

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



Little Thompson Water District

District Manager:
Amber Kauffman, PE
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Regular Board Meeting Agenda August 11, 2022 - 5:00 P.M.

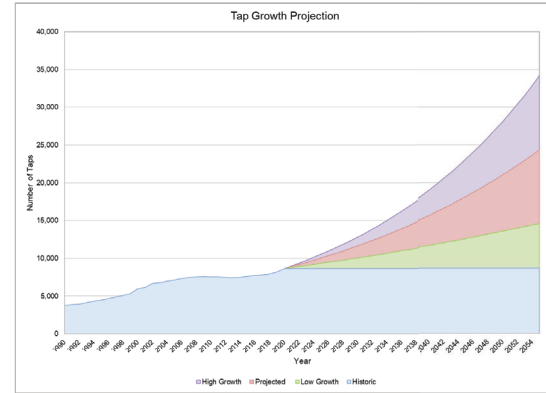
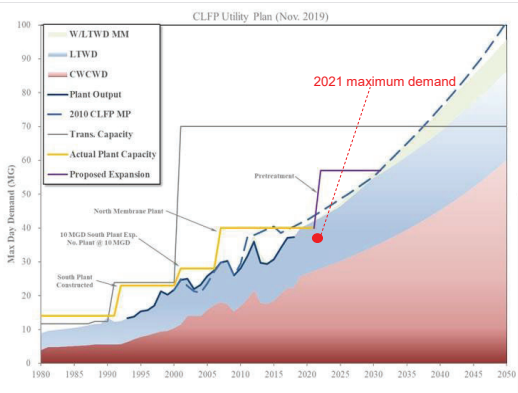
1. Call to Order - *Pledge of Allegiance*
2. Roll Call:
3. Agenda Review: Executive Session is recommended per C.R.S. 24-6-402 (4) (f) to discuss personnel matters.
4. Public Comment on Non-Agenda Items:
5. Consent Items:
 - 5.1. Minutes of the July 14, 2022, Regular Board Meeting..... Page 4
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 - 5.3. July 2022 Disbursements Report..... Page 17
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6. Discussion Items:
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 - 6.4. Windy Gap Firming Project Page 33
 - 6.5. Public Hearing: Action Item: Motion to Approve: Page 36
Resolution No. 2022-22 Larimer County Exclusions
Resolution No. 2022-23 Weld County Exclusions
 - 6.6. 2023 Budget Objectives..... Page 41
 - 6.7. First Amendment to the 2002 Town of Johnstown IGA Page 42
 - 6.8. LPWD-LTWD Memorandum of Understanding..... Page 62
7. Staff Reports:
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 - 7.2. Business Manager’s Report..... Page 67
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 - 7.5. Operations Manager’s Report and Water Quality Update..... Page 76
8. Director Reports:
9. Executive Session per C.R.S. 24-6-402 (4) (f) to discuss personnel matters.
10. Adjournment.

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



2018 Strategic Plan Priority Summary:

1. Second use water
2. Dry Creek expand / treatment / hydro / recreation
3. Mead / Longs Peak service area
4. Limited water resources
5. Technology – Beacon meters
6. Age / type of infrastructure
7. Heavy competition for water
8. Windy Gap water opportunities
9. Good financial condition
10. Reliability of system
11. Boom and bust planning
12. More storage
13. Longer term financial planning
14. Dependence on C-BT (Colorado River)
15. Appropriate staffing levels

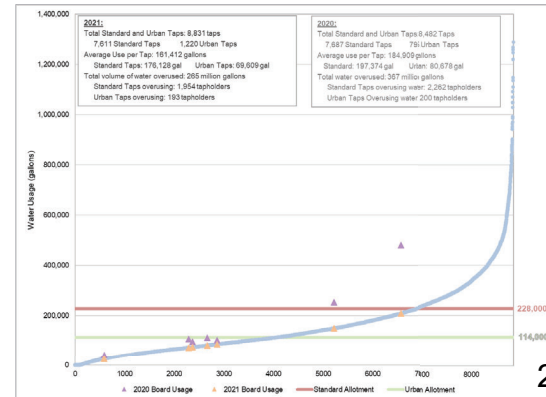
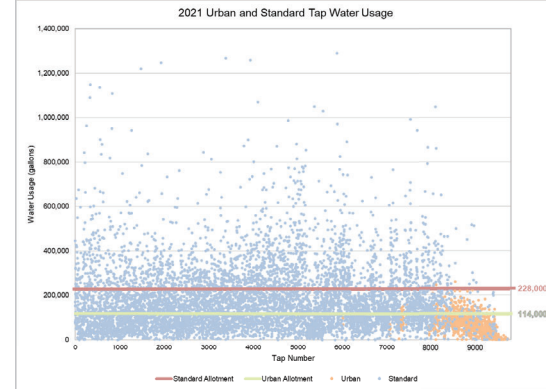
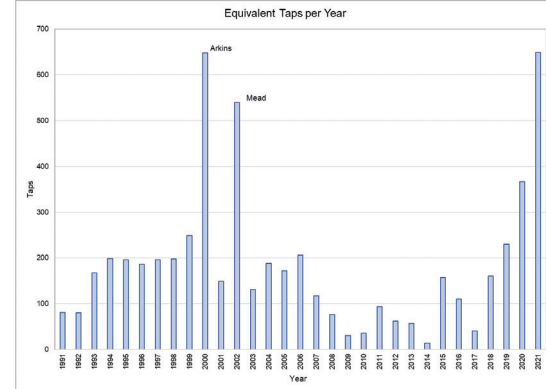
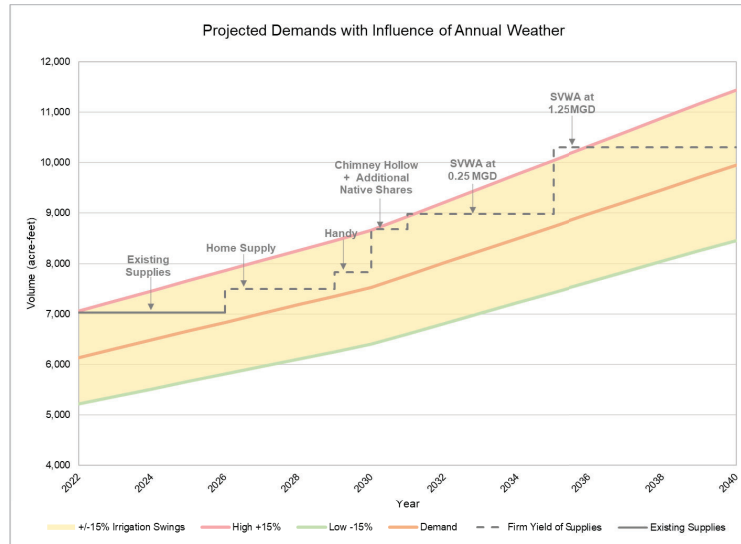
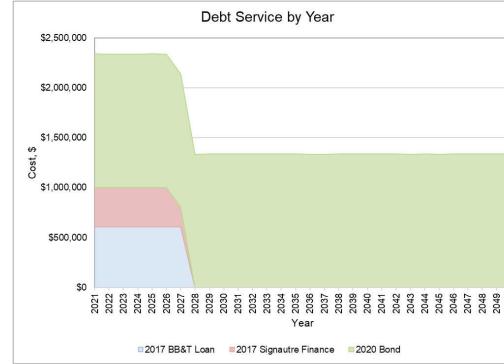
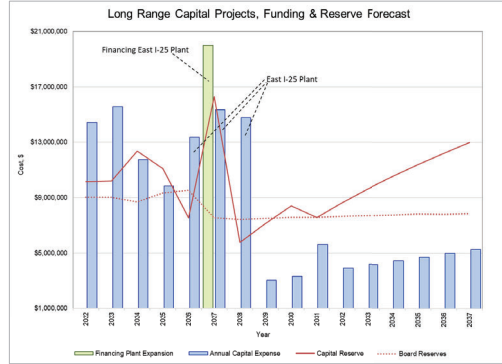


Capital Projects & Equipment - District	2022 Budget
County Rd Improvements	\$ 200,000
Service Connection Expense	\$ 201,600
Telemetry Improvements	\$ 200,000
Small Line Improvements	\$ 75,000
West 1st Street-Bond	\$ 400,000
Non-Potable System Study	\$ 45,000
Northeast Transmission Line-Bond	\$ 3,000,000
5MG Twin Mounds Tank Coating-Bond	\$ 825,000
Loveland/Campion Conversion Project 1-Bond	\$ 1,520,000
54 Bridge-Waterline Relocation	\$ 732,600
Dry Creek Feasibility for Floating Photovoltaic	\$ 35,000
Buckhorn Pump Station VFD's & Pumps	\$ 42,000
Vehicle Replacement Program	\$ 90,000
Office Furniture & Equip (includes software)	\$ 10,000
Misc Equipment	\$ 39,000
Operations Equipment Expense	\$ 55,000
Water Rights CBT	\$ 700,000
Water Rights Other	\$ 1,050,000
Water Rights Adjudication-Engineering	\$ 300,000
Water Rights Adjudication-Legal	\$ 200,000
Raw Water Infrastructure	\$ 950,000

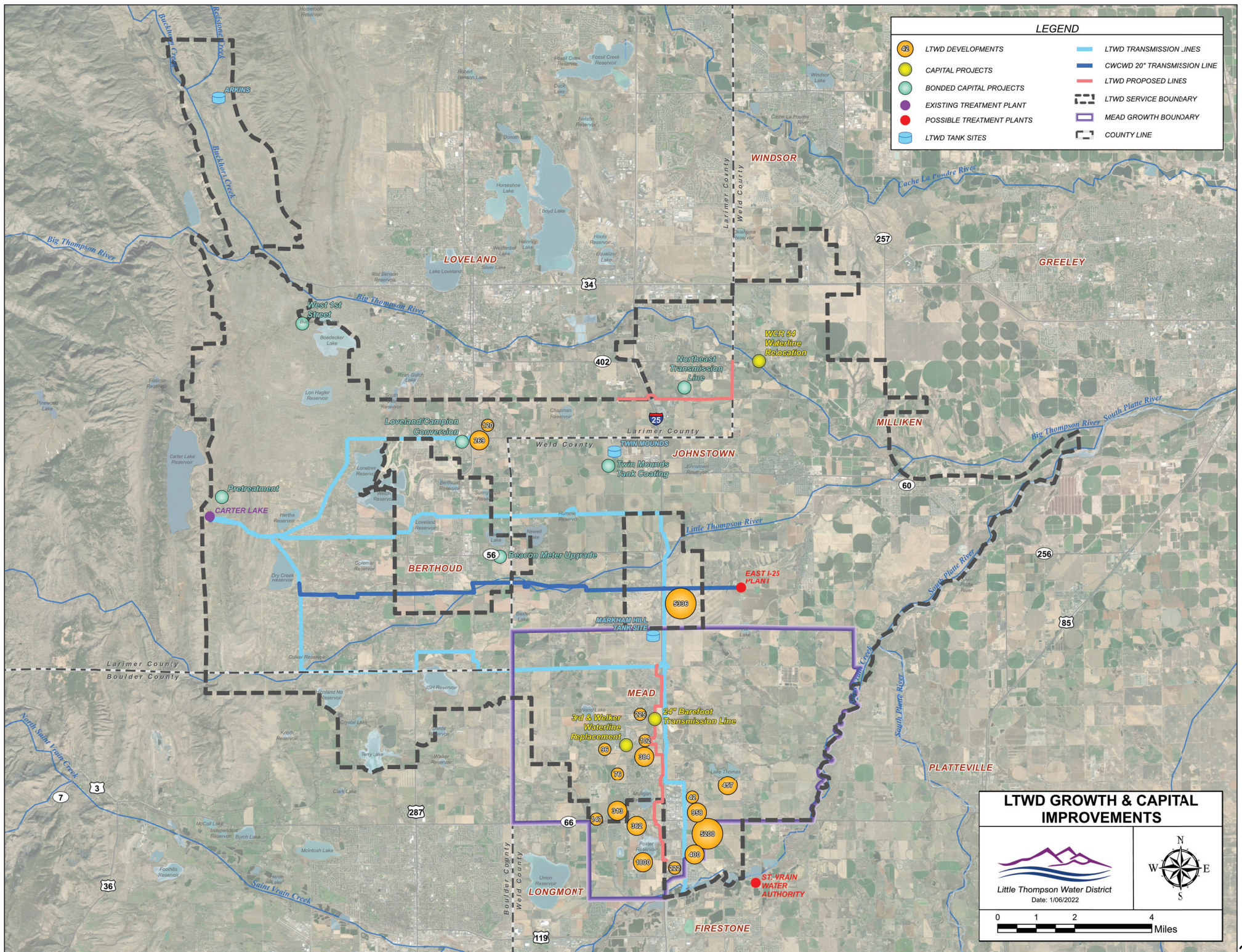
Capital Projects & Equipment - Joint	2022 Budget
Pretreatment Design-Bond	\$ 1,100,000
Pretreatment Construction-Bond	\$ 2,000,000

Long Term Future Capital Projects
West I-25 Transmission Line
Raw Water Infrastructure Needs
Campion Line Project 2
Markham Hill Storage Tank
Alps Waterline Replacement
Lebsack Lane Waterline Replacement
Additional Treatment Capacity

Little Thompson Water District 2021 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	0.5	2,637.0
C-BT Class C Variable Quota Units	5504	0.7	3,852.8
C-BT Class D Griep Farm Units	100	0.5	50.0
Windy Gap Units Firmed by 3K AF Dry Creek Reservoir storage	19	40.0	760.0
Windy Gap Units Firmed Assuming Chimney Hollow Reservoir is Online	12	0.0	0.0
Windy Gap Units Firmed Assuming Chimney Hollow Reservoir is Online and 3K AF Firmed storage in Dry Creek Reservoir	7	0.0	0.0
			7,299.8
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	79.75	3.5	279.1
Handy Ditch Company	54.7	2.5	136.8
			415.9



UPDATED 1/6/2022



LTWD GROWTH & CAPITAL IMPROVEMENTS

Little Thompson Water District
Date: 1/06/2022

Agenda Item Summary

Little Thompson Water District

Date: August 14, 2022

Item: 5.1

Staff: Amber Kauffman, District Manager

Subject: Minutes of the July 14, 2022, 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, July 14, 2022. Attendance was as follows:

Board of Directors:

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

Staff in Attendance:

Amber Kauffman, District Manager
Angela Diekhoff, Business Manager
Brad E. Eaton, District Engineer
Nancy Koch, Water Resources Manager
Ken Lambrecht, Operations Manager
Holly Suess, Customer Service
Supervisor/Conservation Specialist
Amanda Hoff, Water Resources Administrator
Judy O'Malley, Recording Secretary

Other Attendees:

Josh Cook, P.E. of NoCo Engineering
Bob Reed, Consultant to NoCo Engineering
Clayton Orback, Little Thompson Water District Engineering Business Support Level II
Rhett Scott, Little Thompson Water District Locates Crew

CALL TO ORDER

Board President Emily McMurtrey called the meeting to order at 5:31 p.m. followed by the recitation of the *Pledge of Allegiance*.

ROLL CALL

It was moved by Director Bill Szmyd, seconded by Director Larry Brandt, to excuse the absence of Director James Walker. Motion carried unanimously.

Roll call was taken. All other Directors were present.

AGENDA REVIEW

There were no changes to the agenda.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

It was moved by Director Ed Martens, seconded by Director Ryan Heiland, to approve the Consent Agenda, including:

- **Minutes of the June 9, 2022, Regular Board Meeting,**
- **Tap List 678,**

- **June 2022 Disbursements in the amount \$1,247,479.13:**
 - ❖ **Operating Account: \$943,701.04:**
 - ACH Manual Check Numbers 3851 to 3919 – \$527,658.86,
 - Check Numbers 10764 to 10803 – \$416,042.18,
 - ❖ **Payroll Account: (Two Bi-weekly payroll periods in June) for \$303,778.09:**
 - ACH Transmittal Vouchers O-2182 to O-2193 – \$157,076.35,
 - ACH Direct Deposit Numbers N-11727 to N-11801 – \$146,701.74,
- **June 2022 Financial Report.**

Motion carried unanimously.

DISCUSSION ITEMS

Carter Lake Filter Plant (CLFP):

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

- **July 4 Outage:**
 - ❖ The afternoon of July 4 a Programmable Logic Controller (PLC) in the South Plant went down due to a digital output card failure.
 - ❖ The outage was short-lived as the plant had one backup card that was used to replace the failed one.
 - ❖ The lead time for a new card is January 2023.
 - ❖ CLFP Manager Rick Whittet, Central Weld County Water District Manager Stan Linker, and Ms. Kauffman are concerned about availability of parts and the age of the controls system.
 - ❖ Two of the three controls consultants the plant uses were on vacation.
- **Dry Creek Reservoir Water:**
 - ❖ CLFP started using Dry Creek Reservoir water on July 6.
 - ❖ Methyl-Isoborneol (MIB) and Geosmin levels were uncharacteristically low at the end of June.
 - ❖ CLFP planned to test weekly through the City of Loveland (Loveland) lab.
 - ❖ Water quality in Dry Creek is higher in the following categories as compared to Carter Lake:
 - sulfate, alkalinity, conductivity, pH, and hardness.
 - ❖ Discussion returned to using copper sulfate to reduce the algae issues and thereby reduce the MIB/Geosmin levels.
 - Ms. Kauffman asked Mr. Whittet and Josh Cook, P.E. of NoCo Engineering, to do some research on options and to let everyone know how they would like to move forward.
 - ❖ Subsequent to the start of pumping, on July 7, 2022, the surge tank faulted, and pumping stopped.
 - Pumping was scheduled to resume on July 12, 2022.
- **5 Million Gallon (MG) Concrete Tank:**
 - ❖ The final structural report came in for the concrete tank.
 - ❖ The report did not identify any structural issues but did identify some maintenance items.
 - ❖ Scheduling a thorough condition assessment by a qualified precast concrete tank specialty contractor was recommended.
 - ❖ The report also recommended regular inspection and documentation of cracks, inlet and outlet pipes, roof repair conditions, roof railing and ladders.

- ❖ Separately the 5 MG concrete tank needs a new doghouse over the valve for the inlet on the tank.
- ❖ The existing structure does not allow easy access and use of the valve.
- ❖ Mr. Whittet requested a quote for the doghouse and received one for \$18,744.
- Pretreatment:
 - ❖ Mr. Cook presented his Dissolved Air Flotation (DAF) pilot system report to the group at the CLFP Board Meeting on Wednesday, July 13, 2022. Mr. Cook, along with Bob Reed, presented the report to the District Board at their meeting on Thursday, July 14, 2022.
 - The objectives of the pilot program were to:
 - ◇ Improve overall finished water quality.
 - ◇ Increase production of the South Plant, and if possible, increase production at the North Plant.
 - ◇ Increase run times of the mixed-media filters at the South Plant, and increase run times, and clean-in-place intervals, on the membrane modules at the North Plant.
 - ◇ Increase removal of total organic carbon (TOC), which will lower the disinfection byproduct (DBP) levels.
 - ❖ Mr. Cook and Mr. Reed reviewed the operation of a DAF system, the results of the pilot test, and answered questions from the Board Members.
 - ❖ Mr. Cook's recommendation was to construct a 30 Million Gallon a Day (MGD) DAF pretreatment plant with three trains of 10 MGD each.

Discussion followed regarding how the DAF system will help increase water production, as well as the need to determine where a second treatment plant should be constructed.

St. Vrain Water Authority (SVWA):

District Manager Kauffman presented the following information to the Board:

- SVWA had a board meeting on June 13, 2022, and a subsequent meeting June 17, 2022.
- The July 11, 2022, meeting was cancelled.
- Following is a summary of the meeting on June 13, 2022, and email update on construction from David Lindsay:
 - ❖ The SVWA Board reviewed and adopted purchasing policies to give direction for the procurement of goods and services for SVWA Staff and Board.
 - ❖ The SVWA Board also reviewed work orders for CorKat for firewall purchases, laptop purchases, and low voltage wiring.
 - The firewall purchases work order was not approved and was deferred to a special meeting that was held on June 17, 2022, due to duplicative information from a prior work order.
 - The other two work orders were reviewed and approved unanimously.
 - ❖ The SVWA Board had an update on the website, vendor account set up, and building and site security.
 - The SVWA Board decided to request CorKat provide a work order to address site security.
 - ❖ The SVWA Board decided to continue to have meetings at the Town Hall instead of the plant due to access issues.

- ❖ Most of the SVWA vendor accounts have been set up.
 - SVWA Staff are waiting on a few W-9 forms.
- ❖ SVWA is paying taxes on materials as the State has not issued the tax-exempt ID.
- ❖ The update on the construction of the plant is as follows:
 - The SVWA facility will need a temporary certificate of occupancy (CO) in order to allow delivery of chemicals.
 - ◇ The fire department is requiring this temporary CO.
 - The SVWA facility is near completion with mid-August being the current target.
 - Startup will take four to six weeks.
 - ◇ Delivery of treated water is now not expected until the end of September at the earliest.
 - Permanent power is at the building, they were previously working on temporary power service.
 - The exterior work that remains are the controls for the injection pump/well.
 - The Authority was issued the letter from the Environmental Protection Agency (EPA) allowing injection.

President McMurtrey called for a break at 6:55 p.m. The meeting resumed at 7:08 p.m.

Windy Gap Firing Project (WGFP):

District Manager Kauffman presented the following information to the Board:

- **Colorado River Connectivity Channel (CRCC):**
 - ❖ The National Resources Conservation Services (NRCS) is obtaining official approval signatures for their design review of the project.
 - After the design review is complicated full funding will be in place for the current budget.
 - ❖ The NRCS is funding approximately 54% of the total project costs.
 - ❖ Northern Water Conservancy District (Northern) has issued an early construction work notice to proceed.
 - ❖ Due to the delay from NRCS it is likely the work will extend into 2023 and add cost to the project.
- **Chimney Hollow:**
 - ❖ The project continues to fall within the early completion schedule.
 - This means the critical path items are on schedule.
 - ❖ The general excavation of the dam resulted in more than budgeted rock excavation and less than anticipated general excavation.
 - This has caused an overall budget overrun of \$5 to \$10 million (M).
 - The contingency fund was originally \$49 M, but the delays and current change orders have left approximately \$26 M prior to dealing with the rock overrun issues.
 - ❖ The dam excavation is 70% complete.
 - The quarry and aggregate processing plant are ready to begin producing aggregate for the asphalt and for the dam embankment.
 - ❖ The downstream portal construction has approximately 200 feet (ft) of the 600 ft completed.

- ❖ The Bald Mountain Tunnel connection valve was to be installed on July 6.
- ❖ The valve house foundation and floor construction is underway.
- ❖ The project hosted a community day for the neighbors to air any issues regarding the construction.
 - The event was well attended and there were very few complaints.
 - The anticipated traffic issues appear to not be a problem.
- **WGFP Enhancement Donor Fund Advisory Committee:**
 - ❖ The Advisory Committee met on May 20, 2022.
 - ❖ The meeting produced progress on the establishment of criteria for funding of projects.
 - ❖ There is no clear way to engage the participants in the review process in a timely manner but Northern will continue to define how this can be accomplished.
- **WGFP Mitigation Enhancements:**
 - ❖ The Nutrient Reduction Plan was submitted to the Bureau of Reclamation on June 30 for their review.
 - ❖ There are several ideas that Northern has to assist in mitigating nutrient loading into the three lakes system (Grand Lake, Shadow Mountain Lake, and Granby Lake).
 - ❖ Northern is hoping to have a feasibility level cost estimate for improvements to wastewater plants to assist in the nutrient reduction by the end of the year.

Action Item: Motion to Approve: Resolutions 2022-19, 2022-20, 2022-21 Inclusions and Exclusions:

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

It was moved by Director Heiland, seconded by Director Szmyd, to adopt Resolution 2022-19 Inclusions (1270 Boston LLC, Brace, Craig, Foster), Resolution 2022-20 Inclusions (Boyer, Calhoun, Collazo, Hovey, Orr/Vergara), and Resolution 2022-21 Exclusions (Ague, Ryan Gulch Ranch LLC). Motion carried unanimously.

Request to Fund Improvements at Larimer County Road (LCR) 8 and LCR 21:

District Engineer Brad E. Eaton presented the following information to the Board:

- **Project Background:**
 - ❖ Larimer County has recently announced plans to reconstruct the intersection of LCR 8 & LCR 21 with a traffic circle (roundabout) intending to improve intersection safety.
 - The large and increasing number of accidents at this intersection has motivated the County to pursue a very aggressive schedule
 - Their desire to begin reconstruction of the intersection is as early as this fall.
 - ❖ Utility owners in the area are being required to relocate their infrastructure as soon as possible.

- ❖ The District's infrastructure at this intersection is predominantly asbestos cement (AC) pipe dating back to 1964.
 - The District has 6-inch AC waterlines on the north, south and west, along with a relatively new (2017) PVC waterline to the east.
 - In addition, a small 1 and 1/2-inch waterline currently serves five homes to the west.
- ❖ The best solution would be to replace the aging AC waterlines, along with transferring the existing five services to a suitable mainline.
 - With the current escalated costs for materials and labor, full replacement costs could reach \$500,000 - \$600,000.
- ❖ Staff is evaluating various options on how best to move forward which may include:
 - Do nothing with the exception of removing the existing fire hydrant on the northwest corner of the intersection.
 - Leave the existing AC mainlines in place, relocate the existing fire hydrant, relocate various valves to a more suitable location and transfer the existing five residential services to the adjacent 6-inch AC main.
 - Full replacement of approximately 2,200 ft of existing 6-inch AC mainline, along with the transfer of the existing five services to a new main.
- ❖ Staff has engaged a consultant to prepare design documents, beginning with a budget level cost estimate to aid in the decision process regarding how best to proceed.
 - The consultant will not proceed beyond the cost estimate if full replacement is not the chosen option.
- **Staff Request:**
 - ❖ The reconstruction of the subject intersection by Larimer County was unknown until recently and therefore not budgeted for 2022.
 - ❖ It is prudent to consider replacement of aging AC infrastructure when opportunities arise.
 - Traffic circles pose unique challenges with valve placement and access, access for repairs, along with additional concrete and landscaping features inherent to a traffic circle, making future waterline repairs substantially more expensive.
 - ❖ Staff requests Board approval to allocate funds up to \$600,000 for District infrastructure improvements at the subject intersection, as deemed warranted by Staff through the evaluation of various project options including full replacement.

Following discussion, **it was moved by Director Heiland, seconded by President McMurtrey, to authorize Staff to budget up to \$600,000 to be able to choose the best option for the project. The motion failed with three aye votes and three nay votes.**

Following further discussion, **it was moved by Director Steve Brandenburg, seconded by Director Szymd, to budget for the second option of only replacing as much District equipment as is required. The motion passed with four aye votes.**

Over-User Contact Letters:

Business Manager Angela Diekhoff presented the following information to the Board:

- Samples of letters that District Conservation Specialist Holly Suess had been sending to customers that use more than their allotment of water were presented to the Board in the Board Meeting Packet.
 - ❖ When District Customer Service Representatives (CSRs), through some form of contact, notice a customer is over-using they notify Ms. Suess.
 - ❖ Ms. Suess then begins the education process regarding allotments by reaching out to the customers through different forms of communication.
- Following are the types of contact letters that are sent:
 - ❖ When Staff receive notice from a title company that a customer is selling their property and a new owner is purchasing the property the account is reviewed. If there is a history of over-use Staff send an Acknowledgement of Annual usage letter along with the Domestic Water Agreement (DWA) to the title company for the new owners to sign and return to the District. Along with this notice, the new customers will receive a new homeowner packet in the mail/email that explains their allotment, Eye on Water, and payment options.
 - A Notice of Annual Allotment was sent out to one customer who had originally signed the Acknowledgement of Annual Usage at time of closing. Ms. Suess has made numerous attempts to reach the customer by calling and emailing them without getting any type of response or changes in their habits. This form is sent to notify the customer that if they continue to exceed their water allotment for two executive years, there are options to become compliant.
 - ❖ If Staff receive notice from either a District Employee or an individual reporting a customer is violating the Watering Restrictions a Water Restriction Notice is sent out to make sure they are aware of the restrictions and then if the customer is still not complying another warning is sent out. Both forms have a reminder of the annual water allotment.
 - ❖ The final form presented was an Allocation Assignment form. This form is used when a customer has decided to adjust their annual water usage, and/or upsize their tap size, by either paying cash-in-lieu or has dedicated raw water rights.

Discussion followed regarding the wording of each form letter, modifications as needed per case; the responsibility of Board and Staff to educate customers, Homeowners' Associations (HOAs), and developers on water conservation; the responsiveness, or lack thereof, from customers in regard to the letters; and what consequences need to be added into the Rules and Regulations to give Staff support in dealing with customers who do not comply.

Water Dedication and Obligated Demand:

Water Resources Manager Nancy Koch, and Water Resources Administrator Amanda Hoff presented the following information to the Board:

- The District accepts ditch water shares and Windy Gap units for dedication that do not immediately provide a water supply to the District.
 - ❖ The Water Court process, infrastructure needs, and demand development delay when the water supply will come online.

- ❖ New water sources can take five to 15 years to bring online.
- ❖ In addition, the District has accepted ditch shares that cannot be used in its water system, giving water credit with no associated water supply.
- ❖ As the District provides water credit for these sources that can be used to meet the raw water obligation for new taps upon dedication, new demand can come online before there is water to serve it.
 - This is referred to as obligated demand.
- ❖ While some dedication sources create obligated demand, Colorado-Big Thompson (C-BT) units dedicated for new developments provide water upon dedication for a demand that may not come online for two or more years.
- Ms. Koch and Ms. Hoff presented an overview of the obligated demand and pre-dedicated water to demonstrate the balance of water supply available as developments build out.

Discussion followed regarding how the Northern quota affects water dedications, the possibility of the District accepting other sources of water and the process of being able to deliver the water into the District supply, the process of getting Second-Use water online, the risk of C-BT shares coming from the West Slope, and the current effects to the District of how water dedications were credited in prior years.

STAFF REPORTS

[District Manager's Report: District Manager Kauffman reported on the following:](#)

- [Regional Water Strat Op Work Session:](#)
 - ❖ On June 24, 2022, Ms. Kauffman attended the work session on behalf of the District.
 - The group decided to stay under the umbrella of the Community Foundation for an organizational structure.
 - The work focusses of the group shifted to determining the approximate water demands of the region and hiring a consultant to do so.
 - Then to determine the available water sources in the region to help assess if there is a water supply shortage.
 - The goal of the work would be to better inform community councils and boards as to the ability to accommodate the growth in the area and what the constraints of that growth need to address.
 - There has been widespread concern for the ability of the water providers to serve development that is in progress or in the future.
- [Water Literate Leaders:](#)
 - ❖ Ms. Kauffman asked If any Board Members were interested in learning more about Colorado water issues from all angles including from agriculture, urban, environmental, recreation and business perspectives.
 - Ms. Kauffman requested interested Board Members consider applying to be a Water Literate Leader of Northern Colorado through the Colorado Water Center at Colorado State University.
 - The non-partisan program is targeted to those who are or want to be part of an elected board, commission, or other office which impact regional water policy.

- Chimney Hollow Tour:
 - ❖ All Directors and District Managers were approved for an August 17, 2022, tour of Chimney Hollow.
- Employee Appreciation Event:
 - ❖ The District is hosting a Casino Night at City Star Brewery for employees and one guest on July 29, 2022, at 5:00 p.m.
 - ❖ A room has been reserved at the brewery and a live band will be playing.
 - ❖ Georgia Boys BBQ will cater the food.

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

- Audit:
 - ❖ The lead auditor working on the District 2021 Audit is no longer with BDO USA, LLP.
 - Eryn Tolooee, who was the lead auditor for the District in the past, has been assigned to complete the audit.
 - ❖ Staff have filed for an extension with the state and will present the final audit at the August Board Meeting.
- Rate Study:
 - ❖ A Request for Proposal (RFP) has been loaded to BidNet.
 - The deadline for questions was July 7, 2022; no questions had been received.
 - Closing date for bids is July 21, 2022.
 - ◊ 15 companies had downloaded the RFP at the time the report was prepared.
 - Final consultant selection and project award was expected by August 3, 2022.
 - Completion date for the study was slated for January 20, 2023.
- EyeOnWater Users:
 - ❖ There were a total of 1,194 users out of the 1,158 user goal for 2022.
 - Goal met!

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

- There were no new Tap Commitment Requests in June. Year-to-date total remained at 2,387.
- Capital Projects:
 - ❖ The western portion of the West 1st Street (St.) project had been completed, and the contractor was moving to the eastern portion of the project.
 - ❖ The preliminary alignment design for the Northeast Transmission Line had been developed.
 - The next steps involved easement discussion with property owners.
 - ❖ The Twin Mounds project continued to progress.
 - Interior sand blasting and priming of the ceiling were complete and efforts were now focused on the walls and floor.
 - Significant corrosion in the ceiling structure delayed the overall schedule.
 - Completion of the project and the filling of the tank was expected by August.

- ❖ The Loveland/Campion Conversion Project 60% design drawings had been completed and were under final review by Staff.
 - Project complexity along with inflation of material costs indicate that total project costs could reach \$3.2 - \$3.4 M.
 - The newly understood budget overrun will require a phased approach with the construction beginning in the last quarter of 2022 and project completion in 2023.
- ❖ A second use flow monitoring system at Lakeside Canyon in Mead is in progress.
- ❖ Weld County was to relocate approximately 1,250 feet of 12-inch waterline to accommodate the widening of the Weld County Road (WCR) 54 Bridge at the Thompson River.
 - Project costs will be reimbursed by Weld County.
 - The design agreement with Weld County is in place and the design has begun.
- ❖ The next steps for the Raw Water Infrastructure, to capture and convey native water for treatment, are to develop the RFP for design services.
- **Development Projects:**
 - ❖ Development continued to be active and the inspectors continued to be busy.
 - Many developments were under construction.
 - Engineering Business Support Level II Clayton Orback had been training with the inspectors and assisting where needed in the field.
 - ❖ The final acceptance for Phase 1A of St. Acacius had been issued.
 - ❖ Offsite utilities had been completed for the Range View Estates and the contractor had begun installation of onsite utilities.
 - A non-potable irrigation system was in review.
 - ❖ The initial review of a non-potable system water supply plan for Meadow Ridge had been completed and the preliminary plat had been approved.
 - ❖ A revised Commitment Letter had been issued for 1,060 taps to be served by the District in the Turion development.
- **Other Engineering & GIS Activities:**
 - ❖ Staff were engaged spending a lot of time on the Interstate 25 (I-25) 24 inch transmission line easement acquisitions.
 - ❖ The CDOT repairs to the 42-inch Air Release Valve (ARV) gaskets were complete and the transmission line was back in service.
 - Colorado Department of Transportation (CDOT) will replace the damaged ARV vault lids.

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

- Ms. Koch and Ms. Hoff had approved the first non-potable irrigation system.
 - ❖ Water dedication was required for the shoulder months.
- June water usage demands had been slightly lower than projections.
 - ❖ The District remained in the Low (Yellow) Level of the Water Contingency Plan Action Level as the difference was not enough of a buffer for the continuing hot dry weather.
 - Mr. Eaton noted that the watering restrictions were giving the District time to complete the Twin Mounds project.

Discussion followed regarding how the watering restrictions were helping with supply and demand, and how District water usage has decreased slightly on Fridays.

- Cumulative water use was very close to the projected amount for the 2021 – 2022 water year.
- The Dry Creek Reservoir evaporation rate was very high.
- Water Court:
 - ❖ Ms. Koch advised that Staff had received well over 100 questions in the Home Supply case.
 - Staff were extremely busy compiling responses before the deadline.
 - ❖ The Barefoot Lakes case had been settled.
 - ❖ Staff have been working with Handy Ditch to create a clear path forward to bring the case to Water Court.
- The Seasonal Outlook report continues to predict above average temperatures and below average precipitation for Northern Colorado.

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

- Locate requests were high and leak repairs were normalizing.
- All monthly Coliform were within acceptable parameters. The next Lead and Copper sampling period was tentatively scheduled for November. The next Disinfection Byproduct (DBP) 2 samplings were scheduled for August.
- Crew Leader Valve Exerciser Alan Cordova had exercised 4,587 out of a total of 6,046 valves.
- Director Szmyd questioned if the District keeps additional materials on hand. Mr. Lambrecht replied that the Staff have an adequate inventory on hand and occasionally purchases material ahead of price increase.

DIRECTOR REPORTS

Director Szmyd advised the Board that the Colorado House passed House Bill (HB) 22-1151 Turf Replacement Program to encourage people to lessen the turf in landscaping.

Director Martens noted that his daughter recommended a book about the importance of beavers to the watershed. He also mentioned that he heard of a proposed plan to move water from the Mississippi River to the Colorado River.

Director Brandt noted that the Buc-ees gas station that is planned to open at Highway 60 and I-25 will have 119 gas pumps. He also noted that a large herd of cattle suddenly disappeared from a dairy at Colorado Boulevard and WCR 50.

It was moved by Director Szmyd to adjourn the meeting at 9:29 p.m. Motion carried unanimously.

Respectfully submitted,

Amber Kauffman

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 5.2

Staff: Amber Kauffman, District Manager; Holly Suess, Customer Service Supervisor;
Judy O'Malley, Administrative Assistant

Subject: Tap List 679

Staff Recommendation: Staff recommends approval.

Discussion:

TAP LIST 678 ~ NEW AND AMENDED CONTRACTS

TAP #	NAME	5/8 INCH URBAN	5/8 INCH STANDARD	OTHER	WATER RIGHTS	CIL
10012	Omni Homes	X			.35 AF	
10013	James & Kimberly Hovey		X			.70 AF
10014	Mar & Karen Pilkington		X			.70 AF
10015	Annadeette & James Atkinson		X			.70 AF
10016	Richfield Homes LLC	X			.35 AF	
10017	Richfield Homes LLC	X			.35 AF	
10018	Richfield Homes LLC	X			.35 AF	
10019	Richfield Homes LLC	X			.35 AF	
10020	Richfield Homes LLC	X			.35 AF	
10021	Richfield Homes LLC	X			.35 AF	
10022	Richfield Homes LLC	X			.35 AF	
10023	Richfield Homes LLC	X			.35 AF	
10024	Richfield Homes LLC	X			.35 AF	
10025	Richfield Homes LLC	X			.35 AF	
10026	Lennar	X			.35 AF	
10027	Lennar	X			.35 AF	
10028	Lennar	X			.35 AF	
10029	Lennar	X			.35 AF	
10030	Lennar	X			.35 AF	

	5/8 INCH URBAN	5/8 INCH STANDARD	OTHER	WATER RIGHTS	CIL
JULY 2022 TOTALS	16	3	0	5.6 AF	2.10 AF
YEAR-TO-DATE 2022 TOTALS	188	12	4	95.94 AF	7.00 AF
TAPS BUDGETED 2022	280	8			

Tap Commitments	Balance
Taps with Water Rights Satisfied/Water Dedications	55
Dormant Taps	5
Total Other Tap Commitments	60

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 5.3 Disbursements

Staff: Angela Diekhoff, Business Manager

Subject: July 2022 Disbursements.

Staff Recommendation: Approval.

July 2022 Disbursements

Request approval of the July 2022 Cash Disbursements in the amount of \$1,015,896.81

Operating Account: \$723,874.91

ACH Manual Check Numbers 3920-3993 – \$321,660.91

Check Numbers 10804 to 10845– \$402,214.00

Payroll Account: \$292,021.90 (Two bi-weekly payroll periods in July)

ACH Transmittal Vouchers 2194 to 2205 – \$154,680.20

ACH Direct Deposit Numbers 11802 to 11874– \$137,341.70.

Discussion:

All expenses are for normal operating costs, except for \$705.12 for Capital Cost – Joint, and \$64,552 for Capital Cost – District.

**Little Thompson Water District
Cash Disbursements Summary
Check Issue Dates: 7/01/2022 to 7/31/2022**

Employee Related Expenses	\$	292,021.90
24 Brookfield WL Passthrough	\$	297,022.40
Filter Plant Ops Expense	\$	138,875.07
Capital Cost-District	\$	64,552.32
Inventory	\$	44,659.50
SWSP Operating Assessments	\$	42,947.06
Sys Repairs & Maintenance	\$	24,143.75
Valve Repairs and Maintenance	\$	17,405.00
Vehicle Expenses	\$	12,161.75
Computer Expenses	\$	11,613.46
Office Expenses	\$	10,121.98
Insurance-Property & Casualty	\$	9,619.50
Water Resources General Legal	\$	6,937.00
Credit Card- Conference-\$486; Computer Exp-\$1457; Office Sup-\$320; Office Exp-\$481; Uniforms-\$41; Communication-\$16; Safety-\$556; System Rep-\$959; Capital Cost-\$1931	\$	6,246.60
Communication Expenses	\$	5,422.49
Operations - Utilities	\$	5,175.21
Bldg/Grnds	\$	3,909.48
O & M Expenses	\$	3,187.23
Telemetry Expenses	\$	2,668.19
Safety Expenses	\$	2,105.07
Dry Creek Reservoir Expenses	\$	1,845.00
Water Resources General Eng	\$	1,789.05
Locate Expenses	\$	1,696.50
Soil Amendment Rebates	\$	1,500.00
Purchased Water Expenses	\$	1,492.82
Meter Mtn and Repair	\$	1,338.53
WQ - Monthly Sampling	\$	1,217.00
Landscaping Incentives	\$	1,129.90
Retainage Payable-Non Pot	\$	940.50
Capital Cost-Joint Pretreatment Design	\$	750.88
Legal - Special Counsel	\$	705.12
Cathodic Protection	\$	330.00
Customer Refund Overpayments	\$	297.55
Uniform Expenses	\$	69.00
Void	\$	-
Total	\$	1,015,896.81

Little Thompson Water District
Cash Disbursements Detail
Check Issue Dates: 7/01/2022 to 7/31/2022

Operations

Check Number	Check Issue Date	Payee	Description	Amount
10813	7/13/2022	Quik Trip Corporation	24 Brookfield WL Passthrough	\$ 194,839.00
3953	7/15/2022	Carter Lake Filter Plant	Filter Plant Ops Expense	\$ 138,875.07
10814	7/13/2022	Rocky Mountain Assets Invest	24 Brookfield WL Passthrough	\$ 100,552.00
3983	7/29/2022	Core & Main LP	Inventory	\$ 43,110.00
3985	7/29/2022	Northern Co Water Cons Dist	SWSP Operating Assessments	\$ 42,947.06
10821	7/27/2022	Civilworx, LLC	Capital Cost-District-Northeast Transmission Line	\$ 36,062.00
10807	7/13/2022	Gopher Excavation Inc	Sys Repairs & Maintenance	\$ 18,351.00
10811	7/13/2022	Orback Construction	Valve Repairs and Maintenance	\$ 17,405.00
3970	7/19/2022	WEX Bank	Vehicle Expenses	\$ 10,484.99
10816	7/13/2022	Snowmelt Water Engineering, LLC	Capital Cost-District-Water Rights Adjudication	\$ 9,800.00
3990	7/29/2022	Central Weld County Water District	Insurance-Property & Casualty	\$ 9,619.50
3963	7/15/2022	Stratus Information Systems (ITX)	Computer Expenses	\$ 9,277.00
3969	7/18/2022	S&S Coating Services	Capital Cost-District- 5MG Twin Mounds Tank Coating	\$ 9,000.00
3950	7/15/2022	Carlson Hammond & Paddock	Water Resources General Legal	\$ 6,864.00
3921	7/5/2022	Adams Bank MasterCard		\$ 6,246.60
10817	7/13/2022	Starr & Westbrook PC	Office Expenses	\$ 5,027.50
10823	7/27/2022	Ditesco	Capital Cost-District-Cty Rd Improvements	\$ 4,699.57
3993	7/29/2022	S & S Coating Services	Capital Cost-District- 5MG Twin Mounds Tank Coating	\$ 4,500.00
3965	7/15/2022	Employers Council	Office Expenses	\$ 3,300.00
3960	7/15/2022	Loveland Barricade	Sys Repairs & Maintenance	\$ 2,780.50
3981	7/28/2022	Poudre Valley REA	Operations - Utilities	\$ 2,372.67
10824	7/27/2022	DLT Solutions LLC	Computer Expenses	\$ 2,336.46
3966	7/15/2022	Ferguson Waterworks	O & M Expenses	\$ 2,265.93
3932	7/14/2022	Poudre Valley REA	Operations - Utilities	\$ 1,938.31
3961	7/15/2022	UNCC	Locate Expenses	\$ 1,696.50

10825	7/27/2022	Handy Ditch Company	Water Resources General Eng	\$	1,646.25
3962	7/15/2022	Timber Line Electric & Control	Telemetry Expenses	\$	1,606.95
3955	7/15/2022	Dana Kepner Company Inc	Inventory	\$	1,549.50
3929	7/11/2022	Cintas Corporation #737	Bldg/Grnds	\$	1,500.85
10818	7/13/2022	Vale View Homeowners Assoc	24 Brookfield WL Passthrough	\$	1,329.00
10819	7/27/2022	Brand X Hydrovac Services	Sys Repairs & Maintenance	\$	1,275.00
3944	7/15/2022	Badger Meter	Meter Mtn and Repair	\$	1,203.03
3991	7/29/2022	City of Loveland Water & Power	Purchased Water Expenses	\$	1,193.72
3974	7/22/2022	COMCAST	Communication Expenses	\$	1,165.05
3952	7/15/2022	Carter Lake Filter Plant	Dry Creek Reservoir Expenses	\$	1,125.00
3976	7/25/2022	XCEL Energy	Bldg/Grnds	\$	1,082.45
10826	7/27/2022	In-Situ Inc.	Telemetry Improvements	\$	1,061.24
3924	7/6/2022	Verizon Wireless	Communication Expenses	\$	1,043.31
3973	7/22/2022	AT&T Mobility	Communication Expenses	\$	1,021.79
3947	7/15/2022	Carlson Hammond & Paddock	Retainage Payable-Non Pot	\$	940.50
3931	7/12/2022	First Insurance Funding	Office Expenses	\$	814.98
3951	7/15/2022	Carter Lake Filter Plant	Pretreatment Design	\$	750.88
3984	7/29/2022	Loveland Ready Mix Concrete Inc.	Sys Repairs & Maintenance	\$	724.02
10820	7/27/2022	City of Fort Collins	Dry Creek Reservoir Expenses	\$	720.00
3949	7/15/2022	Carlson Hammond & Paddock	Legal - Special Counsel	\$	705.12
3946	7/15/2022	B-Town Automotive	Vehicle Expenses	\$	704.83
3968	7/18/2022	City of Longmont	WQ - Monthly Sampling	\$	653.50
3979	7/28/2022	Sam's Club	Safety Expenses	\$	650.41
3987	7/29/2022	PIONEER	Sys Repairs & Maintenance	\$	611.41
3992	7/29/2022	Home Depot Credit Services	Communication Expenses	\$	564.95
3967	7/18/2022	City of Longmont	WQ - Monthly Sampling	\$	563.50
10810	7/13/2022	Northern Safety Company Inc	Safety Expenses	\$	537.90
3926	7/7/2022	Poudre Valley REA	Operations - Utilities	\$	512.84
10809	7/13/2022	NICOLE SHEEHAN	Soil Amendment Rebates	\$	500.00
10827	7/27/2022	JAMES OR KELLY JANSMA	Soil Amendment Rebates	\$	500.00
10830	7/27/2022	KRISTOPHER McLEAN	Soil Amendment Rebates	\$	500.00

10805	7/13/2022	Consolidated Home Supply Ditch	Capital Cost-District-Loveland/Campion Conversion	\$	490.75
3971	7/22/2022	Sam's Club	Safety Expenses	\$	486.76
3977	7/27/2022	Town of Berthoud	Bldg/Grnds	\$	464.32
3980	7/28/2022	Verizon Wireless	Communication Expenses	\$	450.42
10812	7/13/2022	Prairie Mountain Media	Office Expenses	\$	415.28
10832	7/27/2022	LG Everist Inc	Sys Repairs & Maintenance	\$	401.82
10835	7/27/2022	Rocky Mountain Flag Company LLC	Bldg/Grnds	\$	372.78
3975	7/25/2022	Tractor Supply Credit Plan	Bldg/Grnds	\$	359.96
3927	7/7/2022	COMCAST	Communication Expenses	\$	342.81
10844	7/27/2022	T & T OK Tire	Vehicle Expenses	\$	341.48
10839	7/27/2022	Scorr Solutions	Cathodic Protection	\$	330.00
3925	7/7/2022	Verizon Wireless	Communication Expenses	\$	316.60
10838	7/27/2022	SAFEChecks	Office Expenses	\$	311.72
3959	7/15/2022	Western States Land Services LLC	24 Brookfield WL Passthrough	\$	302.40
3982	7/29/2022	Ferguson Waterworks	O & M Expenses	\$	297.80
3978	7/27/2022	United Power Inc	Operations - Utilities	\$	296.44
10836	7/27/2022	Rocky Mtn Quick Lube	Vehicle Expenses	\$	292.48
3923	7/6/2022	Verizon Wireless	Communication Expenses	\$	285.90
3988	7/29/2022	Safety Services	Safety Expenses	\$	275.00
10845	7/27/2022	WES CLAYTON	Landscaping Incentives	\$	261.90
10828	7/27/2022	JENNIFER OR JOSHUA THORNBRUGH	Landscaping Incentives	\$	250.00
3922	7/6/2022	CenturyLink	Communication Expenses	\$	231.66
3957	7/15/2022	InfoArmor, Inc.	Office Expenses	\$	217.50
3928	7/11/2022	John Deere Financial	O & M Expenses	\$	194.93
10842	7/27/2022	STEVE & MARNE ENGELKING	Customer Refund Overpayments	\$	190.96
3964	7/15/2022	Napa Auto Parts	Vehicle Expenses	\$	188.98
10841	7/27/2022	STACEY OR THOMAS HASSELL	Landscaping Incentives	\$	168.00
3954	7/15/2022	Central Weld County Water District	Purchased Water Expenses	\$	164.37
10834	7/27/2022	Mobile Lab	Safety Expenses	\$	155.00
10806	7/13/2022	Ditch Witch of the Rockies	O & M Expenses	\$	153.68
3956	7/15/2022	Jax Outdoor Gear	O & M Expenses	\$	151.98

10829	7/27/2022	JILL OR TODD POTRYKUS	Landscaping Incentives	\$	150.00
10833	7/27/2022	MELISSA MORIN	Landscaping Incentives	\$	150.00
10840	7/27/2022	SCOTT KAPALA	Landscaping Incentives	\$	150.00
3945	7/15/2022	Bomgaars Supply	Vehicle Expenses	\$	148.99
3986	7/29/2022	Consolidated Home Supply Ditch	Water Resources General Eng	\$	142.80
3920	7/5/2022	Home Depot Credit Services	Meter Mtn and Repair	\$	135.50
10804	7/13/2022	Berthoud Ace Hardware	O & M Expenses	\$	122.91
10808	7/13/2022	Longs Peak Water District	Purchased Water Expenses	\$	101.61
3948	7/15/2022	Carlson Hammond & Paddock	Water Resources General Legal	\$	73.00
10822	7/27/2022	Dana Jacoby	Customer Refund Overpayments	\$	71.59
3989	7/29/2022	Jax Outdoor Gear	Uniform Expenses	\$	69.00
10815	7/13/2022	S & S Sanitation	Bldg/Grnds	\$	64.56
10837	7/27/2022	S & S Sanitation	Bldg/Grnds	\$	64.56
3933	7/14/2022	XCEL Energy	Operations - Utilities	\$	39.26
10843	7/27/2022	STEVE MANN	Customer Refund Overpayments	\$	35.00
3972	7/21/2022	City of Loveland Water & Power	Purchased Water Expenses	\$	33.12
10831	7/27/2022	Larimer County Clerk & Recorder	Office Expenses	\$	26.00
3930	7/12/2022	XCEL Energy	Operations - Utilities	\$	15.69
3958	7/15/2022	Frontier Business Products	Office Expenses	\$	9.00
10434	7/25/2022	St. Vrain and Left Hand Water Cons Di Void		\$	-

Total Operations				\$	723,874.91
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Payroll

2194	7/5/2022	EFTPS	Federal Withholding Tax Pay Period: 7/3/2022	\$	26,559.56
2195	7/5/2022	CDOR	CO State Withholding Tax Pay Period: 7/3/2022	\$	4,085.00
2196	7/5/2022	COLONIAL LIFE INSURANCE	Voluntary Life Pay Period: 7/3/2022	\$	440.49
2197	7/5/2022	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 7/3/2022	\$	11,823.38
2198	7/5/2022	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 7/3/2022	\$	8,150.23
2199	7/5/2022	Alerus	HEALTH SAVINGS ACCOUNT Pay Period: 7/3/2022	\$	2,112.38
2200	7/18/2022	EFTPS	Federal Withholding Tax Pay Period: 7/17/2022	\$	26,065.20
2201	7/18/2022	CDOR	CO State Withholding Tax Pay Period: 7/17/2022	\$	3,956.00
2202	7/18/2022	CEBT	Health Insurance Pay Period: 7/17/2022	\$	48,982.05
2203	7/18/2022	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 7/17/2022	\$	11,625.64
2204	7/18/2022	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 7/17/2022	\$	8,761.89
2205	7/18/2022	Alerus	HEALTH SAVINGS ACCOUNT Pay Period: 7/17/2022	\$	2,118.38
11802-11835	7/7/2022	Direct Deposit	Pay Period Ending 7/3/2022	\$	71,199.03
11836	7/7/2022	Martens, Edward M	June Board Meeting	\$	106.62
11837	7/7/2022	Brandt, Larry R	June Board Meeting	\$	109.31
11838	7/7/2022	Brandenburg, Steven T	June Board Meeting	\$	103.35
11839	7/7/2022	McMurtrey, Emily J	June Board Meeting	\$	101.01
11840	7/7/2022	Walker, James J	June Board Meeting	\$	109.78
11841	7/7/2022	Heiland, Ryan M	June Board Meeting	\$	98.67
11842-11874	7/21/2022	Direct Deposit	Pay Period Ending 7/17/2022	\$	65,513.93

Total Payroll **\$ 292,021.90**

Total Cash Disbursements **\$ 1,015,896.81**

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item Number: 5.4

Staff: Angela Diekhoff, Business Manager

Subject:

Discussion of the Financial Reports

Staff Recommendation:

Staff recommends acceptance of the July Financial Reports.

Discussion:

OPERATING FUND:

Operating Revenue – We have collected \$7,114,271 which is \$664,364 more than budgeted.

Operating Costs – We have spent \$7,008,369 which is \$614,850 less than budgeted.

Operating Gain (Loss) – We have an operating gain of \$105,902 which is \$1,279,214 more than budgeted.

NON-OPERATING FUND:

Non-Operating Revenue – We have collected \$3,799,191 which is \$511,841 more than budgeted.

Capital Costs – District – We have spent \$3,443,943 which is \$2,617,757 less than budget.

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

Capital Costs – District	Actual YTD	YTD Budget	Annual Budget
County Rd Improvements	\$ 3,043	\$ 45,000	\$ 200,000
Service Connection Expense	125,328	117,600	201,600
Telemetry Improvements	20,406	45,000	200,000
Small Line Abandonment	-	39,600	75,000
West 1st St	268,843	400,000	400,000
Beacon Meter Upgrade Project	9,616		-
Non-Potable System	-	45,000	45,000
Northeast Transmission Line	154,315	1,750,000	3,000,000
5MG Twin Mounds Tank Coating	877,153	825,000	825,000
Loveland/Campion Conversion	139,178	302,000	1,520,000
54 Bridge-Waterline Relocation	-	366,300	732,600
Dry Creek Feasibility	-	35,000	35,000
Buckhorn Pump Station	15,202	42,000	42,000
Total Capital Projects	\$ 1,613,083	\$ 4,012,500	\$ 7,276,200
Vehicle Replacement Program	48,073	90,000	90,000
Furn & Equip Replacement	2,546	7,500	10,000
Miscellaneous Equipment	22,732	31,200	39,000
Ops Equipment Replacement	20,185	55,000	55,000
Total Vehicles and Equipment	\$ 93,536	\$ 183,700	\$ 194,000
Water Rights - CBT	540,000	700,000	700,000
Water Rights - Other	1,050,000	1,050,000	1,050,000
Water Resources Gen Eng	98,498	175,000	300,000
Water Resources Gen Legal	41,241	115,500	200,000
Raw Water Infrastructure	7,586	350,000	950,000
Total Water Rights	\$ 1,737,324	\$ 2,390,500	\$ 3,200,000
Total Capital Costs – District	\$ 3,443,943	\$ 6,586,700	\$ 10,670,200

Capital Costs - Joint: We have spent \$483,164 which is \$593,336 less than budgeted.

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

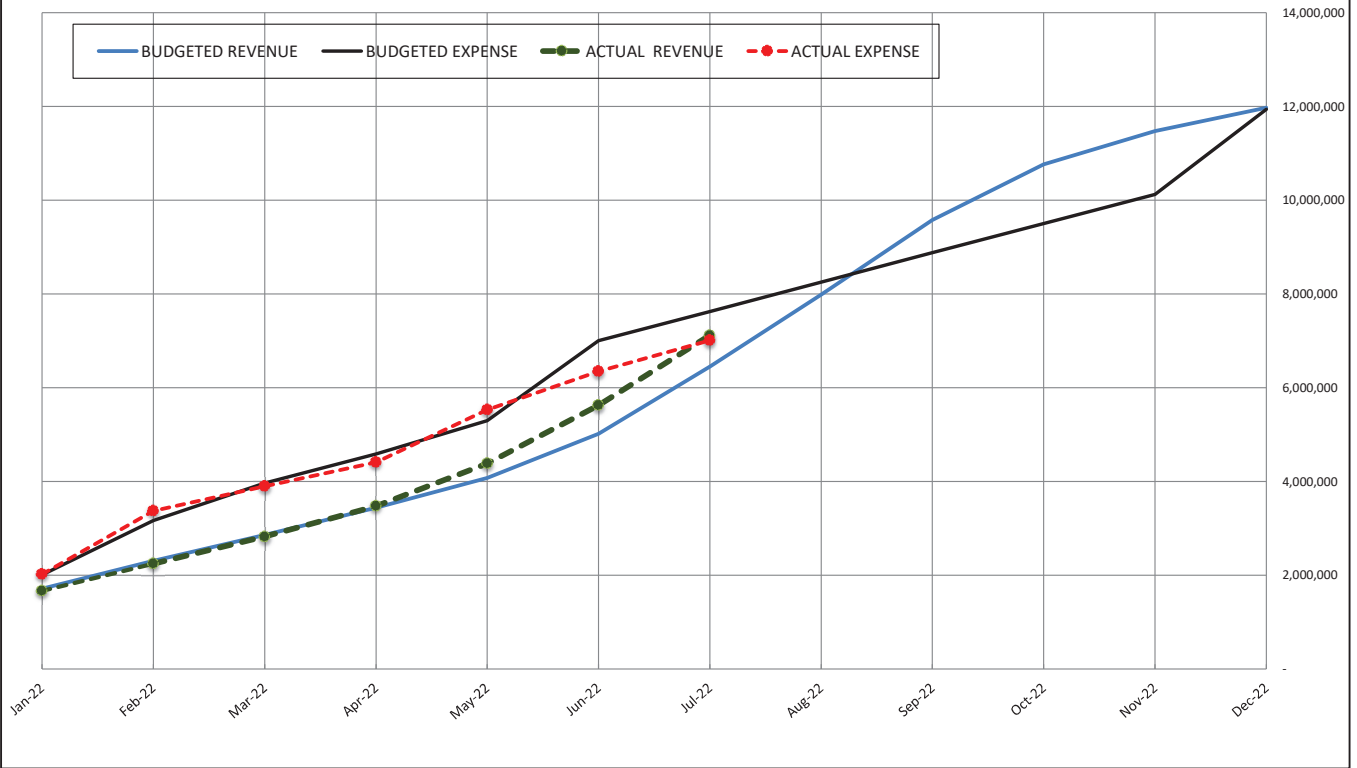
Capital Costs – Joint	Actual YTD	YTD Budget	Annual Budget
CLFP Capital Upgrades	\$ 2,440	\$ -	\$ -
CLFP Membrane Replacement	\$ 4,531	\$ -	
CLFP 7 MG Water Tank	\$ 157,321	\$ 1,076,500	\$ -
Pretreatment Design	318,872	-	1,156,500
Pretreatment Construction	-	-	500,000
Total Capital Projects	\$ 483,164	\$ 1,076,500	\$ 1,656,500

Non-Operating Gain (Loss) – We have a net non-operating loss of \$127,916 which is \$3,722,934 less than budgeted.

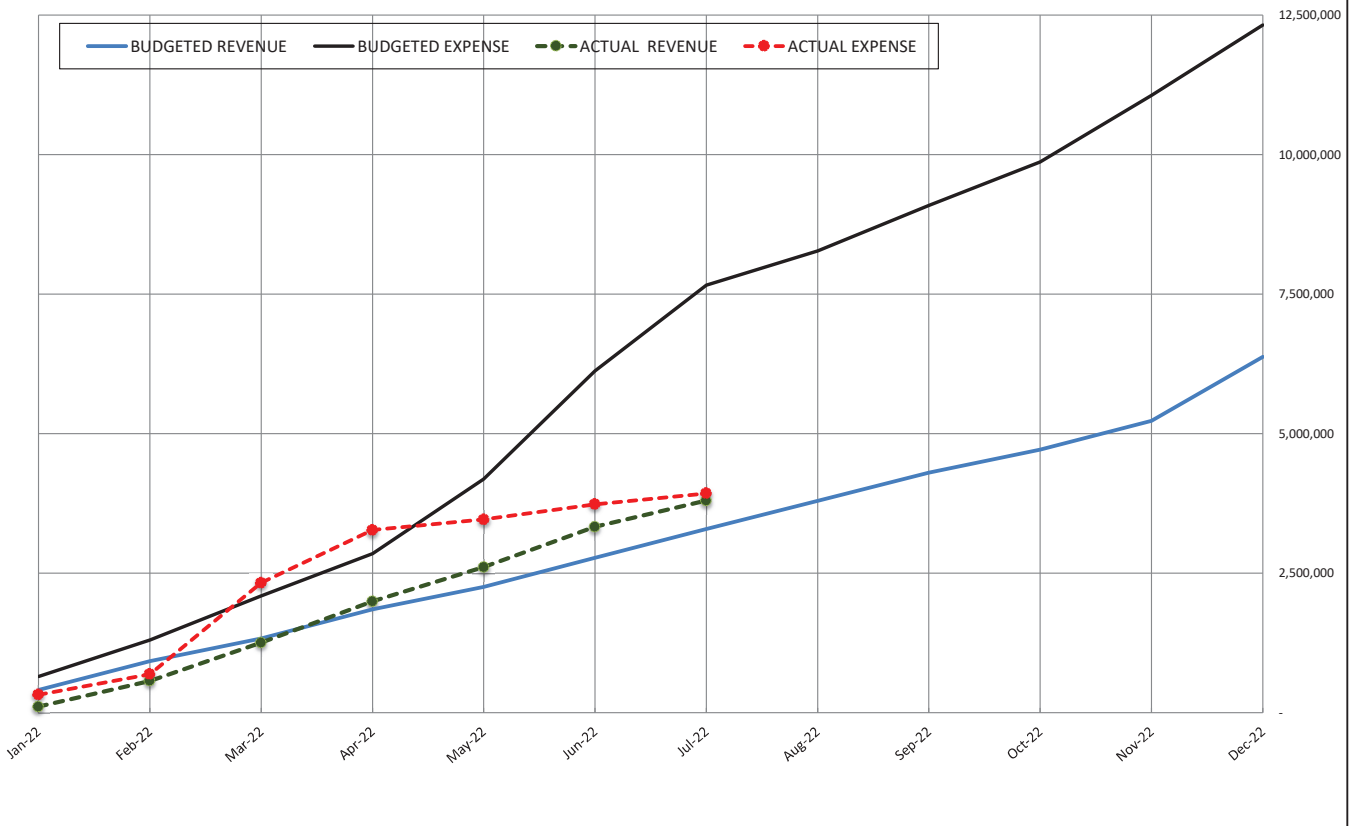
CHANGE IN WORKING CAPITAL:

Year-To-Date Change in Working Capital				
	Actual	Budget	Budget/Actual Comparison	Approved Budget
Operating Gain (Loss)	105,902	(1,173,312)	1,279,214	33,842
Non-Operating Gain (Loss)	(127,916)	(3,850,850)	3,722,934	(5,952,250)
Total Gain (Loss)	\$ (22,014)	\$ (5,024,162)	\$ 5,002,148	\$ (5,918,408)

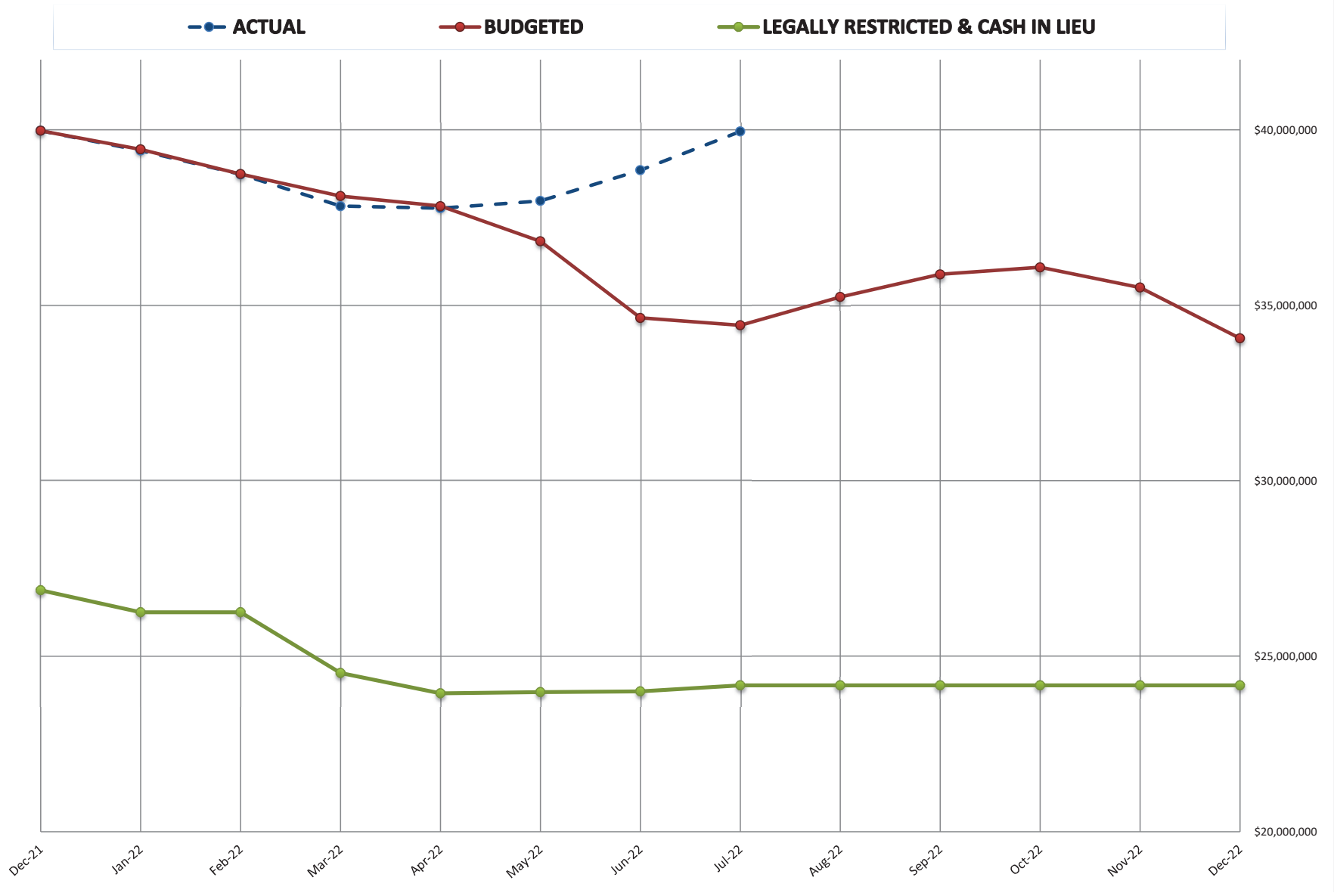
2022 OPERATING REVENUE & EXPENSE CUMULATIVE



2022 NON OPERATING REVENUE & EXPENSE CUMULATIVE



LITTLE THOMPSON WATER DISTRICT 2022 WORKING CAPITAL GRAPHICAL COMPARISON



LITTLE THOMPSON WATER DISTRICT

BALANCE SHEET

July 31, 2022

	Prior Month	YTD 2022	Actual 2021
CURRENT ASSETS			
Board Designated Reserves	\$ 17,303,922	\$ 18,044,470	\$ 15,829,002
Legally Restricted Cash	\$ 23,409,985	\$ 23,358,696	\$ 24,556,417
Cash In Lieu	\$ 585,000	\$ 808,500	\$ 2,324,600
Total Cash & Cash Equivalents	\$ 41,298,907	\$ 42,211,666	\$ 42,710,019
ACCOUNTS RECEIVABLE			
A/R - Water Revenue	\$ 1,159,489	\$ 1,522,519	\$ 657,667
A/R - Misc Revenue	\$ 59,689	\$ 54,894	\$ 272,111
Accrued Int Receivable	\$ 4,280	\$ 9,530	\$ 3,798
Projects Passthrough Projects	\$ 82,813	\$ 43,489	\$ 4,624
Total Accounts Receivable	\$ 1,306,270	\$ 1,630,432	\$ 938,200
OTHER ASSETS			
Inventory	\$ 298,091	\$ 304,263	\$ 253,008
Prepaid Expenses	\$ 24,705	\$ 24,705	\$ 24,705
Total Other Assets	\$ 322,796	\$ 328,968	\$ 277,713
CAPITAL ASSETS			
Filter Plant - Joint Venture	\$ 3,269,178	\$ 3,269,178	\$ 3,269,178
Dry Creek Reservoir Dam	\$ 7,432,221	\$ 7,432,221	\$ 7,432,221
Land - Dry Creek Reservoir	\$ 6,508,922	\$ 6,508,922	\$ 6,508,922
Distribution System	\$ 78,052,575	\$ 78,052,575	\$ 78,061,585
Land & Easements	\$ 2,361,148	\$ 2,361,148	\$ 2,361,148
CLFP - Depreciable Asset	\$ 11,190,325	\$ 11,190,325	\$ 11,190,325
Vehicles, Field & Office Equipment	\$ 3,120,037	\$ 3,120,037	\$ 3,120,037
Construction in Progress	\$ 11,608,142	\$ 11,608,142	\$ 11,599,132
Accumulated Depreciation	\$ (35,821,410)	\$ (35,821,410)	\$ (35,821,410)
Water Rights	\$ 107,102,679	\$ 107,102,679	\$ 107,102,679
Total Capital Assets	\$ 194,823,819	\$ 194,823,819	\$ 194,823,819
Total Assets	\$ 237,751,791	\$ 238,994,884	\$ 238,749,751
CURRENT LIABILITIES			
A/P - Supplies	\$ 635,967	\$ 772,612	\$ 682,685
Wages Payable	\$ 641,725	\$ 641,950	\$ 464,730
Bond/Loan Interest Payable	\$ 11,983	\$ 11,983	\$ 11,983
Current Portion Long Term Debt	\$ 1,126,564	\$ 1,126,564	\$ 1,126,564
Total Current Liabilities	\$ 2,416,239	\$ 2,553,109	\$ 2,285,961
LONG TERM LIABILITIES			
Bonds & Notes Payable	\$ 32,109,778	\$ 32,109,778	\$ 32,109,778
Unamortized Premiums - Discounts	\$ 517,437	\$ 517,437	\$ 517,437
Total Long Term Liabilities	\$ 32,627,215	\$ 32,627,215	\$ 32,627,215
Total Liabilities	\$ 35,043,454	\$ 35,180,323	\$ 34,913,176
NET ASSETS			
NET ASSETS	\$ 203,836,574	\$ 203,836,574	\$ 197,181,633
Net Revenue Over Expenses	\$ (1,128,237)	\$ (22,013)	\$ 6,654,941
Total Equity	\$ 202,708,338	\$ 203,814,561	\$ 203,836,574
TOTAL LIABILITIES AND EQUITY	\$ 237,751,791	\$ 238,994,884	\$ 238,749,751

**LITTLE THOMPSON WATER DISTRICT
INCOME AND EXPENSE SUMMARY
FOR MONTH ENDING July 31, 2022**

	Current Month Actual	Current Month Budget	Month Comp Bud/Act	2022 YTD Actual	2022 YTD Budget	YTD Comp Bud/Act	2022 Adopted Budget
OPERATING REVENUE							
Water Revenue Base Fee	299,312	289,700	9,612	2,058,319	1,978,522	79,797	3,449,772
Water Revenue Tier I	164,637	137,100	27,537	796,743	727,950	68,793	1,340,575
Water Revenue Tier II	372,619	293,600	79,019	1,056,305	730,620	325,685	1,869,825
Water Revenue Tier III	265,691	258,800	6,891	591,944	491,200	100,744	1,328,350
Water Revenue Tier IV	171,118	178,100	(6,982)	653,691	655,800	(2,109)	1,375,775
Water Revenue Tier V	155,626	176,500	(20,874)	370,168	320,700	49,468	762,400
Water Surcharge	3,017	-	3,017	3,017	-	3,017	40,000
Water Revenue Wholesale	50,066	35,000	15,066	185,554	202,000	(16,446)	342,000
Water Revenue Rental	-	25,000	(25,000)	47,129	25,000	22,129	35,000
Bulk Water Revenue	0	33,000	(33,000)	149,880	128,000	21,880	218,000
Other Revenue	7,305	6,385	920	46,521	35,115	11,406	55,985
Windy Gap Firming Passthrough	-	-	-	1,155,000	1,155,000	-	1,155,000
Total Operating Revenue	1,489,391	1,433,185	56,206	7,114,271	6,449,907	664,364	11,972,682
OPERATING EXPENSES							
Water Treatment	148,056	121,782	26,274	932,447	771,227	161,220	1,488,322
System Maintenance	106,447	83,550	22,897	448,020	582,850	(134,830)	960,350
Administration and General	59,832	62,300	(2,468)	476,261	570,997	(94,736)	842,682
Engineering	7,206	20,375	(13,169)	44,484	124,499	(80,015)	200,210
Assessments	44,169	600	43,569	1,953,401	1,995,000	(41,599)	1,998,000
Joint Operations	4,197	2,225	1,972	23,000	20,375	2,625	26,275
St Vrain Authority Operations	-	-	-	-	60,000	(60,000)	60,000
Wages & Benefits	288,258	326,312	(38,054)	2,427,454	2,389,969	37,485	4,025,697
Bond & Loan Payments	-	-	-	703,303	1,108,302	(404,999)	2,337,304
Total Operating Expenses	658,166	617,144	41,022	7,008,369	7,623,219	(614,850)	11,938,840
Operating Gain(Loss)	831,226	816,041	15,185	105,902	(1,173,312)	1,279,214	33,842
NON OPERATING REVENUE							
Plant Investment Fees	194,200	260,000	(65,800)	2,519,300	1,820,000	699,300	3,120,000
Cash in Lieu of Water Rights	210,000	87,500	122,500	714,600	612,500	102,100	1,050,000
NonRes Cash in Lieu of Water	-	100,000	(100,000)	-	400,000	(400,000)	700,000
Water Resource Fee	19,000	24,000	(5,000)	229,000	168,000	61,000	288,000
Tap Installation Revenue	23,200	18,000	5,200	153,110	126,000	27,110	216,000
Interest Income	-	-	-	-	-	-	150,000
Native Water Dedication Fee	12,044	12,500	(456)	88,193	87,500	693	24,000
Gain (Loss) Sale of Asset	-	6,000	(6,000)	-	12,000	(12,000)	7,500
Contrib Water Court	-	-	-	-	7,500	(7,500)	-
Capital Investment/Impact Fee	-	-	-	-	-	-	-
Passthrough Revenue	-	-	-	-	-	-	732,600
Other Fees	11,530	4,800	6,730	94,988	53,850	41,138	86,350
Windy Gap Firming Project	-	-	-	-	-	-	-
Windy Gap Firming Assessments	-	-	-	-	-	-	-
Total Non Operating Revenue	469,974	512,800	(42,826)	3,799,191	3,287,350	511,841	6,374,450
NON OPERATING EXPENSES							
Capital Improvements - District	66,588	545,775	(479,187)	1,613,083	4,012,500	(2,399,417)	7,276,200
Vehicles & Equipments Costs	1,173	7,800	(6,627)	93,536	183,700	(90,164)	194,000
Water Right Purchases	-	875,000	(875,000)	1,590,000	1,225,000	365,000	1,750,000
Water Rights - Windy Gap	-	-	-	-	-	-	-
Water Rights Adjudication	17,713	91,500	(73,787)	147,324	640,500	(493,176)	1,450,000
St Vrain Authority Treatment	-	-	-	-	-	-	-
Total Capital Costs - District	85,475	1,520,075	(1,434,600)	3,443,943	6,061,700	(2,617,757)	10,670,200
Capital Improvements - Joint	109,501	20,000	89,501	483,164	1,076,500	(593,336)	1,656,500
Total Non Operating Expenses	194,976	1,540,075	(1,345,099)	3,927,107	7,138,200	(3,211,093)	12,326,700
Non Operating Gain(Loss)	274,998	(1,027,275)	1,302,273	(127,916)	(3,850,850)	3,722,934	(5,952,250)
Net Revenue Over Expenses	1,106,223	(211,234)	1,317,457	(22,013)	(5,024,162)	5,002,149	(5,918,408)

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.1 2021 Audit Presentation

Staff: Angela Diekhoff-Business Manager & Eryn Tolooee-BDO

Subject: 2021 Audited Financial Statements and Supplementary Information

Staff Recommendation: Staff recommends acceptance of the 2021 Audited Financial Statements.

Discussion:

The 2021 Year-End Audit Report will be sent separately to the board after it is sent to LTWD. BDO staff will be presenting the audit report to the board at the board meeting.

The 2021 audit field work was completed in August 2022. The Management Discussion and Analysis was completed by staff August 3, 2022. The 2021 audit must be submitted to the State of Colorado before September 30, 2022.

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.2

Staff: Amber Kauffman, District Manager

Subject: Carter Lake Filter Plant (CLFP)

Staff Recommendation: Informational only

The CLFP board packet was not ready prior to the publication of this agenda item; however, more information may be provided after the CLFP Board meeting.

Dry Creek Reservoir Water

CLFP started using Dry Creek Reservoir water on July 6. Subsequent to the start of pumping, on July 7 the surge tank faulted, and pumping stopped. Pumping resumed on July 12; however, due to the north plant's ability to handle the increased TOC, pumping stopped on July 19. The increased TOC was causing the north plant to foul the membranes faster than expected, thereby reducing plant capacity and potential service life of the membranes with increased clean-in-place cycles. Pretreatment will resolve the issue; however, that solution could be years away.

Pretreatment

Josh and Rick were working on a scope of services for a contract for design of the pretreatment plant. It is anticipated that a proposal will be available for the CLFP board to review at the CLFP board meeting.

General Plant Info

The plants have some equipment repairs that are needed. More detail is forthcoming with the CLFP board packet.

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.3

Staff: Amber Kauffman, District Manager

Subject: St. Vrain Water Authority (SVWA)

Staff Recommendation: Informational only

Discussion:

The next meeting for the SVWA is scheduled for August 8. Election of officers for the SVWA are anticipated for the August 8 meeting.

Anticipated topics for Discussion include:

- Next steps on the Website
- 2023 Budget Schedule
- Discussion regarding general manager or administrative services

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.4

Staff: Amber Kauffman, District Manager

Subject: Windy Gap Firming Project

Staff Recommendation: Informational only

Discussion:

Colorado River Connectivity Channel (CRCC) – NRCS official approval signatures has been delayed for full funding. The approval for a portion of the funding has been approved. The full funding is reported to be approved but the signature is not on the proverbial dotted line. The early works construction package continues with most of the fill material for the new dam stockpiled, the reservoir is drained, and riprap is also stockpiled.

Chimney Hollow –Generally, the project continues to fall within the early completion schedule meaning that the critical path items are on schedule. The critical path item currently is the grout program. Current issues continue to be the dam foundation quantities, which are expected to result in a \$5 million to \$10 million change order due to the higher than expected rock elevations and the foundation seepage which appears to be potentially a smaller issue than first thought. An additional issue includes the asphalt design test results indicating a softer mix than desired. The trouble is that all the specific testing for this application is only done in Europe. No testing currently is completed in the US, thereby delaying some of the adjustments. The final current issue is the plinth concrete thickness. The contractor suggests that the required extra thickness is due to the rock formation, and the engineer suggests that the extra thickness is due to the contractor’s means and methods. No resolution at this time but the parties are working together toward a resolution.

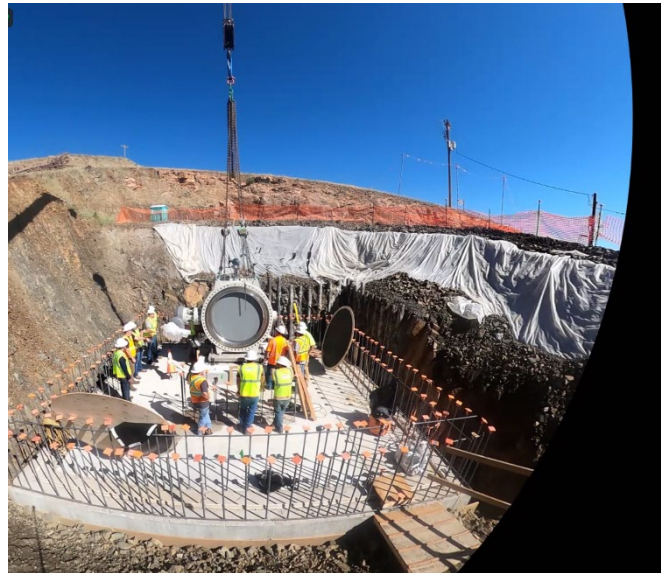




Hydraulic Asphalt Test Fill – Machine Placement

The downstream portal construction has approximately 315 feet of the 600 feet completed with crews working around the clock. The Bald Mountain Tunnel connection valve was set and the building that houses it is under construction. It needs to be completed by September 19 for the scheduled shutdown of the tunnel.

Dam foundation is nearly 79% complete and plinth construction is nearly 40% complete.



- Through June 2022:
- Foundation: 78% Complete
 - Begin Zone 4 upstream shell

WGFP Enhancement Donor Fund Advisory Committee - The Advisory Committee met May 20. The meeting produced progress on the establishment of criteria for funding of projects. They have also decided to use a letter of interest to RFP approach for projects funded by the donor fund. The goal is to have a press release for the letter of interest in September, finalized set of grading criteria for funding of projects by October, project selection in December. Discussion remains as to whether the funding shall be matched by the parties or stand alone as well as to whether the group should hire a consultant for stream restoration expertise.

WGFP Mitigation Enhancements

There are several ideas that Northern has to assist in mitigating nutrient loading into the three lakes system (Grand Lake, Shadow Mountain Lake, and Granby Lake). Northern is hoping to have a feasibility level cost estimate for improvements to wastewater plants to assist in the nutrient reduction by the end of the year. They are planning to meet with their consultant on the topic on Friday August 5.

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.5 Public Hearing Action Item

Staff: Judy O'Malley, Administrative Assistant

Subject: LTWD Larimer County Exclusions – Resolution 2022-22
LTWD Weld County Exclusions - Resolution 2022-23

Staff Recommendation: Staff recommends approval authorizing the Board President and Secretary to complete the documents required to exclude the properties, as listed below, to 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 2022-22

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: The Richard & Kelli Drouet Revocable Living Trust
Parcel Number: 9414220010
Property Address: 1339 Westport Ave., Berthoud, CO 80513
Legal Description: Lot 10, Block 4, VANTAGE SUB, BER (20160065030), 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 August 11, 2022."

President

Attest: _____
Secretary

[SEAL]



1339 Westport Ave
Berthoud, CO
Parcel: 9414220010

Loveland
Reservoir

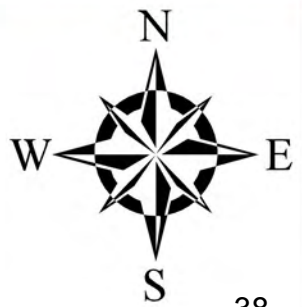
N-BERTHOUD-PKWAY

WESTPORT-AVE

WESTPORT-LOOP

VANTAGE-PKWY

LTWD EXCLUSION: RICHARD & KELLI DROUET TRUST



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

RESOLUTION 2022-23

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

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

Property Owner: Platte Land & Water LLC
Parcel Number: 105905400014
Property Address: N/A
Legal Description: A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
NOW DEFINED AND DESCRIBED AS: LOT B, RECORDED EXEMPTION NO 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997, AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO

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

"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on August 11, 2022."

President

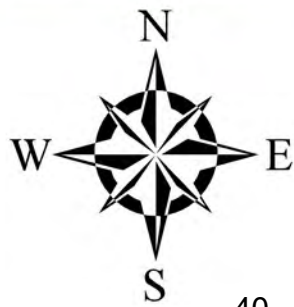
Attest: _____
Secretary

[SEAL]



WCR 17 & WCR 48.5
 Johnstown, CO
 Parcel: 105905400014

LTWD EXCLUSION: PLATTE LAND & WATER



Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.6 2023 Budget Schedule and Objectives

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

Subject: Review of 2023 Budget Schedule and Objectives

Staff Recommendation: This item is for general discussion; no formal action is requested.

Discussion:

Schedule: As we have surpassed the mid-year of 2022, it is time to plan for the 2023 Budget. This schedule has been used to allow the Board time to digest the major components of the budget and allow staff time to work on the details of the budget.

August 11	Discussion of budget objectives and general directions from the Board.
September 22	Presentation of proposed Capital expenditures and projects.
October 13	Presentation of the proposed budget (required on or prior to Oct. 15, 2022).
November 10	Scheduled public hearing on the budget, 30-day notice required.
December 15	Adoption on 2022 Budget (required by December 15, 2022).

Budget Objectives: The following budget objectives are suggested as a starting point for the 2023 budget. They are intended to stimulate discussion and suggestions from the Board.

- Projected tap sales at 250 taps for 2023.
- Overall retail rate increase for base rate and tiers to help keep up with inflation, a 5% increase to the base rate and lower tiers and a 9% increase to the top tiers.
- Review and update all wholesale rates.
- Continue water conservation efforts and outreach.
- Continue to fund work on native water change of use (water court).
- Budget 3.5% for cost-of-living plus a 4.4% for merit pay adjustments. Based on preliminary information from Employers Council survey for Government entities in Northern Colorado (3.5% for pay structure increase and 4.4% merit increases). Working with Employers council currently on comparison of salary ranges with LTWD employees and Northern Colorado/Denver.
- 1 new employee and 2 replacement employees for retirements.
- Plan and implement significant CLFP Joint Capital projects (pretreatment design/construction)
- Other input from the Board.

Discussion and your input will help District staff to present a budget for review and approval that meets the needs of the District and is aligned with your policies and direction.

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.7

Staff: Amber Kauffman

Subject: First Amendment to the 2002 Town of Johnstown IGA

Staff Recommendation: For Approval.

Discussion:

Matt LeCeref, Town Manager for the Town of Johnstown, has been short staffed and covering various roles and therefore unable to tackle updating the current IGA. Therefore, we are requesting approval of the first amendment of the 2002 IGA which would extend the terms of the agreement to March 2023. Matt and I will continue to work on a new IGA to bring to the board by that time.

Also attached is the 2002 IGA and 2009 IGA for your reference.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND
THE LITTLE THOMPSON WATER DISTRICT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First 2002 Amendment”) is made and entered into on this ___ day of _____, 2022, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado (“Town”), and the LITTLE THOMPSON WATER DISTRICT, a special district organized pursuant to Colorado law (“District”) (collectively, the “Parties”).

RECITALS

WHEREAS, on or about October 21, 2002, the Parties entered into that certain Intergovernmental Agreement concerning, among other matters, the establishment of emergency and temporary water service (“2002 Agreement”); and

WHEREAS, the 2002 Agreement provides that it shall remain in full force and effect for twenty (20) years, to and including October 21, 2022, and that, during the year prior to termination, the Parties shall review the 2002 Agreement for purposes of considering the advisability of extending, altering or modifying the terms thereof; and

WHEREAS, on or about January 21, 2009, the Parties entered into a separate Intergovernmental Agreement concerning, among other matters, the designation of water providers for properties within the Town for a term of twenty (20) years (“2009 Agreement”), providing that, if any terms conflict with the 2002 Agreement, the terms of 2009 Agreement will control; and

WHEREAS, the Parties are diligently negotiating the terms of a new agreement, but do not anticipate concluding such negotiation and executing a new agreement by October 21, 2022, and thus seek an extension of the term of the 2002 Agreement to and including March 31, 2023; and

WHEREAS, Section 9.08 of the 2002 Agreement provides that the Parties may modify the Agreement in writing; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First 2002 Amendment to Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First 2002 Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.

2. Amendment. Paragraph 7 of the 2002 Agreement is hereby deleted in its entirety and in its place inserted the following:

7. *Term.* This Agreement shall remain in full force and effect until March 1, 2023. The Town and the District agree that not less than one (1) year prior to the expiration of the Agreement both parties shall jointly review the Agreement for the purpose of considering the advisability of extending, altering or modifying this Agreement.

3. Effect of Amendment. Except as expressly provided in this First 2002 Amendment, the 2002 Agreement has not been amended, supplemented or altered in any way by this First 2002 Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

IN WITNESS WHEREOF, the Parties have executed this First 2002 Amendment as of the date set forth above.

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

By: _____
Gary Lebsack, Mayor

ATTEST:

Hannah Hill, Town Clerk

LITTLE THOMPSON WATER DISTRICT,
a special district of the State of Colorado

By: _____
Emily McMurtrey, President

ATTEST:

Amber Kauffman, Secretary

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of October, 2002, between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation, 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 District and the Town agree as follows:

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

C. WHEREAS, the Town provides treated water service to its citizens within the Town and other customers through facilities and infrastructure that it owns and maintains; and

D. WHEREAS, by the terms hereof, the Town and the District intend to establish EMERGENCY and TEMPORARY water service through a master meter installed at an agreed upon location within the District at a boundary with the Town's current growth area.

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 and specifically, 31-35-402(1)(b) and 31-1-02(2)(c), of the Colorado Revised Statutes and pursuant to Article XIV, Section 18, of the Colorado Constitution, the Legislature of the State of Colorado has: (a) determined that the State of Colorado has a valid interest in providing water for its citizens; (b) clearly 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 District and Town choose to utilize such agreements; and (d) specifically provided that there shall be no overlapping service territories for municipal corporations providing water service.

Taking into consideration the foregoing factors, the parties desire to establish emergency and temporary water service, restrict the duplication and overlapping of facilities, and the need to undertake long-range planning prior to initiating costly capital expansion programs while recognizing natural drainage basins and topography, which affect the quality and cost of water service.

For the purposes of this Agreement:

- (A) An EMERGENCY condition is defined as any occurrence, condition, or event that results in the Town or the District being unable to deliver treated water for essential use to their customers. Emergency conditions have a finite duration linked to a formal schedule agreed upon by both parties to fix, repair, or replace the root cause of the emergency condition and return the systems to normal service.
- (B) A TEMPORARY service condition assumes the District or the Town will provide services as a "convenience" to facilitate construction or upgrade of major facilities for duration of approximately ninety (90) days.
- (C) Essential Use is defined as all uses EXCEPT for the watering and irrigation of exterior landscape and the washing of pavement, sidewalks, structures, or vehicles.

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 in this Agreement. The Town and the District acknowledge the mutual goal of continuing the cooperation between the parties after the expiration of the term of this Agreement.

3. **Sale of Potable Water.**

3.01 The Town is desirous of obtaining emergency and temporary water for use by the Town. The District is desirous of obtaining emergency and temporary water from the Town for use by the District at some point in the future.

3.02 The Town agrees to pay the District such sum as may be prescribed from time to time by the Board of Directors of the District as the water rate or charge for such emergency and temporary water service. The District agrees to pay the town such sum as may be prescribed from time to time by the Board of the Town as the water rate or charge for such emergency and temporary water service. The water rate or charge by the District to the Town and by the Town to the District shall be identical. The initial rate for the provision of water shall be determined prior to commencement of service. The rate may include an exchange of water in lieu of dollars. The Board of Directors of the District and the Board of the Town, at such intervals as it 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 necessary, shall revise such rates so that it shall produce revenues which shall be sufficient, with the revenues from all other sources, to maintain and operate its respective systems and for the establishment and maintenance of reasonable reserves. The parties agree that the rate from time to time established by the Board of Directors of the District and the Board of the Town shall be deemed to be substituted for the rate herein provided and agree to pay for water furnished by the District to the Town and by the Town to the District hereunder after the effective date of any such revisions at such revised rates. Each party shall be responsible for all of its own system pressure, and the selling party shall not guarantee any minimum pressure in its delivery, but such pressure shall be reasonable to serve the purposes of this Agreement.

3.03 Provided that neither party shall be liable for loss to the other party for failure to deliver water because of war, riot, insurrection, breaks in the water system, or acts of God, each party shall endeavor to repair all breaks promptly on their respective water lines.

3.04 The parties agree to determine, by separate letter agreement, the terms of payment of the cost of interconnection of the respective water systems. It is generally the policy of both parties 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.

3.05 The party desiring the interconnection shall install such other facilities including the metering vault, meter, valves, and fittings so that the purchasing party may connect its water facilities to the selling party's meter. The design and construction of the main and other facilities shall be done by the parties together and the plans shall be mutually agreed upon by the parties prior to the commencement of construction. 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.

3.06 If said facilities cannot be installed because of act of God, governmental authority, action of the elements, accident, strikes, labor trouble, inability to secure materials or equipment, or any cause beyond the control of the party, such party shall not be liable therefor or for damages caused thereby.

3.07 In order to offset the cost of water to supply the selling party as herein described, the purchasing party agrees to temporarily transfer to the selling party, without expense to the selling party, the number of acre-foot-units of Northern Colorado Water Conservancy District, Loveland, Colorado, water rights sufficient to provide the number of gallons to be used by the purchasing party. Raw water provision requirements under this paragraph may be met from any other source of raw water that is reasonably acceptable to the selling party.

3.08 The quality of the treated water delivered to the purchasing party by the selling party shall be in accordance with all federal and state water quality standards.

3.09 Anything in this Agreement to the contrary notwithstanding to the extent that each may do so, 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.

4. **Quality of 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' service areas. Each party acknowledges that it is subject to the same drinking water quality standards as applicable to the other party for service areas located within the parties' limits.

5. **Water Tap Approval Process.**

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

5.02 Any person or entity requesting water service within an overlap area shall first make the following determination and declaration.

1. Is the real property to be provided water services ANNEXED to the Town?
 - (A) If yes, the Town is the designated water utility and the requestor must comply with all of the current requirements for water service from the Town.

2. Is the real property with the facility to be served NOT ANNEXED to the Town AND the person/entity requesting water service has no plans, present or future, to request annexation into the Town?
 - (A) If yes, the DISTRICT is the designated water utility for that facility and the requestor must comply with all of the current requirements for water service from the District.
 - (B) In addition, the requestor must send a registered letter to the Town and District indicating their intention to NOT pursue annexation into the Town.

5.03 The District's master plan and the Town's master plan shall address the upgrading of the respective systems in order to meet the Town's minimum fire flow and other service requirements for areas within the Town.

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

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

5.06 **Annexation Notice.** The Town will provide to the District notice of any proposed annexation to the Town at the time 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 may also contain other information pertinent to the annexation. The Town may provide to the District a copy of any report furnished to the County Commissioners pursuant to 31-12-108.5, C.R.S. The District shall be given the opportunity to comment in all planning relative the location of utilities, roads, drainage easements, ditch rights-of-way, and utility easements. Such opportunity to comment shall be that which is accorded to the District by law.

5.07 The District and Town 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.** The Town and the District agree to continue the cooperative exchange of information, operational assistance and emergency aid. The parties acknowledge that the Town desires at least one emergency water system interconnection which will be completed by the parties within twelve (12) months of the date of this Agreement to facilitate emergency and temporary supplies.

7. **Term.** This Agreement shall remain in full force and effect until twenty (20) years from the date of this Agreement. The Town and District agree that not less than one (1) year prior to the expiration of the Agreement both parties shall jointly review the Agreement for the purpose of considering the advisability of extending, altering, or modifying this Agreement.

8. **Enforceability.** The parties to this Agreement 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 shall be prohibited by applicable law. Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

9. *Miscellaneous.*

9.01 Neither party shall be considered in default with respect to any obligation hereunder if prevented from fulfilling such obligations by reason of uncontrollable forces, the terms uncontrollable forces being deemed, for the purposes of this Agreement, to mean any cause beyond the 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, and restraint by court or public authority which, by due diligence and foresight, such party could not reasonably have been expected to avoid.

9.02 Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

9.03 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 to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such requests, upon receipt of properly itemized bills 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 expense, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering the assistance.

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

9.05 The respective 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 hereof.

9.06 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.

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

9.08 All negotiations, considerations, representations, and understandings between the parties are incorporated herein, any may be modified or altered only by agreement, in writing, by the parties.

9.09 The parties agree that the provisions of this Agreement may be specifically enforced in a court of competent jurisdiction, and 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.

9.10 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.

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

9.12 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.

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

9.14 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.

9.15 Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed, postage prepaid, by first class mail to the District at ~~P. O. Drawer G~~, Berthoud, Colorado 80513, and to the Town at P. O. Box 609, Johnstown, Colorado 80534. The addresses may be changed at any time by similar notice.

835 E. Hwy 5

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

TOWN OF JOHNSTOWN, COLORADO



By: Diana Seele
Town Clerk Diana Seele

By: Troy D. Mellon
Mayor Troy D. Mellon

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to under oath before me by Troy D. Mellon, Mayor of the Town of Johnstown, and Diana Seele, Town Clerk of the Town of Johnstown, on this 1st day of November, 2002.

Debra A. Kerz
Notary Public

My commission expires: Aug 15, 2005

LITTLE THOMPSON WATER DISTRICT

ATTEST:
By: Richard H.H. Whitte
Secretary

By: Robert Foggio
President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to under oath before me by Robert Foggio, President of Little Thompson Water District, and Richard H.H. Whitte, Secretary of Little Thompson Water District on this 12 day of JUN, ~~2002~~ 2005.

Brenda Prock
Notary Public

My commission expires: 8/4/08

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of January 2009 between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, 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 District and the Town agree as follows:

RECITALS

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

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

WHEREAS, the Town provides treated water service to its citizens within the Town through facilities and infrastructure that it owns and maintains; and

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 Article 35 of Title 31 and Article 1 of Title 32 of the Colorado Revised Statutes, and pursuant to Article XIV, Section 18, of the Colorado Constitution, the Legislature of the State of Colorado has: (a) determined that the State of Colorado has a valid interest in providing water for its citizens; and (b) clearly 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.

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 in this Agreement.

3. **Water Service.**

a. Johnstown will serve water to all properties annexed to the Town of Johnstown with the exception of certain annexations as in the case of the property known as the "Hart Annexation" located at the southwest portion of the intersection of Interstate 25 and State Highway 56 which is expected to be served by Johnstown but with an agreement with Little Thompson Water District to provide the water through a master meter.

b. Johnstown will identify areas to the District which may be served by the District until such time as Johnstown's infrastructure has been completed to a degree to facilitate water service directly by the Town. Water will be provided in these instances by the District through a master meter to the Town. Water rates to be charged to the Town will be determined by a study prepared by The Engineering Company (TEC) and shall follow the same procedure provided under the terms of the Intergovernmental Agreement between the parties dated October 21, 2002, concerning emergency interconnects.

c. It shall be the responsibility of Johnstown to communicate to the District during the preparation of engineering and construction plans for development projects within Johnstown to identify those projects that the District may need to provide a master meter to the Town.

d. Concerning those areas under which the District currently serves water to its existing taps and that have been annexed to Johnstown, the District shall continue to provide service to those taps until such time as Johnstown, by written notice, opts to provide service to such water taps, at which time compensation will be determined between the parties and provided to the District generally in accordance with the terms of the Settlement Agreement entered into between the parties on April 16, 2007, in Larimer County District Court Case No. 2005-CV-1183. The terms of this Agreement hereby incorporate the following specific terms derived from the Settlement Agreement:

Johnstown shall pay the District ten times the annual gross water revenue received by the District from the applicable District Tap within 30 days after the date that the Tap has been removed from its current location (by relocation or termination). The calculation shall be made based on the most recent 12 months revenue prior to the end of the month prior to the date that the Tap is removed from its current location. No water or water rights shall be transferred by the District to Johnstown as a result of the termination of a Tap. Johnstown shall pay District its cost of removal of the water pits for any District Tap acquired by Johnstown under this Agreement. The District may allow Johnstown to remove the meter pits through Johnstown's employees or contractors in accordance with District standards; and Johnstown shall pay all of such cost under such circumstances. No water facilities of the District except for the meter pits and water lines from the pits to the service line of the District shall be conveyed to Johnstown. The water meters for each Tap shall be removed and returned to the District. The District shall retain all private easements and rights of way and all rights in public areas for its existing and future water facilities with Johnstown.

4. It is not intended by this Agreement to replace the Intergovernmental Agreement executed between the parties dated October 21, 2002. That Agreement shall remain in full force and effect except for provisions in conflict with this Agreement and in that event, this Agreement shall prevail.

5. **Term.** This Agreement shall remain in full force and effect until twenty (20) years from the date of this Agreement. The Town and District agree that not less than one (1) year prior to the expiration of the Agreement, both parties shall jointly review this Agreement for the purpose of considering the advisability of extending, altering, or modifying it.

6. **Enforceability.** The parties to this Agreement 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 this Agreement to the contrary, in no event shall any of the parties exercise any powers or undertake any actions which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

7. **Miscellaneous.**

a. Neither party shall be considered in default with respect to any obligation hereunder if prevented from fulfilling such obligations by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this Agreement, to mean any cause beyond the 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, and restraint by court or public authority which, by due diligence and foresight, such party could not reasonably have been expected to avoid.

b. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

c. 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 to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such requests, upon receipt of properly itemized bills 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 expense, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering the assistance.

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

e. The respective 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 hereof.

f. 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.

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

h. All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and may be modified or altered only by agreement, in writing, signed by the parties.

i. The parties agree that the provisions of this Agreement may be specifically enforced in a court of competent jurisdiction, and 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.

j. 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.

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

l. 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.

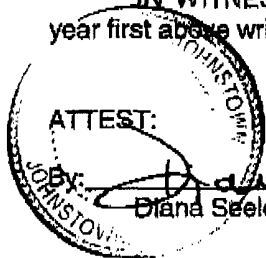
m. Neither party may assign or transfer all or any part of this Agreement without the prior written consent of the non-assigning party.

n. 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.

o. Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed, postage prepaid, by first class mail to the District at 835 East Highway 56, Berthoud, Colorado 80513, and to the Town at P. O. Box 609, Johnstown, Colorado 80534. The addresses may be changed at any time by similar notice.

p. Anything in this Agreement to the contrary, notwithstanding to the extent that each may do so, 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 would otherwise be entitled under the Colorado Governmental Immunity Act.

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



TOWN OF JOHNSTOWN, COLORADO

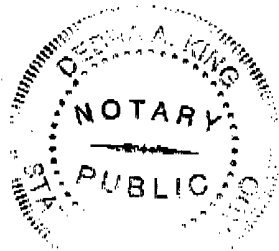
By: Mark Romanowski
Mark Romanowski, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to under oath before me by Mark Romanowski, Mayor of the Town of Johnstown, and Diana Seele, Town Clerk of the Town of Johnstown, on this 21st day of January, 2009.

[Signature]
Notary Public

My commission expires:
8-15-2009



LITTLE THOMPSON WATER DISTRICT

ATTEST:

By: Judy G. Dahl
Secretary

By: Alex Sauer
President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to under oath before me by Alex Sauer,
President of Little Thompson Water District, and Judy G. Dahl,
Secretary of Little Thompson Water District, on this 8 day of January, 2009.

Sandra Jelsack
Notary Public

My commission expires: October 23, 2010

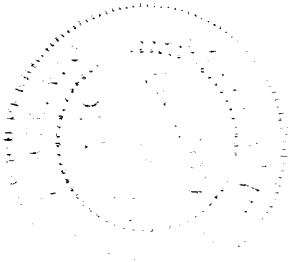


STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to under oath before me by Mark Romanowski, Mayor of the Town of Johnstown, and Diana Seele, Town Clerk of the Town of Johnstown, on this ____ day of _____, 2008.

Notary Public

My commission expires:



LITTLE THOMPSON WATER DISTRICT

ATTEST:

By: Judy G. Dahl
Secretary

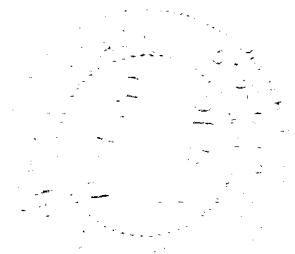
By: Alex Sauer
President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to under oath before me by Alex Sauer,
President of Little Thompson Water District, and Judy G. Dahl,
Secretary of Little Thompson Water District, on this 8 day of January, 2009.

Sandra Jelsack
Notary Public

My commission expires: October 23, 2010



LITTLE THOMPSON WATER DISTRICT

ATTEST:

By: Judy G. Dahl
Secretary

By: Alex Sauer
President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to under oath before me by Alex Sauer,
President of Little Thompson Water District, and Judy G. Dahl,
Secretary of Little Thompson Water District, on this 8 day of January, 2009.

Sandra Jelsack
Notary Public

My commission expires: October 23, 2010

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 6.8

Staff: Amber Kauffman

Subject: LPWD-LTWD Memorandum of Understanding

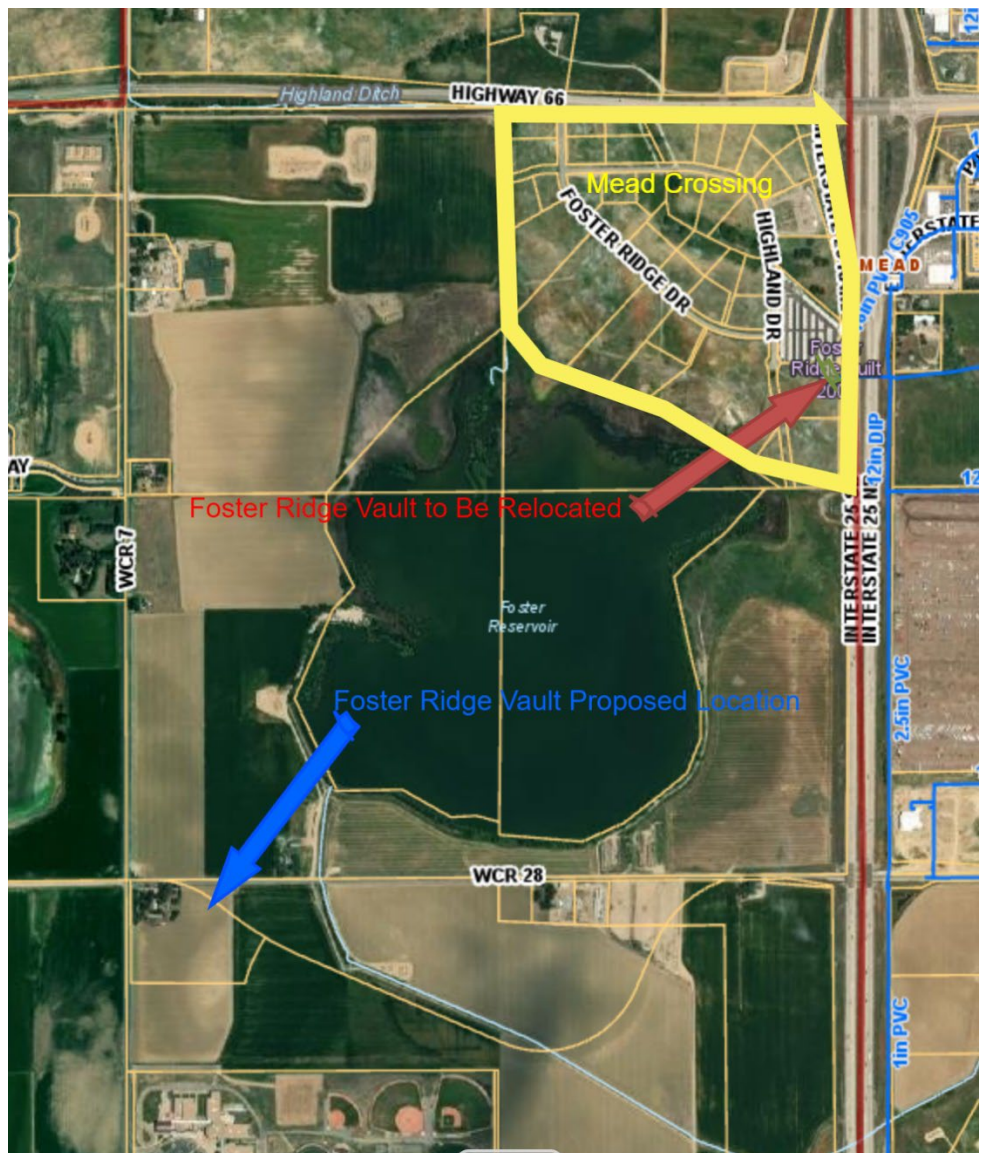
Staff Recommendation: For Approval.

Discussion:

Gary Allen, General Manager of Longs Peak Water District (LPWD), and I have been working on a way to transfer service of a subdivision that LPWD serves, Mead Crossing, to LTWD. The cause of the change is due to the relocation of a meter vault that serves LPWD from LTWD. The vault will be relocated by another development, Waterfront. Ultimately, LTWD will take over the service to the entire subdivision and take ownership of the existing infrastructure.

The timing is important as there is currently only one LPWD customer in Mead Crossing but there are several other lots wanting service. It would be better for staff and customers to not have that switch happen after customers have been established in LPWD. This means that all new

customers will need to meet LTWD's requirements for service and pay LTWD's tap fees to LTWD. When the vault is relocated, the existing LPWD customer will be advised of the situation



and be asked to sign exclusion paperwork from LPWD and inclusion paperwork for LTWD along with a Domestic Water Agreement.

This change in service area, preempted by the relocation of the meter vault, will require an amendment to the existing IGA with LPWD, Mead, and LTWD. In the meantime, LPWD and LTWD both felt it important to document the path ahead for development in Mead Crossing and to give developers clear direction forward. The Memorandum of Understanding has already been signed by Gary Allen, General Manager of LPWD (see attached).

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into effective May ___, 2022 by and between LITTLE THOMPSON WATER DISTRICT, a Colorado special district ("**LTWD**") and LONGS PEAK WATER DISTRICT, a Colorado special district ("**LPWD**"). LTWD and LPWD may herein be collectively called the "Parties" or each individually a "Party."

RECITALS

A. LTWD, LPWD and the Town of Mead have signed an Intergovernmental Agreement dated August 27, 2018 ("**IGA**") that identifies LTWD as the primary water provider for the Town of Mead ("Mead" or "Town") with portions of the Town maintaining existing service from LPWD.

B. LPWD is the water service provider, as identified in the IGA, and the owner of the water infrastructure that services the Mead Crossing Business Park project in Mead, Colorado (the "**Project**" or "**Mead Crossing**") generally located in the southwest corner of the intersection of Interstate 25 and State Highway 66 for which fourteen (14) Colorado-Big Thompson units were dedicated to LPWD for use in the Project.

C. LPWD obtains water to serve Mead Crossing from LTWD at the Foster Ridge Master Meter Vault currently located along the west side of Interstate 25 near the U-Haul and storage facility.

D. The proposed Waterfront development project in Mead, Colorado ("Waterfront") will be relocating the Foster Ridge Master Meter Vault to the southeast corner of the intersection of Weld County Road 7 (WCR 7) and WCR 28. This relocation will not allow LPWD to continue servicing Mead Crossing.

IN CONSIDERATION of the mutual promises and agreements set forth herein, LTWD and LPWD agree as follows:

AGREEMENT

1. LPWD and LTWD agree to negotiate in good faith toward a mutually acceptable revised intergovernmental agreement relating to the provision of service specifically for Mead Crossing being transferred to LTWD.
2. LPWD and LTWD agree to have lot developers for Mead Crossing work directly with LTWD to satisfy LTWD requirements for service prior to the Foster Ridge Master Meter Vault being relocated.
3. Upon a request to exclude a parcel from LPWD, LPWD will transfer the required portion of Colorado-Big Thompson units to LTWD for service to new customers in Mead Crossing as determined by the commitment letter written by LTWD as requested by the new LTWD customer. The transferred units shall not exceed the 14 dedicated for use in the project.
4. LPWD will transfer any of the remaining 14 Colorado-Big Thompson units to LTWD to serve Mead Crossing upon the final execution of the MOU and vault relocation.
5. LPWD will continue to operate and maintain waterlines within Mead Crossing until the Foster Ridge Master Meter Vault is relocated but will communicate with LTWD for operational

issues.

6. LPWD will work with LTWD staff to assist in data transfer regarding the operating conditions and pipe locations and materials for Mead Crossing.
7. This MOU is intended only as an expression of the Parties' commitment to diligently pursue a revised or amended intergovernmental agreement regarding the transfer of water service providers within the Mead Crossing project and the infrastructure therein and shall not otherwise create any binding obligation on either LTWD or LPWD.

The Parties are signing this MOU to be effective as of the date stated in the introductory clause.

LONGS PEAK WATER DISTRICT,
a Colorado special district

LITTLE THOMPSON WATER DISTRICT,
a Colorado special district

By: Gary S. Allen
Name: GARY S. ALLEN
Title: General Manager

By: _____
Name: _____
Title: _____

Agenda Item Summary

Little Thompson Water District

Date: July 14, 2022

Item: 7.1

Staff: Amber Kauffman, District Manager

Subject: District Manager's Report.

Regional Water Strat Op Work Session

I attended a work session on behalf of the District on July 29. The work of that day focused on determining the work scope for study by a consultant. A draft had been started by Sean Chambers of the City of Greeley and me. The conversation morphed into what the elected leaders were wanting to see out of the work of the group and who was willing to support what effort. The group discussed, among other topics, the challenges in delivering large quantities of water supplies which are available near a treatment plant for use in a potable system versus available water supplies used for non-potable use; conditions and potential outfall of the low water elevations in Lake Mead and Powell and the Bureau of Reclamations impending deadline for water use reduction; water conservation measures and land planning tools for reducing landscape demands; and the water demand/supply horizon for elected leaders to grasp and discuss with their constituency.

Chimney Hollow Tour

A reminder for the Board and LTWD managers for the August 17th tour of Chimney Hollow at 1 pm. Please meet at Northern Water. If your plans change, please let me know as soon as you can.

Employee Appreciation Event

LTWD hosted a Casino Night at City Star Brewery for the employees and a guest on July 29 at 5:00 pm. It was a fun, interactive event at a convenient location.

Office Building

The new office roof has been leaking after large storm events. I am concerned that the water could cause significant damage and other environmental concerns. Ken has started getting quotes for a new roof and other alternative roof solutions. We are looking at the costs and lifetime of the solution. We prefer not to spend too much as the long-term plan is to find a new home somewhere but not have a regular annual expense for repairs. Currently I would expect a cost in the range of \$50,000 to \$100,000 but will let you know where this goes. The goal is to get the roof repaired sooner rather than later with short schedule notices for some contractors and increased potential for damage with each precipitation event. We would like early authorization within a boundary to move forward. The item should be a non-operating expense, for which we didn't have dollars budgeted for that line item but will have sufficient room under the overall non-operating budget, thereby not exceeding the total budgeted expenditures for the District for this year.

Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 7.2 Business Manager's Report

Staff: Angela Diekhoff-Business Manager

Subject: August Board Meeting, Business Manager Report.

Staff Recommendation: For Information.

Discussion:

Rate Study:

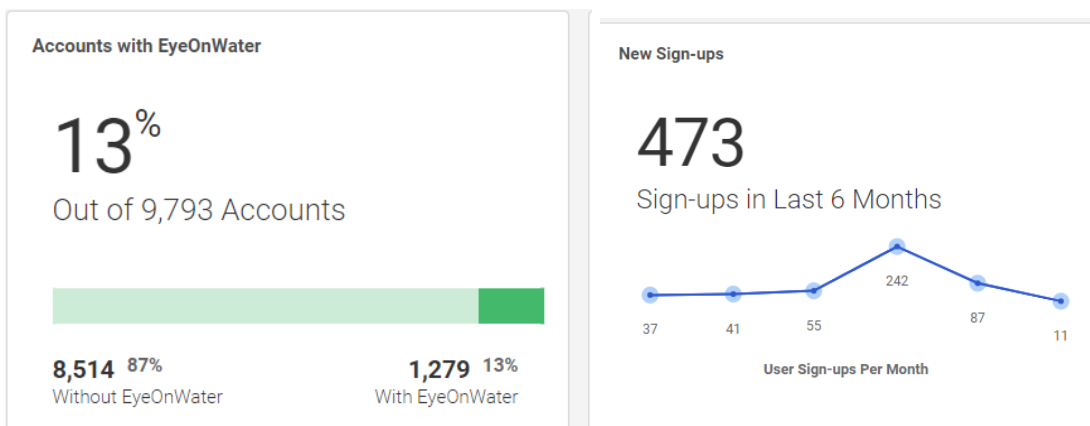
- Three proposals were submitted for the rate study RFP. Angela, Amber, and Brad will review them in the next week and award the contract to one of the companies by August 19, 2022.

2023 Board Meeting

- Judy will be preparing the 2023 schedule for board meetings in the next few months (November), we would like the board to think about how it will affect them if we would push out board meetings by a week. The thought behind this would be that it will give more time for staff to prepare the board packet, have time to get CLFP notes in and more time for the board members to review.

Eye on Water:

Total of 1,215 of the 1,158 goal for end of 2022. **GOAL MET!**



Agenda Item Summary

Little Thompson Water District

Date: August 11, 2022

Item: 7.3 District Engineer Report

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

Subject: August Board Meeting, Engineering Report.

Staff Recommendation: For Information.

Discussion:

COMMITMENT TO SERVE REQUESTS: 2601 taps in July bringing the 2022 total to 4,988 (2021 TOTAL: 1,214).
(2600 taps – Mead Portion of the Revised Turion Development)

2022 CAPITAL PROJECTS *FUNDED BY BOND PROCEEDS	PROJECT STATUS	BUDGETS TOTAL / 2022 / SPENT TO DATE
*WEST 1 ST STREET (#70-129-00000)	The western portion of the project is complete and the eastern portion is now substantially complete. Project final completion is expected in mid August.	\$950,000/\$400,000/\$291,790
*NORTHEAST TRANSMISSION LINE (#70-137-00000)	A preliminary alignment has been developed. Next steps involve easement discussions with property owners.	\$5,400,000/\$3,000,000/\$197,500
*TWIN MOUNDS 5MG TANK REHAB (#70-138-00000)	Current focus on various weld and pitting repairs in the ceiling structure. Epoxy stripe coating of the structural joints in the ceiling to begin the week of 8/8 followed by commissioning of the robotic sandblaster for the walls the following week. Completion of interior anticipated for the end of August.	\$1,650,000/\$825,000/\$1,206,269
*LOVELAND / CAMPION CONVERSION PROJECT #1 (#70-139-00000)	60 percent design drawings are complete and under final review by staff. Project complexity along with inflation of material costs indicate that total project costs could reach \$3.2 – \$3.4 million. This budget will require a phased approach with construction beginning in the last quarter of 2022 and project completion in 2023.	\$1,520,000/\$1,520,000/\$142,784
COUNTY ROAD IMPROVEMENTS (#70-100-00000)	Ongoing budget item driven by County Road improvement projects. Approx. \$95k has been earmarked for the design of 3 rd & Welker and LCR 8 & 21 waterline relocation projects.	\$200,000 / \$200,000 / \$3,043
SCADA IMPROVEMENTS (#70-103-00000)	2022 SCADA ongoing capital improvement program. The equipment for a level and water quality monitoring system for Dry Creek Res. has been order with installation scheduled for mid-July. A second use flow monitoring system at Lakeside Canyon in Mead is in progress.	\$200,000 / \$200,000 / \$20,406

2022 CAPITAL PROJECTS		BUDGETS
*FUNDED BY BOND PROCEEDS	PROJECT STATUS	TOTAL / 2022 / SPENT TO DATE
SMALL LINE IMPROVEMENTS (#70-121-00000)	Ongoing budget item to replace various small waterlines.	\$75,000 / \$75,000 / \$0
54 BRIDGE WATERLINE RELOCATION (#70-142-00000)	Relocate approx. 1,250 ft. of 12-inch waterline to accommodate WCR 54 bridge widening at the Big Thompson River. Project costs will be reimbursed by Weld County. Waterline relocation design is in progress.	\$732,000 / \$732,000 / \$0
DRY CREEK FLOATING PHOTOVOLTAIC FEASIBILITY STUDY (#70-143-00000)	Evaluate feasibility of installing photovoltaic panels on Dry Creek Res. for hydrogen production.	\$35,000 / \$35,000 / \$0
BUCKHORN PUMP STATION (#70-144-00000)	Installation of new variable frequency drives (VFD's) and evaluation of the condition of the existing pumps is complete.	\$42,000 / \$42,000 / \$15,202
WATER SYSTEM MASTER PLAN UPDATE (#53-400-00000)	The project is underway, but delayed due to staff workload gathering additional data for the consultant.	\$150,000 / \$75,000 / \$2,154
NON-POTABLE SYSTEM STUDY (#53-400-00000)	Study to evaluate managing non-potable irrigation systems. Project has been moved to 2022. No progress to date	\$45,000 / \$45,000 / \$0
RAW WATER INFRASTRUCTURE (#73-105-00000)	Engineering study & easement acquisition to capture & convey native waters for treatment. Develop request for proposal (RFP) for design services is the next step.	TBD / \$400,000 / \$7,586

New Development Projects:

Active Development Name	Lots / type of development	Status
St. Acacius (aka Lakeside Canyon)	222 Residential	Final Acceptance for Phase 1A Issued
The Highlands	225 Residential	Filing 2 Under construction.
Range View Estates	75 Residential	Offsite utilities complete. Contractor has begun installation of onsite utilities. Non-potable irrigation system in review.
Red Barn	457 Residential	Under construction.
Postle Properties	7 Industrial/Commercial (301 acres)	Phase 1 under construction.
Horizon Hills	269 Residential (modular)	Under construction
Horizon Hills	Offsite 16" waterline	Under construction
Gopher Gulch RV Park	145 RV spaces	Site utilities in progress
Elevation 25 (Formerly Mann Farms)	7 Commercial	In construction.
Barefoot Filing 4 Replat	28 Residential	Design approved.
Hawks Ridge Subdivision	120 Residential plus commercial	Design approved.
Barefoot Offsite Ronald Reagan Phase 3	Offsite for Residential	Design approved.
Mead Place	313 Residential, Multifamily & Commercial	Design approved.
Barefoot Filing 6	193 Residential	In design.
Waterfront	1,800 Residential plus Commercial	In design.
Raterink Lot 2	1 Commercial	In design.
Grand Meadow (aka Douthit)	400 Residential	In design.
Meadow Ridge	958 SFE - Residential & Commercial	Non-potable system water supply plan, initial review complete. Prelim. plat approved. Commitment letter updated.
Mead Village	96 Residential	Project from 2016 becoming active.

Active Development Name	Lots / type of development	Status
Turion - Revised	3,660 Residential plus commercial - total buildout.	1060 taps to be served by LTWD via Berthoud master meter, 2600 lots annexed into Mead served by LTWD direct.
Schulz Property	Single Industrial Lot	Beginning entitlement process with Mead. Commitment request received.
Welker Farms	Originally 150 lot residential	Replat to Multi-Family being proposed to the Town of Mead.
Westridge PUD	1,000 Residential, Multifamily & Commercial	Beginning entitlement process. No current movement.
GCI Flex (Mead)	4 Lot Industrial	Beginning entitlement process. No current movement.
Buffalo Highlands	1269 Lot Residential Plus Commercial	Commitment letter issued.

OTHER ENGINEERING & GIS ACTIVITIES

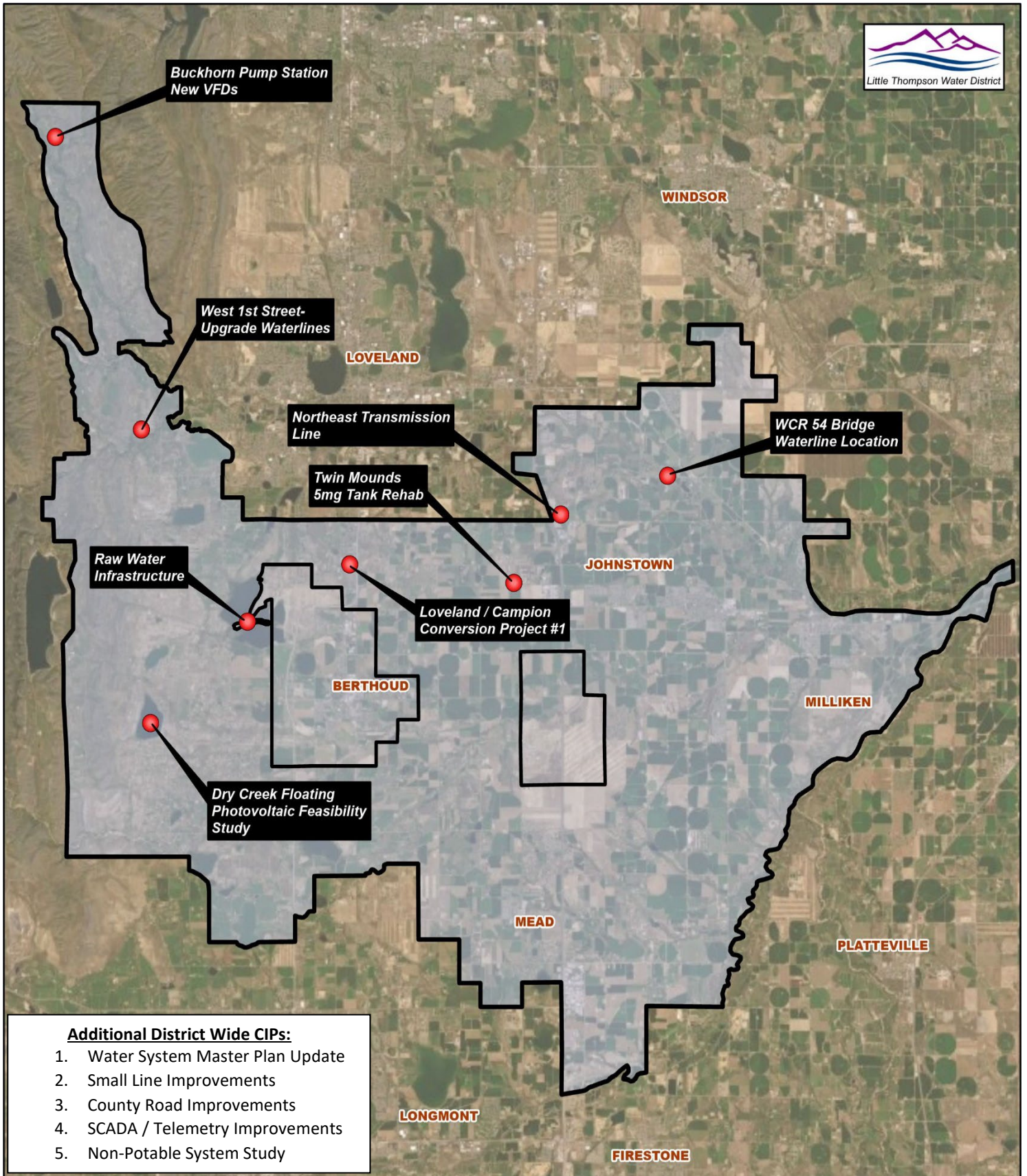
1. LCR 8 & 21 Roundabout. Infrastructure modifications (option #2) in design.
2. Pursuing missing easement for joint 24" on Schulz property impacted by area development.
3. West I-25 24" Transmission Line - Property acquisition and easement negotiations continue. Approximately 75% complete.
4. Engagement in various CDOT activities near LTWD infrastructure along I-25 continues.
5. The 42" ARV repairs substantially complete. Resolution to minor project punchlist items in process.
6. GIS system enhancements continue.

TWIN MOUNDS 5MG TANK REHABILITATION PROGRESS UPDATE

Pit filling and weld repairs in the ceiling structure, resulting from heavy corrosion, currently in progress.



2022 LTWD Capital Improvement Project Locations



Agenda Item Summary

Little Thompson Water District

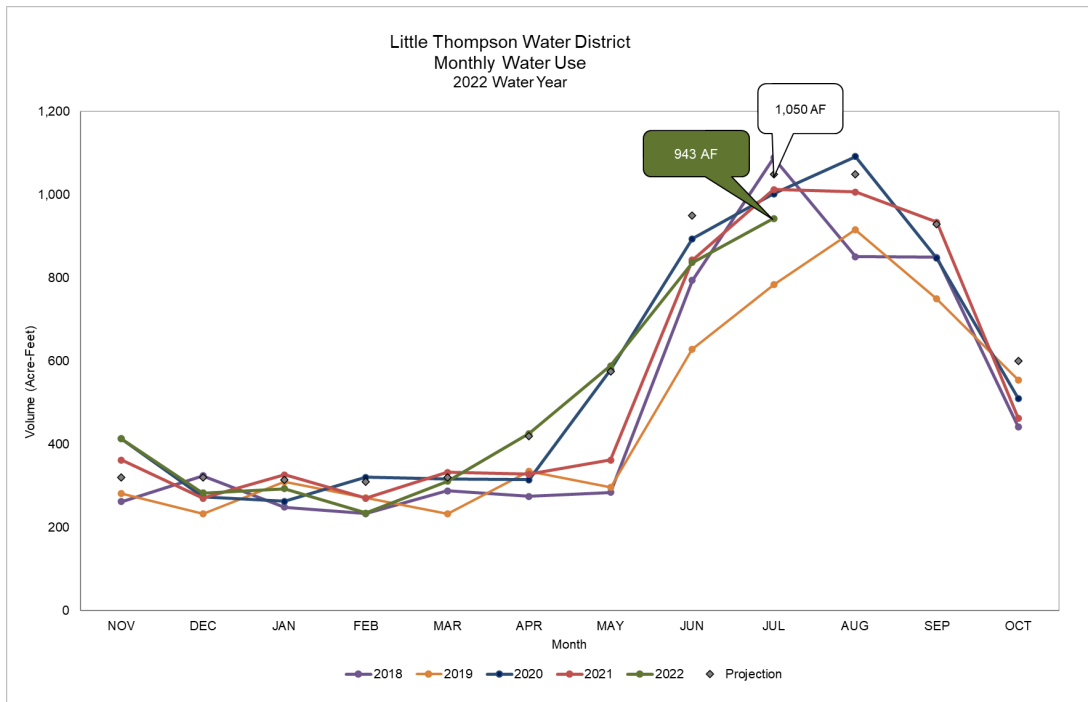
Date: August 11, 2022

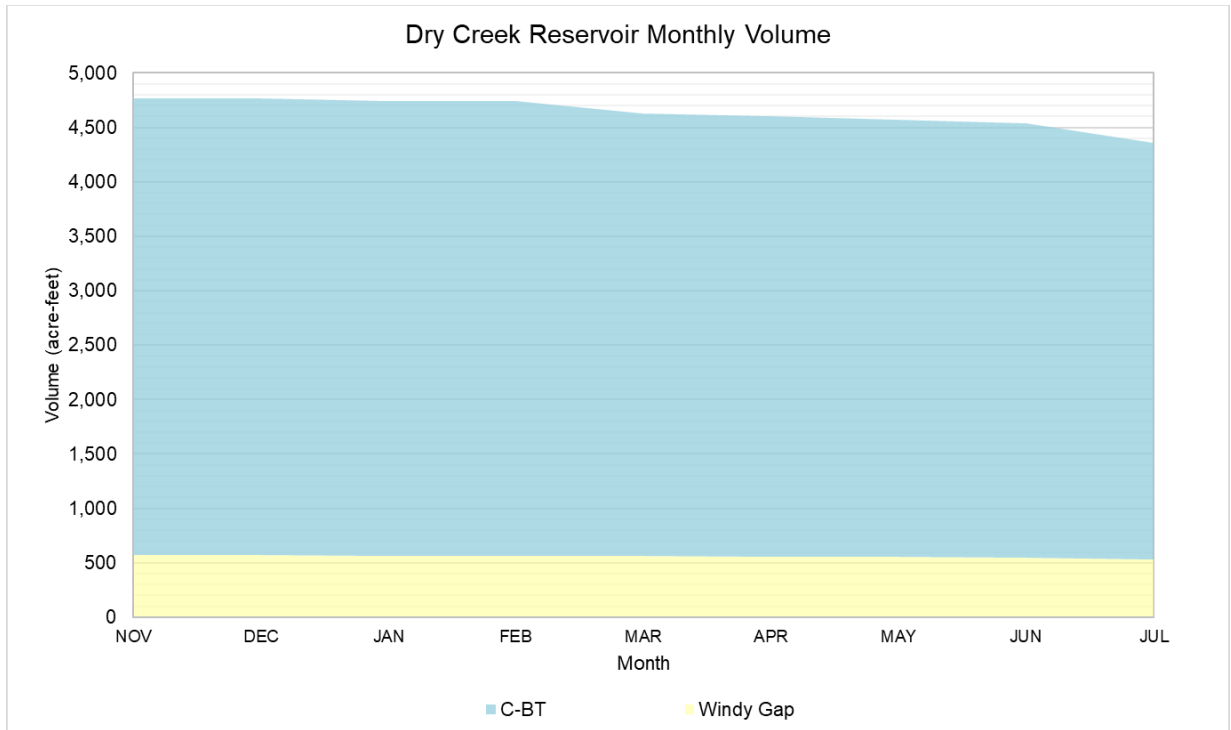
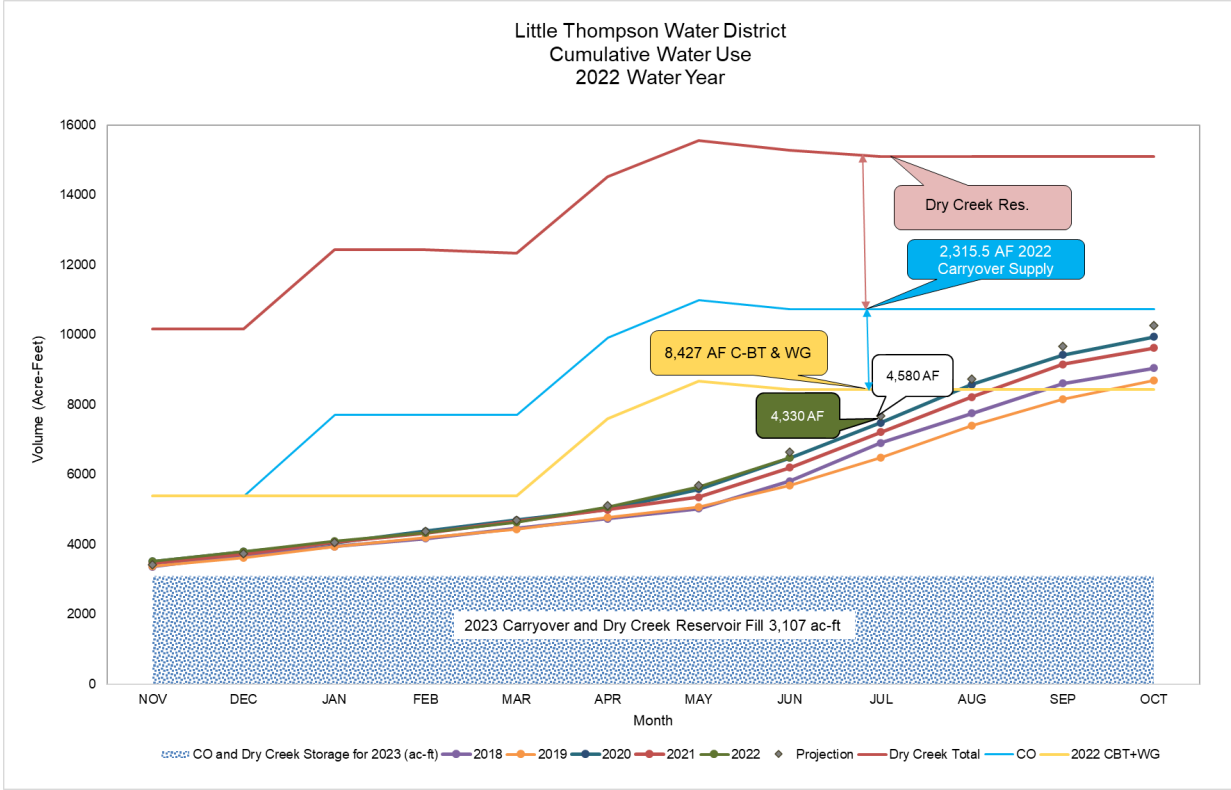
Item: 7.4 Water Resources Managers Report

Staff: Nancy Koch, Water Resources Manager

Subject: July Water Use

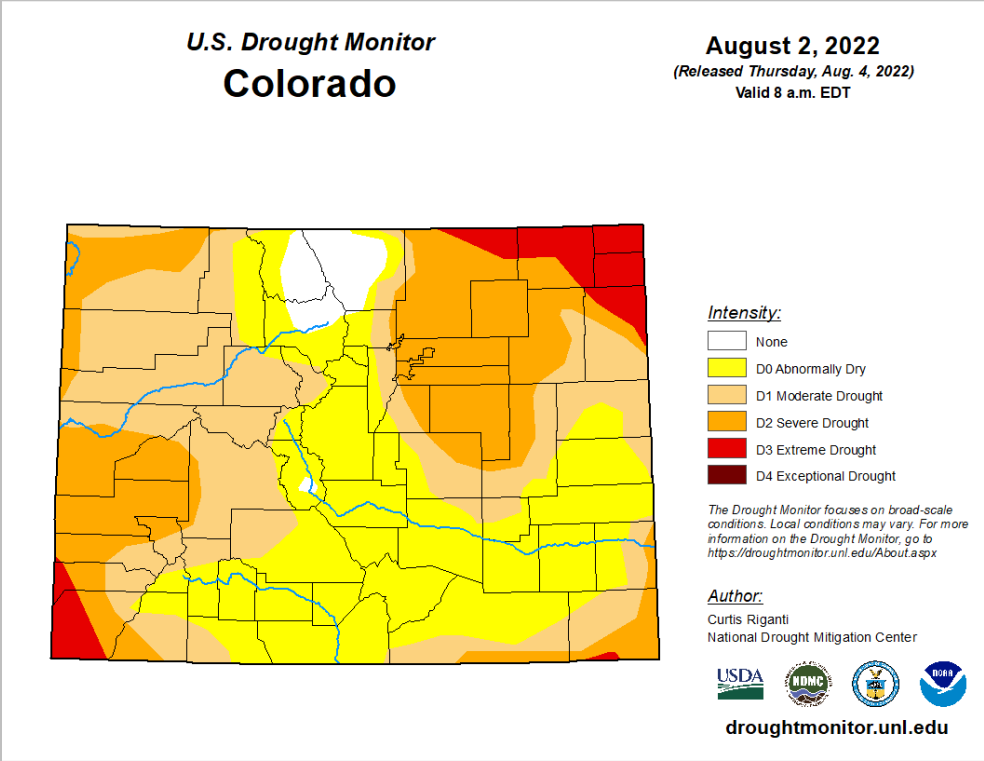
Staff Recommendation: Information Only



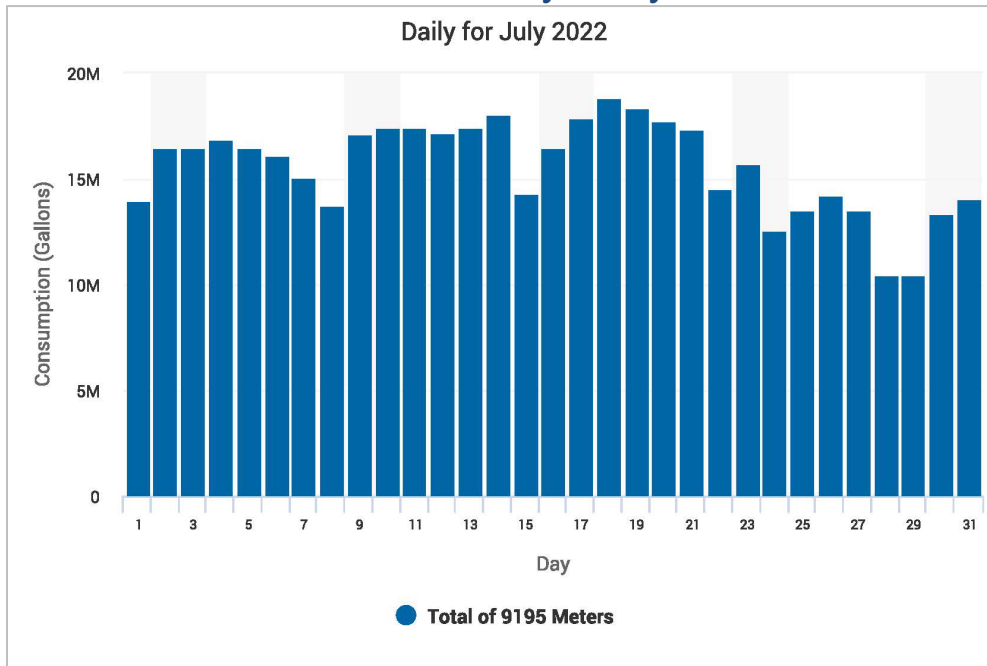


Water Court Progress

Home Supply	
January 2021	District Circulated Proposed Decree and Engineering Report
March 11, 2022	Opposers Comments Due
June 17, 2022	District's Comments to Objectors Complete
September 16, 2022	Deadline of Additional Objector Comments
December 16, 2022	Follow-up Status Conference



LTWD Customers' July Daily Water Use



Agenda Item Summary

Little Thompson Water District

Date: August 1, 2022

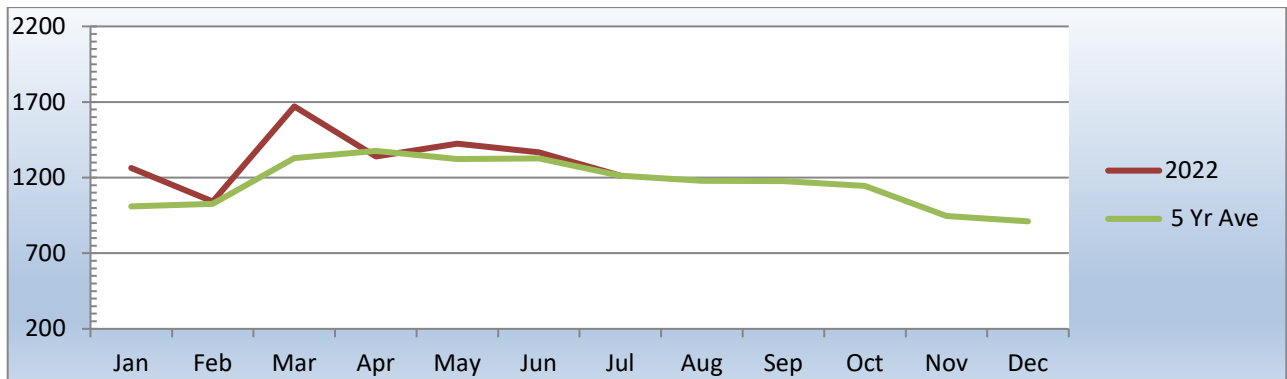
Item: 7.5

Staff: Ken Lambrecht, Operations Manager

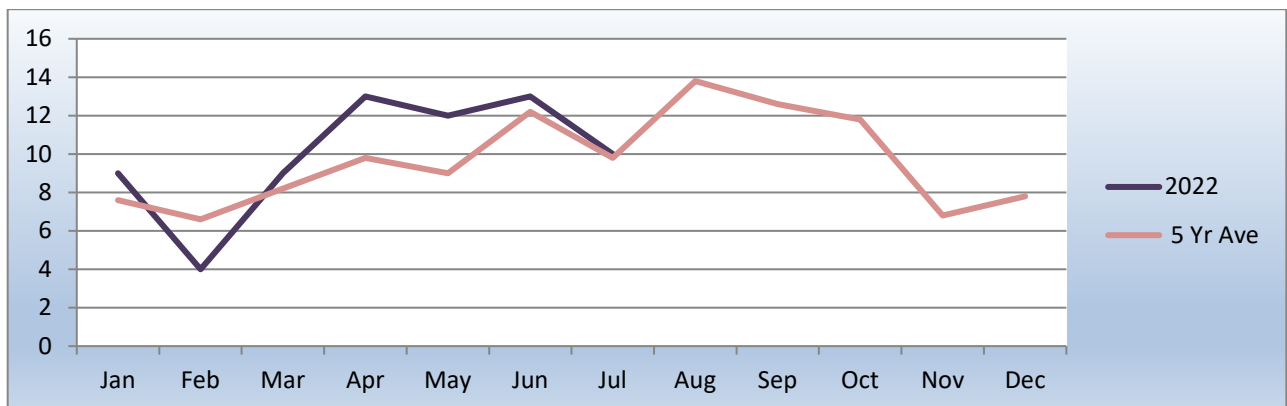
Subject: Operations and Water Quality Report
Staff Recommendation: For Informational Purposes

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.

Lead & Copper Sampling:

Next Sampling Period: July – December 2022: Typically, samples are taken in November.

DBP2 Sampling

Next Sampling Period: August 2022

Customer Taste & Odor Work Orders:

There were zero water quality work orders for the month of July 2022.

Project Updates and Notes:

Loveland Tap Exchange Project

Work is complete.

Valve Exercising:

4,587 valves have been exercised out of a total of 6,076

