

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



Little Thompson Water District

District Manager:
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Regular Board Meeting Agenda November 16, 2023 - 5:00 P.M.

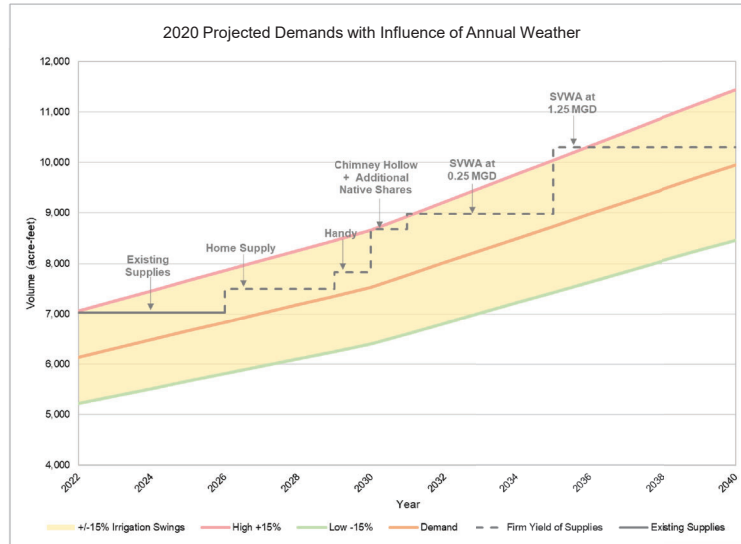
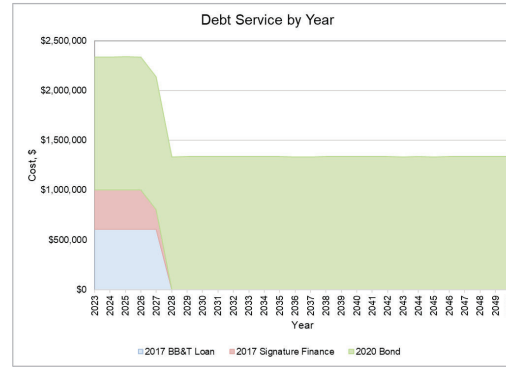
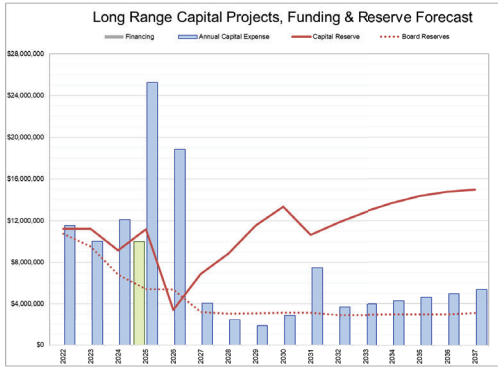
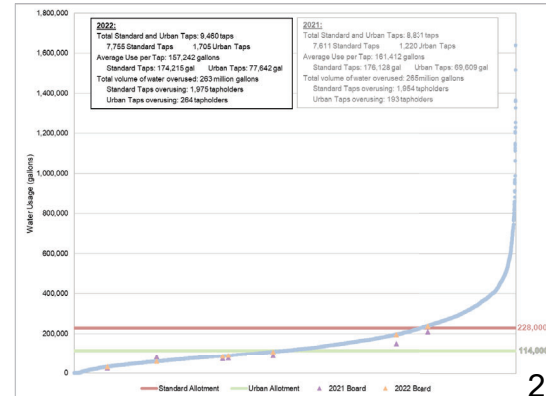
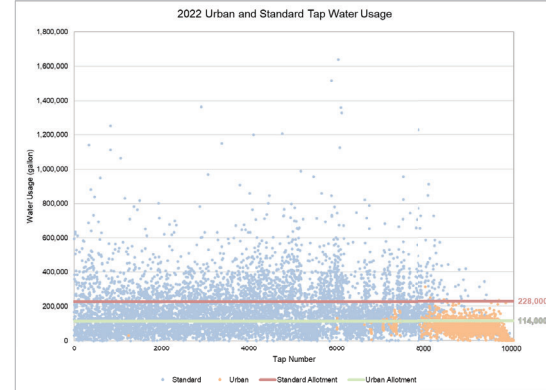
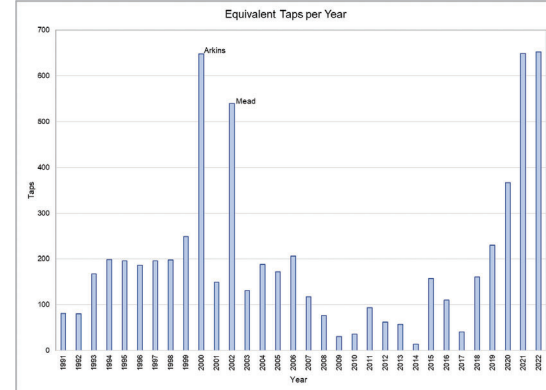
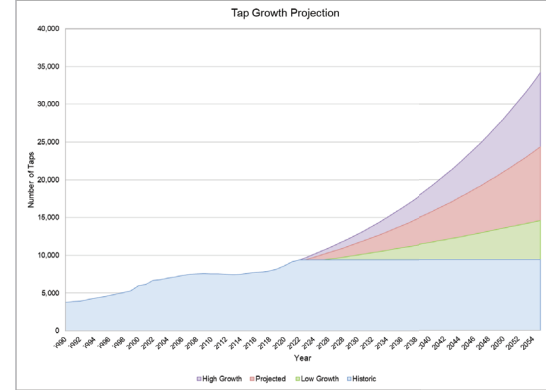
1. Call to Order - *Pledge of Allegiance*
2. Roll Call:
3. Agenda Review:
4. Public Comment on Non-Agenda Items:
5. Consent Items:
 - 5.1. Minutes of the October 19, 2023, Regular Board Meeting Page 4
 - 5.2. Tap List 694 Page 16
 - 5.3. October 2023 Disbursements Report Page 18
 - 5.4. October 2023 Financial Report..... Page 25
 - 5.5. 2024 Board Meeting Schedule Page 31
 - 5.6. Greip Farm Lease Renewal..... Page 33
6. Discussion Items:
 - 6.1. Public Hearing: Action Item: Motion to Approve 2023 Amended Budget Page 39
 - 6.2. Public Hearing: Action Item: 2024 Budget Review and 5-year Financial Plan..... Page 45
 Motion to Approve:
 - A. Resolution No. 2023-28 Adopt Budget
 - B. Resolution No. 2023-29 Funds Appropriation
 - 6.3. Public Hearing: Action Item: Updated Rates and Fees Motion to Approve: Page 65
 - A. Section 1501.1 Schedule A – Tap Fees
 - B. Section 1502.1 Schedule B – Water Rate Schedule
 - C. Section 1502.2 Schedule C – Miscellaneous Fees
 - D. Section 1506.4 Schedule D – Water Dedications
 - 6.4. Auditor Engagement for 2023 Fiscal Year Page 71
 - 6.5. Rules and Regulations Update: Motion to Approve: Page 78
 Section 3: Water Taps
 - 6.6. Johnstown IGA Page 93
 - 6.7. Agreement for Sale and Purchase of Windy Gap Unit Page 104
 - 6.8. Carter Lake Filter Plant..... Page 115
 - 6.9. St. Vrain Water Authority Page 116
 - 6.10 Public Hearing: Action Item: Motion to Approve: Page 117
 Resolution 2023-30 Larimer County Exclusions
7. Staff Reports:
 - 7.1. District Manager’s Report Page 123
 - 7.2. Business Manager’s Report..... Page 124
 - 7.3. District Engineer’s Report Page 125
 - 7.4. Water Resources Manager’s Report Page 128
 - 7.5. Operations Manager’s Report and Water Quality Update Page 131
8. Director Reports:
9. Adjournment.

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



2022 Strategic Goals for next 3 to 5 Years:

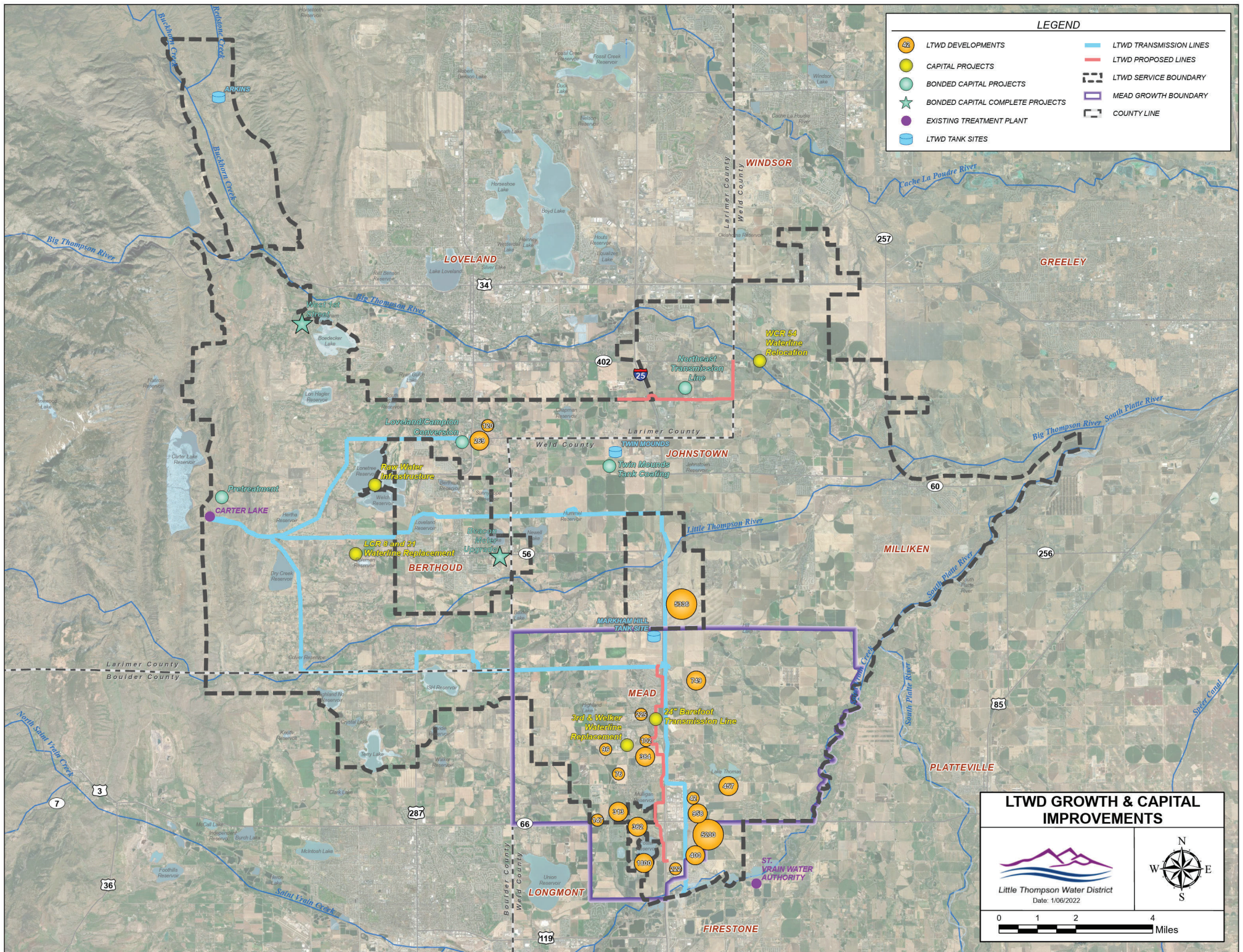
1. In three years have a plan for growth of staff and the necessary office space for those staff. Also consider whether the District will have its own water treatment plant at the same location and determine what that location will be.
2. Have native waters used in the system. This includes the easement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



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

Long Term Future Capital Projects	
Campion Line Replacement Program	
Alps Line Replacement/Upgrade	
Markum Hill Storage Tank	
West I-25 Transmission Line	
Raw Water Infrastructure	
Additional Treatment Capacity	

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



LTWD GROWTH & CAPITAL IMPROVEMENTS

Little Thompson Water District
Date: 1/06/2022

0 1 2 4 Miles

Agenda Item Summary
Little Thompson Water District

Date: November 16, 2023

Item: 5.1

Staff: Amber Kauffman, District Manager

Subject: Minutes of the October 19, 2023, Regular Board Meeting.

Staff Recommendation: Staff recommends approval.

Discussion:

This document is a draft copy of the:

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

The Board of Directors of Little Thompson Water District (LTWD) met in regular session on Thursday, October 19, 2023. Attendance was as follows:

Board of Directors:

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

Staff in Attendance:

Amber Kauffman, District Manager
Angela Diekhoff, Business Manager
Ken Lambrecht, Operations Manager
Kammy K. Tinney, Business Project
Manager
Judy O'Malley, Recording Secretary

Other Attendees:

Clayton Orback, Little Thompson Water District Engineering Technician I

CALL TO ORDER

Vice-President Steven Brandenburg called the meeting to order at 4:59 p.m. followed by the recitation of the *Pledge of Allegiance*.

ROLL CALL

It was moved by Director Larry Brandt, seconded by Director Bill Szmyd, to excuse the absence of President Emily McMurtrey. 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

Vice-President Brandenburg opened the Public Comments period. There were no public comments, and the Public Comments period was closed.

CONSENT AGENDA

It was moved by Director Szmyd, seconded by Director Ryan Heiland, to approve the Consent Agenda, with the correction to the Description of Check 4919 from “*Capital District-Cost-Water Rights-Windy Gap*” to “*Capital District-Cost-Water Rights-Home Supply*” including:

- Minutes of the September 21, 2023, Regular Board Meeting,
- Tap List 693,

- **September 2023 Disbursements in the amount \$7,133,786.67:**
 - ❖ **Operating Account: \$6,777,511.14:**
 - **ACH Manual Check Numbers 4861 to 4928 – \$6,501,176.62,**
 - **Check Numbers 11493 to 11527 – \$276,334.52,**
 - ❖ **Payroll Account: (Two Bi-weekly payroll periods in September) for \$356,275.53:**
 - **Normal Checks 2117 to 2125 - \$19,647.03**
 - **ACH Transmittal Vouchers O-2377 to O-2388 – \$174,990.34,**
 - **ACH Direct Deposit Numbers N-12946 to N-13022 – \$161,638.16,**
 - **September 2023 Financial Report.**
- Motion carried unanimously.**

DISCUSSION ITEMS

2024 Budget Review:

Business Manager Angela Diekhoff presented the following information to the Board for discussion and input. No official action was requested:

- With the input from the Board at the August Board meeting and review of capital projects at the September meeting, the 2024 recommended budget was presented based on the following parameters:
 - ❖ Base Fee will increase by five percent and will be adjusted 1.6 percent for new tap growth.
 - ❖ Water rates:
 - All Tiers to increase by five percent.
 - Wholesale Rates will increase by five percent based within the guidelines of each entity’s Intergovernmental Agreement (IGA).
 - ❖ Bulk water sales estimated based on historical data.
 - ❖ Sale of 155 taps (50 standard and 105 urban) – of those five Cash-in-Lieu (CIL) for Standard Tap.
 - ❖ Wages – Cost of Living 3.4 percent plus Merit raise of 0.6 percent to equal overall raise of four percent.
 - ❖ Total Employee Costs Increase of 6.34 percent compared to 2023 projected actuals.
 - Increase is due to one new employee in Administrative department.
 - One part-time transition employee in Water Resources.
 - Increase in salaries to make sure employees are in the appropriate range with the salary survey done by Employers Council in 2022.
 - One potential retirement bonus.
 - ❖ Operating expenses increased by 13.19 percent compared to 2023 projected actuals.
 - Operational expenses increased for Dry Creek pumping.
 - Increase in Filter Plant operating Expenses and St. Vrain Water Authority (SVWA).
 - Three large Expenses that are one-time expenses to occur in 2024:
 - ◇ Possible Lead Service Line Inventory - \$350,000 (Waiting for State Guidelines and requirements.,
 - ◇ Raw Water Master Plan Update - \$165,000.

- ◇ Regular Master Plan - \$135,0000.
 - Assessments increases for Northern Programs / Windy Gap firming.
- ❖ Capital and non-operating costs increased by 94.69 percent compared to 2023 projected actuals.
- ❖ Increase to continue with bond projects and additional capital projects.
- ❖ Carter Lake Filter Plant (CLFP) Treatment costs \$0.24 per 1,000 gallons and \$110,000 per month for fixed operating cost.
 - Plus, unbudgeted expenses of \$40,000.
- The 2024 Proposed Budget conversation:
 - ❖ Areas the Department Managers adjusted:
 - Employee raises down from the original five percent to four percent.
 - Rate Increases on all tiers from the original 3.4 percent to five percent.
 - Large cut in Conservation Budget.
 - Cuts in Training and Education.
 - Numerous cuts throughout Distribution and General Administration.
 - Cut in Marketing Budget for website redevelopment.
 - ❖ Large expenses that are onetime expenses:
 - Possible Lead Service Line Inventory - \$350,000.
 - Raw Water Master Plan Update - \$165,000.
 - Regular Master Plan - \$135,0000.
 - ❖ Ideas from Staff for the Board to consider:
 - Leave Base Rate and Tier One alone at five percent.
 - Raising the rates in Tiers Two through Five higher than five percent.
 - Reconsider some of the onetime cost items.
 - ◇ Remove Lead Service Line until we have direction from the State and come back to the Board if we are required by the State to compile the inventory in 2024.
 - ◇ Postponing the Raw Water Master Plan.
- Staff also requested direction from the Board on Plant Investment Fee (PIF) Increases:
 - ❖ Staff asked Wildan to look at Staff's revised Capital Project costs and give us guidance on what the District PIFs should look like (does not include any reimbursement increases for Brookfield agreement).
 - Wildan recommended a 30 percent increase to the PIF.
 - ❖ Staff would like some Board direction on implementing the new PIF rates for next year.
 - Staff suggested stepping the rate up 15 percent in 2024 and then again in 2025.
- The following information will be presented at the November Board Meeting:
 - ❖ The 2024 Proposed Budget once final direction and recommendation is received from the Board.
 - ❖ A public hearing will be held on the Proposed Budget, and any recommend rate increase.
 - ❖ Staff will present the District's five-year financial plan.
 - ❖ Final adoption of the budget can occur at the November meeting, unless the Board chooses to defer adoption to the December Board Meeting.

Questions and discussion occurred throughout the presentation. Some of the discussion points included:

- Basing the budget on 2022 usage as this was the average of the past five years.
- Increasing wages by a total of five percent.
- The District has legally Restricted Funds set aside for specific expenses; however, the bond company no longer legally requires any Restricted Funds.
- Whether the base fee should be increased instead of the tier rates.
 - ❖ Non-residential rates were based on the fact that most of those customers used to be farmers and dairies, however this is no longer the case.
- The Board determined they would like to see the following changes for the Final 2024 Budget in order to not show a negative operating budget:
 - ❖ Raise the Base Fee and all Tier Rates by seven percent.
 - ❖ Remove the Lead Service Line Inventory.
 - If the State finalizes the inventory plan in 2024 then Staff can bring an amended budget request to the Board.
 - ❖ Raise the PIFs by 30 percent in 2024.
- It was decided that it is important to keep the Raw Water Master Plan Update in the budget so this can be completed before Water Resources Manager Nancy Koch retires.

The following information will be presented at the November Board Meeting:

- The 2024 Proposed Budget once final direction and recommendation is received from the Board.
- A public hearing will be held on the Proposed Budget, and any recommend rate increase.
- Staff will present the District's five-year financial plan.
- Final adoption of the budget can occur at the November Board Meeting unless the Board chooses to defer adoption to the December Board Meeting.

[New Water Supplies Update:](#)

Water Resources Manager Nancy Koch, using suggestions from the Board as requested at the September 21, 2023, meeting, presented the following information to the Board:

- A 2022 Strategic Board Goal was to evaluate, discuss and recommend other waters suitable for dedication or purchase.
 - ❖ Other waters do not include ones currently accepted by the District.
 - ❖ Projects to meet this goal would provide water for the District for the next 30 years.
- Short to mid-term water supplies being evaluated:
 - ❖ Water Efficiency:
 - Policy Considerations:
 - ◇ Reduce over-use.
 - ◇ Reducing potable losses.
 - ◇ Water efficiency incentives.
 - ◇ Marketing / Education.
 - Reduce evaporation.
 - Tap Downgrades.
 - ❖ CIL for Infrastructure:
 - Example - native raw water infrastructure.

- Considerations for giving water credit for infrastructure.
- ❖ Accepted Native Water Rights:
 - Incentivize dedicating native water rights to the District.
 - Shares in Home Supply, Handy and Big Thompson Ditch and Manufacturing Company (BTDMC).
 - Acquire land and water.
- Board Policy Suggestions included:
 - ❖ The District could establish a Water Bank.
 - ❖ The District needs solvable / feasible solutions that the District will control.
 - ❖ The District should not provide CIL for all new water purchased to build up District reserves.
 - ❖ The District should prioritize yield from existing Native Waters.
 - ❖ Mead should pay for some new water supplies.
- Board Water Supply Concepts included:
 - ❖ Reduce Evaporation:
 - Photovoltaic panels on Dry Creek Reservoir.
 - ◇ Feasibility Study contractor selected.
 - Photovoltaic panels on agricultural reservoir.
 - ◇ Surface water rights on agricultural reservoirs have been leased.
 - Lining agricultural ditch.
 - ◇ Creates more Return Flow Obligations (RFOs).
 - ❖ Allow Tap Downgrades:
 - Customers with Standard Taps, who do not use their entire allotment, can downgrade to the 0.55 acre-feet (ac-ft) tap and receive a water credit when the water is sold to another customer,
 - The remaining 0.15 ac-ft would be sold to new development.
 - There are administration concerns regarding the time-consuming tracking.
 - Under-users would no longer balance over-users.
 - ❖ Acquire Land and Water:
 - The District could purchase farms that have Handy or Home Supply shares, however this could be cost prohibitive.
 - The Seller would continue to live at the property and lease the water back from the District while still occupying the property.
 - When the Seller vacates the property the water shares revert to the District.
 - As the District would own the land it would determine whether to use or sell the land.
- Staff Requests:
 - ❖ Support master meter at Interstate-25 (I-25) and Weld County Road (WCR) 38.
 - A missing Master Meter on the Central Weld County Water District (CWCWD) system at this location is causing uncertainty on water losses.
 - CWCWD and District staff have identified a desire to install a meter at this location; however, to the knowledge of District Staff installation of one is not planned.
 - There is a substantial cost to installing a Meter Vault, and Staff requested the Board allow the District to evaluate a location and install one on the District's line.

- Ms. Koch noted the District might not take on the biggest water loss first, but will work to find and stop water losses.
- ❖ Fund Master Plan:
 - Master Plan Modeling will investigate:
 - ◇ If more storage will increase the yield of Windy Gap units.
 - ◇ How much treatment capacity will be needed at SVWA to maximize second use supplies.
 - ◇ What bottlenecks does the system have.
 - ◇ If trade of storage for water supplies would increase firm yield.
- ❖ Allow staff to engage with Highland Ditch Company.
 - Non-potable Management:
 - ◇ Highland Ditch System opportunities exist within the Town of Mead (Mead) Growth Boundary.
 - ◇ The District could study the feasibility of using Highland Ditch shares for a Non-potable system.
 - The District would own the water and lease it back to the Developer who would own and operate the Non-potable System.
 - ◇ A Change of Use case would not need to be filed as the water would still be used for agriculture, just on blue grass instead of corn.
- Evaluation Tool:
 - ❖ Raw Water Master Plan.
 - ❖ Model the District system with assumptions.

Discussion occurred throughout the presentation including the following topics:

- Difficulties in putting some ideas in place such as:
 - ❖ Putting Photovoltaic panels on agricultural reservoirs because the surface water rights have already been leased.
 - ❖ Lining agricultural ditch creates more RFOs.
 - ❖ Allowing Tap Downgrades would cause a burden on the Administrative department and the Board was not in favor of the idea.
 - ❖ The Northern Integrated Supply Projected (NISP) is not a recommended water source for the District.
- Discussion was also held on the need to cut the 2024 Budget versus keeping the Raw Water Master Plan in place so that Ms. Koch would be available to work through this with Water Resources Administrator Amanda Hoff.
 - ❖ The Board agreed it was important for the Water Resources department to work on this project prior to Ms. Koch retiring.

Vice-President Brandenburg called for a break at 6:57 p.m. The meeting resumed at 7:05 p.m.

Employee Year-end Bonuses:

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

- Annually the Board has given employees a year-end bonus.
- Based on past Board discussion, the intent of year-end bonuses was to convey a “thank you” directly from the Board to the employees.

- The amount has been significant enough to be noticed, and at the same time did not represent a significant amount of the employee's compensation, with each employee receiving the same amount.
- In 2022, the Board rewarded each employee with a \$2,000 bonus.
- Bonus checks are issued through the payroll system and taxes have been collected on the bonus prior to distribution.

Following discussion, **it was moved by Director Jim Walker, seconded by Director Ed Martens, to approve a \$2,000 Year-end Bonus to District Employees. Motion carried with four aye votes and two nay votes.**

CLFP:

District Manager Kauffman presented the following information to the Board:

- CLFP will need to paint the five million-gallon (MG) steel tank next fall into the spring of 2025.
 - ❖ No estimate of cost was provided to the Board, but cost should be expected to be a little over \$1,000,000.
- The new smaller pump for the Dry Creek Reservoir pump station is anticipated to be in service around April of 2024.
 - ❖ Pumping costs for the pump station were not built into CLFP Manager Rick Whittet's budget.
 - ❖ After the official meeting, Mr. Whittet, CLFP Board President Al Lind, Director Heiland, Director Brandenburg, and Ms. Kauffman agreed to look at building the pumping costs into the operating budget for the future (anticipating 2025 costs).
 - ❖ Current expense projection would add \$0.04 per thousand gallons to the cost for treatment.
- The copper sulfate testing seemed to have some problems as the result of the application was an increase in geosmin.
 - ❖ The Plant would like to get another sample from the reservoir to redo the test.
- Mr. Whittet's proposed budget included the following:
 - ❖ A continuation of 13 positions at the plant (one currently unfilled).
 - ❖ The budget for the plant increased 22 percent from 2022 to 2023 and then proposed at an increase of seven percent from 2023 to 2024.
 - ❖ The goal is to remove the need for forward budgeting during the winter from the districts and reimbursement during high demand season as currently is happening.
 - ❖ Mr. Whittet would also like to include algae amounts.
- Mr. Brandenburg noted that 90 ac-ft of water was released from Dry Creek Reservoir.
 - ❖ Mr. Brandenburg noted that this will save on pumping and treatment costs.
 - ❖ Ms. Kauffman advised when water is released from the reservoir the District must ensure that it will have beneficial use.
 - ❖ Water Resources Manager Koch advised that this was a good year to do so as the District was able to refill the reservoir.
- Josh Cook, P.E. of NoCo Engineering contacted Ms. Kauffman and advised that his electrical engineer had passed away.

St. Vrain Water Authority (SVWA):

District Manager Kauffman presented the following information to the Board:

- The town of Firestone (Firestone) Staff and Dave Lindsay have begun the budgeting process for 2024.
 - ❖ Currently no capital is budgeted although Ms. Kauffman felt some of the expenses shown as operating will be switched to capital based on conversation in the meeting.
- It was decided to increase the funding from the board packet's assumption of 85 percent of annual costs to 100 percent of annual costs to help build a reserve fund at the plant.
 - ❖ This increase was expected to raise the District costs from \$80,000 to \$100,000.
- SVWA and Firestone are still having trouble getting the contractor's subcontractors to finish the project.
 - ❖ Firestone has begun conversations with the bonding company.
- The plant had a water leak inside the meter pit but downstream of the meter.
 - ❖ The leak was approximately 300,000 gallons.
 - ❖ Firestone does not offer a leak credit for fixing leaks.
 - ❖ The cost of the leak was unknown at the time of the meeting.
- The plant engineer, Plummer Associates, was working on selection of an asset management software for the plant to use to help determine what level of reserve accounts to have with help of depreciation schedules, parts replacement schedules, chemical orders, etc.
- Discussion was had about developing policies for the reserve accounts next year.
- Ramey Environmental, the contract operator, has been giving tours to other groups of people who are evaluating similar types of plants.

Public Hearing: Action Item: Resolutions 2023-26, and 2023-27 Exclusions

Vice-President Brandenburg opened the Public Hearing. There were no public comments, and the Public Hearing was closed.

It was moved by Director Szmyd, seconded by Director Heiland, to adopt Resolution 2023-26 Exclusions (Berthoud Gateway), and Resolution 2023-27 Exclusions (Ledge Rock Center). Motion Carried unanimously.

STAFF REPORTS

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

- District Activities:
 - ❖ Managers are planning an offsite leadership retreat November 29 to help the organization work on removing silos and promoting more teamwork.
 - The main reason for the retreat is to make sure all departments are functioning as one team, not individually (silos).
 - The retreat will be facilitated by a fire chief who has been through many of the same issues the District has:
 - ◇ Changing customer base.
 - ◇ Growing staff levels with "new blood".
 - ◇ Increasing costs and others.

- It will be a cost to the District in a tight year; however, it is important.
- There will be quarterly follow-up in 2024 as well.
- ❖ The State Dam Safety Engineer came to inspect Dry Creek Reservoir on October 2.
 - The Engineer is always happy to come see Dry Creek Reservoir as it is well maintained, and the requested activities are always complete or near complete from the prior year's inspection and everything went well.
 - A lot of cattails were removed from the banks per the Engineer's previous request.
 - Additionally, the District released water out of Dry Creek Reservoir for three weeks with no negative feedback from the neighbors.
 - A big kudos to Water Resources Administrator Hoff for working with the River Commissioner and Northern Colorado Water Conservancy District (Northern) on the release.
- ❖ On October 3, Staff gathered for lunch to watch a presentation given at the Special District Association (SDA) Annual Conference called "Zap the Generational Gap."
 - Staff had mixed feelings on the presentation, but it definitely hit some people in why people are the way they are, and the generations are all just perspective.
- ❖ On October 5, the District closed the office early and had an afternoon of games and food at Flipside in Loveland.
 - Flipside is a pinball / skee-ball / air hockey facility that allows rental of the whole business in exchange for free games during the rental.
 - We had better attendance than weekend events in the past!
- Other:
 - ❖ An interesting statistic from Northern's board meeting on October 12:
 - The ownership of Colorado-Big Thompson (C-BT) units continues to trend to Municipal and Industrial with 1,111 units moving that way in 2023 alone.
 - The current breakout is 72 percent municipal / industrial and 28 percent agricultural.
 - The shares remaining in agricultural are predominantly fixed assessment and cheap to own.
 - These are not likely to change to municipal / industrial soon.
 - It reinforces "the easy water is gone."
- Anticipated November Board Meeting Topics:
 - ❖ 2024 Proposed Budget.
 - ❖ 2024 Rate Hearing.
 - ❖ 2023 Budget Amendment.
 - ❖ Audit Engagement for 2023 Audit.
 - ❖ Section 3 Rules and Regulations update for taps.

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

- Reserves:
 - ❖ With the purchase of the 11 shares of Home supply for \$6,170,000, funds were taken from CIL Reserves of \$4,145,196 and Capital Projects Reserve of \$2,024,804.
 - ❖ The one supply of Windy Gap for \$4.5 million still needs to be paid.
 - Staff requested guidance for what reserve funds the Board would like to use:
 - ◇ Capital Projects Reserve: \$9,166,637,

◇ or Land Acquisition Reserve: \$2,000,000.

Following a brief discussion, the Board agreed the funds should come from the Land Acquisition Reserve, and the balance from the Capital Projects Reserve. The funds will be replaced as the water is sold.

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

District Engineer's Report: In the absence of District Engineer Brad Eaton, District Manager Kauffman reported on the following:

- There were two Tap Commitment Requests for September. The year-to-date total was 61.
- Capital Projects:
 - ❖ The Loveland / Campion project had begun and was focused on South Garfield Avenue between West Larimer County Road (LCR) 16 and 42nd Street Southeast.
 - ❖ The Supervisory Control and Data Acquisition (SCADA) updates have begun.
 - ❖ A contractor had been selected for the Floating Photovoltaic Feasibility Study for Dry Creek Reservoir and was expected to begin before the end of 2023.
- Development Projects:
 - ❖ Three new projects were coming to Mead:
 - Flying J Truckstop,
 - Club Carwash,
 - Mead Community Center.

Discussion occurred regarding how many development projects have water, selling the District's Windy Gap units to those who need water, and what developments are in the right locations to be able to use Windy Gap water.

- Other Engineering Department Activities:
 - ❖ Design coordination with the Colorado Department of Transportation (CDOT) for their I-25 Segment 5 Improvement Project (Highway 66 to Highway 56) has begun.
 - ❖ District and CWCWD infrastructure will be impacted and will likely require significant Staff time beginning now with design and following through construction.
 - ❖ CDOT wants construction to be completed by next fall, but Staff do not believe that is possible.

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

- Water use for the month of September remained low as there continued to be a lot of rain.
- There had been a small amount of evaporation from Dry Creek Reservoir.
 - ❖ Cumulative water use was well below the projected volume.
 - ❖ The amount of water in Dry Creek Reservoir had decreased partly from evaporation and partly from the release of water.
 - ❖ Water Resources Staff would put back in as much water as possible before the close of the 2022 – 2023 Water Year on October 31, 2023.

- Water Court Change Cases Updates:
 - ❖ The judge was expected to re-refer the Home Supply case.
 - ❖ The Town of Berthoud (Berthoud) had expressed that they would like to work together with Staff on the Handy Ditch case.
 - Berthoud had submitted their Catlin to the ditch company earlier than expected and District Staff and consultants worked hard to prepare to file shortly after Berthoud.
 - ❖ The Town of Johnstown (Johnstown) will have an expert witness disclosure to define issues for the March 2024 trial.
 - The District is an objector in the Johnstown case but is backing Johnstown as it will be beneficial to the District if they win.
 - ❖ The judge in the Firestone case is considering a motion to dismiss the trial as they have not been in touch with objectors to their case.
 - ❖ The Seasonal Temperature Outlook maps showed equal chances for above or below average temperatures and precipitation during October, November, and December 2023.

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

- Leak repairs and Locate Requests were close to the five-year averages.
- Monthly Total Coliform samples were within acceptable parameters.
- The new locator, Hannah Mraz, was in training and doing well,
- The Colorado Department of Public Health and Environment (CDPHE) sanitary survey went well.
 - ❖ A few items are being looked at further and may be considered violations however Staff are working with CDPHE on the processes in question.
- Project Updates and Notes:
 - ❖ Security and Sound finished installing the fire alarm system and the Berthoud Fire Marshall will be scheduled for the final inspection.
- There had been no change to the valve exercising status as the Valve Exerciser Crew Leader Alan Cordova had continued working with the Backhoe Crew.

DIRECTOR REPORTS

Director Brandt questioned if anyone knew what an 18-inch green pipe along WCR 50 from Colorado Boulevard going east was going to be used for. Ms. Kauffman was not sure but suggested it might be for oil or natural gas.

It was moved by Director Szmyd, seconded by Director Brandt, to adjourn the meeting at 7:48 p.m. Motion carried unanimously.

Respectfully submitted,

Amber Kauffman

Agenda Item Summary
Little Thompson Water District

Date: November 16, 2023

Item: 5.2

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

Subject: Tap List 694**Staff Recommendation: Staff recommends approval.****Discussion:****TAP LIST 694 ~ NEW AND AMENDED CONTRACTS**

TAP #	NAME	5/8-inch MINI	5/8-inch URBAN	5/8-inch STANDARD	OTHER	WATER RIGHTS	CIL
10285	Gary & Barbara Dean			X			.70 AF
10286	Richfield Homes LLC		X			.35 AF	
10287	Richfield Homes LLC		X			.35 AF	
10288	Richfield Homes LLC		X			.35 AF	
10289	Richfield Homes LLC		X			.35 AF	
10290	Michael & Stacie Bailey			X		.70 AF	
10292	DR Horton		X			.35 AF	
10293	DR Horton		X			.35 AF	
10294	DR Horton		X			.35 AF	
10295	DR Horton		X			.35 AF	
10296	DR Horton		X			.35 AF	
10297	DR Horton		X			.35 AF	
10298	DR Horton		X			.35 AF	
10299	DR Horton		X			.35 AF	
10300	DR Horton		X			.35 AF	
10301	DR Horton		X			.35 AF	
10302	DR Horton		X			.35 AF	
10303	Richmond American Homes		X			.35 AF	
10304	Richmond American Homes			X		.70 AF	
10305	Richmond American Homes		X			.35 AF	
10306	Richmond American Homes			X		.70 AF	
10307	Richmond American Homes		X			.35 AF	
10308	Richmond American Homes		X			.35 AF	
10309	Richmond American Homes		X			.35 AF	

	5/8-inch MINI	5/8-inch URBAN	5/8-inch STANDARD	OTHER	WATER RIGHTS	CIL
OCTOBER 2023 TOTALS	0	20	4	0	9.10 AF	.70 AF
YEAR-TO-DATE 2023 TOTALS	0	178	28	5	80.20 AF	3.90 AF
TAPS BUDGETED 2023	0	220	5			

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

LONGS PEAK WATER DISTRICT TAP EXCHANGE

TAP #	NAME	5/8-inch URBAN	5/8-inch STANDARD	OTHER
10291	Central Garden & Pet Company			5/8-inch non-residential
OCTOBER 2023 TOTALS		0	0	1
YEAR-TO-DATE 2023 TOTALS		0	6	1

MISC. RECEIVABLES

TAP #	NOTES	ACCESSORY DWELLINGS	UPSIZED TAPS	ADDITIONAL ALLOCATION	CIL
N/A		0	0	0	0
		ACCESSORY DWELLINGS	UPSIZED TAPS	ADDITIONAL ALLOCATION	CIL
OCTOBER 2023 TOTALS		0	0	0	0
YEAR-TO-DATE 2023 TOTALS		2	2	1	2.92 AF

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 5.3 Disbursements

Staff: Angela Diekhoff, Business Manager

Subject: October 2023 Disbursements.

Staff Recommendation: Approval.

October 2023 Disbursements

Request approval of the October 2023 Cash Disbursements in the amount of \$937,632.26.

Operating Account: \$604,072.92

ACH Manual Check Numbers 4929-4992 – \$352,733.16.

Check Numbers 11528 to 11580 – \$251,339.76.

Payroll Account: \$333,559.34 (Two bi-weekly payroll periods paid in October)

ACH Transmittal Vouchers 2389 to 2400 – \$169,539.36.

ACH Direct Deposit Numbers 13023 to 13057– \$164,019.98.

Discussion:

All expenses are for normal operating costs, except for \$229,911.12 for Capital Cost – District, \$10,949.12 for Capital Cost – Joint.

Little Thompson Water District
Cash Disbursements Summary
Check Issue Dates: 10/01/2023 to 10/31/2023

Employee Related Expenses	\$	333,559.34
Capital Cost-District	\$	229,911.12
Filter Plant Ops Expense	\$	166,898.33
System Repairs	\$	41,878.96
Vehicle Expenses	\$	23,821.41
Service Connection Expenses	\$	15,281.00
Office Expenses	\$	13,244.20
Adams CC-Memberships-\$814;Computer Cost-\$55; Office Supplies-\$237; Bld & Grnds-\$1518; Office Exp-\$9290; Uniforms-\$280; Misc-222	\$	12,217.72
Insurance-Worker Compensation	\$	11,971.00
Capital Cost-Joint-CLFP 7MG Water Tank	\$	10,949.12
Computer Expenses	\$	9,559.00
Valve Repairs and Maintenance	\$	9,370.50
St. Vrain Authority	\$	7,745.43
Dry Creek Reservoir Expenses	\$	6,592.50
Service Contracts	\$	5,417.78
Firestone Surcharge Fee	\$	5,167.52
Communication Expenses	\$	4,832.05
Legal - Special Counsel	\$	4,653.09
Bldg/Grnds Expenses	\$	3,850.76
Operations - Utilities	\$	3,387.59
Safety Expenses	\$	2,094.97
Uniform Expenses	\$	2,084.23
O & M	\$	1,672.35
Water Resources General Legal	\$	1,525.00
Telemetry Expense	\$	1,480.02
Locate Expenses	\$	1,296.45
Fire System Expenses	\$	1,195.00
Soil Amendment Rebates	\$	1,000.00
Purchased Water Expenses	\$	836.89
24 Brookfield WL Passthrough	\$	787.50
Landscaping Incentives	\$	689.98
WQ - Monthly Sampling	\$	670.95
Fire Hyd Meter Deposits	\$	553.00
Cross Con/Backflow Program	\$	500.00
Engr/CAD/Prof Expenses	\$	495.00
Home Supply Shares	\$	225.00
Insurance-Property & Casualty	\$	217.50
Void	\$	-
Total	\$	937,632.26

Little Thompson Water District
Cash Disbursements Detail
Check Issue Dates: 10/01/2023 to 10/31/2023

Operations

Check Number	Check Issue Date	Payee	Description	Amount
4935	10/5/2023	Carter Lake Filter Plant	Filter Plant Ops Expense	\$ 166,898.33
11566	10/18/2023	Gopher Excavation Inc	Capital Cost-District-Service Connection Expenses	\$ 83,558.22
11569	10/18/2023	Herbert E&I, LLC	Capital Cost-District-Telemetry Improvements	\$ 47,912.64
11552	10/4/2023	St Vrain Companies Inc.	System Repairs	\$ 28,500.00
4983	10/19/2023	QualCorr Engineering	Capital Cost-District-5MG Twin Mounds Tank Coating	\$ 25,250.00
11554	10/4/2023	Swedish Industrial Coatings, LLC	Capital Cost-District-5MG Twin Mounds Tank Coating	\$ 19,000.00
11566	10/18/2023	Gopher Excavation Inc	Service Connection Expenses	\$ 15,281.00
4960	10/5/2023	YSI, Inc.	Capital Cost-District-Dry Creek-Joint-Monitoring Sys	\$ 14,886.82
4933	10/3/2023	Adams Bank MasterCard	Adams CC-Memberships-\$814;Computer Cost-\$55; Office Supplies-\$237; Bld & Grnds-\$1518; Office Exp-\$9290; Uniforms-\$280; Misc-222	\$ 12,217.72
4932	10/3/2023	PINNACOL	Insurance-Worker Compensation	\$ 11,971.00
4969	10/19/2023	Carter Lake Filter Plant	Capital Cost-Joint-CLFP 7MG Water Tank	\$ 10,949.12
4939	10/5/2023	Dana Kepner Company Inc	Capital Cost-District-Cty Rd Improvements	\$ 10,150.00
4980	10/19/2023	Snowmelt Water Engineering, LLC	Capital Cost-District-Water Rights Consulting	\$ 9,990.00
4956	10/5/2023	Stratus Information Systems (ITX)	Computer Expenses	\$ 9,559.00
4951	10/5/2023	Orback Construction	Valve Repairs and Maintenance	\$ 8,970.00
4947	10/5/2023	Loveland Barricade	System Repairs	\$ 8,680.75
4958	10/5/2023	WEX Bank	Vehicle Expenses	\$ 8,646.03
11553	10/4/2023	St. Vrain Water Authority	St. Vrain Authority	\$ 7,745.43
4938	10/5/2023	CR LAND SERVICES, LLC	Capital Cost-District-Northeast Transmission Line	\$ 7,360.00
11563	10/18/2023	Davidson-Gebhardt Chevrolet	Vehicle Expenses	\$ 7,122.86
4951	10/5/2023	Orback Construction	Capital Cost-District-Small Line Abandonment	\$ 6,900.00
11556	10/4/2023	Town of Firestone	Firestone Surcharge Fee	\$ 5,167.52
11573	10/18/2023	Overturf McGath & Hull P.C.	Legal - Special Counsel	\$ 4,653.09
11576	10/18/2023	Starr & Westbrook PC	Office Expenses	\$ 4,491.50
4944	10/5/2023	INFOSEND INC	Service Contracts	\$ 4,288.74
4959	10/5/2023	WildRock PR & Marketing, LLC	Office Expenses	\$ 3,800.00
11578	10/18/2023	T & T OK Tire	Vehicle Expenses	\$ 3,093.96
11529	10/4/2023	BearCom	Vehicle Expenses	\$ 2,674.00

Check Number	Check Issue Date	Payee	Description	Amount
11560	10/18/2023	BearCom	Capital Cost-District-Vehicle Replacement Program	\$ 2,484.00
11557	10/18/2023	American Water Works Association	Office Expenses	\$ 2,478.00
11562	10/18/2023	City of Fort Collins	Dry Creek Reservoir Expenses	\$ 2,160.00
4989	10/26/2023	Poudre Valley REA	Operations - Utilities	\$ 2,026.14
4950	10/5/2023	On-Demand Concrete	System Repairs	\$ 1,533.65
4968	10/19/2023	Carlson Hammond & Paddock	Water Resources General Legal	\$ 1,525.00
11575	10/18/2023	Rod Schleiger	Dry Creek Reservoir Expenses	\$ 1,500.00
11532	10/4/2023	Community Foundation of No Colorado	Office Expenses	\$ 1,500.00
4981	10/19/2023	Timber Line Electric & Control	Telemetry Expense	\$ 1,480.02
11555	10/4/2023	T & T OK Tire	Vehicle Expenses	\$ 1,445.48
4968	10/19/2023	Carlson Hammond & Paddock	Capital Cost-District-Water Resources General Legal	\$ 1,403.00
4975	10/19/2023	John Deere Financial	Uniform Expenses	\$ 1,335.46
4957	10/5/2023	UNCC	Locate Expenses	\$ 1,296.45
4939	10/5/2023	Dana Kepner Company Inc	Fire System Expenses	\$ 1,195.00
4986	10/24/2023	COMCAST	Communication Expenses	\$ 1,165.05
4940	10/5/2023	Denver Winpump Co.	Dry Creek Reservoir Expenses	\$ 1,145.00
4973	10/19/2023	INFOSEND INC	Service Contracts	\$ 1,129.04
4936	10/5/2023	Carter Lake Filter Plant	Dry Creek Reservoir Expenses	\$ 1,125.00
4978	10/19/2023	On-Demand Concrete	System Repairs	\$ 1,069.44
4987	10/24/2023	XCEL Energy	Bldg/Grnds Expenses	\$ 1,047.91
4985	10/23/2023	AT&T Mobility	Communication Expenses	\$ 1,047.47
11565	10/18/2023	Front Range Raynor	Bldg/Grnds Expenses	\$ 1,026.50
11545	10/4/2023	Mac Equipment Inc	O & M	\$ 991.99
4930	10/3/2023	Verizon Wireless	Communication Expenses	\$ 932.39
4952	10/5/2023	PIONEER	System Repairs	\$ 844.82
11579	10/18/2023	Waas Campbell Rivera Johnson & Velasquez	24 Brookfield WL Passthrough	\$ 787.50
4970	10/19/2023	Cintas Corporation #737	Bldg/Grnds Expenses	\$ 670.11
11548	10/4/2023	Otis & Bedingfield, LLC	Dry Creek Reservoir Expenses	\$ 662.50
4976	10/19/2023	Mobile Lab USA LLC	Safety Expenses	\$ 660.00
4941	10/5/2023	Eggers Electric	Capital Cost-District-Office Upgrade-Fire Alarm Sys	\$ 658.31
4937	10/5/2023	Cintas Corporation #737	Safety Expenses	\$ 611.00
11564	10/18/2023	DON TAULLIE	System Repairs	\$ 600.00
11531	10/4/2023	City of Longmont	WQ - Monthly Sampling	\$ 585.00

Check Number	Check Issue Date	Payee	Description	Amount
11570	10/18/2023	LG Everist Inc	System Repairs	\$ 581.15
4990	10/27/2023	Verizon Wireless	Communication Expenses	\$ 580.87
11559	10/18/2023	BARNARD CONSTRUCTION CO	Fire Hyd Meter Deposits	\$ 553.00
4946	10/5/2023	John Deere Financial	Uniform Expenses	\$ 538.80
4964	10/12/2023	Poudre Valley REA	Operations - Utilities	\$ 517.92
11543	10/4/2023	LORIE AUSTIN	Soil Amendment Rebates	\$ 500.00
11540	10/4/2023	JORDAN WITT	Soil Amendment Rebates	\$ 500.00
11528	10/4/2023	AJ's Backflow Testing LLC	Cross Con/Backflow Program	\$ 500.00
4949	10/5/2023	Northern Co Water Cons Dist	Purchased Water Expenses	\$ 500.00
4982	10/19/2023	WILLDAN FINANCIAL SERVICES	Engr/CAD/Prof Expenses	\$ 495.00
4943	10/5/2023	Home Depot Credit Services	Bldg/Grnds Expenses	\$ 481.68
4953	10/5/2023	Rocky Mtn Quick Lube	Vehicle Expenses	\$ 474.53
4962	10/5/2023	Poudre Valley REA	Operations - Utilities	\$ 466.08
4961	10/5/2023	Verizon Wireless	Communication Expenses	\$ 411.92
4942	10/5/2023	Ferguson Waterworks	Valve Repairs and Maintenance	\$ 400.50
4971	10/19/2023	Home Depot Credit Services	O & M	\$ 390.76
4991	10/27/2023	Town of Berthoud	Bldg/Grnds Expenses	\$ 386.00
4954	10/5/2023	Sam's Club	Safety Expenses	\$ 360.74
11561	10/18/2023	Berthoud Ace Hardware	Capital Cost-District-Office Upgrade-Fire Alarm Sys	\$ 358.13
4963	10/5/2023	COMCAST	Communication Expenses	\$ 356.88
4931	10/3/2023	Verizon Wireless	Communication Expenses	\$ 337.47
4988	10/25/2023	United Power Inc	Operations - Utilities	\$ 308.26
11574	10/18/2023	Prairie Mountain Media	Office Expenses	\$ 296.38
11558	10/18/2023	A-Z Safety Supply	Safety Expenses	\$ 262.98
11537	10/4/2023	EDWARD OR JUDY MARTENS	Landscaping Incentives	\$ 250.00
11534	10/4/2023	Consolidated Home Supply Ditch	Home Supply Shares	\$ 225.00
4972	10/19/2023	InfoArmor, Inc.	Insurance-Property & Casualty	\$ 217.50
4974	10/19/2023	Jax Outdoor Gear	Uniform Expenses	\$ 179.97
4979	10/19/2023	Rocky Mtn Quick Lube	Vehicle Expenses	\$ 179.60
4934	10/5/2023	Bomgaars Supply	O & M	\$ 178.95
11542	10/4/2023	Longs Peak Water District	Purchased Water Expenses	\$ 177.03
11577	10/18/2023	Stone Heating and Air, LLC	Bldg/Grnds Expenses	\$ 170.00
4955	10/5/2023	Sam's Club	Office Expenses	\$ 160.83
11571	10/18/2023	LTWD Petty Cash Fund	Office Expenses	\$ 157.07
11572	10/18/2023	Northern Safety Company Inc	Safety Expenses	\$ 156.00
11580	10/18/2023	Weld County Clerk & Recorder	Office Expenses	\$ 150.00
11550	10/4/2023	RON OR JULIE SCHROEDER	Landscaping Incentives	\$ 150.00
11547	10/4/2023	NIJLA OR VINCE WESTRA	Landscaping Incentives	\$ 150.00
11544	10/4/2023	LTWD Petty Cash Fund	Office Expenses	\$ 140.29

Check Number	Check Issue Date	Payee	Description	Amount
4977	10/19/2023	Napa Auto Parts	Vehicle Expenses	\$ 115.99
11530	10/4/2023	Berthoud Ace Hardware	O & M	\$ 110.65
11539	10/4/2023	HACH Company	WQ - Monthly Sampling	\$ 85.95
11536	10/4/2023	DAVID JACKSON	Landscaping Incentives	\$ 75.00
4948	10/5/2023	Napa Auto Parts	Vehicle Expenses	\$ 68.96
11551	10/4/2023	S & S Sanitation	Bldg/Grnds Expenses	\$ 68.56
11533	10/4/2023	CONOR MCGRATH	Landscaping Incentives	\$ 64.98
11538	10/4/2023	Green Hills Sod Farm Inc	Sys Repairs	\$ 54.75
11568	10/18/2023	Harry Lateral Ditch Company	Purchased Water Expenses	\$ 50.00
11535	10/4/2023	Construction Supply House	Safety Expenses	\$ 44.25
11541	10/4/2023	Larimer County Clerk & Recorder	Office Expenses	\$ 43.00
4929	10/2/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 41.79
4992	10/30/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 34.81
4984	10/20/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 33.26
11546	10/4/2023	MI Sports	Uniform Expenses	\$ 30.00
4967	10/17/2023	XCEL Energy	Operations - Utilities	\$ 28.73
4945	10/5/2023	Jax Outdoor Gear	Office Expenses	\$ 27.13
4965	10/16/2023	XCEL Energy	Operations - Utilities	\$ 23.15
4966	10/16/2023	XCEL Energy	Operations - Utilities	\$ 17.31
11567	10/18/2023	Green Hills Sod Farm Inc	System Repairs	\$ 14.40
11549	10/4/2023	ROBERT KEEP	void	\$ -
11451	10/20/2023	CDPHE	Void	\$ -
Total Operations				\$ 604,072.92

Check Number	Check Issue Date	Payee	Description	Amount
Payroll				
Check Number	Check Issue Date	Payee	Description	Amount
2389	10/9/2023	EFTPS	Federal Withholding Tax Pay Period: 10/8/2023	\$ 30,706.40
2390	10/9/2023	CDOR	CO State Withholding Tax Pay Period: 10/8/2023	\$ 4,518.00
2391	10/9/2023	COLONIAL LIFE INSURANCE	COLONIAL LIFE Pay Period: 10/8/2023	\$ 241.58
2392	10/9/2023	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 10/8/2023	\$ 13,263.93
2393	10/9/2023	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 10/8/2023	\$ 9,227.43
2394	10/9/2023	24HOUR FLEX	HEALTH SAVINGS ACCOUNT Pay Period: 10/8/2023	\$ 1,959.24
2395	10/23/2023	EFTPS	Federal Withholding Tax Pay Period: 10/22/2023	\$ 30,110.87
2396	10/23/2023	CDOR	CO State Withholding Tax Pay Period: 10/22/2023	\$ 4,473.00
2397	10/23/2023	CEBT	Insurance CEBT Pay Period: 10/22/2023	\$ 50,735.33
2398	10/23/2023	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 10/22/2023	\$ 13,453.03
2399	10/23/2023	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 10/22/2023	\$ 8,891.31
2400	10/23/2023	24HOUR FLEX	HEALTH SAVINGS ACCOUNT Pay Period: 10/22/2023	\$ 1,959.24
13023-13057	10/11/2023	Direct Deposit	Pay Period Ending 10/8/2023	\$ 82,728.44
13058	10/11/2023	Szmyd, William R	September Board Meeting	\$ 105.32
13059	10/11/2023	Martens, Edward M	September Board Meeting	\$ 108.33
13060	10/11/2023	Brandt, Larry R	September Board Meeting	\$ 111.35
13061	10/11/2023	Brandenburg, Steven T	September Board Meeting	\$ 104.66
13062	10/11/2023	McMurtrey, Emily J	September Board Meeting	\$ 102.04
13063	10/11/2023	Walker, James J	September Board Meeting	\$ 111.87
13064	10/11/2023	Heiland, Ryan M	September Board Meeting	\$ 99.42
13065-13100	10/25/2023	Direct Deposit	Pay period Ending 10/22/2023	\$ 80,548.55
Total Payroll				\$ 333,559.34
Total Cash Disbursements				\$ 937,632.26

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item Number: 5.4

Staff: Angela Diekhoff, Business Manager

Subject:

Discussion of the Financial Reports

Staff Recommendation:

Staff recommend acceptance of the October Financial Reports.

Discussion:

OPERATING FUND:

Operating Revenue – We have collected \$10,386,390 which is \$2,598,408 less than budgeted.

Operating Costs – We have spent \$10,318,970, which is \$1,018,926 less than budgeted.

Operating Gain (Loss) – We have an operating gain of \$67,420 which is \$1,579,482 less than budgeted.

NON-OPERATING FUND:

Non-Operating Revenue – We have collected \$6,017,618, which is \$1,889,053 more than budgeted.

Capital Costs – District – We have spent \$7,831,488 which is \$130,701 less than budgeted.

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

Capital Costs – District	Actual YTD	YTD Budget	Annual Budget
County Rd Improvements	\$ 32,718	\$ 150,000	\$ 200,000
Service Connection Expense	156,924	\$ 131,000	157,200
Telemetry Improvements	47,913	130,000	200,000
Small Line Abandonment	35,193	60,000	75,000
West 1st Street	49,763		
Northeast Transmission Line	232,314	1,083,330	1,299,996
5MG Twin Mounds Tank Coating	485,884	-	-
Loveland/Campion Conversion	37,116	1,262,760	1,515,312
54 Bridge-Waterline Relocation	-	862,299	862,299
Dry Creek Feasibility	-	35,000	35,000
Twin Mounds Passive Mixing Sys		113,500	227,000
Buckhorn Pump Station	-	40,000	40,000
3rd & Welker Waterline Replace	28,369	1,056,000	1,320,000
LCR 8 & 21 Waterline Modification	298,783	300,000	300,000
Botterill-LTWD System Modification	-	100,000	100,000
Total Capital Projects	\$ 1,404,976	\$ 5,323,889	\$ 6,331,807
Vehicle Replacement Program	54,340	80,000	80,000
Furn & Equip Replacement	30,265	12,500	12,500
Miscellaneous Equipment	11,927	7,800	7,800
Ops Equipment Replacement	3,915	18,000	18,000
Office Upgrade-Fire Alarm System	18,210	-	-
Office Upgrade-Front Lobby	35,423	-	-
Total Vehicles and Equipment	\$ 154,080	\$ 118,300	\$ 118,300
Water Rights - CBT	-	400,000	400,000
Water Rights - Other	6,170,000	400,000	400,000
Water Resources Gen Eng	77,733	600,000	600,000
Water Resources Gen Legal	23,904	166,670	200,004
Raw Water Infrastructure	795	833,330	999,996
2nd Use Infrastructure Study		120,000	120,000
Total Water Rights	\$ 6,272,432	\$ 2,520,000	\$ 2,720,000
Total Capital Costs – District	\$ 7,831,488	\$ 7,962,189	\$ 9,170,107

Capital Costs - Joint: We have spent \$430,288, which is \$420,337 less than budgeted.

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

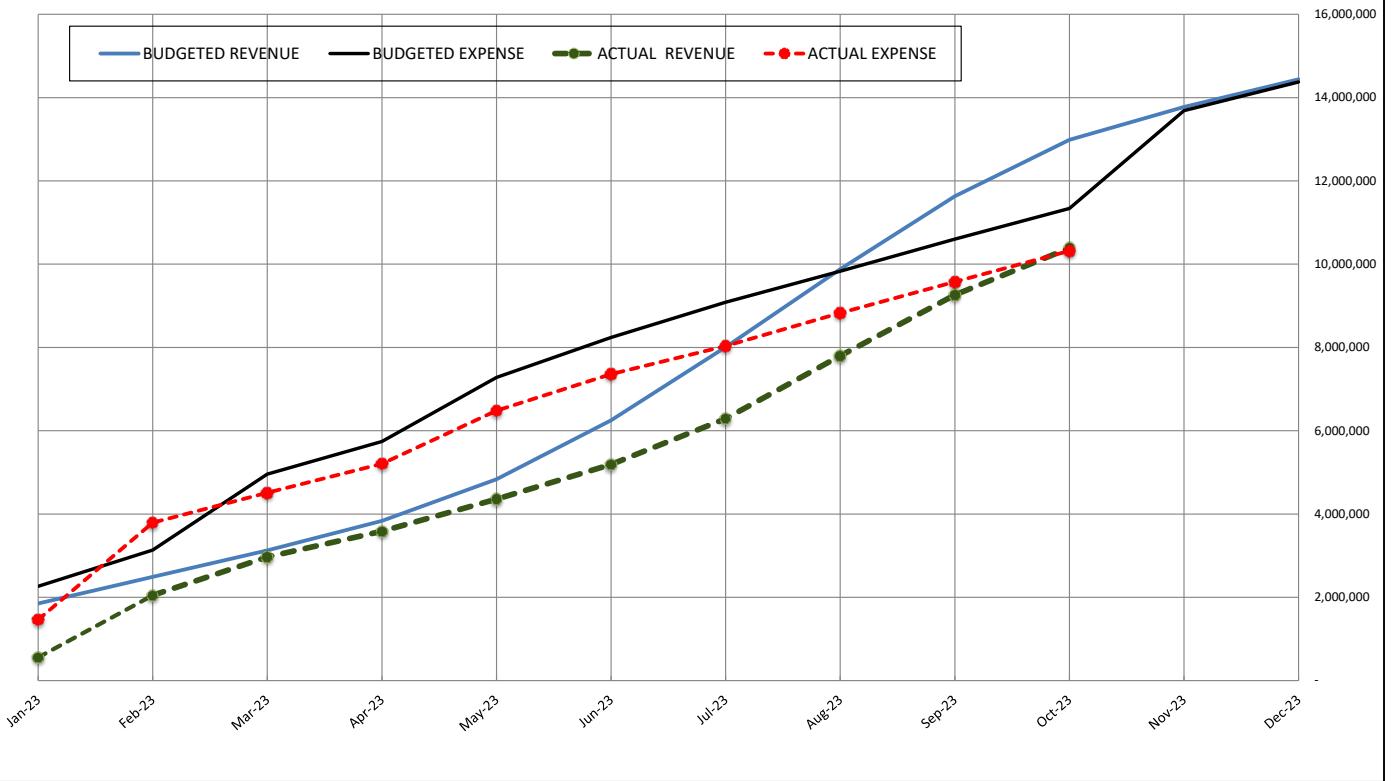
Capital Costs – Joint	Actual YTD	YTD Budget	Annual Budget
Dry Creek-Joint Cost	\$ 2,725	\$ 150,000	\$ 150,000
Dry Creek-Joint Cost-Monitoring Sys	\$ 20,853	\$ -	\$ -
CLFP 7MG Water Tank	\$ 354	\$ -	
CLFP Vehicles & Equipment	133,019	235,000	235,000
Pretreatment Design	241,015	415,625	415,625
Road Improvements	-	50,000	50,000
CLFP North Plant-Filter	32,322	-	-
Total Capital Projects	\$ 430,288	\$ 850,625	\$ 850,625

Non-Operating Gain (Loss) – We have a net non-operating loss of \$2,244,158, which is \$2,440,091 less than budgeted.

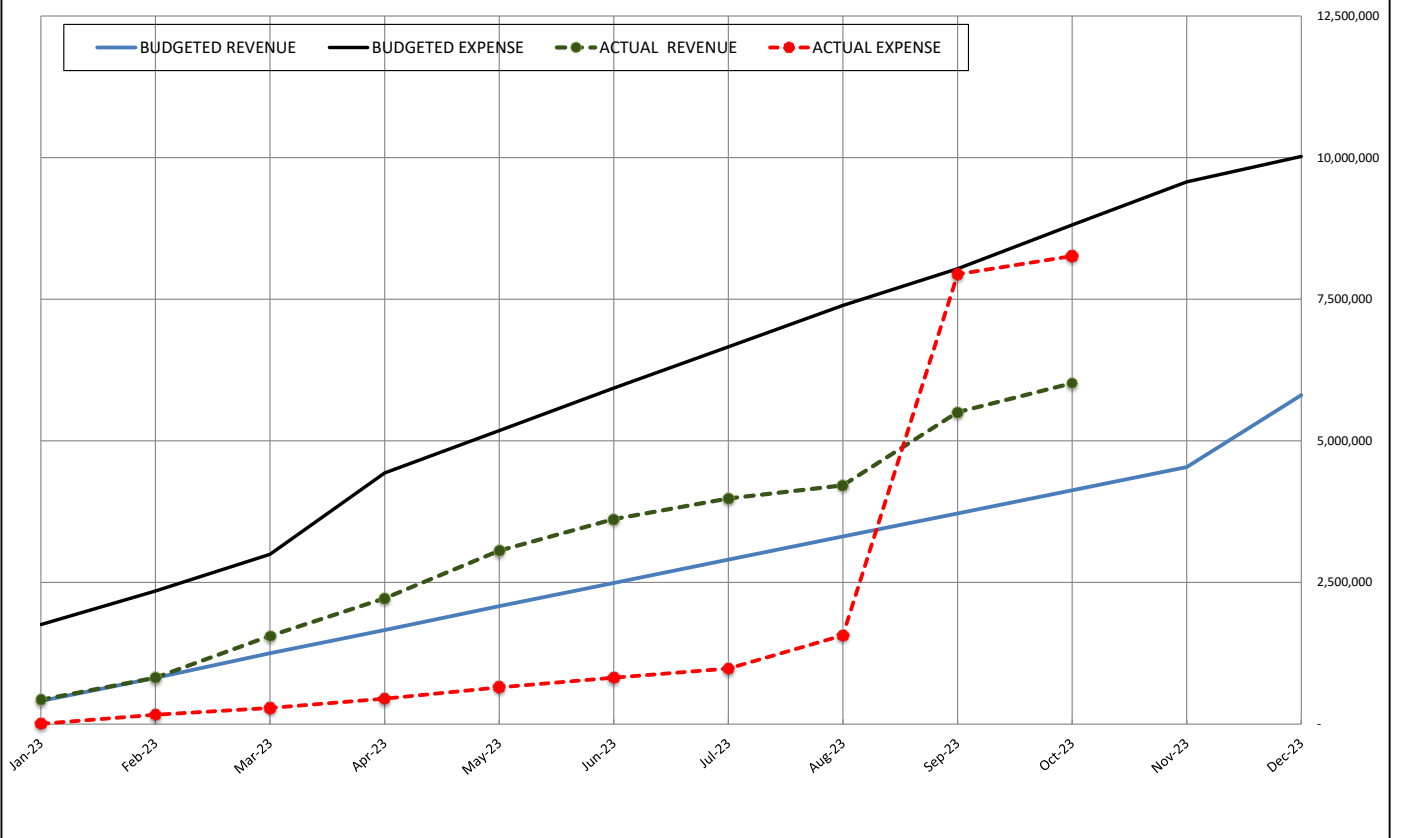
CHANGE IN WORKING CAPITAL:

Year-To-Date Change in Working Capital				
	Actual	Budget	Budget/Actual Comparison	Approved Budget
Operating Gain (Loss)	67,420	1,646,902	(1,579,482)	63,890
Non-Operating Gain (Loss)	(2,244,158)	(4,684,249)	2,440,091	(4,213,519)
Total Gain (Loss)	\$ (2,176,738)	\$ (3,037,347)	\$ 860,609	\$ (4,149,629)

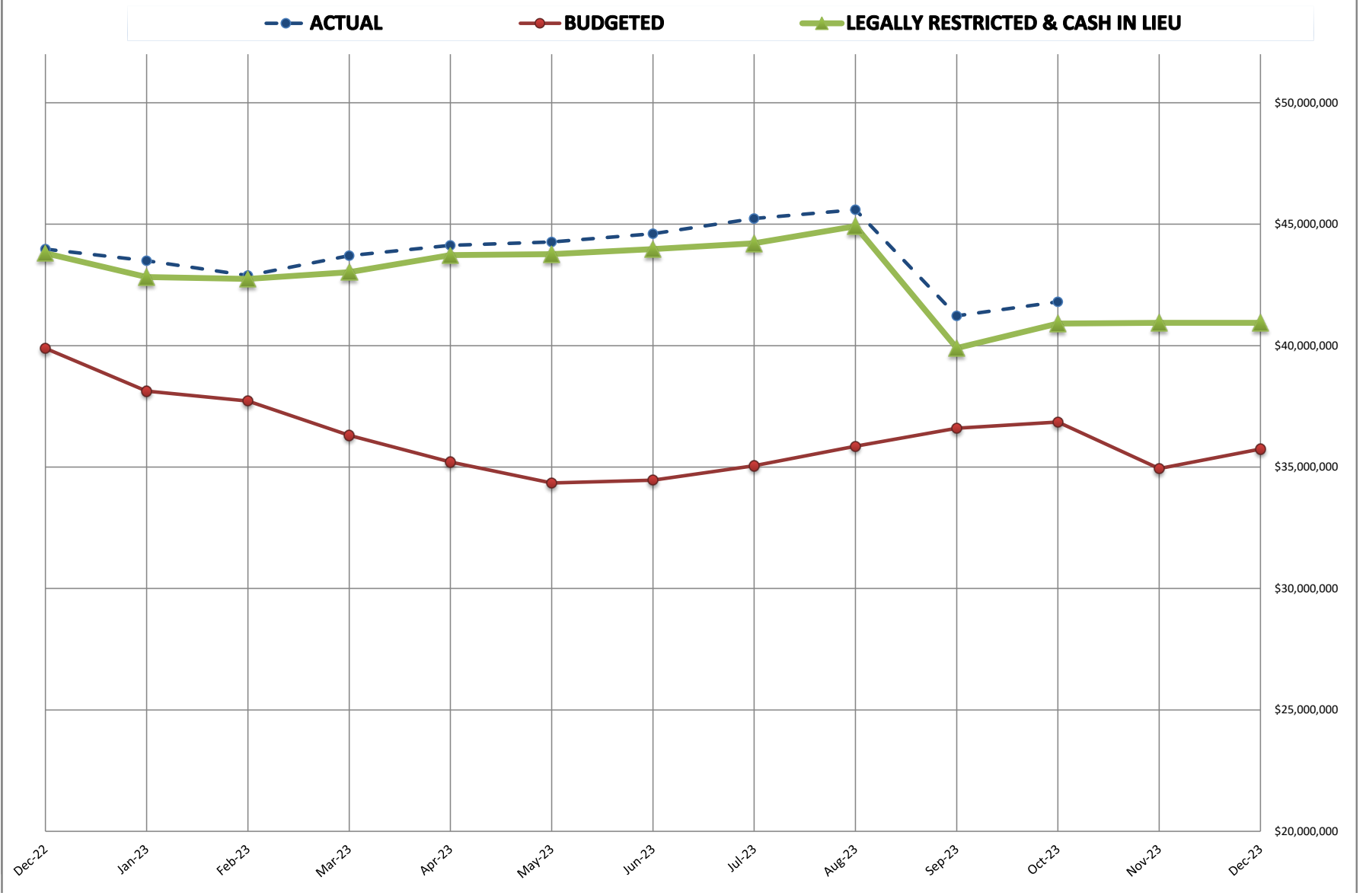
2023 OPERATING REVENUE & EXPENSE CUMULATIVE



2023 NON OPERATING REVENUE & EXPENSE CUMULATIVE



LITTLE THOMPSON WATER DISTRICT 2023 WORKING CAPITAL GRAPHICAL COMPARISON



LITTLE THOMPSON WATER DISTRICT

BALANCE SHEET

October 31, 2023

	Prior Month	YTD 2023	Actual 2022
CURRENT ASSETS			
Board Designated Reserves	\$ 21,939,245	\$ 21,939,245	\$ 22,177,537
Cash on Hand	\$ 17,959,449	\$ 18,970,241	\$ 19,973,468
Cash In Lieu	\$ -	\$ -	\$ 1,656,260
Total Cash & Cash Equivalents	\$ 39,898,694	\$ 40,909,486	\$ 43,807,265
ACCOUNTS RECEIVABLE			
A/R - Water Revenue	\$ 1,415,912	\$ 1,145,172	\$ 692,696
A/R - Misc Revenue	\$ 559,983	\$ 494,105	\$ 152,156
Accrued Int Receivable	\$ (985)	\$ 20,898	\$ 14,205
Projects Passthrough Projects	\$ (28,169)	\$ 55,614	\$ 68,893
Total Accounts Receivable	\$ 1,946,740	\$ 1,715,789	\$ 927,949
OTHER ASSETS			
Inventory	\$ 471,478	\$ 452,492	\$ 469,674
Prepaid Expenses	\$ 25,656	\$ 25,656	\$ 25,656
Total Other Assets	\$ 497,134	\$ 478,148	\$ 495,330
CAPITAL ASSETS			
Updated at year end during Audit			
Filter Plant - Joint Venture	\$ 2,734,755	\$ 2,734,755	\$ 2,734,755
Dry Creek Reservoir Dam	\$ 7,442,974	\$ 7,442,974	\$ 7,442,974
Land - Dry Creek Reservoir	\$ 6,508,922	\$ 6,508,922	\$ 6,508,922
Distribution System	\$ 81,958,709	\$ 81,958,709	\$ 81,958,709
Land & Easements	\$ 2,931,355	\$ 2,931,355	\$ 2,931,355
CLFP - Depreciable Asset	\$ 11,197,297	\$ 11,197,297	\$ 11,197,297
Vehicles, Field & Office Equipment	\$ 3,240,384	\$ 3,240,384	\$ 3,240,384
Construction in Progress	\$ 12,513,870	\$ 12,513,870	\$ 12,513,870
Accumulated Depreciation	\$ (42,450,689)	\$ (42,450,689)	\$ (42,450,689)
Water Rights	\$ 108,692,679	\$ 108,692,679	\$ 108,692,679
Total Capital Assets	\$ 194,770,255	\$ 194,770,255	\$ 194,770,255
Total Assets	\$ 237,112,823	\$ 237,873,678	\$ 240,000,799
CURRENT LIABILITIES			
A/P - Supplies	\$ 1,202,625	\$ 1,388,085	\$ 1,334,758
Wages Payable	\$ 529,831	\$ 530,886	\$ 534,594
Bond/Loan Interest Payable	\$ 166,813	\$ 166,813	\$ 166,813
Current Portion Long Term Debt	\$ 0	\$ 0	\$ 0
Total Current Liabilities	\$ 1,899,268	\$ 2,085,783	\$ 2,036,165
LONG TERM LIABILITIES			
Bonds & Notes Payable	\$ 27,894,778	\$ 27,894,778	\$ 27,894,778
Unamortized Premiums - Discounts	\$ 4,201,274	\$ 4,201,274	\$ 4,201,274
Total Long Term Liabilities	\$ 32,096,051	\$ 32,096,051	\$ 32,096,051
Total Liabilities	\$ 33,995,320	\$ 34,181,834	\$ 34,132,216
NET ASSETS			
NET ASSETS	\$ 205,868,582	\$ 205,868,582	\$ 205,116,271
Net Revenue Over Expenses	\$ (2,751,078)	\$ (2,176,738)	\$ 752,311
Total Equity	\$ 203,117,504	\$ 203,691,844	\$ 205,868,582
TOTAL LIABILITIES AND EQUITY	\$ 237,112,823	\$ 237,873,678	\$ 240,000,799

**LITTLE THOMPSON WATER DISTRICT
INCOME AND EXPENSE SUMMARY**

FOR MONTH ENDING OCTOBER 31, 2023

	Current Month Actual	Current Month Budget	Month Comp Bud/Act	2023 YTD Actual	2023 YTD Budget	YTD Comp Bud/Act	2023 Adopted Budget
OPERATING REVENUE							
Water Revenue Base Fee	324,136	321,386	2,750	3,187,207	3,170,031	17,176	3,813,445
Water Revenue Tier I	220,517	155,143	65,374	1,742,579	1,359,060	383,519	1,574,885
Water Revenue Tier II	259,624	337,365	(77,741)	1,631,213	2,303,293	(672,080)	2,503,350
Water Revenue Tier III	111,934	199,551	(87,617)	779,898	1,448,176	(668,278)	1,526,805
Water Revenue Tier IV	90,429	175,000	(84,571)	871,914	1,662,803	(790,889)	1,829,183
Water Revenue Tier V	40,933	115,000	(74,067)	319,516	1,172,947	(853,431)	1,237,475
Water Surcharge	29,888	6,000	23,888	53,845	39,000	14,845	42,000
Water Revenue Wholesale	25,314	29,000	(3,686)	229,002	287,000	(57,998)	342,000
Water Revenue Rental	120	-	120	45,163	40,000	5,163	40,000
Bulk Water Revenue	17,258	12,000	5,258	213,814	190,000	23,814	212,000
Other Revenue	6,480	3,850	2,630	55,907	56,155	(248)	61,160
Windy Gap Firming Passthrough	-	-	-	1,256,333	1,256,333	0	1,256,333
Total Operating Revenue	1,126,633	1,354,295	(227,662)	10,386,390	12,984,798	(2,598,408)	14,438,636
OPERATING EXPENSES							
Water Treatment	151,043	177,905	(26,862)	1,552,101	1,724,466	(172,365)	2,017,931
System Maintenance	168,352	82,100	86,252	1,119,869	900,500	219,369	1,059,700
Administration and General	77,286	62,541	14,745	855,933	916,090	(60,157)	1,040,262
Engineering	11,873	7,645	4,228	80,227	364,240	(284,013)	365,560
Assessments	974	1,000	(26)	2,288,915	2,460,500	(171,585)	2,462,500
Joint Operations	3,477	18,370	(14,893)	53,736	252,525	(198,789)	289,265
St Vrain Authority Operations	-	-	-	51,473	75,000	(23,527)	75,000
Wages & Benefits	330,476	385,286	(54,810)	3,629,744	3,957,600	(327,856)	4,727,472
Bond & Loan Payments	-	-	-	686,974	686,975	(1)	2,337,056
Total Operating Expenses	743,481	734,847	8,634	10,318,970	11,337,896	(1,018,926)	14,374,746
Operating Gain(Loss)	383,152	619,448	(236,296)	67,420	1,646,902	(1,579,482)	63,890
NON OPERATING REVENUE							
Plant Investment Fees	258,300	211,758	46,542	2,486,265	2,117,580	368,685	2,541,096
Cash in Lieu of Water Rights	91,000	132,708	(41,708)	558,800	1,327,080	(768,280)	1,592,496
NonRes Cash in Lieu of Water	-	-	-	1,277,900	-	1,277,900	-
Water Resource Fee	24,000	18,750	5,250	229,500	187,500	42,000	225,000
Tap Installation Revenue	16,800	22,458	(5,658)	171,100	224,580	(53,480)	269,496
Interest Income	32,271	15,000	17,271	844,345	150,000	694,345	180,000
Capital Investment/Impact Fee	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Passthrough Revenue	29,590	-	29,590	59,491	25,575	33,916	887,875
Gain (Loss) Sale of Asset	-	-	-	-	-	-	-
Contrib Water Court	-	-	-	-	-	-	-
Other Fees	59,082	8,000	51,082	385,718	81,250	304,468	96,250
Native Water Dedication Fee	-	-	-	4,500	15,000	(10,500)	15,000
Windy Gap Firming Project	-	-	-	-	-	-	-
Windy Gap Firming Assessments	-	-	-	-	-	-	-
Total Non Operating Revenue	511,043	408,674	102,369	6,017,618	4,128,565	1,889,053	5,807,213
NON OPERATING EXPENSES							
Capital Improvements - District	296,896	675,209	(378,313)	1,404,976	5,323,889	(3,918,913)	6,331,807
Vehicles & Equipments Costs	3,021	-	3,021	154,080	118,300	35,780	118,300
Water Right Purchases	-	-	-	6,170,000	800,000	5,370,000	800,000
Water Rights - Windy Gap	-	-	-	-	-	-	-
Water Rights Adjudication	8,603	100,000	(91,397)	102,432	1,720,000	(1,617,568)	1,920,000
St Vrain Authority Treatment	-	-	-	-	-	-	-
Total Capital Costs - District	308,521	775,209	(466,688)	7,831,488	7,962,189	(130,701)	9,170,107
Capital Improvements - Joint	11,334	-	11,334	430,288	850,625	(420,337)	850,625
Total Non Operating Expenses	319,855	775,209	(455,354)	8,261,777	8,812,814	(551,038)	10,020,732
Non Operating Gain(Loss)	191,188	(366,535)	557,723	(2,244,158)	(4,684,249)	2,440,091	(4,213,519)
Net Revenue Over Expenses	574,340	252,913	321,427	(2,176,738)	(3,037,347)	860,609	(4,149,629)

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 5.5

Staff: Angela Diekhoff, Business Manager and Judy O'Malley, Administrative Assistant

Subject: 2024 Board Meeting Schedule

Staff Recommendation: For Approval

Discussion:

Attached is the proposed 2024 Board Meeting Schedule. Should either Carter Lake Filter Plant board or St. Vrain Water Authority board meetings change dates we will update the calendar appropriately; however, the LTWD board should review the proposed board meeting dates for approval. The proposed 2024 LTWD board meeting dates are listed below and shown on the attached calendar. All LTWD board meetings are to be held at the LTWD office located at 835 E. State Highway 56, Berthoud, Colorado at 5:00 PM (MST).

- January 18
- February 15
- March 21
- April 18
- May 16
- June 20
- July 18
- August 15
- September 19
- October 17
- November 21
- December 12

Also note, on the Calendar are the dates for Special District Association's annual conference (September 10-12).

PROPOSED MEETING DATES AND DISTRICT HOLIDAYS

Bellow are the proposed Regular Meeting dates of the Board of Directors of Little Thompson Water District for the year 2024. Meetings to be held at the office of Little Thompson Water District 835 E Hwy 56, Berthoud, CO on Thursdays of each month.

January 18, 2024, at 5:00 p.m.
February 15, 2024, at 5:00 p.m.
March 21, 2024, at 5:00 p.m.
April 18, 2024, at 5:00 p.m.
May 16, 2024, at 5:00 p.m.
June 20, 2024, at 5:00 p.m.
July 18, 2024, at 5:00 p.m.
August 15, 2024, at 5:00 p.m.
September 19, 2024, at 5:00 p.m.
October 17, 2024, at 5:00 p.m.
November 21, 2024, at 5:00 p.m.
December 12, 2024, at 5:00 p.m.

Following are the proposed Holidays for the Little Thompson Water District

January 1, 2024 – New Year’s Day
February 19, 2024 – Presidents’ Day
May 27, 2024 – Memorial Day
July 4, 2024 – Independence Day
September 2, 2024 – Labor Day
November 11, 2024 – Veterans’ Day
November 28 and 29, 2024 – Thanksgiving and the day after
December 24 and 25, 2024 – Christmas Eve and Christmas

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 5.6

Staff: Amber Kauffman, District Manager

Subject: 2023 Griep Farm Lease Renewal

Staff Recommendation: Staff recommends the Board authorize the District Manager to execute the Griep Farm Lease for 2024.

Discussion:

As a part of a water acquisition deal, the District purchased a farm near Weld County Roads 3 and 48. After removing the Colorado-Big Thompson water, much of the farm was then subsequently sold without water rights. The District retains ownership of approximately 60 acres, with a few shares of native ditch water still attached. In the meantime, the District leases the land for farming.

The current tenant is Mr. Matt Kiehn. Mr. Kiehn's family has been farming the Griep Farm for many years. The preference would be to continue to lease the farm to the Kiehn family. The lease rate for 2023 was \$100 per farmable acre. There are 55 farmable acres resulting in revenue to the District of \$5,500. The terms of the recommended lease are the same as last year.

There have been no negative impacts to the District resulting from the lease of this land in the past and none are anticipated in 2024.

FARM LEASE

THIS FARM LEASE, made and entered into this _____ day of _____, 2023, by and between LITTLE THOMPSON WATER DISTRICT, of 835 East Highway 56, Berthoud, Colorado 80513, hereinafter referred to as Landlord, and Matt Kiehn, of 19158 Weld County_Road 1, Berthoud, Colorado 80513, hereinafter referred to as Tenant, is upon the following terms and conditions, to-wit:

1. In Consideration of the mutual agreements as hereinafter set forth, Landlord hereby leases to Tenant the property described on Exhibit "A" attached hereto and by this reference made a part hereof containing 55 acres more or less, together with all improvements located thereon in their present condition located in the County of Weld and State of Colorado.

2. This Lease shall commence at Midnight the date of execution of this lease, and shall terminate on Midnight December 31, 2024, without further notice.

3. Tenant agrees to pay to Landlord \$2,750.00 on or before March 15, 2024, and \$2,750.00 on or before December 15, 2024, for a total rent of \$5,500.00.

4. Except when mutually agreed otherwise, the land use and cropping plan shall be as shown in the following table:

<u>USE OF LAND</u>	<u>ACRES</u>	<u>FIELDS</u>
Not Applicable	55	Not Applicable

Tenant agrees to furnish and provide adequate farming equipment, tools, and labor to farm the above-described property in a good workmanlike manner. Tenant agrees to control noxious weeds growing or accumulating on the premises. Tenant hereby agrees that he will properly and in due season irrigate all ground necessary to prepare the same for the kind and type of crop to be grown, also irrigate all growing crops to the full extent of which his water supply shall permit and as often as required to secure the very best results; shall in due and proper season perform all work required and essential in a good, first-class and workmanlike manner, such as will be conducive to the very best results to be had and obtained by a first-class system of farming. Tenant agrees to clean out and maintain all laterals ditches leading from the main canal to and upon the premises and all sub-laterals, and joint with others jointly using the same to the full extent of his proportionate share of such work; shall construct all distributing ditches; shall not hold Landlord responsible for any shortage or an excess of water for irrigation purposes; shall cultivate all irrigated land leased, and in preparation of the ground for crops shall plow and level down all distributing ditches and make new ones in lieu thereof (except the laterals used by others are for their use and shall not be interfered with). Tenant promises and agrees to preserve and protect all flumes, siphons, checks, dividing boxes, and underground tile or drainage systems, if any, on said premises; and from time to time and as often as conditions may require, to clean out the same in order that water may flow uninterruptedly. Landlord agrees to pay all irrigation water assessments for seven (7) shares of Consolidated Home Supply Ditch and Reservoir Company Stock and a one-third (1/3) share of Big Thompson Ditch and

Manufacturing Company stock currently associated with the farm and this lease. Tenant agrees to rent all necessary additional water and to pay all costs of such additional water.

5. All buildings, improvements and other grain storing facilities, if any, may be used for crops grown under the terms of this Lease. Tenant shall be responsible for the improvements to the premises, and any expenses of maintenance or upkeep shall be borne by Tenant. The Tenant will maintain the farm during the tenancy in as good condition as at the beginning, normal wear and depreciation and damage from causes beyond the Tenant's control excepted. The tenant will not, without oral consent of the Landlord, (a) plow permanent pasture or meadowland, (b) cut live trees for sale or personal uses, but will take for fuel or use on the farm only death or unmarketable timber designated by the Landlord, (c) allow livestock other than the Tenant's own on stalk fields or stubble fields, (d) burn or remove corncobs, straw, or other crop residues grown on the farm, (e) pasture new seedings of legumes or grasses in the year they are seeded, and (f) plant legumes on land not known to be thoroughly inoculated without first inoculating the seed. The Tenant will prevent tramping of fields by stock and rooting by hogs when injury to the farm will be done. The Tenant will not commit waste on, or damage to, the farm and will use due care to prevent others from so doing. The tenant will not, without written consent of the Landlord, house automobiles, motortrucks, or tractors in barns, or otherwise violate restrictions in the Landlord's insurance policy which restrictions the Landlord shall make known to the Tenant. The Landlord will replace or repair as promptly as possible the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the Tenant or make rental adjustments in lieu of replacements. The Tenant will control soil erosion as completely as practicable by stripcropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form. The Tenant will keep in good repair all terraces, open ditches, and inlets and outlets of the drains, preserve all established watercourses or ditches including grass waterways when seed and fertilizer are furnished by the Landlord, and refrain from any operation or practice that will injure them.

6. Tenant shall not sublease this property without the prior written consent of Landlord.

7. The Landlord reserves the right to enter the farm at any reasonable time for purposes (a) of consultation with the Tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the Tenant in carrying out regular farm operations. This right is also reserved to the Landlord's agents, employees, and assigns. In the event that any drilling, boring, research or other activities are conducting pursuant to any oil, gas, mineral or other lease arrangement, then Tenant shall not be compensated by Landlord for its actual damages incurred by such activities by the Tenant under any mineral lease. Tenant may be so compensated by the mineral owner, or the owner's lessee.

8. In the event either of the parties fail to make any of the payments or perform any of the terms or conditions or covenants herein provided, the non-defaulting party may, at its election, upon giving 60 days' notice of the default under the terms of this Lease describing the matters in which the defaulting party is in default, at the option of

the non-defaulting party, the non-defaulting party may (1) elect to specifically enforce this Lease in law or in equity, or (2) elect to declare this Lease terminated and forfeited. Should the defaulting party within such 60-day period make such payment or payments, or perform such covenant or covenants in which it may be in default; then this Lease is to be reinstated as though no breach hereof had occurred. Provided that if Tenant fails to pay any amount due to Landlord under the terms of this Lease, Landlord may give three days' notice to pay or quit the premises; and if the amount due is not paid within such three-day period, it shall be lawful for Landlord, at its election, to declare Tenant's right of possession ended without terminating the remaining obligations of Tenant under the Lease.

9. In the event either of the respective parties hereto shall default in any of their covenants or obligations herein provided so as to require the party not in default to commence legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of said litigation, including a reasonable sum for attorney's fees. It is expressly understood and agreed by and between the parties hereto that this Lease shall be governed by and its terms construed under the laws of the State of Colorado. Any notice under this Lease may be given to the parties at their addresses hereinabove given, except that Tenant's address may be the address of any successor personal representative or successor in interest, which address shall be substituted for all purposes hereunder. Such change of address of Landlord shall be given to Tenant in writing prior to its effectiveness. All notices may be served as provided by law or may be personally delivered or sent by registered or certified mail. Words of the masculine gender shall also include the feminine and neuter genders and when the sentence so indicates, words of the neutered gender shall refer to any gender; words in the singular shall include the plural and vice versa. This Lease shall be construed according to its fair meaning and as if prepared by both parties hereto and shall be deemed to be and contain the entire understanding and agreement between the parties. There should be deemed to be no other terms, conditions, promises, understandings, statements, or representatives, express or implied, concerning this Lease unless set forth in writing and signed by both parties.

10. This Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Landlord warrants that it has full right and authority to execute this Lease and warrants the title to the demised property. When the Tenant leaves the farm, the Tenant will pay the Landlord reasonable compensation for any damages to the farm for which the tenant is responsible, except ordinary wear and depreciation and damages beyond the Tenant's control. The Tenant agrees to surrender possession and occupancy of the premises peaceably at the terminations of the Lease. This Lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Lease. Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party. Failure of Landlord to insist in any one instance, or more, on the performance of any of the terms, conditions, or covenants of this Lease, or on the exercise of any privileges herein contained, shall not be

construed as thereafter waiving any such or any other covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

11. The additional terms and conditions of this Lease are contained within one or more Addendums to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

**LANDLORD:
LITTLE THOMPSON WATER DISTRICT**

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Farm Lease was subscribed to before me by Amber Kauffman, District Manager of Little Thompson Water District, as Landlord, on this _____ day of _____, 2023.

Notary Public

TENANT:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Farm Lease was subscribed to before me by Matt Kiehn, as Tenant, on this ____ day of _____, 2023.

Notary Public

EXHIBIT "A"

The South Half of the Southeast Quarter of Section 5, Township 4 North, Range 68 West of the 6th P.M,

AND a tract of land in the Southwest Quarter of Section 5, Township 4 North, Range 68 West of the 6th P.M., described as follows: Beginning at the Southeast Corner of the Southwest Quarter of said Section 5,

thence West 50 rods,

thence North 80 rods,

thence East 50 Rods,

thence South 80 roads to the place of beginning,

EXCEPT a tract of land in said Section 5 as conveyed by Deed recorded in Book 76 at Page 501, Weld County records, AND EXCEPT Right of way as conveyed by Deed recorded in Book 76 at Page 394, Weld County records,

COUNTY OF WELD, STATE OF COLORADO.

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.1 Amended Budget Review

Staff: Angela Diekhoff, Business Manager

Subject: 2023 Amended Budget Review

Staff Recommendation:

Motion to approve Resolution No 2023-30 to Adopt the 2023 Amended Budget and Appropriate Funds for the 2023 Amended Budget

Discussion:

LTWD is required to submit a 2023 Amended Budget to the Department of Local Affairs (DOLA) since our projected expenses will exceed the budgeted amount that was presented to and approved by the board in November of 2022. The additional expenses occurred in our capital expenditures, of which is largely due to the water purchases of the eleven shares of Consolidated Home Supply Ditch and Reservoir Company (\$6,270,000) and one unit of Windy Gap (\$4,500,000). Capital expenses for 2023 were expected to be \$10,020,736, and currently with the water purchases of we are expecting to spend \$18,013,034.

We are forecasting operating expenses to be \$13,620,189 which is less than the original budgeted amount of \$14,374,736.

See attached the Budget Summary and Budget Detail:

2023 Amended Budget- Summary

	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Working Capital				
BEGINNING of Year	\$ 43,704,103	\$ 44,856,724	\$ 45,548,269	\$ 45,548,269
Operating Revenue				
Water Revenue	10,580,769	11,195,059	12,909,140	9,651,071
Other Revenue	217,627	1,420,638	1,529,493	1,541,242
Total Operating Revenue	\$ 10,798,396	\$ 12,615,697	\$ 14,438,633	\$ 11,192,313
Operating Expenses				
CLFP Expenses	1,244,973	1,475,487	2,017,931	1,859,000
St. Vrain Authority	1,909	10,016	75,000	75,000
Distribution Expenses	1,098,631	931,059	1,059,700	1,237,359
General & Admin Expenses	709,607	827,661	1,040,262	1,043,439
Engineering Expenses	74,842	79,511	365,560	139,278
Water Assessments	841,893	1,958,105	2,462,500	2,290,690
Dry Creek & Joint Operations	21,700	26,276	289,265	124,836
Employee Costs	3,793,619	4,129,623	4,727,463	4,513,532
Debt Service (Int + Principal)	2,339,239	2,337,305	2,337,055	2,337,055
Total Operating Expenses	\$ 10,126,413	\$ 11,775,043	\$ 14,374,736	\$ 13,620,189
Operating Gain(Loss)	\$ 671,983	\$ 840,654	\$ 63,897	\$ (2,427,876)
Non Operating Revenue				
Plant Investment Fees	4,364,900	3,320,700	2,541,096	2,541,096
Cash In Lieu of Water Rights	2,134,600	1,562,360	1,592,496	558,800
Non Res Cash in Lieu of Water Rights	700,000	-	-	1,277,900
Tap Installation Revenue	312,995	238,030	269,496	188,600
Water Resource Fee	-	304,500	225,000	229,500
Capital Investment Fees	36,241	-	-	-
Native Water Dedication Fee	97,274	-	15,000	4,500
Interest on Investments	91,593	289,827	180,000	957,512
Other Fees	141,625	123,400	3,500	250,610
Miscellaneous Revenue	42,839	88,391	92,750	92,750
Contribution Water Court	-	-	-	-
Gain(Loss) Sale of an Asset	12,594	13,620	-	-
Windy Gap Firming	377,233	-	-	-
Passthrough Revenue	-	-	887,875	1,022,901
Flood Related Assistance	68,091	-	-	-
2020 Bond Proceeds	-	-	-	-
Total Non Operating Revenue	\$ 8,379,985	\$ 5,940,828	\$ 5,807,213	\$ 7,124,169
Non Operating Expenses				
Capital Projects - District	462,467	1,862,891	3,516,500	2,435,517
Bonded Capital Projects - District	2,575,031	1,629,235	2,815,311	2,799,788
Vehicles/Equipment	136,642	103,800	118,300	234,073
Plant & Equipment - Joint	2,101,739	610,734	850,625	1,153,122
St. Vrain Authority Treatment Plant	287,361	-	-	-
Water Right Purchases	1,910,000	1,590,000	800,000	10,940,533
Water Rights Adjudication	167,556	264,879	800,000	150,000
RFO Infrastructure Construction	-	28,398	1,000,000	150,000
H2 Infrastructure Construction (Handy/CHS)	-	-	-	150,000
2nd Use Infrastructure Study	-	-	120,000	-
Windy Gap Firming	377,233	-	-	-
Total Non Operating Expenses	\$ 8,018,028	\$ 6,089,937	\$ 10,020,736	\$ 18,013,034
Non Operating Net Gain(Loss)	\$ 361,956	\$ (149,108)	\$ (4,213,523)	\$ (10,888,865)
Net Gain(Loss)	\$ 1,033,940	\$ 691,545	\$ (4,149,626)	\$ (13,316,741)
Working Capital				
END of Year	\$ 44,856,724	\$ 45,548,269	\$ 41,398,643	\$ 32,231,528

2023 Amended Budget Detail

OPERATING REVENUE	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Base Fee	\$ 3,229,227	\$ 3,578,578	\$ 3,813,445	\$ 3,835,342
Water Revenue - Tiers Total	6,497,065	7,026,988	8,671,695	\$ 5,460,072
Water Revenue - Tier I	1,508,770	1,530,995	1,574,886	1,749,724
Water Revenue - Tier II	1,886,238	2,229,341	2,503,350	1,490,000
Water Revenue - Tier III	1,226,360	1,293,063	1,526,803	841,232
Water Revenue - Tier IV	1,150,132	1,276,169	1,829,182	1,015,012
Water Revenue - Tier V	725,564	697,419	1,237,474	364,104
Water Allotment	94,037	135,032	42,000	83,954
Wholesale Water	416,623	226,658	342,000	229,060
Water Rental Revenue	44,218	47,129	40,000	42,643
Other Revenue	79,373	83,477	61,160	62,902
Bulk Water	437,854	362,835	212,000	222,006
Windy Gap	-	1,155,000	1,256,333	1,256,333
Total Revenue	\$ 10,798,396	\$ 12,615,697	\$ 14,438,633	\$ 11,192,313
OPERATING EXPENSES				
Carter Lake Filter Plant Ops	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Filter Plant Operating Expense	\$ 1,244,973	\$ 1,475,487	\$ 2,017,931	\$ 1,859,000
Total Carter Lake Filter Plant Ops	\$ 1,244,973	\$ 1,475,487	\$ 2,017,931	\$ 1,859,000
St. Vrain Authority	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
St. Vrain Authority Expense	\$ 1,909	\$ 10,016	\$ 75,000	\$ 75,000
Total St Vrain Authority	\$ 1,909	\$ 10,016	\$ 75,000	\$ 75,000
Distribution Expenses	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
O & M - Miscellaneous	\$ 28,786	\$ 31,594	\$ 37,800	\$ 35,145
Meter Mtn & Repairs	283,783	100,531	77,000	118,943
Tap Relocations/Small Line Abandonment	-	970	75,000	4,000
System Maintenance & Repairs	433,578	379,588	414,200	603,086
Facility Maintenance & Repairs	147,099	168,333	153,600	190,265
Vehicle Expense	121,795	162,260	162,500	177,461
Fire Systems(Hydrants)Exp	12,893	13,806	15,400	25,344
Cathodic Protection	195	525	1,000	500
Cross Connection/Backflow	160	1,083	1,500	2,045
Water Quality Monitoring	15,633	18,017	31,700	25,983
Lead Service Inventory	-	-	30,000	-
Operations Utilities Expense	54,711	54,354	60,000	54,587
Total Distribution Expenses	\$ 1,098,631	\$ 931,059	\$ 1,059,700	\$ 1,237,359

2023 Amended Budget Detail-Continued

General & Admin Expenses	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Office Supplies & Expense	\$ 61,375	\$ 71,978	\$ 43,600	\$ 43,600
Communication Expense	65,899	23,350	77,500	75,255
Memberships & Subscriptions	13,135	28,683	20,980	26,828
Computer Expense	122,512	176,689	191,700	231,070
Service Contracts	127,319	141,540	185,162	207,715
Education & Training	28,947	37,310	66,400	48,590
Elections/Hearing/Public Notices	10,317	8,467	17,000	8,264
Uniforms	16,600	16,642	23,100	22,586
Building & Grounds	62,683	108,078	99,900	58,990
Professional Fees (Legal & Audit)	35,814	55,781	74,000	77,500
Inclusions & Public Relations	25,989	20,771	80,600	80,600
Insurance Expense	120,165	112,797	134,420	137,193
Safety Expense	16,114	22,753	23,100	22,349
Farm Expense	2,740	2,820	2,800	2,900
Total G & A Expenses	\$ 709,607	\$ 827,661	\$ 1,040,262	\$ 1,043,439
Engineering Expenses	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Engineering Consulting	\$ 40,904	\$ 28,876	\$ 200,000	\$ 55,000
Water Rights Consulting	-	\$ 3,520	\$ 70,000	\$ 3,834
Engineering Dept Exp	6,396	4,568	8,000	\$ 25,340
Soil Amendments	6,504	6,211	10,000	\$ 5,979
Landscaping Incentives	2,112	12,503	14,875	\$ 4,125
Water Conservation	18,927	23,833	62,685	\$ 45,000
Total Engineering Expenses	\$ 74,842	\$ 79,511	\$ 365,560	\$ 139,278
Water Assessments /Rentals	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Water Assessments	\$ 775,253	\$ 745,552	\$ 1,091,143	\$ 987,397
SWSP Operating Cost	60,179	42,947	103,024	34,987
Purchased Water	-	14,606	12,000	11,973
Windy Gap Firing Project Pooled Financed	6,461	1,155,000	1,256,333	1,256,333
Total Water Assessments	\$ 841,893	\$ 1,958,105	\$ 2,462,500	\$ 2,290,690
Dry Creek & Joint Operations	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Dry Creek/Joint Operating Expense	\$ 21,700	\$ 26,276	\$ 289,265	\$ 124,836
Total CLFP & Joint Facilities	\$ 21,700	\$ 26,276	\$ 289,265	\$ 124,836
Employee Costs	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Distribution Employee Costs	\$ 1,700,906	\$ 1,871,313	\$ 1,974,612	\$ 2,183,502
Administration Employee Costs	905,959	955,241	1,147,914	1,028,010
Engineering Employee Costs	1,177,820	1,294,457	1,588,531	1,295,561
Board of Directors Costs	8,935	8,612	16,406	6,459
Total Employee Costs	\$ 3,793,619	\$ 4,129,623	\$ 4,727,463	\$ 4,513,532

2023 Amended Budget Detail-Continued

Debt Service	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Bonds/Loans Principal	\$ 1,126,565	\$ 1,281,619	\$ 1,322,142	\$ 1,321,126
Bonds/Loans Interest	1,212,674	1,055,686	1,014,913	\$ 1,015,929
Total Debt Service	\$ 2,339,239	\$ 2,337,305	\$ 2,337,055	\$ 2,337,055
<hr/>				
Total Operating Expenses	\$ 10,126,413	\$ 11,775,043	\$ 14,374,736	\$ 13,620,189
Operating Gain/Loss	\$ 671,983	\$ 840,654	\$ 63,897	\$ (2,427,876)
<hr/>				
NON OPERATING REVENUE	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Plant Investment Fees	\$ 4,364,900	\$ 3,320,700	\$ 2,541,096	\$ 2,541,096
Cash in Lieu of Water Rights	2,134,600	1,562,360	1,592,496	558,800
Non Res Cash in Lieu of Water Rights	700,000	-	-	1,277,900
Tap Installation Revenue	312,995	238,030	269,496	188,600
Water Resource Fee	-	304,500	225,000	229,500
Capital Investments Fees	36,241	-	-	-
Native Water Dedication Fee	97,274	-	15,000	4,500
Interest on Investments	91,593	289,827	180,000	957,512
Other Fees	141,625	123,400	3,500	250,610
Miscellaneous Revenue	42,839	88,391	92,750	92,750
Gain(Loss) Sale of an Asset	12,594	13,620	-	-
Windy Gap Firing	377,233	-	-	-
Flood Related Assistance	68,091	-	-	-
Passthrough Revenue	-	-	887,875	1,022,901
2020 Bond Proceeds	-	-	-	-
Total Non Operating Revenue	\$ 8,379,985	\$ 5,940,828	\$ 5,807,213	\$ 7,124,169
<hr/>				
Non Operating & Capital Costs	2021 Audited Actual	2022 Audited Actual	2023 Approved Budget	2023 Amended Budget
Capital Projects - District	\$ 462,467	\$ 1,862,891	\$ 3,516,500	\$ 2,435,517
Capital Projects - District-Bond	2,575,031	1,629,235	2,815,311	2,799,788
Vehicles & Equipment	136,642	103,800	118,300	234,073
Capital Projects & Equipment - Joint	2,101,739	610,734	850,625	1,153,122
St.Vrain Authority Treatment Plant	287,361	-	-	-
Water Right Purchases	1,910,000	1,590,000	800,000	10,940,533
Water Rights Adjudication	167,556	264,879	800,000	150,000
RFO Infrastructure Construction	-	28,398	1,000,000	150,000
H2 Infrastructure Construction (Handy/CHS)	-	-	-	150,000
2nd Use Infrastructure Study	-	-	120,000	-
Windy Gap Firing	377,233	-	-	-
Total Non Operating Expenses	\$ 8,018,028	\$ 6,089,937	\$ 10,020,736	\$ 18,013,034
Non Operating Gain(Loss)	\$ 361,956	\$ (149,108)	\$ (4,213,523)	\$ (10,888,865)
Net Gain(Loss)	\$ 1,033,940	\$ 691,546	\$ (4,149,626)	\$ (13,316,741)

**LITTLE THOMPSON WATER DISTRICT
LARIMER, WELD & BOULDER COUNTIES, COLORADO
RESOLUTION NO. 2023-30 TO
AMEND THE 2023 BUDGET
(Pursuant to §29-1-108, C.R.S.)**

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE **LITTLE THOMPSON WATER DISTRICT** FOR THE 2023 BUDGET YEAR.

WHEREAS, the necessity has arisen for expenditure of additional funds within the General Fund in excess of those appropriated for the fiscal year 2023, and;

WHEREAS, funds are available for such expenditures from revenue which was not appropriated at the time the 2023 budget was adopted.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the LITTLE THOMPSON WATER DISTRICT shall, and hereby does, amend the budget for the fiscal year 2023 as follows:

Section 1. That 2023 budgeted Revenue is decreased by \$1,929,364, from \$20,245,846 to \$18,316,482.

Section 2. That 2023 budgeted Expenditures are increased by \$7,237,751, from \$24,395,472 to \$31,633,223.

GENERAL FUND:

Operation Revenue	\$ 11,192,313
Non-Operation Revenue	\$ 7,124,169
TOTAL	\$18,316,482
Operation Expenses	\$ 13,620,189
Non-Operation Expenses	\$18,013,034
TOTAL	\$31,633,223

BE IT FURTHER RESOLVED that such sums are hereby appropriated from reserve funds in the General Fund for the purposes stated.

ADOPTED THIS 16th of day November 2023.

Attest: _____
Amber Kauffman, Secretary

Emily McMurtrey, President

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item Number: 6.2 2024 Budget Review and 5-Year Financial Plan

Staff: Angela Diekhoff, Business Manager

Subject:

2024 Proposed Budget
2024 Budget Resolutions
5-Year Reserve Graph
5-Year Financial Forecast
5-Year Capital Improvement Plan
Long Range Capital Reserve Forecast

Staff Recommendation:

Motion to approve Resolution No 2023-28 to Adopt the 2024 Budget
Motion to approve Resolution No 2023-29 to Appropriate Sums of Money

Discussion:

The 2024 Proposed Budget was presented to the Board at the October Board meeting. The public hearing is scheduled for this meeting. The required notice was published in the newspaper of general publication, available on the District's website, and at the District office.

Changes were made based on Board direction and final staff input and review.

Resolutions have been provided for budget adoption, and appropriation of sums of money,

The 2024 Proposed Budget was based on the following parameters, following input from the Board and staff strategy sessions:

- Base Fee will increase by 8 percent, and will be adjusted 1.6 percent for new tap growth,
 - Water rates - All Tiers increases by 8 percent,
- Wholesale Rates will increase 8 percent based within the guidelines of each entity's IGA,
- Bulk water sales estimated based on historical data,
- Sale of 155 taps (50 standard and 100 urban) – 5 Cash in Lieu Standard,
- Wages – Cost of Living (COL) increase of 3.4 percent, with the average increase of merit and COL of 5 percent,
- Total Employee Costs Increase of 6.34 percent compared to 2023 projected actuals,
 - Increase is due to one new employee: Administrative,
 - One part-time transition employee in Water Resources,
 - One potential retirement bonus,
- Operating expenses increased by 8.11 percent compared to 2023 projected actuals,
 - Operational expenses increased for Dry Creek pumping,

- Increase in Filter Plant operating expenses and SVWA expenses,
- Two large Expenses that are one-time expenses to occur in 2024.
 - Raw Water Master Plan Update - \$165,000,
 - Regular Master Plan - \$135,0000,
- Capital and non-operating costs decreased by 35.19 percent compared to 2023 projected actuals,
 - This includes \$10,940,533 for unexpected costs in 2023 for Water Rights purchases,
 - True Cost increased by 65.06 percent compared to 2023 projected actuals when not including Water Rights Purchases. The increase is due to bond projects and additional capital projects,
- CLFP Treatment costs \$0.24 per 1,000 gallons and \$110,000 per month for fixed operating costs,
 - Plus, unbudgeted expenses of \$40,000.

The following is a seven-line summary of the Proposed Budget.

2024 Proposed Budget Summary	
Working Capital – Beginning of Year	\$32,350,208
Operating Revenue	\$14,725,053
Operating Expenses	\$14,724,154
Non-Operating Revenue	\$8,930,031
Non-Operating Expenses	\$14,300,661
Net Gain (From Reserves)	-\$5,369,732
Working Capital – End of Year	\$26,980,477

Attached are additional details of the 2024 Proposed Budget.

The budget was developed based on input from staff and board and we believe the budget fairly represents the proposed budget revenue and expenses.

The official budget book must be submitted to the Division of Local Government by January 31, 2024.

Staff will answer any questions relating to the 2024 proposed budget and the five-year summary.

**LITTLE THOMPSON WATER DISTRICT
LARIMER, WELD & BOULDER COUNTIES, COLORADO
RESOLUTION No. 2023-28 TO ADOPT 2024 BUDGET**
(Pursuant to §29-1-108, C.R.S.)

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE **LITTLE THOMPSON WATER DISTRICT**, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024.

WHEREAS, the Board of Directors of Little Thompson Water District has appointed Amber Kauffman, Secretary, to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Amber Kauffman, Secretary, has submitted a proposed budget to this governing body on October 19, 2023, for its consideration, and;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 16, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, the 2024 Budget was approved by the Board of Directors on November 16, 2023, and:

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves/fund balances so that the budget remains in balance, as required by law.

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

Section 1. That the budget submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Little Thompson Water District for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by the Secretary and President of Little Thompson Water District and made a part of the public records of the District.

ADOPTED, this 16th day of November 2023.

Attest: _____
Amber Kauffman, Secretary

Emily McMurtrey, President

LITTLE THOMPSON WATER DISTRICT
LARIMER, WELD & BOULDER COUNTIES, COLORADO
RESOLUTION NO 2023-29
TO APPROPRIATE SUMS OF MONEY
(Pursuant to §29-1-108, C.R.S.)

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE **LITTLE THOMPSON WATER DISTRICT**, COLORADO, FOR THE 2024 BUDGET YEAR.

WHEREAS, the Board of Directors has adopted the annual budget in accordance with the Local Government Budget Law, on November 16, 2023, and;

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

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Little Thompson Water District.

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

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for purposes stated:

GENERAL FUND:

Operation Expenses	\$ 12,388,104
Debt Service	\$ 2,336,050
Capital Outlay	<u>\$14,300,661</u>
TOTAL GENERAL FUND	\$29,024,815

ADOPTED THIS 16th day of November 2023.

Attest: _____
Amber Kauffman, Secretary

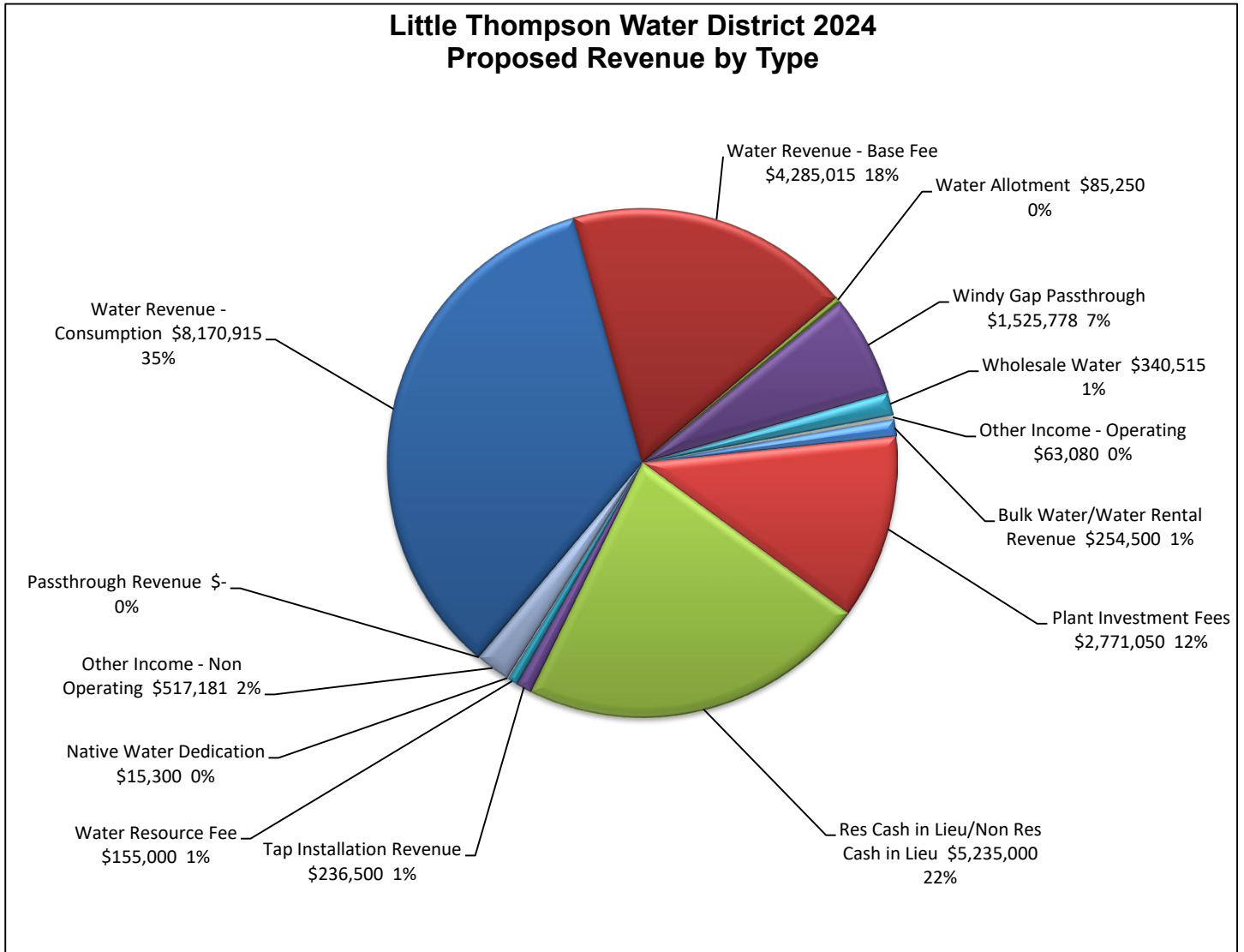
Emily McMurtrey, President

2024 PROPOSED BUDGET SUMMARY

	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Working Capital				
BEGINNING of Year	\$ 44,856,724	\$ 45,666,951	\$ 45,666,951	\$ 32,350,208
Operating Revenue				
Water Revenue	11,195,059	9,651,071	12,909,140	12,923,695
Other Revenue	1,420,638	1,541,242	1,529,493	1,801,358
Total Operating Revenue	\$ 12,615,697	\$ 11,192,313	\$ 14,438,633	\$ 14,725,053
Operating Expenses				
CLFP Expenses	1,475,487	1,859,000	2,017,931	1,958,258
St. Vrain Authority	10,016	75,000	75,000	100,000
Distribution Expenses	931,059	1,237,359	1,059,700	1,143,900
General & Admin Expenses	827,661	1,043,439	1,040,262	1,033,937
Engineering Expenses	79,511	139,278	365,560	433,275
Water Assessments	1,958,104	2,290,691	2,462,500	2,695,254
Dry Creek & Joint Operations	26,276	124,836	289,265	223,900
Employee Costs	4,129,623	4,513,532	4,727,462	4,799,580
Debt Service (Int + Principal)	2,337,305	2,337,055	2,337,055	2,336,050
Total Operating Expenses	\$ 11,775,043	\$ 13,620,191	\$ 14,374,736	\$ 14,724,154
Operating Gain(Loss)	\$ 840,654	\$ (2,427,878)	\$ 63,897	\$ 898
Non Operating Revenue				
Plant Investment Fees	3,320,700	2,541,096	2,541,096	2,771,050
Cash In Lieu of Water Rights	1,562,360	558,800	1,592,496	525,000
Non Res Cash in Lieu of Water Rights	-	1,277,900	-	4,710,000
Tap Installation Revenue	238,030	188,600	269,496	236,500
Water Resource Fee	304,500	229,500	225,000	155,000
Capital Investment Fees	-	-	-	-
Native Water Dedication Fee	-	4,500	15,000	15,300
Interest on Investments	289,827	957,512	180,000	300,000
Other Fees	123,400	250,610	3,500	117,700
Miscellaneous Revenue	88,391	92,750	92,750	99,481
Contribution Water Court	-	-	-	-
Gain(Loss) Sale of an Asset	13,620	-	-	-
Windy Gap Firming	-	-	-	-
Passthrough Revenue	-	1,022,901	887,875	-
Flood Related Assistance	-	-	-	-
2020 Bond Proceeds	-	-	-	-
Total Non Operating Revenue	\$ 5,940,828	\$ 7,124,169	\$ 5,807,213	\$ 8,930,031
Non Operating Expenses				
Capital Projects - District	398,605	2,435,518	3,516,500	2,182,478
Bonded Capital Projects - District	3,093,521	2,799,788	2,815,311	5,211,333
Vehicles/Equipment	103,800	234,073	118,300	600,500
Plant & Equipment - Joint	610,734	1,153,122	850,625	3,901,350
Water Right Purchases	1,590,000	10,940,533	800,000	-
Water Rights Adjudication	264,879	150,000	800,000	850,000
H2 Infrastructure Construction (Handy/CHS)	-	150,000	-	875,000
RFO Infrastructure Construction	28,398	150,000	1,000,000	250,000
2nd Use Infrastructure Study	-	-	120,000	120,000
30" Barefoot Line-Reimbursement	-	-	-	310,000
Total Non Operating Expenses	\$ 6,089,937	\$ 18,013,034	\$ 10,020,736	\$ 14,300,661
Non Operating Net Gain(Loss)	\$ (149,108)	\$ (10,888,865)	\$ (4,213,523)	\$ (5,370,630)
Net Gain(Loss)	\$ 691,546	\$ (13,316,743)	\$ (4,149,625)	\$ (5,369,732)
Working Capital				
END of Year	\$ 45,666,951	\$ 32,350,208	\$ 41,517,326	\$ 26,980,477

REVENUE ANALYSIS

Little Thompson Water District 2024 Proposed Revenue by Type



Operating Revenues are compared to Projected Actual

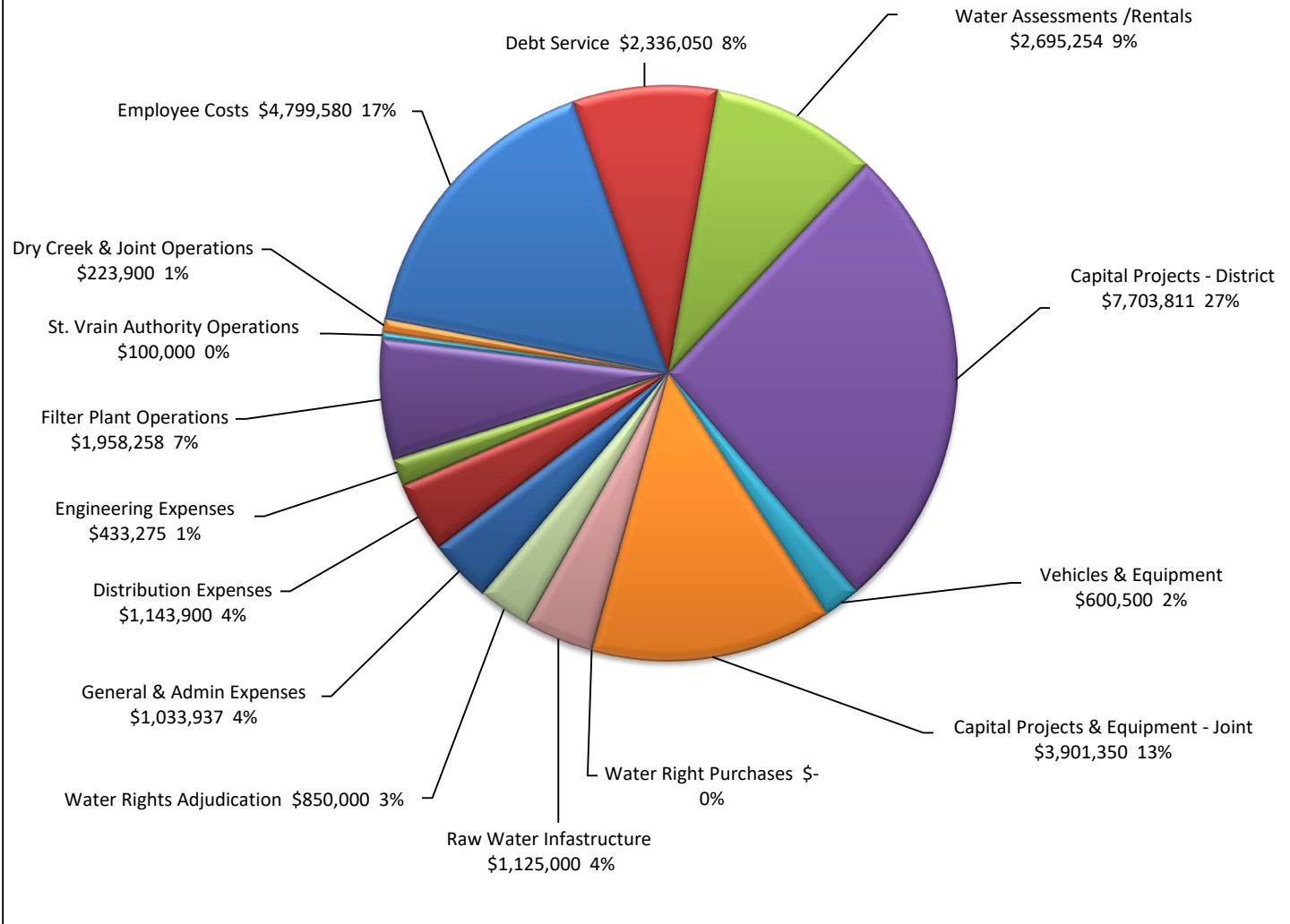
- Water Revenue – Consumption:
 - Overall compared to the 2023 projected actual, operating revenue increases by \$3,532,740,
 - Compared to Budgeted amount operating revenue increases by \$286,420,
 - Compared to 2022, a more typical revenue year, operating revenue increases \$2,109,356,
 - Non-operating revenue increases by \$1,805,862,
- Water Revenue – Base rate and all tiers increase by 8 percent,
- Water Revenue – Wholesale water is based on historical use and increases by \$111,455,
- Bulk Water Revenue and Water Rental – decreases by \$9,506 based on historical actuals,
- Miscellaneous Revenue includes Customer Service Fees, Miscellaneous Income, Construction Water Income and Engineering Fees. We are projecting an increase in revenue of \$178,
- Passthrough revenue and expense for Windy Gap of \$1,525,778.

Non-Operating Revenue - Increase by 25.35 percent

- Plant Investment Fees are projected on the sale of 155 (50 standard and 100 urban),
- Cash in Lieu of Water Rights revenue is based on the sale of – 5 Cash in Lieu Standard Taps at a rate of \$101,500. Additional cash in lieu is anticipated for sale to developers for reimbursement to the District in the amount of \$4,710,000,
- Tap Installation revenue is used to cover the cost of new meter and meter pit installations.

EXPENSE ANALYSIS

Little Thompson Water District 2024 Expenses by Category



Operating Expenses are compared to 2023 Projected Actuals

- 2024 Operating expenses increase by 8.11 percent overall compared to 2023 projected actual,
- Capital and non-operating costs decreased by 35.19 percent compared to 2023 projected actuals,
 - This includes \$10,940,533 for unexpected costs in 2023 for Water Rights purchases,
 - True Capital Cost increased by 65.06 percent compared to 2023 projected actuals when not including Water Rights Purchases. Increases are due to bond projects and additional capital projects,
- Carter Lake Filter Plant Operations budget increased by 5.34 percent,
- Distribution Expenses decreased by 7.55 percent,
- General and Administration Expenses decrease 1 percent,
- Engineering Expenses increased by 211 percent compared to projected actual due to delays in our water master plan and an update to the raw water master plan, and water rights consulting,
- Joint Operations increased by 79.36 percent, to account for Dry Creek pumping costs.
- Employee Costs: The overall Employee costs increased by 6.34 percent, to account for one new employee and one transition employee.

Non-Operating Expenses

Capital Projects & Equipment - District 2024 Budget	
Loveland/Campion Conversion Project 1	\$ 2,628,000
Northeast Transmission Line	\$ 2,583,333
H2 Infrastructure Construction (Handy/CHS)	\$ 875,000
Water Rights Adjudication-Engineering	\$ 600,000
Water Efficiency/Water Loss	\$ 500,000
3rd & Welker Waterline Replacement	\$ 400,000
Vehicle Replacement Program	\$ 383,000
30" Barefoot Line-Reimbursement	\$ 310,000
RFO Infrastructure Construction	\$ 250,000
Water Rights Adjudication-Legal	\$ 250,000
Twin Mounds Passive Mixing System	\$ 249,700
Service Connection Expense	\$ 240,108
County Rd Improvements	\$ 225,000
Telemetry Improvements	\$ 200,000
Office Remodel (Eng & Ops)	\$ 175,000
2nd Use Infrastructure Study	\$ 120,000
Small Line Improvements	\$ 100,000
Twin Mounds Exterior Cathodic Protection	\$ 87,000
Dry Creek Feasibility for Floating Photovoltaic	\$ 70,000
Botterill - LTWD System Modifications	\$ 48,070
Buckhorn Tank Mixing System Study	\$ 45,000
Office Furniture & Equip (includes software)	\$ 35,000
Security Lighting & Cameras at Tank Sites	\$ 17,600
Misc Equipment	\$ 7,500

2024 Projects Funded by Bonding

- Northeast Transmission Line – New transmission line along Larimer County Road 16 connecting the Twin Mounds storage tanks on the west of I-25, along with infrastructure upgrades east of I-25, to supply the northeast quadrant of the system with additional pressure during high demand periods along with a redundant west/east feed when other supply lines require maintenance or repair.
- Loveland / Campion Conversion, Project 1 – As a part of a 2020 intergovernmental agreement with the City of Loveland, the District became the service provider for approximately 130 customers who were City of Loveland customers. Some of the lines and services that will now be maintained and served by the District are at the end of their useful life and in need of replacement. This project will design and replace existing waterlines and service lines with new meter pits. The area is in a residential neighborhood with relatively narrow dirt roads. Added one mile of 8-inch in Garfield, includes engineering and construction.

2024 Projects Not Funded by Bonding

- 3rd and Welker – The Town of Mead has plans to make substantial improvements to one of their primary intersections located at WCR 34 (Welker) and WCR 7 (3rd St.). The intersection upgrades will require waterline alterations for a pressure reducing valve vault relocation.
- Botterill System Modifications – Modifications and upgrades to existing infrastructure that are currently inaccessible within railroad right of way near the intersection of WCR 54 and 15-1/2.
- Twin Mounds Passive Mixing System – Replace the existing active mixing system that requires power and maintenance, with a passive system that will utilize the existing hydraulic forces for mixing without power or maintenance.
- Buckhorn Tank Mixing System Study – An analysis to determine system and tank modifications to enhance mixing at the Buckhorn tank during winter operations.
- Supervisory Control and Data Acquisition (SCADA) / Telemetry System Upgrades – Replacement and upgrades to aging equipment and software, along with implementation of the 2020 SCADA master plan and the addition of various new systems as needed.
- County Road Improvements – For the currently unknown road projects that impact our waterlines.
- Small Line Improvement Projects – For upgrades to waterlines and associated facilities that are determined to be problematic to the overall operation of select parts of the system.
- New Service Connection Expense – Capital cost budget item is offset by a portion of tap fees paid by others.
- Office Furniture and Equipment – Furniture and computer equipment for new staff along with miscellaneous updates to various existing office assets.
- Global Positioning System (GPS) Equipment – Ongoing budget item for equipment repairs and upgrades along with purchase of new water modeling software to interface with the GIS system. Funding for this equipment is included in the Vehicle and Equipment budget line item described below.
- Vehicles and Equipment – Ongoing budget item for replacement of aging vehicles and misc. equipment.

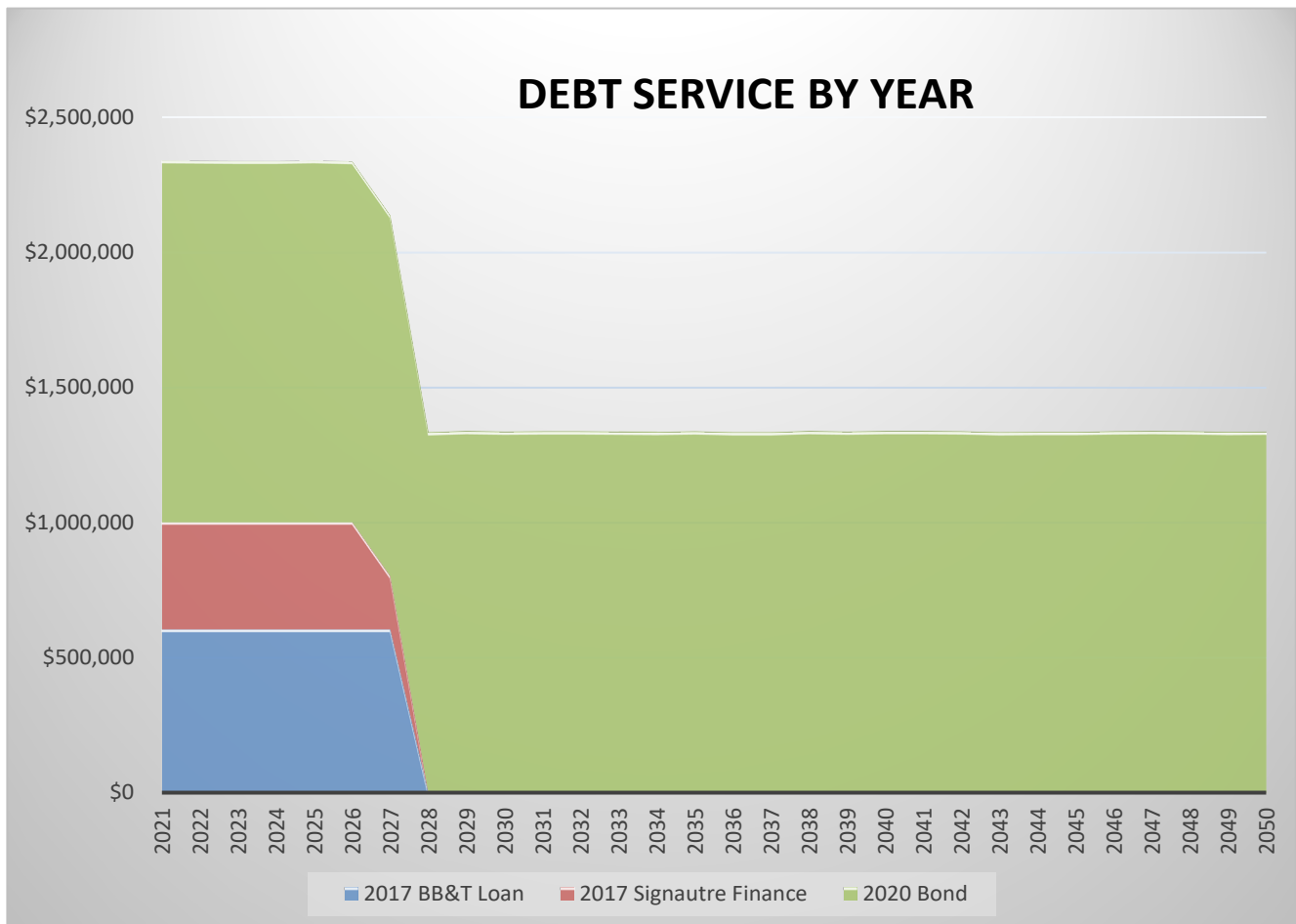
Capital Projects & Equipment - Joint 2024 Budget	
Pretreatment Construction	\$ 2,500,000
Pretreatment Design	\$ 500,000
Membrane Replacement	\$ 300,000
Low Flow Pump (Dry creek)	\$ 250,000
Unspecified Place Holder	\$ 137,500
Vehicles & Equipment	\$ 75,000
New Storage Building at Dry Creek	\$ 61,000
Filter 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 -Monitoring System	\$ 350

Joint Projects: costs related to Carter Lake Filter Plant and Dry Creek Reservoir. These costs represent Little Thompson Water District’s portion of the project costs.

LONG TERM DEBT SCHEDULE

Our Debt Service will average about \$2.3 million annually until 2027 when the 2017 loans are paid off. Debt Service is funded partially by the base fee component of the rates. The remainder is funded by water rate revenue and non-operating revenue.

Year Ending Dec 31,	Principal	Interest	Total
2023	1,322,142	1,014,912	2,337,054
2024	1,363,392	972,658	2,336,050
2025	1,409,649	928,906	2,338,555
2026	1,451,649	883,406	2,335,055
2027	1,281,326	855,991	2,137,317
2028-2034 (7yr total)	4,205,000	5,155,850	9,360,850
2035-2042 (7yr total)	6,580,000	4,119,000	10,699,000
2043-2050 (7yr total)	9,000,000	1,694,400	10,694,400
Total	\$29,021,340	\$17,893,485	\$46,914,825



2024 PROPOSED BUDGET DETAIL

OPERATING REVENUE	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Base Fee	\$ 3,578,578	\$ 3,835,342	\$ 3,813,445	\$ 4,285,015
Water Revenue - Tiers Total	7,026,988	5,460,072	8,671,695	\$ 8,170,915
Water Revenue - Tier I	1,530,995	1,749,724	1,574,886	1,781,365
Water Revenue - Tier II	2,229,341	1,490,000	2,503,350	2,342,720
Water Revenue - Tier III	1,293,063	841,232	1,526,803	1,612,125
Water Revenue - Tier IV	1,276,169	1,015,012	1,829,182	1,688,675
Water Revenue - Tier V	697,419	364,104	1,237,474	746,030
Water Allotment	135,032	83,954	42,000	85,250
Wholesale Water	226,658	229,060	342,000	340,515
Water Rental Revenue	47,129	42,643	40,000	42,000
Other Revenue	83,477	62,902	61,160	63,080
Bulk Water	362,835	222,006	212,000	212,500
Windy Gap	1,155,000	1,256,333	1,256,333	1,525,778
Total Revenue	\$ 12,615,697	\$ 11,192,313	\$ 14,438,633	\$ 14,725,053
OPERATING EXPENSES				
Carter Lake Filter Plant Ops	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Filter Plant Operating Expense	\$ 1,475,487	\$ 1,859,000	\$ 2,017,931	\$ 1,958,258
Total Carter Lake Filter Plant Ops	\$ 1,475,487	\$ 1,859,000	\$ 2,017,931	\$ 1,958,258
St. Vrain Authority	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
St. Vrain Authority Expense	\$ 10,016	\$ 75,000	\$ 75,000	\$ 100,000
Total St Vrain Authority	\$ 10,016	\$ 75,000	\$ 75,000	\$ 100,000
Distribution Expenses	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
O & M - Miscellaneous	\$ 31,594	\$ 35,145	\$ 37,800	\$ 38,400
Meter Mtn & Repairs	100,531	118,943	77,000	44,000
Tap Relocations/Small Line Abandonment	970	4,000	75,000	30,000
System Maintenance & Repairs	379,588	603,086	414,200	549,800
Facility Maintenance & Repairs	168,333	190,265	153,600	158,600
Vehicle Expense	162,260	177,461	162,500	196,400
Fire Systems(Hydrants)Exp	13,806	25,344	15,400	18,000
Cathodic Protection	525	500	1,000	1,000
Cross Connection/Backflow	1,083	2,045	1,500	1,600
Water Quality Monitoring	18,017	25,983	31,700	46,100
Lead Service Inventory	-	-	30,000	0
Operations Utilities Expense	54,354	54,587	60,000	60,000
Total Distribution Expenses	\$ 931,059	\$ 1,237,359	\$ 1,059,700	\$ 1,143,900

General & Admin Expenses	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Office Supplies & Expense	\$ 71,978	\$ 43,600	\$ 43,600	\$ 39,760
Communication Expense	23,350	75,255	77,500	78,000
Memberships & Subscriptions	28,683	26,828	20,980	22,710
Computer Expense	176,689	231,070	191,700	218,655
Service Contracts	141,540	207,715	185,162	201,850
Education & Training	37,310	48,590	66,400	45,650
Elections/Hearing/Public Notices	8,467	8,264	17,000	5,500
Uniforms	16,642	22,586	23,100	22,800
Building & Grounds	108,078	58,990	99,900	68,000
Professional Fees (Legal & Audit)	55,781	77,500	74,000	80,992
Inclusions & Public Relations	20,771	80,600	80,600	84,600
Insurance Expense	112,797	137,193	134,420	136,620
Safety Expense	22,753	22,349	23,100	25,900
Farm Expense	2,820	2,900	2,800	2,900
Total G & A Expenses	\$ 827,661	\$ 1,043,439	\$ 1,040,262	\$ 1,033,937

Engineering Expenses	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Engineering Consulting	\$ 28,876	\$ 55,000	\$ 200,000	\$ 135,000
Water Rights Consulting- Engineering	3,520	\$ 25,340	\$ 70,000	245,000
Engineering Dept Exp	4,568	3,834	8,000	6,600
Soil Amendments	6,211	5,979	10,000	8,000
Landscaping Incentives	12,503	4,125	14,875	6,550
Water Conservation	23,833	45,000	62,685	32,125
Total Engineering Expenses	\$ 79,511	\$ 139,278	\$ 365,560	\$ 433,275

Water Assessments /Rentals	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Water Assessments	\$ 745,551	\$ 987,397	\$ 1,091,143	\$ 968,294
SWSP Operating Cost	42,947	34,987	103,024	55,931
Purchased Water	14,606	11,973	12,000	12,000
Windy Gap Firming Project Pooled Financed	1,155,000	1,256,333	1,256,333	1,659,029
Total Water Assessments	\$ 1,958,104	\$ 2,290,691	\$ 2,462,500	\$ 2,695,254

Dry Creek & Joint Operations	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Dry Creek/Joint Operating Expense	\$ 26,276	\$ 124,836	\$ 289,265	\$ 223,900
Total CLFP & Joint Facilities	\$ 26,276	\$ 124,836	\$ 289,265	\$ 223,900

Employee Costs	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Distribution Employee Costs	\$ 1,871,313	\$ 2,183,502	\$ 1,974,612	\$ 2,123,606
Administration Employee Costs	955,241	1,028,010	1,147,914	1,145,183
Engineering Employee Costs	1,294,457	1,295,561	1,588,531	1,514,385
Board of Directors Costs	8,612	6,459	16,406	16,406
Total Employee Costs	\$ 4,129,623	\$ 4,513,532	\$ 4,727,462	\$ 4,799,580

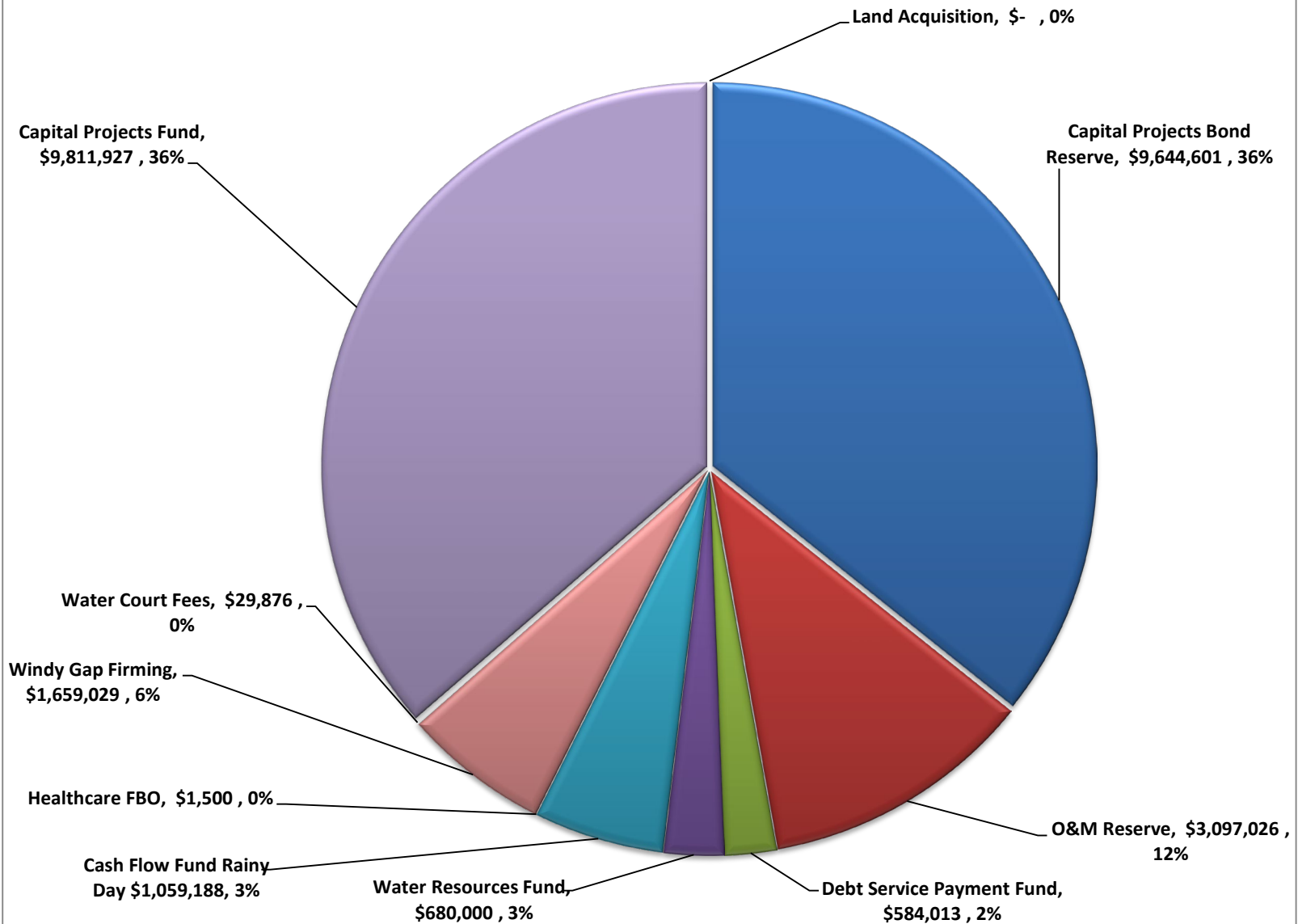
Debt Service	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Bonds/Loans Principal	\$ 1,281,619	\$ 1,321,126	\$ 1,322,142	\$ 1,363,392
Bonds/Loans Interest	1,055,686	1,015,929	1,014,913	\$ 972,658
Cost of Issuance	-	-	-	\$ -
Total Debt Service	\$ 2,337,305	\$ 2,337,055	\$ 2,337,055	\$ 2,336,050
Total Operating Expenses	\$ 11,775,043	\$ 13,620,191	\$ 14,374,736	\$ 14,724,154
Operating Gain/Loss	\$ 840,654	\$ (2,427,878)	\$ 63,897	\$ 898
NON OPERATING REVENUE	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Plant Investment Fees	\$ 3,320,700	\$ 2,541,096	\$ 2,541,096	\$ 2,771,050
Cash in Lieu of Water Rights	1,562,360	558,800	1,592,496	525,000
Non Res Cash in Lieu of Water Rights	-	1,277,900	-	4,710,000
Tap Installation Revenue	238,030	188,600	269,496	236,500
Water Resource Fee	304,500	229,500	225,000	155,000
Native Water Dedication Fee	-	4,500	15,000	15,300
Interest on Investments	289,827	957,512	180,000	300,000
Other Fees	123,400	250,610	3,500	117,700
Miscellaneous Revenue	88,391	92,750	92,750	99,481
Gain(Loss) Sale of an Asset	13,620	-	-	-
Passthrough Revenue	-	1,022,901	887,875	-
2020 Bond Proceeds	-	-	-	-
Total Non Operating Revenue	\$ 5,940,828	\$ 7,124,169	\$ 5,807,213	\$ 8,930,031
Non Operating & Capital Costs	2022 Audited Actual	2023 Projected Actual	2023 Approved Budget	2024 Proposed Budget
Capital Projects - District	\$ 398,605	\$ 2,435,518	\$ 3,516,500	\$ 2,182,478
Capital Projects - District-Bond	3,093,521	2,799,788	2,815,311	5,211,333
Vehicles & Equipment	103,800	234,073	118,300	600,500
Capital Projects & Equipment - Joint	610,734	1,153,122	850,625	3,901,350
St.Vrain Authority Treatment Plant	-	-	-	-
Water Right Purchases	1,590,000	10,940,533	800,000	-
Water Rights Adjudication	264,879	150,000	800,000	850,000
H2 Infrastructure Construction (Handy/CHS)	-	150,000	-	875,000
RFO Infrastructure Construction	28,398	150,000	1,000,000	250,000
2nd Use Infrastructure Study	-	-	120,000	120,000
30" Barefoot Line-Reimbursement	-	-	-	310,000
Total Non Operating Expenses	\$ 6,089,937	\$ 18,013,034	\$ 10,020,736	\$ 14,300,661
Non Operating Gain(Loss)	\$ (149,108)	\$ (10,888,865)	\$ (4,213,523)	\$ (5,370,630)
Net Gain(Loss)	\$ 691,546	\$ (13,316,743)	\$ (4,149,625)	\$ (5,369,732)

YEAR END RESERVE ANALYSIS

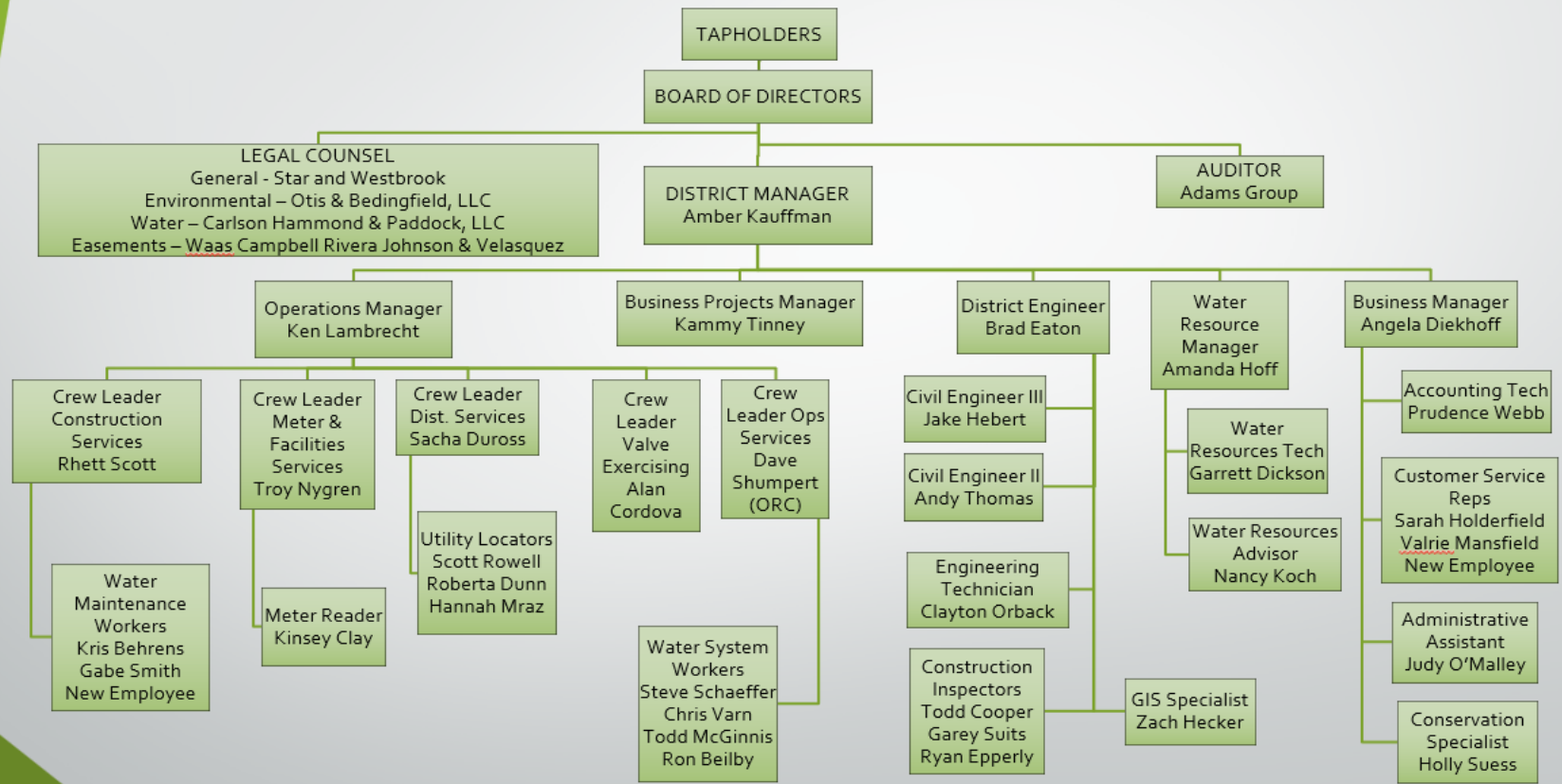
The legally required reserves are funded in compliance with the approved Reserve Policy. The legally restricted reserves of \$9,644,601 for bonded capital projects. All Board Designated Reserves will be funded at: Debt Service 100 percent; Water Resources 100 percent; Windy Gap Firming 100 percent and Cash Flow Fund 100 percent. We estimate the 2024 Year End Reserve for the Capital Projects Fund to be \$9,811,927 with total Reserves funded at \$26,980,477.

	Actual 12/31/2022	Projected Actual 12/31/2023	Approved Budgeted 12/31/2023	Proposed Budget 12/31/2024
Legally Restricted				
Bond Reserve	\$ 22,177,537	\$ 17,855,934	\$ 17,912,103	\$ 9,644,601
Subtotal Legally Restricted	22,177,537	17,855,934	17,912,103	9,644,601
Board Designated				
Operations & Maintenance Reserve	2,359,434	2,820,784	3,009,420	3,097,026
Debt Service Payment Fund	584,326	584,264	584,264	584,013
Water Resources Fund	1,656,260	-	2,399,496	680,000
Cash Flow Fund	1,261,570	1,119,231	1,059,188	1,472,505
Windy Gap Firming	-	1,256,333	1,256,333	1,659,029
Land Acquisition	-	-	-	-
Water Court Fees	29,876	29,876	29,876	29,876
Healthcare Bank FBO	1,500	1,500	1,500	1,500
Subtotal Board Designated	5,892,966	5,811,988	8,340,077	7,523,949
Capital Projects Fund	17,596,448	8,682,286	15,265,145	\$ 9,811,927
Total Reserves	\$ 45,666,951	\$ 32,350,208	\$ 41,517,326	\$ 26,980,477

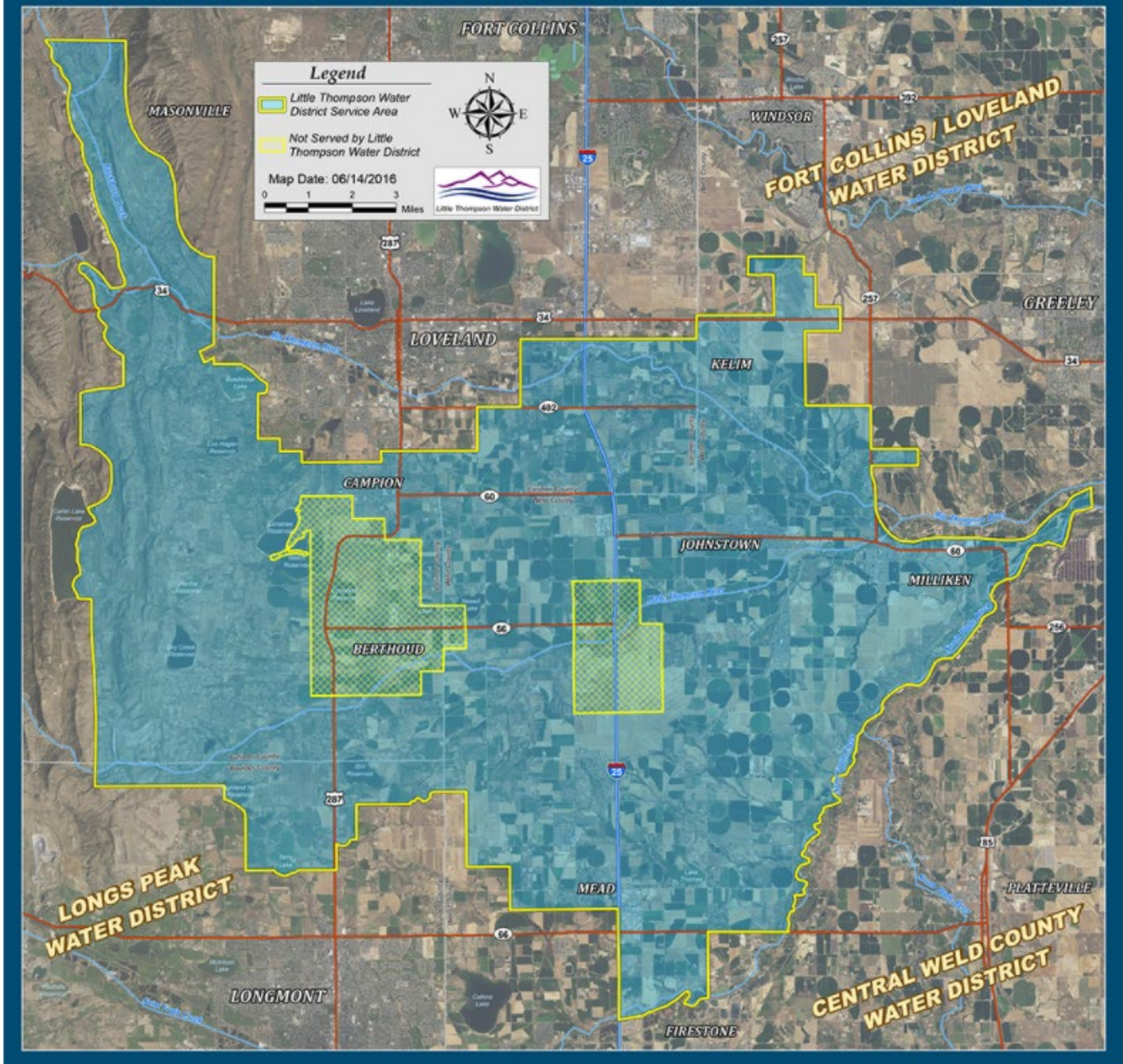
YEAR END RESERVES BALANCES 2024 BUDGETED



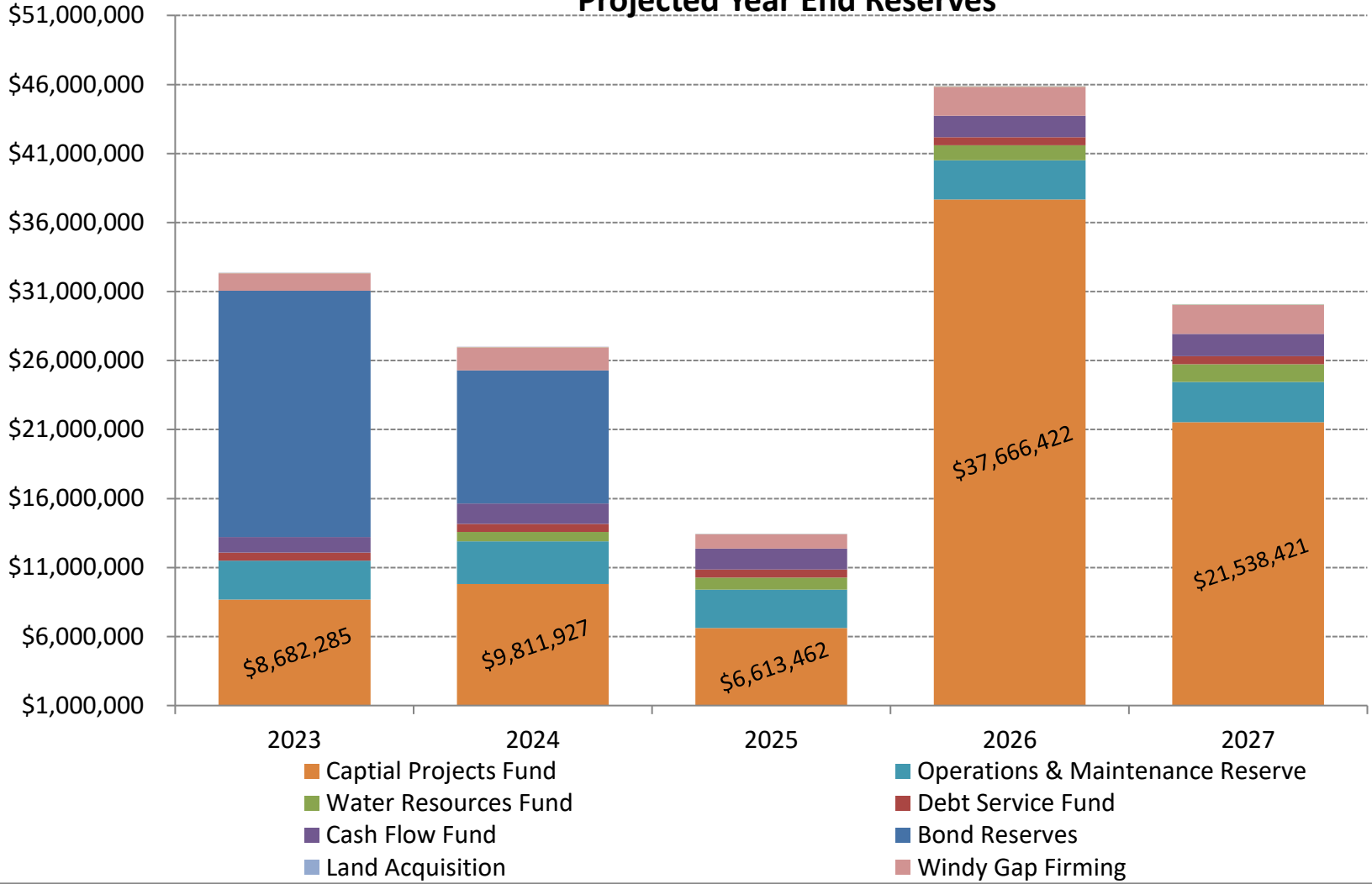
Little Thompson Water District (2024)



LITTLE THOMPSON WATER DISTRICT SERVICE AREA



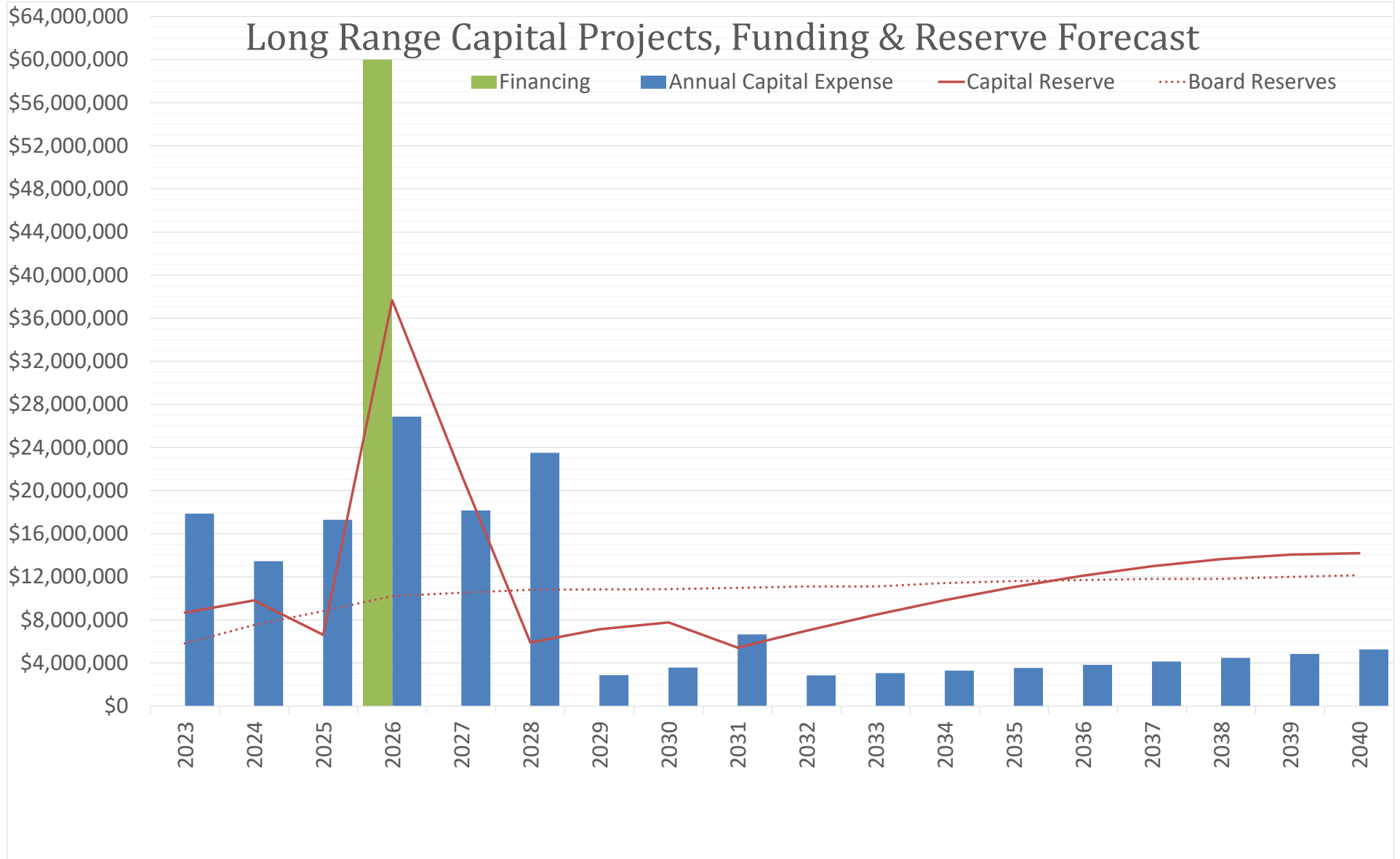
Projected Year End Reserves



5 YEAR SUMMARY	2023	2024	2025	2026	2027	2028
Working Capital BEGINNING of Year	\$ 45,666,951	\$ 32,350,208	\$ 26,980,477	\$ 15,434,922	\$ 47,874,415	\$ 32,062,347
OPERATING REVENUE						
Water Sales	\$ 9,295,414	\$ 12,455,930	\$ 12,829,608	\$ 13,214,496	\$ 13,610,931	\$ 14,019,259
Miscellaneous Revenue	\$ 1,896,899	\$ 2,269,123	\$ 2,337,197	\$ 2,407,313	\$ 2,479,532	\$ 2,553,918
Total Operating Revenues	\$ 11,192,313	\$ 14,725,053	\$ 15,166,805	\$ 15,621,809	\$ 16,090,463	\$ 16,573,177
OPERATING EXPENSES						
O&M expenses	\$ 11,283,136	\$ 12,388,104	\$ 11,153,564	\$ 11,387,189	\$ 11,626,961	\$ 11,872,292
Debt Service	\$ 2,337,055	\$ 2,336,050	\$ 2,336,050	\$ 2,338,555	\$ 2,335,055	\$ 2,137,317
Total Operating Expenses	\$ 13,620,193	\$ 14,724,154	\$ 13,489,614	\$ 13,725,744	\$ 13,962,016	\$ 14,009,609
Operating Net Gain(Loss)	\$ (2,427,879)	\$ 899	\$ 1,677,191	\$ 1,896,064	\$ 2,128,447	\$ 2,563,568
NON OPERATING REVENUE						
Plant Investment Fees	\$ 2,541,096	\$ 2,771,050	\$ 3,506,200	\$ 3,705,000	\$ 3,904,400	\$ 4,109,000
Cash-In-Lieu of Water	\$ 558,800	\$ 525,000	\$ 693,000	\$ 889,350	\$ 978,285	\$ 1,076,114
Water Resource Fee	\$ 229,500	\$ 155,000	\$ 199,000	\$ 204,000	\$ 210,000	\$ 216,000
Non Res Cash in Lieu	\$ 1,277,900	\$ 4,710,000	\$ 7,065,000	\$ -	\$ -	\$ -
Interest income	\$ 957,512	\$ 300,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Tap Installation Revenue	\$ 188,600	\$ 236,500	\$ 193,146	\$ 201,396	\$ 206,496	\$ 211,812
Miscellaneous Revenue	\$ 343,360	\$ 217,181	\$ 97,215	\$ 97,701	\$ 98,189	\$ 98,189
Native Water Dedication Fee	\$ 4,500	\$ 15,300	\$ 15,606	\$ 15,918	\$ 16,236	\$ 16,561
Passthrough Revenue	\$ 1,022,901	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Finance	\$ -	\$ -	\$ -	\$ 60,000,000	\$ -	\$ -
Total Non Operating Revenue	\$ 7,124,169	\$ 8,930,031	\$ 11,919,167	\$ 65,263,365	\$ 5,563,607	\$ 5,877,676
NON OPERATING EXPENSES						
Capital Expenses - District	\$ 2,669,592	\$ 3,092,978	\$ 1,023,150	\$ 7,933,920	\$ 1,441,670	\$ 9,280,490
Capital Expenses-District Bond	\$ 2,799,788	\$ 5,211,333	\$ 4,705,763	\$ -	\$ -	\$ -
Water Resources Expenses	\$ 11,390,533	\$ 2,095,000	\$ 4,293,000	\$ 11,641,017	\$ 11,729,952	\$ 11,777,780
Capital Expenses - Joint	\$ 531,307	\$ 901,350	\$ 7,620,000	\$ 7,645,000	\$ 5,332,500	\$ 2,750,000
Capital Expenses-Joint Bond	\$ 621,815	\$ 3,000,000	\$ 7,500,000	\$ 7,500,000	\$ 5,000,000	\$ -
Total Non Operating Expenses	\$ 18,013,035	\$ 14,300,661	\$ 25,141,913	\$ 34,719,937	\$ 23,504,122	\$ 23,808,270
Non Operating Gain(Loss)	\$ (10,888,866)	\$ (5,370,630)	\$ (13,222,746)	\$ 30,543,428	\$ (17,940,515)	\$ (17,930,594)
Total Net Gain (Loss)	\$ (13,316,745)	\$ (5,369,731)	\$ (11,545,555)	\$ 32,439,493	\$ (15,812,068)	\$ (15,367,026)
Working Capital END of Year	\$ 32,350,206	\$ 26,980,477	\$ 15,434,922	\$ 47,874,415	\$ 32,062,347	\$ 16,695,321
5 YEAR RESERVES						
Reserves - Bond Reserve	\$ 17,855,934	\$ 9,644,601	\$ -	\$ -	\$ -	\$ -
<i>Reserves - Board Designated</i>						
Debt Service Fund	\$ 584,265	\$ 584,013	\$ 584,013	\$ 584,639	\$ 583,764	\$ 534,329
Operations & Maintenance Reserve	\$ 2,820,784	\$ 3,097,026	\$ 2,788,391	\$ 2,846,797	\$ 2,906,740	\$ 2,968,073
Water Resources Fund	\$ -	\$ 680,000	\$ 879,000	\$ 1,083,000	\$ 1,293,000	\$ 1,509,000
Cash Flow Fund	\$ 1,119,231	\$ 1,472,505	\$ 1,516,680	\$ 1,562,181	\$ 1,609,046	\$ 1,657,318
Windy Gap Firming	\$ 1,256,333	\$ 1,659,029	\$ 1,022,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000
Land Acquisition	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Water Court Fees	\$ 29,876	\$ 29,876	\$ 29,876	\$ 29,876	\$ 29,876	\$ 29,876
Health Bank FBO	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Subtotal Board Designated Reserves	\$ 5,811,988	\$ 7,523,949	\$ 8,821,460	\$ 10,207,993	\$ 10,523,926	\$ 10,800,096
Capital Projects Fund	\$ 8,682,285	\$ 9,811,927	\$ 6,613,462	\$ 37,666,422	\$ 21,538,421	\$ 5,895,225
Total Reserve Funds	\$ 32,350,206	\$ 26,980,477	\$ 15,434,922	\$ 47,874,415	\$ 32,062,347	\$ 16,695,321

Long Range Capital Projects, Funding & Reserve Forecast

■ Financing
 ■ Annual Capital Expense
 — Capital Reserve
 ⋯ Board Reserves



Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.3 Updated Rates and Fees for 2024

Staff: Angela Diekhoff, Business Manager

Subject: Updated Rates and Fees for 2024

Hold a Public Hearing on the Proposed Rates and Fees:

Staff Recommendation: Motion to approve the rates and fees, effective January 1, 2024

- A. Section 1501.1 Schedule A-Tap Fees
- B. Section 1502.1 Schedule B-Water Rate Schedule
- C. Section 1502.2 Schedule C-Miscellaneous Fees
- D. Section 1506.4 Schedule D-Water Dedication

Discussion: Each year, as part of the preparation of the proposed budget for the next year, we review the water rates as well as the other various rates and fees we charge. This evening we are holding a Public Hearing to provide an opportunity for interested customers and concerned citizens to provide you with any input about these proposed rates and fees. You will find attached a copy of the proposed updated rates and fees we are asking you to approve. Below is a summary of each of the proposed changes to the fee schedule.

Little Thompson Water District Residential and Commercial Water Rates

Based on our previous review of the proposed budget and direction from the Board of Directors, we are presenting the 2023 Budget with an increase as follows:

- All Tiers increases by 8 percent,
- Wholesale customers will increase by 8 percent.
- Base Fee will increase by 8 percent.

Tap Types

Two new residential taps that were approved in August; have been added to the fee schedules:

- 5/8-inch Conservation Plus
- 3/4-inch Estate

See Attachments for the proposed increases and changes:

LITTLE THOMPSON WATER DISTRICT

Rules and Regulations

Section 1501.1 Schedule A – Tap Fees

Changes approved at Rate Hearing on November 16, 2023

Effective January 1, 2024

Residential Taps					
Meter Size	Plant Investment Fee	Installation Fee (1)	Cash-in-Lieu of Water Rights (2&3)	Water Resource Fee	Total Cost of Tap
Inside Use-Micro-Home or <1,000sf	\$10,200	\$4,000	\$26,100	\$1,000	\$41,300
Inside Use Single Family ≥1,000	\$12,550	\$4,000	\$36,250	\$1,000	\$53,800
5/8" Conservation (Urban)	\$15,250	\$4,000	\$50,750	\$1,000	\$71,000
5/8" Conservation Plus (Urban)	\$16,250	\$4,000	\$79,750	\$1,000	\$101,000
5/8" Standard	\$19,200	\$4,000	\$101,500	\$1,000	\$125,700
3/4" Estate	\$27,200	\$4,000	\$159,500	\$1,000	\$191,700

(1) If the service line and meter pit have already been installed by the developer, the installation fee is reduced to \$700.

(2) If the water rights dedication has been made by the developer, the water rights dedication has been satisfied and there is no cash-in-lieu of water rights required. Not all lots are eligible to pay cash-in-lieu of dedicating water rights. See Section 1505.5 Schedule D for more raw water dedication information.

(3) The Cash-in-Lieu price is based on recent sale prices for water sources allowable for dedication, such that the District may purchase the raw water dedication requirement for lots allowed to utilize the Cash-in-Lieu option. The current price for Residential Cash-in-Lieu is \$145,000 per acre-foot.

Non-Residential Taps				
Meter Size	Plant Investment Fee	Installation Fee District Supplied Materials	Water Resource Fee	Installation Fee Developer Supplied Materials
5/8" Inside Use	\$13,300	\$4,000	\$1,000	\$700
5/8" Conservation (Urban)	\$16,700	\$4,000	\$1,000	\$700
5/8"	\$26,600	\$4,000	\$1,000	\$700
3/4"	\$39,900	\$4,500	\$1,500	\$800
1"	\$66,400	\$5,000	\$2,500	\$1,800
1-1/2"	\$132,900	Developer must install	\$5,000	\$2,200
2"	\$212,600	Developer must install	\$8,000	\$2,920

Water Rights Dedication for Non-Residential taps must be provided by the developer; however, when available, the District may allow non-residential taps to purchase up to 5 acre-feet of water dedication through the District’s non-residential cash-in-lieu program at the current market rate of \$145,000 per acre-foot.

Accessory Dwelling Fee		
Cash-in-Lieu of Water Rights	Water Resource Fee	Total Fee
\$26,000	\$1,000	\$27,000

LITTLE THOMPSON WATER DISTRICT

Rules and Regulations

Section 1502.1 Schedule B – Water Rate Schedule

2024 Adopted Water Rate Structure - Adopted November 16, 2023

Effective January 1, 2024 - **8% increase all levels**

Tap Size	2023 Base Fee	2024 Base Fee	Gallons Used	2023 Rate per 1,000 Gallons	2024 Rate per 1,000 Gallons
Residential					
* Inside Use, Micro-Home < 1,000 sq ft	\$31.84	\$34.39	0-3,000	\$2.82	\$3.05
			3,001-5,000	\$3.67	\$3.97
			>5,000	\$4.97	\$5.37
* Inside Use, Single Family ≥1,000 sq ft	\$31.84	\$34.39	0-4,000	\$2.82	\$3.05
			4,001-7,000	\$3.67	\$3.97
			>7,000	\$4.97	\$5.37
* 5/8" Conservation (Urban) ≥ 9,000 sq ft	\$31.84	\$34.39	0-6,000	\$2.82	\$3.05
			6,001-15,000	\$3.67	\$3.97
			>15,000	\$4.97	\$5.37
* 5/8" Conservation Plus (Urban) ≥ 13,000 sq ft	\$31.84	\$34.39	0-6,000	\$2.82	\$3.05
			6,001-20,000	\$3.67	\$3.97
			>20,000	\$4.97	\$5.37
* 3/4" Standard ≥ 17,000 sq ft	\$34.49	\$37.25	0-9,000	\$2.82	\$3.05
			9,001-36,000	\$3.67	\$3.97
			36,001-45,000	\$4.33	\$4.67
			45,001-90,000	\$4.97	\$5.37
			>90,000	\$9.81	\$10.59
* 3/4" Estate	\$34.49	\$37.25	0-9,000	\$2.82	\$2.97
			9,000-45,000	\$3.67	\$3.86
			45,000-90,000	\$4.05	\$4.26
			>90,000	\$4.44	\$4.66

* All Taps have an annual water Allotment. Any usage over the allotment is subject to the overage water allotment charge-See Section 1502.2 Schedule C

LITTLE THOMPSON WATER DISTRICT

Rules and Regulations

Section 1502.1 Schedule B – Water Rate Schedule

2024 Adopted Water Rate Structure - Approved November 16, 2023

Effective January 1, 2024 - 8% increase all levels

Tap Size	2023 Base Fee	2024 Base Fee	Gallons Used	2023 Rate per 1,000 Gallons	2024 Rate per 1,000 Gallons
Non-Residential					
*5/8" Conservation (Urban) Non Res	\$31.84	\$34.39	0-6,000	\$2.82	\$3.05
			6,001-15,000	\$3.67	\$3.97
			>15,000	\$4.97	\$5.37
*5/8" Non Res	\$31.84	\$34.39	0-6,000	\$2.82	\$3.05
			6,000-30,000	\$3.67	\$3.97
			30,000-60,000	\$4.05	\$4.38
			>60,000	\$4.44	\$4.79
*3/4" Non Res	\$34.49	\$37.25	0-9,000	\$2.82	\$3.05
			9,000-45,000	\$3.67	\$3.97
			45,000-90,000	\$4.05	\$4.38
			>90,000	\$4.44	\$4.79
*1" Non Res	\$43.83	\$47.34	0-15,000	\$2.82	\$3.05
			15,000-75,000	\$3.67	\$3.97
			75,000-150,000	\$4.05	\$4.38
			>150,000	\$4.44	\$4.79
*1.5" Non Res	\$82.83	\$89.46	0-30,000	\$2.82	\$3.05
			30,000-150,000	\$3.67	\$3.97
			150,000-300,000	\$4.05	\$4.38
			>300,000	\$4.44	\$4.79
*2" Non Res	\$100.31	\$108.33	0-48,000	\$2.82	\$3.05
			48,000-240,000	\$3.67	\$3.97
			240,000-480,000	\$4.05	\$4.38
			>480,000	\$4.44	\$4.79
*3" Non Res	\$186.10	\$200.99	0-105,000	\$2.82	\$3.05
			105,000-525,000	\$3.67	\$3.97
			525,000-1,050,000	\$4.05	\$4.38
			>1,050,000	\$4.44	\$4.79
*4" Non Res	\$271.96	\$293.72	0-189,000	\$2.82	\$3.05
			189,000-945,000	\$3.67	\$3.97
			945,000-1,890,000	\$4.05	\$4.38
			>1,890,000	\$4.44	\$4.79

* All Taps have an annual water Allotment. Any usage over the allotment is subject to the overage water allotment charge- See Section 1502.2 Schedule C

LITTLE THOMPSON WATER DISTRICT

Rules and Regulations

Section 1502.1 Schedule B – Water Rate Schedule

2023 Wholesale Rate Structure – Updated November 16, 2023

Effective January 1, 2024 8% increase all levels

Wholesale Rate	North Carter Lake	Longs Peak Water District		Berthoud		Johnstown	Loveland
		CR Rd 23	Foster Ridge	Core Town	I-25		
	\$1.50	\$2.28	\$2.28	\$1.61	\$2.38	\$1.97	\$1.45

LITTLE THOMPSON WATER DISTRICT

Rules and Regulations

Section 1502.2 Schedule C – Miscellaneous Fees

Approved by the Board of Directors on November 16, 2023

Effective January 1, 2024

Transfer Fee	\$25.00
Disconnect Letter Fee	\$5.00
Disconnect/Turn-on Fee	\$50.00
Disconnect/Turn-on Fee After Hours	\$25.00
Final Read Fee	\$25.00
Fire Sprinkler Annual Fee	\$50.00
Dormant Tap Annual Fee	\$60.00
Return Check/ACH Fee/XBP	\$40.00/\$10.00/\$17.00
Water Theft Violation Fee	
1 st Offence	\$1,000.00
2 nd Offence	\$5,000.00
Each Offence after the 2 nd	\$25,000.00
Inside Use Tap - Lawn Watering Violation Fee	\$1,000.00
Past Due Penalty for Balances Over \$15.00	1% of unpaid Balance
Fire Hydrant Rental:	
Backflow Device Deposit	\$1,000.00
Meter Deposit	\$1,000.00
Trip Charge	\$50.00
Water (per 1,000 gals)	\$10.00
Equipment Rental Per Day (each device)	\$10.00
*Residential/Non-Residential Commitment Letters:	
1 tap/Accessory Dwelling	\$150.00
2 – 4 taps	\$600.00
5 – 80 taps	\$1,000.00
Over 80 taps	\$1,000.00
Plus, engineering fees (minimum)	\$3,500.00
Project Inspection & Test	\$500.00
Plus, per lot-Residential	\$200.00
Plus, per lot-Non-Residential	\$2,500.00
Fire Sprinkler Line Inspection (Commercial up to 6")	\$2,500.00
Fire Sprinkler Tap (Residential Meter)	\$1,000.00
Fire Hydrant Inspection (no materials or labor)	\$2,000.00
Inspection Fee (after 5pm/Holiday/Weekends)	\$100.00/per hour (Min. 4 hours)
Cross Connection Non-Compliance Fee	
1 st Penalty Letter	\$50.00
2 nd Penalty Letter	\$250.00
3 rd Penalty Letter	\$500.00
Final Penalty	Disconnect Service
Administrative Fee	\$200.00
Non-Potable Review Retainer	\$3,500.00
Native Water Dedications Fee	\$1,800.00/per acre-feet
Handy Water Dedication Fee	\$7,500.00/per share
Firestone In-City Surcharge	6% of Water Usage and Base Fee
Overage Water Allotment Charge	\$20.00 per Thousand Gallons

Little Thompson Water District

Rules and Regulations

Section 1505.5 Schedule D – Water Dedication

2024 Adopted Water Dedication - Adopted November 16, 2023

Amended and Approved by the Board of Directors on January 1, 2024

Tap Size and Type	Minimum Raw Water Dedication Requirements	
	Residential	Non-Residential
5/8" Inside Use - Micro-Home or <1,000sf	60,000 gallons (0.18 acre-feet)	60,000 gallons (0.18 acre-feet)
5/8" Inside Use - Single Family ≥1,000sf	82,000 gallons (0.25 acre-feet)	82,000 gallons (0.25 acre-feet)
5/8" Conservation (Urban)	114,000 gallons (0.35 acre-feet)	114,000 gallons (0.35 acre-feet)
5/8" Conservation Plus (Urban)	180,000 gallons (0.55 acre-feet)	180,000 gallons (0.55 acre-feet)
5/8" Standard	228,000 gallons (0.70 acre-feet)	228,000 gallons (0.70 acre-feet)
3/4" Estate	360,000 gallons (1.10 acre-feet)	360,000 gallons (1.10 acre-feet)
Accessory Dwelling	60,000 gallons (0.18 acre-feet)	N/A
1" Non-Residential	N/A	586,000 gallons (1.80 acre-feet)
1.5" Non-Residential	N/A	1,140,000 gallons (3.50 acre-feet)
2" Non-Residential	N/A	1,824,000 gallons (5.60 acre-feet)

Water Source	Assigned Value of Water Credit
Colorado-Big Thompson Units (C-BT)	0.50 ac-ft per share
Consolidated Home Supply Shares	3.50 ac-ft per share
Big Thompson Ditch & Manufacturing Company	49.1 ac-ft per share
Handy Ditch Shares	2.50 ac-ft per share

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.4

Staff: Angela Diekhoff, Business Manager & Amber Kauffman, District Manager

Subject: Auditor Letter of Engagement

Staff Recommendation: For Approval

Discussion:

LTWD published a notice for requests for proposals for an auditor on November 18, 2022. Proposals to the District were required for submittal by noon on January 12, 2023. The District engaged The Adams Group for the 2022 audit and according to the RFP, is eligible to engage the firm for the following 3 years pending their performance.

LTWD staff was pleased with the performance of The Adams Group on the 2022 audit and would like the board to consider engaging them for the 2023 audit. Expected Cost will not exceed \$25,475.

There is additional wording I want to bring attention to: "For the year ended December 31, 2023, the District will be required to implement GASB Statement No. 96, Subscription Based IT-Arrangements. While this implementation is not expected to have a significant impact on the District, if significant time is incurred as a result of this implementation, we will discuss with management any additional fee for time incurred at our standard hourly rates."

Attached is their engagement letter for the 2023 audit.



October 12, 2023

Board of Directors and Management
Little Thompson Water District
Berthoud, Colorado

We are pleased to confirm our understanding of the services we are to provide the Little Thompson Water District (the District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Schedule of Revenues and Expenditures – Budget and Actual (Budgetary Basis)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we

maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the draft financial statements of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. In addition, if required, we will assist with the calculations of Governmental Accounting Standard Board (GASB) Statement No. 96, *Subscription Based IT-Arrangements*, if the new standard has a significant impact on the District.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of The Adams Group, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Adams Group, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to an oversight agency or its designee. The oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Eric Miller, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in March 2023 and to issue our reports by June 2023.

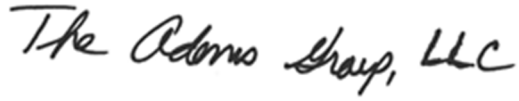
Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$25,475 for the financial audit. For the year ended December 31, 2023, the District will be required to implement GASB Statement No. 96, *Subscription Based IT-Arrangements*. While this implementation is not expected to have a significant impact on the District, if significant time is incurred as a result of this implementation, we will discuss with management any additional fee for time incurred at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



The Adams Group, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Little Thompson Water District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.5

Staff: Amber Kauffman, District Manager

Subject: Rules and Regulations Section 3: Water Taps

Staff Recommendation: For Approval

Discussion:

At the August 17, 2023, board meeting the Board approved the initiation of a new tap in between the current Conservation (Urban) Tap and the 5/8-inch Standard Tap and re-established the 3/4-inch tap (Estate Tap). As a result, Section 3 needed to be updated with the tap information and staff took it as an opportunity to update some other issues at the same time. Generally, the updates include:

- changes to ensure the Tap Holder is generally responsible for anything tied to the property ownership;
- clarification for the types of residential taps based on the lot size criteria and recommendations for lawn sizes in order to stay within the annual allotment;
- availability of an accessory dwelling regardless of the type of tap as long as the additional allotment of water is purchased for service to the new dwelling;
- defines the level of responsibility of the District if it locates a fire service line;
- clarification on the commitment letter process and assignment of water credit; and
- requirements for landscaping and hardscaping separation from District facilities including meter pits, service lines and waterlines.

This document is a draft copy of:

SECTION 3

WATER TAPS

300 GENERAL The purpose of this section is to establish the policies and procedures governing the issuance and installation of water taps.

300.1 The purchase of a water tap provides the right to receive water service for the specific parcel of property identified in the Property Tap Assignment.

300.2 Upon purchase of a water tap, the tap holder does not own any tangible asset, as the meter pit and associated equipment remain the property of the District.

300.3 The tap holder's right to receive water service is specifically tied to the land, and the right to service remains with the property. The tap holder has the option to terminate this right to service, and the District will remove the water meter at the tap holder's expense. No refunds will be made to the tap holder.

300.4 A water tap must be installed within ninety days of the date of purchase. In the event a tap is not installed by the end of the ninety-day period, and it is apparent that installation is not eminent, the District will contact the tap holder and attempt to resolve the issue or extend the deadline. Otherwise, the District will refund the tap holder's tap fee, less any cost incurred by the District.

301 DEFINITIONS

301.1 Accessory Dwelling: a residential unit that is secondary, the size of which is subject to the review and approval of the District Manager, and which is located on the same parcel as the primary residence.

301.2 Accessory Structure: a structure which is uninhabited and may still receive water service on the same property as the primary residence.

301.3 Cross Connection: any unprotected actual or potential physical connection or structural arrangement of piping or fixtures between a tap holder's water system and the District's potable water system through which it is possible to introduce into any part of the District's potable water system any non-potable water, industrial fluid, gas, liquid, solid or any other substance.

301.4 Customer: the person(s) that receives water service on a parcel.

- 301.5 Customer Service Line: the portion of service line that is located downstream of the meter pit and provides service to the customer's facilities where ownership, maintenance, and location is the responsibility of the customer.
- 301.6 Developer: any party that desires a change in number or size of service(s), including increased water allocation for one or more parcels.
- 301.7 District's Backflow Specialist: personnel designated by the District to manage and address backflow requirements, conduct backflow surveys, and report compliance of backflow requirements to the State.
- 301.8 District Service Line: the portion of service line which connects the District water main to the meter pit, extending to the downstream end of the meter yoke typically located less than one foot outside the meter pit.
- 301.9 Hardscape: any manmade structure within the landscaping design on a parcel including but not limited to driveways, concrete or brick patios, concrete or asphalt paths, retaining or sitting walls, water features, fire pits, landscape lighting, etc.
- 301.10 Landscaping: ornamental living features such as turf, trees, flowers, and shrubs.
- 301.11 Meter: the device the District uses to measure the quantity of water used by the customer and is the property of the District.
- 301.12 Non-Potable Water: water that is not safe for human consumption or that does not meet the requirements set forth in the State of Colorado Drinking Regulations.
- 301.13 Potable Water: water that is safe for human consumption as determined by being in conformance with the State of Colorado Primary Drinking Water Regulations.
- 301.14 Property Tap Assignment: document that assigns the tap to the parcel.
- 301.15 Tap: (1) the facilities generally known as a (water) tap include the connection to the District's water main, the District's service line to a meter pit, and piping, curb stop, yoke, and accessories inside the meter pit; (2) the granting of which results in the right to receive service to a parcel.
- 301.16 Tap holder: person(s) that is the legal owner of the parcel receiving service.
- 301.17 Temporary meter: a meter that only provides temporary service that is measured, i.e., a fire hydrant meter.

301.18 Testing Month: The District will assign a testing month for each backflow assembly. The backflow assembly shall be tested during the assigned month. Late penalties and disconnection of service will be assessed in accordance with Section 1502.2 Schedule C – Miscellaneous Fees.

302 TYPES AND SIZES OF SERVICE:

302.1 Residential:

- A. **Inside Use Only – Multi-Family or Micro-Home (less than 1,000 SF) or Single Family:** service to a parcel with an annual allocation of gallons per year for indoor residential use only as illustrated in Section 1505.5 Schedule D of the Rules and Regulations. Water use surcharges are incurred after the allocation is exceeded per Section 1502.2 Schedule C of the Rules and Regulations.

For developments that wish to utilize the Inside Use Only option, any outside watering needs must be supported by an alternative water source. Alternative sources can include separate potable water taps for irrigation only, or a non-potable irrigation system. Any design, operation or maintenance of a non-potable irrigation system is subject to the provisions of Section 17 of the Rules and Regulations.

- B. **Conservation (Urban):** service to a parcel with an annual allocation of gallons per year for residential use only as illustrated in Section 1505.5 Schedule D of the Rules and Regulations. Water use surcharges are incurred after the allocation is exceeded per Section 1502.2 Schedule C of the Rules and Regulations. Conservation taps are limited to lots 9,000 square feet in size or smaller, and suggested outdoor use is limited to approximately 2,500 square feet of turf or less.
- C. **Conservation Plus:** service to a parcel with an annual allocation of gallons per year for residential use only as illustrated in Section 1505.5 Schedule D. Water use surcharges are incurred after the allocation is exceeded per Section 1502.2 Schedule C of the Rules and Regulations. Conservation Plus taps are generally appropriate for lots between 9,001 to 13,000 square feet in size, and suggested outdoor use is limited to approximately 5,000 square feet of turf or less.
- D. **Standard:** service to a parcel with an annual allocation of gallons per year for residential use only as illustrated in Section 1505.5 Schedule D of the Rules and Regulations. Water use surcharges are incurred after the allocation is exceeded per Section 1502.2 Schedule C of the Rules and Regulations. Standard taps are generally appropriate for lots between 13,001 and 17,000 square feet in size, and suggested outdoor use is limited to approximately 7,000 square feet of turf or less.
- E. **Estate:** service to a parcel with an annual allocation of gallons per year for residential use only as illustrated in Section 1505.5 Schedule D of the Rules and Regulations. Estate taps are generally appropriate for lots larger than

17,000 square feet in size, and suggested outdoor use is limited to approximately 13,000 square feet of turf or less.

- F. **Multifamily:** multifamily taps shall be sized for the building(s) and are subject to requirements for cross connection control. Annual allocation of gallons per year for indoor residential use only as illustrated in Section 1505.5 Schedule D of the Rules and Regulations or as approved by the District. Outside irrigation shall be provided by a separate non-residential irrigation tap or separate District approved non-potable irrigation system, unless otherwise approved by the District. Any non-potable system used for irrigation shall be subject to the provisions of Section 17 of the District Rules and Regulations.

302.2 Non-Residential: All non-residential taps shall be sized for the type of use and proposed usage. All non-residential taps are subject to requirements for cross connection control.

302.3 Fire Sprinkler Lines:

- A. Residential Fire Sprinkler Line: service provided for residential sprinkler systems, typically 1-inch in size. Installation of fire line shall include a meter and shall be located in the District's meter pit. The District shall operate, maintain, and inspect such service only from the main to the meter pit. Initial and annual fees for residential fire sprinkler lines shall be as prescribed in Section 1502.2 Schedule C of these Rules and Regulations and are subject to requirements for cross connection control.
- B. Non-Residential Fire Line: service provided for non-residential sprinkler systems, typically 6-inch. The District shall operate and maintain such service to the first valve from the District water main on the fire line. The District may, at its option and/or ability, locate the fire line past the first valve; however, such markings shall be for informational purposes only and the District is not liable for damages or injuries resulting from markings past the first valve. Initial and annual fees for non-residential (commercial) fire sprinkler lines shall be as prescribed in Section 1502.2 Schedule C of these Rules and Regulations.

303 APPLICATION FOR SERVICE FOR WATER TAPS:

- 303.1 Any individual or developer desiring new or altered service from the District will be required to submit a Commitment Letter Request Form for the parcel(s). Altered service shall include, but not be limited to 1) that water use required for an accessory dwelling or accessory structure, 2) to convert a tap from a smaller annual water allocation to a larger water allocation i.e., from a conservation tap to a conservation plus or standard tap or, 3) when a non-residential building has a proposed change in tenant that will have a change in water use. A commitment request for new or altered water service from the District must be submitted in

writing on the Commitment Letter Request Form with the appropriate fees and the following information included as part of the request:

- A. Name, address, and phone number of the developer and current property owner.
- B. The existing tap number of the property requesting service, if applicable.
- C. Legal description, parcel number, and street address of the property to be served. i.e., Section, Township, Range. (May also include a plat map if available.)
- D. A brief description of the intended use of the water service.
 - 1. Residential to include:
 - I. Type of service (inside use only, conservation, standard, conservation plus, estate, or multifamily).
 - II. Number and size of each type of service.
 - III. Fire flow requirements as requested by the appropriate fire district.
 - 2. Non-residential to include:
 - I. Type of service (irrigation, dairy, manufacturing, etc.).
 - II. Number and size of each type of service.
 - III. Peak flow rate and estimated annual usage for each proposed service.
 - IV. Fire flow requirements as requested by the appropriate fire district.

303.2 The District will evaluate each service and determine how service can be provided to the location requested. The District will consider at a minimum the following criteria when evaluating the request for service.

- A. District Service Area. The location to be served must be within the service boundaries of the District or as negotiated with adjacent water providers and municipalities.
- B. The service requested must not result in decreased water pressure or flows for current customers to the extent that the current customers would have service below District acceptable standards. The developer may be required to provide upgrades to the existing District facilities to mitigate any potential degradation of service to existing customers.

303.3 If the District determines that the proposed project has the potential to degrade the existing service to a level below the District's acceptable standards or is of sufficient size that service requirements should be confirmed by a third party, the District may require the developer to pay for the cost of a detailed engineering hydraulic evaluation of the requested service and any applicable upgrade requirements. The evaluation will be done by an engineering consultant engaged by the District who is familiar with the District's facilities and service area.

303.4 The District will respond to each request for a water service commitment in writing. The response will include a summary of the fees involved current at the time of the commitment letter issuance, water dedication requirements based on

the request, and any requirements for system upgrades necessary to provide the requested service. Fees are subject to change without notice and are not tied to the timing or issuance of the commitment letter.

- A. Fees required for processing of the commitment letter can be refunded, prior to issuance of the commitment letter, if requested in writing by the applicant subject to any reduction in payment for costs incurred by the District to date.
- B. Commitments to serve expire two years from the date issued.
- C. Service will be made available only after all conditions of the commitment letter are met.

303.5 The service request must be in the best interests of the District. If the service request is denied by District staff, the Developer may request that the District Board of Directors review any special situations and approve or deny service to a development found not to be in the best interest of the District. The District Board has the authority to approve or deny service.

304 TAP PURCHASE

- 304.1 Any party desiring water service from the District will be required to meet the requirements of the commitment letter and complete a Property Tap Assignment (Appendix 7), a Domestic Water Agreement (Appendix 8), and pay the respective fees for the tap in order to receive service from the District.
- 304.2 An application for service will not be considered until such time as infrastructure is available for service and all fees are paid in full to the District.
- 304.3 The District Manager or authorized District personnel has the authority to execute the Domestic Water Agreement and Property Tap Assignment forms on behalf of the District. The Board will be given a list of all taps purchased since the last Board meeting for inclusion into the District.
- 304.4 The District will refund the tap fee if requested in writing by the applicant prior to tap installation and subject to any reduction in payment for costs incurred by the District to date.
- 304.5 It is the District's policy that all individual water services are within the boundaries of the District. The specific requirements and procedures for property inclusions are contained in Section 10 (Property Inclusions and Exclusions) to these regulations.
- 304.6 The District may refuse to serve a customer for reasons, including but not limited to, any of the following:
- A. The tap holder is found to be in non-compliance with the District's Rules and Regulations.

- B. The tap holder is delinquent in payments to the District for any services previously provided.

304.7 Individual Tap Fees.

- A. All tap fees will be prescribed in Section 1501.1 (Schedule A-Tap Fees) to these regulations.

305 INSTALLATION AND LOCATION OF METER PITS

305.1 District Supplied Materials Installation

- A. The District, utilizing the tap holder's tap installation fee, will be responsible for all costs of the tap installation and setting the meter, subject to the restrictions contained within these regulations. The costs of installations are meant to include the tapping of the District's mainline, a road crossing if necessary, the District service line from the main line to the meter pit, the piping and accessories in the meter pit, setting the meter, and the cost of all material and labor involved in the installation of the meter pit. In the event the costs of the water meter installation exceed the specified installation charges for that size of meter, the District may require the customer to pay the additional installation charges. The installation fees, by tap size, are itemized in Section 15 (Fee and Rate Schedules).
- B. The meter pit will be located per District Standards and Specifications and shall meet minimum separation from other utilities including from public or individual sanitary sewer service.
- C. The installation of water taps will only be accomplished by District personnel, or those specific agents designated by the District to install water taps. Individual tap holders are not permitted to install any water taps or meters.

305.2 Developer Installed Materials Meter Installation:

- A. The District, utilizing the tap holder's tap installation fee, will be responsible for all costs of the meter installation, subject to the restrictions contained within these regulations. The costs of installation are meant to include the setting of the meter and regulator in the meter pit. The installation fees, by tap size, are itemized in Section 15 (Fee and Rate Schedules).
- B. Developer installations must be approved for service prior to the District setting the meter. Developer installations include the main waterline, the tapping of the District's mainline, the District service line from the main line to the meter pit, the piping, and accessories in the meter pit.
- C. The installation of meters and regulators will only be accomplished by District personnel. Individual tap holders are not permitted to install or

modify any water meters or accessories within the meter pit or as a part of the District service line.

305.3 Requirements for meter installation:

- A. Final Grades are established around the meter pit.
- B. The meter pit and lid are easily accessible, are in good condition, and not damaged.
- C. Lots are clearly marked with the address.
- D. All fees owed to the District are paid in full and water dedication is complete, as applicable, prior to installation.

305.4 The customer is responsible for the following items associated with the installation of a new water tap:

- A. The costs and contracted/professional services associated with an extension of a main water line, if such extension is necessary or identified in the commitment letter, including but not limited to the design of the waterline by a licensed professional engineer; any required easement acquisition and recording; and construction costs and associated inspection fees.
- B. The installation of the Customer Service Line from the point of connection on the downstream side of the water meter pit to the home or business which will be served.

305.5 The schedule for the installation will be determined by the District. Although reasonable efforts will be made by the District to comply with individual tap holder requests, the District will not be bound by these requests.

305.6 Meter Pit, Service Line, and Water Main Location - Tap holder Responsibilities:

- A. The meter pit location shall be readily accessible to the District at all times. It is the tap holder's responsibility to plan and maintain hardscaping and landscape elements of concern such as trees and shrubs to a three-foot radius from the meter pit, a three-foot buffer on either side of the District Service Line, and a ten-foot buffer on either side of the Water Main. Grass landscaping shall be permitted within the referenced areas. The hardscaping and landscape elements of concern shall not interfere with either the maintenance or meter reading of the individual meter or repair to the District Service Line or Water Main. Absolutely no buildings or structures shall be placed within ten feet of a Meter Pit, District Service Line, or Water Main.
- B. In the event the tap holder fails to keep the meter pit, District Service Line, or Water Main accessible as described in Section 305.6 A above, the District has the right to remove and/or trim all restrictions within a three-foot radius of the meter pit, a three-foot buffer on either side of the District Service Line,

or a ten-foot buffer on either side of the Water Main, and the cost to remove such landscaping or hardscaping will be charged to the tap holder.

- C. The District is not responsible for damage to landscape or hardscape as a result of tap holder failure to keep the meter pit, District Service Line, or Water Main accessible as described in Section 305.6 A above, and will not replace, reimburse, or compensate tap holders for landscaping or hardscaping restrictions within a three-foot radius of the meter pit, three-foot buffer on either side of the District Service Line, or a ten-foot buffer on either side of the Water Main.

305.7 The water meter, the external remote readout device (if utilized), and all associated equipment contained within the meter pit are the property of the District and shall not be accessed or altered by anyone other than District authorized personnel. In the event this property is damaged, the District will repair or replace the damaged equipment and if, in the opinion of the District, tap holder deliberately or negligently caused the damage, the repair costs will be billed to the tap holder.

305.8 The tap holder is responsible to ensure that the meter pit location is at final grade and level prior to installation of the meter pit and District Service Line. The District will not be responsible for the expense of meter pit relocation (horizontal or vertical), or hardscape or landscape repair over the District Service Line if required after initial installation due to a change in grade level or conditions.

305.9 A meter pit and District Service Line will only be installed on a property owned by the tap holder or within a public right-of-way, an existing utility easement, or easement dedicated to the District by the property owner, at the expense of the tap holder.

305.10 Relocation of Water Meters.

- A. Relocation of a water meter pit is not allowed, with the following exceptions:
 1. The water meter may be relocated on the same parcel of land being served at the expense of the tap holder, including payment of inspection fees. The tap holder shall engage the services of an insured, District preferred contractor to complete the work. The selected contractor will be responsible for coordinating with the District staff for appropriate construction activities and approvals.
 2. The water meter may be relocated to an adjoining parcel of land that is in the same ownership as the original parcel. The tap holder is responsible for the cost of relocation including payment of inspection fees and shall engage the services of an insured, District preferred contractor to complete the work. The selected contractor will be responsible for coordinating with the District staff for appropriate

construction activities and approvals.

306 REQUIREMENTS AND RESTRICTIONS ON WATER SERVICE The following general requirements and restrictions apply to all water service provided by the District.

- 306.1 The District will use reasonable care and diligence to provide a constant and uninterrupted supply of water for customers. The District will not be responsible if the supply of water shall fail, be interrupted, or become affected through an act of God, the public enemy, by accident, strikes, labor troubles, or any cause beyond the reasonable control of the District.
- 306.2 Interruptions of water service will occur periodically for normal maintenance and for reasons beyond the control of the District. The District will make every effort to minimize the inconvenience to the customers. Advance notification of a service interruption will be made to individual customers whenever possible. Exceptions to this procedure will be handled by the District on a case-by-case basis. Customers having a valid requirement for advance notification of service interruptions should make these requirements known to the District in writing. The District will not reimburse customers for any damages incurred as a result of a service interruption.
- 306.3 Tap holders are not permitted to make any alterations or connections to the District's water distribution system or inside any water meter pit and are subject to discontinued service if such alterations or connections are found. Any connections or alterations to the District's system by anyone other than the District staff is considered illegal and will be handled in the following manner:
 - A. The illegal connection or alteration will be corrected as soon as possible by the District or District authorized personnel at the tap holder's expense.
 - B. The tap holder will be billed a fee for the illegal use of water as well as for the necessary costs associated with making the necessary repairs. The fee for the illegal use of water will be as prescribed in Section 1502.2 Schedule C of the Rules and Regulations.
 - C. The restoration of the tap holder's water service will be considered by the District, providing that all fees and charges have been paid in full by the tap holder involved.

307 BACKFLOW PREVENTION ASSEMBLY REQUIREMENTS AND CROSS CONNECTION

- 307.1 Cross Connections are illegal and will not be permitted within the District.
- 307.2 All taps shall include installation of an approved backflow assembly commensurate with the degree of hazard determined by the District's Backflow Specialist on each service line that is directly connected to the District's water

system.

307.3 Backflow Prevention Assembly Requirements:

- A. All non-residential and multifamily taps including fire lines shall install, maintain, and annually test during the assigned test month a reduced pressure backflow prevention assembly (RP) device or air gap (AG) unless the District Backflow Specialist has verified that no potential for cross connection exists. All backflow assembly testing shall be conducted by a certified tester at the tap holder's expense.
- B. Single family residential tap holders shall install, maintain, and annually test during the assigned test month an approved backflow assembly in each of the following circumstances:
 - 1. Auxiliary water supply such as dual water system for irrigation.
 - 2. Fire suppression system.
 - 3. The premise has materials, chemicals, or other substances introduced or connected to the potable water system that could contaminate the water supply. Examples include but are not limited to:
 - I. chemical feeds on irrigation systems,
 - II. photo processing equipment,
 - III. metal plating.
 - 4. Hydroponic systems.
 - 5. Reclaimed water systems.
 - 6. Greywater systems.
 - 7. Onsite storage tanks.
 - 8. Permanent plumbing to swimming pool, hot tub, etc.
 - 9. Make up supply lines to boiler systems.
 - 10. Hydronic heating and cooling systems.
 - 11. Solar heating systems.
 - 12. Automatic livestock waterers without an air gap.
 - 13. Connections to the water supply system deemed a risk by the District Backflow Specialist.
- C. Consumers that receive water from the District but are billed by another Municipality or agency shall comply with these regulations. Annual backflow assembly test results will be submitted to the billing entity.
- D. Customers on another utility's water system that are billed by the District will submit backflow test results to the District.
- E. Temporary meters are required to have an RP assembly or AG. RP assemblies are to be tested at the time the connection is made by a certified tester unless supplied by the District at the customer's expense or inspected by District personnel.
- F. All assemblies shall be installed within the tap holders potable water system between the service connection and the first branch line leading off the service line, unless it is determined by the specialist to install the assembly at an alternate location for containment protection of in-premise protection.
- G. All required backflow assembly devices shall be inspected and tested by a

Certified Cross Connection Control Technician on an annual basis, during the assigned test month. The results of the tests shall be submitted directly to the District by the Certified Technician within 3 days of testing. The District must be notified within 24 hours of a failed test. Test reports shall include the following information:

1. Assembly or Method information.
 - I. Assembly size.
 - II. Assembly or method type.
 - III. Assembly make, model and serial number.
 - IV. Assembly or method location.
 2. Test date.
 3. Test results (Pass/Fail).
 4. Certified Cross Connection Control Technician Information.
 - I. Certifying agency.
 - II. Certification number.
 - III. Certification expiration.
- H. The Certified Cross Connection Control Technician shall have all equipment used in the testing of backflow prevention devices and assemblies calibrated and checked for accuracy annually. Proof of compliance shall be submitted to the District's Backflow Specialist upon request.
- I. The District or contractors hired by the District are authorized to conduct surveys to identify actual or potential cross connections and/or problems and to establish a program mandated by the State of Colorado to control and eliminate cross connection hazards.
- J. The District Backflow Specialist, authorized District employees, and persons contracted by the District to perform cross-connection inspections and surveys shall have reasonable access to any premises served by the District for the purpose of inspecting, surveying, or testing any connection or potential connection to the public water system. If access is denied, a reduced pressure backflow assembly shall be required to be installed and tested annually during the assigned test month at the service connection to that premises.
- K. In order to protect the District's water system, the District has adopted and accepted several documents, including amendments and accepted revisions, to comply with State regulations.
1. The Colorado Primary Drinking Water Regulations provide authority for cross connection control programs. These regulations mandate public water suppliers to require installation of containment assemblies on all service connections that pose a potential health hazard to the public drinking water.
 2. State and local plumbing codes, as well as local and state health departments regulate backflow prevention requirements after water crosses the service-connection. In Colorado, state and local plumbing codes are based on national standards, such as Uniform Plumbing Codes and the International Plumbing Code.

3. Colorado Department of Public Health & Environment (CDPHE), Water Quality Control Division, Backflow Prevention and Cross-Connection Control Rule Implementation Policy DW-007.
- L. All costs associated with installation, repair, provisions for freeze protection and testing backflow prevention assemblies on a tap holders water system shall be the responsibility of the tap holder.
- M. Non-compliance penalties will be assessed to the tap holder's water bill per Section 1502.2 Schedule C of the District Rules and Regulations. For irrigation taps, the penalty will be assessed for the months of April through October. If the violation continues beyond a reasonable time period, the District may exercise the right to discontinue service to the customer until such time as the service is brought into compliance.
- N. It is the responsibility of the tap holder to correct, eliminate or control any cross connection within 60 days of discovery of the cross connection.
- O. The District is not responsible for the reduction in pressure of flow due to the required installation of a backflow assembly.

307.4 Water Delivery Pressures and Standards:

- A. The Colorado Department of Health requires that public water systems be kept at a minimum pressure of 20 pounds per square inch (psi) and new services below that figure will not be allowed. The District's standard for water pressure at the meter pit is a minimum of 40 psi. Pressures at the point of use along the Customer Service Line are the responsibility of the tap holder and not the responsibility of the District.
- B. **High Pressure and Damages to Customer's Property.** The District operates main distribution lines at pressures in excess of 200 psi. Individual meters may have a regulator such that the customer's delivered pressure targets 70 psi. In the event this regulator fails, the customer may experience high pressure throughout the residence. For this reason, the customer's service line (all material and equipment from the discharge side of the meter yoke) should be designed and installed appropriately. The District will not guarantee that the regulator or any other equipment will not fail, and the District is not responsible for any damage to a customer's property caused by high pressures. Additionally, any metered water lost because of a leak due to high pressure remains the responsibility of the customer.
- C. **Pressure Settings on Regulators.** Tap holders are not permitted to adjust the regulator or accomplish any modifications within the meter pit. A customer experiencing high or low pressure should contact the District offices so District personnel may correct the situation.
- D. Tap holders shall conduct their own pressure and flow tests prior to design and installation to ensure system performance at point of use. The District

will not be responsible for pressure and flow deliveries beyond the meter pit.

308 SERVICE TO MULTIPLE RESIDENCES OR PARCELS

- 308.1 Service from one meter to more than one residence or parcel is not allowed.
- 308.2 Each residential tap shall serve only one single family residence. No additional residence may be connected to any existing water tap.
 - A. The exception to this rule is for service to an accessory dwelling that is located on the same parcel as the primary residence and meets the requirements for an accessory dwelling.
- 308.3 In the event that a tap serving multiple residences is transferred, additional water taps are required to be purchased to serve the multiple residences.
- 308.4 In the event that a parcel is transferred where the servicing tap serves more than one parcel a new water tap shall be purchased for the new ownership.

~ END OF SECTION 3 ~

These Rules and Regulations were revised, accepted, and approved by the Little Thompson Board of Directors on September 5, 1996.

February 5, 2009, Section 304.1, Relocation of Water Meters, June 4, 2009, Section 303.2.

Appendix 2 Domestic Water Agreement, June 4, 2009, Section 305.8 Water Deliver Pressures, June 4, 2009, Section 305.9 High Pressure and Damages to Customer's Property, April 9, 2020, Section 304.1 Appendix 7 Water Tap Application, April 9, 2020, Section 303.2 Appendix 2 Domestic Water Agreement updated to Section 304.1 Appendix 8.

This section was adopted by the Board of Directors in its entirety on April 9, 2020.

These Rules and Regulations were revised, accepted, and approved by the Little Thompson Board of Directors on June 9, 2022.

These Rules and Regulations were revised, accepted, and approved by the Little Thompson Board of Directors on November 16, 2023.

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.6

Staff: Amber Kauffman, District Manager

Subject: Johnstown Intergovernmental Agreement

Staff Recommendation: For Discussion

Discussion:

The Town of Johnstown's Town Manager, Matt LeCerf and I have been working on an Intergovernmental Agreement (IGA) between the Town of Johnstown and Little Thompson Water District. The proposed agreement is intended to replace the existing 2002 IGA and the 2009 IGA. There are some differences, the largest of which is the removal of the 2009 IGA requirement for Johnstown to pay 10 years of revenue from taps located on property that is being annexed into the Town and thereby served by the Town.

Johnstown Council and LTWD Board will be reviewing the IGA this month and the IGA will come back in December for approval. Any recommendations for changes by either party will be outlined at the December meeting.

The existing 2002 IGA and 2009 IGA will be sent as separate documents for board review and comparison.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2023 (“Effective Date”), between the **TOWN OF JOHNSTOWN, COLORADO**, a Colorado municipality, hereinafter referred to as the “Town,” and the **LITTLE THOMPSON WATER DISTRICT**, a special district organized pursuant to Colorado law, hereinafter referred to as the “District.” The Town and the District may individually be referred to as “party” or together as “parties.”

RECITALS

A. WHEREAS, the parties, as separate governmental entities, are authorized and encouraged to enter into intergovernmental agreements for the purpose of providing efficient service to the citizens and residents that the respective governmental entities-serve and represent; and

B. WHEREAS, the Town provides treated water service to customers residing within the boundaries of the Town and to customers outside the boundaries of the Town through facilities and infrastructure that the Town owns and maintains; and

C. WHEREAS, the District provides treated water services to customers in certain portions of Larimer, Weld, and Boulder Counties through facilities and infrastructure that the District owns and maintains;

D. WHEREAS, by the terms hereof, among other purposes, the Town and the District desire to establish procedures for the delivery of water to the other’s customers and water service boundaries to help guide each entity in planning infrastructure and treatment capacity;

E. WHEREAS, on or about October 21, 2002, the Town and the District entered into that certain Intergovernmental Agreement concerning, among other matters, the establishment of emergency and temporary water service (“2002 Agreement”), whose term was extended by action of both the Town and the District on our about August 15, 2002, April 17, 2023 and August x, 2023;

F. WHEREAS, on or about January 21, 2009, the Town and the District entered into that certain Intergovernmental Agreement concerning, among other matters, the designation of water providers for properties within the Town and recognition of revenue lost for transfer of service to properties between the Parties (“2009 Agreement”);

G. WHEREAS, the Town and the District intend that this Agreement shall supersede and replace the 2002 Agreement and the 2009 Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual covenants set forth herein and pursuant to the provisions of Section 29-1-203, Colorado Revised Statutes, the parties agree as follows:

1. Purpose and Authority. By enacting Titles 31 and 32, including, Section 31-35-402(1)(b), C.R.S., and pursuant to Article XIV, Section 18, of the Colorado Constitution, the Colorado General Assembly has:

- (a) determined that the State of Colorado has a valid interest in providing water for its citizens;
- (b) articulated and affirmatively expressed the State of Colorado's policy to allow municipalities and special service districts to provide water by utilizing cooperative agreements and to reduce and eliminate competition in areas where each party is capable of providing service;
- (c) developed a structure to actively supervise municipalities and special districts if the districts and municipalities choose to utilize such agreements; and
- (d) provided that there shall be no overlapping service territories for municipal corporations and/or special districts providing water service.

Taking into consideration the foregoing factors: (i) the parties have established, and desire to continue providing, water service to the other party; (ii) desire to restrict the duplication and overlapping of facilities; and (iii) have the need to undertake long-range planning prior to initiating costly capital expansion programs, which affect the quality and cost of water service.

2. Statement of Intent. The Town and the District agree to act in good faith and to the best of their ability in taking all steps necessary to fully implement the terms of this Agreement for the purposes outlined herein. The Town and the District acknowledge the mutual goal and benefits of continuing the cooperation between the parties that has been established since execution of the 2002 Agreement.

3. Sale and Delivery of Potable Water.

3.01 Emergency Sale of Potable Water.

3.01.1 For purposes of this Agreement, an *emergency* shall mean any occurrence, condition, or event that results in the Town or the District being unable to deliver treated water for use to their customers. Emergency conditions have a finite duration linked to a formal schedule agreed upon by the parties to fix, repair, or replace the root cause of the emergency condition and return the systems to normal service.

3.01.2 During an emergency, the Town is desirous of obtaining water from the District for use by the Town. The Town agrees to pay the District the water rate for such water service as prescribed from time to time by the Board of Directors of the District.

3.01.2 During an emergency, the District is desirous of obtaining water from the Town for use by the District. The District agrees to pay the Town the water rate for such water service as prescribed from time to time by the Town Council of the Town.

3.01.3 The Town Council of the Town and the Board of Directors of the District, at such intervals as each shall deem appropriate, but in any event no less frequently than once each calendar year, shall review the rate for water furnished hereunder and, if warranted, shall revise such rates so that the rates produce revenues that are sufficient, with the revenues from all other sources, to maintain and operate their respective water systems and establish and maintain reasonable reserves. Each party shall provide revised rates to the other party no less than sixty (60) days prior to such revised rates being effective.

3.01.4 Each party shall be responsible for its own system pressure. The party selling water to the other party shall not guarantee any minimum pressure in its delivery, except that such party shall endeavor to guarantee that that pressure will be reasonable to satisfy the purposes of this Agreement.

3.01.5 Provided that neither party shall be liable for loss to the other party resulting from a *force majeure* event (defined below), each party shall endeavor to repair all breaks promptly on their respective water lines.

3.02 *Construction of interconnection facilities.*

3.02.1 The parties agree to determine, by separate agreement, the terms of payment of the cost of any new interconnection of the parties' respective water systems, recognizing generally that the party desiring to purchase water through an interconnection shall be responsible for the cost of payment of the facilities necessitated by the interconnection.

3.02.2 The party desiring any new interconnection (purchasing party) to be able to accept delivery of water from the other party (selling party) shall install such facilities, including the metering vault, meter, valves, and fittings, so that the purchasing party may connect its water facilities to the selling party's system. The parties shall jointly agree upon the design of the main and other facilities prior to the commencement of construction. Unless otherwise agreed at the time of construction, the purchasing party shall construct the main and other facilities at its expense based on the agreed-upon design plans. The selling party shall have a right to observe and inspect the construction at its expense. The purchasing party agrees to grant to or obtain for the selling party such easements on property as are deemed reasonably necessary by the selling party in order to complete the construction of the facilities. The selling party shall provide the design requirements of the metering vault and shall, subsequent to construction, own and maintain the metering vault.

3.02.3 If facilities to construct an interconnection cannot be installed because of a *force majeure* event (defined below), such party shall not be liable therefor or for damages caused thereby.

3.03 *Temporary Transfer of Water Rights.* The party selling water shall notify the party purchasing water in writing, on a monthly basis, of the number of gallons used by the purchasing party. The purchasing party agrees to temporarily transfer to the selling party, without expense to the selling party, the number of acre-feet of Colorado-Big Thompson water rights, held by Northern Colorado Water Conservancy District, Berthoud, Colorado, or such other form of water rights agreeable to the selling party sufficient to provide one hundred fifteen percent (115%) of the number of gallons used by the purchasing party to accommodate the water usage as well as the typical losses through the selling party's treatment and transmission/distribution system. The transfer shall be completed within thirty (30) days of notification by the selling party, except if additional time is required due to no fault of the purchasing party..

4. *Quality of Treated Water and Service.* Each party acknowledges that the other party is capable of providing quality water service at a reasonable cost to the parties' customers located in the parties' respective service areas. Each party acknowledges that it is subject to the same drinking water quality standards as applicable to the other party. Each party agrees that the quality of the treated water delivered to the other party pursuant to the terms of this Agreement shall be in accordance with all federal and state water quality standards.

5. *Service to Overlap Areas; Annexations.*

5.01 Service areas within the District that are also within the Town's defined service area shall be known as "overlap areas." The Town and District agree to the following process for approval of water taps within overlap areas.

Any person or entity requesting water service within an overlap area shall first make the following determination:

1. Is the real property to be provided water service ANNEXED into the Town?
 - a. If yes, the Town is the designated water utility and the requestor must comply with all of the then current requirements for water service from the Town.
2. Is the real property to be provided water service NOT ANNEXED into the Town AND the person or entity requesting water service does not have any present or future plans to request annexation into the Town?
 - a. If yes, the DISTRICT is the designated water utility for that property and the requestor must comply with all of the then current requirements for water service from the District.

- b. In addition, the requestor must send a certified letter to the Town and District indicating their intention NOT to pursue annexation into the Town.
3. Does the real property to be provided water service INTEND TO ANNEX into the Town in the next three (3) years?
 - a. If yes, the parties agree to confer to determine who will serve the property.

Notwithstanding the foregoing, nothing shall prevent either party from providing water service to customers in the other party's service area upon written authorization from, as appropriate, the Town Manager of the Town or the District Manager of the District.

5.02 As capital improvements to the parties' respective distribution systems are constructed, the parties shall endeavor to address the upgrading of the systems in a manner that meets the governing fire district's minimum fire flow and other service requirements for such area.

5.03 The Town and the District shall cooperate to reduce and eliminate overlapping service territories and eliminate duplication of facilities for the service of water.

5.04 The Town and District shall cooperate in the protection of each party's facilities to ensure continued service to each party's customers. Facilities shall include any property or infrastructure that each party respectively owns and operates for its customers or residents. The Town and District recognize the rights associated with the easements that have been acquired by each party and the responsibility to protect infrastructure. These rights shall apply when a development, annexed to the Town, constructs improvements, or is required to dedicate rights-of-way or easements, over the top of District easements or facilities. These rights shall also apply when a development, served by the District, constructs improvements, or is required to dedicate easements, over the top of Town easements and facilities. Nothing in this Agreement shall prevent a party from crossing the other party's facilities situated in an easement, including but not limited to utility pipelines, using best engineering practices nor shall it obligate a party to make infrastructure improvements to the other party's facilities situated in an easement or elsewhere; however, the proposed crossing shall be reviewed and approved by the other party no less than thirty days prior to installation. Each party shall not permit, provide, or allow for change in ground cover over, or conditions around, the other party's facilities that negatively impact the other party's reasonable service of the impacted infrastructure without approval from the impacted party. Such approval of the party whose infrastructure is to be crossed is not to be unreasonably withheld but may require mitigation of adverse condition. The mitigation for the impacted facility shall be completed by the party allowing, permitting or providing for the impact. Such mitigation may include but not be limited to relocation of the facility impacted, purchase and conveyance of property for easements, or other methods, any of which do not provide an enhanced benefit, condition, or capacity to the existing facility. The Parties agree that they will not charge a fee for any crossing as long as the party making the crossing requests the approval of the party being crossed and such crossing is approved with or without mitigation.

5.05 The Town and the District shall cooperate in the design and location of major water facilities of each of the parties to reduce and eliminate duplication of major water facilities (water transmission lines, water tanks and water pumps).

5.06 The Town shall provide notice to the District of any proposed annexation within a reasonable time after the Town's officials become aware of the proposed annexation. The notice shall contain a legal description of the annexation and a map showing the area proposed to be annexed as well as the surrounding area. The map may also indicate locations of natural landmarks and all existing utilities and contain other information pertinent to the annexation. Upon written request of the District, the Town will provide the District a copy of an annexation impact report, if any, furnished to the appropriate County Commissioners pursuant to Section 31-12-108.5, C.R.S. The District shall be given the opportunity to comment in all planning relative to the location of utilities, roads, drainage easements, ditch rights-of-way and utility easements that impact the District facilities. Such opportunity to comment shall be that which is accorded to the District by law. The Town may consider comments provided by the District and will work with the District to the extent possible to reasonably address the comments received but will have no legal or financial obligation to mandate or perform any comments received by the District.

5.07 To the extent possible, the Town and the District shall work to resolve issues and conflicts related to water service infrastructure already installed and maintained by either party at the time of this Agreement when annexation or de-annexation occurs in such a way as to not materially affect the parties.

6. Cooperation.

6.01 The Town and the District agree to continue the cooperative exchange of information to provide operational assistance and emergency aid to the other party.

6.02 If, in the maintenance of their respective water systems and other water systems from which either party may obtain water service, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other party to furnish personnel, materials, tools or equipment for the accomplishment thereof, the party so requested agrees to cooperate with the other party and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of a properly itemized invoice from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance including, but not limited to, an amount not to exceed ten percent (10%) thereof for administrative and general expenses, such costs to be determined on the basis of the then current charges or rates used in the operations of the party rendering the assistance.

6.03 The parties shall promptly take all necessary action to obtain approvals necessary to consummate this Agreement and render to each other such assistance in cooperation as the parties may reasonably request of the other in order to expeditiously carry out the terms and provisions set forth herein.

7 **Prior Agreements.** This Agreement shall supersede and replace the 2002 Agreement and the three extensions to the 2002 Agreement and the 2009 Agreement, which agreements shall be deemed terminated as of the effective date of this Agreement.

8 **Term.** This Agreement shall remain in full force and effect until twenty (20) years from the Effective Date of this Agreement. The Town and District agree, not less than one (1) year prior to the expiration of the Agreement, to jointly review the Agreement for the purpose of considering the advisability of extending, altering or modifying the Agreement. Nothing in this Agreement shall prohibit the parties from modifying this Agreement prior to the expiration of the twenty (20) year term if the parties agree in writing to amendments.

9 **Enforceability.** The parties recognize that there are legal constraints imposed upon the Town and the District by the Constitution, statutes and laws of the State of Colorado and the United States and that, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any of the provisions of the Agreement to the contrary, in no event shall any of the parties exercise any powers or undertake any actions which are prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

10. *Miscellaneous*

10.01 Neither party shall be considered in default with respect to any obligation hereunder if prevented from fulfilling such obligations by reason of a *force majeure* event. For purposes of this Agreement, a *force majeure* event means and includes any cause beyond the reasonable control of the party affected including, but not limited to, failure of facilities, floods, earthquake, storm, lightning, fire, epidemic or riot, civil disturbance, labor disturbance, sabotage, acts of God and restraint by court or public authority which, by due diligence and foresight, such party could not reasonably have been expected to avoid. A party rendered unable to fulfill any obligation by reason of a *force majeure* event shall exercise due diligence to remove such inability with all reasonable dispatch.

10.02 To the extent permitted by law, each party shall defend and hold harmless the other party from any actions or claims for damages or injuries suffered or alleged to be suffered by third parties, arising directly or indirectly from the negligence of such indemnifying party. By such agreement to indemnify and hold each other harmless, neither party waives any defenses and immunities to third parties which it would otherwise be entitled under the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time.

10.03 The parties will act according to the terms of this Agreement and in good faith with respect to its provisions.

10.04 The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement and venue for all actions shall be in Weld County. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

10.05 This Agreement may not be amended or modified except by a subsequent written instrument signed by the parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

10.06 The invalidity or unenforceability of any provisions of this Agreement shall not affect or impair any other provisions.

10.07 The provisions of this Agreement represent the entire and integrated agreement between the Town and the District and supersede all prior negotiations, representations and agreements, whether written or oral.

10.08 The parties agree that the provisions of this Agreement may be specifically enforced in a court of competent jurisdiction, and, to the extent permitted by law, the parties agree that the defaulting party shall pay all costs of such action as actually incurred by the non-defaulting party, including attorney fees.

10.09 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto.

10.10 Wherever herein the singular number is used, the same shall include the plural and neutral gender and shall include the masculine and feminine genders when the context so requires.

10.11 The covenants, agreements, and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and assigns.

10.12 Neither party may assign or transfer all or any party of this Agreement without the prior written consent of the non-assigning party.

10.13 The parties agree that they are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town and the District, their elected officials, employees or agents.

10.14 Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

10.15 All notices, demands or requests required or authorized pursuant to this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail ("email") return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the

intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:
Town of Johnstown
Attn: Matt LeCerf
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

TO THE DISTRICT:
Little Thompson Water District
Attn: District Manager _____
835 East State Highway 56
Berthoud, Colorado 80513
Email: _akauffman@ltwd.org_____

10.16 This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

ATTEST:

LITTLE THOMPSON WATER DISTRICT

By: _____
Amber Kauffman, Secretary

By: _____
Emily McMurtrey, President

Agenda Item Summary

Little Thompson Water District

Date: October 19, 2023

Item: 6.7

Staff: Amber Kauffman, District Manager

Subject: Agreement for Sale and Purchase of One Windy Gap Unit

Staff Recommendation: For approval.

Discussion:

LTWD board approved the bid for the purchase of one unit of unfirmed Windy Gap water from Platte River Power Authority (PRPA) at the August board meeting. Enclosed is the proposed contract for Board review and approval for said Windy Gap unit. The agreement has been reviewed by both parties' legal counsel. The Municipal Subdistrict Board of the Northern Colorado Water Conservancy District (Northern Water) will review the transfer of the unit from PRPA to LTWD at their December 7 board meeting. There is no indication that the Municipal Subdistrict will deny the transfer. Subsequently to the review and likely approval of the transfer, a closing will be arranged for the payment.

**AGREEMENT FOR SALE AND PURCHASE OF
ONE WINDY GAP UNIT**

THIS AGREEMENT FOR SALE AND PURCHASE OF ONE WINDY GAP PROJECT UNIT (“Agreement”), effective _____, is between LITTLE THOMPSON WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the state of Colorado (“Buyer”) and PLATTE RIVER POWER AUTHORITY, a political subdivision of the state of Colorado (“Platte River”). Buyer and Platte River may be referred to individually as a “Party” and together as the “Parties.”

RECITALS

- A. Platte River has an allotment of Windy Gap Units, as defined in Section 1 below; and
- B. Buyer operates a municipal water system within the boundaries of Northern Water (as defined below) and within the boundaries of the Municipal Subdistrict (as defined below); and
- C. Platte River is willing to sell one unfirmed Windy Gap Unit (that is, without storage in the Windy Gap FIRMING Project) in the Windy Gap Project to Buyer, and Buyer wishes to purchase such unfirmed Windy Gap Unit from Platte River, in accordance with the terms and conditions of this Agreement.

AGREEMENT

THE PARTIES AGREE:

- 1. **Definitions.** The following definitions apply in this Agreement:
 - a. “Board” means the Board of Directors of the Municipal Subdistrict.
 - b. “Closing Date” means the date the sale of the Windy Gap Unit closes as described in Paragraph 9.
 - c. “Encumbrances” has the meaning given in Paragraph 2.
 - d. “Municipal Subdistrict” means the Municipal Subdistrict of the Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado.
 - e. “Northern Water” means the Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado.
 - f. “Windy Gap FIRMING Project” or “FIRMING Project” means the water storage project being developed by the Windy Gap FIRMING Project Water Activity Enterprise for storing water produced by the Windy Gap Project, defined below.

- g. “Windy Gap Project” means the water diversion and storage project, including the Windy Gap Reservoir, pumping plant, pipeline, water rights and associated works, that is operated by the Municipal Subdistrict under various agreements with participants.
- h. “Windy Gap Unit” means an unfirmed unit of Windy Gap Water, as defined below, that is currently owned by Platte River and that Buyer agrees to purchase from Platte River under this Agreement, together with:
 - 1. all rights, privileges, credits, and benefits attributable to the Windy Gap Unit, and
 - 2. a pro rata share, based on the number of Windy Gap Units, of Platte River’s interests in all amounts, monies, proceeds or funds held by or for the benefit of the Municipal Subdistrict, including but not limited to the operation and maintenance fund and any other funds established for the Windy Gap Project by the Municipal Subdistrict.

One unit of Windy Gap Water equals 1/480th of the annual yield of the Windy Gap Project.

- i. “Windy Gap Water” means the quantity of water acquired and obtained by the Municipal Subdistrict from the development and construction of the Windy Gap Project under applicable state law, and which the Municipal Subdistrict introduces into the Windy Gap Project system either directly or by exchange and which is or will be deliverable to the Municipal Subdistrict through the Windy Gap Project works, including the works of the Windy Gap Firming Project.

2. Sale of Windy Gap Unit. Effective on the Closing Date, Platte River will sell Buyer the Windy Gap Unit free and clear of all encumbrances, including but not limited to prior preemptive rights to purchase, assessments, leases or other pending sales agreements or rights of first refusal (“Encumbrances”) under the following terms and conditions. The Windy Gap Unit does not include any associated storage rights in the Windy Gap Firming Project.

- a. **Purchase Price.** Buyer will pay Platte River the sum of \$4,500,000 for the Windy Gap Unit (“Purchase Price”), based on \$4,500,000 per unit.
- b. **Continuing Obligations.** As of the Closing Date, Buyer assumes and is solely responsible for all of Platte River’s continuing obligations due and owing on the Windy Gap Unit.

3. Payment Terms. Buyer will pay the full Purchase Price to Platte River on the Closing Date.

4. Conditions Precedent and Contingencies. Platte River’s obligation to sell, and Buyer’s obligation to purchase, the Windy Gap Unit are contingent upon the following conditions precedent:

- a. Municipal Subdistrict approval of Buyer’s inclusion in the Municipal Subdistrict (unless Buyer is, as of the Closing Date, already part of the Municipal Subdistrict);
- b. Buyer’s acquisition of financing sufficient to pay the Purchase Price;

- c. Buyer's submittal of documentation, acceptable to the Municipal Subdistrict, of its tax-exempt status;
- d. Municipal Subdistrict Board approval of Platte River's application to amend its allotment contract with the Municipal Subdistrict pursuant to an application, agreement and order in substantially the form of the documents attached to this Agreement as Attachment A, or such other documents provided by the Municipal Subdistrict and approved by the Parties;
- e. Municipal Subdistrict Board approval of the transfer of the Windy Gap Unit to Buyer, and execution of an allotment contract between the Municipal Subdistrict and Buyer for the Windy Gap Unit through a petition and order generally consistent with the examples attached to this Agreement as Attachment B, or other form acceptable to the Municipal Subdistrict, or such other documents provided by the Municipal Subdistrict and approved by the Parties; and
- f. The waiver or refusal of all four of Platte River's member communities under any right of first refusal or similar right that may exist related to the Windy Gap Unit (which Platte River confirms, as of the effective date of this Agreement, has occurred).

If any of these conditions precedent is not satisfied on or before March 31, 2024 and the Parties do not extend this deadline in writing, this Agreement will automatically terminate; each Party will be released from all rights and obligations under this Agreement.

5. Further Assurances. Platte River and Buyer will take all commercially reasonable actions necessary to secure the release of the Windy Gap Unit from the allotment contract between the Municipal Subdistrict and Platte River, obtain Board approval of the transfer of the Windy Gap Unit to Buyer and obtain any other necessary approvals required to facilitate the sale of the Windy Gap Unit to Buyer.

6. Warranty to Title. Platte River represents and warrants that, as of the Closing Date, title to the Windy Gap Unit shall be free and clear of all Encumbrances. This warranty survives the closing of this transaction and the Municipal Subdistrict's transfer of the Windy Gap Unit from Platte River to Buyer.

7. No Other Warranty. Platte River does not make any express or implied warranties or representations concerning the quality or the quantity of water that will be yielded from the Windy Gap Unit, any Windy Gap Water's suitability for intended uses, or the Municipal Subdistrict's approval of the sale. It is the Buyer's responsibility to understand the use and yield of Windy Gap Water allotment contracts, and all applicable Municipal Subdistrict requirements, policies and procedures. By their nature, unfirmed Windy Gap Units on their own may not yield any water in a given year.

8. Transfer Fees. Buyer will pay any transfer fees charged by the Municipal Subdistrict and Northern Water for issuance of an allotment contract between the Municipal Subdistrict and Buyer to effect the transfer of the Windy Gap Unit to Buyer.

9. Closing. Closing will occur at a place and time mutually agreeable to the Parties within six days of satisfaction of all conditions precedent and contingencies in Paragraph 4 of this Agreement, but no later than March 31, 2024, unless extended in writing by the Parties. At closing,

Buyer will pay Platte River the Purchase Price for the Windy Gap Unit, and the Parties will execute and deliver the documents required to complete the transfer of the Windy Gap Unit from Platte River to Buyer.

10. Default/Disputes. If either Party defaults in performing any obligation under this Agreement, the other Party must give written notice of the default by mailing or hand delivery to the defaulting Party. If the default is not cured within 28 days after delivery of the notice, the non-defaulting Party has the right to pursue whatever remedies are available under this Agreement and Colorado law including, but not limited to, specific performance.

11. Notice. Written notices required under this Agreement must be directed to the following addresses. Notices will be considered received when hand-delivered or three days after being sent by certified mail, return receipt requested.

If to Platte River: Platte River Power Authority
 c/o Fuels & Water Manager
 2000 East Horsetooth Road
 Fort Collins, Colorado 80525

With a copy to: General Counsel
 Contract Administration
 Platte River Power Authority
 2000 East Horsetooth Road
 Fort Collins, Colorado 80525

If to Buyer: Amber Kauffman
 Little Thompson Water District
 835 E. US Highway 56
 Berthoud, Colorado 80513

Other general correspondence between the Parties related to Agreement implementation may be delivered to the recipients listed above or by email as listed below, unless either Party notifies the other that email correspondence is not acceptable.

Platte River: Contract Administration
 contractadmin@prpa.org

 Fuels & Water Manager
 banksh@prpa.org

Buyer: Amber Kauffman
 akauffman@ltwd.org

12. Entire Agreement. This Agreement, including its attachments, contains the entire agreement of the Parties and supersedes all prior and contemporaneous oral and written agreements or communications concerning its subject matter. In case of any conflict between the terms of this Agreement and any related documents, the order of precedence is: (a) this Agreement, (b) any attachments to this Agreement, (c) any other terms authorized representatives of both Parties agree to in writing.

13. **No Partnership.** This Agreement does not create an agency, partnership or joint venture relationship between Platte River and Buyer or any other party. Platte River is not responsible for the debts or obligations of Buyer or any other party.
14. **Restriction on Assignment.** Buyer may not assign this Agreement or any rights conferred by this Agreement without Platte River's prior written consent.
15. **Amendment.** This Agreement may be amended only by a written instrument that specifically refers to this Agreement and is signed by authorized representatives of both Parties.
16. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement remain valid.
17. **Governing Law; Venue.** This Agreement is governed by the laws of the state of Colorado (exclusive of choice-of-law principles), and venue for any litigation related to this Agreement will be Larimer County, Colorado.
18. **Governmental Immunity.** Nothing in this Agreement waives any immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., or of any other defenses, immunities, and limitations of liability available by law to Platte River or Little Thompson Water District. Platte River and Little Thompson Water District are subject to the Colorado Open Records Act, C.R.S. §§24-72-201, et. seq., and any information provided to Platte River or Little Thompson Water District may be made public if required by law.
19. **Headings.** Headings used in this Agreement are for convenience and do not affect the meaning or interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

LITTLE THOMPSON WATER DISTRICT

By: _____

Title: _____

ATTEST:

PLATTE RIVER POWER AUTHORITY

By: _____

Title: _____

ATTEST:

ATTACHMENT A

**MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT**

**PLATTE RIVER POWER AUTHORITY’S APPLICATION FOR AMENDMENT TO WATER
ALLOTMENT CONTRACT TO REDUCE ALLOTMENT BY ONE (1) UNIT**

WHEREAS, the Platte River Power Authority, a political subdivision of the State of Colorado (“Platte River”), currently holds an allotment of 110 Units of Subdistrict Water pursuant to Order of the Board of Directors of Municipal Subdistrict, Northern Colorado Water Conservancy District, dated July 11, 1975, as subsequently revised by Orders of the Board (collectively the “Allotment Contract”); and

WHEREAS, Platte River has determined that it has no present need for the beneficial use of one (1) Unit of such Subdistrict Water allotment and has entered into a contract to transfer one (1) Unit of such allotment to Little Thompson Water District, which is a Quasi Municipal Corporation and a political subdivision of the State of Colorado, and

WHEREAS, there are currently no bonds or other outstanding indebtedness related to the Windy Gap Project, except for ongoing operation and maintenance expenses, and upon closing, Little Thompson Water District has agreed to assume all continuing obligations related to the one (1) Unit to be transferred.

NOW THEREFORE, Platte River hereby applies for and requests that its Allotment Contract be amended to reduce its allotment of Subdistrict Water Units by one (1) Unit, and that it be released from any further obligations with respect to the one (1) Unit transferred to Little Thompson Water District. All other terms and conditions of the Allotment Contract shall remain unchanged and in full force and effect.

Respectfully submitted this _____ day of _____, 2023.

PLATTE RIVER POWER AUTHORITY

By: _____

ATTEST:

By: _____

ATTACHMENT A (CONTINUED)

**ORDER OF MUNICIPAL SUBDISTRICT
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ON PLATTE RIVER POWER AUTHORITY’S APPLICATION TO AMEND WATER
ALLOTMENT CONTRACT TO REDUCE ALLOTMENT BY ONE (1) UNIT**

Upon the Application of the Platte River Power Authority (“Platte River”), and after considering said Petition as required by law at a regular meeting held on _____, 2023, the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District (Subdistrict) hereby orders that:

The Application is GRANTED.

The allotment of one (1) Unit of Subdistrict Water of Platte River is hereby transferred, and Platte River’s Allotment Contract is hereby AMENDED to reduce its allotment of Subdistrict Water by one (1) Unit. Platte River is hereby released from any further obligations with respect to the one (1) Unit transferred. All other terms and conditions of Platte River’s Allotment Contract shall be unchanged and remain in full force and effect.

Dated: _____, 2023

**MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER
CONSERVANCY DISTRICT**

W.A. Emslie, President

ATTEST:

Bradley D. Wind, Secretary

ATTACHMENT B

**MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
LITTLE THOMPSON WATER DISTRICT'S
APPLICATION FOR AMENDMENT TO
WINDY GAP PROJECT WATER ALLOTMENT CONTRACT
TO INCREASE ALLOTMENT BY ONE (1) UNIT**

WHEREAS, Little Thompson Water District, is a Quasi Municipal Corporation and a political subdivision of the State of Colorado (hereinafter "Petitioner"), which obtained an allotment contract of nineteen (19) Units of Subdistrict Water pursuant to Orders of the Board of Directors of Municipal Subdistrict, Northern Colorado Water Conservancy District ("Board") dated February 13, 2015, June 8, 2017, and January 10, 2019, (the "Allotment Contract"); and

WHEREAS, Petitioner has agreed to purchase one (1) Unit of Subdistrict Water from Platte River Power Authority, a political subdivision of the State of Colorado ("Platte River"), which obtained an allotment of Units of Subdistrict Water pursuant to Order of the Board dated July 11, 1975, as amended by subsequent Order of the Board; and

WHEREAS, Petitioner agrees to assume all continuing obligations related to the one (1) Unit to be transferred by Platte River, and Platte River has concurrently herewith applied to the Board to amend its allotment contract to decrease its allotment by the number of Units transferred to Petitioner.

NOW THEREFORE, Petitioner hereby requests that its Allotment Contract be amended to increase its allotment of Subdistrict Water Units by one (1) Unit, to twenty (20) Units. All other terms and conditions of the Allotment Contract shall remain unchanged and in full force and effect.

Respectfully Submitted: _____, 2023.

LITTLE THOMPSON WATER DISTRICT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ATTACHMENT B (CONTINUED)

**ORDER OF MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER CONSERVANCY DISTRICT,
ON LITTLE THOMPSON WATER DISTRICT'S APPLICATION FOR AMENDMENT TO
WINDY GAP PROJECT WATER ALLOTMENT CONTRACT TO INCREASE
ALLOTMENT BY ONE (1) UNIT**

Upon the Application of Little Thompson Water District, which is a Quasi Municipal Corporation and a political subdivision of the State of Colorado ("Petitioner"), and after considering said Application as required by law at a regular meeting held on _____, 2023, the Board of Directors of the Municipal Subdistrict, Northern Colorado Water Conservancy District ("Subdistrict") hereby orders that:

The Petition is GRANTED.

Petitioner's Allotment Contract is hereby AMENDED to increase its allotment of Subdistrict Water by one (1) Unit, to twenty (20) Units. Petitioner hereby assumes any and all continuing obligations related to the one (1) Unit transferred to Petitioner by this Order. All other terms and conditions of Petitioner's Allotment Contract shall be unchanged and remain in full force and effect.

Dated: _____, 2023.

DISTRICT

**MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER CONSERVANCY**

W.A. Emslie, President

ATTEST:

Bradley D. Wind, Secretary

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.8

Staff: Amber Kauffman, District Manager

Subject: Carter Lake Filter Plant (CLFP)

Staff Recommendation: Informational Only

Discussion:

The November CLFP board packet and, under separate cover, the CLFP revised budget were both forwarded to the LTWD board on Friday, November 3. The board met on Wednesday, November 8. Any discussion items of note will be presented to the board at the LTWD board meeting.

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 6.9

Staff: Amber Kauffman, District Manager

Subject: St. Vrain Water Authority (SVWA)

Staff Recommendation: Informational only

Discussion:

The November SVWA board packet was not received in time for inclusion into this board packet but will be forwarded when it is received. The SVWA board meeting will be held Monday, November 13 and any additional information or discussion will be relayed at the LTWD board meeting.

Agenda Item Summary
Little Thompson Water District

Date: November 16, 2023

Item: 6.10 Public Hearing Action Item

Staff: Judy O'Malley, Administrative Assistant

Subject: LTWD Larimer County Exclusions – Resolution 2023-31

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

Discussion: The 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 2023-31

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: James & Lynn Graziano
Parcel Number: 9415312006
Property Address: 905 Wilshire Dr., Berthoud, CO 80513
Legal Description: LOT 6, BLK 5, VILLAGE AT MATTHEWS FARM, THE, BER (20030061830)COUNTY OF LARIMER, STATE OF COLORADO
- Property Owner: Medical Center of the Rockies
Parcel Number: 8510229901
Property Address: 2500 Rocky Mountain Ave., Loveland, CO 80538
Legal Description: LOT 1, BLOCK 1, TWIN PEAKS 2ND, LOV (20080016692); LESS ROW 20190005049, COUNTY OF LARIMER, STATE OF COLORADO
- Property Owner: Poudre Valley Health Care, Inc.
Parcel Number: 8510000003
Property Address: 2527 NW Frontage Rd., Loveland, CO 80538
Legal Description: NW 10-5-68; LOV, LESS 8.6 AC HWY, LESS 1232-78, 98092095, 99036246; LESS ROW 20180053472, COUNTY OF LARIMER, STATE OF COLORADO
- Property Owner: Poudre Valley Health Care, Inc.
Parcel Number: 8510227005
Property Address: 2098 Rocky Mountain Ave., Loveland, CO 80538
Legal Description: LOT 5, BLOCK 1, TWIN PEAKS 1ST LOV (20050013662), COUNTY OF LARIMER, STATE OF COLORADO
- Property Owner: Poudre Valley Health Care, Inc.
Parcel Number: 8510228002
Property Address: N/A
Legal Description: OUTLOT B, TWIN PEAKS 1ST LOV (20050013662), COUNTY OF LARIMER, STATE OF COLORADO
- Property Owner: Poudre Valley Health Care, Inc.
Parcel Number: 8510229006
Property Address: N/A
Legal Description: LOT 6, BLOCK 1, TWIN PEAKS 2ND, LOV (20080016692), COUNTY OF LARIMER, STATE OF COLORADO
- Property Owner: Poudre Valley Health Care, Inc.
Parcel Number: 8510323004
Property Address: 2028 Rocky Mountain Ave., Loveland, CO 80538
Legal Description: LOT 4, BLOCK 1, TWIN PEAKS 1ST LOV (20050013662), COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Poudre Valley Health Care, Inc.
 Parcel Number: 8510335001
 Property Address: N/A
 Legal Description: LOT 1, BLOCK 1, MCWHINNEY EIGHTEENTH SUB, LOV (20150050819), COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Poudre Valley Health Care, Inc.
 Parcel Number: 8510336003
 Property Address: N/A
 Legal Description: LOT 3, BLOCK 2, MCWHINNEY EIGHTEENTH SUB, LOV (20150050819); LESS POR FOR ROW PER DED @ 20180026636, COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Poudre Valley Health Care, Inc.
 Parcel Number: 8510337001
 Property Address: N/A
 Legal Description: OUTLOT A, MCWHINNEY EIGHTEENTH SUB, LOV (20150050819); LESS POR FOR ROW PER DED @ 20180026636, COUNTY OF LARIMER, STATE OF COLORADO

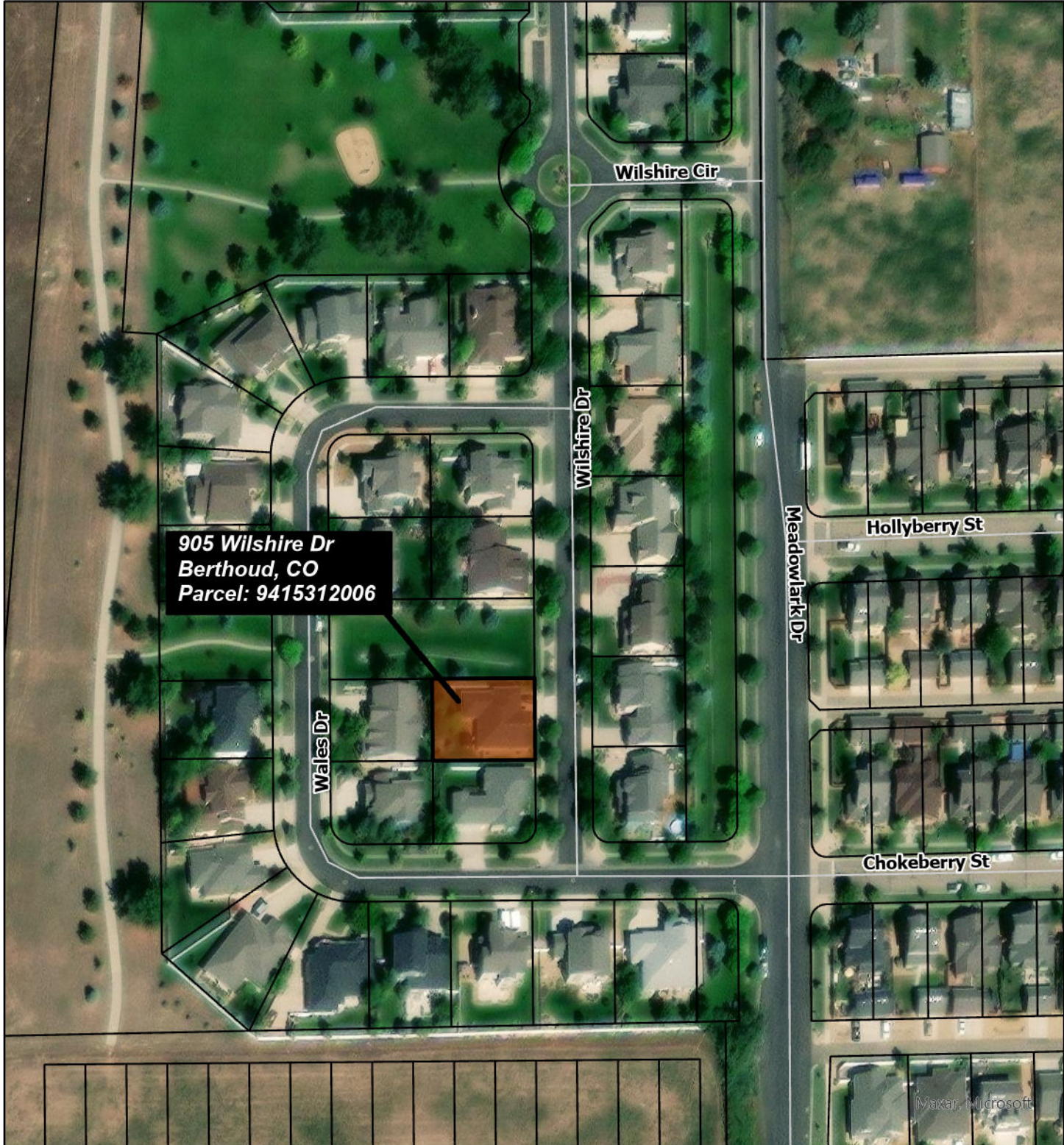
for the exclusion of their properties from said District. It is resolved that the President and Secretary of the District do any and all things necessary to exclude such properties from the District."

"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 November 16, 2023."

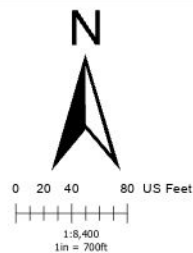
 President

Attest: _____
 Secretary

[SEAL]



LTWD EXCLUSION: JAMES & LYNN GRAZIANO

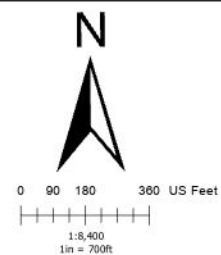


This map is for display purposes only and is not survey accurate.
Do not use for legal conveyance.
Map printed 11/2023.



**2500 Rocky Mountain Ave
 Loveland, CO
 Parcel: 8510229901**

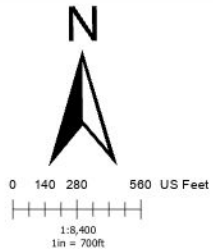
LTWD EXCLUSION: MEDICAL CENTER OF THE ROCKIES



This map is for display purposes only and is not survey accurate.
 Do not use for legal conveyance.
 Map printed 11/10/23.



LTWD EXCLUSION: POUDRE VALLEY HEALTH CARE INC



This map is for display purposes only and is not survey accurate.
Do not use for legal conveyance.
Map printed 11/2023.

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 7.1

Staff: Amber Kauffman, District Manager

Subject: Manager's Report

Staff Recommendation: Informational Only

Discussion:

District Activities:

On October 23 Kimley-Horn, a consulting engineering firm, came to the office and gave a presentation on the two main types of concrete tanks to consider for our future water tank on Markum Hill (AT&T Hill). The presentation was attended by engineering and operations staff.

On October 24 staff from Horrocks and LTWD gathered for a kickoff meeting for the native water conveyance projects that we call H² and RFO. They will be collecting survey data and title data to assist in determining the best path for the two pipelines and they will also start

On October 30 representatives from CDOT, Mead and LTWD met (virtually) to ensure coordination with CDOT's widening of I-25 and Mead's evaluation of an additional interchange at Weld County Road 38. Both projects have potential to impact LTWD's property for the Markum Hill Tank and for easements LTWD has been acquiring for the Brookfield/Barefoot pipeline. The meeting was helpful for all to understand what activity is going on in that direct area.

Jake and I met with the City of Loveland on October 30 to review service area for a proposed development north of State Highway 60 that falls in both of our proposed service areas. The meeting was a great time to talk about issues relevant to both entities and clarify review of proposals that are submitted by Loveland to LTWD.

I had lunch with Helen Migchelbrink, town manager for Mead, on November 8. We discussed relationships between the two agencies, current development projects, future development projects, and upcoming plans by other agencies for road construction that could provide opportunities for utility corridor's for LTWD and challenges for existing water infrastructure.

District Holiday Lunch will be had November 17 at The Boot Bar and Grill. We will close the office around 11:30 for staff to get to the lunch.

I will be attending the NoCo Water Alliance Meeting on November 17.

I am working with Milliken to identify customers on their waterline to transfer to the Town, which will result in an amended IGA.

Anticipated December Board Meeting Topics:

Wildrock biannual check in

Impact of Dry Up requirements for native shares

Review of 2023 Goals

2024 Goals

District Manager Review

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 7.2 Business Manager's Report

Staff: Angela Diekhoff-Business Manager

Subject: October Board Meeting, Business Manager Report.

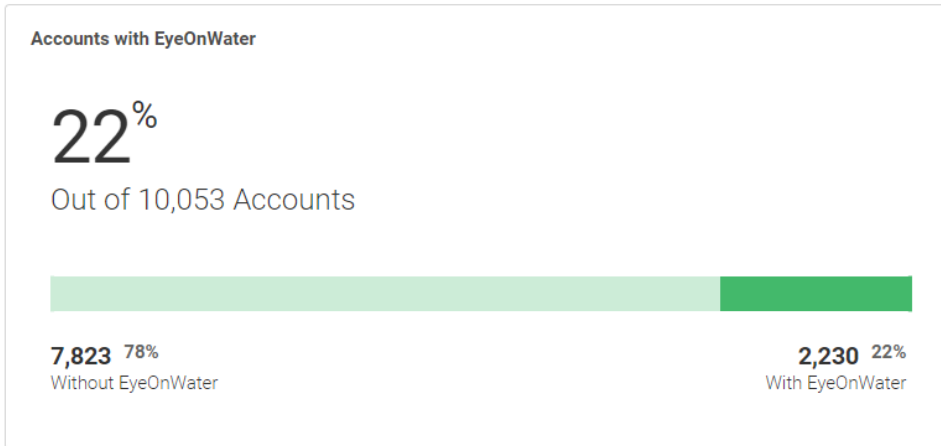
Staff Recommendation: For Information.

Discussion:

Board:

- Holiday Board Dinner: looking for some dates that would work for the group in January. If you could look at your calendar and Judy will send out a poll to see what works for the group.
 - Thursdays
 - 1/4/2024
 - 1/25/2024
 - Fridays
 - 1/5/2024
 - 1/12/2024
 - 1/19/2024
 - 1/26/2024

Eye on Water:



Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

Item: 7.3 District Engineer Report

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

Subject: November Board Meeting, Engineering Report.

Staff Recommendation: For Information.

Discussion:

COMMITMENT TO SERVE REQUESTS: 3 new tap requests for October bringing the 2023 total to 64. (2022 TOTAL: 5011).

2023 CAPITAL PROJECTS *FUNDED BY BOND PROCEEDS	PROJECT STATUS	BUDGETS TOTAL / 2022 / SPENT TO DATE
*NORTHEAST TRANSMISSION LINE (#70-137-00000)	LTWD staff has become actively involved with CR Land Services to speed up the easement acquisition process.	\$5,400,000 / \$1,300,000 / \$525,032
*TWIN MOUNDS 5 MILLION GALLON (MG) TANK REHAB (#70-138-00000)	The rehabilitation project is complete. The tank is empty and will remain offline for the winter. Total project costs are final and as shown.	\$1,650,000 / \$825,000 / \$2,523,909
*LOVELAND / CAMPION CONVERSION PROJECT #1 (#70-139-00000)	Construction is progressing well along South Garfield Ave, between WCR 16 and 42 nd St. SE.	\$1,520,000 / \$1,520,000 / \$691,023
COUNTY ROAD IMPROVEMENTS (#70-100-00000)	Ongoing budget item driven by County Road improvement projects.	\$200,000 / \$200,000 / \$66,971
SCADA IMPROVEMENTS (#70-103-00000)	A system wide inventory and needs assessment has been completed by Hebert Instrumentation. Equipment replacement is in progress.	\$200,000 / \$200,000 / \$79,429
SMALL LINE IMPROVEMENTS (#70-121-00000)	Ongoing budget item to replace various small waterlines.	\$75,000 / \$75,000 / \$54,010
54 BRIDGE WATERLINE RELOCATION (#70-142-00000) (PASS THROUGH #1128)	Construction is underway with target completion by Thanksgiving,	\$732,000 / \$732,000 / \$59,180
DRY CREEK FLOATING PHOTOVOLTAIC FEASIBILITY STUDY (#70-143-00000)	The firm 1998 and Co., an affiliate of Burns and McDonald, has been chosen for the project, Final contract negotiations are in progress.	\$35,000 / \$35,000 / \$0
WATER SYSTEM MASTER PLAN UPDATE (#53-400-00000)	LTWD staff data gathering is substantially complete and will be provided to the consultant the week of 11/13.	\$150,000 / \$75,000 / \$5,266
RAW WATER INFRASTRUCTURE (#73-105-00000)	A project kickoff meeting with Horrocks Engineers occurred on 10/24 and both the H2 and RFO projects are underway.	TBD / \$400,000 / \$28,398
3RD AND WELKER – MEAD (#70-147-00000)	Vault relocation design is progressing and currently 80 percent complete.	\$1,320,000 / \$1,320,000 / \$94,425
LARIMER COUNTY ROAD (LCR) 8 AND 21 WATERLINE (#70-148-00000)	Construction is complete. Final payment has been made. And total project costs are as shown.	\$300,000 / \$300,000 / \$298,783
BUCKHORN TANK MIXING SYSTEM STUDY (#70-146-00000)	Project deferred to 2024 due to staff workload.	\$40,000 / \$40,000 / \$0
TWIN MOUNDS PASSIVE MIXING SYSTEM (#70-145-00000)	Project deferred to 2024 due to staff workload.	\$227,000 / \$227,000 / \$0
BOTTERILL / LTWD SYSTEM MODS. (#70-149-00000)	Final coordination attempts with the railroad continue with no response.	\$100,000 / \$100,000 / \$5,000

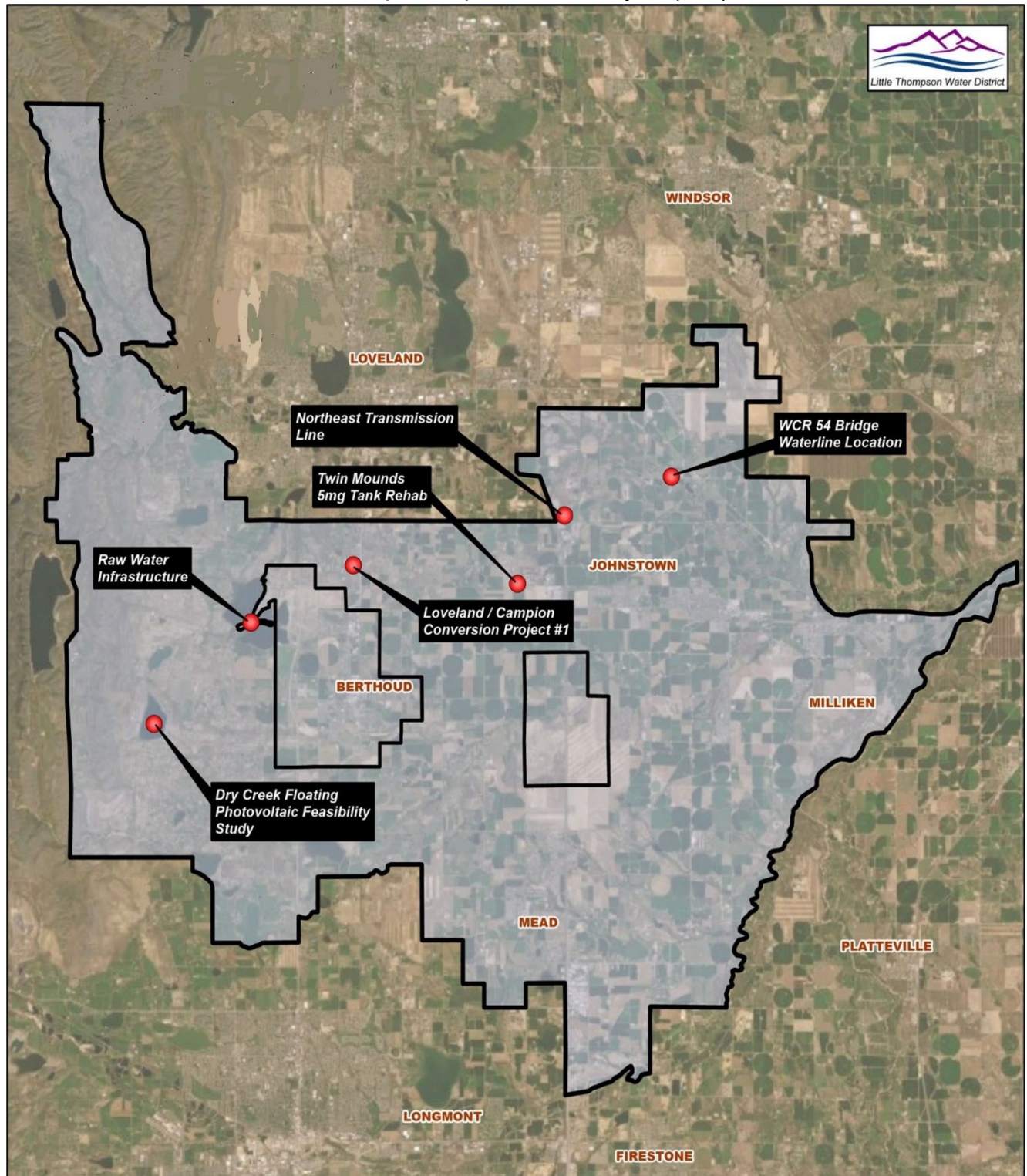
New Development Projects: No new development projects for October.

Active Development Name	Lots / type of development	Status
Barefoot Lakes Filing 6	193 Residential	Phase 1A final acceptance issued.
Range View Estates	75 Residential	Final acceptance is pending.
Home Depot Distribution Center	Industrial/Commercial	Final acceptance pending.
Horizon Hills Offsite	Offsite 16-inch waterline	Final acceptance pending.
Red Barn	457 Residential	Initial acceptance issued, final acceptance issued for select portions.
Elevation 25 (Formerly Mann Farms)	7 Commercial	Initial acceptance issued.
Horizon Hills	269 Residential (modular)	Under construction.
Gopher Gulch RV Park	145 RV spaces	Under construction.
QuikTrip	1 Commercial I	Under construction
Barefoot Offsite Ronald Reagan Phase 3	Offsite for Residential	Under construction.
Mountain View Estates	3 Lot Residential	Design approved
Hawks Ridge Subdivision	120 Residential plus commercial	Design approved. No recent activity.
Mead Place	313 Residential, Multifamily and Commercial	Design approved. No recent activity.
Waterfront	1,800 Residential plus Commercial	In final design. No recent activity.
Meadow Ridge	958 Single Family Equivalent (SFE) - Residential and Commercial	In final design.
Club Carwash	1 Commercial	In design
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	Project from 2016 becoming active.
Raterink Lot 2	1 Commercial	Becoming active
Grand Meadow (aka Douthit)	400 Residential	No current activity.
Turion - Revised	3,660 Residential plus commercial - total buildout.	No current activity.
Schulz Property	Single Industrial Lot	Beginning entitlement process with Mead. Commitment letter issued. No recent activity
Lemmon Family Trust Conservation	45 Residential Lots	Commitment letter issued. Beginning entitlement process with Larimer County.
Flying J Truckstop	1 Commercial	Beginning entitlement process with Mead

OTHER ENGINEERING DEPARTMENT ACTIVITIES

1. Engineering staff remain fully allocated with referrals, development projects, capital improvement projects and the water court change case.
2. Design coordination with CDOT for their I-25 Segment 5 Improvement Project (Hwy. 66 to Hwy. 56) is ramping up quickly. LTWD and CWCWD infrastructure will be impacted and will likely require significant staff time beginning now with design and following through construction.
3. Discussions continue with Brookfield for construction of the West I-25 Transmission line and funding of the required oversizing. Easement acquisition is complete except for final negotiations with two property owners, which are in progress.

2023 LTWD Capital Improvement Project (CIP) Locations



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

Agenda Item Summary

Little Thompson Water District

Date: November 16, 2023

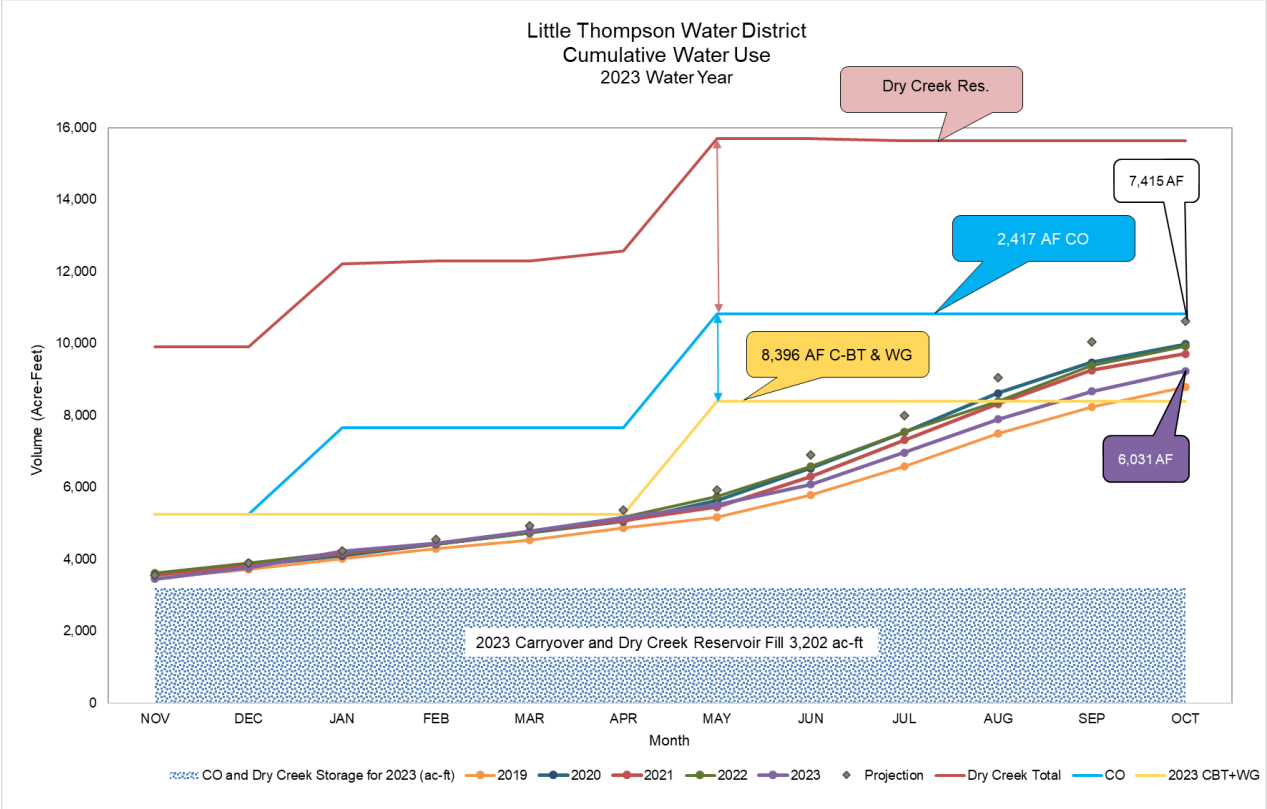
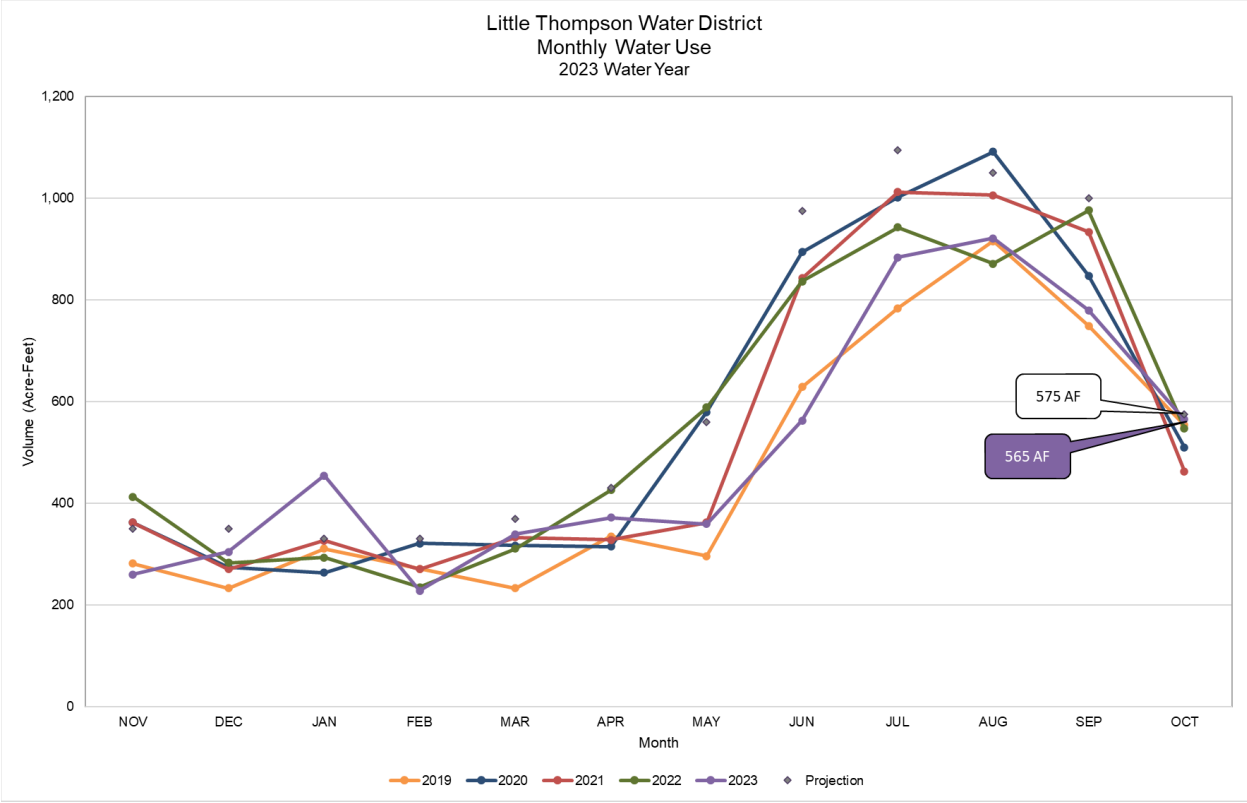
Item: 7.4 Water Resources Managers Report

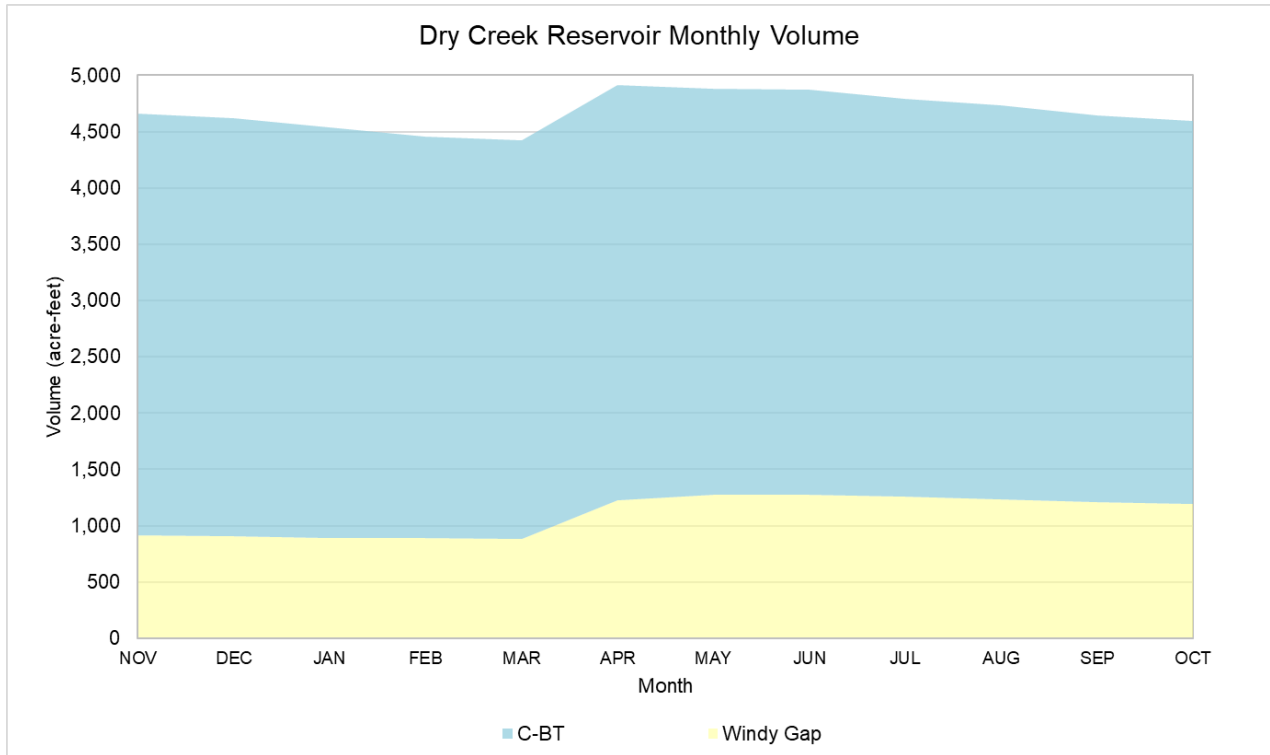
Staff: Amanda Hoff, Water Resources Administrator and Nancy Koch, Water Resources Manager

Subject: October Water Use

Staff Recommendation: Information Only







Water Court Change Cases Updates

Home Supply	Handy	Johnstown	Firestone	Handy Welch Enlargement
Review disclosures from Johnstown case	Catlin filed, awaiting comments	Prepare 2 nd Round Disclosures	Review Motions to Dismiss	Review Comment to District's questions

2023 100% of appt. filled!

Slow the Flow

FREE SPRINKLER EVALUATION!
Limited number of appointments

Water Efficiency

Awarded a Grant for 2024!

Lawn Replacement
Upgrade to a waterwise yard!

Ditch your thirsty grass for a beautiful, low-water garden!

STEP 1

REMOVE LAWN

Pick out your discounts, get approved, remove lawn yourself or hire us.

STEP 2

REPLACE WITH PLANTS

Save water with a FREE Garden In A Box.

STEP 3

INCREASE BIODIVERSITY

Support pollinators and create habitat by transforming your landscape!

Agenda Item Summary

Little Thompson Water District

Date: November 1, 2023

Item: 7.5

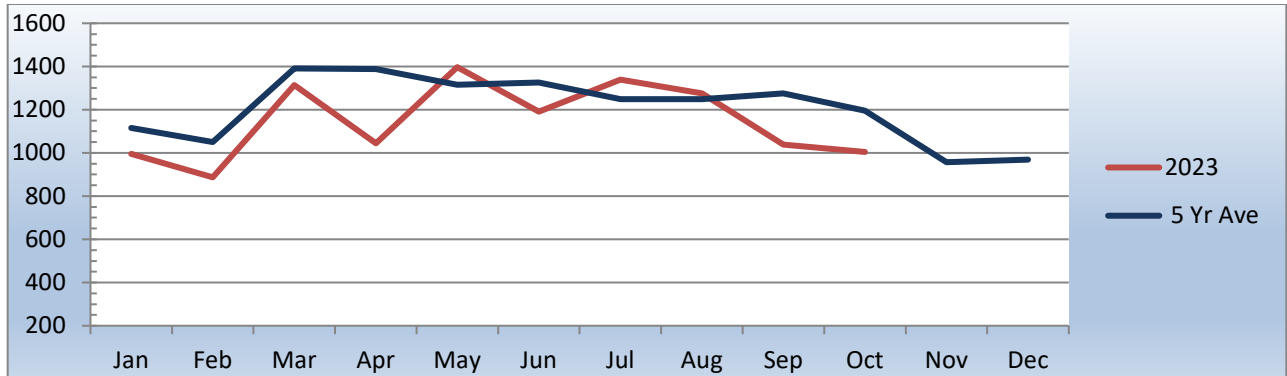
Staff: Ken Lambrecht, Operations Manager

Subject: Operations and Water Quality Report

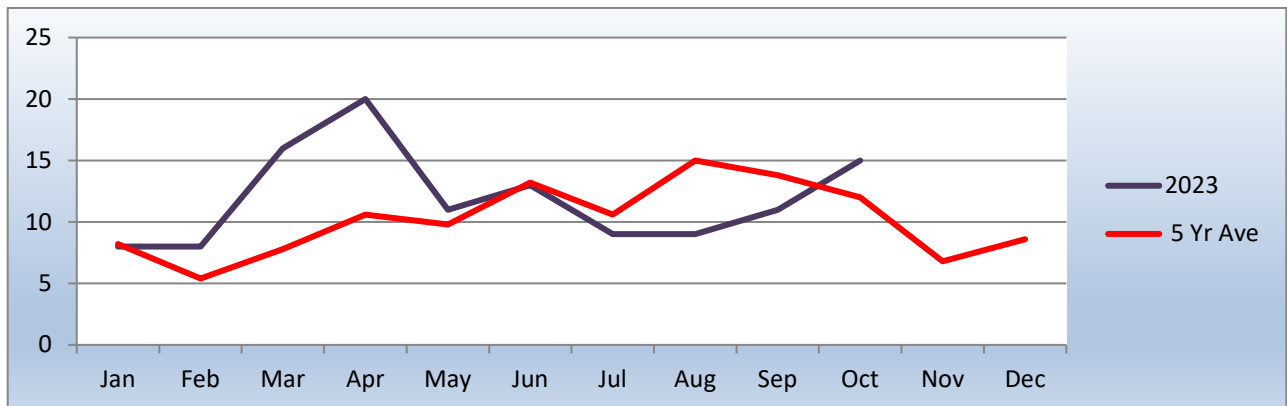
Staff Recommendation: For Informational Purposes

Discussion: Information for the Board of Directors

Locate Requests:



Leak Repairs:



Monthly Water Quality Report:

Monthly Water Quality Samples:

Monthly Total Coliform samples were within acceptable parameters.

Customer Taste & Odor Work Orders:

Created Date	Service Order Number	Service Address	City	Description
10/05/2023	22317	WINDRIFT LN	BERTHOUD	Cloudy Dirty
Customer is getting a black sediment in chicken cage water. Flushed main 1hr, CHL 1.2, pH 7.3, homeowner will flush house, will call back if happens again.				
10/19/2023	22409	HAMES CT	LOVELAND	Cloudy Dirty
Water quality: Getting blue sand like texture out of faucets. Customer also has a whole house filter. Can we collect water from meter pit to verify if coming from LTWD or not? Installed wrong House filter and was plugging up the system.				

Project Updates and Notes:

Fire Alarm System:

Installation is complete.

Pending Final Inspection and Approval on November 7,

Telemetry Upgrades:

Antenna Installation began October 31, 2023.

Valve Exercising:

6,098 valves have been exercised out of a total of 6,511.

