

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



Little Thompson Water District

District Manager:
Amber Kauffman, PE
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Berthoud, CO 80513

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www.LTWD.org

Regular Board Meeting Agenda February 15, 2024 - 5:00 P.M.

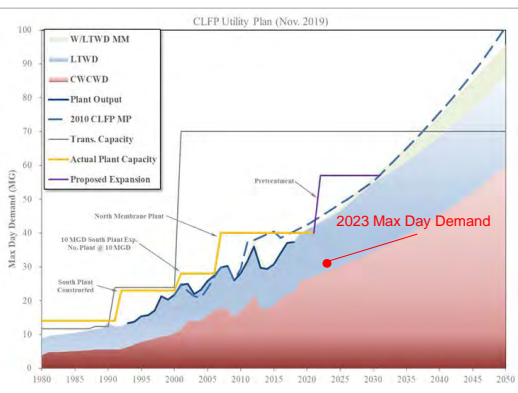
1. Call to Order - *Pledge of Allegiance*
2. Roll Call:
3. Agenda Review: Executive Session is recommended for the following:
 - 3.1 C.R.S. §24-6-404(4) subpart (e) to determine positions relative to matters that may be subject to negotiation or to develop strategy for negotiations and instructing negotiators.
4. Public Comment on Non-Agenda Items:
5. Consent Items:
 - 5.1. Minutes of the January 18, 2024, Regular Board MeetingPage 4
 - 5.2. Tap List 697Page 17
 - 5.3. January 2024 Disbursements Report.....Page 18
 - 5.4. January 2024 Financial ReportPage 25
6. Discussion Items:
 - 6.1. Barefoot Agreement. Adjourn to Executive Session per C.R.S. §24-6-404(4)Page 31
subpart (e) to determine positions relative to matters that may be subject to negotiation or to develop strategy for negotiations and instructing negotiators.
 - 6.2. Water Efficiency (New Water Supplies Presentation).....Page 54
 - 6.3. Carter Lake Filter PlantPage 55
 - 6.4. St. Vrain Water AuthorityPage 56
 - 6.5. Lead and Copper Budget AuthorizationPage 57
 - 6.6. Public Hearing: Action Item: Motion to Approve:Page 59
Resolution 2024-04 Larimer County Inclusions
Resolution 2024-05 Larimer County Exclusions
7. Staff Reports:
 - 7.1. District Manager’s Report.....Page 67
 - 7.2. Business Manager’s ReportPage 68
 - 7.3. District Engineer’s ReportPage 69
 - 7.4. Water Resources Manager’s ReportPage 72
 - 7.5. Operations Manager’s Report and Water Quality Update Page 75
8. Director Reports:
9. Adjournment.

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

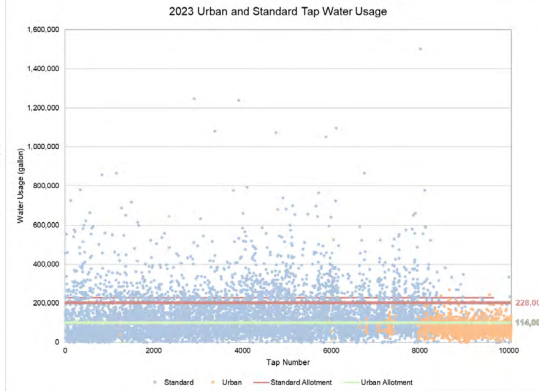
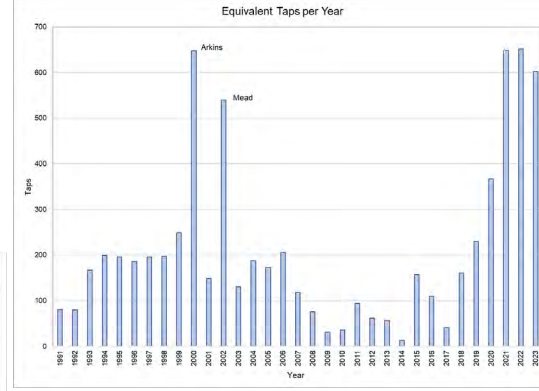
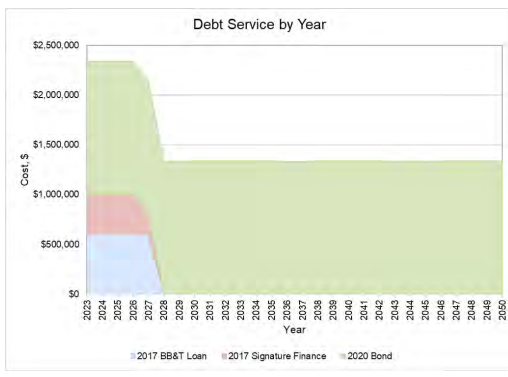
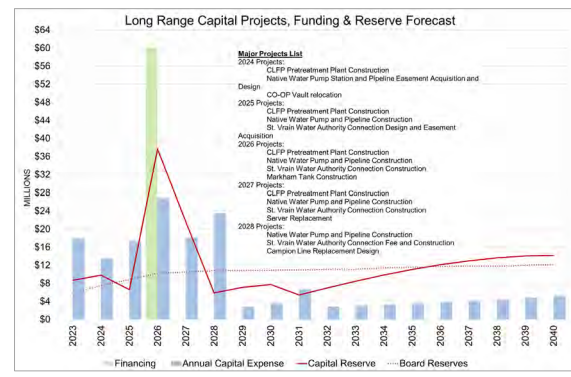


2023 Strategic Goals for next 3 to 5 Years:

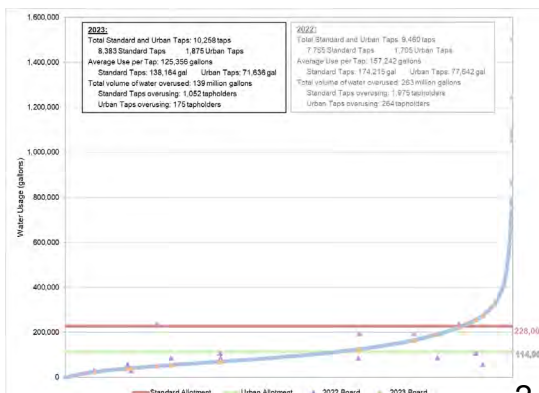
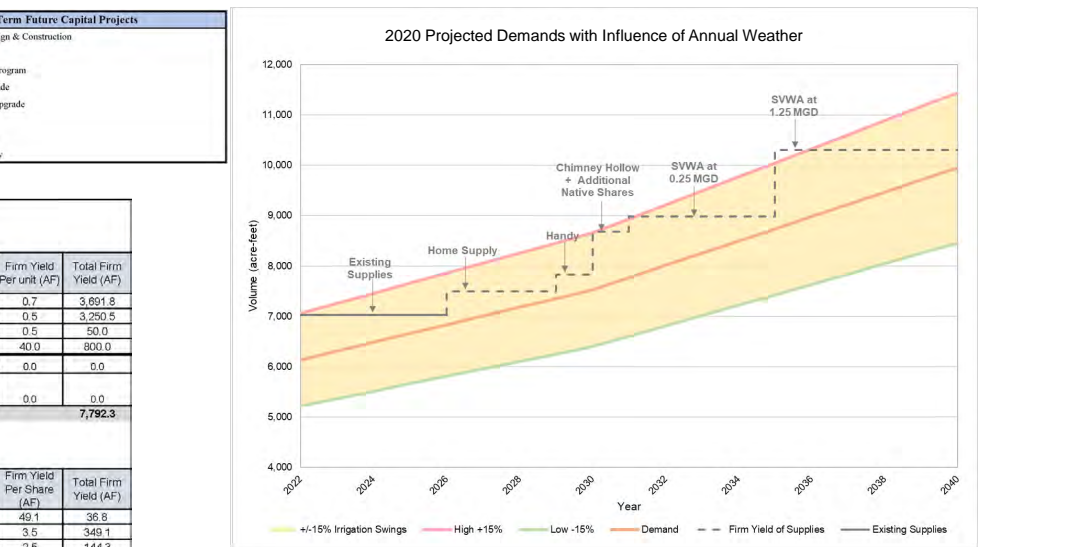
1. In three years have a plan for growth of staff and the necessary office space for those staff. Also consider whether the District will have its own water treatment plant at the same location and determine what that location will be.
2. Have native waters used in the system. This includes the easement 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 2024 Budget | |
|---|---------------------|
| Capital Projects Funded by Bonding | |
| Loveland/Campion Conversion Project 1 | \$ 2,628,000 |
| Northeast Transmission Line | \$ 2,583,333 |
| Capital Projects Not Funded by Bonding | |
| 30" Barefoot Line-Reimbursement | \$ 310,000 |
| Telemetry Improvements | \$ 200,000 |
| County Rd Improvements | \$ 225,000 |
| Small Line Improvements | \$ 100,000 |
| Service Connection Expense | \$ 240,108 |
| Office Furniture & Equip (includes software) | \$ 35,000 |
| Office Remodel (Eng. & Ops) | \$ 175,000 |
| Vehicle & Misc. Equipment | \$ 383,000 |
| Dry Creek Feasibility Study for Floating Photovoltaic | \$ 70,000 |
| Botterill - LTWD System Modifications | \$ 48,070 |
| 3rd & Welker Waterline Replacement | \$ 400,000 |
| Security Lighting & Cameras at Tank Sites | \$ 17,600 |
| Twin Mounds Passive Mixing System | \$ 249,700 |
| Twin Mounds Exterior Cathodic Protection | \$ 87,000 |
| Buckhorn Tank Mixing System Study | \$ 45,000 |
| Misc Equipment | \$ 7,500 |
| Water Resources Expenses | |
| Water Efficiency/Water Loss | \$ 500,000 |
| Handy/Home Supply, H2 Raw Water Infrastructure | \$ 875,000 |
| RFO Raw Water Infrastructure | \$ 250,000 |
| Water Rights Adjudication (Legal & Engineering) | \$ 850,000 |
| 2nd Use Infrastructure Study | \$ 120,000 |
| Total Capital Expenses - District | \$ 7,771,311 |

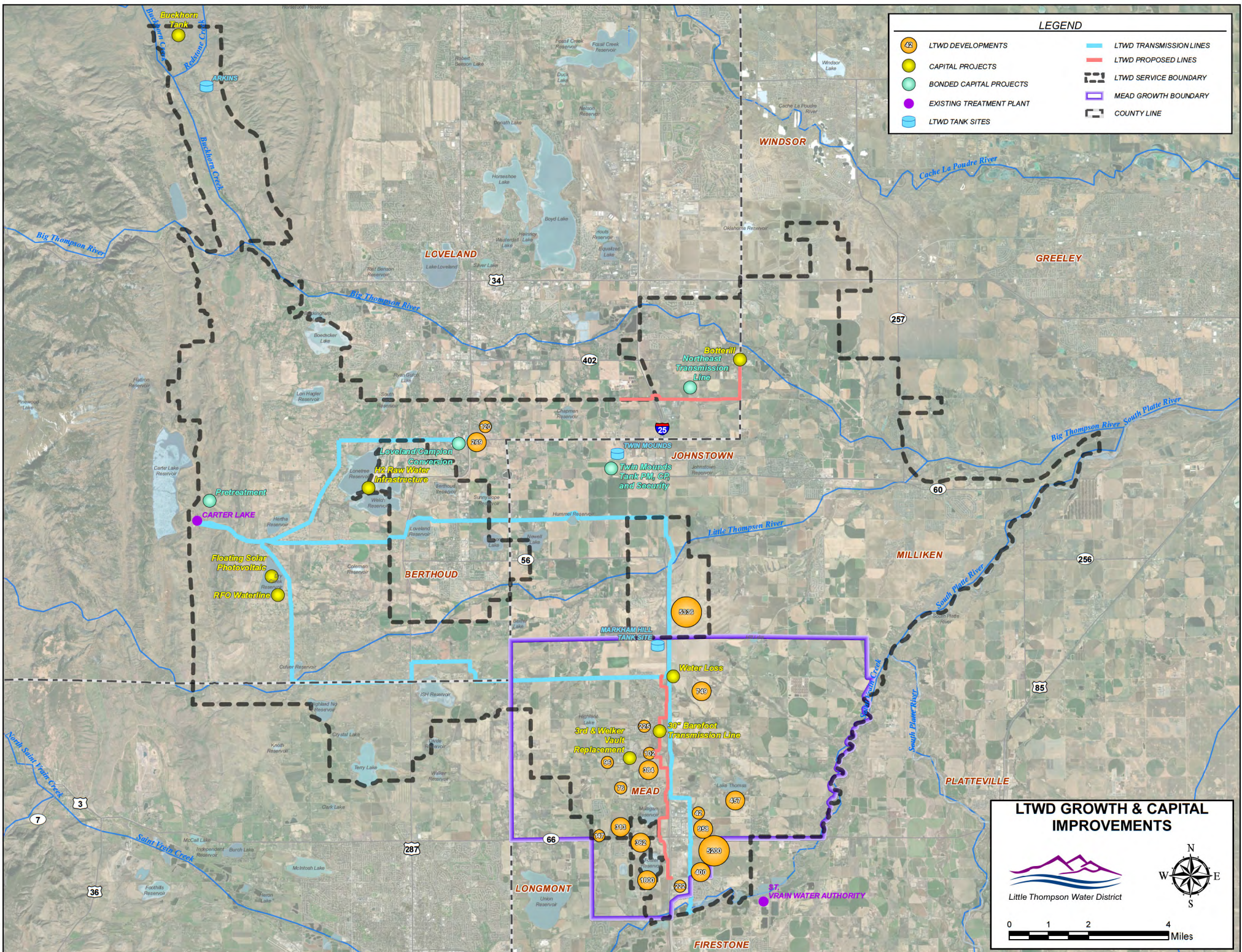


| Capital Projects & Equipment - Joint 2024 Budget | |
|--|---------------------|
| Pre-treatment Design | \$ 500,000 |
| Pre-treatment Construction | \$ 2,500,000 |
| Membrane Replacement | \$ 300,000 |
| Low Flow Pump (Dry Creek) | \$ 250,000 |
| Unspecified Place Holder | \$ 137,500 |
| Vehicles & Equipment | \$ 75,000 |
| New Storage Building at Dry Creek | \$ 61,000 |
| Filter Rehabilitation (South Plant) | \$ 55,000 |
| Upgrade Boat Ramp at Dry Creek | \$ 15,000 |
| New Boat, Motor & Trailer for Dry Creek Sampling | \$ 7,500 |
| Dry Creek Joint-Joint-Monitoring System | \$ 350 |
| Total Capital Expenses - Joint | \$ 3,901,350 |



| Little Thompson Water District 2023 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 | 6501 | 0.5 | 3,250.5 |
| C-BT Class D Griep Farm Units | 100 | 0.5 | 50.0 |
| Windy Gap Units Firmed by 3K AF Dry Creek Reservoir storage | 20 | 40.0 | 800.0 |
| 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 | 8 | 0.0 | 0.0 |
| | | | 7,792.3 |
| Native Water Rights | | | |
| Source | Quantity | Firm Yield Per Share (AF) | Total Firm Yield (AF) |
| Big Thompson Ditch and Mfg | 0.75 | 49.1 | 36.8 |
| Consolidated Home Supply Ditch Company | 99.75 | 3.5 | 349.1 |
| Handy Ditch Company | 57.7 | 2.5 | 144.3 |
| | | | 493.4 |

UPDATED - 1/16/2024



| LEGEND | | | |
|--------|--------------------------|--|-------------------------|
| | LTWD DEVELOPMENTS | | LTWD TRANSMISSION LINES |
| | CAPITAL PROJECTS | | LTWD PROPOSED LINES |
| | BONDED CAPITAL PROJECTS | | LTWD SERVICE BOUNDARY |
| | EXISTING TREATMENT PLANT | | MEAD GROWTH BOUNDARY |
| | LTWD TANK SITES | | COUNTY LINE |

LTWD GROWTH & CAPITAL IMPROVEMENTS

Little Thompson Water District

0 1 2 4 Miles

Agenda Item Summary
Little Thompson Water District

Date: February 15, 2024

Item: 5.1

Staff: Amber Kauffman, District Manager

Subject: Minutes of the January 18, 2024, 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, January 18, 2024. 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
Brad E. Eaton, District Engineer
Nancy Koch, Water Resources Advisor
Amanda Hoff, 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 Civil Engineer I

CALL TO ORDER

President Emily McMurtrey called the meeting to order at 5:02 p.m. followed by the recitation of the *Pledge of Allegiance*.

ROLL CALL

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

Roll call was taken. All other Directors were present.

AGENDA REVIEW

There were no changes to the agenda.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

President McMurtrey opened the Public Comments period. There being no public comments, the Public Comments period was closed.

CONSENT AGENDA

It was moved by Director Bill Szmyd, seconded by President McMurtrey, to approve the Consent Agenda, including:

- Minutes of the December 14, 2023, Regular Board Meeting,
- Tap List 696,
- December 2023 Disbursements in the amount \$5,980,084.551:
 - ❖ **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: (Two Bi-weekly payroll periods in December) for \$324,765.95:**
 - **ACH Transmittal Vouchers O-2413 to O-2424 – \$165,704.92,**
 - **ACH Direct Deposit Numbers N-13178 to N-13254 – \$159,061.03,**
- **December 2023 Financial Report,**
Motion carried unanimously.

DISCUSSION ITEMS

Board Officer Elections:

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

- The District is required to submit a Transparency Notice to the state by January 15 annually.
 - ❖ The Transparency Notice must include updated officers of the board. and then if the officer positions change throughout the year.
- 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: James Walker (3-year commitment expires June 2025)

It was moved by Director Martens, seconded by Director Szmyd, to keep the officer positions as is. Motion carried unanimously.

Potential Non-Potable Use of Native Ditch Shares:

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

- 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 (ac-ft) of credit for these shares for taps.
 - ❖ In 2002 the District took over the water system for the Town of Mead (Mead) and Mead did not have sufficient Colorado-Big Thompson (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 Larimer 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.
- The following points were noted:
 - ❖ Pros:
 - The District could obtain cash for these shares to offset the cost of water that can be used with current or proposed infrastructure.
 - This program would promote non-potable systems, a Board priority.
 - ❖ Cons:
 - The District would forgo opportunities to use this water in the future.
 - The District would not see an immediate influx of cash as only specific properties could take advantage of the permanent lease.

Discussion followed regarding:

- Water Resources Staff do not plan to market these ditch shares.
- These particular ditch shares can only be used on land historically irrigated with that type of water.
- The District would own the water shares, but a managing entity would be responsible for the non-potable system.
- What would happen if the managing entity closed.
- The fact that it is better for the District to own the shares so the managing entity cannot sell the shares.
 - ❖ If the amount of water dedicated to the District for a development is based on a non-potable system being in place, and later the water is no longer available, the homeowners will go over their allotments by using treated water.
 - ❖ This scenario has occurred in an older development in the District.
- If the shares were to be used for Return Flow Obligations (RFOs) the District would still need to file a Change of Use Case in Water Court.
- The cost of Staff time reviewing the water usage annually.

Non-Potable Operating Agreement:

District Manager Kauffman presented the following information to the Board:

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.

- District Rules and Regulations Section 17 require that developers have an agreement with the District regarding 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 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 the District.

- ❖ 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 five of six shares of Highland Ditch to the District is complete and Water Resources Staff are reviewing a further revised water needs assessment received on December 22, 2023.
- A separate lease agreement leasing back the shares of Highland Ditch to the Managing Entity was drafted by water counsel and further revised.
- District 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.

It was moved by Director Martens, seconded by Director Szmyd, to approve the Non-Potable System Operating Agreement and Raw Water Lease between Westridge Metropolitan District – Range View Estates Metropolitan District and Little Thompson Water District. Following discussion, the motion failed unanimously.

Further discussion followed regarding:

- The need to verify if the developer needs to dedicate five or six shares of Highland Ditch to the District.
- The District needs to be able to adjust the charges based on current administrative costs and assessment fees.
- The need to add verbiage stating the Operating Agreement and Raw Water Lease will be reviewed on a regular basis.

It was moved by President McMurtrey, seconded by Director Steve Brandenburg, to approve the Operating Agreement and Raw Water Lease between Westridge Metropolitan District – Range View Estates Metropolitan District and Little Thompson Water District, with minor modifications to the language allowing the District to recoup costs and giving the District the ability to modify as needed. Motion passed unanimously.

President McMurtrey called for a break at 6:08 p.m. The meeting resumed at 6:18 p.m.

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 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.
 - ❖ 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 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 and Managers were asked to rank priorities for completion in 2024.
 - ❖ The Board and Managers priority rankings were very similar.
- Following are the priority rankings:
 - ❖ Raw Water Supply Planning:
 - Water loss progress with potential projects, update in policy. 7
 - New Water Supplies presentations with potential policy updates. 9
 - Raw water master plan. 2
 - ❖ Treatment and Transmission:
 - Master Plan completion. 1
 - Project long term treatment capacity need and priority locations. 4 (tie)
 - Markham Tank Planning including Engineering and Access. 12
 - Easement acquisition for Northeast Transmission Line and two native water pipeline projects. 6
 - ❖ Relationships with Others:
 - A successful Joint Board meeting with Central Weld County Water District (CWCWD) to include issue discussion and resolution of issues. 13
 - Update the Intergovernmental Agreement (IGA) with Longs Peak Water District (LPWD) and Mead after transition of ownership in Mead Crossing. 14
 - ❖ Business Management:
 - Finalize a Development Agreement for use with Developers. 10
 - Prioritize long term projects and evaluate funding options. 3
 - Assignment of allotments to all residential taps for implementation of surcharges in 2025. 8
 - Continue with non-residential allotment assignment. 11
 - ❖ Operations and Technology:
 - Determine size of office and land required for future growth. 15
 - Finish database for Lead Service Line Inventory prior to October 16, 2024. 4 (tie)
- Items ranked one, two, three, and four are dependent upon each other for completion.

Carter Lake Filter Plant (CLFP):

District Manager Kauffman presented the following information to the Board:

- CLFP and NoCo Engineering met with Connel and Tanco, along with their painting subcontractor, to review the warranty issues with the 7 million-gallon (MG) tank.
 - ❖ The warranty period ended on December 31, 2023; however, the group could not meet until the week of January 1, 2024.
 - ❖ 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 National Association of Corrosion Engineers (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.
 - ❖ CLFP Staff are currently planning to present the audit to the board at the March meeting.
- Director Brandenburg asked NoCo Engineering to provide a schedule for the pre-treatment project or information on what the next critical steps would be.
 - ❖ 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.

SVWA:

District Manager Kauffman presented the following information to the Board:

- There were no changes to the officers at the January meeting.
- Colorado Department of Public Health and Environment (CDPHE) conducted a sanitary survey of the SVWA on December 14, 2023.
 - ❖ No issues were determined to be unresolvable and therefore no violations were issued.
- The Town of Firestone (Firestone) settled with the contractor which increases the cost of the contract.
 - ❖ 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 settlement increase will increase the District's cost to connect to the SVWA plant.
- The revised Environmental Protection Agency (EPA) permit was issued for the increased pressures on the injection well.
 - ❖ It is standard practice for the original permit to be issued at a lower pressure and flow rate, then an entity must reapply for a permit with a higher pressure and flow rate.
- The plant will start producing water the week of January 8, 2024, and delivering water to Firestone the week of January 15.
- Director Szmyd questioned the effects of Firestone losing their Water Court case to use six wells for municipal water.
 - ❖ Water Resources Advisor Koch stated that Firestone already has two wells but will have to reapply to try to add four additional wells.
 - ❖ Ms. Koch also relayed that St. Vrain Sanitation District (SVSD) is now questioning if the two original wells were properly appropriated.
- Mr. Szmyd questioned if groundwater from wells can be taken to the SVWA plant.
 - ❖ Ms. Kauffman noted that enough water needs to be taken into the SVWA plant to keep the filters wet even before water production begins.
- Director Brandt questioned if the District would receive payments once SVWA begins to bill for the treated water.
 - ❖ Ms. Kauffman advised that SVWA is a not-for-profit and any money generated will be reinvested in the plant.
- Mr. Szmyd questioned if the District could send any other water through the SVWA plant.
 - ❖ Ms. Koch responded that the District will provide surface water to the SVWA.
 - ❖ Ms. Kauffman noted the infrastructure needs to be built to transmit the water out of the river to the treatment plant, then back over the river to be used by the District.

Action Item: Resolution 2024-01 Designation of Public Posting Places:

District Manager Kauffman presented the following information to the Board:

The Colorado Revised Statutes require the Public Place or Places for posting 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. The recommended posting places were 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, www.ltwd.org, was designated as the Posting Place for the 24-hour (agenda) Notice of District Meetings per Colorado House Bill 19-1087. Inclusions and 2023-34 Exclusions

It was moved by Director Brandenburg, seconded by Director Szmyd, to adopt Resolution 2024-01 Designating Public Posting Places as presented. Motion carried unanimously.

Public Hearing: Action Item: Resolution 2024-02 and 2024-03 Inclusions:

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 2024-02 Inclusion (Bhotia) and Resolution 2024-03 Inclusion (Bolton). Motion Carried unanimously.

The Town of Johnstown (Johnstown) Amendment to Settlement Agreement:

District Manager Kauffman presented the following information to the Board:

- The IGA with Johnstown was completed in December 2023, and now the court order that was issued by Larimer County District Court in 2007 needs to be addressed.
 - ❖ The court order was a result of a settlement that the District and 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 the District's system.
 - ◇ These taps were to be disconnected from the District's service by Johnstown by April 28, 2009, and if it was not completed by then the District 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 Johnstown as of 2007.

- ◇ The parcels were to be excluded from the District.
- Completed
 - ◇ Court Order items 5 and 6: Exclusion of specific properties from the District for future service by Johnstown.
 - ◇ Court Order item 7: Johnstown and the District negotiate an agreement for payment of taps taken over by Johnstown (IGA from 2009).
- Ms. Kauffman provided the Amendment to Settlement for Board review.
 - ❖ The amendment addresses the items from the court order that were not completed.
 - ❖ District legal counsel and Johnstown legal counsel have reviewed the document.

It was moved by President McMurtrey, seconded by Director Brandenburg, to approve the Amendment to Settlement Agreement. Motion Carried unanimously.

STAFF REPORTS

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

- District Activities:
 - ❖ District Manager Kauffman and Water Resources Manager Amanda Hoff attended the NoCo Water Alliance Meeting on January 18, 2024.
 - Discussions included Big-Picture thinking, allotment surcharges, potential interconnections of systems, and keeping Native Waters in Northern Colorado.
 - ❖ Brad Wind of Northern Colorado Water Conservancy District (Northern) invited Ms. Kauffman to attend a tour of the Colorado River basin with the Northern Board and select staff and invitees.
 - The tour will be from February 6 to February 9, 2024, in Arizona.
 - Ms. Kauffman is honored to be considered and plans on attending.
 - ❖ Colorado Water Congress has their Annual Convention January 31 through February 2, 2024, at the Hyatt Regency Aurora-Denver Convention Center.
 - Water Resources Manager Amanda Hoff and Civil Engineer I Clayton Orback will attend in Ms. Kauffman's place.
 - Ms. Kauffman originally intended to go; however, she will be attending the Northern tour in Arizona instead.
 - The conference is full and has a wait list.
 - ❖ The CWCWD / District Joint Board Meeting is scheduled for February 28, 2024, at the Double Tree by Hilton in downtown Greeley.
 - CWCWD District Manager Stan Linker and Ms. Kauffman will work on the agenda.
 - ❖ Ms. Kauffman was asked to give a lecture to a Water Law class at Colorado State University (CSU).
- Anticipated February Board Meeting Topics:
 - ❖ Development Agreement Template.
 - ❖ Brookfield Agreement (pending consensus).

Business Manager's Report: In Business Manager Angela Diekhoff's absence, District Manager Kauffman reported on the following:

- Board:
 - ❖ The Board members were reminded of the date, time, and place for the annual Board Dinner.

- Eye on Water (EOW):
 - ❖ District customers signing up for new EOW accounts continued to increase slightly.

District Engineer's Report: District Engineer Brad E. Eaton reported on the following:

- There were eight Tap Commitment Requests for December. The 2023 total was 76.
- Capital Projects:
 - ❖ District Staff continued to assist the land agents, CRLS, with easement acquisitions for the Northeast Transmission Line.
 - Several new easements have been acquired.
 - ❖ The Loveland / Campion project continued to progress well despite challenges.
 - ❖ The 54 Bridge Waterline Relocation project was completed, and final billing was in progress.
 - ❖ Staff met with the consultant on the Water System Master Plan.
 - ❖ Aerial surveying of the Raw Water Infrastructure pipeline routes had been completed.
 - Data was being processed and a meeting was scheduled for the week of January 22, 2024.
 - ❖ The vault relocation design for 3rd and Welker has been finalized.
 - ❖ A response was received from the railroad for the Botterill District System modifications.
 - However, the response has led to additional questions for the railroad.
- Development Projects:
 - ❖ Existing projects continued to enter different phases of acceptance.
 - Grading for the Waterfront development had begun.
- Other Engineering Department Activities:
 - ❖ Referrals had slowed down for a little while, possibly due to the cold and snow, but were ramping up again.
 - ❖ Water Resources Administrator Amanda Hoff accepted the position of Water Resources Manager, taking the place of Nancy Koch.
 - Ms. Koch will be transitioning into retirement.
 - Ms. Koch will act as the Water Resources Advisor working approximately 20 hours per week over the next year to aid Ms. Hoff with the transition.
 - Additionally, the Water Resources department will be under the direction of the District Manager moving forward.
 - ❖ Design coordination continued with the Colorado Department of Transportation (CDOT) for their Interstate-25 (I-25) Segment 5 Improvement Project (Highway 66 to Highway 56).
 - During a coordination meeting on December 18, 2023, Staff learned CDOT's schedule, which is aggressive.
 - CDOT recognizes the significance of relocating District and CWCWD infrastructure and is prioritizing their work accordingly.

Water Resources Manager's Report: Water Resources Manager Hoff reported on the following:

- Water Resources Manager Hoff reviewed the information shown in the monthly graphs.
- December water use had been much lower than predicted, even lower than historic use in December.
 - ❖ Director Szmyd questioned how Water Resources Staff predict water use.

- Ms. Hoff advised it is done with a combination of information including the National Oceanic and Atmospheric Administration (NOAA) predictions, District growth, and historic usage.
- ❖ Mr. Szmyd questioned if a 20-year period could be normalized to assist with predicting the financial needs of the District based on years that are likely to be wetter.
 - District Manager Kauffman advised budgeting is not based on predictions from the Water Resources Staff, but a discussion could be held with Business Manager Diekhoff in the future regarding the reserve account's balance.
- Ms. Hoff advised the invoice for carryover water had been submitted to Ms. Diekhoff.
 - ❖ Mr. Szmyd stated that some of the District's water shares are guaranteed at 70 percent and asked if the yield can ever be lower.
 - Water Resources Advisor Koch noted that those shares would never go over 70 percent, but if Northern's quota is 50 percent that is all the District will receive.
 - Ms. Kauffman added that if Northern does not issue additional quota in the spring the District will need to use water from storage which will mean no carryover for the following water year.
- The seasonal outlook report predicted equal chances of above or below normal temperatures precipitation.
 - ❖ Ms. Kauffman noted that since 2023 was such a wet year most of the reservoirs are still full.
- Water Court Change Cases Updates:
 - ❖ Johnstown's Home Supply change of use case is expected to go to court in March but may settle.
 - Mr. Szmyd questioned why municipalities who have the same water source would object in another entity's change of use case.
 - ◇ Ms. Koch advised that it is a way to monitor the proceedings of the case.
- Raw Water Master Plan Update:
 - ❖ Staff were working to have an idea of when development projects will come online to be able to make an educated guess on when the taps will be online.
 - Staff would like to be able to calculate how much water use will increase, and when and where. .
 - Staff hope to use the cumulative growth rate for Brookfield, Mead, and Larimer County for the basis of the water demand predictions.
- Ms. Kauffman expressed kudos to Ms. Hoff for updating the dashboard.
 - ❖ Ms. Kauffman noted that Staff had expected a slowdown in Equivalent Taps, however, tap sales increased at the end of 2023.
 - Mr. Szmyd questioned what the maximum treatment capacity at CLFP is allowed by CDPHE.
 - ◇ Ms. Kauffman stated that CLFP advised her the treatment capacity only applies to wastewater treatment.
 - ❖ Director Brandt noted that it appeared that most Directors increased their water use, but Ms. Kauffman advised that a few increased but most decreased their usage.

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, but both were on downward paths.

- Monthly Water Quality Report:
 - ❖ Monthly Total Coliform samples were within acceptable parameters.
 - ❖ Operations Manager Lambrecht noted the increase in Taste and Odor work orders.
 - Staff were looking for patterns to determine the cause.
 - District Manager Kauffman spoke with members of CWCWD at the CLFP meeting and they advised they have not had customer calls about Taste and Odor issues; however, the majority of their customers are wholesale.
 - ❖ Director Szmyd asked if CDPHE had required testing of any additional contaminants.
 - Mr. Lambrecht responded that in November of 2023 CDPHE required testing for Per- and Polyfluorinated Substances (PFAS) and that only an extremely small amount had been found.
 - ❖ Mr. Szmyd questioned if any entities were testing the water for fire run-off.
 - Ms. Kauffman replied that Northern performs testing as a part of the C-BT system.
 - Mr. Szmyd advised that Loveland tests the Big Thompson River water for fire run-off.
- Project Updates and Notes:
 - ❖ Two new radios and antennas have been installed and the new network appears to be communicating with the existing Supervisory Control and Data Acquisition (SCADA) software.
 - The project is basically complete, some minor programming and cleanup remain to be completed.
 - Afterwards Staff will begin to assess how well the new system works before proceeding with any more installations.
 - ❖ Valve Exerciser Crew Leader Alan Cordova was able to return to the Valve Exercising project and has completed exercising 6,258 out of a total of 6,541 valves.

DIRECTOR REPORTS

- Director Szmyd noted that while he was at a Loveland Utilities Commission meeting, he inquired as to how the hiring process was going and was advised that Loveland is still having difficulties finding qualified candidates.
 - ❖ District Manager Kauffman advised the District tries to find good candidates and train them for Water Distribution levels.
 - ❖ President McMurtrey noted that the City of Boulder is in the same position and stated that all area entities are having the same struggle.
 - ❖ Mr. Szmyd questioned if this might be a program that NoCo Water Alliance could take on.
 - ❖ Ms. Kauffman advised that starting a training course for high schools or the community college is something that has been discussed by NoCo Water Alliance attendees.
- Director Martens noted that the Poudre River Power Authority (PRPA) plans to close two coal-fired power plants, and that they need to plan how to produce enough power for all their customers.
 - ❖ Mr. Martens read that simply adding solar and wind power generators will not produce enough reliable power.
 - ❖ Director Brandt noted that the Environmental, Social, and Governance (ESG) Agenda reported that China is building one new coal-fired power plant per week.

- ❖ Director Brandenburg stated that China and India produce more carbon than the entire western hemisphere.
- Director Brandt noted there is a high-voltage power line next to his property.
 - ❖ Recently a new three-phase power line.
 - ❖ The power line is being sent to the west of the new equipment and the only thing near there is oil and gas production.
- President McMurtrey advised she learned through the Four States Irrigation Council many farmers are using Artificial Intelligence (AI) for laser weed control.
 - ❖ Director James Walker noted that the technology has been available for about ten years and works very well.
 - ❖ Ms. McMurtrey also noted that the state is considering the use of AI to operate ditch headgates as there is a lot of data for a person to consider for manual operations.

It was moved by Director Martens, seconded by Director Brandenburg, to adjourn the meeting at 7:31 p.m. Motion carried unanimously.

Respectfully submitted,

Amber Kauffman

Agenda Item Summary
Little Thompson Water District

Date: February 15, 2024

Item: 5.2

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

Subject: Tap List 697**Staff Recommendation: Staff recommends approval.****Discussion:****TAP LIST 697 ~ NEW AND AMENDED CONTRACTS**

| TAP # | NAME | 5/8-inch MINI | 5/8-inch URBAN | 5/8-inch STANDARD | OTHER | WATER RIGHTS | CIL |
|-------|---------------------------|------------------|-------------------|----------------------|-------|-----------------|--------|
| 10388 | Steve Conder | | | X | | | .70 AF |
| 10389 | Landsea Homes of Colorado | | X | | | .35 AF | |
| 10390 | Landsea Homes of Colorado | | X | | | .35 AF | |
| 10391 | DR Horton | | X | | | .35 AF | |
| 10392 | DR Horton | | X | | | .35 AF | |
| 10393 | DR Horton | | X | | | .35 AF | |
| 10394 | DR Horton | | X | | | .35 AF | |
| 10395 | DR Horton | | X | | | .35 AF | |
| 10396 | Lennar | | X | | | .35 AF | |
| 10397 | Lennar | | X | | | .35 AF | |
| 10398 | Lennar | | X | | | .35 AF | |
| 10399 | Lennar | | X | | | .35 AF | |
| 10400 | Lennar | | X | | | .35 AF | |
| 10401 | Lennar | | X | | | .35 AF | |
| 10402 | Lennar | | X | | | .35 AF | |
| 10403 | Lennar | | X | | | .35 AF | |
| 10404 | Century Land Holdings | | X | | | .35 AF | |
| 10405 | Century Land Holdings | | X | | | .35 AF | |
| 10406 | Century Land Holdings | | X | | | .35 AF | |

| | 5/8-inch MINI | 5/8-inch URBAN | 5/8-inch STANDARD | OTHER | WATER RIGHTS | CIL |
|---------------------------------|------------------|-------------------|----------------------|----------|-----------------|---------------|
| JANUARY 2024 TOTALS | 0 | 18 | 1 | 0 | 6.30 AF | .70 AF |
| YEAR-TO-DATE 2024 TOTALS | 0 | 18 | 1 | 0 | 6.30 AF | .70 AF |
| TAPS BUDGETED 2024 | 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 |
|---------------------------------|-------|------------------------|-----------------|--------------------------|-------------|
| N/A | | 0 | 0 | 0 | 0 |
| | | ACCESSORY DWELLINGS | UPSIZED TAPS | ADDITIONAL ALLOCATION | CIL |
| JANUARY 2024 TOTALS | | 0 | 0 | 0 | 0 AF |
| YEAR-TO-DATE 2024 TOTALS | | 0 | 0 | 0 | 0 AF |

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 5.3 Disbursements

Staff: Angela Diekhoff, Business Manager

Subject: January 2024 Disbursements.

Staff Recommendation: Approval.

January 2024 Disbursements

Request approval of the January 2024 Cash Disbursements in the amount of \$3,907,232.49

Operating Account: \$3,419,918.64

ACH Manual Check Numbers 5166 to 5234 – \$2,205,850.18.

Check Numbers 11687 to 11728– \$1,214,068.46.

Payroll Account: \$487,313.85 (Three bi-weekly payroll periods paid in January)

ACH Transmittal Vouchers 2425 to 2442 – \$243,824.83.

ACH Direct Deposit Numbers 13255 to 13367– \$243,489.02.

Discussion:

All expenses are for normal operating costs, except for \$1,659,028.52 for Windy Gap Fixed Charges, \$1,169,546.32 for Capital Cost – District, and \$42,243.12 for Capital Cost – Joint.

Little Thompson Water District
Cash Disbursements Summary
Check Issue Dates: 1/01/2024 to 1/31/2024

| | | |
|--|-----------|---------------------|
| Employee Related Expenses | \$ | 487,313.85 |
| Windy Gap Fixed Charges-Passthrough Expense | \$ | 1,659,028.52 |
| Capital Projects-District | \$ | 1,169,546.32 |
| Assessments - Carryover | \$ | 129,159.48 |
| Filter Plant Ops Expense | \$ | 128,852.99 |
| Dry Creek Reservoir Expenses | \$ | 100,552.00 |
| Capital Projects-Joint | \$ | 42,243.12 |
| Vehicle Expenses | \$ | 27,390.42 |
| Sys Repairs | \$ | 21,558.19 |
| Meter Mtn and Repair | \$ | 21,045.00 |
| O & M | \$ | 18,453.55 |
| Credit Cards- Conferences-\$1607; Memberships-\$3549; Computer Cost-\$3189; Office Sup-\$1181; Bld/Grnds-\$2313; Office Exp-\$2877; Uniforms-\$220; Communication-\$172; Safety-\$70; Capital-\$321; Misc-\$99 | \$ | 15,598.29 |
| GIS | \$ | 14,210.00 |
| Office Expenses | \$ | 9,213.12 |
| St. Vrain Authority | \$ | 7,745.43 |
| Inventory | \$ | 7,158.26 |
| Legal Expenses | \$ | 6,589.55 |
| Communication Expenses | \$ | 5,435.60 |
| Bldg/Grnds | \$ | 4,915.82 |
| Service Contracts Expenses | \$ | 4,679.49 |
| Operations - Utilities | \$ | 4,323.30 |
| Seminars & Classes | \$ | 3,500.00 |
| Insurance-Worker Compensation | \$ | 3,351.00 |
| Water Resources General Eng | \$ | 3,195.00 |
| Firestone Surcharge Fee | \$ | 2,442.83 |
| 24 Brookfield WL Passthrough | \$ | 1,827.28 |
| Locate Expenses | \$ | 1,377.58 |
| Big Thompson Ditch Mfg Shares | \$ | 1,312.50 |
| Uniform Expenses | \$ | 878.71 |
| Fire Hyd Meter Deposits | \$ | 758.76 |
| Valve Repairs and Maintenance | \$ | 750.33 |
| WQ - Monthly Sampling | \$ | 675.00 |
| Safety Expenses | \$ | 644.92 |
| Permit Expense | \$ | 500.00 |
| PRV Routine Repairs | \$ | 382.56 |
| Purchased Water Expenses | \$ | 238.98 |
| Insurance-Property & Casualty | \$ | 224.75 |
| SWSP Operating Assessments | \$ | 150.00 |
| WQ - Sampling Stations | \$ | 9.99 |
| Total | \$ | 3,907,232.49 |

Little Thompson Water District
Cash Disbursements Detail
Check Issue Dates: 1/01/2024 to 1/31/2024

Operations

| Check Number | Check Issue Date | Payee | Description | Amount |
|--------------|------------------|--------------------------------------|--|----------------|
| 5190 | 1/11/2024 | Northern Co Water Cons Dist | Windy Gap Fixed Charges-Passthrough Expense | \$1,659,028.52 |
| 11712 | 1/24/2024 | Gopher Excavation Inc | Capital Projects-District-54 Bridge-Waterline Relocation | \$694,039.13 |
| 11724 | 1/24/2024 | Timber Wolf Excavating LLC | Capital Projects-District-Loveland/Campion Conversion | \$214,182.68 |
| 5223 | 1/25/2024 | Northern Co Water Cons Dist | Assessments - Carryover | \$129,159.48 |
| 5176 | 1/11/2024 | Carter Lake Filter Plant | Filter Plant Ops Expense | \$128,852.99 |
| 5176 | 1/11/2024 | Carter Lake Filter Plant | Dry Creek Reservoir Expenses | \$96,592.00 |
| 11727 | 1/29/2024 | Davidson-Gebhardt Chevrolet | Capital Projects-District-Vehicle Replacement Program | \$48,328.00 |
| 11713 | 1/24/2024 | Horrocks Engineers, Inc. | Raw Water Infrastructure | \$43,095.80 |
| 5211 | 1/25/2024 | Carter Lake Filter Plant | Capital Projects-District-Pretreatment Design | \$42,243.12 |
| 11695 | 1/10/2024 | Herbert E&I, LLC | Capital Projects-District-Telemetry Improvements | \$30,690.22 |
| 11705 | 1/24/2024 | ANDERSON FARMS, INC. | Capital Projects-District-Northeast Transmission Line | \$28,416.75 |
| 11719 | 1/24/2024 | MICHAEL EDWIN ANDERSON | Capital Projects-District-Northeast Transmission Line | \$28,113.96 |
| 11690 | 1/10/2024 | Consolidated Home Supply Ditch | Capital Projects-District-Loveland/Campion Conversion | \$27,243.05 |
| 5191 | 1/11/2024 | Orback Construction | Meter Mtn and Repair | \$21,045.00 |
| 11694 | 1/10/2024 | Gopher Excavation Inc | Sys Repairs | \$19,909.75 |
| 11728 | 1/30/2024 | JD'S COLLISION REPAIR | Vehicle Expenses | \$18,310.77 |
| 11696 | 1/10/2024 | Horrocks Engineers, Inc. | Raw Water Infrastructure | \$17,251.12 |
| 5168 | 1/3/2024 | Adams Bank MasterCard | Credit Cards- Conferences-\$1607; Memberships-\$3549; Computer Cost-\$3189; Office Sup-\$1181; Bld/Grnds-\$2313; Office Exp-\$2877; Uniforms-\$220; Communication-\$172; Safety-\$70; Capital-\$321; Misc-\$99 | \$15,598.29 |
| 5181 | 1/11/2024 | Environmental Systems Research Inst. | GIS | \$13,850.00 |
| 5195 | 1/11/2024 | Stratus Information Systems (ITX) | O & M | \$12,586.44 |
| 5180 | 1/11/2024 | CR LAND SERVICES, LLC | Capital Projects-District-Northeast Transmission Line | \$12,100.36 |
| 5209 | 1/25/2024 | APEX Inspection & Consulting LLC | Capital Projects-District-5MG Twin Mounds Tank Coating | \$9,982.25 |
| 11702 | 1/10/2024 | St. Vrain Water Authority | St. Vrain Authority | \$7,745.43 |
| 5213 | 1/25/2024 | Dana Kepner Company Inc | Inventory | \$6,154.85 |
| 5228 | 1/25/2024 | WEX Bank | Vehicle Expenses | \$6,090.37 |
| 11710 | 1/24/2024 | Ditesco | Capital Projects-District-3rd & Welker Waterline Replace | \$5,945.00 |
| 11711 | 1/24/2024 | GARRET & NICOL CALLAWAY | Capital Projects-District-Northeast Transmission Line | \$5,715.25 |
| 5175 | 1/11/2024 | Carlson Hammond & Paddock | Legal Expenses | \$5,317.55 |
| 5185 | 1/11/2024 | INFOSEND INC | Service Contracts Expenses | \$4,670.12 |

| Check Number | Check Issue Date | Payee | Description | Amount |
|--------------|------------------|--|---|------------|
| 5201 | 1/11/2024 | WildRock PR & Marketing, LLC | Office Expenses | \$4,200.00 |
| 11721 | 1/24/2024 | Starr & Westbrook PC | Office Expenses | \$4,033.50 |
| 11723 | 1/24/2024 | Taylor's CDL Training | Seminars & Classes | \$3,500.00 |
| 5204 | 1/17/2024 | PINNACOL | Insurance-Worker Compensation | \$3,351.00 |
| 5194 | 1/11/2024 | Snowmelt Water Engineering, LLC | Water Resources General Eng | \$3,195.00 |
| 5220 | 1/25/2024 | Landmark EPC LLC | Capital Projects-District-Loveland/Campion Conversion | \$2,715.25 |
| 11689 | 1/10/2024 | City of Fort Collins | Dry Creek Reservoir Expenses | \$2,520.00 |
| 11703 | 1/10/2024 | Town of Firestone | Firestone Surcharge Fee | \$2,442.83 |
| 11707 | 1/24/2024 | Bobcat of the Rockies | O & M | \$2,099.94 |
| 5199 | 1/11/2024 | Western States Land Services LLC | 24 Brookfield WL Passthrough | \$1,827.28 |
| 5227 | 1/25/2024 | Timber Line Electric & Control | Capital Projects-District-Telemetry Improvements | \$1,727.50 |
| 5202 | 1/11/2024 | Poudre Valley REA | Operations - Utilities | \$1,699.14 |
| 5216 | 1/25/2024 | Home Depot Credit Services | Bldg/Grnds | \$1,626.57 |
| 5221 | 1/25/2024 | MAJCO LLC dba Big Brand Tire & Service | Vehicle Expenses | \$1,602.91 |
| 5232 | 1/29/2024 | XCEL Energy | Bldg/Grnds | \$1,524.95 |
| 11720 | 1/24/2024 | Rocky Top Supply, LLC | O & M | \$1,446.69 |
| 11692 | 1/10/2024 | Cushman Estates HOA | Dry Creek Reservoir Expenses | \$1,440.00 |
| 11688 | 1/10/2024 | Big Thompson Ditch & Manufac. | Big Thompson Ditch Mfg Shares | \$1,312.50 |
| 5198 | 1/11/2024 | UNCC | Locate Expenses | \$1,292.58 |
| 11725 | 1/24/2024 | Waas Campbell Rivera Johnson & Velasquez | Legal Expenses | \$1,272.00 |
| 5230 | 1/25/2024 | Poudre Valley REA | Operations - Utilities | \$1,256.25 |
| 11699 | 1/10/2024 | LG Everist Inc | Sys Repairs | \$1,206.07 |
| 5166 | 1/3/2024 | Verizon Wireless | Communication Expenses | \$1,182.98 |
| 5174 | 1/10/2024 | COMCAST | Communication Expenses | \$1,165.05 |
| 5208 | 1/23/2024 | AT&T Mobility | Communication Expenses | \$1,047.74 |
| 5179 | 1/11/2024 | Core & Main LP | Inventory | \$1,003.41 |
| 5222 | 1/25/2024 | Napa Auto Parts | O & M | \$956.85 |
| 5219 | 1/25/2024 | John Deere Financial | O & M | \$883.89 |
| 11693 | 1/10/2024 | CUSTOM SERVICES OF COLORADO | Fire Hyd Meter Deposits | \$758.76 |
| 5215 | 1/25/2024 | Ferguson Waterworks | Valve Repairs and Maintenance | \$750.33 |
| 5229 | 1/25/2024 | United Power Inc | Operations - Utilities | \$712.60 |
| 11708 | 1/24/2024 | City of Longmont | WQ - Monthly Sampling | \$675.00 |
| 5178 | 1/11/2024 | Cintas Corporation #737 | Bldg/Grnds | \$670.11 |

| Check Number | Check Issue Date | Payee | Description | Amount |
|--------------|------------------|----------------------------------|-------------------------------|----------|
| 5212 | 1/25/2024 | Cintas Corporation #737 | Bldg/Grnds | \$668.28 |
| 5225 | 1/25/2024 | Rocky Mtn Quick Lube | Vehicle Expenses | \$629.78 |
| 5170 | 1/4/2024 | Poudre Valley REA | Operations - Utilities | \$598.98 |
| 5231 | 1/29/2024 | Verizon Wireless | Communication Expenses | \$550.33 |
| 5193 | 1/11/2024 | Sam's Club | Office Expenses | \$506.28 |
| 5197 | 1/11/2024 | Tractor Supply Credit Plan | Vehicle Expenses | \$449.99 |
| 5172 | 1/5/2024 | Verizon Wireless | Communication Expenses | \$412.24 |
| 11691 | 1/10/2024 | CPS Distributors | PRV Routine Repairs | \$382.56 |
| 5169 | 1/4/2024 | CenturyLink | Communication Expenses | \$380.02 |
| 5218 | 1/25/2024 | Jax Outdoor Gear | Uniform Expenses | \$378.80 |
| 5184 | 1/11/2024 | IMEG | GIS | \$360.00 |
| 5173 | 1/10/2024 | COMCAST | Communication Expenses | \$359.57 |
| 5167 | 1/3/2024 | Verizon Wireless | Communication Expenses | \$337.67 |
| 5200 | 1/4/2024 | Whiteside's Boots | Safety Expenses | \$306.95 |
| 11698 | 1/10/2024 | Larimer County Engineering Dept. | Permit Expense | \$300.00 |
| 5186 | 1/11/2024 | Jax Outdoor Gear | Uniform Expenses | \$277.96 |
| 11722 | 1/24/2024 | Stone Heating and Air, LLC | Bldg/Grnds | \$265.00 |
| 5196 | 1/11/2024 | Technolink of the Rockies | O & M | \$264.64 |
| 11704 | 1/24/2024 | American Leak Detection | Sys Repairs | \$250.00 |
| 5217 | 1/25/2024 | InfoArmor, Inc. | Insurance-Property & Casualty | \$224.75 |
| 5183 | 1/11/2024 | Home Depot Credit Services | O & M | \$215.10 |
| 5187 | 1/11/2024 | John Deere Financial | Safety Expenses | \$203.97 |
| 11716 | 1/24/2024 | Larimer County Engineering Dept. | Permit Expense | \$200.00 |
| 11700 | 1/10/2024 | Prairie Mountain Media | Office Expenses | \$168.20 |
| 5192 | 1/11/2024 | Rocky Mtn Quick Lube | Vehicle Expenses | \$166.80 |
| 11706 | 1/24/2024 | Berthoud Ace Hardware | Sys Repairs | \$158.16 |
| 11709 | 1/24/2024 | Consolidated Home Supply Ditch | SWSP Operating Assessments | \$150.00 |
| 5189 | 1/11/2024 | Napa Auto Parts | Vehicle Expenses | \$139.80 |
| 5188 | 1/11/2024 | Mobile Lab USA LLC | Safety Expenses | \$134.00 |
| 5210 | 1/25/2024 | Bomgaars Supply | Uniform Expenses | \$131.95 |
| 5226 | 1/25/2024 | Sam's Club | Office Expenses | \$121.14 |
| 11717 | 1/24/2024 | Longs Peak Water District | Purchased Water Expenses | \$112.79 |
| 5233 | 1/29/2024 | Town of Berthoud | Bldg/Grnds | \$92.35 |

| Check Number | Check Issue Date | Payee | Description | Amount |
|-------------------------|------------------|------------------------------------|----------------------------|------------------------|
| 11718 | 1/24/2024 | MI Sports | Uniform Expenses | \$90.00 |
| 11714 | 1/24/2024 | Intermountain Sales of Denver Inc | Locate Expenses | \$85.00 |
| 11701 | 1/10/2024 | S & S Sanitation | Bldg/Grnds | \$68.56 |
| 11726 | 1/24/2024 | Weld County Clerk & Recorder | Office Expenses | \$56.00 |
| 5214 | 1/25/2024 | Employers Council | Office Expenses | \$50.00 |
| 11697 | 1/10/2024 | Johnstown Breeze | Office Expenses | \$45.00 |
| 5234 | 1/29/2024 | City of Loveland Water & Power | Purchased Water Expenses | \$42.26 |
| 5224 | 1/25/2024 | PIONEER | Sys Repairs | \$34.21 |
| 5171 | 1/4/2024 | City of Loveland Water & Power | Purchased Water Expenses | \$33.17 |
| 11715 | 1/24/2024 | Larimer County Clerk & Recorder | Office Expenses | \$33.00 |
| 5207 | 1/22/2024 | City of Loveland Water & Power | Purchased Water Expenses | \$32.81 |
| 5205 | 1/18/2024 | XCEL Energy | Operations - Utilities | \$25.34 |
| 5177 | 1/11/2024 | Central Weld County Water District | Purchased Water Expenses | \$17.95 |
| 5203 | 1/16/2024 | XCEL Energy | Operations - Utilities | \$16.60 |
| 5206 | 1/18/2024 | XCEL Energy | Operations - Utilities | \$14.39 |
| 11687 | 1/10/2024 | Berthoud Ace Hardware | WQ - Sampling Stations | \$9.99 |
| 5182 | 1/11/2024 | Frontier Business Products | Service Contracts Expenses | \$9.37 |
| Total Operations | | | | \$ 3,419,918.64 |

Payroll

| Check Number | Check Issue Date | Payee | Description | Amount |
|---------------------------------|------------------|---------------------------------|---|------------------------|
| Check No | Check Date | Payee | Description | Amount |
| 2425 | 1/2/2024 | EFTPS | Federal Withholding Tax Pay Period: 12/31/2023 | \$29,281.44 |
| 2426 | 1/2/2024 | CDOR | CO State Withholding Tax Pay Period: 12/31/2023 | \$4,131.00 |
| 2427 | 1/2/2024 | COLONIAL LIFE INSURANCE | COLONIAL LIFE Pay Period: 12/31/2023 | \$241.58 |
| 2428 | 1/2/2024 | COLORADO RETIREMENT ASSOCIATION | 401 Contributions Pay Period: 12/31/2023 | \$13,584.97 |
| 2429 | 1/2/2024 | COLORADO RETIREMENT ASSOCIATION | 457 Contributions Pay Period: 12/31/2023 | \$8,993.38 |
| 2430 | 1/2/2024 | Alerus | HEALTH SAVINGS ACCOUNT Pay Period: 12/31/2023 | \$1,959.24 |
| 2431 | 1/15/2024 | EFTPS | Federal Withholding Tax Pay Period: 1/14/2024 | \$30,041.38 |
| 2432 | 1/15/2024 | CDOR | CO State Withholding Tax Pay Period: 1/14/2024 | \$4,091.00 |
| 2433 | 1/15/2024 | CEBT | CEBT Pay Period: 1/14/2024 | \$50,896.88 |
| 2434 | 1/15/2024 | COLORADO RETIREMENT ASSOCIATION | 401 Contributions Pay Period: 1/14/2024 | \$14,095.31 |
| 2435 | 1/15/2024 | COLORADO RETIREMENT ASSOCIATION | 457 Contributions Pay Period: 1/14/2024 | \$9,446.81 |
| 2436 | 1/15/2024 | Alerus | HEALTH SAVINGS ACCOUNT Pay Period: 1/14/2024 | \$1,978.34 |
| 2437 | 1/29/2024 | EFTPS | Federal Withholding Tax Pay Period: 1/28/2024 | \$30,405.16 |
| 2438 | 1/29/2024 | CDOR | CO State Withholding Tax Pay Period: 1/28/2024 | \$4,139.00 |
| 2439 | 1/29/2024 | COLONIAL LIFE INSURANCE | COLONIAL LIFE Pay Period: 1/28/2024 | \$241.58 |
| 2440 | 1/29/2024 | COLORADO RETIREMENT ASSOCIATION | 401 Contributions Pay Period: 1/28/2024 | \$14,132.51 |
| 2441 | 1/29/2024 | COLORADO RETIREMENT ASSOCIATION | 457 Contributions Pay Period: 1/28/2024 | \$9,171.91 |
| 2442 | 1/29/2024 | Alerus | HEALTH SAVINGS ACCOUNT Pay Period: 1/28/2024 | \$16,993.34 |
| 13255-13289 | 1/3/2024 | Direct Deposit | Pay Period 12/18/2023-12/31/2023 | \$76,603.00 |
| 13290 | 1/3/2024 | Szmyd, William R | December Board Meeting | \$105.32 |
| 13291 | 1/3/2024 | Martens, Edward M | December Board Meeting | \$108.33 |
| 13292 | 1/3/2024 | Brandt, Larry R | December Board Meeting | \$111.35 |
| 13293 | 1/3/2024 | Brandenburg, Steven T | December Board Meeting | \$104.66 |
| 13294 | 1/3/2024 | McMurtrey, Emily J | December Board Meeting | \$102.04 |
| 13295 | 1/3/2024 | Walker, James J | December Board Meeting | \$111.87 |
| 13296-13331 | 1/17/2024 | Direct Deposit | Pay Period 01/01/2024-01/14/2024 | \$82,428.35 |
| 13332-13367 | 1/31/2024 | Direct Deposit | Pay Period 01/15/2024-01/28/2024 | \$83,814.10 |
| Total Payroll | | | | \$ 487,313.85 |
| Total Cash Disbursements | | | | \$ 3,907,232.49 |

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item Number: 5.4

Staff: Angela Diekhoff, Business Manager

Subject:

Discussion of the Financial Reports

Staff Recommendation:

Staff recommend acceptance of the January Financial Reports.

Discussion:

OPERATING FUND:

Operating Revenue – We have collected \$576,554 which is \$1,588,394 less than Budget.

Windy Gap Passthrough payment was budgeted for January payment was received in February.

Operating Expenses – We have spent \$1,654,278 which is \$249,401 more than Budget.

CBT Assessment was budgeted for March, but payment was already made in January.

Operating Gain (Loss) – We have an operating loss of \$1,077,724 which is \$1,837,795 more than Budget.

NON-OPERATING FUND:

Non-Operating Revenue – We have collected \$753,792 which is \$9,622 more than

Budget. Capital Costs – District – We have spent \$1,216,191 which is \$2,714,279

less than Budget.

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

| Capital Costs – District | Actual YTD | YTD Budget | Annual Budget |
|---|---------------------|---------------------|---------------------|
| County Rd Improvements | \$ 0 | \$ 18,750 | \$ 225,000 |
| Service Connection Expense | 32 | \$ 20,009 | 240,108 |
| Telemetry Improvements | 14,194 | 16,666 | 200,000 |
| Small Line Abandonment | 0 | 8,333 | 100,000 |
| Northeast Transmission Line | 144,616 | 215,277 | 2,583,333 |
| 5MG Twin Mounds Tank Coating | 9,982 | 0 | 0 |
| Loveland/Campion Conversion | 218,235 | 2,628,000 | 2,628,000 |
| 54 Bridge0Waterline Relocation | 694,393 | 0 | 0 |
| Dry Creek Feasibility | 0 | 70,000 | 70,000 |
| Twin Mounds Passive Mixing Sys | 0 | 249,700 | 249,700 |
| 3rd & Welker Waterline Replace | 12,512 | 400,000 | 400,000 |
| Botterill0LTWD System Modification | 0 | 48,070 | 48,070 |
| Twin Mounds Exterior Cathodic | 0 | 87,000 | 87,000 |
| Water Efficiency/Water Loss | 0 | 500,000 | 500,000 |
| 30" Barefoot Line0Reimbursement | 0 | 310,000 | 310,000 |
| Buckhorn Tank Mixing System Study | 0 | 45,000 | 45,000 |
| Security Lighting & Cameras at Tank Sites | 0 | 17,600 | 17,600 |
| Total Capital Projects | \$ 1,093,963 | \$ 4,634,405 | \$ 7,703,811 |
| Vehicle Replacement Program | 48,328 | 95,750 | 383,000 |
| Furn & Equip Replacement | 0 | 2,916 | 35,000 |
| Miscellaneous Equipment | 0 | 7,500 | 7,500 |
| Office Upgrade0Eng/Ops | 0 | 10,000 | 175,000 |
| Total Vehicles and Equipment | \$ 48,328 | \$ 116,166 | \$ 600,500 |
| Water Rights 0 CBT | 0 | 0 | 0 |
| Water Rights 0 Other | 0 | 0 | 0 |
| Water Resources Gen Eng | 12,150 | 0 | 600,000 |
| Water Resources Gen Legal | 1,403 | 208,333 | 249,996 |
| Native Water Conveyance | 37,869 | 20,833 | 249,996 |
| Raw Water Infrastructure | 22,478 | 22,478 | 250,000 |
| 2nd Use Infrastructure Study | 0 | 0 | 120,000 |
| Total Water Rights | \$ 73,900 | \$ 251,644 | \$ 1,469,992 |
| Total Capital Costs – District | \$ 1,216,191 | \$ 5,002,215 | \$ 9,774,303 |

Capital Costs - Joint: We have spent \$273,768, which is \$3,625,350 less than Budget. Detail of the year-to-date Joint Capital Projects:

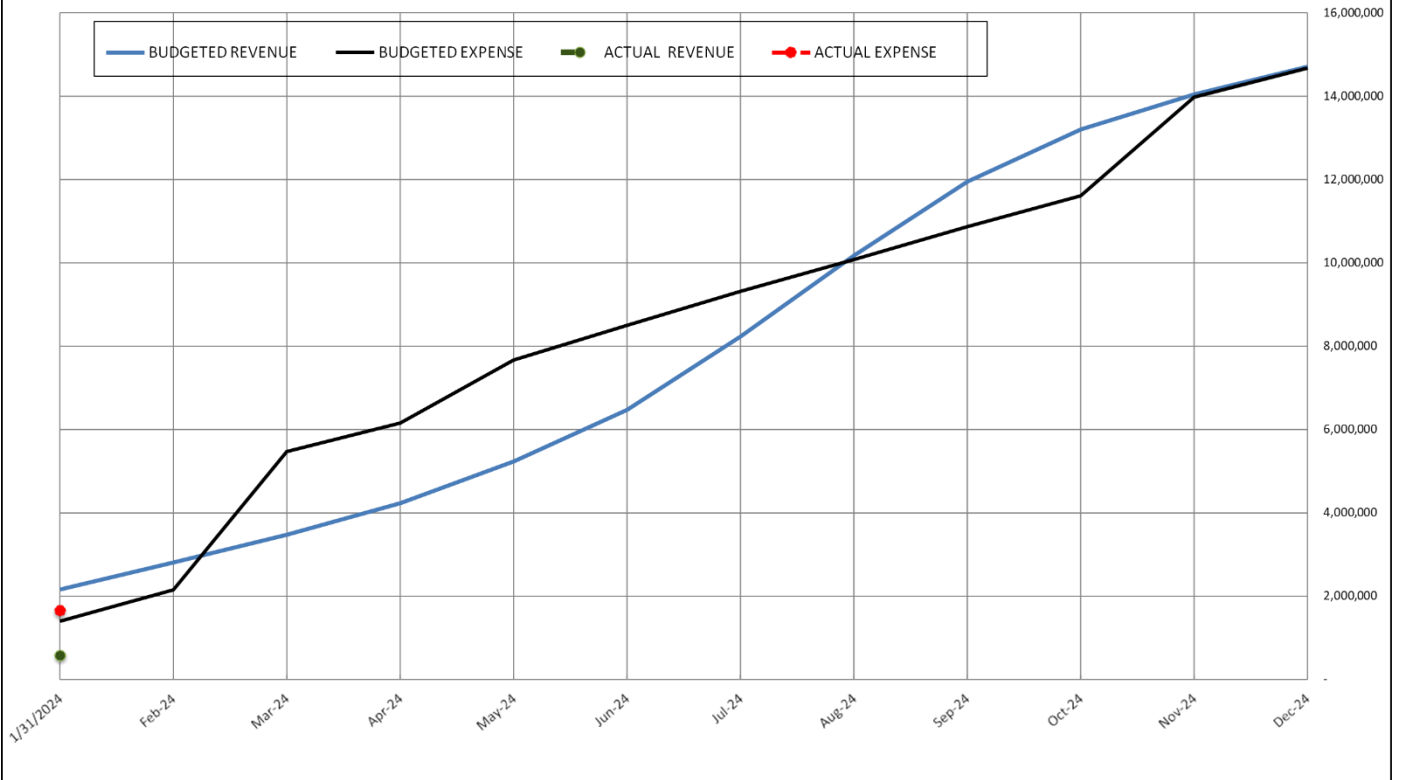
| Capital Costs – Joint | Actual YTD | YTD Budget | Annual Budget |
|-------------------------------------|-------------------|-------------------|---------------------|
| CLFP Membrane Replacement | 0 | 0 | \$ 300,000 |
| Dry Creek-Joint Cost | | | |
| Dry Creek-Joint Cost-Monitoring Sys | 0 | 0 | \$ 350 |
| Dry Creek-Pump Station | \$ 2,506 | \$ 2,506 | \$ 250,000 |
| CLFP 7MG Water Tank | \$ 2,304 | \$ 2,304 | \$ 0 |
| CLFP Vehicles & Equipment | 0 | 0 | \$ 75,000 |
| Pretreatment Design | 268,959 | 268,959 | 500,000 |
| Pretreatment Construction | 0 | 0 | 2,500,000 |
| New Storage Building at Dry Creek | 0 | 0 | 61,000 |
| New Boat Motor & Trailer | 0 | 0 | 7,500 |
| Upgrade Boat Ramp at Dry Creek | 0 | 0 | 15,000 |
| Filter Rehabilitation (South) | 0 | 0 | 55,000 |
| Unspecified Place Holder | 0 | 0 | 137,500 |
| Total Capital Projects | \$ 273,768 | \$ 273,768 | \$ 3,901,350 |

Non-Operating Gain (Loss) – We have a net non-operating loss of \$736,167, which is \$6,075,483 less than Budget.

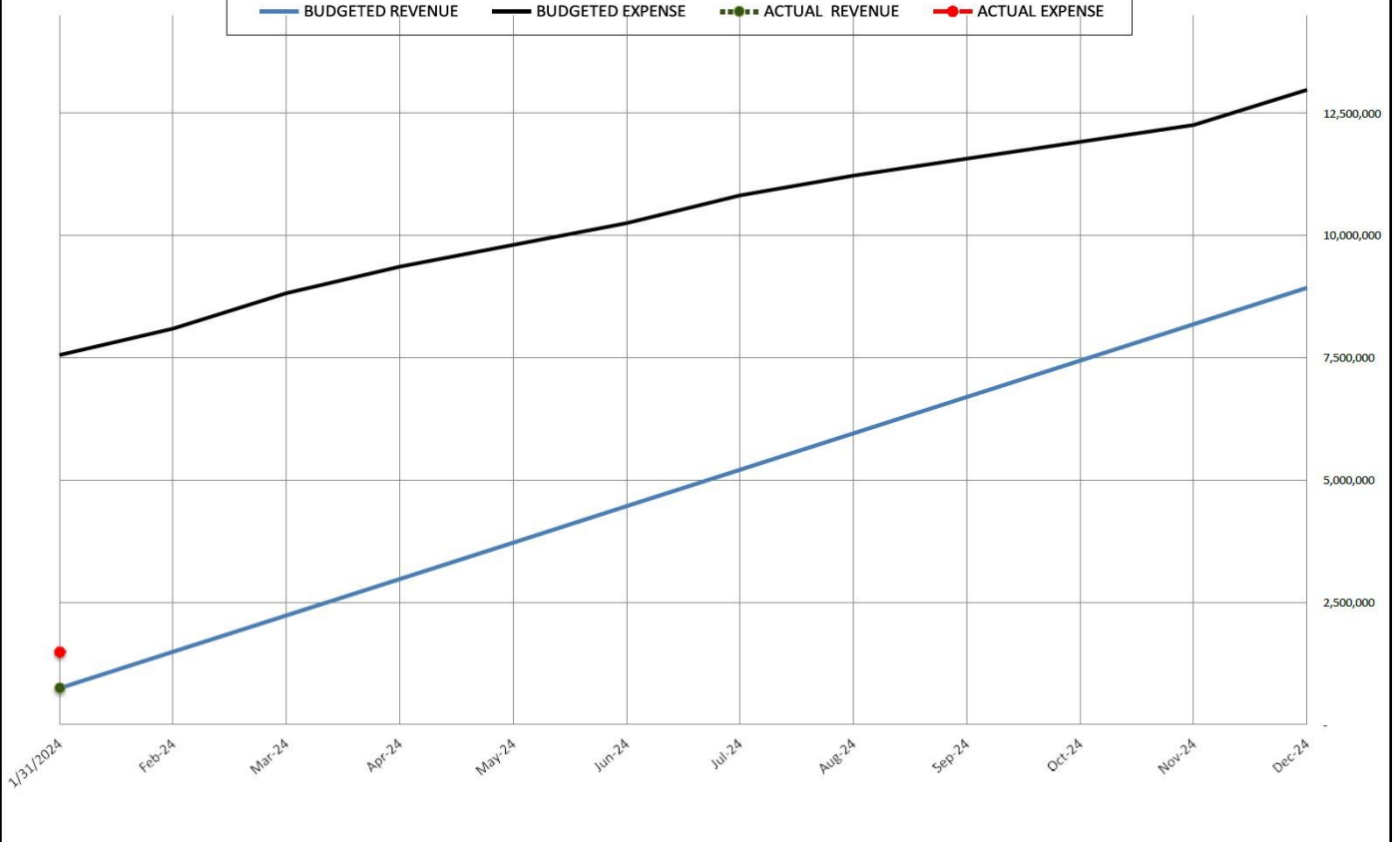
CHANGE IN WORKING CAPITAL:

| Year-To-Date Change in Working Capital | | | | |
|--|----------------------|----------------------|--------------------------|----------------------|
| | Actual | Budget | Budget/Actual Comparison | Approved Budget |
| Operating Gain (Loss) | \$ -1,077,724 | 760,071 | \$ -1,837,795 | 51,947 |
| Non-Operating Gain (Loss) | \$ -736,167 | \$ -6,811,650 | 6,075,483 | \$ -4,047,026 |
| Total Gain (Loss) | \$ -1,813,891 | \$ -6,051,579 | \$ 4,237,688 | \$ -3,995,079 |

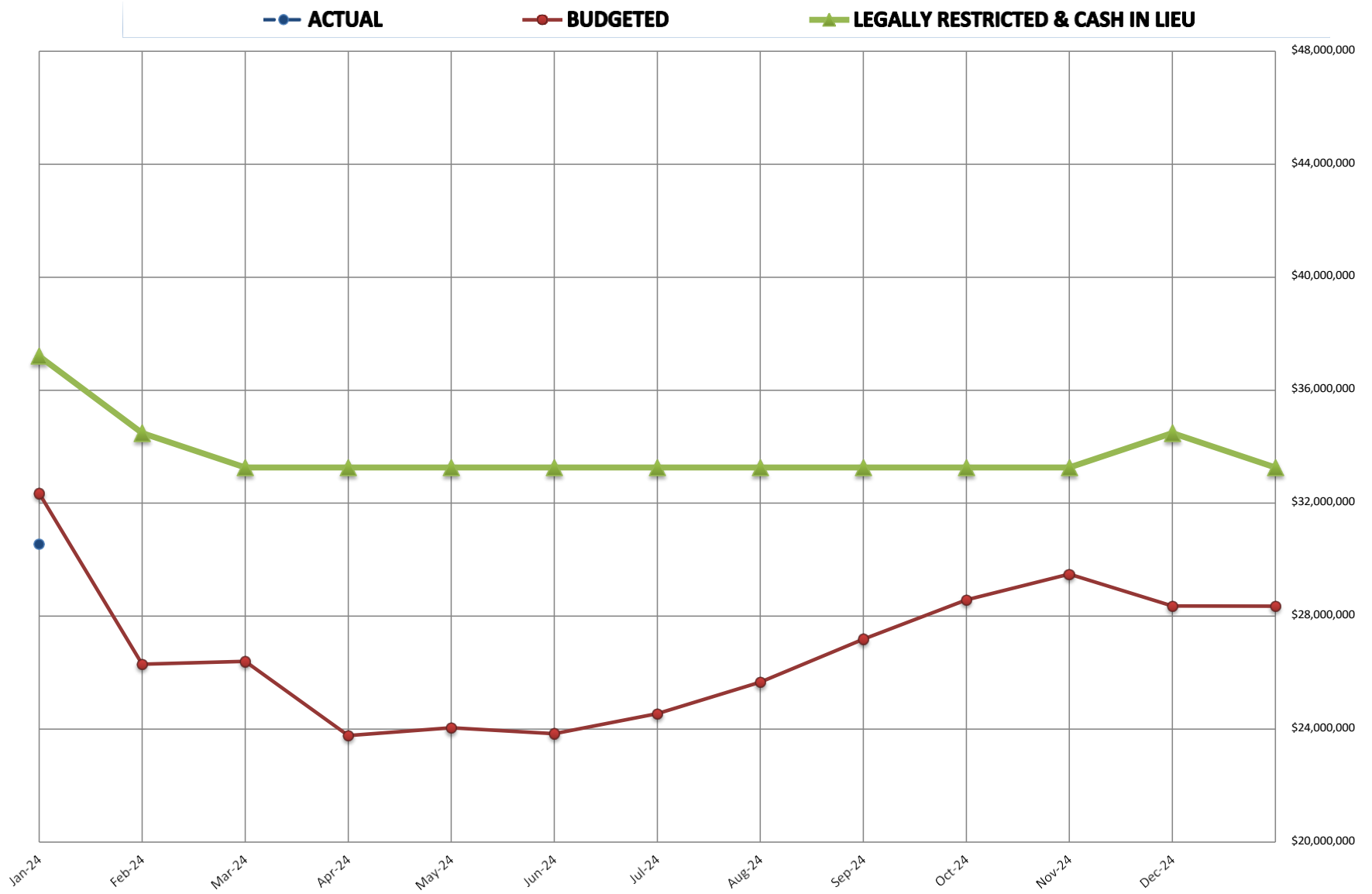
2024 OPERATING REVENUE & EXPENSE CUMULATIVE



2024 NON OPERATING REVENUE & EXPENSE CUMULATIVE



LITTLE THOMPSON WATER DISTRICT 2024 WORKING CAPITAL GRAPHICAL COMPARISON



**LITTLE THOMPSON WATER DISTRICT
INCOME AND EXPENSE SUMMARY
FOR MONTH ENDING January 31, 2024**

| | Current Month Actual | Current Month Budget | Month Comp Bud/Act | 2024 YTD Actual | 2024 YTD Budget | YTD Comp Bud/Act | 2024 Adopted Budget |
|---------------------------------------|----------------------------|----------------------------|--------------------------|-----------------------|-----------------------|------------------------|---------------------------|
| OPERATING REVENUE | | | | | | | |
| Water Revenue Base Fee | 335,319 | 341,170 | -5,851 | 335,319 | 341,170 | -5,851 | 4,285,015 |
| Water Revenue Tier I | 117,632 | 103,580 | 14,052 | 117,632 | 103,580 | 14,052 | 1,781,365 |
| Water Revenue Tier II | 33,679 | 55,905 | -22,226 | 33,679 | 55,905 | -22,226 | 2,342,720 |
| Water Revenue Tier III | 11,532 | 23,485 | -11,953 | 11,532 | 23,485 | -11,953 | 1,612,125 |
| Water Revenue Tier IV | 49,667 | 58,735 | -9,068 | 49,667 | 58,735 | -9,068 | 1,688,675 |
| Water Revenue Tier V | 7,168 | 19,105 | -11,937 | 7,168 | 19,105 | -11,937 | 746,030 |
| Water Surcharge | 0 | 0 | 0 | 0 | 0 | 0 | 85,250 |
| Water Revenue Wholesale | 4,794 | 18,050 | -13,256 | 4,794 | 18,050 | -13,256 | 340,515 |
| Water Revenue Rental | 0 | 0 | 0 | 0 | 0 | 0 | 42,000 |
| Bulk Water Revenue | 10,853 | 13,500 | -2,647 | 10,853 | 13,500 | -2,647 | 212,500 |
| Other Revenue | 5,911 | 5,640 | 271 | 5,911 | 5,640 | 271 | 63,080 |
| Windy Gap Firming Passthrough | 0 | 1,525,778 | - 1,525,778 | 0 | 1,525,778 | - 1,525,778 | 1,525,778 |
| Total Operating Revenue | 576,554 | 2,164,948 | - 1,588,394 | 576,554 | 2,164,948 | - 1,588,394 | 14,725,053 |
| OPERATING EXPENSES | | | | | | | |
| Water Treatment | 135,854 | 175,025 | -39,171 | 135,854 | 175,025 | -39,171 | 1,958,258 |
| System Maintenance | 109,915 | 95,350 | 14,565 | 109,915 | 95,350 | 14,565 | 1,143,900 |
| Administration and General | 109,355 | 141,137 | -31,782 | 109,355 | 141,137 | -31,782 | 1,033,937 |
| Engineering | 6,490 | 181,550 | -175,060 | 6,490 | 181,550 | -175,060 | 425,600 |
| Assessments | 923,550 | 136,000 | 787,550 | 923,550 | 136,000 | 787,550 | 2,651,875 |
| Joint Operations | 1,665 | 147,450 | -145,785 | 1,665 | 147,450 | -145,785 | 223,900 |
| St Vrain Authority Operations | 16,379 | 17,500 | -1,121 | 16,379 | 17,500 | -1,121 | 100,000 |
| Wages & Benefits | 351,069 | 510,865 | -159,796 | 351,069 | 510,865 | -159,796 | 4,799,585 |
| Bond & Loan Payments | 0 | 0 | 0 | 0 | 0 | 0 | 2,336,051 |
| Total Operating Expenses | 1,654,278 | 1,404,877 | 249,401 | 1,654,278 | 1,404,877 | 249,401 | 14,673,106 |
| Operating Gain (Loss) | -1,077,724 | 760,071 | - 1,837,795 | -1,077,724 | 760,071 | - 1,837,795 | 51,947 |
| NON OPERATING REVENUE | | | | | | | |
| Plant Investment Fees | 277,700 | 230,921 | 46,779 | 277,700 | 230,921 | 46,779 | 2,771,050 |
| Cash in Lieu of Water Rights | 223,700 | 43,750 | 179,950 | 223,700 | 43,750 | 179,950 | 525,000 |
| NonRes Cash in Lieu of Water | 159,500 | 392,500 | -233,000 | 159,500 | 392,500 | -233,000 | 4,710,000 |
| Tap Installation Revenue | 16,600 | 19,708 | -3,108 | 16,600 | 19,708 | -3,108 | 236,500 |
| Water Resource Fee | 19,000 | 12,917 | 6,083 | 19,000 | 12,917 | 6,083 | 155,000 |
| Interest Income | 55,456 | 25,000 | 30,456 | 55,456 | 25,000 | 30,456 | 300,000 |
| Native Water Dedication Fee | 0 | 1,275 | -1,275 | 0 | 1,275 | -1,275 | 15,300 |
| Gain (Loss) Sale of Asset | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Contrib Water Court | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other Fees | 1,836 | 18,099 | -16,263 | 1,836 | 18,099 | -16,263 | 217,181 |
| Passthrough Revenue | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Non Operating Revenue | 753,792 | 744,170 | 9,622 | 753,792 | 744,170 | 9,622 | 8,930,031 |
| NON OPERATING EXPENSES | | | | | | | |
| Capital Improvements 0 District | 1,093,963 | 3,761,805 | -2,667,842 | 1,093,963 | 3,761,805 | -2,667,842 | 6,831,211 |
| Vehicles & Equipments Costs | 48,328 | 106,166 | -57,838 | 48,328 | 106,166 | -57,838 | 425,500 |
| Water Right Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Water Rights - Windy Gap | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Water Rights Adjudication | 73,900 | 62,499 | 11,401 | 73,900 | 62,499 | 11,401 | 1,974,996 |
| 2nd Use Infrastructure Study | 0 | 0 | 0 | 0 | 0 | 0 | 120,000 |
| St Vrain Authority Treatment | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Capital Costs 0 District | 1,216,191 | 3,930,470 | - 2,714,279 | 1,216,191 | 3,930,470 | - 2,714,279 | 9,351,707 |
| Capital Improvements - Joint | 273,768 | 3,625,350 | - 3,351,582 | 273,768 | 3,625,350 | - 3,351,582 | 3,625,350 |
| Total Non Operating Expenses | 1,489,959 | 7,555,820 | - 6,065,861 | 1,489,959 | 7,555,820 | - 6,065,861 | 12,977,057 |
| Non Operating Gain(Loss) | -736,167 | -6,811,650 | 6,075,483 | -736,167 | -6,811,650 | 6,075,483 | -4,047,026 |
| Net Revenue Over Expenses | -1,813,891 | -6,051,579 | 4,237,688 | -1,813,891 | -6,051,579 | 4,237,688 | - 3,995,081 |

LITTLE THOMPSON WATER DISTRICT

BALANCE SHEET

JANUARY 31, 2024

| | Current Month January | YTD 2024 January | Actual 2023 December |
|--|------------------------------|------------------------------|------------------------------|
| CURRENT ASSETS | | | |
| Board Designated Reserves | \$ 21,444,429 | \$ 21,444,429 | \$ 21,589,045 |
| Cash on Hand | \$ 12,656,196 | \$ 12,656,196 | \$ 15,614,324 |
| Cash In Lieu | \$ 383,200 | \$ 383,200 | \$ 0 |
| Total Cash & Cash Equivalents | <u>\$ 34,483,826</u> | <u>\$ 34,483,826</u> | <u>\$ 37,203,369</u> |
| ACCOUNTS RECEIVABLE | | | |
| A/R - Water Revenue | \$ 642,363 | \$ 642,363 | \$ 746,980 |
| A/R - Misc Revenue | \$ 1,607,009 | \$ 1,607,009 | \$ -55,832 |
| Accrued Int Receivable | \$ 27,566 | \$ 27,566 | \$ 1,959 |
| Projects Passthrough Projects | \$ -29,093 | \$ -29,093 | \$ -45,952 |
| Total Accounts Receivable | <u>\$ 2,247,845</u> | <u>\$ 2,247,845</u> | <u>\$ 647,155</u> |
| OTHER ASSETS | | | |
| Inventory | \$ 450,032 | \$ 450,032 | \$ 436,430 |
| Prepaid Expenses | \$ 25,656 | \$ 25,656 | \$ 25,656 |
| Total Other Assets | <u>\$ 475,688</u> | <u>\$ 475,688</u> | <u>\$ 462,086</u> |
| 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 | \$ -44,693,299 | \$ -44,693,299 | \$ -44,693,299 |
| Water Rights | \$ 108,692,679 | \$ 108,692,679 | \$ 108,692,679 |
| Total Capital Assets | <u>\$ 192,527,646</u> | <u>\$ 192,527,646</u> | <u>\$ 192,527,646</u> |
| Total Assets | <u>\$ 229,735,004</u> | <u>\$ 229,735,004</u> | <u>\$ 230,840,255</u> |
| CURRENT LIABILITIES | | | |
| Current Liabilities | \$ 2,086,420 | \$ 2,086,420 | \$ 1,158,659 |
| Wages Payable | \$ 442,874 | \$ 442,874 | \$ 661,996 |
| Bond/Loan Interest Payable | \$ 166,813 | \$ 166,813 | \$ 166,813 |
| Current Portion Long Term Debt | \$ 0 | \$ 0 | \$ 0 |
| Current Liabilities | <u>\$ 2,696,107</u> | <u>\$ 2,696,107</u> | <u>\$ 1,987,468</u> |
| 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 | <u>\$ 32,096,051</u> | <u>\$ 32,096,051</u> | <u>\$ 32,096,051</u> |
| Total Liabilities | <u>\$ 34,792,158</u> | <u>\$ 34,792,158</u> | <u>\$ 34,083,519</u> |
| NET ASSETS | | | |
| NET ASSETS | \$ 196,756,736 | \$ 196,756,736 | \$ 205,868,582 |
| Net Revenue Over Expenses | \$ -1,813,891 | \$ -1,813,891 | \$ -9,111,846 |
| Total Equity | <u>\$ 194,942,845</u> | <u>\$ 194,942,845</u> | <u>\$ 196,756,736</u> |
| TOTAL LIABILITIES AND EQUITY | <u>\$ 229,735,004</u> | <u>\$ 229,735,004</u> | <u>\$ 230,840,255</u> |

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 6.1 Barefoot Agreement

Staff: Amber Kauffman, District Manager

Subject: Second Amended and Restated Water Service Agreement for Water Extensions between the District and Barefoot LLC

Staff Recommendation: Recommend approval subject to finalizing terms and conditions following Board discussion and direction.

Discussion: 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 the better part of 2023. A significant point of discussion for revisions to the Agreement is centered around the sizing of the West I-25 Transmission Line and the costs associated with oversizing from an 18" to 24" transmission line, and now from a 24" to 30" transmission line. Barefoot agreed to most of the terms the District requested; however, they do request that if the repayment period persists past 10 years that the interest rate would adjust to the higher of either 6% or prime + 2%. There is no penalty for prepayment, which means that the District at any time could borrow the money or use other capital dollars to pay off the obligation.

Under the presented agreement, the interest would begin accumulating when Exhibit C was approved and Barefoot would start sending monthly statements to the District. This exhibit will detail the oversizing costs that the District is responsible for. The first payment for said oversizing costs and interest would not start until the first phase of the project was completed for substantial completion. From that point forward, the District would make monthly payments based on the dollars recouped from tap sales.

Anastasia Urban with Brookfield Properties plans to attend the Board meeting to respond to any questions the Board may have.

Attached is the proposed agreement. The current agreements will be provided under separate communication.

**SECOND AMENDED AND RESTATED
AGREEMENT FOR WATER EXTENSIONS**

This Second Amended and Restated Agreement for Water Extensions (the "**Agreement**") is dated effective as of the _____ day of _____, 2024 (the "**Effective Date**") by and between LITTLE THOMPSON WATER DISTRICT ("**District**") and BAREFOOT, LLC, a Colorado limited liability company ("**Barefoot**") (The District and Barefoot are collectively referred to herein as the "**Parties**").

RECITALS

A. District and Carma (Colorado), Inc. (now known as Brookfield Residential (Colorado), LLC) ("Brookfield") previously entered into that certain agreement for Water Extensions dated April 7, 2005 and amended on October 14, 2010 and October 11, 2012 (the "**Original Agreement**").

B. The District and Brookfield entered into an Amended and Restated Agreement for Water Extensions dated February 12th, 2015; amended by the First Amendment to Amended and Restated Agreement for Water Extensions, dated January 31, 2016; a Revised Addendum A, dated October 7, 2019; Addendum B, dated May 16, 2017 and revised on April 4, 2019; and Addendum C, dated May 21, 2019 (collectively the "**Water Service Agreement**").

C. Barefoot is the successor in interest to Brookfield in relation to the Barefoot Lakes project in Firestone, Colorado (the "**Project**" or "**Barefoot Lakes**"), more particularly described on **Exhibit A**, attached hereto. Any reference to the "Property" in this Agreement shall refer to the Project.

D. The District is organized as a special district under laws of the State of Colorado, serving treated water within the District as may now be established or as hereinafter established and is the water service provider for the Project.

E. The District and Barefoot desire to amend and restate the Water Service Agreement to eliminate no longer relevant provisions, incorporate the addenda into the body of the agreement, and modify the terms and conditions as provided in this Agreement.

IN CONSIDERATION of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The District and Barefoot fully amend and restate the Water Service Agreement as follows:

1. WATER SERVICE GENERALLY.

1.1 **Water Mains.** Except as otherwise provided in this Agreement, Barefoot shall pay for and provide all water mains either within or without the boundaries of the District to provide water service to the Project, but the District may construct said mains, or the District may approve construction by Barefoot, or Barefoot's contractor in accordance with the rules and regulations of the District (the "**Rules and Regulations**") in effect at the time

of the District's approval of such construction. The term "Customer" shall mean Barefoot and each subsequent owner of property within the Project.

a. The District's approval of such construction by Barefoot, or Barefoot's contractor shall be by a written agreement providing for the terms of such installation, including requirements that the materials used shall meet all standards of the District and that provides for inspection by the District of the construction of such water mains.

b. Barefoot shall construct all water mains in conjunction with the development of other public improvements within each approved final plat or filing within the Project or as otherwise provided in this Agreement in conformance with construction plans approved by the District.

c. Barefoot shall transfer all right, title and interest in and to the facilities installed, easements, appurtenances, and other necessary property rights to the District by good and sufficient assignment or bill of sale or general warranty deed. Such transfer shall be made free and clear of all liens and encumbrances, and Barefoot shall furnish sufficient evidence of title or a "Form 100" title policy if required by the District. Barefoot shall furnish mechanic's lien releases or a good and sufficient performance and payment bond pursuant to the Colorado Mechanic's Lien Law to ensure that all construction costs have been paid in full. All labor and materials shall be warranted for defects of any kind by Barefoot and Barefoot's contractor for two years from the date of acceptance of such facilities by the written acceptance of such facilities. District shall consider whether to accept or reject the installation upon receipt of the documents of transfer and evidence of title. If Barefoot has complied with this Agreement and all other conditions precedent to the acceptance of the facilities, the District shall approve and accept the transfer and shall thereafter assume operation and maintenance of the facilities. In no event shall the District assume ownership, operation, or maintenance of any installation on the service side of the metering installation for the Project.

1.2 Except as otherwise set forth in this Agreement, the District will provide service in accordance with its Rules and Regulations and line extension policies as now adopted or as may be hereafter adopted by the District. The Customer shall commence payment of established rates of the District, including minimum fees, on the date of installation of a tap, and water is available for use at the tap. Notwithstanding the foregoing, Barefoot shall be entitled to rely upon the District's commitment to serve the Project pursuant to this Agreement, and no subsequent change in the District's Rules and Regulations shall limit the water credit of the Windy Gap Water already dedicated, or the CBT Units already dedicated, nor shall any such Raw Water Dedication Requirement be increased except as provided in Section 4.

1.3 The terms of this Agreement shall apply to the Property, and the taps hereinafter provided may be used only upon said Property. This Agreement shall be treated as personal property and not real property.

1.4 Barefoot shall provide the District with an accurate copy of the final plat of the Property, or portion thereof, to be served by the District. If the plat must be approved by the Town of Firestone, then a recorded copy of the plat with the Clerk and Recorder of Weld County must be provided to the District.

1.5 In conjunction with the development of the Project, Barefoot, at no cost or expense to the District, shall grant to the District easements conveying to the District the right to enter upon the Property in conjunction with its operation and maintenance of the facilities herein described.

1.6 This Agreement contemplates that Barefoot shall construct and dedicate the facilities necessary to provide water service to the Project. If the District installs the facilities, the District shall install the facilities described herein in accordance with good engineering practice after Barefoot has established property lines, cut streets, alleys and easements to final grade and prior to the paving of streets, and the construction of curbs and gutters. Should the District undertake such facilities installation, the Parties shall first enter into a written agreement regarding such construction and Barefoot's reimbursement obligation.

1.7 Except as provided in this Agreement, water service shall be provided to Customers located within the Property at the District's applicable rates, and upon terms and conditions now in effect or at the rates and under the terms and conditions as may be hereafter adopted by the District and upon the Rules and Regulations as now established or as may hereafter be established by the District. No water service may be obtained except upon property included within the boundaries of the District. Customer agrees that no other person shall be permitted to use water provided by the taps herein described.

1.8 To meet the Raw Water Dedication Requirement, as defined in Section 4, for taps within the Property described, Barefoot may sell or transfer to the District all water as accepted pursuant to current District Rules and Regulations and will receive water credit as established in the current District Rules and Regulations. Such water may include water provided by the Northern Colorado Water Conservancy District, and District approved shares in agricultural ditch companies. If Barefoot wishes to dedicate water not currently accepted by the District, then Barefoot shall obtain and pay for a study to determine the yield of the proposed water right and include any legal and operational constraints. The District shall review the study, and the District Board of Directors, in their sole and absolute discretion, shall determine if the water can be accepted by the District and by separate agreement between the District and Barefoot the amount of water credit that will be given. Barefoot shall not receive cash for such water transferred to the District but will receive water credit as established by the District Rules and Regulations.

Upon the dedication of raw water by Barefoot to the District, the District will provide acknowledgment of the dedicated acre-feet of water through a letter certifying the acre-feet of water credit for the Barefoot Lakes Project.

1.9 The District will allow the installation of taps as provided in this Agreement in conjunction with the satisfaction of the raw water dedication requirement as described in

Section 4 below. Except as provided in Sections 4.6 and 4.7, the taps may not be used on any property other than that described herein without the express prior written consent of the District. Customer may not encumber, mortgage, or collaterally assign the taps without the prior written consent of the District thereto. In all other respects, the taps or water credit shall be treated as personal property.

2. **CONSTRUCTION OF OFF-SITE WATERLINE.** District and Barefoot shall collaborate on the design and construction of the planned 30-inch diameter transmission line required to serve the Property (the “**30-Inch Waterline**”), as further set forth herein.

2.1 **Development of the Waterline Plans.** District has engaged Farnsworth Group (the “**Design Engineer**”) to prepare plans and specifications for the design development and construction of the 30-Inch Waterline (the “**Waterline Plans**”). The District will review the Waterline Plans to confirm that they generally conform with this Agreement and the District’s Rules and Regulations. Within thirty (30) days from the Effective Date, Barefoot shall contract with Farnsworth Group directly to complete the design plans.

2.2 **Project Costs.** Barefoot is responsible for costs associated with the design and construction of a 24-Inch waterline and has agreed to construct and provide up-front funding for the larger 30-Inch Waterline in accordance with the Waterline Plans. The CMAR, as defined in Section 2.7 below, shall prepare an estimate of the construction cost of a 24-inch waterline (the “**24-Inch Line Cost**”) and the construction cost of a 30-inch waterline. Subject to the approval of both Barefoot and the District, the difference between those two estimates shall be referred to herein as the “**Oversizing Cost.**” Barefoot shall pay the cost of construction of the 30-Inch Waterline (the “**Project Costs**”) and shall reimburse the District for the cost of preparation of the Waterline Plans, until such time Barefoot contracts directly with Farnsworth. Unless Barefoot enters into an agreement to the contrary, the District shall be responsible for its costs relating to review of the Waterline Plans and its work associated with the 30-Inch Waterline, including administration and inspection.

2.3 **Preliminary Alignment.** Barefoot and the District have agreed upon the alignment of the 30-Inch Waterline along the west side of Interstate 25 (“I-25”) and a map of such alignment is attached hereto as **Exhibit B** and will be the basis of design for the 30-Inch Waterline in accordance with this Agreement.

2.4 **Easement Acquisition.** The District has engaged Western States Land Services to assist the District with the acquisition of all easements necessary for the construction, maintenance, and operation of the 30-Inch Waterline. Barefoot shall review the easement acquisition plan, shall provide consultation to the District, and shall provide its approval of the overall easement acquisition plan, which approval shall not be unreasonably withheld, conditioned, or delayed. The cost of easement acquisition shall be included in the Project Costs, as defined in Section 2.2, including, but not limited to, Barefoot approved legal fees, appraisal fees, engineering fees, and any and all compensation paid to the landowners to acquire the easements and any and all compensation paid to any easement owners to cross any ditches or other easements or rights of way.

2.5 **Ditch, Railroad, Utility, and other ROW Crossings.** The Design Engineer is responsible for facilitating ditch, railroad, utility, and other right-of-way (ROW) crossings, and the District shall oversee the process of obtaining crossing approvals. Barefoot shall review the proposed crossing agreements and shall provide its approval of the costs associated with each such crossing, which approval shall not be unreasonably withheld, conditioned, or delayed. The cost of ditch, railroad, utility, and other ROW crossings shall be included in the Project Costs, as defined in Section 2.2, including, but not limited to, Barefoot approved legal fees, appraisal fees, engineering fees, and any and all compensation paid to the facility owners or landowners to acquire the easements and any and all compensation paid to any easement owners to cross any ditches or other easements or rights of way.

2.6 **Weld County 1041 Review and Approval.** The Design Engineer is responsible for facilitating the Weld County 1041 review process, and the District shall oversee the process of obtaining Weld County 1041 approval for construction of the 30 Inch Waterline. Barefoot shall review and provide its approval of the costs associated with the 1041 review process, which approval shall not be unreasonably withheld, conditioned, or delayed. The cost of obtaining Weld County 1041 approval shall be included in the Project Costs, as defined in Section 2.2, including, but not limited to, Barefoot approved engineering and legal fees.

2.7 **CDOT Coordination.** The District has and will remain in communication with the Colorado Department of Transportation (“**CDOT**”) through the duration of the design and construction of the project and shall coordinate the easement corridor for the 30-Inch Waterline along the western boundary of I-25 in conjunction with the CDOT plans for expansion of the I-25 right-of-way to the degree future CDOT right-of-way information is made available by CDOT.

2.8 **Construction Contract.** The District and Barefoot completed oversight of the Design Engineer’s preparation of the final Construction Manager at Risk (CMAR) request for proposals and associated bid documents, and selected Garney Companies, Inc., a Missouri corporation (d/b/a Garney Construction Co.) as the Construction Manager at Risk (the “**CMAR Contractor**”) to complete the construction of the 30-Inch Waterline.

2.9 **Construction.** Barefoot shall be responsible for constructing the 30-Inch Waterline and associated infrastructure in accordance with this Agreement and as shown in the final construction documents approved pursuant to the Rules and Regulations (the “**Waterline Work**”). The District shall provide reasonable cooperation with the Waterline Work, and Barefoot shall manage the coordination of the CMAR contract and associated design and construction work.

2.10 **Ongoing Inspections.** The District shall have the right to inspect at any time without notice or require the CMaR contractor to test any part of the Waterline Work at any time with reasonable notice. Barefoot agrees, at Barefoot’s expense, to have items of the Waterline Work to which the District objects inspected or tested by the engineer of record for the project, as established in the CMAR contract (the “Design Engineer”) and/or, if Barefoot and the District agree, another licensed engineer or other licensed professional

designated by the District. If the inspection or testing reveals that such item is defective or not otherwise in compliance with the Waterline Plans and the Rules and Regulations (the “**Defect**”), Barefoot shall, at Barefoot’s expense, cause such Defect to be corrected as soon as reasonably practical.

2.11 **Barefoot’s Warranty.** For a period of two (2) years following the Substantial Completion (as such term is defined in Section 2.12) of the Waterline Work, Barefoot warrants to the District that all materials and equipment furnished in connection with the performance of the Waterline Work shall be of good quality and new unless otherwise specified, that all of the Waterline Work shall be of good quality, free from faults and defects, and that all materials and the Waterline Work shall be in conformance with the Waterline Plans and the Little Thompson Water District Water Line Specifications in effect on the date of approval of the Waterline Plans (the “**District Standards**”). Any Waterline Work not conforming to these requirements, including substitutions of materials and equipment of inferior quality not approved and authorized by the District prior to construction, may be considered defective by the District.

2.12 **Construction Timing.** Within thirty (30) days of the Effective Date of this Agreement, Barefoot shall enter into the CMAR Contract and shall cause the CMAR Contractor to commence work as provided in such contract.

2.13 **Completion of the 30-Inch Waterline.** Upon Barefoot’s completion of the Waterline Work or a portion of the 30-Inch Waterline as permitted under Section 2.13 below, Barefoot shall deliver to the District evidence of the satisfaction of the following requirements (the “**Completion Evidence**”):

- a. All punch list items as identified by the District relating to the 30-Inch Waterline, or any portion thereof, have been completed and accepted by the District;
- b. The Design Engineer and Barefoot provide the same joint certification to the District required above in connection with previous applications, except that such certification shall state that all of the work, labor and/or materials comprising the 30-Inch Waterline are in accordance with, and fully satisfy the requirements of, the Waterline Plans;
- c. Barefoot provides the District with a list of all material suppliers used in connection with the 30-Inch Waterline, together with copies of final lien waivers from all such parties and written evidence that such material suppliers have been paid in full;
- d. Barefoot provides the District with a final lien waiver from each of the site work contractors, together with written representation warranting that each contractor has been paid in full; and
- e. reproducible final set of “as-built” drawings of the 30-Inch Waterline in both hard copy (paper) and electronic copies in both PDF and AutoCad format,

showing all changes (including all field changes), if any, made thereto relative to the District approved set of the Waterline Plans; and

f. Barefoot delivers a bill of sale or other acceptable conveyance of the 30-Inch Waterline, or portion thereof, if delivered in phases, to the District.

The date on which the District approves the Completion Evidence pursuant to Section 2.12 is referred to herein as the “**Actual Completion Date**.” Prior to the Actual Completion Date, “**Substantial Completion**” of Waterline Work shall be defined as the date when the Waterline Work is sufficiently complete in accordance with the Waterline Plans so that the District may occupy or utilize the 30-Inch Waterline for the use for which it is intended, without unscheduled disruption. Substantial Completion of the Waterline Work shall occur prior to the completion of all punch-list items. This date shall be confirmed by a certificate of Substantial Completion signed by the Design Engineer and approved by the District.

2.14 Phasing of Waterline Construction. Upon application by Barefoot and written approval by the District, the construction of the Waterline may be phased, and each portion shall be governed by the terms set forth in Section 2.12 above.

2.15 Service Prior to Completion. The Parties shall endeavor to complete the construction of the 30-Inch Line as soon as reasonably practical. So long as Barefoot is diligently pursuing completion of the Waterline Work, the District shall continue to issue new SFE service taps for the Project, up to a maximum of 1,700 taps in the Project. The Waterline Work must meet Substantial Completion prior to issuance of the 1,701st new SFE serviced tap for the Project, except as modified by Section 2.15, or an additional line capacity lease be secured and approved by the District and subject to owning sufficient water credit.

2.16 Supplemental Line Capacity. The District, Barefoot, and Central Weld County Water District (“Central Weld”) are parties to that certain Tri-Party Agreement Regarding Lease of Pipeline Capacity dated September 7, 2023 (the “**Additional Capacity Lease**”), allowing for an additional 341 SFE service taps to be issued at Barefoot Lakes. Subject to compliance with the Additional Capacity Lease, the District shall continue to issue new SFE service taps for the Project up to a maximum of 2,041 taps.

3. REBATES AND REIMBURSEMENT. Barefoot shall be entitled to rebates tied to the sale of taps within the Project for their portion of the 24-Inch Line Cost as well as reimbursement of certain Oversizing Costs as described in Section 2.2 in accordance with this Section 3. Rebates and reimbursements as provided below shall be payable to Barefoot.

The single-family residential unit equivalent (SFE) shall be based on the 5/8” meter. The determination of SFEs for all taps, including, but not limited to, irrigation taps, commercial taps,

residential taps, etc. shall be based on AWWA Meter Factor Sizes as they relate to the 5/8” meter. A summary table is shown below. For example, a 2-inch meter has 8 SFE’s.

| Meter Size | SFEs |
|------------|-------|
| 5/8 inch | 1.00 |
| 3/4 inch | 1.50 |
| 1 inch | 2.50 |
| 1-1/2 inch | 5.00 |
| 2-inch | 8.00 |
| 3-inch | 15.00 |
| 4-inch | 30.00 |

3.1 **Rebates.** Barefoot shall be entitled to rebates from the District in an amount up to, but not more than the 24-Inch Line Cost. The District shall provide rebates to Barefoot, in the amount of One Thousand Dollars (\$1,000) for each water tap sold by the District within Barefoot Lakes. Rebates shall accrue upon the issuance of the 1,201st SFE service tap for the Project and the District shall tender payment of all accrued rebates and tender such payments to Barefoot at least quarterly.

3.2 **Oversizing Reimbursement.** The District agrees to reimburse Barefoot for the Oversizing Cost, as such cost is determined pursuant to Section 2.2. The approved Oversizing Cost shall be documented by the District and Barefoot executing an Oversizing Cost Confirmation in the form attached hereto as **Exhibit C**. This reimbursement will include interest calculated at an annual rate of six percent (6%) for the first ten (10) years and then will adjust to the greater of six percent (6%) or the Wall Street Journal Prime Rate plus two percent (WSJ Prime + 2%). Interest accrual begins from the date of the Oversizing Cost Confirmation and will continue until the total owed amount is fully paid. Payments shall be made as follows:

a. *Plant Investment Fees.* For a period commencing on the Effective Date of this Agreement and continuing until Barefoot has been reimbursed for the Oversizing Costs, the District shall collect and pay to Barefoot a portion of the plant investment fees (“**PIF**”) collected upon the issuance of all taps issued by the District outside of the Project. The 2024 PIF reimbursement shall commence on January 1, 2024 and the portion paid to Barefoot shall be two thousand dollars (\$2,000) per tap. The PIF reimbursement paid to Barefoot in 2025 and thereafter shall be at least three thousand dollars (\$3,000) per tap. The District and Barefoot shall review the District’s progress toward reimbursement of Barefoot every three years, commencing on the third anniversary of the Effective Date and the District shall adjust the PIF reimbursement amount to the extent reasonably required to achieve full repayment within ten (10) years from Substantial Completion of the 30-Inch Waterline, provided that the periodic adjustments shall be no greater than One Thousand Dollars (\$1,000) every third year. The PIF shall be used by the District

to reimburse Barefoot for the actual Oversizing Cost incurred by Barefoot. The District shall collect and accrue the PIF commencing on January 1, 2024 and shall make reimbursement payments to Barefoot on at least a quarterly basis, subject to Barefoot providing Completion Evidence for a particular phase of construction, as defined in Section 2.12, together with confirmation of the portion of the Oversizing Cost incurred for such phase.

b. *Developer Cost Sharing; Connection Fee.* In the event a new line extension is connected to the 30-Inch Waterline, the developer making such connection will be required to pay a one-time fee to tie into the line (the “**Connection Fee**”). The currently known properties and projects that may connect to and benefit from the waterline are set forth on **Exhibit D**, attached hereto. The Connection Fee for any properties served by connections to the 30-Inch Waterline shall be determined based upon Oversizing Cost allocated to each project based upon projected peak demand, and the Connection Fee shall be the greater of \$500 per SFE or the Connection Fee determined by the following formula:

$$(\text{Oversizing Cost}/\text{Oversized Capacity} \times 1.64\text{gpm}/\text{SFE}) - \text{PIF}$$

By way of example:

The Oversizing Cost is set forth on the Oversizing Cost Confirmation agreed to by Barefoot and the District. The Oversized Capacity is equal to 4,083 gallons per minute (gpm). That figure is determined by subtracting the 24” line capacity of 7,484 gpm from the 30” line capacity of 11,567gpm.

Therefore, if the Oversizing Cost = \$10,000,000 the calculation would be as follows:

$$(\$10,000,000/4,083) \times (1.64) - 3,000 = \$1,016.65/\text{SFE}.$$

The Connection Fee shall be determined prior to the District approving a connection to the 30-Inch Waterline. The District shall collect the Connection Fee as a condition of approval of a connection according to that development’s commitment letter and shall pay the Connection Fee to Barefoot upon receipt.

Commented [AK1]: Just cleaned up some language that was carried over and clarified that LTWD will collect funds and pay Barefoot.

Rebates and reimbursements shall be personal to Barefoot and may be assigned by Barefoot and shall be effective upon Barefoot providing written notice to the District.

4. **RAW WATER DEDICATION REQUIREMENT.** The Customer shall dedicate water prior to tap purchase (“Raw Water Dedication Requirement”) for all types of lots. More specifically, the Customer shall dedicate water for each residential parcel based on the District’s Rules and Regulations in effect at the time the parcel is platted. The Customer shall dedicate water for all non-residential lots after a commitment letter is issued for the proposed use and prior to the purchase of the tap according to District Rules and Regulations in effect at the time of the purchase of the tap.

Commented [AK2]: Non-Residential lots are different than residential lots. When you plat a lot for commercial use we don’t know if it is going to be an office building, a restaurant, or a car wash. All would require different amounts of water.

4.1 Windy Gap Water.

a. The District purchased twelve units of Windy Gap water from the City of Greeley, Colorado (the "**Windy Gap Units**") for the benefit of Barefoot Lakes. The Windy Gap Units obtained from Greeley are part of the Windy Gap Firming Project ("**Firming Project**") as defined in the Allotment Contract ("**Allotment Contract**") for an allotment of capacity in the Windy Gap Firming Project dated November 12, 2020, by and between the Windy Gap Firming Project Water Activity Enterprise and the District.

b. As the owner of the Windy Gap Units, the District is required to pay the Total Annual Assessments. The past, current and future Firming Project costs pursuant to the Allotment Contract, defined below (the "**Firming Costs**") shall be paid by Barefoot. The Firming Costs shall not include any standard operating and maintenance costs incurred by the District in relation to the Windy Gap Units as such costs are attributable to the service of each tap and shall be a District cost.

c. Barefoot shall pay the annual Firming Costs to the District no later than February 1st of each year. Barefoot shall pay all additionally invoiced Firming Costs within ninety (90) days of receipt of notice from the District. Such notice shall include the amount or amounts due. Upon written request by Barefoot, the District agrees to provide Barefoot with copies of receipts for payments made to the Municipal Subdistrict of the Northern Colorado Water Conservancy District solely in relation to Windy Gap and/or Windy Gap Firming Project expenses related to Barefoot Lakes.

d. The District gave Barefoot 40 acre-feet of water credit for each of the 12 Windy Gap Units prior to completion of the Firming Project and that the District shall give an additional 60 acre-foot of water credit per Windy Gap Unit upon: (i) completion of the Firming Project and (ii) the District's storage component in the Firming Project being filled with Windy Gap Water, as provided in this Section 4.1d.

i. The Firming Project will be deemed complete upon the Colorado State Engineer's final certification of Chimney Hollow Reservoir for storage of water to its full capacity, as provided in Section 3.3 of the Allotment Contract.

ii. Barefoot shall be credited with one-third of the water credit attributable to the 60 acre-feet of water credit per Windy Gap Unit, totaling 240 acre-feet of water credit ($60 \times 12 \times 1/3 = 240$) when the District's Pool in the Firming Project is one-third filled with Windy Gap water (1,600 acre-feet).

iii. Barefoot shall be credited an additional one-third of the water credit attributable to the 60 acre-feet of water credit per Windy Gap Unit (240 acre-feet), totaling 480 acre-feet of water credit, when the District's Pool in

the Firming Project is two-thirds filled with Windy Gap water (2,600 acre-feet).

iv. Barefoot shall be credited the final remaining one-third of water credit (240 acre-feet) attributable to the 60 acre-feet of water credit, totaling 720 acre-feet of water credit, when the District's Pool in the Firming Project is full (4,850 acre-feet) of Windy Gap water.

4.2 Northern Colorado Water Conservancy District Units. Barefoot may dedicate additional Colorado Big Thompson project units as administered by the Northern Colorado Water Conservancy District ("**CBT Units**") in satisfaction of its Raw Water Dedication Requirement for the Project. The Parties agree that the water credit for each CBT Unit is currently 0.5 acre-feet, but will be subject to the District Rules and Regulations in effect at the time of such dedication.

4.3 Other Water Rights. Barefoot is the owner or contract purchaser of other water rights appurtenant to the Property. Nothing in this Agreement shall obligate Barefoot to convey such water rights to the District or utilize such rights at Barefoot Lakes. Barefoot may dedicate such water rights to the District, if the District agrees to accept them, to meet the Raw Water Dedication Requirement for taps in the Project pursuant to the Rules and Regulations in effect at that time. Nothing in this Agreement shall obligate the District to accept any such other water rights.

4.4 Water Tap Purchase. Customer shall be entitled to purchase water taps from the District on an individual basis and shall not be required to purchase taps in any higher quantities if the Raw Water Dedication Requirement is met for those taps.

4.5 Water Credit. As of the date of this Agreement, Barefoot has dedicated to the District or is otherwise entitled to the benefit of 716.4 acre-feet of Water Credit associated with the Windy Gap Water and other water rights conveyed or made available to the District, which the Parties agree will be increased to 1,436.4 acre-feet of water upon completion and fill of the District's 4,850 acre-foot pool in the Firming Project as discussed in Section 4.1d. The dedicated water rights and acre-feet calculations are set forth on **Exhibit E**, attached hereto.

4.6 Transfer of Water Credit – Within Project. Barefoot may transfer Water credit to the purchasers of developed lots and also may transfer, in bulk, to a purchaser or purchasers of multiple lots or other parcels of land in the Project. Without being released from its obligations hereunder, Barefoot may assign a pro-rata portion of any unpaid Firming Cost obligation to the purchaser of such property. Barefoot shall not be released from any such assigned obligation without the prior written consent of the District, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.7 Transfer of Water Credit – Outside Project Barefoot may transfer water credits for use outside of the boundaries of the Project by providing written notice of such transfer to the District, but said water credit shall be used within the boundaries of the District. The Parties acknowledge that the highest and best use of the Windy Gap Units requires an

Commented [AK3]: I understand the need to "lock in" a water dedication amount for each lot to ensure the proforma still meets the objectives; however, we have been working to make sure we have enough water for the users in Barefoot and have generated different types/sizes of taps with different water dedications based on lot sizes. This has been data analysis driven.

We do not use the term SFE based on water credit. We use the term SFE based on meter size (see earlier in this agreement).

ability to measure, capture, and reuse such water and, therefore, the District's ability to achieve such highest and best use may not be possible outside of the Project. Accordingly, transfers outside of the project pursuant to this Section 4.7 shall be limited to the water credit from the dedication of CBT Units, and Barefoot shall not transfer water credit associated with the Windy Gap Units without the prior written consent of the District.

4.8 **Water Quantity.** Any change to the water dedication requirement of the Project shall be based upon a Water Quantity Study ("Study") to be prepared by the District or an approved third party, mutually acceptable to Barefoot and the District, at the cost of Barefoot. The Study shall determine the actual water use from established taps in the Project and include system losses for a period of no less than 3 years. The methodology and conclusions of the Study are to be reviewed and, if in agreement, approved by the District. In the event, based upon such study, the District reasonably concludes that the Project will require more water than is set forth in Section 4 of this Agreement, the Raw Water Dedication Requirement shall be increased for taps issued after the District approves the study. In the event, based upon the Study, that the District reasonably concludes that the water set forth in Section 4 of this Agreement exceeds the Raw Water Dedication Requirement of the Project, then Raw Water Dedication Requirement will be reduced for taps issued after the date the District approves the study or any excess water may be transferred pursuant to this Section 4.

4.9 **Reuse of Project Consumable Water.** Reusable water attributable to the 12 units of Windy Gap water, if available to the Project, may be used in accordance with that certain Lake Management and Water Rights Exchange Agreement among the District, Barefoot, Brookfield, and St. Vrain Lakes Metropolitan District No. 1, dated January 22, 2018, as amended.

5. DEFAULT; REMEDIES

5.1 **Default.** If any Party fails to meet, abide by, or maintain the terms and conditions of this Agreement, it will constitute an event of default by such Party.

5.2 **Notices of Default.** In the event of any claimed default by a Party, a non-defaulting Party will give the defaulting Party not less than 30 days' written notice and opportunity to cure, which notice will specify the nature of the default and will request that it be corrected within said 30-day period (the "Cure Period"). No act, event or omission will be a default hereunder if the defaulting Party's failure to perform is caused by Force Majeure or by any act, omission, or default by the other Party, or so long as the defaulting Party has in good faith commenced and is diligently pursuing efforts to correct the condition specified in such notice. Any claim for breach of this Agreement brought before the expiration of the applicable Cure Period will not be prosecuted by a Party until the expiration of the applicable Cure Period except as set forth in this Agreement, and will be dismissed by such Party if the default is cured in accordance with this Section 5.2.

5.3 **Remedies.** If any default under this Agreement is not cured as described in Section 5.2, the non-defaulting Parties will have all remedies available at law or equity, including

the right to bring an action for injunction, specific performance and or damages pursuant to the provisions of this Section.

6. **MISCELLANEOUS.**

6.1 **Notice.** Any notice, demand, consent, authorization or other communication (collectively, “**Notice**”) which either party is required or may desire to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally to the other party or sent by express-courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, postage or delivery charge prepaid, addressed to the other party as follows (or to such other address or person as either party to person entitled to Notice may be notice to the other specify):

To District:

Little Thompson Water District
Attention: District Manager
835 East Highway 56
Berthoud, CO 80513

And

Starr and Westbrook
Attention: Michael Westbrook
210 E. 29th Street
Loveland, CO 80538

And

Carlson, Hammond, and Paddock
Attention: Lee Johnson
1900 Grant St., Suite 1200
Denver, CO 80203

To Barefoot:

Barefoot, LLC
6465 S. Greenwood Plaza Blvd, Suite 700
Centennial, CO 80111

And

Lyons Gaddis
Attention: Cameron Grant
515 Kimbark Street, 2nd Floor
P. O. Box 978
Longmont, CO 80502-0978

Unless otherwise specified, Notices shall be deemed given when received, but if delivery is not accepted, Notices shall be deemed given on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

6.2 **Assignment.** This Agreement and any rights thereunder shall not be assigned, sold, hypothecated, pledged or otherwise transferred by Barefoot in whole or in part, without the prior written consent of the District, which consent shall not be unreasonably withheld. No assignment shall be made to any person or entity that does not own the Property.

6.3 **Binding on Successors.** This Agreement shall run with the land included within the Project and shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

6.4 **Amendment.** This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by District and Barefoot. No agent or representative of the District or Barefoot has the power to amend, modify, alter, or waive any provisions of this Agreement. Any promises, agreements, or representations made by any agent or representative of the District or Barefoot not herein set forth shall be void and of no further force and effect.

6.5 **Rates; Delivery.** Except as provided in this Agreement, the Customer agrees to abide by all rates established and Rules and Regulations of the District as established or as may hereafter be established by the District. The District shall not be liable for any injury or damage for failure to deliver water for any reason, including but not limited to a Force Majeure Event or water system failure.

6.6 **District Lien Rights.** The Customer understands and agrees that all amounts due under the terms of this Agreement, as well as all fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District, constitute a perpetual lien on the Property herein described, and that such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens. §32-1-1001(1)(j), C.R.S. 2002. In the event Customer fails to abide by any of the terms or conditions of this Agreement, Customer agrees to pay all costs and expenses incurred by the District as a result of the breach, including direct and consequential damages, loss of revenue, attorneys fees, court costs, expert witness fees and other expenses.

6.7 **Choice of Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for all actions regarding this Agreement shall be in Weld County, Colorado.

6.8 **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, and contains the entire agreement between the Parties. No statement, representation, or promise made by either party or the agent of either party that is not contained in the Water Service Agreement shall be valid or binding.

6.9 **Severability.** If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

6.10 **Headings.** The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

6.11 **Funding.** Any payment by the District of any amounts due under this Agreement is subject to annual appropriation by District's Board of Directors. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the District be required to spend any money in violation of Section 20 of Article X of the Colorado Constitution in the performance of its obligations under this Agreement.

6.12 **Time of Essence.** Time is of the essence of this Agreement.

6.13 **Force Majeure.** A "Force Majeure Event" is any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional states of emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; or (ix) other similar events beyond the reasonable control of the parties.

6.14 **Other Documents.** Barefoot agrees to execute any additional documents required by the District and to take any additional action necessary to carry out this Agreement.

6.15 **Nonwaiver of Immunity.** This Agreement shall not be construed to waive any of the privileges or immunities the District or its officers, employees, successors, and assigns are lawfully entitled to present pursuant to law, including but not limited to the Colorado Governmental Immunity Act, §24-10-101 et seq., as amended, and any other privilege or immunity of the District.

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IN WITNESS WHEREOF, the parties hereto have set their signatures to this Addendum as of the date first set forth above.

LITTLE THOMPSON WATER DISTRICT

BAREFOOT, LLC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Ratified by The District Board of Directors
on:

And:

By: _____
Name: _____
Title: _____

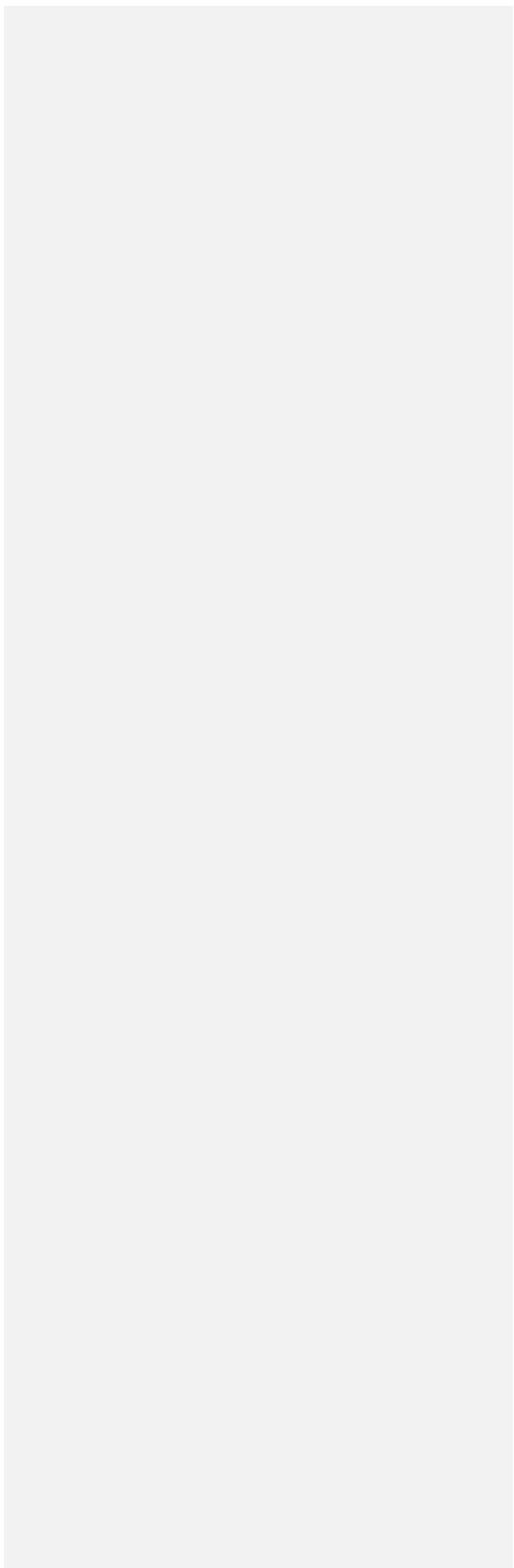


Exhibit A
The Project

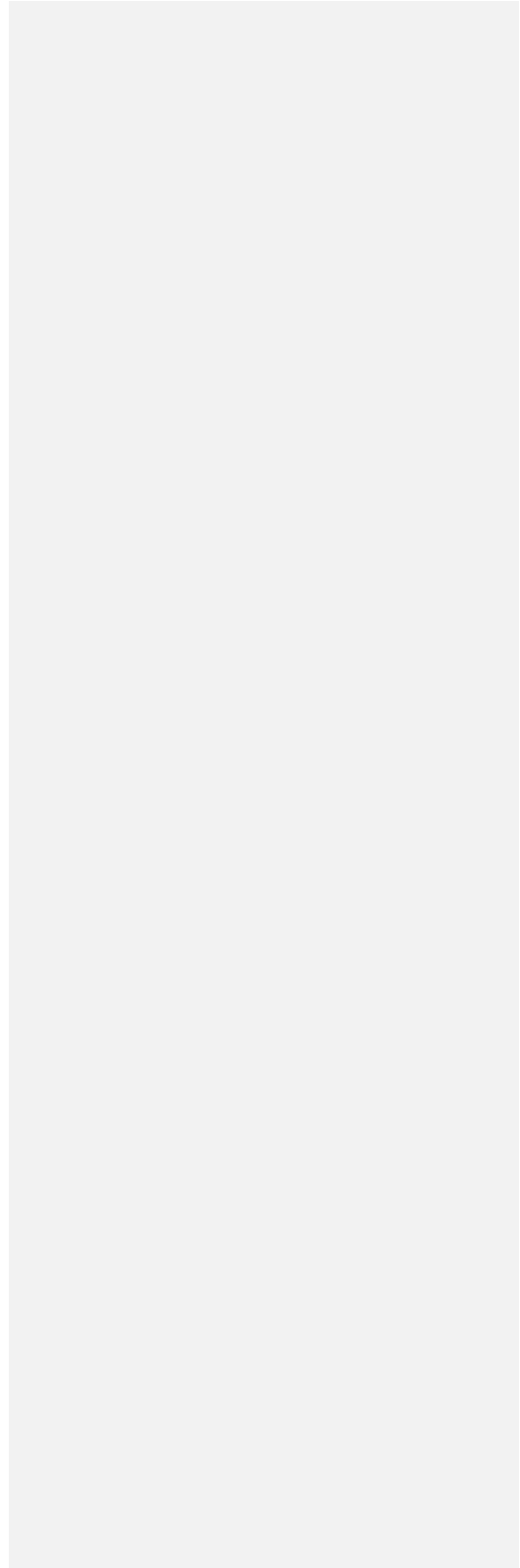
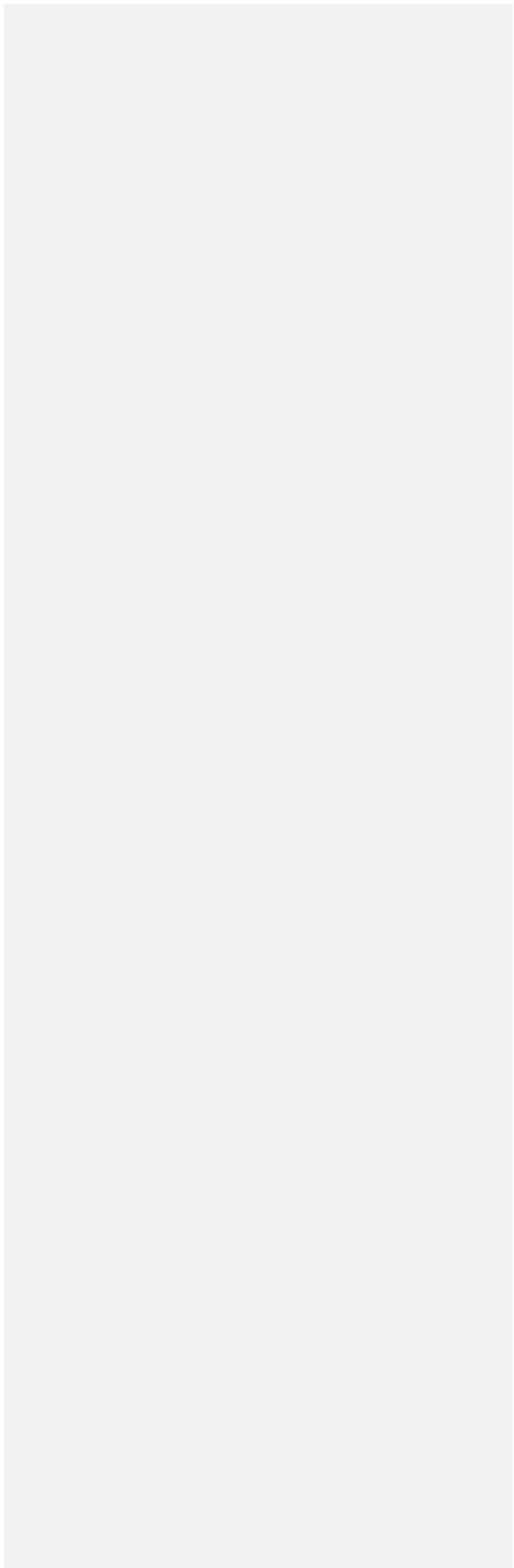


Exhibit B
30-Inch Waterline Alignment



**Exhibit C
Oversizing Cost Confirmation**

OVERSIZING COST CONFIRMATION

This Oversizing Cost Confirmation is entered into by LITTLE THOMPSON WATER DISTRICT ("**District**") and BAREFOOT, LLC, a Colorado limited liability company ("**Barefoot**") pursuant to Sections 2.2 and 3.2 of the Second Amended and Restated Agreement for Water Extensions dated _____.

1. DEFINITIONS. In this Confirmation, all capitalized terms shall have the meaning ascribed to them in the Water Agreement.
2. CONFIRMATION OF OVERSIZING COST. District and Barefoot confirm that the Oversizing Cost is \$ _____.
3. The District and Barefoot confirm that the execution date of this Exhibit C initiates the interest date for the Oversizing Reimbursement repayment.
4. Barefoot agrees to provide monthly statements to District that shall begin no later than 60 days after the execution of this Exhibit C.

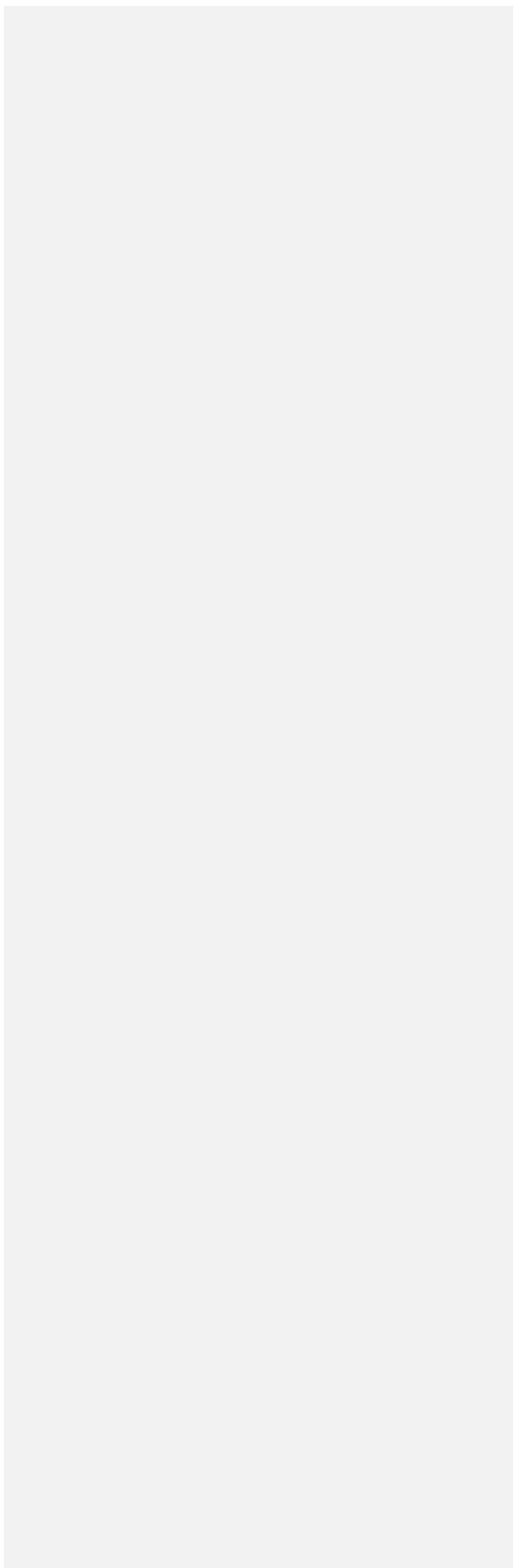
EXECUTED THIS _____ day of _____, 202__.

LITTLE THOMPSON WATER DISTRICT BAREFOOT, LLC.

By: _____
Name: _____
Title: _____

Ratified by The District Board of Directors
on:

By: _____
Name: _____
Title: _____
And:
By: _____
Name: _____
Title: _____



**Exhibit D
Benefitting Properties**

| Project | Location | |
|-------------------------------|--|--|
| The Waterfront at Foster Lake | Approximately 595 acres located in the S 1/2 of Section 27 and in Section 34, T3N, R68W and the NE 1/4 of Section 3, T2N, R68W of the 6 th PM, Weld County, Colorado and known as the Waterfront at Foster Lake Annexation | |
| Mead Place | Approximately 169 acres located in the S 1/2 of Section 21, the SW 1/4 of Section 22, and the N 1/2 of Section 28, Township 3 North, Range 68 West of the 6 th PM, Weld County, Colorado and known as the Mead Place Annexation | |
| Kiteley Ranch | Approximately 160 acres located in the NW ¼ of Section 27, Township 3 North, Range 68 West of the 6 th PM, Weld County, Colorado and known as the Kiteley Ranch Annexation | |

**Exhibit E
Raw Water Dedication**

| Brookfield Water Credit Summary | | | |
|--|--|----------------|------------------|
| Source | | Water Credit | |
| 12 Unfirmed Windy Gap Units @ 40 AF /units | | 480 | Acre-Feet |
| 12 Firmed Windy Gap Units @ 60 AF / unit | | 720 | Acre-Feet |
| 310 CBT Units @0.5 AF/unit | | 155 | Acre-Feet |
| 13 CBT Units @0.5 AF/unit (Highland Exchange) | | 6.5 | Acre-Feet |
| 7 taps exchange from the property @.70 AF/unit | | 4.9 | Acre-Feet |
| PRPA Windy Gap Sale | | 30 | Acre-Feet |
| Sale of Second Use water to LTWD | | 40 | Acre-Feet |
| Total Project Ac Ft. | | 1,436.4 | Acre-Feet |

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 6.2

Staff: Amanda Hoff, Water Resources Manager

Subject: Water Efficiency Presentation (New Water Supplies)

Staff Recommendation:

Discussion:

The staff's presentation will focus on Water Efficiency as the initial topic in investigating New Water Supplies. It highlights qualitative rankings of program options and provides recommendations for prioritizing efforts based on funds, time, and staff priorities.

The presentation will be included in a 3-ring padfolio for Board members which will include a table of contents, the presentations, and can serve as a space for notes and reflections on New Water Supplies topics.

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 6.3 Carter Lake Filter Plant

Staff: Amber Kauffman, District Manager

Subject: Carter Lake Filter Plant (CLFP)

Staff Recommendation: Informational Only

Discussion:

The February CLFP board packet was not available prior to the production of this packet. Review and discussion information will be available at the LTWD Board meeting on February 15.

Agenda Item Summary

Little Thompson Water District

Date: February 8, 2024

Item: 6.4

Staff: Amber Kauffman, District Manager

Subject: St. Vrain Water Authority (SVWA)

Staff Recommendation: Informational only

Discussion:

The February SVWA board packet was forwarded on Thursday, February 8, 2024. The SVWA board meeting will be held Monday, February 12. Information of note is summarized below. Additional discussion items will be discussed at the LTWD board meeting on February 15.

- Town of Firestone Reserve Policy and reserve funds for the Authority.

Agenda Item Summary
Little Thompson Water District

Date: February 15, 2024
Item: 6.5 Lead Service Line Inventory
Staff: Ken Lambrecht, Operations Manager

Subject: Lead Service Line Inventory – EPA/CDPHE Requirements and Estimated Costs for District Compliance

Staff Recommendation: Approval of \$825,000 Expenditure for Appropriation and Amendment of 2024 Budget

Discussion: The EPA published the Lead and Copper Rule Revisions (LCRR) on January 15, 2021, which include significant changes to the current Lead and Copper Rule (LCR), that has been in effect since 1991. LCRR compliance is required by October 16, 2024.

Since 2021, the District has been awaiting the final requirements and guidance from the State Department of Health and Environment (CDPHE) which remained pending at the time of 2024 budget review with the Board. On September 7, 2023, CDPHE published a guidance document (DW018) to help water systems develop their Initial Service Line Inventory (LSL) by the October 16, 2024, deadline. The lead service line inventory is only one aspect of the changes in the LCRR.

The initial estimate of \$350,000 for the first phase of conducting the inventory was removed from the 2024 budget with direction from the Board to bring this item back for consideration once State requirements were finalized and a deadline for compliance was confirmed.

Staff has met with several consultants to discuss proposals for completing Phase 1 of the LSL Inventory, which includes service line material verification of the service line from the water main to the meter (public) and from the meter to the house (private).

The State of Colorado banned the use of lead on January 31, 1988. These services can be considered as “non-lead”.

Per the guidance document from CDPHE, service lines installed from 1960 to 1988 can be considered “non-lead” if the supplier has reviewed available records and there is no evidence indicating the presence of lead service lines and/or goosenecks installed after 1959. Suppliers without historical records must review maintenance and/or repair records and anecdotal evidence from staff or local plumbers if available to demonstrate that there is no evidence of lead service lines and/or goosenecks installed after 1959.

The District has engaged IMEG, a GIS consultant, to review property data from all 3 counties and to identify buildings that were constructed prior to 1960. These services lines are considered “unknown”.

This list of buildings constructed prior to 1960 will be used as the sampling pool for verification. The guidance document has established a Minimum Service Line Material Verification Process (MSMLV) that requires a number of random service lines to be visually verified based on the number of “unknowns”. The required number of uniformly random locations ranges between 306

to 384. CDPHE recommends identifying more sites than the required minimum in case conditions or customers prevent the District from being able to verify. A visual inspection must be performed on the service line pipe (i.e., not the connector). A minimum of two locations along the service line must be inspected, regardless of single or split ownership between the supplier and the customer.

Based on estimates provided by two consultants, the average cost for potholing and restoration will be \$1,600 per location.

I am also requesting 10% contingency to make repairs to service lines that may be damaged during the verification process. Old, galvanized lines can be very brittle.

Estimate of Costs for Phase 1

| | |
|---|------------------|
| Identify service lines constructed prior to 1960 | \$ 1,000 |
| Potholing 345 sites x 2 x \$800 each | \$552,000 |
| Traffic Control \$1,400 / day x 115 days | \$161,000 |
| Project Management, Customer Outreach, mailings, etc. | \$ 40,000 |
| <u>Contingency for repair/replacement of private services</u> | <u>\$ 71,000</u> |
| TOTAL | \$825,000 |

As long as no LSLs are found during the MSLMV, and there is no record or knowledge of LSLs or LSL replacements, supplier may classify all unknowns as non-lead based on the information obtained from the MSLMV process and complete the Non-Lead Service Line Inventory Form.

If LSLs or galvanized requiring replacement (GRR) services are found through the MSLMV process, then all sites within the service area with similar attributes shall be categorized as “unknown” until they can be physically verified.

Phase 2 (not included in this request)

If lead or galvanized service lines are found, the scope of work will have to be expanded to investigate additional service lines with similar attributes.

The District may have to develop and implement a Lead Service Line Replacement Program to find and replace all lead and galvanized service lines within 10 years.

Annual Updates

*“Suppliers are expected to continue their service line investigations after the initial inventory is submitted to continue classifying the material type of all service lines **until there are no unknowns**. If a supplier has submitted an initial inventory with unknown service lines, the supplier must submit an updated lead service line inventory no later than 30 days after each lead and copper tap sampling monitoring period, but no more frequently than annually (11.17(8)(d)(ii), Regulation 11).”*

Agenda Item Summary
Little Thompson Water District

Date: February 15, 2024

Item: 6.6 Public Hearing Action Item

Staff: Judy O'Malley, Administrative Assistant

Subject: LTWD Larimer County Inclusions – Resolution 2024-04
LTWD Larimer County Exclusions – Resolution 2024-05

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 2024-04

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: Bruce L. & Marcia A. Johnson

Parcel Number: 9436300023

Property Address: 2207 Brehm Rd., Berthoud, CO 80513

Legal Description: POR OF SW 1/4 36-4-69, BEG AT PT ON N LN SW 1/4 FROM WH NW COR SW 1/4 BEARS S 89 40' W 1399 FT, S 13 17' W 129.7 FT, S 0 15' W 227 FT, S 4 36' E 154.21 FT, E 838.55 FT, TH ALG ARC WRLY 1/2 CUL DE SAC, COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Robert A. Meek & Marilyn R. Meek

Parcel Number: 0614320001

Property Address: 8842 N. County Rd. 27, Loveland, CO 80538

Legal Description: Lot 1, RIMROCK PASS AMND FILE NO 21-LAND4198, (20230035386), COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Terri L. Ward Trust

Parcel Number: 9536105703

Property Address: 1230 Cody Dr., Loveland, CO 80537

Legal Description: LOT 3, KNESS MRD S-48-88, 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 February 15, 2024."

President

Attest: _____
Secretary

[SEAL]



**2207 Brehm Rd
Berthoud, CO
Parcel:
9436300023**

W County Road 2E

S County Road 15

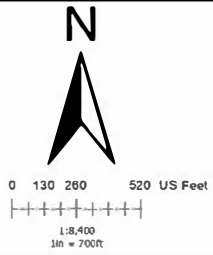
Brehm Rd

W County Road 2

N County Line Rd - E County Road 2

Maxar, Microsoft

LTWD INCLUSION: BRUCE & MARCIA JOHNSON

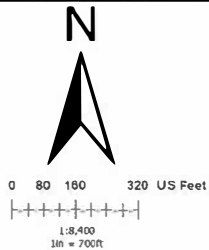


This map is for online purposes only and is not survey accurate. Do not use for field applications. Map: 9/16/2024



8842 N CR 27
Loveland, CO
Parcel:
0614320001

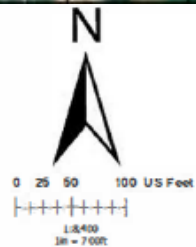
LTWD INCLUSION: ROBERT AND MARILYN MEEK



This map is for display purposes only and is not survey accurate.
Do not use for legal proceedings.
Map printed 02/2024



LTWD INCLUSION: TERRI WARD



This map is for display purposes only and is not survey accurate.
Do not use for legal correspondence.
Map printed 02/21/14.

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

RESOLUTION 2024-05

A RESOLUTION TO GRANT PETITIONS
FOR PROPERTY EXCLUSION FROM THE
LITTLE THOMPSON WATER DISTRICT

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

Property Owner: Eagle Wendys LLC
Parcel Number: 9522434010
Property Address: 1200 Eagle Dr., Loveland, CO 80537
Legal Description: TRACT J, THOMPSON VALLEY FIRST SUB, AMD PLAT TRACTS I & J, LOV 20030159752, COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Impact Development Builders LLC
Parcel Number: 9526137003
Property Address: 1695 Valency Dr., Loveland, CO 80537
Legal Description: LOT 3, BLOCK 7, SIERRA VALLEY FIRST SUB, LOV (20060044309), COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Impact Development Builders LLC
Parcel Number: 9526138002, 9526138004, 9526138005
Property Address: 465, 476, 438 Primrose Ct., Loveland, CO 80537
Legal Description: LOTS 2, 4, 5 BLOCK 8, SIERRA VALLEY FIRST SUB, LOV (20060044309), COUNTY OF LARIMER, STATE OF COLORADO

for the exclusion of their properties from said District. It is resolved that the President and Secretary of the District do any and all things necessary to exclude such properties from 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 February 15, 2024."

President

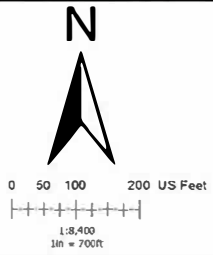
Attest: _____
Secretary

[SEAL]

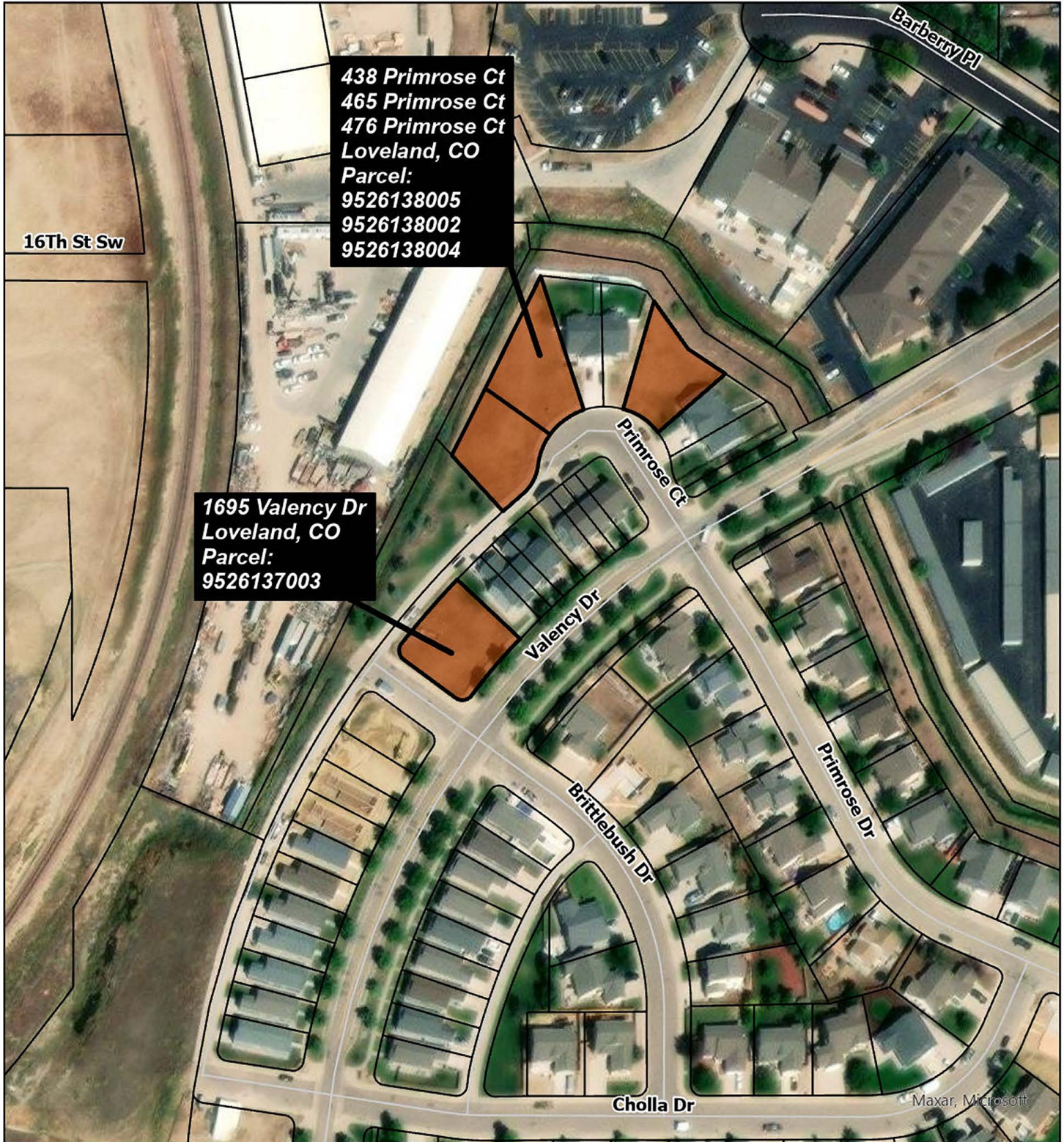


**1200 Eagle Dr
Loveland, CO
Parcel:
9522434010**

LTWD EXCLUSION: EAGLE WENDYS LLC



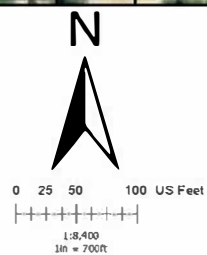
This map is for display purposes only and is not survey accurate. Do not use for legal proceedings. Map printed 02/2014.



438 Primrose Ct
465 Primrose Ct
476 Primrose Ct
Loveland, CO
Parcel:
9526138005
9526138002
9526138004

1695 Valency Dr
Loveland, CO
Parcel:
9526137003

LTWD EXCLUSION: IMPACT DEVELOPMENT BLDRS LLC



This map is for display purposes only and is not survey accurate.
Do not use for final surveying.
Map: 9526137003

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 7.1 District Manager's Report

Staff: Amber Kauffman, District Manager

Subject: Manager's Report

Staff Recommendation: Informational Only

Discussion:

District Activities:

Arizona Trip Summary: We travelled from Pheonix down to Yuma and stopped at the Wellton-Mohawk Irrigation and Drainage District office and had a tour of the irrigated area. They have a number one priority on the Colorado River and the level of farming there is incredible. There are thousands of acres that are farmed in 10 or so acre gardens. The labor costs are high, and the USDA requirements are stringent. Farmers must be vigilant about keeping animals out of their crops. The amount of water used to irrigate is large, but the systems are efficient. The processing facilities also use a lot of water to clean vegetables, but production of those vegetables is an important part of the economy. The Indian rights also play a large piece of the water usage / resource management. The struggles they have in Arizona are tied to land planning and water resources just like the front range. Similarly, the conservation of water is a big focus. However, water is allocated in Colorado based on the snowpack, the projected stream flows, and the reservoir storage, whereas in Arizona they have an annual quota. Therefore, we look out for more than one year and they appear to plan a little more annually with some different types of water saved for future years. The Central Arizona Project is also a large part of the total water supply to the region. It provides about 40 percent of the total water supply to the central Arizona area. This is a concern for the water providers, but they are working on resilient water sources that include ground water and other native water sources.

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.

Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 7.2 Business Manager's Report

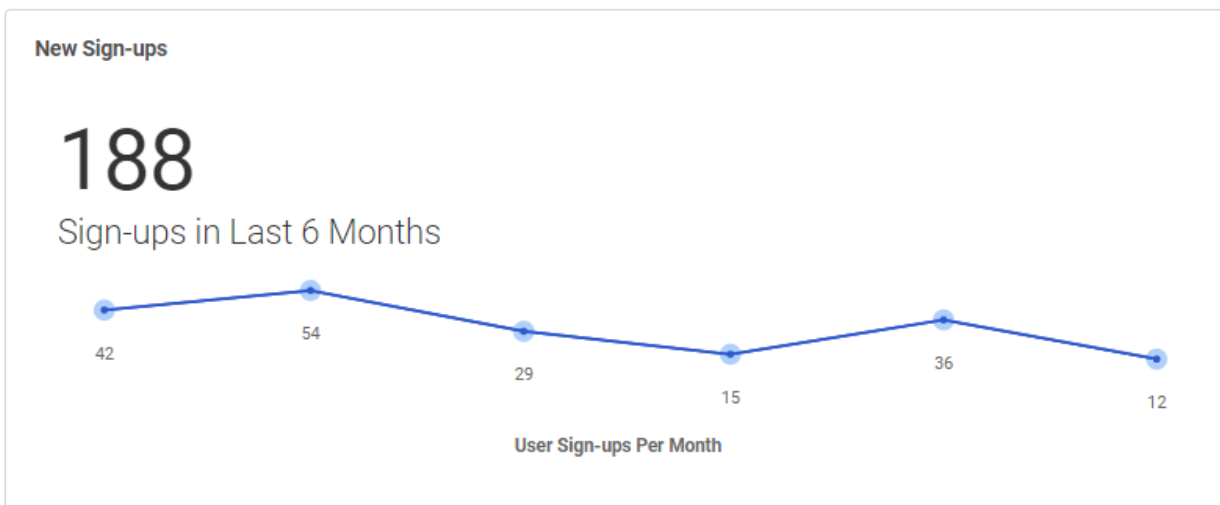
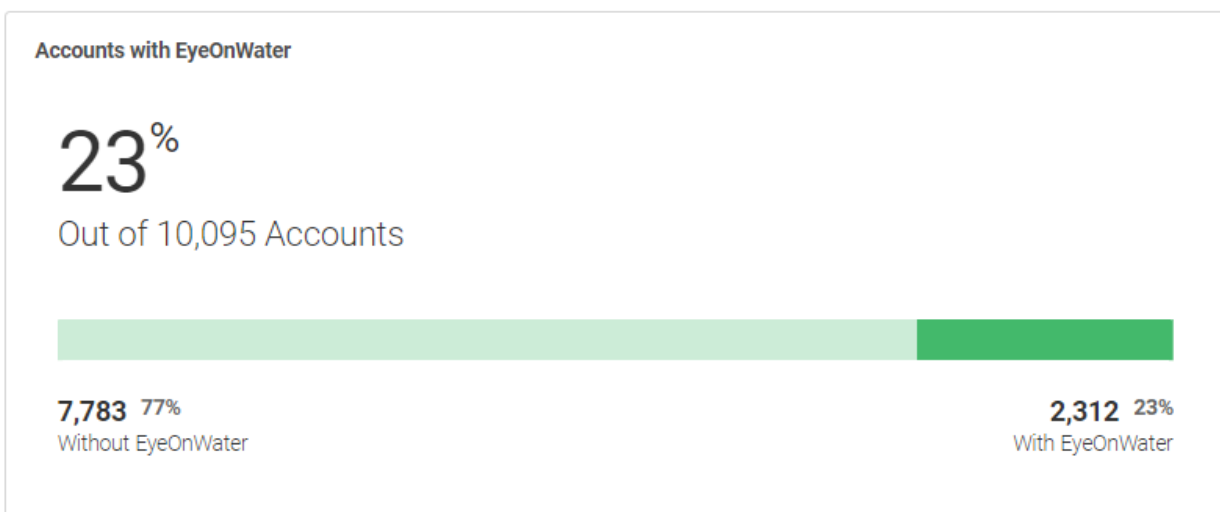
Staff: Angela Diekhoff-Business Manager

Subject: Febuary Board Meeting, Business Manager Report.

Staff Recommendation: For Information.

Discussion:
Board:

Eye on Water:



Agenda Item Summary

Little Thompson Water District

Date: February 15, 2024

Item: 7.3 District Engineer Report

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

Subject: February Board Meeting, Engineering Report

Staff Recommendation: For Information Only

Discussion:

COMMITMENT TO SERVE REQUESTS: 9 new tap requests & 1 ADU request for January, bringing the 2024 total to 9 new & 1 ADU. (2023 TOTAL: 76 new, 14 ADU's).

| ONGOING AND 2024 CAPITAL PROJECTS *FUNDED BY BOND PROCEEDS | PROJECT STATUS (UPDATES IN YELLOW) | BUDGETS TOTAL / 2024 / SPENT TO DATE |
|---|--|---|
| *NORTHEAST TRANSMISSION LINE (#70-137-00000) | LTWD staff continues to assist CRLS with easement acquisition and the team is making progress. | \$5,400,000 / \$2,583,333 / \$563,426 |
| *LOVELAND / CAMPION CONVERSION PROJECT #1 (#70-139-00000) | Construction continues in the neighborhood south of 42 nd St. SE and is progressing well, albeit slow due to utility congestion. A disgruntled property owner drew an AR style weapon on our construction crews requiring immediate police response. The situation was de-escalated by the Larimer Sheriff without further incident once the property owner was taken into custody. | \$1,520,000 / \$2,628,000 / \$1,051,181 |
| COUNTY ROAD IMPROVEMENTS (#70-100-00000) | Ongoing budget item driven by County Road improvement projects. | \$225,000 / \$225,000 / \$0 |
| SCADA IMPROVEMENTS (#70-103-00000) | Assessment project complete. Converted two sites from obsolete Motorola radios to FreeWave radios and will be evaluating the new network before proceeding with any future upgrades. | \$200,000 / \$200,000 / \$0 |
| SMALL LINE IMPROVEMENTS (#70-121-00000) | Ongoing budget item to replace various small waterlines. | \$100,000 / \$100,000 / \$0 |
| DRY CREEK FLOATING PHOTOVOLTAIC FEASIBILITY STUDY (#70-143-00000) | Study is in progress. | \$70,000 / \$70,000 / \$0 |
| WATER SYSTEM MASTER PLAN UPDATE (#53-400-00000) | Consultant continues to advance the project with the data provided by LTWD staff. | \$150,000 / \$75,000 / \$6,225 |
| H2 AND RFO RAW WATER INFRASTRUCTURE (#73-104-41003), (#73-105-00000) | Field data compilation in progress. Alignment evaluation to begin in February. | TBD / \$1,125,000 / \$46,444 |
| 2 nd USE INFRASTRUCTURE STUDY (73-106-00000) | Solicit proposals from consultants – Pending. | \$120,000 / \$120,000 / \$0 |
| 3 RD AND WELKER – MEAD (#70-147-00000) | Vault location modifications required by Mead staff. Design revisions in process. Bid documents on hold. Bidding mid to late February 2024. | \$400,000 / \$400,000 / \$0 |
| BUCKHORN TANK MIXING SYSTEM STUDY (#70-146-00000) | Seeking interest from consultants. Kimley Horn meeting 2/6/24. | \$45,000 / \$45,000 / \$0 |
| TWIN MOUNDS PASSIVE MIXING SYSTEM (#70-145-00000) | Research other qualified vendors - pending. | \$249,700 / \$249,700 / \$0 |
| TWIN MOUNDS EXTERIOR CATHODIC PROTECTION (#70-150-00000) | Waiting for updated proposal from vendor. | \$87,000/ \$87,000/ \$0 |

| ONGOING AND 2024 CAPITAL PROJECTS *FUNDED BY BOND PROCEEDS | PROJECT STATUS (UPDATES IN YELLOW) | BUDGETS TOTAL / 2024 / SPENT TO DATE |
|---|--|---|
| WATER EFFICIENCY / WATER LOSS (#70-151-00000) | Scope to be determined – pending. | \$500,00/ \$500,000/ \$0 |
| 30-INCH BAREFOOT LINE REIMBURSEMENT (#70-152-00000) | Final agreement negotiations in process. | TBD/ \$310,000/ \$0 |
| SECURITY LIGHTING AND CAMERAS AT TANK SITES (#70-170-00000) | Researching equipment price and availability. | \$17,600/ \$17,600/ \$0 |
| NEW STORAGE BUILDING AT DRY CREEK (#72-131-00000) | Obtaining quotes for new building and demo of existing. | Joint Expense \$61,000 – LTWD Portion |
| NEW BOAT FOR DRY CREEK SAMPLING (#72-131-00000) | Obtaining quotes for replacement boat, motor & trailer. | Joint Expense \$7,500 – LTWD Portion |
| BOTTERILL / LTWD SYSTEM MODS. (#70-149-00000) | Coordination attempts with the railroad continue with limited success. | \$48,070 / \$48,070 / \$5,000 |

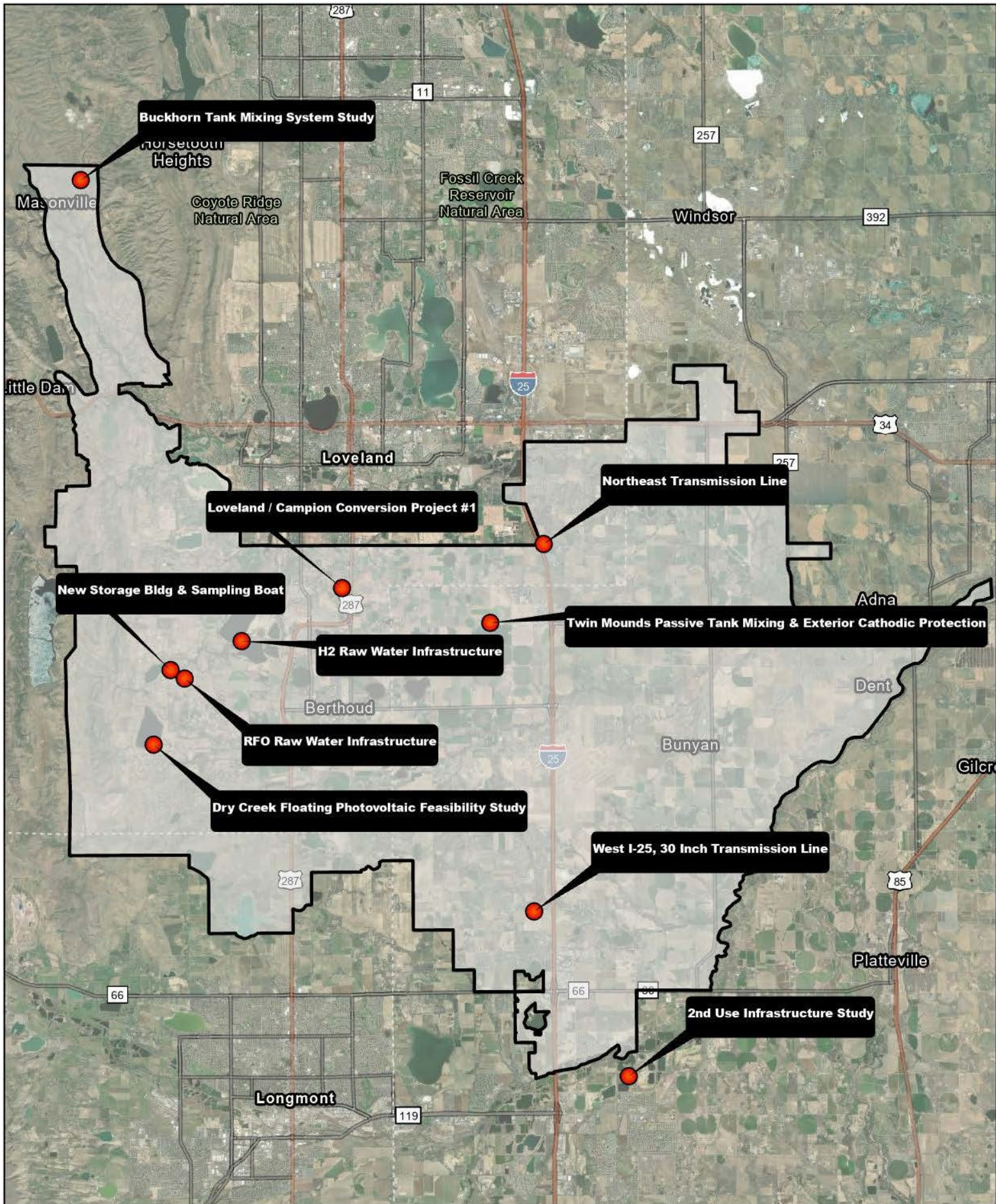
New Development Projects: Barefoot Lakes Filing 7.

| Active Development Name | Lots / type of development | Status |
|---|---|---|
| Barefoot Lakes Filing 7 | 238 Residential | In design. |
| Range View Estates | 75 Residential | Final acceptance pending. |
| Home Depot Distribution Center | Industrial / Commercial | Final acceptance pending. |
| Horizon Hills Offsite | Offsite 16-inch waterline | Final acceptance pending. |
| Horizon Hills | 269 Residential (modular) | 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. |
| Gopher Gulch RV Park | 145 RV spaces | Under construction. |
| QuikTrip | 1 Commercial I | Final acceptance issued. Facility is open. |
| Barefoot Offsite Ronald Reagan Phase 3 | Offsite for Residential | Under construction. |
| Mountain View Estates | 3 Lot Residential | Design approved. No recent activity. |
| 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. |
| 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 | In design. |
| Flying J Truckstop | 1 Commercial | Beginning entitlement process with Mead |

Other:

Clayton recently achieved Colorado Engineering Intern status and has been promoted to Civil Engineer I.

CDOT Segment 5 coordination continues. Evaluating options to minimize impact to water system infrastructure.



Additional District Wide CIPs:

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

2024 & Ongoing LTWD Capital Improvement Projects (CIP) Locations



Agenda Item Summary

Little Thompson Water District

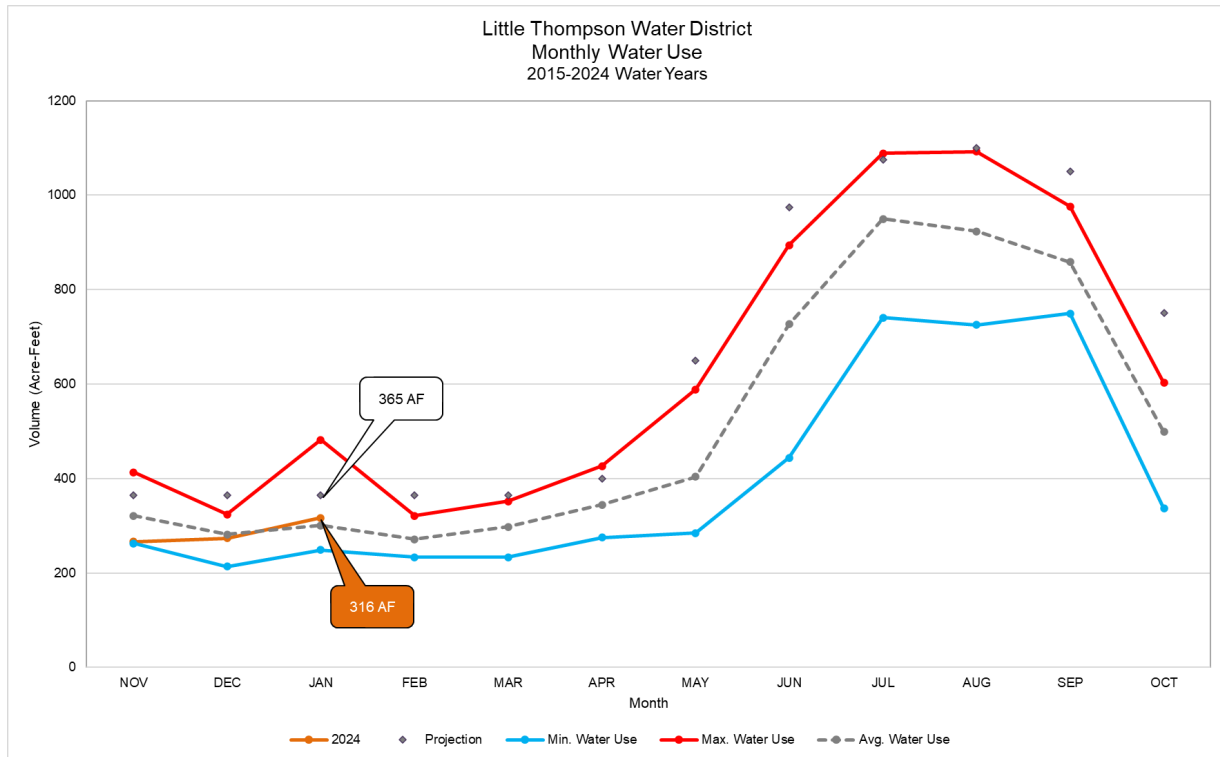
Date: February 15, 2024

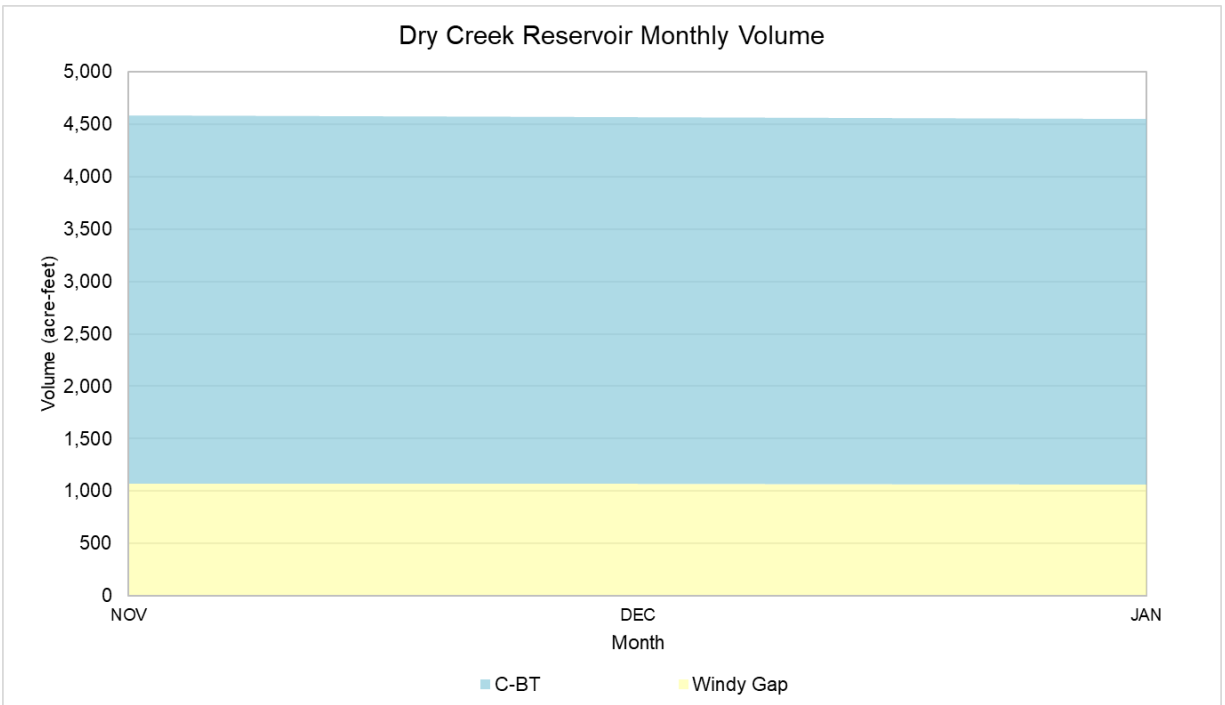
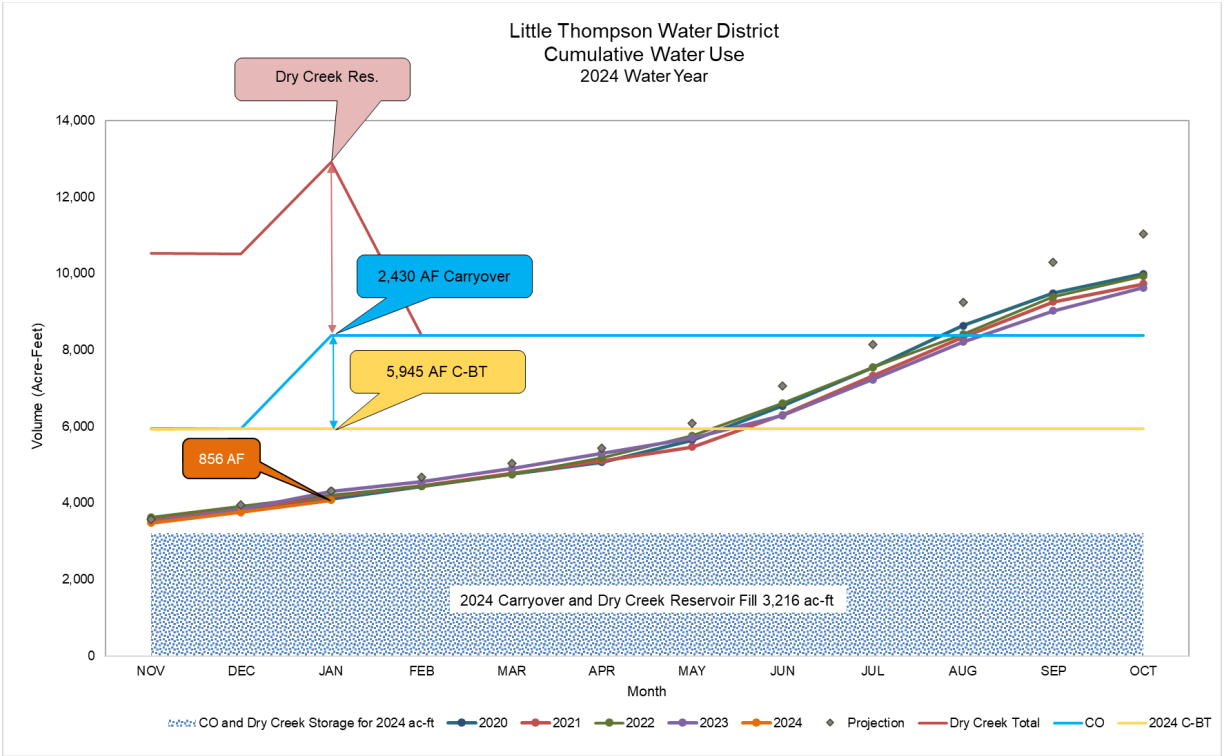
Item: 7.4 Water Resources Managers Report

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

Subject: January Water Use

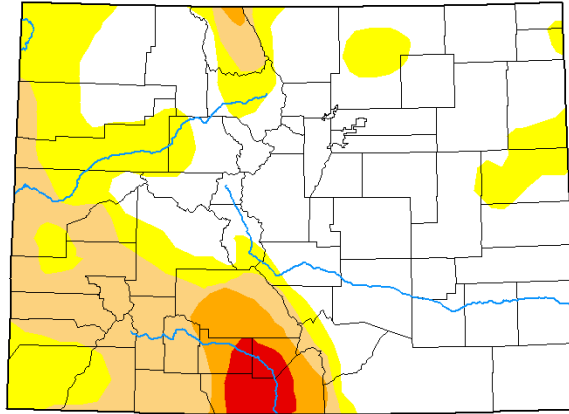
Staff Recommendation: Information Only











U.S. Drought Monitor
Colorado

February 6, 2024
(Released Thursday, Feb. 8, 2024)
Valid 7 a.m. EST



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Deborah Bathke
National Drought Mitigation Center



droughtmonitor.unl.edu

Agenda Item Summary

Little Thompson Water District

Date: February 2, 2024

Item: 7.5 Operations Manager's Report and Water Quality Update

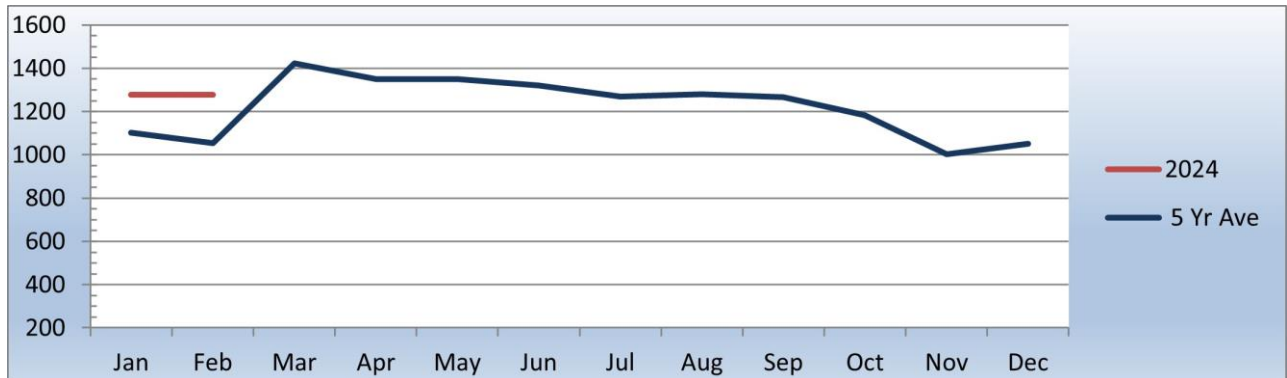
Staff: Ken Lambrecht, Operations Manager

Subject: Operations and Water Quality Report

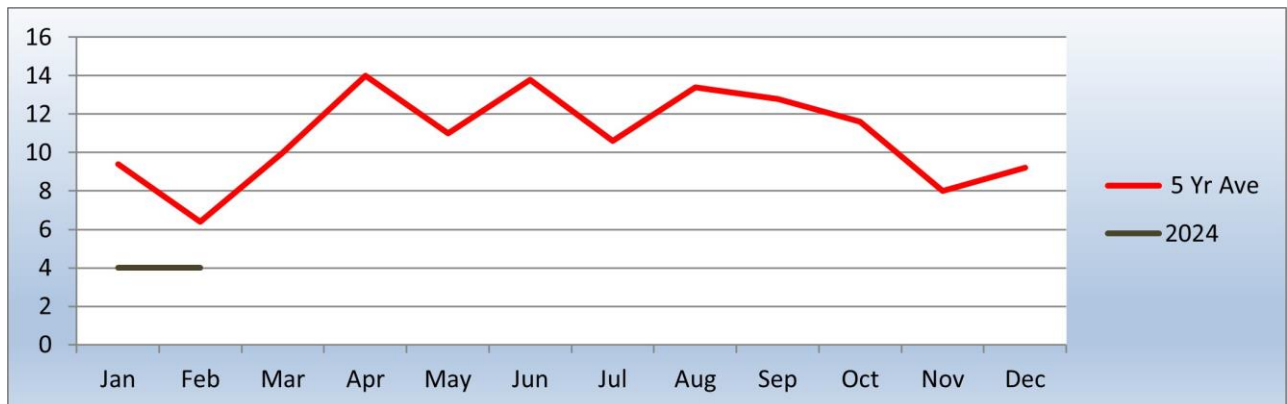
Staff Recommendation: For Informational Purposes

Discussion: Information for the Board of Directors

Locate Requests:



Leak Repairs:



Monthly Water Quality Report:

Monthly Water Quality Samples:

Monthly Total Coliform samples resulted in one Total Coliform positive, but resampling verified that coliforms were absent.

DBP2 Sampling

Samples were taken and submitted to the lab. Results are pending.

UCMR5 Sampling

Samples were taken and submitted to the lab. Results are pending.

Lead and Copper Sampling

Samples will be taken later this year.

Customer Taste & Odor Work Orders:

| Created Date | Service Order Number | Service Address | City | Description |
|--------------|----------------------|------------------|-----------|---|
| 01/02/2024 | 22800 | MARTINGALE DR | BERTHOUD | Taste & Odor TASTE/ODOR - Customer called and said that for the last month or so she has noticed a strong chlorine smell when using water completed, chlorine 1.1, pH 7.5, flushed main line for 1 hr. |
| 01/02/2024 | 22814 | LAKE TRAIL ST | FIRESTONE | Cloudy Dirty CLOUDY DIRTY: Customer called about the violation letter. She said she has called before (no record on file) that there is something black & gritty in their water. She has been sick twice with symptoms listed in the Violation letter. Please call before going out & do a water sample. House Chlorine 0.9 pH 7.3, Main Chlorine 0.9 pH 7.7. black type grit in bathroom sink. Customer said they cleaned 2 days ago. LTWD replaced rubbers in meter, screen was clean. explained that tier 2 violation letter that was sent out to all customers. This customer is not fed by tank referenced in violation letter. Flushed FH in subdivision. pulled meter head so customer could flush for 1 week. |
| 01/03/2024 | 22815 | TALONS REACH RUN | BERTHOUD | Taste & Odor TASTE/ODOR - Customer called and said that he and his wife have been noticing a bleach smell when using water throughout the home, happens with hot and cold water, ongoing for a few months. completed, chlorine 0.7, pH 7.3, flushed main for 1 hr. |
| 01/05/2024 | 22827 | RED WING CT | MEAD | Taste & Odor TASTE/ODOR - Customer called on 01/05/2023 and said that her daughter mentioned that she thought the water had an odd taste when they were here visiting for Christmas. She and her husband have not noticed it, but she said she has been quite sick off and on for a year and would like to have someone come and test it for peace of mind. Completed, chlorine 0.6, pH 7.2, spoke with homeowner and she was happy with results, no further action requested. |
| 01/08/2024 | 22863 | E 402 | LOVELAND | Cloudy Dirty black slime: Customer getting black slime out of every sink in home. please get gaskets in meter pit to start. Completed Chlorine 0.5, pH 7.3, changed gaskets, spoke with homeowner, has not flushed water heater in last 5 years |
| 01/11/2024 | 22876 | S GARFIELD AVE | LOVELAND | Cloudy Dirty Customer called about black grit in water. Please call to coordinate a time to meet and investigate. LTWD. took the meter head off. customer flushed water in home and cleared water. |
| 01/29/2024 | 23208 | JARETT DR | MEAD | Cloudy Dirty CLOUDY/DIRTY: Customer called & said he had work done on his humidifier. He said the tech said he should have the water tested because it is clogging the filter. Customer said that since the 2020 fires his water appears brown if it stands for a while (like in the toilet bowl) but not if it's running & no odors. I told him we only test certain things. |

Project Updates and Notes:

Lead Service Line Inventory:

Met with a few consultants to request proposals for assisting with our Lead Service Line Inventory, also talking to other water systems to get an idea of how they are approaching their inventories and the lessons learned so far.

Initially, it appears that the District may have to pothole public and private service lines at approximately 400 randomly selected water taps. Depending on what service line material is found, the District may be required to develop a service line replacement plan.

We believe that Little Thompson Water District does not have any lead service lines (LSL) in our system, but there may be galvanized lines requiring replacement (GRR).

There is some concern that verifying the customer service line material may cause damage to the line, thus requiring the District to repair or replace the customer's service line at the District's expense. These costs can only be realized as we are progressing with the project.

Monitoring Plan Update

On February 14, we will be receiving some in house training from the CDPHE Coaching Assistance Group to update our Monitoring Plan and ask questions about the newly revised Lead and Copper Rule (LCRR).

Action Now Seminar:

On February 15, The District will have 19 employees attending a one day training seminar presented by the Rocky Mountain Section of the American Water Works Association.

Valve Exercising:

6287 valves have been exercised out of a total of 6,554.

