

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



Little Thompson Water District

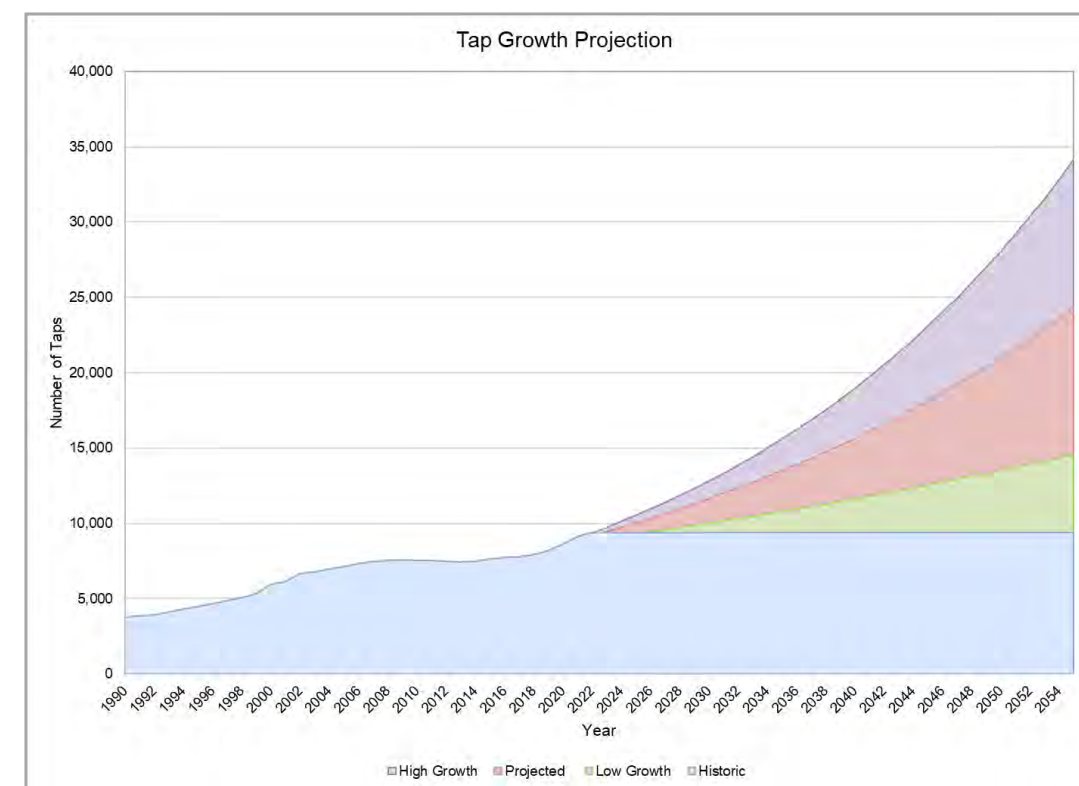
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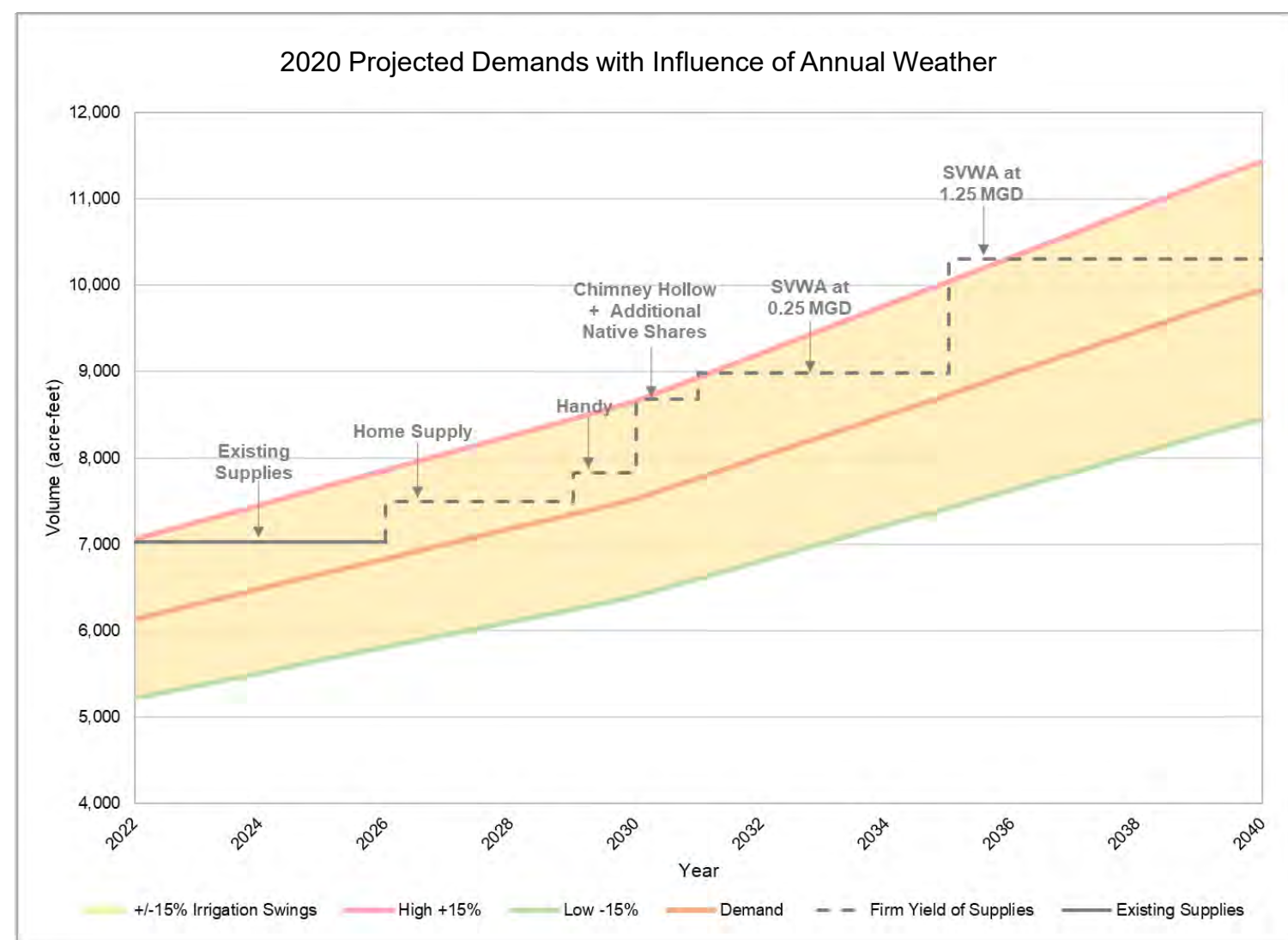
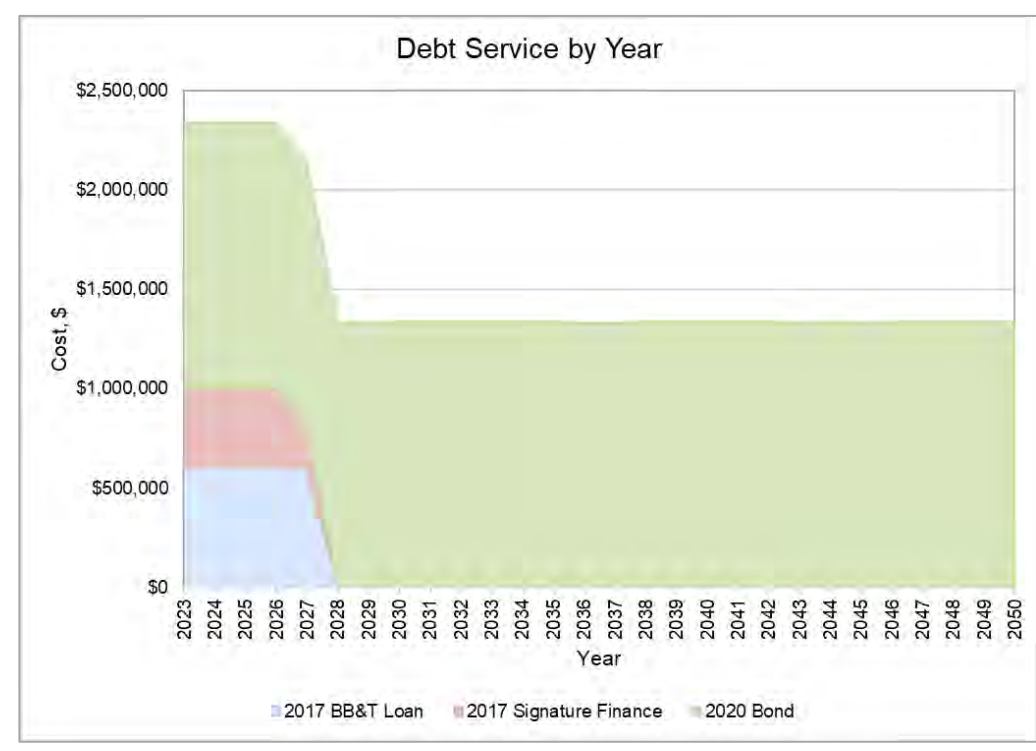
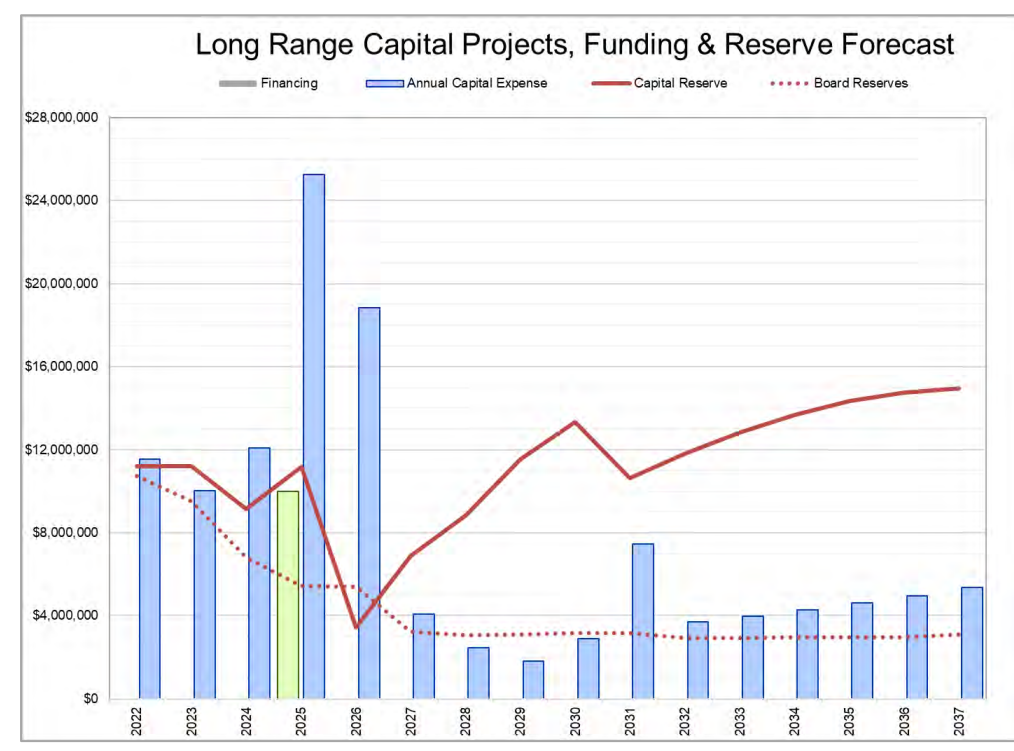
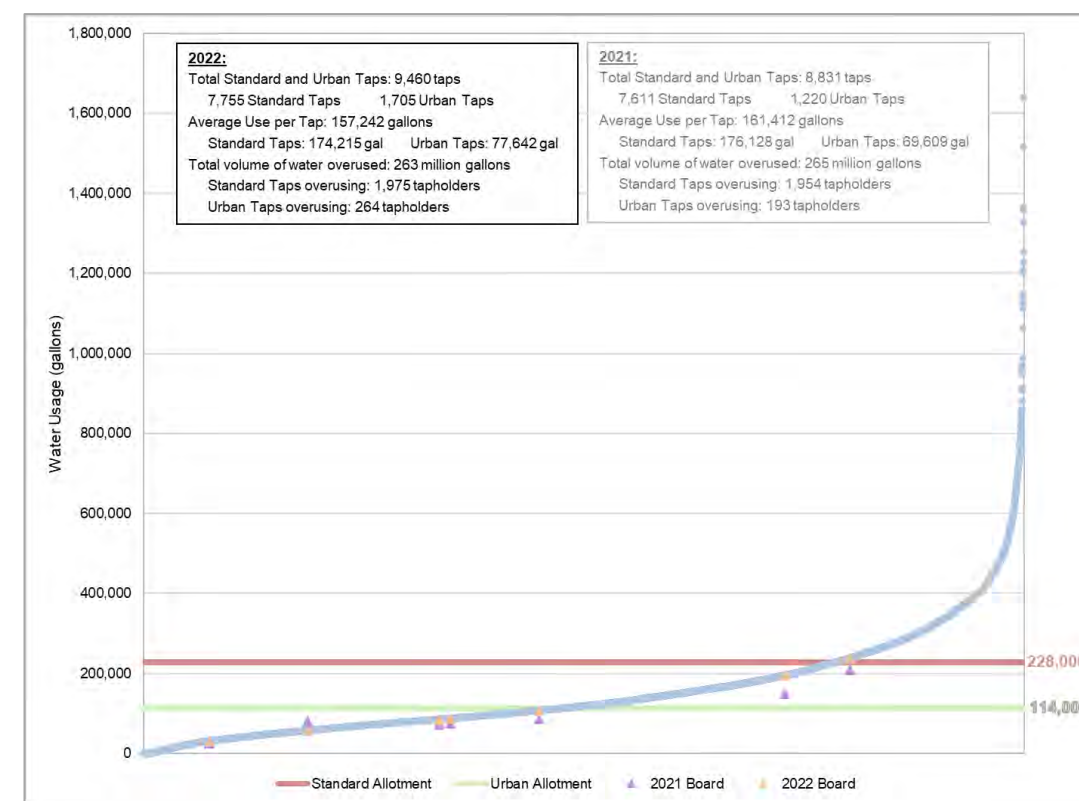
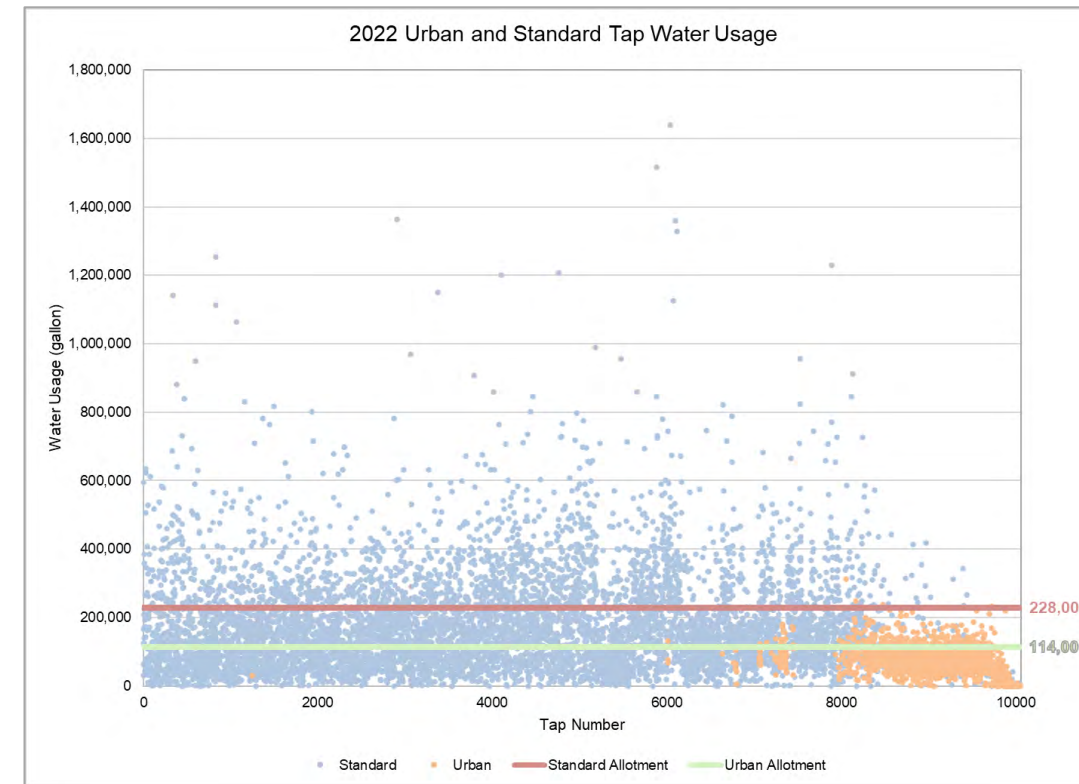
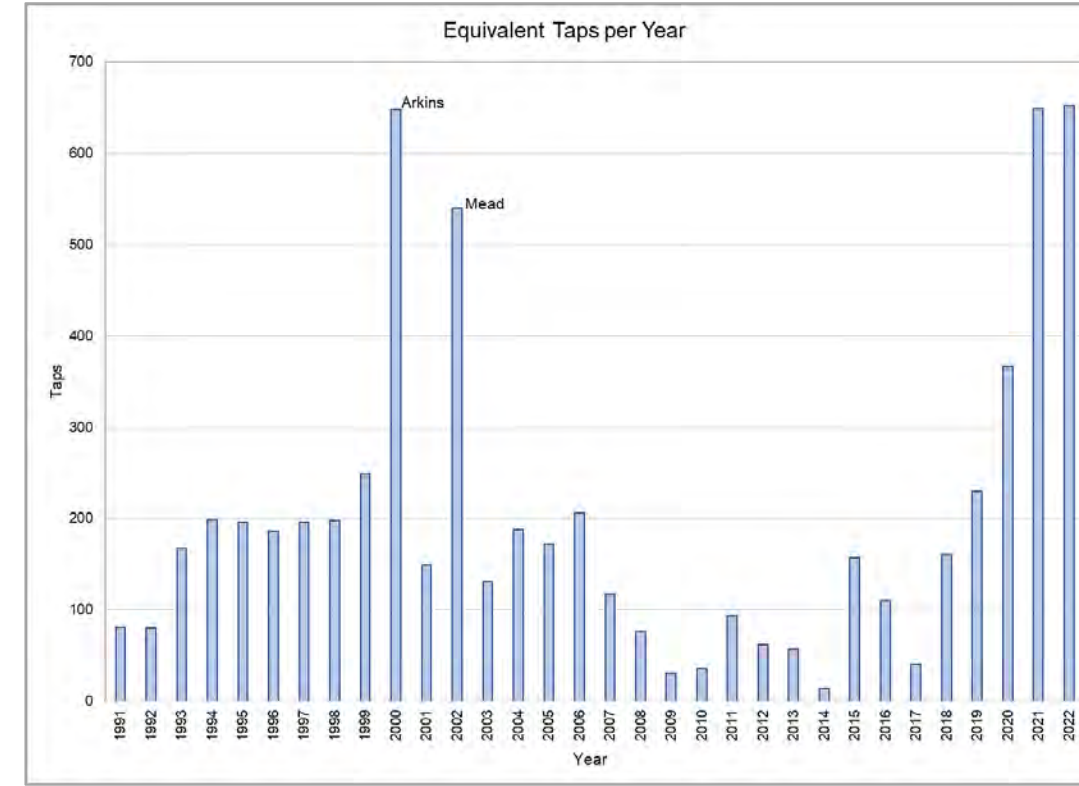
**Regular Board Meeting Agenda
March 23, 2023 - 5:00 P.M.**

1. Call to Order - *Pledge of Allegiance*
2. Roll Call:
3. Agenda Review:
4. Public Comment on Non-Agenda Items:
5. Consent Items:
 - 5.1. Minutes of the February 16, 2023, Regular Board Meeting..... Page 4
 - 5.2. Tap List 686..... Page 19
 - 5.3. February 2023 Disbursements Report Page 21
 - 5.4. February 2023 Financial Report Page 26
6. Discussion Items:
 - 6.1. Danny Davis Variance Request..... Page 32
 - 6.2. Johnstown IGA extension..... Page 34
 - 6.3. Mikaela Rivera Contract..... Page 56
 - 6.4. Mikaela Rivera Contract H2 Project..... Page 60
Resolution 2023-07 H2 Project Property Acquisition
 - 6.5. Mikaela Rivera Contract RFO Project..... Page 63
Resolution 2023-08 RFO Project Property Acquisition
 - 6.6. Carter Lake Filter Plant Page 66
 - 6.7. St. Vrain Water Authority Page 68
 - 6.8. Windy Gap Firming Project Page 70
 - 6.9. Public Hearing: Action Item: Motion to Approve:..... Page 76
Resolution 2023-09 Boulder County Inclusions
Resolution 2023-10 Larimer County Inclusions
Resolution 2023-11 Larimer County Exclusions
Resolution 2023-12 Weld County Exclusions
7. Staff Reports:
 - 7.1. District Manager’s Report Page 97
 - 7.2. Business Manager’s Report..... Page 100
 - 7.3. District Engineer’s Report Page 101
 - 7.4. Water Resources Manager’s Report Page 105
 - 7.5. Operations Manager’s Report and Water Quality Update..... Page 109
8. Director Reports:
9. Adjournment.

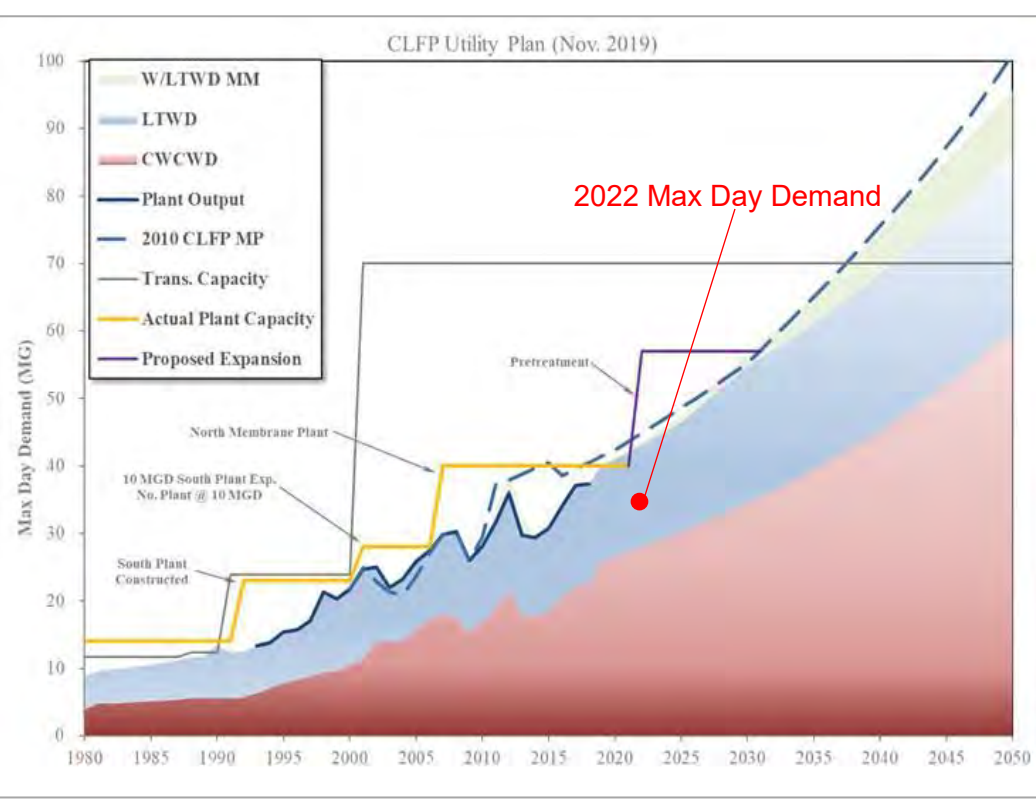
“Serving our customers with safe, reliable and good tasting water at a fair price”



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



UPDATED 1/19/2023

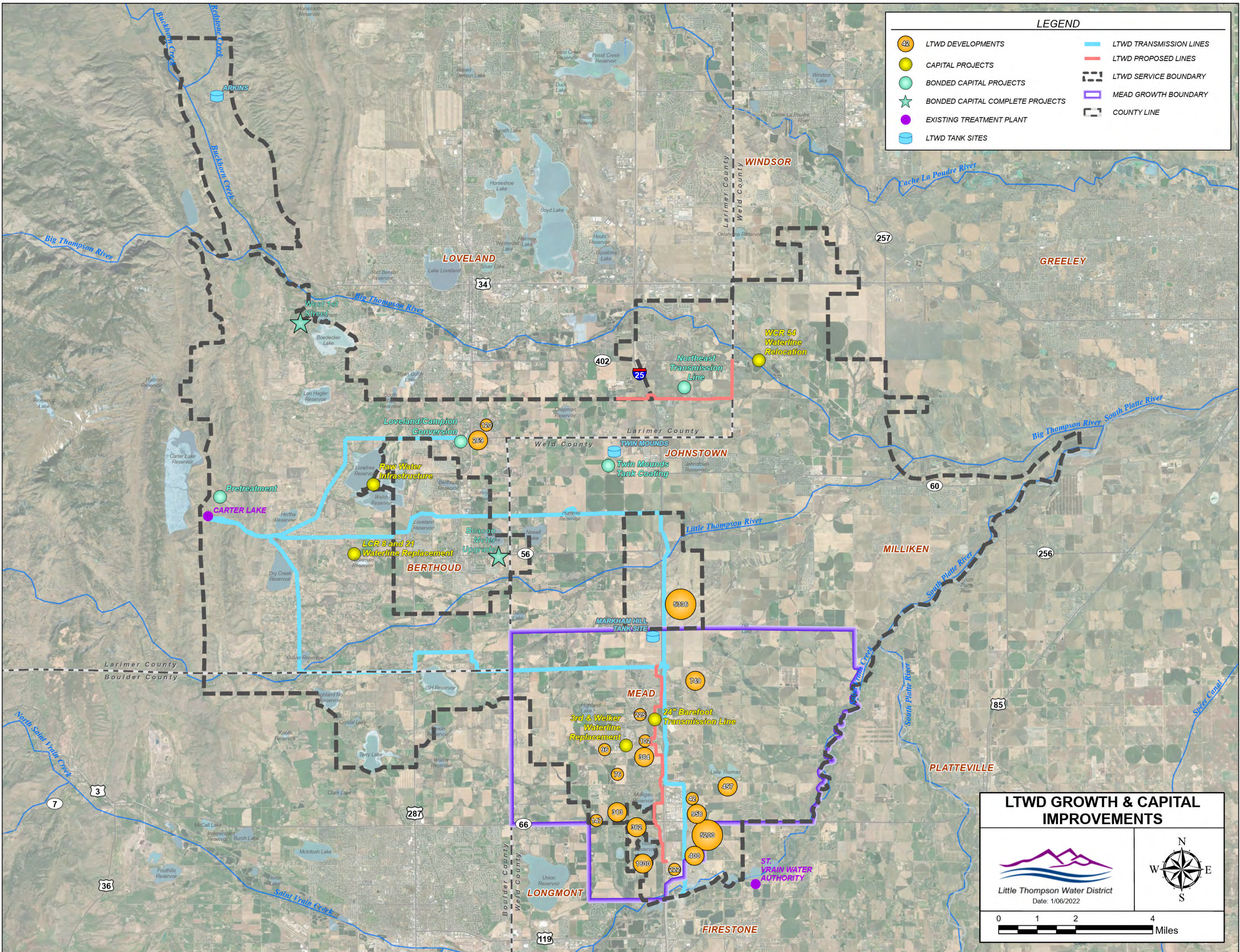


Capital Projects & Equipment - District 2023 Budget	
Capital Projects Funded by Bonding	
Northeast Transmission Line	\$ 1,300,000
Loveland/Campion Conversion Project 1	\$ 1,515,311
Capital Projects Not Funded by Bonding	
54 Bridge-Waterline Relocation	\$ 862,300
Telemetry Improvements	\$ 200,000
County Rd Improvements	\$ 200,000
Small Line Improvements	\$ 75,000
Service Connection Expense	\$ 157,200
Office Furniture & Equip (includes software)	\$ 12,500
Vehicle & Misc. Equipment	\$ 105,800
Dry Creek Feasibility for Floating Photovoltaic	\$ 35,000
LCR 8 & 21 Waterline Modifications	\$ 300,000
Botterill - LTWD System Modifications	\$ 100,000
3rd & Welker Waterline Replacement	\$ 1,320,000
Twin Mounds Passive Mixing System	\$ 227,000
Buckhorn Tank Mixing System Study	\$ 40,000
Water Resources Expenses	
Water Rights Purchase - Offset *	\$ 800,000
Handy/Home Supply, Raw Water Infrastructure	\$ 1,000,000
Water Rights Adjudication	\$ 800,000
2nd Use Capital	\$ 120,000
Total Capital Expenses - District	\$ 9,170,111

Capital Projects & Equipment - Joint 2023 Budget	
Dry Creek Joint Cost	\$ 150,000
Pretreatment Carter Lake Filter Plant- Bond	\$ 415,625
Garage for Equipment/Tractors	\$ 235,000
Road Improvements	\$ 50,000
Total Capital Expenses - Joint	\$ 850,625


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

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





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

LTWD GROWTH & CAPITAL IMPROVEMENTS



Little Thompson Water District
Date: 1/06/2022





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Agenda Item Summary
Little Thompson Water District

Date: March 23, 2023

Item: 5.1

Staff: Amber Kauffman, District Manager

Subject: Minutes of the February 16, 2023, Regular Board Meeting.

Staff Recommendation: Staff recommends approval.

Discussion:

This document is a draft copy of the:

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

The Board of Directors of Little Thompson Water District (LTWD) met in regular session on Thursday, February 16, 2023. Attendance was as follows:

Board of Directors:

Emily McMurtrey, President, Present – *Attended Via Conference Call*
Steven Brandenburg, Present – *Presiding Officer*
Larry Brandt, Present
Ryan Heiland, Present
Ed Martens, Present
Bill Szmyd, Present
James J. Walker, Present

Staff in Attendance:

Amber Kauffman, District Manager
Angela Diekhoff, Business Manager
Brad E. Eaton, District Engineer
Ken Lambrecht, Operations Manager
Amanda Hoff, Water Resources Administrator
Judy O'Malley, Recording Secretary

Other Attendees:

Kevin Burnett, Senior (Sr.) Project Manager of Willdan Financial Services
Carrie Rossman, Water Literate Leaders Program YMCA of the Rockies

CALL TO ORDER

Board Vice-President Steven Brandenburg called the meeting to order at 5:05 p.m. followed by the recitation of the *Pledge of Allegiance*.

ROLL CALL

Roll call was taken. All Directors were present.

AGENDA REVIEW

There were no changes to the agenda.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- **Minutes of the January 16, 2023, Regular Board Meeting,**
- **Tap List 685,**

- **January 2023 Disbursements in the amount \$2,091,412.88:**
 - ❖ **Operating Account: \$1,699,107.80:**
 - **ACH Manual Check Numbers 4295 to 4361 – \$1,214,114.00,**
 - **Check Numbers 11114 to 11154 – \$484,993.80,**
 - ❖ **Payroll Account: (Two Bi-weekly payroll periods in January) for \$392,305.08:**
 - **ACH Transmittal Vouchers O-2271 to O-2282 – \$248,013.28,**
 - **ACH Direct Deposit Numbers N-12287 to N-12352 – \$143,368.31,**
 - **Live Check Numbers 2110 to 2111 - \$923.49,**
- **January 2023 Financial Report.**

Motion carried unanimously.

DISCUSSION ITEMS

Rate Study Recommendations and Presentation:

District Manager Amber Kauffman, along with Kevin Burnett, Sr. Project Manager of Willdan Financial Services, presented the following information to the Board:

- Willdan has been working with Business Manager Angela Diekhoff and Ms. Kauffman on a rate study to evaluate District monthly rates and the plant investment fee (PIF), to ensure District expenses were covered by the revenue.
 - ❖ Also, to ensure forecasted capital would be covered either by operating revenue, non-operating revenue, or a combination of the two.
- Over the past several years the Board has made the decision to continue to raise monthly rates by Consumer Price Index (CPI) to keep up with expenses in order to avoid large increases in rates all at once.
- The District reviewed and updated the PIF in May of 2020 but did not increase the PIF at the start of 2023 knowing the rate study was going to guide any necessary adjustments.
- Following is a summary of Willdan’s findings and recommendations:
 - ❖ The District is operated as an “Enterprise”.
 - By law it cannot be supported by taxes.
 - Daily operations are supported by user charges (rates).
 - Capital expansion is supported by PIFs.
 - ❖ The Rate Study was conducted to:
 - Forecast increased demands and costs.
 - Ensure adequate revenue generation.
 - Fund current and future operations.
 - Ongoing system maintenance.
 - Capital expenses.
 - ❖ The Purpose of the Rate Study was to:
 - Distribute costs fairly among all customers/users.
 - Update plant investment fees so growth pays for growth.
 - To gain knowledge of developing trends for expenses and revenues.

- To gain knowledge of existing and potential capital needs.
- To meet financial prudence and industry standards.
- To develop rates that generate sufficient revenue to meet the cost of providing essential services.
- ❖ Costs are increasing at a faster rate than revenues by system growth alone.
 - Additional revenue is needed to meet increasing costs.
 - Three financial plans were developed around the funding of two major capital projects.
 - ◊ The recommended option was 50% debt funding of projects.
- ❖ Key Takeaways:
 - Continuing with the same rates does not provide sufficient revenue to sustain current operations.
 - Rate structure can be refined to provide better matching between revenues generated by customer classes and the costs they impose on the system.
 - PIFs should be increased to maintain growth pays for growth objectives.

Discussion throughout the presentation included how the District PIF and rates compare to surrounding water providers, District wholesale rates, how customers who use significantly more water during irrigation season than the rest of the year (typically over-users) cost the District more money in system maintenance than customers who maintain a fairly even usage throughout the year, and that if the Board decides to increase any rates and or fees rate hearings will have to be scheduled.

Following further discussion, **it was moved by Director Szmyd, seconded by Director Ed Martens, to approve a 5% increase in PIF effective in June 2023, and a 10% increase in PIF that will be effective in January of 2024. Motion carried unanimously.**

Mr. Burnett advised the Board that he will prepare a formal report on Willdan's findings.

Census Evaluation, "Know your Customer":

District Manager Kauffman presented the following information to the Board:

- Staff were requested to obtain demographic information on District customers by the Board and the new marketing group, WildRock.
 - ❖ Understanding customer demographics can assist in obtaining funding for District projects as well as finding the best way to reach customers with important messages.
- The data was provided by the Department of Local Affairs (DOLA) using the District service area boundary map and removing the towns of Milliken and Johnstown.
 - ❖ Due to the complexity of the District service area the data is not exact but close enough to provide perspective.

- ❖ Population and Housing Units are available at the block level from the 2020 Census.
 - 2020 District Population - 20,450
 - ◇ Hispanic - 1,744
 - ◇ White Non-Hispanic (NH)- 17,507
 - ◇ Black NH - 56
 - ◇ American Indian NH - 67
 - ◇ Asian NH - 214
 - ◇ Pacific Islander NH - 5
 - ◇ Other NH - 100
 - ◇ Multi Race NH - 757
 - ◇ 2020 District Housing Units - 8,121
 - Other data is taken from block groups from the 2017-2021 American Community Survey.
 - ◇ Under 18 - 22.6%
 - ◇ Between 18 and 65 – 57.8%
 - ◇ Over 65 - 19.6%
 - ◇ Median Age – 46
 - ◇ Male - 49.3%
 - ◇ Female - 50.7%
 - ◇ District Median Household Income - \$104,249
 - ◇ Weld County Median Household Income - \$80,843
 - ◇ Larimer County Median Household Income - \$80,664
 - ◇ Colorado Median Household Income - \$80,184

Carter Lake Filter Plant (CLFP):

District Manager Kauffman presented the following information to the Board:

- Projects:
 - ❖ NoCo Engineering estimated the cost to modify the existing basins in the Old North Plant to add contact time for treatment for chlorine dioxide to be \$600,000.
 - NoCo Engineering would like to test two different treatments on the water from Dry Creek Reservoir when there are high levels of taste and odor compounds.
 - The testing would be small scale in the lab and would need to occur later in the year when the taste and odor compounds are at detectable levels.
 - If the tests go well, NoCo Engineering believes that a contractor could be brought on board and complete construction about six months after the decision to move ahead has been made.
 - The process would be a design/build process, with the overall completion of a potential project likely extending into early 2024.

- Structural repairs will be required before the building can be used for pretreatment.
 - Adapting the Old North Plant to provide additional contact time will be beneficial even after the Pretreatment Plant is completed.
- Dry Creek Reservoir (Reservoir):
 - ❖ Staff started running Dry Creek pumps at 2 MGD on January 24, 2023.
 - ❖ Stantec would like 10 to twelve months of sampling out of the Reservoir to understand what is happening in the Reservoir by month.
 - Based on the current sampling Stantec believes the organics are coming from the soil.
 - As algae dies it will pull phosphate out of the soil to feed the rest of the algae in the water column.
 - ❖ The District was receiving additional taste and odor calls.
 - The majority of the calls came from the Barefoot Lakes and Mead area.
 - Town of Firestone (Firestone Director of Public Works Julie Pasillas had emailed Central Weld County Water District (CWCWD) Manager Stan Linker asking what was being done to improve the taste and odor issues in the water.
 - The District marketing team, WildRock, wrote an item to be posted on District social media about the situation.

Discussion followed regarding whether the length of time the water is in the District system could be causing the problems the District's eastern customers were experiencing and how the water travels from west to east through the system.

- Pretreatment:
 - ❖ CLFP Staff were working on creating the Dissolved Air Flotation (DAF) specification to send out for equipment procurement.
 - ❖ Created a rough draft of the one-line diagrams.
 - ❖ NoCo Engineering met with CLFP to discuss the layout of the proposed filters, discuss equipment selections and review flows.
 - ❖ NoCo Engineering provided a one-line diagram for the connection of the pretreatment system to the two plants.
- Operations and Maintenance:
 - ❖ Average daily demand for January was 9.3 Million Gallons per Day (MGD) up from 9.0 MGD in 2022.
 - ❖ Paperwork has been submitted to Colorado Department of Public Health and Environment (CDPHE) to use a different coagulant at the North Plant that had better results during the pilot project.
 - ❖ The annual canal shutdown went well and quicker than expected.

- CLFP Manager’s Report:
 - ❖ CLFP Manager Rick Whittet provided the CLFP Board with job descriptions for an Office Manager and Administrative (Admin) Assistant.
 - CLFP needs additional staff to assist Admin Assistant Lisa Everson.
 - In the interim, CWCWD Office Manager Roxanne Garcia was helping with payroll and other tasks as necessary.
 - The CLFP Board authorized Rick to hire an additional staff person.
 - ❖ CLFP Plant Superintendent Darrell Larson has started his new position of Project Manager.
 - ❖ Bryan Beberniss has been promoted to Chief Operator to be the backup Operator in Responsible Charge (ORC) at the plant.
 - That leaves the Lead Operator position open and three internal candidates were qualified for that position.
 - Mr. Whittet will advertise the replacement position after the Lead Operator position is filled.
 - ❖ The 2022 Audit field work had begun and Mr. Whittet expected the audit to be presented to the CLFP Board at the March meeting.

St. Vrain Water Authority (SVWA):

District Manager Kauffman presented the following information to the Board:

- The election of SVWA Board Officers was performed with all positions remaining the same.
- The following SVWA resolutions were passed:
 - ❖ 2023-01 Designating Location for Posting Open Meeting law Notices.
 - ❖ 2023-02 Designating Official Custodian of Records and Adopting Colorado Open Records Act (CORA).
 - ❖ 2023-03 Approving Phone Services Contract with Sanctified Communications.
- SVWA Staff started testing the water treatment plant equipment.
 - It is expected to take four to six weeks to get through everything.
 - SVWA Operations Staff would have training on the plant equipment.
- It was expected that the plant will begin producing water in March of 2023.
- SVWA will be engaging an auditor and an admin services group.

Windy Gap FIRMING Project (WGFP):

District Manager Kauffman presented the following information to the Board:

- Windy Gap Assessment Subcommittee:
 - ❖ Ms. Kauffman and Water Resources Administrator Amanda Hoff attended the Assessment Subcommittee meeting on January 31, 2023.
 - It was determined that an operations committee meeting was needed in order to determine how the charges would work.
 - ❖ Allottees’ water orders and deliveries for Windy Gap from 2017 to 2022 were reviewed.

- ❖ Deliveries varied from 12,739 acre-foot (ac-ft) to 26,789 ac-ft.
 - Orders significantly deviated from the deliveries based on each entity's preference for ordering water and the financial impact is significant for Northern Colorado Water Conservancy District (Northern).
- ❖ The meeting resulted in the need for better allottee planning and a need for operations of the system to be understood prior to finalizing any financial planning.
- Windy Gap Deliveries:
 - ❖ It is anticipated that Lake Granby will spill thereby reducing the ability of the project to pump Windy Gap water to the allottees.
 - ❖ However, water deliveries and or operations of the tunnel may be able to help alleviate some but not all impacts.
- Colorado River Connectivity Channel (CRCC):
 - ❖ Northern staff and the contractor are working on change orders related to the delay in construction start as well as a maintenance agreement, monitoring plan and operations plans.
- Chimney Hollow:
 - ❖ Work in January was slow due to the weather.
 - ❖ No Occupational Safety and Health Administration (OSHA) recordable incidents occurred in December or January.
 - ❖ The contractor provided a quote for approximately \$2.3 million (M) for work related to the landslide that occurred in January.
 - Work is proceeding to avoid schedule delays and Northern will work with Barnard on a change order.
 - The mitigation work is expected to take two months.
 - ❖ The contractor provided a claim for Grout Curtain Delays for \$1.7M and 23 compensable days due to the recommendation by the Engineer to extend the grout curtain deeper into the bedrock.
 - Northern rejected the claim and told the contractor to resubmit with additional information.
 - The larger concern is that the grouting program is not making production goals and may cause delays in the project.
 - ❖ The Carter Lake Pressure Conduit was scheduled to be shut down for additional work starting February 21, 2023.
 - This outage is likely to mean 28,000 ac-ft would spill from Lake Granby and Carter Lake would have the ability to store 30,000 ac-ft of water.
 - Delaying the work will cause an increase in cost for the project near \$100,000 but scheduling the outage to September in conjunction with the annual inspection of the conduit appears to allow only 3,000 ac-ft to spill from Lake Granby.
 - The schedule is being adjusted to ensure more deliveries to the east slope.

- ❖ The Zone 4 swell factors claim notice is for up to \$23M and 124 compensable days.
 - The claim is causing a need to evaluate testing programs to confirm the assumptions prior to negotiating the claim.
 - Northern is using two methods to resolve the issue but it is slow going and weather dependent.
- **WGFP Mitigation Enhancements:**
 - ❖ Northern is hoping to have a feasibility level cost estimate for improvements to include nitrogen removal at the Frasier wastewater plant, a relocated discharge for the Granby wastewater plant, and reducing nutrient rich runoff from the C Lazy U Ranch.
 - Staff hope to have the cost estimates for these three projects in the first quarter of 2023.
- **WGFP Enhancement Donor Fund Advisory Committee:**
 - ❖ The Advisory Committee received proposals from six groups.
 - ❖ The Committee reviewed the proposals with the intent to award projects in January 2023.
 - ❖ The awards will be finalized through contracts and more awards will be issued in future years.
 - Some of the future awards may be extensions of the awards granted in 2023.

STAFF REPORTS

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

- **Regional Water Strat-Op Update:**
 - ❖ The group continued the discussion of partnership and opportunities along the northern Front Range.
 - ❖ Some good conversation was had in regard to the guidance and roles of the group and the resulting path forward.
 - This conversation should help guide the path as the group moves ahead to talk about common communication, regional lobbying and political pressure, creating resilient operating opportunities, and generally creating good communication opportunities between the organizations.
 - ❖ The next meeting is to be held March 8, 2023, in Windsor.
- **Chimney Hollow Reservoir Project Public Affairs Workshop:**
 - ❖ Ms. Kauffman attended a half day workshop hosted by Northern to create a consistent message from all participants in the WGFP.
- **Staffing:**
 - ❖ Job openings for the positions of Water Resources Technician and Business Project Manager have been posted.
 - Both positions have been filled.

- ❖ Job openings for the position of District Geographic Information System (GIS) Specialist and Engineering Business Support Level II have been posted.
- Colorado Water Congress:
 - ❖ Ms. Kauffman and Water Resources Administrator Hoff attended the annual meeting in Aurora, Colorado, January 25 through 27, 2023.
 - Also in attendance was Director Szmyd representing the City of Loveland.
 - ❖ Presentations were given by Colorado Governor Jared Polis, Colorado Senator Michael Bennet, Northern’s Director Jennifer Gimbel, Colorado Water Conservation Board’s (CWCB) Director Becky Mitchell, and many others.
 - ❖ The general theme of the three-day conference was centered around the following topics:
 - The Colorado River issues.
 - Water conservation,
 - Population growth.
 - The battle between agricultural water use and municipal water use.
 - Funding mechanisms and opportunities.
 - The Colorado Water Plan update.
 - ◇ The update was adopted the day before the annual meeting started, January 24, 2023.
- Dry Creek Reservoir Management Study:
 - ❖ CLFP Manager Whittet, CWCWD District Manager Linker, and Ms. Kauffman met virtually with Stantec on January 24, 2023, to review the information they had compiled and progress they had made.
 - ❖ Two recommendations came out of the meeting:
 - Blend Dry Creek water with Carter Lake water to help mitigate the Sulfate and Hardness issues.
 - More sampling is needed to analyze nutrients in the water that contribute to algal growth.
 - Sampling should be done every other week.
 - ❖ Mr. Whittet and Ms. Kauffman met virtually with Stantec on February 7, 2023, to review additional progress.
 - ❖ Stantec projected water quality based on evaporation only and compared that to water samples from Dry Creek (albeit infrequent testing) and concluded that there is some dissolution of constituents in the soils that are likely causing the increased levels of sulfate and hardness.
 - ❖ It appears that usage of water from Dry Creek will alleviate the issue with sulfate and hardness.
 - ❖ The taste and odor causing constituents (algae) are not specifically tested for in any of our prior testing.
 - ❖ Stantec recommends testing additional constituents monthly for a year to see how the water column is changing and if there are any excess nutrients causing the algal growth.

- In particular phosphorus can come out of the soils in specific conditions and contribute to algal growth.
 - ❖ Stantec will have a technical memo to the team by the end of the month for review.
 - The memo will specify the recommended testing schedule and potential solutions for the taste and odor issues with some pros and cons to the solutions.
 - Ms. Kauffman hoped to have the memo finalized before the next board meeting.
- **Agreements:**
 - ❖ Staff have received comments back from Aurora Organic Dairy (AOD) on the water dedication agreement.
 - The comments will be reviewed with District Legal Counsel Mike Westbrook.
 - ❖ Staff have not received feedback on the proposed waterline agreement from AOD.
 - ❖ Town of Johnstown (Johnstown Town Manager Matt LeCerf and Ms. Kauffman have started meetings tied to the Intergovernmental Agreement (IGA).
 - The current IGA expires March 31, 2023.
 - Some of the topics include addressing opportunity for service area boundaries, potential interconnects, and resolving a prior court order.
- **Other:**
 - ❖ Ms. Kauffman advised the Board that the Northern Spring Water Users' Meeting was scheduled for April 10, 2023.
 - The meeting will be held at the Embassy Suites in Loveland.

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

- **Office Update:**
 - ❖ **Office Upgrades:**
 - Staff budgeted \$21,000 for office upgrades in 2023.
 - The importance of building safety measures was highlighted due to an incident with a very angry customer that started in the field and ended at the front counter.
 - Staff had a contractor come out and prepare a bid on a remodel of the front lobby that would give the entire office a little more protection.
 - ◇ This remodel will be above the budgeted amount as the received estimate was approximately \$35,500.
 - ◇ The contractor will be able to start in the next couple of weeks.
- **Customer Appreciation:**
 - ❖ The field crew had been working long, late hours in recent weeks and Ms. Diekhoff shared customer appreciation comments received by the Office.

- EyeOnWater (EOW):
 - ❖ There was a total of 1,494 users.
 - 15 percent of customers have created EOW accounts.

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

- There was one Tap Commitment Request for January.
- Capital Projects:
 - ❖ The Capital Projects list had been updated for 2023.
 - ❖ Progress was being made on easement offers for the Northeast Transmission Line project.
 - ❖ The Twin Mounds project continued to progress.
 - ❖ Loveland/Campion Conversion Project Number 1 had a design delay but was now wrapping up.

There was discussion regarding ordering project components at the very start to ease supply chain delays.

- Development Projects:
 - ❖ There were no new development projects for January.
 - ❖ Development activity increased after the holidays.
 - ❖ The Inspectors were getting busy again.

Discussion followed regarding the timing of water being dedicated to the District in relationship to new taps being installed. Mr. Eaton noted that the water has to be dedicated prior to infrastructure being installed.

- Other Engineering & GIS Activities:
 - ❖ Four West Interstate-25 (I-25) Transmission Line Construction Manager at Risk (CMaR) proposals have been received and were under review.
 - ❖ Singletree Estates final easement negotiations were in progress.
 - Staff expected to have to go to court to obtain at least one of the easements.

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

- January usage had spiked.
 - ❖ Ms. Hoff believed it was due to the canal outage skewing reports.
- Cumulative Water use was close to projected.
 - ❖ The District pumped 163 ac-ft from Dry Creek Reservoir.
 - ❖ Ms. Hoff explained the graph details showing there was 5,247 ac-ft of Colorado-Big Thompson (C-BT) and Windy Gap water.
 - This represents the amount of water available based on Northern's initial quota.

- ❖ Ms. Hoff noted that the Carryover water will increase the District water supply for the following year.
- ❖ Staff will need to wait for Northern's announcement in April if there will be an additional quota to determine if the District will need to impose severe watering restrictions.
 - Ms. Hoff noted that the District will need to educate customers if there is a need to impose the restrictions due to the high snowpack.
- **Water Court:**
 - ❖ Staff were going to have additional conversations with the remaining objectors.
 - ❖ Staff have been in discussions as to whether the District should file the Handy Ditch Company case before or after the Town of Berthoud (Berthoud) files their case.
 - ❖ The District needs to create infrastructure to move the Native Waters once the Water Court cases are completed.
- The Seasonal Outlook predicted the weather would be warm and dry through the remainder of the winter.

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

- Due to a change in the Locates software systems they appeared to be lower than normal for the month of January.
 - ❖ The changeover in software went seamlessly.
- Leak repairs were normal.
- Monthly Total Coliform samples were within acceptable parameters.
- **Telemetry Upgrades:**
 - ❖ The inventory was completed.
 - ❖ Herbert was preparing the radio propagation study and recommendations report.
 - ❖ Staff received a communication from the Telemetry and Supervisory Control and Data Acquisition (SCADA) vendor, Timber Line, that they will no longer service Moscad or Moscad-L radios.
 - Replacing this equipment is part of the Telemetry Upgrade Project and Staff are comparing options.
- Crew Leader Valve Exerciser Alan Cordova exercised 5,298 out of a total of 6,335 valves.

DIRECTOR REPORTS

Director Brandenburg requested an update on the status of the election at the next Board Meeting.

Director Szmyd advised that he attended the Colorado Water Congress Annual Meeting on behalf of the City of Loveland. Mr. Szmyd noted the following:

- He is always impressed by the passion of the people involved in water.
- There is no more water to be obtained anywhere.
 - ❖ All states are locking down on their water supplies.
- A Colorado State Demographer lead a session on the population of Colorado.
 - ❖ Population growth was slowing down.
 - ❖ The number of people per household was declining, however this means there are more houses.
- One presenter was the City of Aurora (Aurora) Mayor Mike Coffman.
 - ❖ Aurora recycles about half of their water, but about half of their water is used on lawns and that cannot be captured for reuse.
 - ❖ Aurora passed a law to not allow any new golf courses, front lawns in new developments, and to limit the amount of lawn allowed in backyards.
- Mr. Szmyd stated his two takeaways were the big water conservation education efforts, and how the message needs to be consistent from all districts.
- The agriculture industry wants to continue using its share of available water.
 - ❖ Mr. Szmyd noted that while Colorado farmers use Colorado water, approximately one-quarter of what food is produced is exported to other countries.
- Mr. Szmyd advised the Board how highly esteemed Ms. Kauffman is among the conference attendees and how lucky the District is to have her.
- Between September of 2020 and September 2022 California had a net loss of 500,000 people.
 - ❖ The governor of Utah made an announcement that Utah cannot support that many transplants from California.

Director Ryan Heiland advised that Governor Polis wants all Colorado state facilities to reduce their water usage by 20 percent. Mr. Heiland has been involved in University of Colorado (CU) Boulder meetings to determine ways of reducing water use at the university. Mr. Heiland also noted that the new modular development at the corner of Highway (Hwy) 287 and 60 buyers will only be purchasing the modular. The land the modular sits on will be leased from the developer.

Director James Walker noted that a lot of his neighbors have sold their property for large profits and moved out of state. Mr. Walker believes a lot of the new neighbors are from California and believes the neighbors are water conscientious.

Director Martens advised that in 2017 the Oroville Dam in California had a major break due to damage to the main spillway, and the emergency spillway could not handle the overflow. Mr. Szmyd added that corollary to Mr. Martens report, a similar situation occurred during the 2013 flood and they had to let the water out of Lake Estes because they were afraid it would overtop.

Director Brandt advised that during the last freeze pipes for his hot water heating system froze and broke. When he went to repair them the ends did not match the new pipes. He discovered that when copper expands due to freezing it does not contract afterward.

It was moved by Director Martens to Adjourn the meeting at 7:17 p.m.

Respectfully submitted,

Amber Kauffman

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 5.2

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

Subject: Tap List 686

Staff Recommendation: Staff recommends approval.

Discussion:

TAP LIST 686 ~ NEW AND AMENDED CONTRACTS

TAP #	NAME	5/8 INCH MINI	5/8 INCH URBAN	5/8 INCH STANDARD	OTHER	WATER RIGHTS	CIL
10109	DR Horton		X			.35 AF	
10110	DR Horton		X			.35 AF	
10111	DR Horton		X			.35 AF	
10112	DR Horton		X			.35 AF	
10119	Lennar		X			.35 AF	
10120	Lennar		X			.35 AF	
10121	Lennar		X			.35 AF	
10122	Lennar		X			.35 AF	
10123	Lennar		X			.35 AF	
10124	Lennar		X			.35 AF	
10125	Lennar		X			.35 AF	
10126	Lennar		X			.35 AF	
10127	Richfield Homes LLC		X			.35 AF	
10128	Richfield Homes LLC		X			.35 AF	
10129	Richfield Homes LLC		X			.35 AF	
10130	Lennar		X			.35 AF	
10131	Lennar		X			.35 AF	
10132	Lennar		X			.35 AF	
10133	Lennar		X			.35 AF	
10134	Barefoot LLC		X			.35 AF	
10135	Barefoot Residential LLC		X			.35 AF	
10136	Barefoot Residential LLC		X			.35 AF	

	5/8 INCH MINI	5/8 INCH URBAN	5/8 INCH STANDARD	OTHER	WATER RIGHTS	CIL
FEBRUARY 2023 TOTALS	0	22	0	0	7.70 AF	0 AF
YEAR-TO-DATE 2023 TOTALS	0	32	8	0	16.10 AF	.70 AF
TAPS BUDGETED 2023	0	220	5			

Tap Commitments	Balance
Taps with Water Rights Satisfied/Water Dedications	53
Dormant Taps	5
Total Other Tap Commitments	58

LONGS PEAK WATER DISTRICT TAP EXCHANGE

TAP #	NAME	5/8" URBAN	5/8" STANDARD	OTHER
10113	Liberty Grange Hall		X	
10114	Brandon & Courtney Imhoff		X	
10115	Seth & Elizabeth Haley		X	
10116	Adam & Jodi Parker		X	
10117	Michael Ryman		X	
10118	John & Susan Haley		X	

MISC. RECEIVABLES

TAP #	NOTES	ACCESSORY DWELLINGS	UPSIZED TAPS	ADDITIONAL ALLOCATION	CIL
		ACCESSORY DWELLINGS	UPSIZED TAPS	ADDITIONAL ALLOCATION	CIL
FEBRUARY 2023 TOTALS		0	0	0	0 AF
YEAR-TO-DATE 2023 TOTALS		0	0	0	0 AF

Agenda Item Summary

Little Thompson Water District

Date: February 16, 2023

Item: 5.3 Disbursements

Staff: Angela Diekhoff, Business Manager

Subject: February 2023 Disbursements.

Staff Recommendation: Approval.

February 2023 Disbursements

Request approval of the February 2023 Cash Disbursements in the amount of \$960,124.85

Operating Account: \$653,187.39

ACH Manual Check Numbers 4362-4430 – \$560,458.34.

Check Numbers 11155 to 11190– \$92,729.05.

Payroll Account: \$306,937.46 (Two bi-weekly payroll periods paid in February)

ACH Transmittal Vouchers 2283 to 2294 – \$157,570.52.

ACH Direct Deposit Numbers 12353 to 12423– \$149,366.94.

Discussion:

All expenses are for normal operating costs, except for \$30,635.70 for Capital Cost – District and \$188,461.65 for Windy Gap Pumping Charges.

Little Thompson Water District
Cash Disbursements Summary
Check Issue Dates: 2/01/2023 to 2/28/2023

Employee Related Expenses	\$	306,937.46
Windy Gap Pumping Charges	\$	188,461.65
Filter Plant Ops Expense	\$	145,496.89
Dry Creek Reservoir Expense	\$	104,077.70
Service Connection	\$	37,221.39
Capital Cost-District	\$	30,635.70
Computer Expenses	\$	18,335.75
Sys Repairs	\$	15,872.25
Water Rights Consulting	\$	13,500.00
Office Expenses	\$	11,879.36
Valve Repairs and Maintenance	\$	9,882.50
Vehicles Expenses	\$	8,971.49
Water Conservation	\$	6,800.00
Engr/CAD/Prof Expenses	\$	5,628.85
PRV Routine Repairs	\$	5,280.64
Service Contracts	\$	5,168.03
Legal Expenses	\$	5,131.35
Communication Expenses	\$	4,996.58
GIS	\$	4,440.00
Operations - Utilities	\$	4,323.93
Dry Creek Reservoir Maint	\$	4,165.50
O & M Expenses	\$	4,109.98
Insurance-Worker Compensation	\$	3,961.00
Adams Credit Card- Office Sup-\$25; Bld/Grnds-\$1182; Office Exp-\$1384;Communications-\$53; Vehicle-\$72	\$	2,715.68
Bldg/Grnds Expenses	\$	2,552.22
Inventory	\$	2,413.00
Locate Expenses	\$	1,295.16
Safety Expenses	\$	1,209.14
Insurance-Property & Casualty	\$	1,034.73
Subscriptions	\$	823.00
Uniforms	\$	808.57
Fire Systems(Hydrants)Exp	\$	774.98
24 Brookfield WL Passthrough	\$	512.08
Connor Lateral Ditch Shares	\$	350.00
Landscaping Incentives	\$	250.00
Purchased Water Expenses	\$	71.28
Customer Refund Overpayments	\$	37.01
Total	\$	960,124.85

Little Thompson Water District
Cash Disbursements Detail
Check Issue Dates: 2/01/2023 to 2/28/2023

Operations

Check Number	Check Issue Date	Payee	Description	Amount
4419	2/23/2023	Northern Co Water Cons Dist	Windy Gap Pumping Charges	\$ 188,461.65
4370	2/9/2023	Carter Lake Filter Plant	Filter Plant Ops Expense	\$ 145,496.89
4405	2/23/2023	Carter Lake Filter Plant	Dry Creek Reservoir Expense	\$ 104,077.70
11158	2/8/2023	Gopher Excavation Inc	Service Connection-Dir Boring	\$ 37,221.39
4388	2/9/2023	Snowmelt Water Engineering, LLC	Water Rights Consulting	\$ 13,500.00
11164	2/8/2023	Orback Construction	Valve Repairs and Maintenance	\$ 9,882.50
4425	2/23/2023	Stratus Information Systems (ITX)	Computer Expenses	\$ 9,268.50
4389	2/9/2023	Stratus Information Systems (ITX)	Computer Expenses	\$ 9,067.25
11178	2/22/2023	Ditesco	Capital Cost-District-Loveland/Campion	\$ 8,929.00
4373	2/9/2023	CR LAND SERVICES, LLC	Northeast Transmission Line	\$ 7,360.00
4422	2/23/2023	Resource Central	Water Conservation	\$ 6,800.00
11186	2/22/2023	Premier NDT Services, Inc.	Capital Cost-District-5MG Twin Mounds Tank Coating	\$ 6,744.00
4404	2/23/2023	Carlson Hammond & Paddock	Legal Expenses	\$ 5,131.35
4384	2/9/2023	On-Demand Concrete	Sys Repairs	\$ 4,853.94
4372	2/8/2023	Core & Main LP	PRV Routine Repairs	\$ 4,539.21
4393	2/9/2023	WildRock PR & Marketing, LLC	Office Expenses	\$ 4,500.00
4378	2/9/2023	IMEG	GIS	\$ 4,440.00
4413	2/23/2023	INFOSEND INC	Service Contracts	\$ 4,412.14
11190	2/22/2023	Waas Campbell Rivera Johnson & Velasque	Northeast Transmission Line	\$ 4,225.20
11167	2/8/2023	Stantec Consulting Services Inc.	Dry Creek Reservoir Maint	\$ 4,165.50
4401	2/21/2023	PINNACOL	Insurance-Worker Compensation	\$ 3,961.00
4403	2/23/2023	APEX Inspection & Consulting LLC	Capital Cost-District-5MG Twin Mounds Tank Coating	\$ 3,377.50
4394	2/9/2023	WILLDAN FINANCIAL SERVICES	Engr/CAD/Prof Expenses	\$ 3,175.00
4416	2/23/2023	Loveland Barricade	Sys Repairs	\$ 3,018.25
11155	2/8/2023	4Rivers Equipment	Vehicles Expenses	\$ 2,993.91
11169	2/8/2023	Weld County Treasurer	Office Expenses	\$ 2,900.00
11174	2/22/2023	Brand X Hydrovac Services	Sys Repairs	\$ 2,760.00
4366	2/3/2023	Adams Bank MasterCard	Adams Credit Card- Office Sup-\$25; Bld/Grnds-\$1182; Office Exp-\$1384;Communications-\$53; Vehicle-\$72	\$ 2,715.68
4390	2/9/2023	Timber Line Electric & Control	Engr/CAD/Prof Expenses	\$ 2,453.85
4374	2/9/2023	Dana Kepner Company Inc	Inventory	\$ 2,413.00
11182	2/22/2023	LG Everist Inc	Sys Repairs	\$ 2,411.03
4429	2/24/2023	XCEL Energy	Bldg/Grnds Expenses	\$ 2,349.57
4381	2/9/2023	Loveland Barricade	Sys Repairs	\$ 2,103.50
4396	2/9/2023	Poudre Valley REA	Operations - Utilities	\$ 1,881.52
4407	2/23/2023	Dana Kepner Company Inc	O & M Expenses	\$ 1,767.00
11159	2/8/2023	Kirby's Hitch & Wiring	Vehicles Expenses	\$ 1,504.00
4426	2/23/2023	Poudre Valley REA	Operations - Utilities	\$ 1,476.11
4408	2/23/2023	Employers Council	Office Expenses	\$ 1,420.00
4377	2/8/2023	Home Depot Credit Services	Vehicles Expenses	\$ 1,385.72
11187	2/22/2023	Starr & Westbrook PC	Office Expenses	\$ 1,340.00
4391	2/9/2023	UNCC	Locate Expenses	\$ 1,295.16
11171	2/22/2023	4Rivers Equipment	Vehicles Expenses	\$ 1,180.44
4400	2/21/2023	COMCAST	Communication Expenses	\$ 1,165.05

Check Number	Check Issue Date	Payee	Description	Amount
4402	2/22/2023	AT&T Mobility	Communication Expenses	\$ 1,046.31
11189	2/22/2023	Technolink of the Rockies	O & M Expenses	\$ 968.00
4364	2/3/2023	Verizon Wireless	Communication Expenses	\$ 957.86
11173	2/22/2023	Bobcat of the Rockies	Vehicles Expenses	\$ 933.10
11165	2/8/2023	Reporter Herald	Subscriptions	\$ 823.00
4362	2/2/2023	First Insurance Funding	Insurance-Property & Casualty	\$ 809.98
4375	2/8/2023	Ferguson Waterworks	Fire Systems(Hydrants)Exp	\$ 774.98
4376	2/9/2023	Frontier Business Products	Service Contracts	\$ 746.89
4420	2/23/2023	On-Demand Concrete	Sys Repairs	\$ 725.53
11168	2/8/2023	Tubes & Hoses	PRV Routine Repairs	\$ 693.24
11170	2/10/2023	MadMar Welding, LLC	Vehicles Expenses	\$ 680.00
4363	2/2/2023	Poudre Valley REA	Operations - Utilities	\$ 578.63
4385	2/9/2023	Safety Services	Safety Expenses	\$ 550.00
4379	2/9/2023	Jax Outdoor Gear	Uniforms	\$ 548.64
4409	2/23/2023	Ferguson Waterworks	O & M Expenses	\$ 545.39
4392	2/9/2023	Western States Land Services LLC	24 Brookfield WL Passthrough	\$ 512.08
4430	2/28/2023	Verizon Wireless	Communication Expenses	\$ 475.44
11185	2/22/2023	Prairie Mountain Media	Office Expenses	\$ 441.38
4406	2/23/2023	Cintas Corporation #737	Safety Expenses	\$ 435.99
4423	2/23/2023	Sam's Club	Office Expenses	\$ 382.94
4365	2/3/2023	Verizon Wireless	Communication Expenses	\$ 378.99
4368	2/7/2023	Verizon Wireless	Communication Expenses	\$ 368.27
4369	2/7/2023	COMCAST	Communication Expenses	\$ 353.79
11176	2/22/2023	Consolidated Christian-Connors Lateral	Connor Lateral Ditch Shares	\$ 350.00
4427	2/24/2023	United Power Inc	Operations - Utilities	\$ 332.34
11180	2/22/2023	HACH Company	O & M Expenses	\$ 313.22
11161	2/8/2023	Larimer County Engineering Dept.	Office Expenses	\$ 300.00
4411	2/23/2023	Home Depot Credit Services	O & M Expenses	\$ 295.19
4367	2/6/2023	CenturyLink	Communication Expenses	\$ 250.87
11157	2/8/2023	BRIANNE OR JEFFREY SMITH	Landscaping Incentives	\$ 250.00
4412	2/23/2023	InfoArmor, Inc.	Insurance-Property & Casualty	\$ 224.75
4424	2/23/2023	Sam's Club	Office Expenses	\$ 162.24
4382	2/9/2023	Mobile Lab USA LLC	Safety Expenses	\$ 160.00
4415	2/23/2023	John Deere Financial	Uniforms	\$ 155.93
4418	2/23/2023	Napa Auto Parts	Vehicles Expenses	\$ 139.33
4371	2/8/2023	Cintas Corporation #737	Bldg/Grnds Expenses	\$ 134.09
11175	2/22/2023	CMM Services, LTD	Office Expenses	\$ 118.50
4380	2/8/2023	John Deere Financial	Vehicles Expenses	\$ 109.99
11162	2/8/2023	LTWD Petty Cash Fund	Office Expenses	\$ 94.41
4387	2/9/2023	Sam's Club	Office Expenses	\$ 83.94
11156	2/8/2023	Berthoud Ace Hardware	Office Expenses	\$ 82.58
11172	2/22/2023	Berthoud Ace Hardware	O & M Expenses	\$ 77.74
11183	2/22/2023	MI Sports	Uniforms	\$ 74.00
4383	2/9/2023	Napa Auto Parts	O & M Expenses	\$ 72.99
11166	2/8/2023	S & S Sanitation	Bldg/Grnds Expenses	\$ 68.56
4421	2/23/2023	PIONEER	O & M Expenses	\$ 53.24
11179	2/22/2023	Fastenal Company	PRV Routine Repairs	\$ 48.19

Check Number	Check Issue Date	Payee	Description	Amount
4417	2/23/2023	Mobile Lab USA LLC	Safety Expenses	\$ 45.00
11188	2/22/2023	T & T OK Tire	Vehicles Expenses	\$ 45.00
4395	2/9/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 38.41
11184	2/22/2023	PETE OR LORI HEINRICH	Customer Refund Overpayments	\$ 37.01
4428	2/24/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 32.87
11163	2/8/2023	MI Sports	Uniforms	\$ 30.00
4386	2/9/2023	Sam's Club	Office Expenses	\$ 27.37
4397	2/13/2023	XCEL Energy	Operations - Utilities	\$ 25.80
11177	2/22/2023	Construction Supply House	Safety Expenses	\$ 18.15
4414	2/23/2023	Jax Outdoor Gear	O & M Expenses	\$ 17.21
4398	2/13/2023	XCEL Energy	Operations - Utilities	\$ 15.79
4399	2/14/2023	XCEL Energy	Operations - Utilities	\$ 13.74
11160	2/8/2023	Larimer County Clerk & Recorder	Office Expenses	\$ 13.00
11181	2/22/2023	Larimer County Clerk & Recorder	Office Expenses	\$ 13.00
4410	2/23/2023	Frontier Business Products	Service Contracts	\$ 9.00
11040	2/28/2023	USA Blue Book	Void	\$ -
11148	2/10/2023	MadMar Welding, LLC	Void	\$ -
Total Operations				\$ 653,187.39

Payroll

Check Number	Check Issue Date	Payee	Description	Amount
2283	2/1/2023	EFTPS	Federal Withholding Tax Pay Period: 1/29/2023	\$ 28,124.55
2284	2/1/2023	CDOR	CO State Withholding Tax Pay Period: 1/29/2023	\$ 4,070.00
2285	2/1/2023	COLONIAL LIFE INSURANCE	Voluntary Life COLONIAL Pay Period: 1/29/2023	\$ 367.45
2286	2/1/2023	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 1/29/2023	\$ 12,366.93
2287	2/1/2023	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 1/29/2023	\$ 7,893.36
2288	2/1/2023	Alerus	HEALTH SAVINGS ACCOUNT Pay Period: 1/29/2023	\$ 1,955.38
2289	2/13/2023	EFTPS	Federal Withholding Tax Pay Period: 2/12/2023	\$ 27,758.56
2290	2/13/2023	CDOR	CO State Withholding Tax Pay Period: 2/12/2023	\$ 3,949.00
2291	2/13/2023	CEBT	CEBT Period: 2/12/2023	\$ 48,065.52
2292	2/13/2023	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 2/12/2023	\$ 12,366.91
2293	2/13/2023	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 2/12/2023	\$ 8,648.62
2294	2/13/2023	Alerus	HEALTH SAVINGS ACCOUNT Pay Period: 2/12/2023	\$ 2,004.24
12353-12384	2/1/2023	Direct Deposit	Pay Period Ending 1/29/2023	\$ 73,817.00
12385	2/1/2023	Szmyd, William R	January Board Meeting	\$ 105.32
12386	2/1/2023	Martens, Edward M	January Board Meeting	\$ 108.33
12387	2/1/2023	Brandt, Larry R	January Board Meeting	\$ 111.35
12388	2/1/2023	Brandenburg, Steven T	January Board Meeting	\$ 104.66
12389	2/1/2023	McMurtrey, Emily J	January Board Meeting	\$ 102.04
12390	2/1/2023	Walker, James J	January Board Meeting	\$ 111.87
12391	2/1/2023	Heiland, Ryan M	January Board Meeting	\$ 99.42
12392-12423	2/15/2023	Hebert, Jacob W	Pay Period Ending 02/12/2023	\$ 74,806.95
Total Payroll				\$ 306,937.46
Total Cash Disbursements				\$ 960,124.85

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item Number: 5.4

Staff: Angela Diekhoff, Business Manager

Subject:

Discussion of the Financial Reports

Staff Recommendation:

Staff recommends acceptance of the February Financial Reports.

Discussion:

OPERATING FUND:

Operating Revenue – We have collected \$1,149,376 which is \$1,343,472 less than budgeted.

(Just received Windy Gap Firing invoice in March, means we haven't billed/collected the passthrough funds.)

Operating Costs – We have spent \$2,893,441 which is \$239,512 less than budgeted.

(Carryover cost came in early- we have it budgeted in March)

Operating Gain (Loss) – We have an operating loss of \$1,744,065 which is \$1,103,960 more than budgeted.

NON-OPERATING FUND:

Non-Operating Revenue – We have collected \$819,437 which is \$3,089 more than budgeted.

Capital Costs – District – We have spent \$69,128 which is \$1,429,590 less than budget.

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

Capital Costs – District	Actual YTD	YTD Budget	Annual Budget
County Rd Improvements	\$ -		\$ 200,000
Service Connection Expense	8,659	26,200	157,200
Telemetry Improvements	-	-	200,000
Small Line Abandonment	-	-	75,000
Northeast Transmission Line	19,343	216,666	1,299,996
5MG Twin Mounds Tank Coating	10,122	-	-
Loveland/Campion Conversion	(2,433)	252,552	1,515,312
54 Bridge-Waterline Relocation	-	-	862,299
Dry Creek Feasibility	-	-	35,000
Twin Mounds Passive Mixing Sys	-	-	227,000
Buckhorn Pump Station	-	-	40,000
3rd & Welker Waterline Replace	-	-	1,320,000
LCR 8 & 21 Waterline Modification	5,654	100,000	300,000
Botterill-LTWD System Modification	-	100,000	100,000
Total Capital Projects	\$ 41,346	\$ 695,418	\$ 6,331,807
Vehicle Replacement Program	-	80,000	80,000
Furn & Equip Replacement	-	2,500	12,500
Miscellaneous Equipment	-	7,800	7,800
Ops Equipment Replacement	3,915	13,000	18,000
Total Vehicles and Equipment	\$ 3,915	\$ 103,300	\$ 118,300
Water Rights - CBT	-	400,000	400,000
Water Rights - Other	-	-	400,000
Water Resources Gen Eng	20,940	100,000	600,000
Water Resources Gen Legal	2,928	33,334	200,004
Raw Water Infrastructure	-	166,666	999,996
2nd Use Infrastructure Study	-	-	120,000
Total Water Rights	\$ 23,868	\$ 700,000	\$ 2,720,000
Total Capital Costs – District	\$ 69,128	\$ 1,498,718	\$ 9,170,107

Capital Costs - Joint: We have spent \$96,132 which is \$850,625 less than budgeted.

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

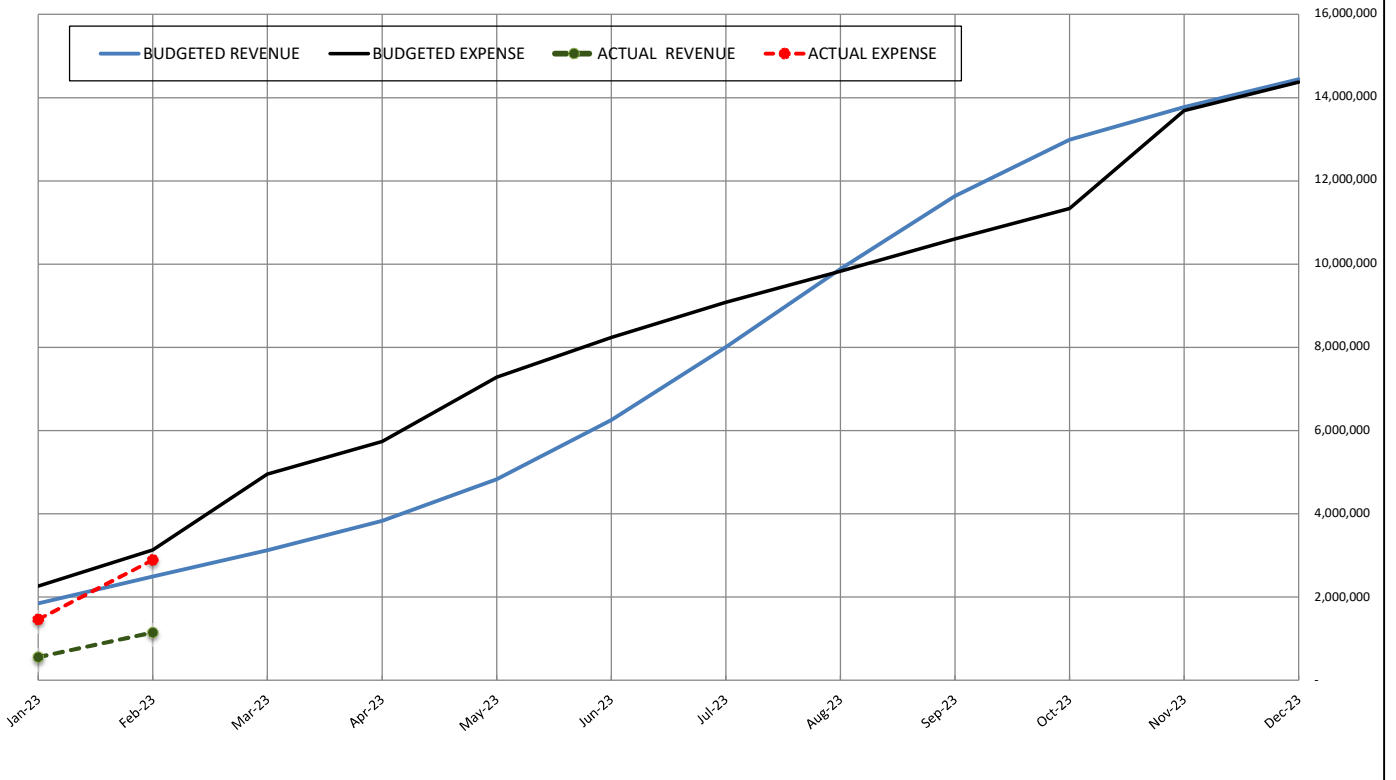
Capital Costs – Joint	Actual YTD	YTD Budget	Annual Budget
Dry Creek-Joint Cost	\$ -	\$ 150,000	\$ 150,000
CLFP Vehicles & Equipment	58,500	235,000	235,000
Pretreatment Design	37,632	415,625	415,625
Road Improvements	-	50,000	50,000
Total Capital Projects	\$ 96,132	\$ 850,625	\$ 850,625

Non-Operating Gain (Loss) – We have a net non-operating gain of \$654,178 which is \$2,187,173 more than budgeted.

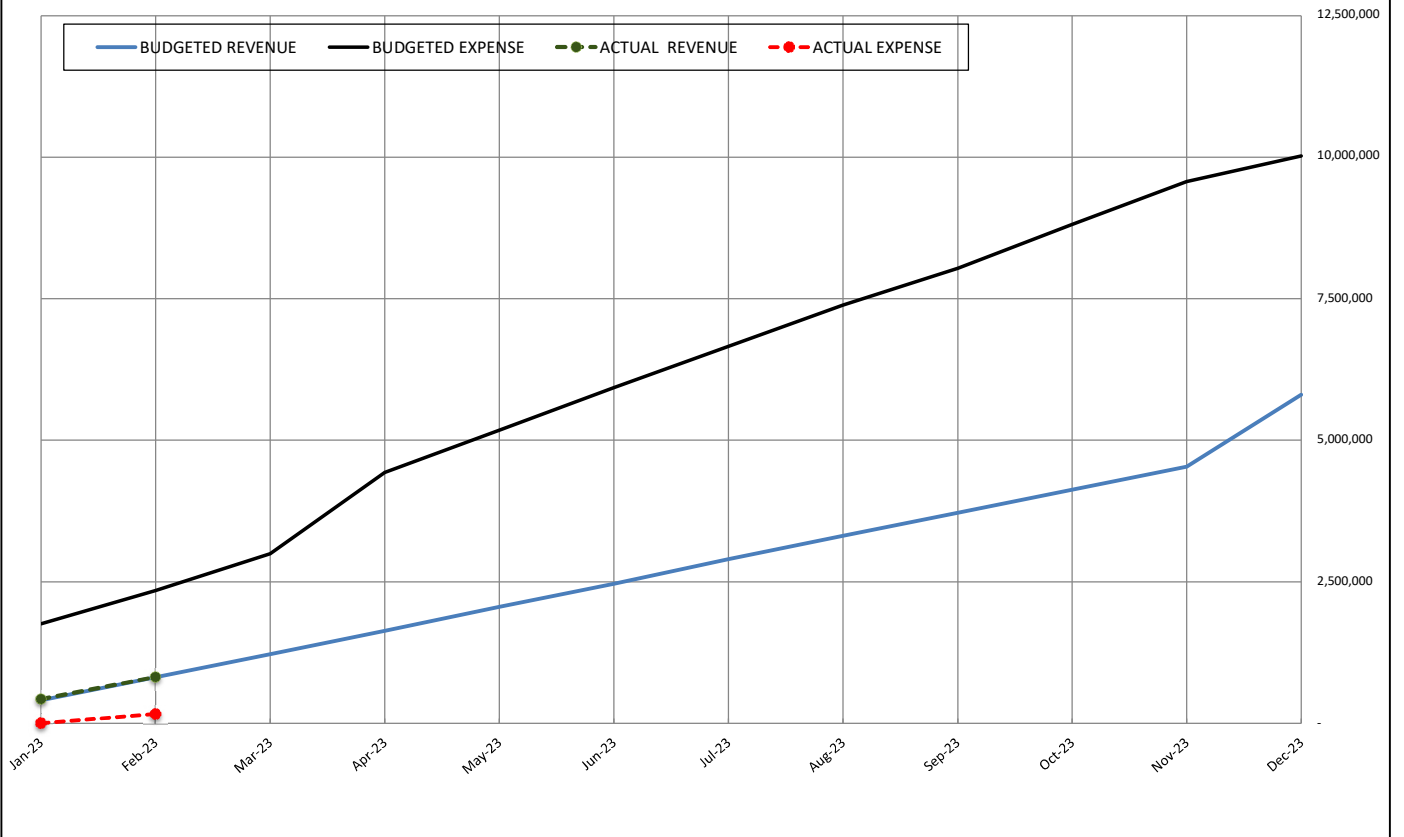
CHANGE IN WORKING CAPITAL:

Year-To-Date Change in Working Capital				
	Actual	Budget	Budget/Actual Comparison	Approved Budget
Operating Gain (Loss)	(1,744,065)	(640,105)	(1,103,960)	63,890
Non-Operating Gain (Loss)	654,178	(1,532,995)	2,187,173	(4,213,519)
Total Gain (Loss)	\$ (1,089,888)	\$ (2,173,100)	\$ 1,083,213	\$ (4,149,629)

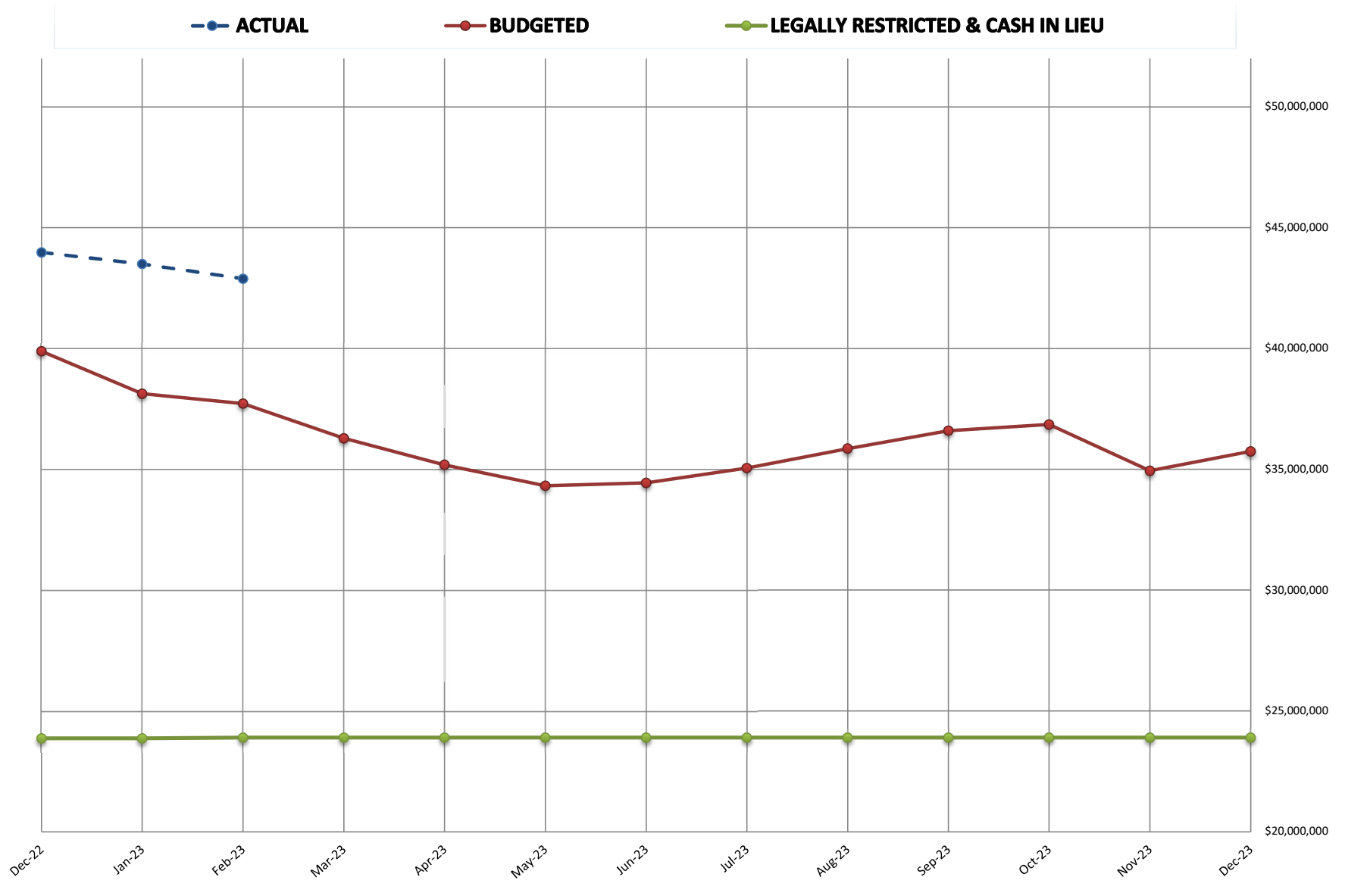
2023 OPERATING REVENUE & EXPENSE CUMULATIVE



2023 NON OPERATING REVENUE & EXPENSE CUMULATIVE



LITTLE THOMPSON WATER DISTRICT 2023 WORKING CAPITAL GRAPHICAL COMPARISON



LITTLE THOMPSON WATER DISTRICT

BALANCE SHEET

February 28, 2022

	Prior Month	YTD 2023	Actual 2022
CURRENT ASSETS			
Board Designated Reserves	\$ 18,959,190	\$ 18,852,841	\$ 19,943,591
Legally Restricted Cash	\$ 22,207,414	\$ 22,166,058	\$ 22,207,414
Cash In Lieu	\$ 1,656,260	\$ 1,726,260	\$ 1,656,260
Total Cash & Cash Equivalents	<u>\$ 42,822,864</u>	<u>\$ 42,745,159</u>	<u>\$ 43,807,265</u>
ACCOUNTS RECEIVABLE			
A/R - Water Revenue	\$ 623,399	\$ 696,839	\$ 692,696
A/R - Misc Revenue	\$ 96,987	\$ 1,011,024	\$ 152,156
Accrued Int Receivable	\$ 29,479	\$ 16,905	\$ 14,205
Projects Passthrough Projects	\$ 51,928	\$ 64,780	\$ 68,893
Total Accounts Receivable	<u>\$ 801,793</u>	<u>\$ 1,789,549</u>	<u>\$ 927,949</u>
OTHER ASSETS			
Inventory	\$ 524,941	\$ 516,759	\$ 469,674
Prepaid Expenses	\$ 25,656	\$ 25,656	\$ 25,656
Total Other Assets	<u>\$ 550,597</u>	<u>\$ 542,415</u>	<u>\$ 495,330</u>
CAPITAL ASSETS			
Filter Plant - Joint Venture	\$ 3,269,178	\$ 3,269,178	\$ 3,269,178
Dry Creek Reservoir Dam	\$ 7,442,974	\$ 7,442,974	\$ 7,442,974
Land - Dry Creek Reservoir	\$ 6,508,922	\$ 6,508,922	\$ 6,508,922
Distribution System	\$ 78,331,664	\$ 78,331,664	\$ 78,331,664
Land & Easements	\$ 2,361,148	\$ 2,361,148	\$ 2,361,148
CLFP - Depreciable Asset	\$ 11,197,297	\$ 11,197,297	\$ 11,197,297
Vehicles, Field & Office Equipment	\$ 3,328,151	\$ 3,328,151	\$ 3,328,151
Construction in Progress	\$ 15,603,153	\$ 15,603,153	\$ 15,603,153
Accumulated Depreciation	\$ (35,821,410)	\$ (35,821,410)	\$ (35,821,410)
Water Rights	\$ 108,692,679	\$ 108,692,679	\$ 108,692,679
Total Capital Assets	<u>\$ 200,913,755</u>	<u>\$ 200,913,755</u>	<u>\$ 200,913,755</u>
Total Assets	<u>\$ 245,089,009</u>	<u>\$ 245,990,878</u>	<u>\$ 246,144,299</u>
CURRENT LIABILITIES			
A/P - Supplies	\$ 440,472	\$ 1,999,733	\$ 1,140,227
Wages Payable	\$ 661,888	\$ 611,554	\$ 534,594
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	<u>\$ 2,240,907</u>	<u>\$ 3,749,834</u>	<u>\$ 2,813,368</u>
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	<u>\$ 32,627,215</u>	<u>\$ 32,627,215</u>	<u>\$ 32,627,215</u>
Total Liabilities	<u>\$ 34,868,122</u>	<u>\$ 36,377,049</u>	<u>\$ 35,440,583</u>
NET ASSETS			
NET ASSETS	\$ 210,703,716	\$ 210,703,716	\$ 203,836,574
Net Revenue Over Expenses	\$ (482,829)	\$ (1,089,887)	\$ 6,867,142
Total Equity	<u>\$ 210,220,887</u>	<u>\$ 209,613,829</u>	<u>\$ 210,703,716</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 245,089,009</u>	<u>\$ 245,990,878</u>	<u>\$ 246,144,299</u>

**LITTLE THOMPSON WATER DISTRICT
INCOME AND EXPENSE SUMMARY FOR
MONTH ENDING February 28, 2023**

	Current Month Actual	Current Month Budget	Month Comp Bud/Act	2023 YTD Actual	2023 YTD Budget	YTD Comp Bud/Act	2023 Adopted Budget
OPERATING REVENUE							
Water Revenue Base Fee	318,294	315,336	2,958	624,205	612,763	11,442	3,813,445
Water Revenue Tier I	116,492	96,769	19,723	213,986	198,727	15,259	1,574,885
Water Revenue Tier II	42,753	47,412	(4,659)	78,825	100,835	(22,010)	2,503,350
Water Revenue Tier III	16,859	21,656	(4,797)	32,157	42,812	(10,655)	1,526,805
Water Revenue Tier IV	58,052	79,388	(21,336)	106,455	136,797	(30,342)	1,829,183
Water Revenue Tier V	15,406	32,900	(17,494)	30,158	61,731	(31,573)	1,237,475
Water Surcharge	-	-	-	-	-	-	42,000
Water Revenue Wholesale	11,662	27,500	(15,838)	30,050	55,000	(24,950)	342,000
Water Revenue Rental	-	-	-	-	-	-	40,000
Bulk Water Revenue	9,355	15,000	(5,645)	22,881	15,000	7,881	212,000
Other Revenue	4,040	5,250	(1,210)	10,658	12,850	(2,192)	61,160
Windy Gap Firming Passthrough	-	-	-	-	1,256,333	(1,256,333)	1,256,333
Total Operating Revenue	592,914	641,211	(48,297)	1,149,376	2,492,848	(1,343,472)	14,438,636
OPERATING EXPENSES							
Water Treatment	299,764	145,206	154,558	407,764	290,412	117,352	2,017,931
System Maintenance	108,741	112,600	(3,859)	158,357	187,000	(28,643)	1,059,700
Administration and General	123,838	98,006	25,832	172,421	239,007	(66,586)	1,040,262
Engineering	14,700	27,625	(12,925)	14,715	53,285	(38,570)	365,560
Assessments	560,492	1,000	559,492	1,293,396	1,361,357	(67,961)	2,462,500
Joint Operations	11,154	24,720	(13,566)	12,469	44,940	(32,471)	289,265
St Vrain Authority Operations	-	75,000	(75,000)	5,000	75,000	(70,000)	75,000
Wages & Benefits	311,433	383,976	(72,543)	829,320	881,952	(52,632)	4,727,472
Bond & Loan Payments	-	-	-	-	-	-	2,337,056
Total Operating Expenses	1,430,121	868,133	561,988	2,893,441	3,132,953	(239,512)	14,374,746
Operating Gain(Loss)	(837,207)	(226,922)	(610,285)	(1,744,065)	(640,105)	(1,103,960)	63,890
NON OPERATING REVENUE							
Plant Investment Fees	213,400	211,758	1,642	414,400	423,516	(9,116)	2,541,096
Cash in Lieu of Water Rights	-	132,708	(132,708)	70,000	265,416	(195,416)	1,592,496
Water Resource Fee	22,000	18,750	3,250	40,000	37,500	2,500	225,000
NonRes Cash in Lieu of Water	-	-	-	-	-	-	-
Tap Installation Revenue	15,400	22,458	(7,058)	31,300	44,916	(13,616)	269,496
Interest Income	126,909	15,000	111,909	173,800	30,000	143,800	180,000
Native Water Dedication Fee	-	-	-	4,500	-	4,500	15,000
Gain (Loss) Sale of Asset	-	-	-	-	-	-	-
Contrib Water Court	-	-	-	-	-	-	-
Other Fees	12,863	7,500	5,363	85,437	15,000	70,437	96,250
Passthrough Revenue	-	-	-	-	-	-	887,875
Windy Gap Firming Project	-	-	-	-	-	-	-
Windy Gap Firming Assessments	-	-	-	-	-	-	-
Total Non Operating Revenue	390,572	408,174	(17,602)	819,437	816,348	3,089	5,807,213
NON OPERATING EXPENSES							
Capital Improvements - District	40,424	347,709	(307,285)	41,345	695,418	(654,073)	6,331,807
Vehicles & Equipments Costs	-	84,800	(84,800)	3,915	103,300	(99,385)	118,300
Water Right Purchases	-	-	-	-	400,000	(400,000)	800,000
Water Rights - Windy Gap	-	-	-	-	-	-	-
Water Rights Adjudication	23,868	200,000	(176,133)	23,868	300,000	(276,133)	1,920,000
St Vrain Authority Treatment	-	-	-	-	-	-	-
Total Capital Costs - District	64,292	632,509	(392,085)	69,128	1,498,718	(1,429,590)	9,170,107
Capital Improvements - Joint	96,132	(40,000)	136,132	96,132	850,625	(754,493)	850,625
Total Non Operating Expenses	160,423	592,509	(255,953)	165,259	2,349,343	(2,184,084)	10,020,732
Non Operating Gain(Loss)	230,149	(184,335)	238,352	654,178	(1,532,995)	2,187,173	(4,213,519)
Net Revenue Over Expenses	(607,058)	(411,257)	(371,934)	(1,089,887)	(2,173,100)	1,083,213	(4,149,629)

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.1

Staff: Amber Kauffman, District Manager

Subject: Danny Davis Variance Request

Staff Recommendation: Recommend Modified Payment of Fee

Discussion:

Mr. Davis approached the District with a variance request in late December 2021 for the price of his accessory dwelling he is in the process of obtaining a permit with Larimer County. The process with the County has been very time consuming and has impacted his ability to move his project forward. He has not been granted the permit at this time; however, he has completed the construction of the accessory dwelling. He has been working on the project for quite some time cleaning up County records for his property.

Mr. Davis is an under-user. For the past two years his annual usage has been around 125,000 gallons.

Mr. Davis is asking the Board for the ability to not pay the 2023 fee of \$14,000 for his accessory dwelling. His request is attached.

The goal of the accessory dwelling fee is to provide additional water to the tap for the current user and future users. Mr. Davis is currently an under-user but to ensure the future users of that tap have adequate water, the District staff prefer to take a consistent approach with our customers in maintaining the requested accessory dwelling fee for all customers. Staff understand the burden of the cost of the fee and therefore propose a more favorable approach with the customer in a two year payment plan that can help ease immediate cost.

12-21-2022

To: Little Thompson Water board

Subject: Reinstate Grandfather clause of shared tap for Accessory Dwelling

From Danny Davis, 3018 Black Fox Run Ln. Loveland Co. 80538, 970-667-3475

Dear: Little Thompson Water Board

In December of 2021, I submitted a request to split my water tap and share it with a planned Accessory Dwelling for my family. In January 2022, a \$10,000 fee was added to any new requests for splitting water taps for LT water users. I believed that I was grandfathered because I submitted in the previous year, that was my understanding.

Recently, I received a notice from Larimer County that Little Thompson rescinded my grandfather clause and that I must resubmit the request to split the tap and would now be required to pay the new fee of \$10,000. This fee is a hardship for me as I try to add affordable housing. I am assuming this was due to the fact I did finish my Accessory Home within the year of 2022.

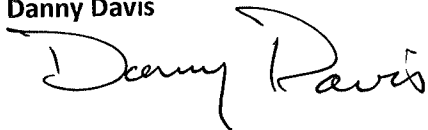
I have tried hard to complete my project, but several issues came up that caused significant delays in this project. To date I have spent over \$30,000 for various parts of the project. Delays:

- Larimer county changes to Accessory homes codes caused the biggest delay as we had to find a modular that fit the new codes.
- The first six month of 2022, no access to county for visits due to Covid 19 restrictions. We are still trying to get a home approved with the county.
- Major surgery took me out for four months.
- I am currently working with the code enforcement folks to straighten out code compliance issues with my 60 yr old main home. I cannot move forward until the code issues are address. There were three to deal with:
 - An unfinished basement that had no permit or final inspection completed. This was completed with a phone call and picture.....I have never had a basement planned, dug or permitted.....i have a four foot tall crawl space. A real estate site was the counties source of my unapproved basement that wasn't there.
 - A furnace added to a workshop building without a permit. This was not true so I believe it has been removed.
 - No final inspection for a bathroom addition in 1988, 34 years ago. I know it was completed but cannot prove so waiting for a final of an old addition. Inspection has not been scheduled with the code folks yet.

I'm requesting the LTWB extend my grandfather clause for my water tap split without the fee for the current year, 2023. This split does not increase my water consumption as my family member already resides in my residence.

Thank you in advance for your time reviewing this matter for me,

Danny Davis



Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.2

Staff: Amber Kauffman

Subject: Second Amendment to the 2002 Town of Johnstown IGA

Staff Recommendation: For Approval.

Discussion:

Matt LeCerf, Town Manager for the Town of Johnstown (Johnstown), and I have been working steadily to revise the current Intergovernmental Agreement (IGA) that Johnstown and the District have. We are working to replace the two IGA's currently in place with one. We believe the IGA will be complete in the next month or two but are asking for an extension of the current IGA until the end of June to ensure the document is complete and has adequate time for legal review. In August of 2022 the Board approved the First Amendment to the 2002 Town of Johnstown IGA with an extension to March 31, 2023, due to staffing shortages at Johnstown which impacted Mr. LeCerf's ability to put much effort into the revised IGA until late Fall 2022.

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

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

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Second Amendment”) is made and entered into on this ___ day of _____, 2023, 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 have not concluded such negotiations; and

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

WHEREAS, to effectuate the foregoing, on or about August 15, 2022, the Parties entered into that certain First Amendment to Intergovernmental Agreement, extending the term of the 2002 Agreement to March 1, 2023; and

WHEREAS, because the Parties have not yet finalized a new agreement, the Parties desire to enter into this Second Amendment to extend the term of the 2002 Agreement to June 30, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Second 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 June 30, 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 Second Amendment, the 2002 Agreement has not been amended, supplemented or altered in any way by this Second 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 Second Amendment, the provisions of this Second Amendment will govern and control.

IN WITNESS WHEREOF, the Parties have executed this Second 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

**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 15 day of August, 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:

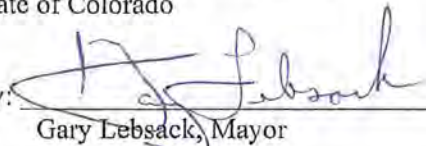
7. Term. This Agreement shall remain in full force and effect until March 1, 2023. The Town and the District agree that not less than one (1) year prior to the expiration of the Agreement both parties shall jointly review the Agreement for the purpose of considering the advisability of extending, altering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

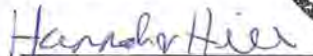
IN WITNESS WHEREOF, the Parties have executed this First 2002 Amendment as of the date set forth above.

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

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.

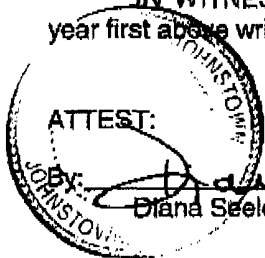
m. Neither party may assign or transfer all or any part of this Agreement without the prior written consent of the non-assigning party.

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.



ATTEST:
Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

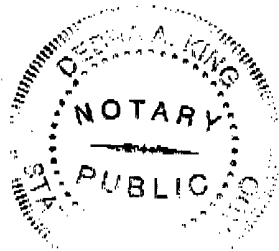
By: *Mark Romanowski*
Mark Romanowski, Mayor

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.

Diana A. King
 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

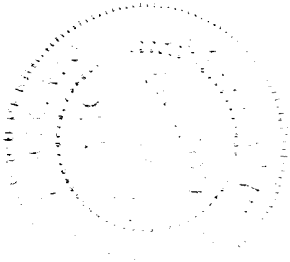


STATE OF COLORADO)
) ss.
COUNTY OF WELD)

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

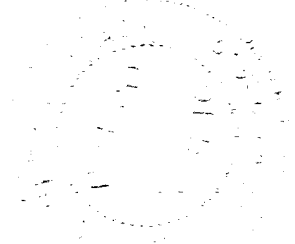
By: Alex Sauer
President

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: March 23, 2023

Item: 6.3

Staff: Brad Eaton, PE – District Engineer

Subject: Mikaela Rivera, Waas, Campbell, Rivera, Johnson & Velasquez, LLP – Contract for General Easement and Crossing Agreement Related Legal Services.

Staff Recommendation: Staff Requests Board Approval.

Background:

District staff routinely encounters easement and crossing agreement issues with capital projects, development projects and existing District easements. These issues can vary from easement negotiation and acquisition of a new easement, to legal interpretation and modification of existing easements and/or crossing agreements.

Discussion:

District staff has been utilizing the legal services of Mikaela Rivera, attorney with Waas, Campbell, Rivera, Johnson & Velasquez, LLP. on both the West I-25 Transmission Line and the Northeast Transmission Line projects. Ms. Rivera is a specialist in the field of easement negotiations and acquisition, including eminent domain and condemnation. Recent success with acquiring easements from problematic property owners on the West I-25 Transmission Line has largely been the result of Ms. Rivera's expertise and involvement in the project.

Recommendation:

Staff requests the Board approve the use of Ms. Rivera's legal services on a case-by-case basis as deemed necessary by staff for general easement and crossing agreement issues that arise. A copy of Ms. Rivera's proposed letter of engagement is attached for reference.



WAAS CAMPBELL RIVERA
JOHNSON & VELASQUEZ LLP

Mikaela V. Rivera
720.351.4703
rivera@wcrlegal.com

March 13, 2023

VIA EMAIL: BEaton@ltwd.org

Brad E. Eaton, PE
District Engineer
Little Thompson Water District
835 E. State Highway 56
Berthoud, CO 80513

Re: Engagement Letter

Dear Mr. Eaton:

We are pleased that you have selected this Firm as your counsel in the matter described below. We want to make sure that you understand the basis for determining the fees that we charge, and that we both agree on the scope of the services we are to provide to you related to this matter.

Our fees will be determined on the basis of time spent by the individuals who provide the services, at their hourly rates. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by us from time to time. I will be the primary attorney responsible for this matter and my present hourly rate is \$530.00. Other attorneys and legal assistants in our firm may also be utilized, and we will take your preferences into account in selecting the individuals who will be involved in our representation.

The hourly rates of lawyers at Waas Campbell Rivera Johnson & Velasquez LLP range from \$495.00/hour to \$600.00/hour; legal assistants or paralegals range from \$125.00/hour to \$200.00/hour. We will bill you for expenses incurred on your behalf related to providing services, including photocopying, filing and recording fees, long distance telephone charges, telecopy charges, courier and messenger charges, travel expenses, computerized research charges and other out-of-pocket expenses. These minor charges are passed through directly in the exact amount we disburse. If major disbursements become necessary, we will discuss them with you in advance. Our statements are rendered monthly and, unless other arrangements are made, payment in full is due within 30 days after the date of the statement. In the event any invoice is not timely paid, we reserve the right to withdraw from any pending proceeding relating to the matter and by your signature below you agree that we may do so. If you have any questions concerning any bill, we request that you raise them promptly.

This fee structure will apply to this matter and any future matters you may refer to the Firm unless other arrangements are made in writing.

The scope of the services we have agreed to provide is general legal representation in regard to miscellaneous projects.

Brad E. Eaton, PE
District Engineer
Little Thompson Water District
March 13, 2023
Page 2

Since your matter involves actual or potential litigation, it is required that you take all measures necessary to preserve all documents, including electronic documents, that relate in any way to the matter. If you have any questions about whether or not you are obligated to preserve a record or document, please let us know before any action is taken to delete or destroy such records or documents, and take all steps necessary to make certain that no automatic mechanisms are in place that would lead to the destruction or deletion of such records or documents. This document retention obligation supersedes any and all document retention protocols that may otherwise be in place.

We are required by federal law to inform you of our policies regarding privacy of client information. In the course of advising you, we may collect nonpublic personal information from you. You should know that all nonpublic personal information that we receive from you is held in confidence and is not released to people outside the firm except as necessary to carry out our representation of you, as otherwise agreed to by you, or as required under an applicable law. While federal law requires us to inform you of our policy, it does not limit the attorney-client privilege or the confidentiality rules which are governed by state law and the rules of professional conduct. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

Our practice is to retain all files relating to the matter for which the Firm is engaged for a period of 7 years after the matter is concluded. Before destroying files, we will send you a reminder of this policy at your last known address, and send the file to you if you request we do so.

We look forward to working closely with you on this matter. While we cannot guarantee the results which will be achieved, we will do our best to provide you with legal services of the highest quality. If you have any questions concerning the matters set forth in this letter or the services we are providing to you, please do not hesitate to call me.

The Firm and I thank you very much for your business, and we look forward to a successful working relationship with you. Please sign where indicated below and return a signed copy to the undersigned to show your approval of the terms of this engagement.

Sincerely,



Mikaela V. Rivera
for

WAAS CAMPBELL RIVERA
JOHNSON & VELASQUEZ LLP

MVR:saw

Brad E. Eaton, PE
District Engineer
Little Thompson Water District
March 13, 2023
Page 3

ACCEPTED AND AGREED TO:

LITTLE THOMPSON WATER DISTRICT

By: _____
Brad E. Eaton, PE

Its: _____

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.4

Staff: Brad Eaton, PE – District Engineer

Subject: H2 (aka H Squared) Infrastructure Project – Project Overview and Easement Acquisition.

Staff Recommendation: Staff Recommends Approval of Resolution 2023-07.

Background:

As the District Board is aware, District staff is currently in pursuit of changing native water shares in the Consolidated Home Supply Ditch and Handy Ditch from agricultural to municipal use.

LTWD staff has evaluated various alternatives to utilize these native water shares and has determined the most suitable alternative to be a pump station located between Lonetree and Welch reservoirs. The pump station will discharge to a new transmission pipeline that will deliver these waters approximately four miles southwest to Dry Creek reservoir where it can be pumped to the Carter Lake Water Treatment plants for treatment and use in the LTWD distribution system.

The proposed transmission pipeline will traverse numerous private properties, along with Larimer County right of way as it connects the two facilities noted above. Please see the attached graphic depiction (Exhibit A) of a conceptual alignment for the proposed transmission line. The specific and final transmission line route will largely depend on the ability to negotiate and obtain easements on private property.

Discussion:

District staff has been utilizing the legal services of Mikaela Rivera, attorney with Waas, Campbell, Rivera, Johnson & Velasquez, LLP. on both the West I-25 Transmission Line and the Northeast Transmission Line projects. Ms. Rivera is a specialist in the field of easement negotiations and acquisition, including eminent domain and condemnation. Recent success with acquiring easements from problematic property owners on the West I-25 Transmission Line has largely been the result of Ms. Rivera's expertise and involvement in the project.

Recommendation:

Staff requests the Board express any questions or concerns with the project activities as generally described above and to approve moving the project forward, including easement acquisition that may require pursuit of the District's authority to invoke the eminent domain process when necessary. Furthermore, staff requests approval to utilize Mikaela Rivera with easement negotiations and acquisition as needed.

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

RESOLUTION 2023-07

**A RESOLUTION OF NECESSITY AND FOR EMINENT DOMAIN PROCEEDINGS FOR THE
PUBLIC USE AND PUBLIC PURPOSE OF CONSTRUCTING, INSTALLING, AND
MAINTAINING THE H2 INFRASTRUCTURE PROJECT**

WHEREAS, the Little Thompson Water District (“LTWD”) is a political subdivision and body corporate of the State of Colorado. and is authorized under the laws of the State of Colorado to acquire interests in privately owned lands which are necessary for a public use;

WHEREAS, the LTWD Board of Directors (the “Board”) has determined that the H2 Infrastructure Project (“Project”) is critical water infrastructure for property served by LTWD; WHEREAS, the Board has determined the alignment of the Project and understands that acquiring certain property is necessary to complete construction of the Project;

WHEREAS, the owners of such land have been or may be unwilling or unable to sell the real property needed for the Project;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby finds and determines that the Project is being constructed for a public purpose.
2. The Board hereby finds and determines that there is a public need and necessity for the Project.
3. The Board hereby finds and determines that there is a public need and necessity to acquire certain property interests depicted in the attached Exhibit A for the Project.
4. LTWD is authorized to exercise its power of eminent domain to acquire property for the Project, and LTWD staff and agents are authorized to take the required steps for LTWD to exercise its power of eminent domain to acquire the property interests necessary to complete the Project.

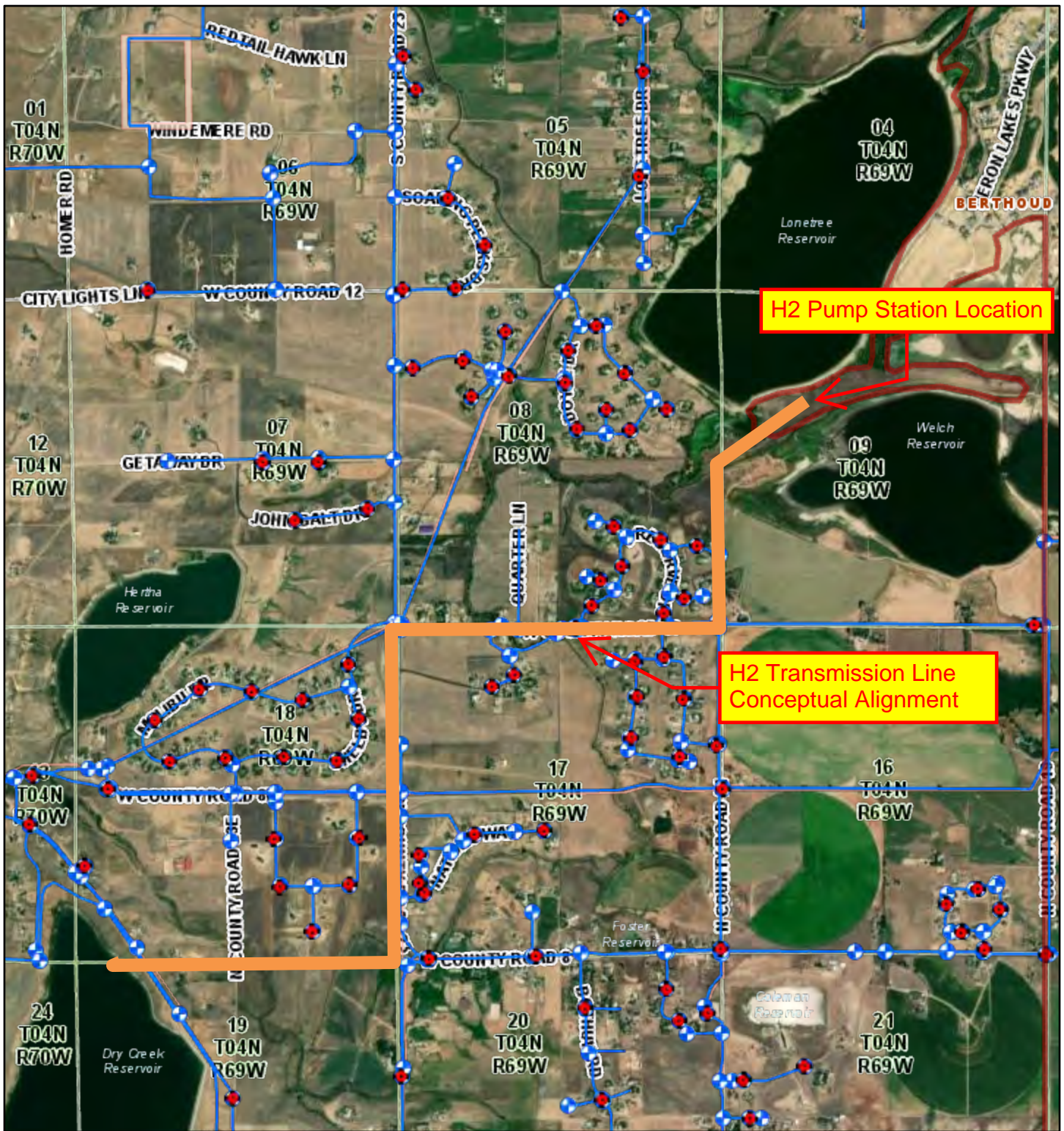
"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on March 23, 2023."

President

Attest: _____
Secretary

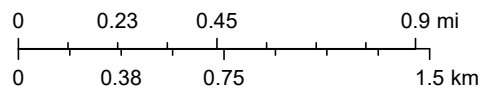
[SEAL]

EXHIBIT A -H2 Infrastructure Project



3/14/2023, 12:17:16 PM

1:36,112



- | | | |
|-------------------|-------------------|----------------------|
| Override 1 | Water Main | Weld County Lakes |
| City Names | Network Structure | Weld County Roads |
| District Counties | System Valve | Boulder County Lakes |
| LTWD Service Area | Hydrant | Boulder County Roads |
| | District Sections | Larimer County Lakes |

Joe Robinson, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.5

Staff: Brad Eaton, PE – District Engineer

Subject: RFO Infrastructure Project – Project Overview and Easement Acquisition.

Staff Recommendation: Staff Recommends Approval of Resolution 2023-08.

Background:

Once native water shares in the Consolidated Home Supply Ditch and Handy Ditch have been changed from agricultural to municipal use, and these native waters are used in the LTWD system, it will be necessary to meet Return Flow Obligations (RFO's) to the Little Thompson River. RFO's will be required as part of the court decreed municipal use of these waters and are necessary to mirror historic use and thereby mitigate potential injury to other downstream users.

LTWD staff has evaluated alternatives to make the necessary RFO's and determined the most suitable alternative to be a pump station located at Dry Creek Reservoir that will discharge to a new transmission pipeline. The transmission pipeline will deliver return flow water approximately three- and one-half miles southeast to the Little Thompson River.

The proposed transmission pipeline will traverse various private properties, along with Larimer County right of way as it connects the two facilities noted above. Please see the attached graphic depiction (Exhibit A) of a conceptual alignment for the proposed transmission line. The specific and final transmission line route will largely depend on the ability to negotiate and obtain easements on private property.

Discussion:

District staff has been utilizing the legal services of Mikaela Rivera, attorney with Waas, Campbell, Rivera, Johnson & Velasquez, LLP. on both the West I-25 Transmission Line and the Northeast Transmission Line projects. Ms. Rivera is a specialist in the field of easement negotiations and acquisition, including eminent domain and condemnation. Recent success with acquiring easements from problematic property owners on the West I-25 Transmission Line has largely been the result of Ms. Rivera's expertise and involvement in the project.

Recommendation:

Staff requests the Board express any questions or concerns with the project activities as generally described above and to approve moving the project forward, including easement acquisition that may require pursuit of the District's authority to invoke the eminent domain process when necessary. Furthermore, staff requests approval to utilize Mikaela Rivera with easement negotiations and acquisition as needed.

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

RESOLUTION 2023-08

A RESOLUTION OF NECESSITY AND FOR EMINENT DOMAIN PROCEEDINGS FOR THE
PUBLIC USE AND PUBLIC PURPOSE OF CONSTRUCTING, INSTALLING, AND
MAINTAINING THE RFO INFRASTRUCTURE PROJECT

WHEREAS, the Little Thompson Water District (“LTWD”) is a political subdivision and body corporate of the State of Colorado. and is authorized under the laws of the State of Colorado to acquire interests in privately owned lands which are necessary for a public use;

WHEREAS, the LTWD Board of Directors (the “Board”) has determined that the RFO Infrastructure Project (“Project”) is critical water infrastructure for property served by LTWD; WHEREAS, the Board has determined the alignment of the Project and understands that acquiring certain property is necessary to complete construction of the Project;

WHEREAS, the owners of such land have been or may be unwilling or unable to sell the real property needed for the Project;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby finds and determines that the Project is being constructed for a public purpose.
2. The Board hereby finds and determines that there is a public need and necessity for the Project.
3. The Board hereby finds and determines that there is a public need and necessity to acquire certain property interests depicted in the attached Exhibit A for the Project.
4. LTWD is authorized to exercise its power of eminent domain to acquire property for the Project, and LTWD staff and agents are authorized to take the required steps for LTWD to exercise its power of eminent domain to acquire the property interests necessary to complete the Project.

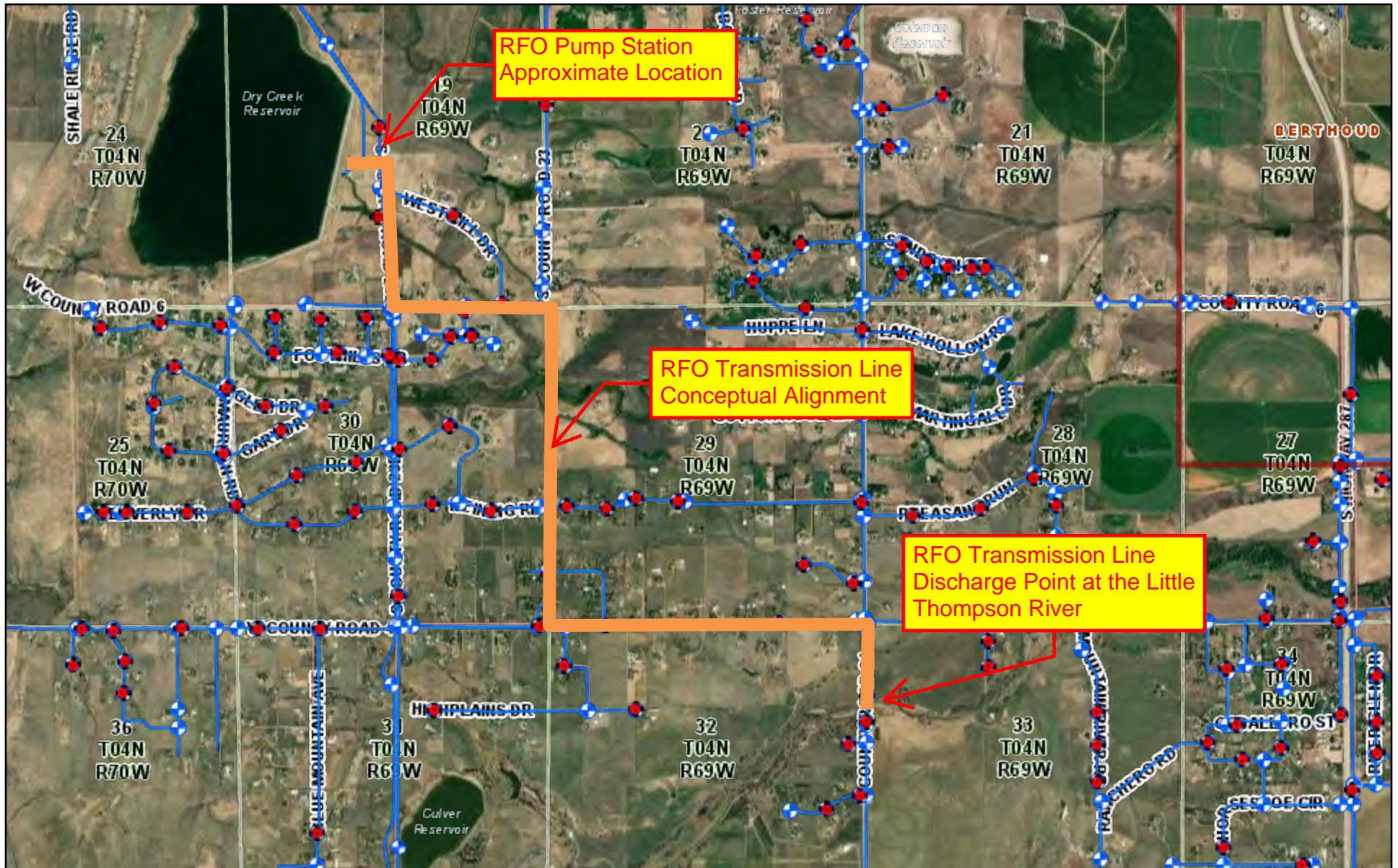
"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on March 23, 2023."

President

Attest: _____
Secretary

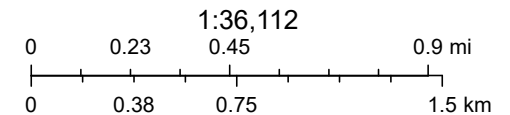
[SEAL]

EXHIBIT A - RFO Infrastructure Project



3/15/2023, 2:06:11 PM

- Override 1
- District Counties
- Water Main
- System Valve
- District Sections
- City Names
- LTWD Service Area
- Network Structure
- Hydrant
- Weld County Lakes



Joe Robinson, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.6

Staff: Amber Kauffman, District Manager

Subject: Carter Lake Filter Plant (CLFP)

Staff Recommendation: Informational only

In attendance at the CLFP Board meeting was Gary Allen of Longs Peak Water District (LPWD) and North Carter Lake Water District (NCLWD) to listen and find out what was going to be done to address the complaints related to taste, odor, and color. Mr. Allen was pretty concerned about the amount of complaining happening in the community, on social media, and to the office of his water districts. Also in attendance was Jim Walker of LTWD's board.

Audit:

- CLFP had their Audit presentation by BDO on March 8. The audit had minor issues that are generally tied to the size of the organization and inability to separate duties rather than any misstatements. BDO has been doing CLFP's depreciation of assets and they would like the plant staff or consultants to complete that task.

Projects:

- NoCo Engineering would like to test two different treatments on the water from Dry Creek Reservoir. The testing would be small scale in the lab and would be most beneficial to occur later in the year; however, due to the amount of taste, odor, and color calls, the direction requested was to start testing as soon as possible.
- Pretreatment:
 - ❖ NoCo Engineering is working on creating the DAF specification to send out for equipment procurement. (No change)
 - ❖ Created a rough draft of the one-line diagram that were presented to the board. NoCo Engineering needs to meet with LTWD and Central Weld County Water District (CWCWD) to discuss capacity and operations of the line to Dry Creek as well as connection to the canal.
 - ❖ NoCo Engineering prepared front end documents for the procurement specifications for review.

Operations and Maintenance:

- Average daily demand for January was 9.1 Million Gallons per Day (MGD), the same as in 2022.
- Work has started on the replacement of an old compressor in the North Plant.

- A proposal for new valves was received from Municipal Treatment for the North Plant to enable higher chlorine clean-in-place washes in the amount of \$205,568.00 (not including installation). This was a budgeted item.
- A quote was received from Wesco to modify piping out of the North Plant cells to ensure more accurate metering. The cost for the five cells is \$99,735.
- Dry Creek – Pumping started January 24 and continued until February 21. The water from Dry Creek has caused issues with the Soda Ash feed system, making it difficult to maintain. Additionally, LTWD, CWCWD, LPWD, Firestone, Fredrick, and Dacono all had taste/odor/color complaints. Some of it more significant on social media. The Board decided, with input of staff and Gary Allen, to not pump/treat water from Dry Creek until we are better prepared to deal with the taste/odor/color issues with treatment at Dry Creek or at the CLFP.

Manager's Report

- Rick advertised the Lead Operator position internally and had one applicant. Rick was in the middle of interviews for the Administrative Assistant position to assist Lisa.
- Rick had several requests for tours from Northern Water and Hach.
- Verizon Wireless has reached out proposing a lease for the installation of a cell tower either at the plant house or on the south plant property. The tower would be approximately 100 feet tall but would provide revenue to the CLFP. The Board approved Rick pursuing the lease.

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.7

Staff: Amber Kauffman, District Manager

Subject: St. Vrain Water Authority (SVWA)

Staff Recommendation: Informational only

Discussion:

Below is a summary of topics discussed at the March 13 meeting.

Action Items:

- Payment of Bills - Approved.
- Acceptance of Financials - Approved.
- Approval of Request For Proposal (RFP) for Authority Management Services – Approved
 - ❖ The RFP included general secretarial duties such as coordination of Board of Director (Board) meetings, record keeping, communication, contract administration, and document administration.
 - ❖ The RFP also includes other general accounting duties such as accounts payable, accounts receivable, and budgeting as an optional duty (currently Firestone does this work and is amenable to continuing the work for a limited time).
- Approval of RFP for Financial Audit Services – Approved
- Approval of Insurance Proposal – Approved option with \$5,000 deductible and no additional wind and hail coverage.

Discussion Items:

- Discussion regarding site security improvements:
 - ❖ The board secretary, Dave Lindsay, suggested evaluating additional site security for video cameras.
 - ❖ The item is not budgeted for this year.
 - ❖ The board directed Dave to get a quote for next year's budget/installation.

Reports:

- Ramey Environmental – Plant Operations:
 - ❖ Water Monitoring plan draft is completed and waiting on review by others.
 - ❖ Operators have been on-site to observe the startup process and were all fitted with safety equipment including gas masks.

- Water Treatment Plant Construction Update:
 - ❖ Punchlists are on-going.
 - ❖ The Temporary Certificate of Occupancy was issued allowing the installation of chemicals to start the testing and startup procedures of the equipment at the plant.
 - ❖ The flocculation/sedimentation basins are tested and operational.
 - ❖ The DuPont Ultra-Filtration equipment is about three weeks through the testing.
 - ❖ The RO manufacturer is expected to be onsite in two weeks to start testing.
 - ❖ Current estimate for delivery of water into the Firestone distribution system is the end of April.
- Information Technology (IT) and Phone Service Update:
 - ❖ IT is all set up on site but needs to purchase a laptop, phones are purchased but are waiting on installation until furniture is installed.
- Website Update:
 - ❖ Frank Jimenez is working with Streamline to get costs to have the website up and running based on requirements for the Authority.

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 6.8

Staff: Amber Kauffman, District Manager

Subject: Windy Gap Firming Project (WGFP)

Staff Recommendation: Informational only

Discussion:

Windy Gap Operations Subcommittee

Amanda, Garrett, Kammy, and I attended the Operations Subcommittee meeting on February 28. We reviewed what Northern Colorado Water Conservancy District (Northern) had put together on their thoughts on the operation of the Firming project including how the deliveries are allocated, how “orders” are made, how Chimney Hollow will initially fill and how it could cause Granby to spill, potential leases of storage in Chimney Hollow, how evaporation is handled, and more. It is anticipated that the series of Operations Subcommittee meetings could take some time to develop operating criteria.

Windy Gap Deliveries

As of February 28, there was approximately 6,000 acre-feet (ac-ft) of Windy Gap water in the system. Participants were encouraged to take delivery of that water to reduce the potential amount that will spill.

Colorado River Connectivity Channel (CRCC)

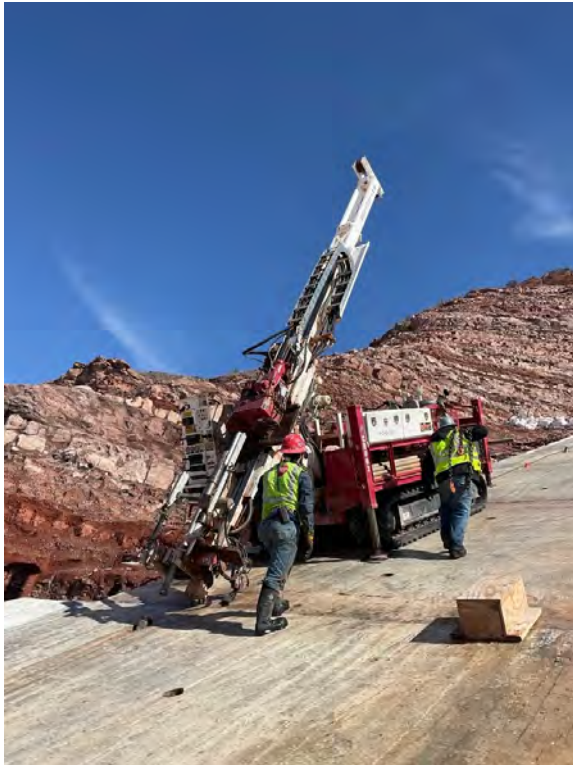
Northern staff and the contractor are continuing work on change orders that currently total \$1.76 million (M) related to the delay in construction start. They are also working on an adaptive management agreement.

Chimney Hollow

The team had their quarterly partnering session in which was highlighted the successes and challenges of the project. Successes included the quality of work, public perception, environmental program and administrative processes and documentation. Some of the challenges include the grouting program progress, change management, communication, and schedule.



The contractor is working to modify their air permit to give them greater flexibility, increase daily limits on crushing and concrete batching without increasing their annual limit, and adding a diesel generator. Northern is applying for a waiver for a site plan permit (legally they can) and the building permit (which Larimer County has not agreed to). Larimer County's building permit process has been extremely difficult and time consuming and could cause delay to the project.



Main dam progress is up from the plinth by 50 feet (back to original grades) with approximately 334 feet to go to the top of the dam. Asphalt will begin again March 20 amid a concern that the grouting program is able to keep ahead of the asphalt placement. In order to help alleviate some concern, the grout team started "double shift" on March 7. The embankment team will start double shift April 3. It is expected that the plinth construction will be complete in May.

Other items of concern include higher costs for increased quantities of blanket filters (Approx. \$8M increase), concrete placement requiring thermal control and costs for those controls, and freeze-thaw durability of the concrete being placed on site. Current schedule estimates indicate the work is approximately one week behind schedule based on critical path scheduling.

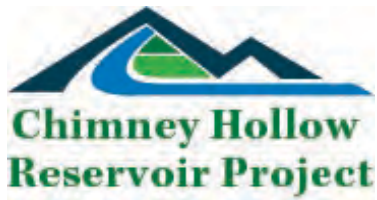
WGFP Mitigation Enhancements

(No change) Northern is hoping to have a feasibility level cost estimate for improvements to include nitrogen removal at the Frasier wastewater plant, a relocated discharge for the Granby wastewater plant, and reducing nutrient rich runoff from the C Lazy U Ranch. We hope to have the cost estimates for these three projects in the first quarter of 2023.

WGFP Enhancement Donor Fund Advisory Committee – no new news

Overall Firming Project Budgeting

Current budgeting indicates the project will need additional financing/funding to provide for construction completion of the firming project and to address required mitigation enhancements. Attached is the most recent Construction Budget Report from Northern for the period ending December 31, 2022. The summary indicates an estimated need for total project funding near \$54M with LTWD's portion of that total approximately \$3M.

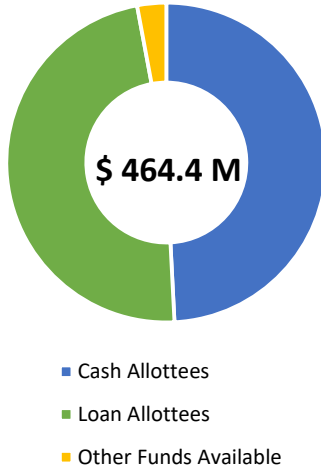


Construction Budget Report

Period ending December 31, 2022

Construction Funds Summary

Funds Available for Construction

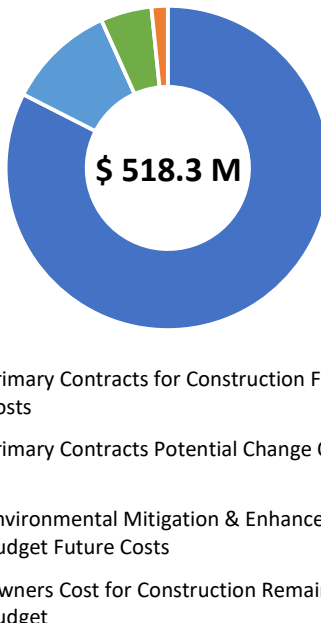


<i>Funds Available for Construction Summary</i>	
Cash Allottees	\$228,442,979
Loan Allottees	\$222,363,924
Other Funds Available	\$13,632,113
Total	\$464,439,016
Per Cash Unit (45,500)	\$5,172
Per Loan Unit (44,500)	\$5,148

Cash Allottees Funds Available for Construction

Portfolio Holdings (1)	\$227,520,274
Remaining Earnings (forecast)	\$922,705
Total	\$228,442,979
Total per Cash Unit (45,500)	\$5,021

Remaining Construction Costs



Loan Allotees Funds Available for Construction

Portfolio Holdings (1)	\$133,109,444
Remaining Earnings (forecast)	\$145,569
CWCB Loan Available	\$89,108,911
Total	\$222,363,924
Total per Loan Unit (44,500)	\$4,997

Other Funds Available for Construction

WGFP Cash on Hand (unrestricted)	\$12,992,113
Larimer Co. Payment (forecast)	\$600,000
NW Fiber Optic (forecast)	\$40,000
Total	\$13,632,113
Total per WGFP Unit (90,000)	\$151

Note (1): Portfolio holdings shown here are based on amortized cost and ignore market value changes in the portfolio. This varies from accounting standards that require Market Value to be recorded on the general ledger.



Construction Budget Report

Period ending December 31, 2022

Projected Cost Summary

Future Cost Total	\$518,337,755
--------------------------	----------------------

Primary Contracts for Construction Future Costs	\$427,622,413
--	----------------------

	Barnard	Stantec	Black & Veatch	Total
Total Contract	\$521,855,682	\$39,841,985	\$31,753,088	\$593,450,755
Spent to date	(\$128,234,096)	(\$25,683,288)	(\$11,910,958)	(\$165,828,343)
Remaining	\$393,621,586	\$14,158,697	\$19,842,130	\$427,622,413

Primary Contracts Potential Change Orders	\$55,900,000
--	---------------------

Barnard Risk Register Estimate Monetary Value (EMV)	\$50,000,000
Black & Veatch, Budgetary Amount for Increased Scope of Work	\$5,400,000
Stantec, Budgetary Amount for unforeseen delays	\$500,000
Total	\$55,900,000

Environmental Mitigation & Enhancement Budget Future Costs	\$26,400,000
---	---------------------

Routine Contracts	\$1,700,000
Fraser WWTP	\$8,000,000
Granby WWTP	\$6,700,000
Other Nutrient Reduction Projects	\$10,000,000
Total	\$26,400,000

Owners Cost for Construction Remaining Budget	\$8,415,342
--	--------------------

Original Projection	\$11,400,000
BOKF Reimbursed Expenses	(\$1,145,705)
Non-Reimbursed Expenses	(\$389,575)
FY22 Labor	(\$1,199,978)
FY23 Labor YTD (Burden Not Applied)	(\$249,400)
Total	\$8,415,342

Funds Available	\$464,439,016
------------------------	----------------------

Projected Completion C&E	\$53,898,739
-------------------------------------	---------------------

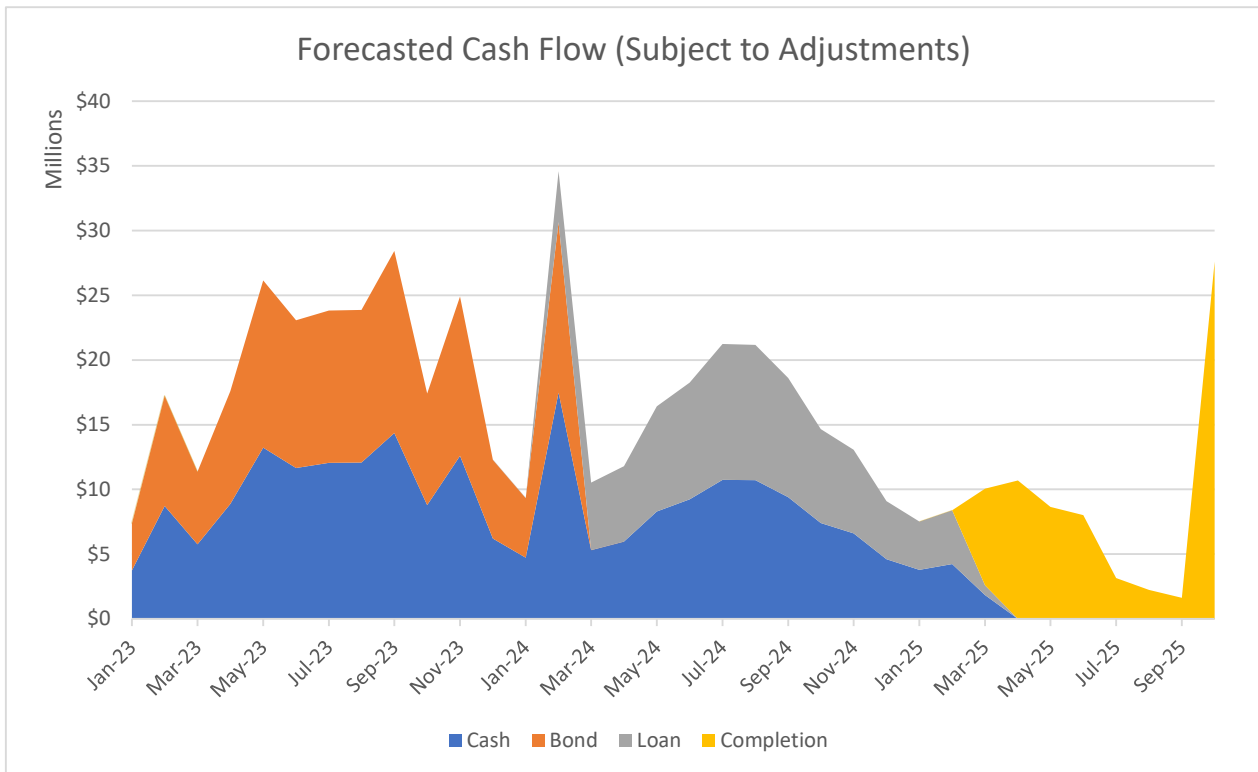


Construction Budget Report

Period ending December 31, 2022

Allocation Summary

FY2023Q1 Budget Allocation Summary					
Allottee	Units	Future Cost	Avail. Funds	Completion C&E	Per Unit
Cash Allottees					
Broomfield	26,464	\$152,414,337	\$136,876,909	\$15,537,429	\$587.12
Loveland	10,000	\$57,593,084	\$51,721,927	\$5,871,157	\$587.12
Longmont	7,500	\$43,194,813	\$38,791,446	\$4,403,367	\$587.12
Fort Lupton	1,190	\$6,853,577	\$6,154,909	\$698,668	\$587.12
CWCWD	346	\$1,992,721	\$1,789,579	\$203,142	\$587.12
	45,500	\$262,048,532	\$235,334,769	\$26,713,762	
Pooled Finance					
PRPA	16,000	\$92,148,934	\$82,374,561	\$9,774,374	\$610.90
Greeley	9,189	\$52,922,285	\$47,308,740	\$5,613,545	\$610.90
Erie	6,000	\$34,555,850	\$30,890,460	\$3,665,390	\$610.90
Little Thompson WD	4,850	\$27,932,646	\$24,969,789	\$2,962,857	\$610.90
Superior	4,726	\$27,218,491	\$24,331,386	\$2,887,106	\$610.90
Louisville	2,835	\$16,327,639	\$14,595,742	\$1,731,897	\$610.90
Lafayette	900	\$5,183,378	\$4,633,569	\$549,809	\$610.90
	44,500	\$256,289,223	\$229,104,247	\$27,184,977	
Totals	90,000	\$518,337,755	\$464,439,016	\$53,898,739	





Construction Budget Report

Period ending December 31, 2022

Budget Tracking Summary

Uses	Budget at Const Start	Current Budget	Estimated C.O.	Projected Budget	Spent thru 12/31/22	Forecasted Remaining
Barnard Construction	\$ 508.5	\$ 521.9	\$ 50.0	\$ 571.9	\$ (128.2)	\$ 443.7
Contingencies	\$ 26.8	\$ 14.8	\$ (14.8)	\$ -		
Black & Veatch Cont. Mgmt.	\$ 28.5	\$ 28.5	\$ 5.4	\$ 33.9	\$ (8.7)	\$ 25.2
Stantec Eng Srv. During Const.	\$ 18.7	\$ 18.7	\$ 0.5	\$ 19.2	\$ (4.5)	\$ 14.7
Env. Mitigation and Enhancements	\$ 17.2	\$ 17.2	\$ 15.7	\$ 33.2	\$ (6.8)	\$ 26.4
Owner's Cost	\$ 11.4	\$ 11.4		\$ 11.4	\$ (3.0)	\$ 8.4
Total	\$ 611.1	\$ 612.5	\$ 56.8	\$ 669.6	\$ (151.2)	\$ 518.4

Sources	Budget at Const Start	Current Budget			Spent thru 12/31/22	Available as of 12/31/22
Cash for Barnard Pre Aug 2021 Srvs.	\$ 4.3	\$ 4.3			\$ (4.3)	\$ -
Cash Proceeds	\$ 299.8	\$ 299.8			\$ (73.4)	\$ 228.4
Bond Proceeds	\$ 204.1	\$ 204.1			\$ (71.8)	\$ 133.3
CWCB Loan Proceeds	\$ 89.1	\$ 89.1				\$ 89.1
Operating Cash (Unrestricted)	\$ 6.8	\$ 13.8			\$ (1.7)	\$ 13.0
FY22 Assessment Reimb.	\$ 5.0	\$ -				
FY22 NW Interconnect	\$ 2.0	\$ -				
Larimer County		\$ 1.4				\$ 0.6
Potential Completion C&E						\$ 54.0
Total	\$ 611.1	\$ 612.5			\$ (151.2)	\$ 518.4

Agenda Item Summary
Little Thompson Water District

Date: March 23, 2023

Item: 6.9 Public Hearing Action Item

Staff: Judy O'Malley, Administrative

Assistant

Subject: LTWD Boulder County Inclusions – Resolution 2023-09
LTWD Larimer County Inclusions – Resolution 2023-10
LTWD Larimer County Exclusions – Resolution 2023-11
LTWD Weld County Exclusions – Resolution 2023-12

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

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

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

RESOLUTION 2023-09

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: Alan C. Oswald & Tamara K. Oswald
Parcel Number: 120508000016
Property Address: 9150 Yellowstone Rd, Longmont, CO 80503
Legal Description: 13.68 ACS NW 1/4 NE 1/4 8-3N-69 PER DEED 1874327 11/24/98 BCR, COUNTY OF BOULDER, STATE OF COLORADO

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

"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on March 23, 2022."

President

Attest: _____
Secretary

[SEAL]



Yellowstone Rd

9150 Yellowstone Rd
Longmont, CO
Parcel: 120508000016

N 95th St

Crystal Ln

Crystal Ln

Memory Ln

N 95th St

LTWD INCLUSION: ALAN & TAMARA OSWALD



0 125 250 500 US Feet

1:8,400

1in = 700ft

78

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IMEG Corp (888.453.4471)
Breckenridge, CO

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

RESOLUTION 2023-10

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: Sloan Dean Hiatt & Natalya Darby Hiatt
Parcel Number: 9402200005
Property Address: 418 42nd St. SW, Loveland, CO 80513
Legal Description: BEG 100 FT W OF NE COR OF NW 2-4-69, W 226 FT, SERLY 284 FT TO PT 107 FT DUE W OF E LN OF NW, TH N 156FT TO BEG (C22N8940W), COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: O’Ryan Jackson & Clifford Glenn Jackson
Parcel Number: 9402106002
Property Address: 4327 S ARTHUR AVE, LOVELAND, CO 80537
Legal Description: LOT 2, HICKS 2ND, COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: Steven P. Schink & Gayle A. Schink
Parcel Number: 8502000002
Property Address: 3077 N. County Rd. 3, Loveland, CO 80538
Legal Description: BEG AT SE COR OF SE 1/4 2-5-68, TH ALG E LN SE 1/4 N 0 5' 32" E 630.77 FT, S 88 1' 3" W 2648.81 FT TO PT ON W LN SE 1/4, TH ALG SD W LN S 0 5' 54" W 630.77 FT TO SW COR OF SE 1/4, TH ALG S LN SE 1/4 S 88 1' 3" E 2648.88, COUNTY OF LARIMER, STATE OF COLORADO

Property Owner: John Sullivan & Channing Sullivan
Parcel Number: 9536218014
Property Address: 562 Bald Eagle Way, Loveland, CO 80537
Legal Description: LOT 14A, AMD LOTS 11-15, AMD EAGLE CREST, COUNTY OF LARIMER, STATE OF COLORADO

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

"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on March 23, 2022."

President

Attest: _____
Secretary

[SEAL]



LTWD INCLUSION: SLOAN & NATALYA HIATT



0 50 100 200 US Feet

1:2,400

1in = 200ft

80

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Breckenridge, CO

42Nd St Sw

Hankins Ln

Page Pl

Hawg Hollow Ln

Willow Circle Dr

S Arthur Ave

4327 S Arthur Ave
Loveland, CO
Parcel: 9402106002

LTWD INCLUSION: O'RYAN & CLIFFORD JACKSON



0 50 100 200 US Feet

1:2,400

1in = 200ft

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IMEG Corp(888.453.4471)
Breckenridge, CO



**3077 N CR 3
Loveland, CO
Parcel: 8502000002**

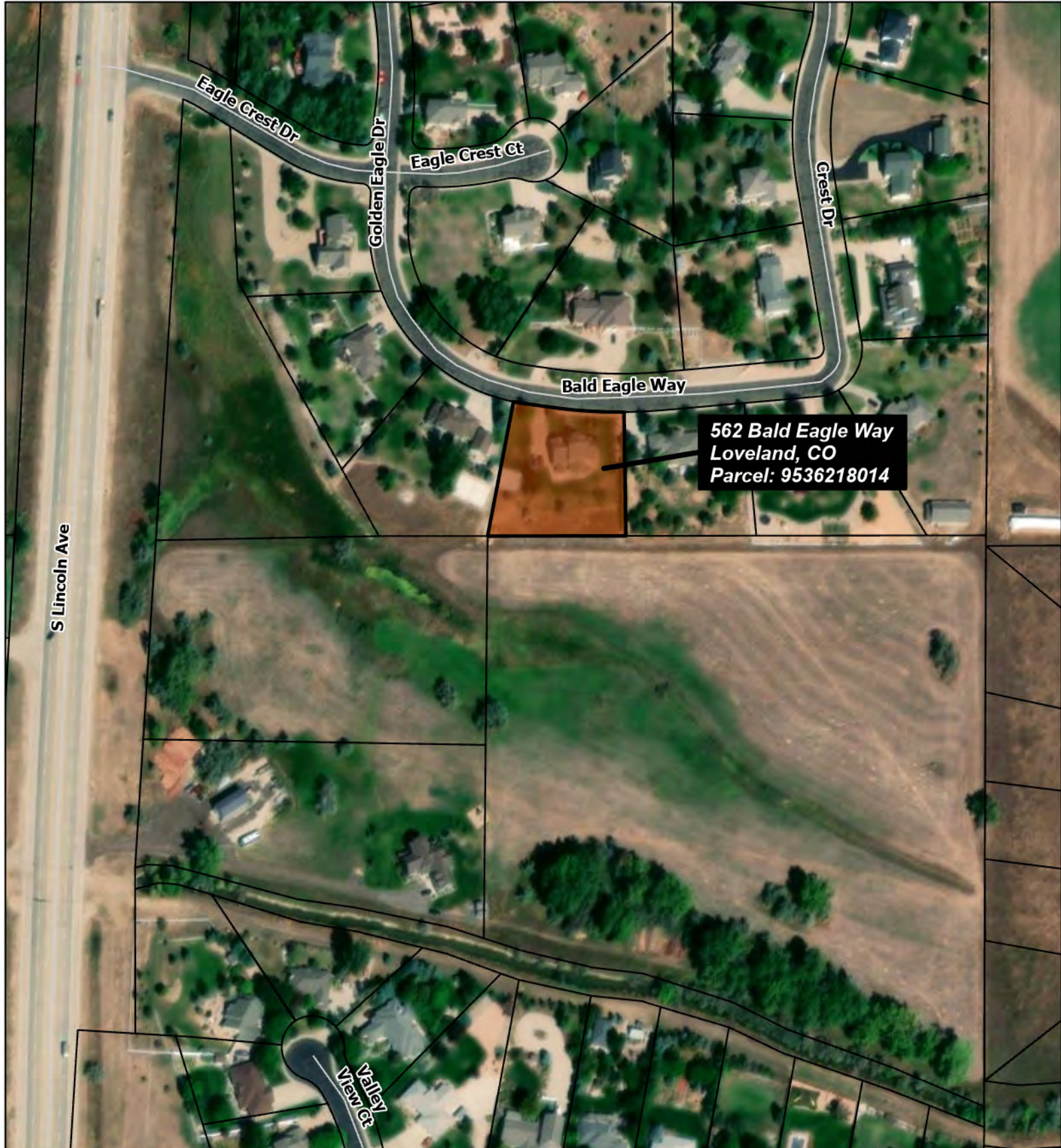
N County Road 3

LTWD INCLUSION: STEVEN & GAYLE SCHINK



0 125 250 500 US Feet

1:8,400
1in = 700ft



**562 Bald Eagle Way
Loveland, CO
Parcel: 9536218014**

LTWD INCLUSION: JOHN & CHANNING SULLILVAN



0 50 100 200 US Feet
1:2,400
1in = 200ft

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Breckenridge, CO

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

RESOLUTION 2023-11

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(s): R&M Holdings LLC a Colorado limited liability
Parcel Number: 8514419001
Property Address: 4148 Watercress Dr., Johnstown, CO 80534
Legal Description: LOT 1, BLOCK 1, THOMPSON CROSSING II FILING NO 3, JSTN (20160029677), COUNTY OF LARIMER, STATE OF COLORADO

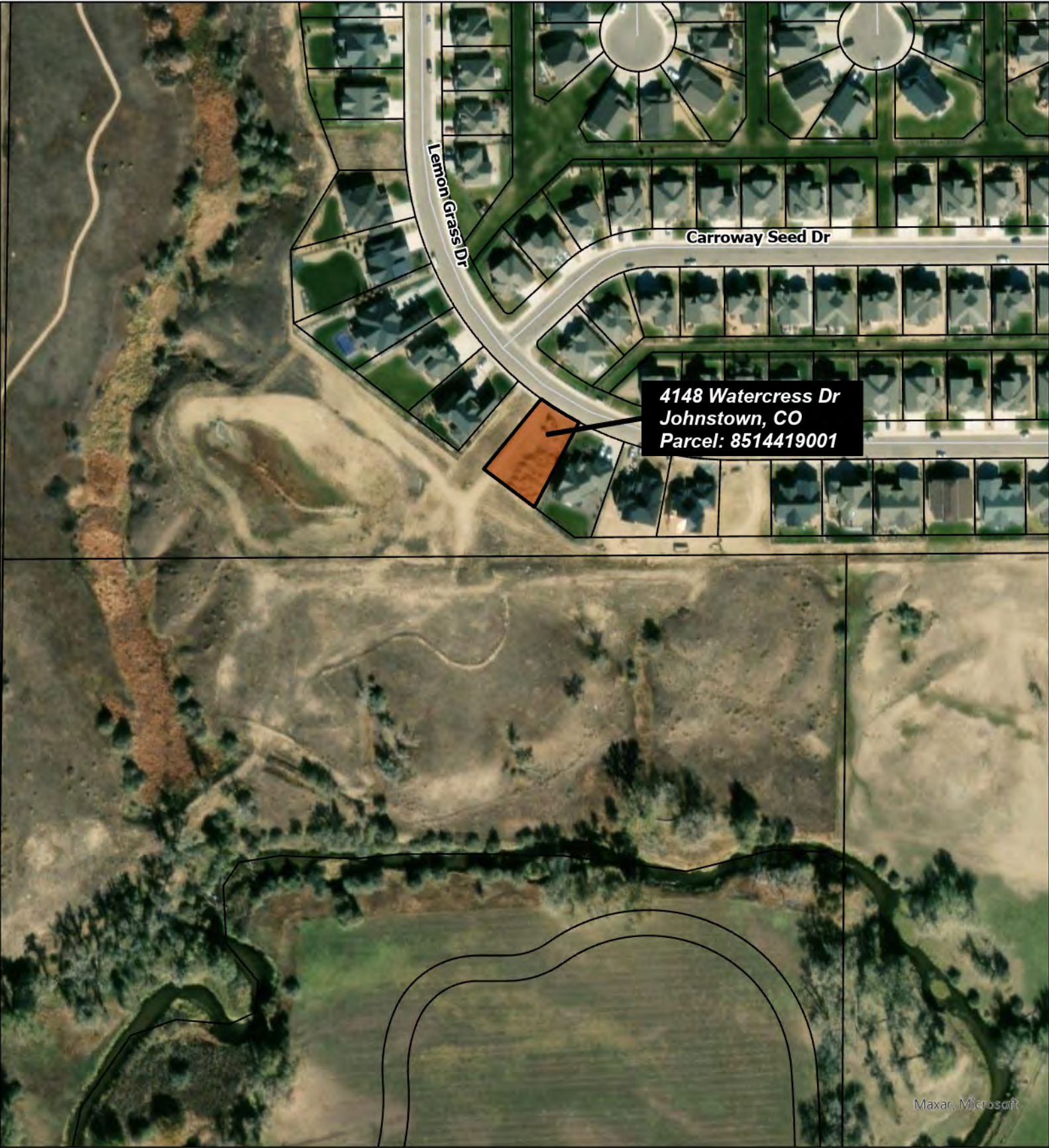
for the exclusion of their properties from said District. It is resolved that the President and Secretary of the District do any and all things necessary to exclude such properties from the District."

"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 March 23, 2022."

President

Attest: _____
Secretary

[SEAL]



LTWD EXCLUSION: R&M HOLDINGS LLC

Maxar, Microsoft



0 50 100 200 US Feet

1:2,400

1in = 200ft

85

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

RESOLUTION 2023-12

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: Forestar (USA) Real Estate Group Inc.
Parcel Number: All Parcels in Revere at Johnstown Fg No 1, Johnstown, CO
Property Address: All Addresses in Revere at Johnstown Fg No 1, Johnstown, CO
Legal Description: ALL OF THE LOTS, BLOCKS & OUTLOTS AS PER RECORDED PLAT & DEDICATION OF THE REVERE AT JOHNSTOWN FG NO 1 SUBDIVISION, RECORDED AT RECEPTION NUMBER 4738028 ON JULY 22, 2021, IN THE WELD COUNTY CLERK AND RECORDER'S OFFICE, COUNTY OF WELD, STATE OF COLORADO

Property Owner: Forestar (USA) Real Estate Group Inc.
Parcel Number: 106102200011
Property Address: N/A
Legal Description: W2NW4 2-4-68 EXC PT LYING WITHIN COMM N4 SEC COR TH S06D25E 30.118 TPOB TH S06D25E 2285.39 S88D56W 129.91 S88D59W 1262.03 S88D57W 139.8 N06D12W 553.37 TH ELY 356.76 ALG TAN CRV (R=800) TH N70D39W 40 N19D20E 0.91 TH CNCV SWLY 23.56 ALG TAN CRV (R=15) TH N19D20E 80 TH 23.56 ALG CRV L (RAD PT=N19D20E R=15) TH N19D20E 164.12 TH CNCV WLY 338.83 ALG TAN CRV (R=760) TH N06D12W 738.28 TH CNCV SWLY 36.63 ALG TAN CRV (R=25) TH S89D50W 13.99 N04D42W 30.1 N89D50E 1324.79 TPOB ALSO EXC COMM SE COR W2NW4 S88D57W 139.80 TO POB S88D57W 148.19 N06D12W 147.58 N88D57E 148.19 S06D12E 147.58 TO POB, COUNTY OF WELD, STATE OF COLORADO

Property Owner: Ursa Major Technologies, Inc.
Parcel Number: 106127202001
Property Address: 19750 County Rd. 7, Berthoud, CO 80513
Legal Description: Lot 1 Berthoud Technological Center Fg #1, COUNTY OF WELD, STATE OF COLORADO

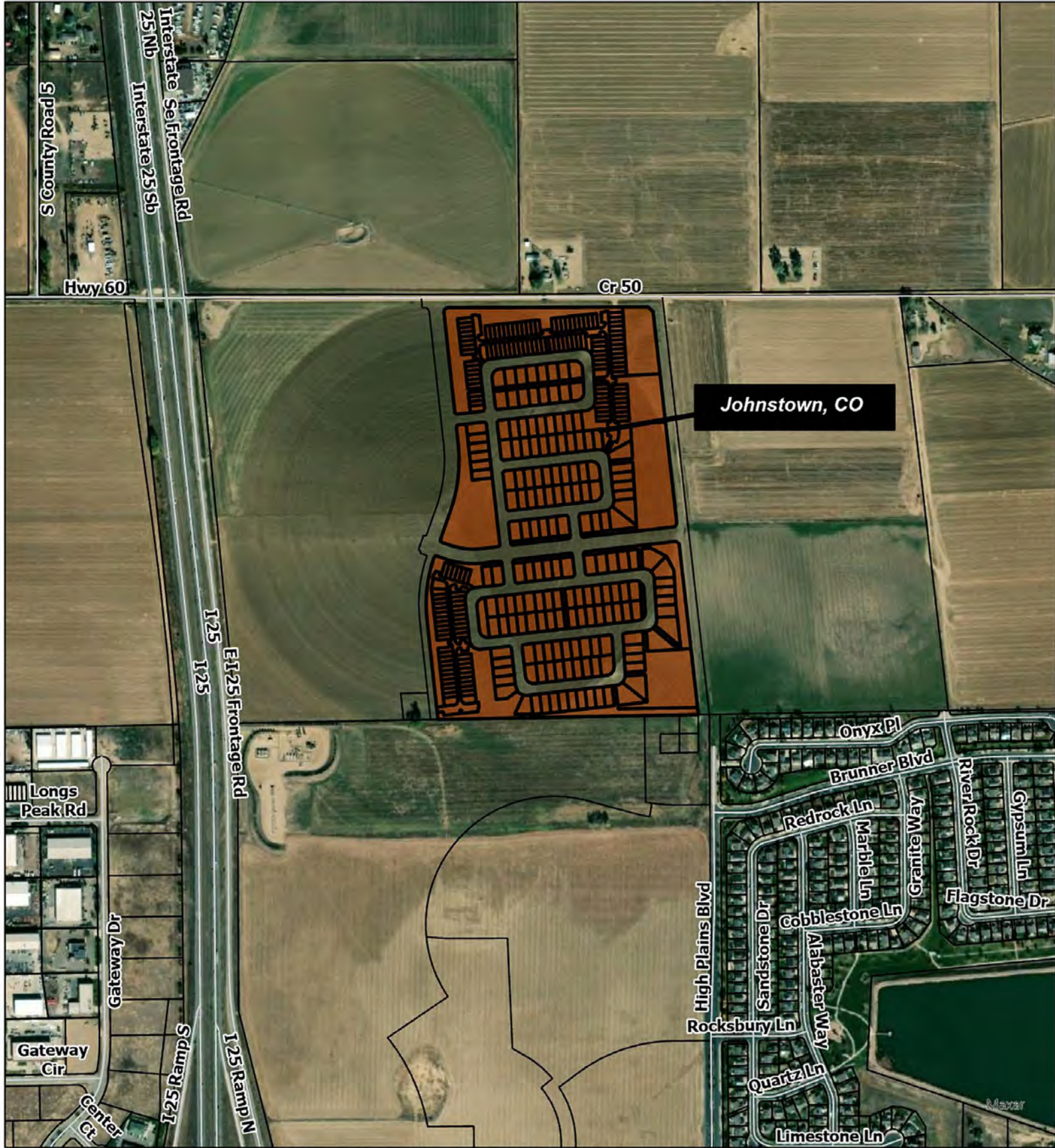
for the exclusion of their properties from said District. It is resolved that the President and Secretary of the District do any and all things necessary to exclude such properties from the District."

"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 March 23, 2022."

President

Attest: _____
Secretary

[SEAL]



LTWD EXCLUSION: FORESTAR (USA) REAL ESTATE GROUP



0 125 250 500 US Feet

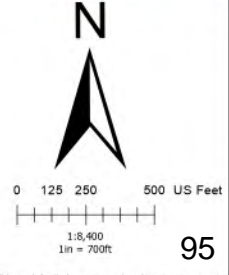
1:8,400
1 in = 700'

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P.E.G. Corp. (888 433 4471)
Boulder, CO

Parcel	Developer	Subdivision	Address	City	County
106102208035	Forestar (USA)Real Estate Group	Revere at Johnstown		Johnstown	Weld
106102212056	Forestar (USA)Real Estate Group	Revere at Johnstown		Johnstown	Weld
106102211106	Forestar (USA)Real Estate Group	Revere at Johnstown		Johnstown	Weld
106102211107	Forestar (USA)Real Estate Group	Revere at Johnstown		Johnstown	Weld



LTWD EXCLUSION: FORESTAR (USA) REAL ESTATE GROUP



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19750 CR 7
Berthoud, CO
Parcel: 106127202001

Maxar, Microsoft

LTWD EXCLUSION: URSA MAJOR TECH



0 125 250 500 US Feet



1:8,400

1in = 700ft

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MEG Corp(888.453.4471)
Breckenridge, CO

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 7.1

Staff: Amber Kauffman, District Manager

Subject: District Manager's Report.

Regional Water Strat-Op Update

Amanda and I attended the Regional Water Strat-Op meeting Wednesday, March 8 as the group continues the discussion of partnership and opportunities along the northern Front Range. The group tackled topics such as dues/fees for participation to help pay for facilitators, the name for the group, if the group needed a chair or not, the mission and goals of the group, the frequency of meetings, and potential members that have not been invited to date. Last year we contributed \$1,500 to the organization and expect to spend approximately the same (and was budgeted as such) in 2023. The proposed name of the group at this time is Northern Colorado Water Alliance and the group would like to continue meetings every other month with opportunities for socialization twice a year to help build trust. Important points for a mission statement include education, collaboration, resilient communities and resilient water systems. Goals of the group centered around the following four items:

- Communication with elected officials and/or legislators.
- Water system gaps and opportunities.
- The member area being an important player in water issues in the state.
- Shared interest communication points to the public (consistent messaging).

Staffing

We have officially offered the position of Global Information Systems (GIS) Specialist to a candidate and he has accepted. Pending background check and drug testing we anticipate him starting April 4. We are still advertising for Engineering Business Support Level II; however, we have had only one applicant and are now considering replacing that position with an engineer. This change is partially due to the impacts anticipated with the recently funded expansion of Interstate-25 (I-25) between Highway (Hwy) 66 and Hwy 56, the West I-25 Transmission line requiring more oversight, and other capital projects.

Emergency Response Tabletop Exercise

March 2 LTWD closed the office and all employees attended an emergency response meeting held at the Berthoud Recreation Center from 7:30 till 11. We had Larimer County Sheriff's Office provide deputy Zack Anderson for the first portion of our exercise to review a situation we had in the field and office and recommend how to respond. He also was able to review our office layout and make some minor suggestions. He also talked about what physical responses to watch for when people engage in conflict. After Deputy Anderson was done, I set up a tabletop exercise for a contamination in the system that required notification and a boil order. The exercise was structured to engage every department in conversation amongst themselves to know what is important to each department.

Dry Creek Reservoir Management Study

Rick and I met virtually with Stantec on February 7 to review the information they had compiled and progress they had made. The general summary of the meeting was that the water in the reservoir was adding hardness and sulfate faster than evaporation would account for and the thought was that the soils and or spring were contributing to the water quality issues. Additionally, issues with algae can be difficult to resolve without

knowing the type of algae and the chemistry happening in the reservoir that allows blooms of algae. The request was made to provide potential solutions to the water quality issues with their pros and cons to specifically address copper sulfate. A draft report was provided on March 3 for review by Rick, Stan, and I.

Agreements

We received feedback from Aurora Organic Dairy (AOD) on the proposed water dedication and waterline agreements. We have revised the agreements and sent them back for their comments (as of March 10).

The District approved the IGA with Johnstown, Town of Berthoud (Berthoud), and City of Loveland (Loveland) last month that addressed joint efforts in meeting return flows for the Big Thompson and Little Thompson Rivers. This IGA was also approved by our counterparts and sent to the State in request of a meeting to discuss our plans. The meeting is tentatively planned for March 29 at 9:00. This is a great example of joint efforts to meet requirements of our water rights portfolios in a manner that is rarely sought and in a manner consistent with the Colorado Water Plan.

Other

Hopefully, you have registered for the Spring Water Users meeting on April 10, 2023, at the Embassy Suites in Loveland. I will be unable to attend but hope you are able to!

Nancy, Amanda, Garrett, and I met with Jim Hall of Northern and Matt Lindburg of Brown and Caldwell on March 14. Jim and Matt were coming to provide a summary of a project called the South Platte Regional Opportunities Water Group (SPROWG) and to see if the District would be interested in participating. The current participants are primarily located in the Denver and south Metro area. The project is very conceptual at this point but the District decided to stay informed on the project to evaluate participation at some point in the future. No commitment anytime soon.

Nancy, Amanda, Garrett, Brad, and I have met to have “popcorn” sessions (brainstorming sessions) to discuss what other water sources could be utilized in the District’s system in the long term. Two separate sessions were had to discuss waters along the Big and Little Thompson Rivers, the St. Vrain River and a little bit of the South Platte River. This process is preempted by our strategic goal of identifying waters for dedication in the future.

I had lunch with Helen Migchelbrink, the town manager for Town of Mead (Mead), on March 8 to discuss relevant topics for the two parties. We decided to schedule a lunch for the District to host to improve communication and relationships with Mead’s staff. There has been minor miscommunication and misunderstanding on both sides. Projects and development were also discussed to help talk about the heavy level of workload, the shift in business practices at the District, opportunities for the two to make things more efficient, and for opportunities to achieve water conservation in appropriate locations like tree lawns and medians.

Quarterly Goals Update is Attached

Raw Water Supply Planning

- Handy Ditch shares into water court - *anticipating in the second quarter*
- Easement acquisition for delivery of native water to Dry Creek - *engaging consultants to assist*
- Either a trade agreement or lease of second use water in the St. Vrain River - *waiting on river commissioner to approve accounting to lease water*
- Dry Creek Reservoir Management Plan and feasibility for floating solar - *Draft management plan produced, feasibility study RFP in development*
- Non-residential tap research for water allotment assignment - *proposed in third and fourth quarter*

Treatment and Transmission

- Master Plan progress with accurate calibration using updated fire hydrant data - *re-engaging to push progress forward*
- Determination of necessary long term treatment capacity and priority locations - *will follow master plan update*
- Two transmission lines under construction - *Contractor interviews March 30 for one.*

Relationships with Others

- A successful Joint Board meeting with CWCWD - *Likely need Board assistance*
- Resume and maintain regular Manager Meetings with Rick and Stan - *started to resume bi-monthly to quarterly meetings.*
- Update the IGA with Johnstown - *On-going, will finish in the second quarter.*
- Update the IGA with Longs Peak and Mead after transition of ownership in Mead Crossing

Business Management

- 3rd Party HR services - *Employer's Council advised against it. DONE.*
- Low income assistance evaluation - *Have reviewed some alternatives and looking at detail*
- Adjust rates after recommendations of rate study are presented - *Monthly rates not adjusting this year, PIF public hearing in April.*
- Implement reverse notification system - *Signed a contract with a vendor to get started*
- Update Employee Handbook - *will take all year, but tackled the first section*
- Email bills - *working with WildRock to accomplish emailing customers*
- Rewrite Sections 8 (Main Line Extensions) and 9 (Easements) of District Rules and Regulations - *We are researching what others do for a replacement of Main Line Extensions*
- Research census data to "know our customers" - *DONE*
- Develop metrics to improve on processes - *on-going, Kammy is assisting*
- Complete staffing analysis and plan for next 10 years - *Managers started the analysis*

Operations and Technology

- Complete GPS of cross-country lines - *progress during spring-fall season when snow is gone*
- Develop telemetry upgrade plan and begin implementation - *reviewing recommendations for implementation*
- Create database for Lead Service Line Inventory - *GIS work has begun for implementation*
- Update Lead and Copper sample site list - *Third quarter project*
- All operations staff (Not currently a Distribution 4) level up one Distribution level (BIG GOAL) - *Employees are registering for classes to level up*
- Complete first cycle of valve exercising - *80% complete*

Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 7.2 Business Manager's Report

Staff: Angela Diekhoff-Business Manager

Subject: March Board Meeting, Business Manager Report.

Staff Recommendation: For Information.

Discussion:

Office Update:

Front office has been under construction and should be mostly finished by the end of the week of 3/20/2023.

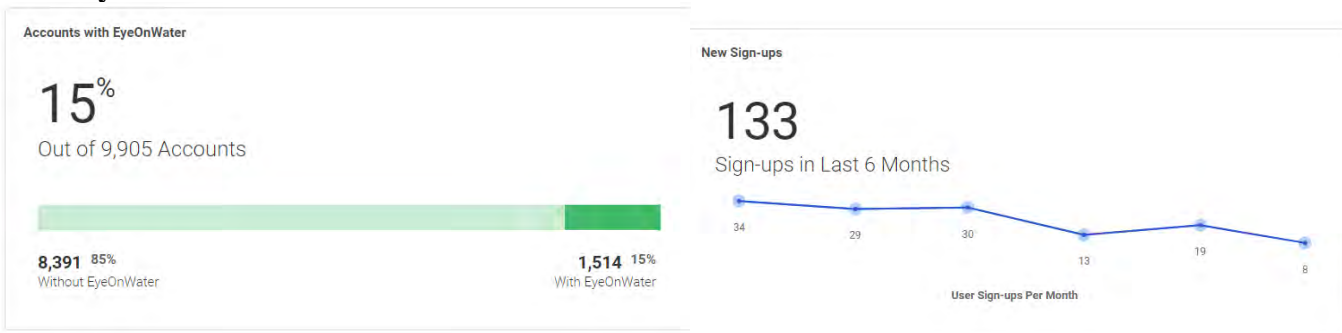
The new marketing team has really done a great job getting more awareness on Facebook; they were very professional and on top of some of the negativity we received regarding the taste, smell, and color of the water while we were utilizing Dry Creek Reservoir. They have also started working with Judy on what we can do to make the website more user friendly. They will attend the April board meeting with some updates to share but would like some feedback beforehand to know if any of the Directors have any questions or requests for information.

We are working with a company called RAVE to start implementing a reverse notification system which will allow the District to text, call, or email our customers with important notices such as outages.

Customer Appreciation:

2-14-2023-Loren called and wanted to send out some major kudos and gratitude. He said that Troy stopped by and checked the meter and was incredibly helpful and outgoing. He appreciated the time and effort and said multiple times what a great guy Troy is!

Eye on Water:



Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

Item: 7.3 District Engineer Report

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

Subject: March Board Meeting, Engineering Report.

Staff Recommendation: For Information.

Discussion:

COMMITMENT TO SERVE REQUESTS: 8 new tap requests for February, bringing the 2023 total to 9. (2022 TOTAL: 5011).

2023 CAPITAL PROJECTS *FUNDED BY BOND PROCEEDS	PROJECT STATUS	BUDGETS TOTAL / 2022 / SPENT TO DATE
*NORTHEAST TRANSMISSION LINE (#70-137-00000)	CR Land Services has started presenting easement offers to property owners.	\$5,400,000/\$1,300,000/\$302,861
*TWIN MOUNDS 5MG TANK REHAB (#70-138-00000)	Sandblasting and priming of exterior roof in progress as weather allows.	\$1,650,000/\$825,000/\$2,038,943
*LOVELAND / CAMPION CONVERSION PROJECT #1 (#70-139-00000)	Final design drawings are complete and in review by LTWD staff. Project is expected to bid early April with construction start mid-summer of 2023.	\$1,520,000/\$1,520,000/\$183,654
COUNTY ROAD IMPROVEMENTS (#70-100-00000)	Ongoing budget item driven by County Road improvement projects.	\$200,000 / \$200,000 / \$0
SCADA IMPROVEMENTS (#70-103-00000)	A system wide inventory and needs assessment has been completed by Hebert Instrumentation. Equipment replacement priorities are under review by staff.	\$200,000 / \$200,000 / \$0
SMALL LINE IMPROVEMENTS (#70-121-00000)	Ongoing budget item to replace various small waterlines.	\$75,000 / \$75,000 / \$8,470
54 BRIDGE WATERLINE RELOCATION (#70-142-00000) (PASS THROUGH #1128)	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. Final design is in progress.	\$732,000 / \$732,000 / \$12,320
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
WATER SYSTEM MASTER PLAN UPDATE (#53-400-00000)	The project has been delayed due to staff workload but will be restarting in the next two weeks with the goal of completion in 2023.	\$150,000 / \$75,000 / \$2,154
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

2023 Capital Projects Continued		
3RD & WELKER – MEAD (#70-147-00000)	Design in progress. Construction start expected fall of 2023.	\$1,320,000/\$1,320,000/\$69,151
LCR 8 & 21 WATERLINE MODS. (#70-148-00000)	Design in progress. Construction start expected spring of 2023.	\$300,000/\$300,000/\$12,575
BUCKHORN TANK MIXING SYSTEM STUDY (#70-146-00000)	Develop project scope and solicit proposals summer of 2023.	\$40,000/\$40,000/\$0
TWIN MOUNDS PASSIVE MIXING SYSTEM (#70-145-00000)	Develop design and solicit bids fall of 2023. Construction winter of 2023.	\$227,000/\$227,000/\$0
BOTTERILL/LTWD SYSTEM MODS. (#70-149-00000)	Design and bids complete, waiting for railroad permit.	\$100,000/\$100,000/\$5,000

New Development Projects: No New Development Projects for February

Active Development Name	Lots / type of development	Status
St. Acacius (aka Lakeside Canyon)	222 Residential	Phase 1B final acceptance issued. Phase 2 beginning construction.
The Highlands	225 Residential	Filing 2 is substantially complete and final acceptance is pending.
Range View Estates	75 Residential	Final acceptance is pending. Non-potable irrigation system under construction.
Barefoot Lakes Filing 4 Replat	28 Residential	Final acceptance complete.
Barefoot Lakes Filing 6	193 Residential	Starting construction.
Home Depot Distribution Center	Industrial/Commercial – Phase 1 of Postle Properties noted above	Initial acceptance complete. Final acceptance pending.
Horizon Hills Offsite	Offsite 16" waterline	Substantially complete with final acceptance pending.
Horizon Hills	269 Residential (modular)	Under construction.
Red Barn	457 Residential	Developer is proposing alternative phasing. Initial acceptance is pending.
Postle Properties	7 Industrial/Commercial (301 acres)	Phase 1 under construction.
Gopher Gulch RV Park	145 RV spaces	Under construction.
Elevation 25 (Formerly Mann Farms)	7 Commercial	Under construction
Root Shoot Malting – Facility Expansion	Commercial	Under construction
Barefoot Offsite Ronald Reagan Phase 3	Offsite for Residential	Under construction.
Hawks Ridge Subdivision	120 Residential plus commercial	Design approved. No recent activity
Mead Place	313 Residential, Multifamily & Commercial	Design approved. No recent activity
Waterfront	1,800 Residential plus Commercial	In final design.
Raterink Lot 2	1 Commercial	No current activity.
Grand Meadow (aka Douthit)	400 Residential	In design.
Meadow Ridge	958 SFE - Residential & Commercial	In design. Non-potable system water supply plan, initial review complete.
Mead Village	96 Residential	Project from 2016 becoming active.
Turion - Revised	3,660 Residential plus commercial - total buildout.	1060 taps to be served by LTWD via Berthoud master meter, 2600 lots (aka Turion south) annexed into Mead served by LTWD direct and beginning entitlement process with Mead.
Schulz Property	Single Industrial Lot	Beginning entitlement process with Mead. Commitment letter issued.
Welker Farms	Originally 150 lot residential	Replat to Multi-Family being proposed to the Town of Mead.

Active Development Name	Lots / type of development	Status
Westridge PUD	1,000 Residential, Multifamily & Commercial	Beginning entitlement process. No current activity.
GCI Flex (Mead)	4 Lot Industrial	Beginning entitlement process. No current activity.
Buffalo Highlands	1269 Lot Residential Plus Commercial	Commitment letter issued. Beginning entitlement process with Mead.

OTHER ENGINEERING & GIS ACTIVITIES

1. We have hired a new GIS Specialist, Zach Hecker, who will be starting April 3.
2. Development construction and inspections have again become very active. Capital project inspections will begin soon.
3. Development review and referrals continue to remain very active.
4. West I-25 Transmission Line CMaR interviews with two shortlisted contractors is scheduled for March 30. CMaR award expected by early April. Recent easement negotiations have been highly successful with 95% of the easement acquisitions complete. Final negotiations are in progress for the remaining properties. LTWD staff completed an updated capacity analysis and determined line size must be increased from 24-inch to 30-inch.
5. LCR 8 & 21 intersection infrastructure modifications design substantially complete. Project will bid in late March.
6. 3rd & Welker Waterline Replacement design continues.
7. CDOT recently announced the start of segment 5 of the I-25 improvements from Hwy 66 to Hwy 56 which is several years ahead of the originally proposed schedule. LTWD staff will be heavily engaged due to the infrastructure impacted along this new segment. Otherwise, involvement in various CDOT activities near LTWD infrastructure along I-25 north of Hwy 56 continues.

TWIN MOUNDS 5MG TANK REHABILITATION PROGRESS UPDATE

The exterior roof sandblasting and priming continues as temperatures allow. Interior floor patching is complete and floor preparation will resume during periods of cold weather when exterior work is not possible. Other miscellaneous welding projects including new sample station, tank inlet and outlet are also complete. Interior epoxy coating will resume when average ambient temperatures rise to a point where minimal supplemental heat is needed to maintain 50 degrees F or higher for one week, allowing the epoxy to reach full cure.

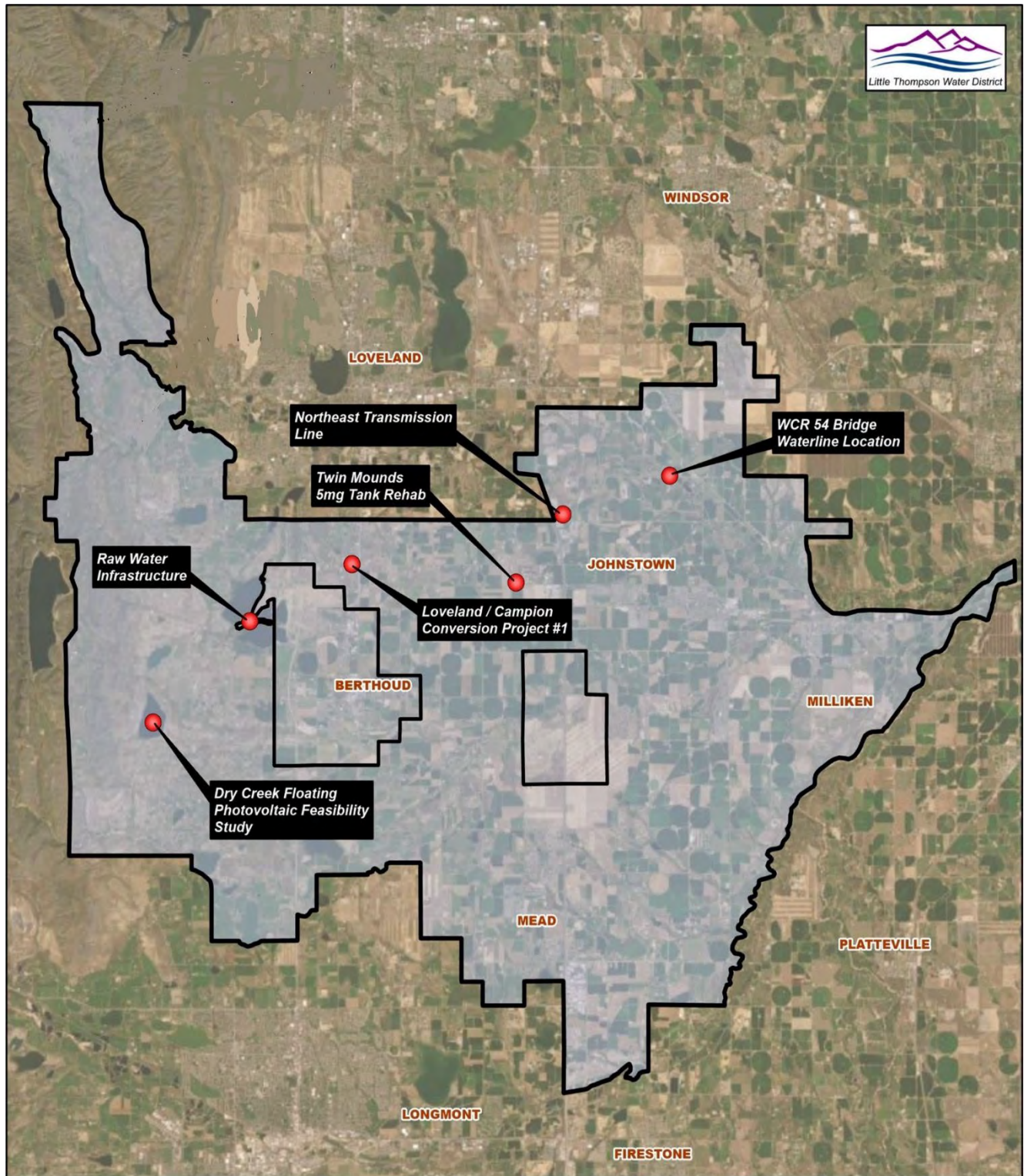


Roof sandblasting with robotic blaster followed by zinc priming in preparation for exterior top coat.



New side mounted lockable sample station. This new feature will substantially reduce operator time for water quality sampling.

2023 LTWD Capital Improvement Project Locations



Additional District Wide CIPs:

1. Water System Master Plan Update
2. Small Line Improvements
3. County Road Improvements
4. SCADA / Telemetry Improvements

Agenda Item Summary

Little Thompson Water District

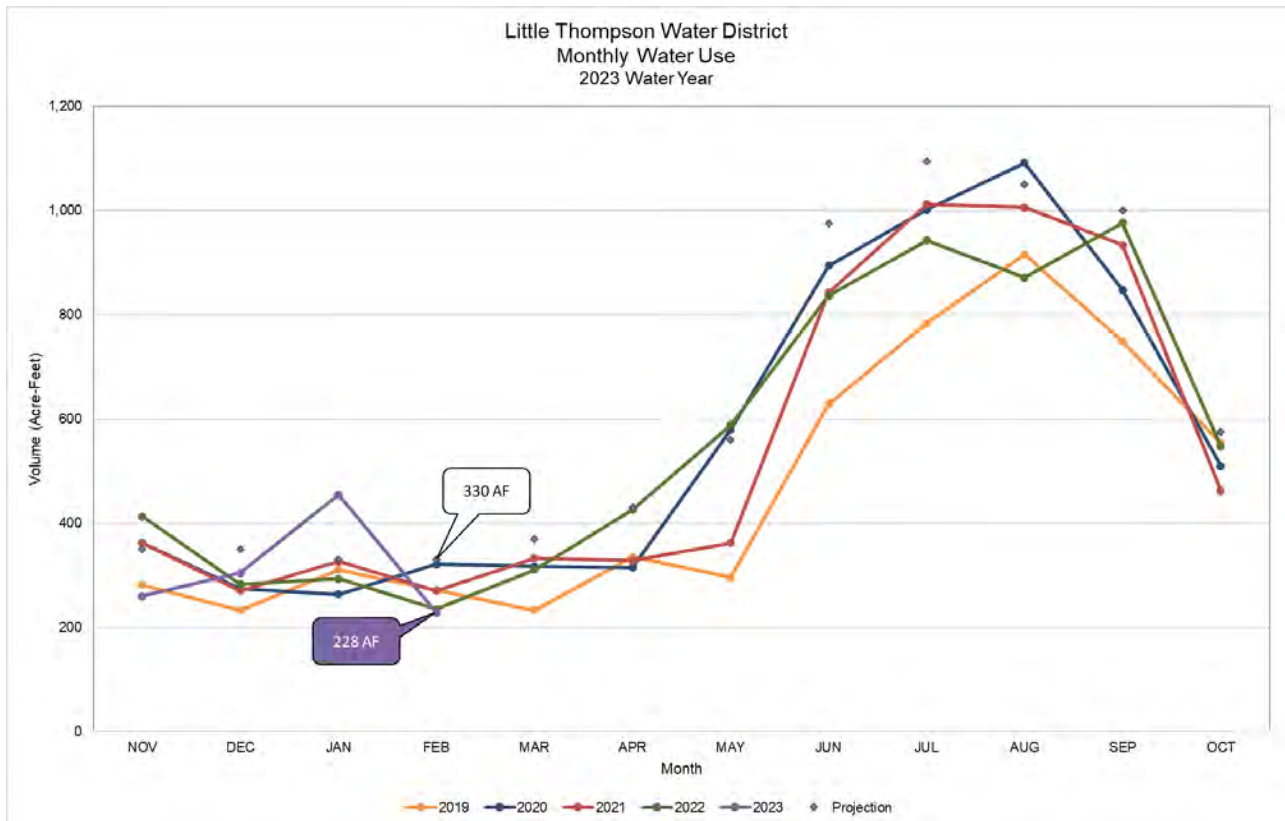
Date: March 23, 2022

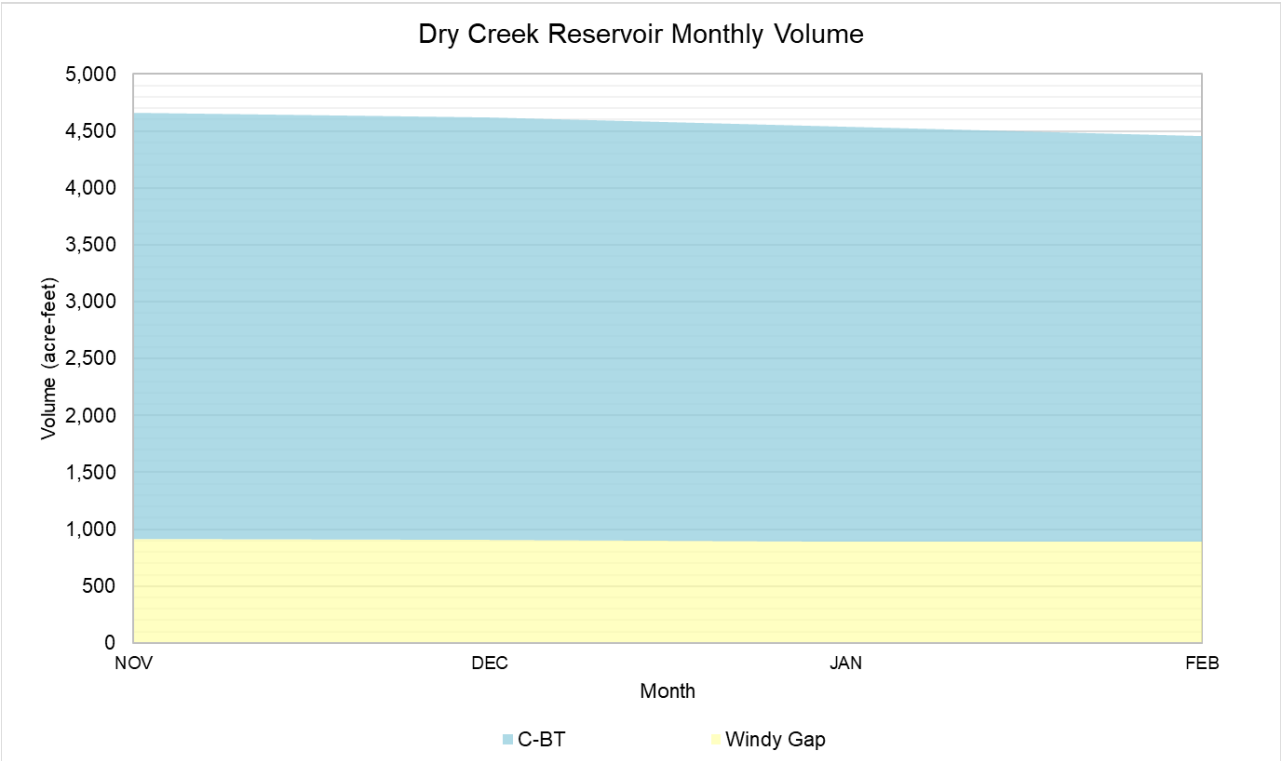
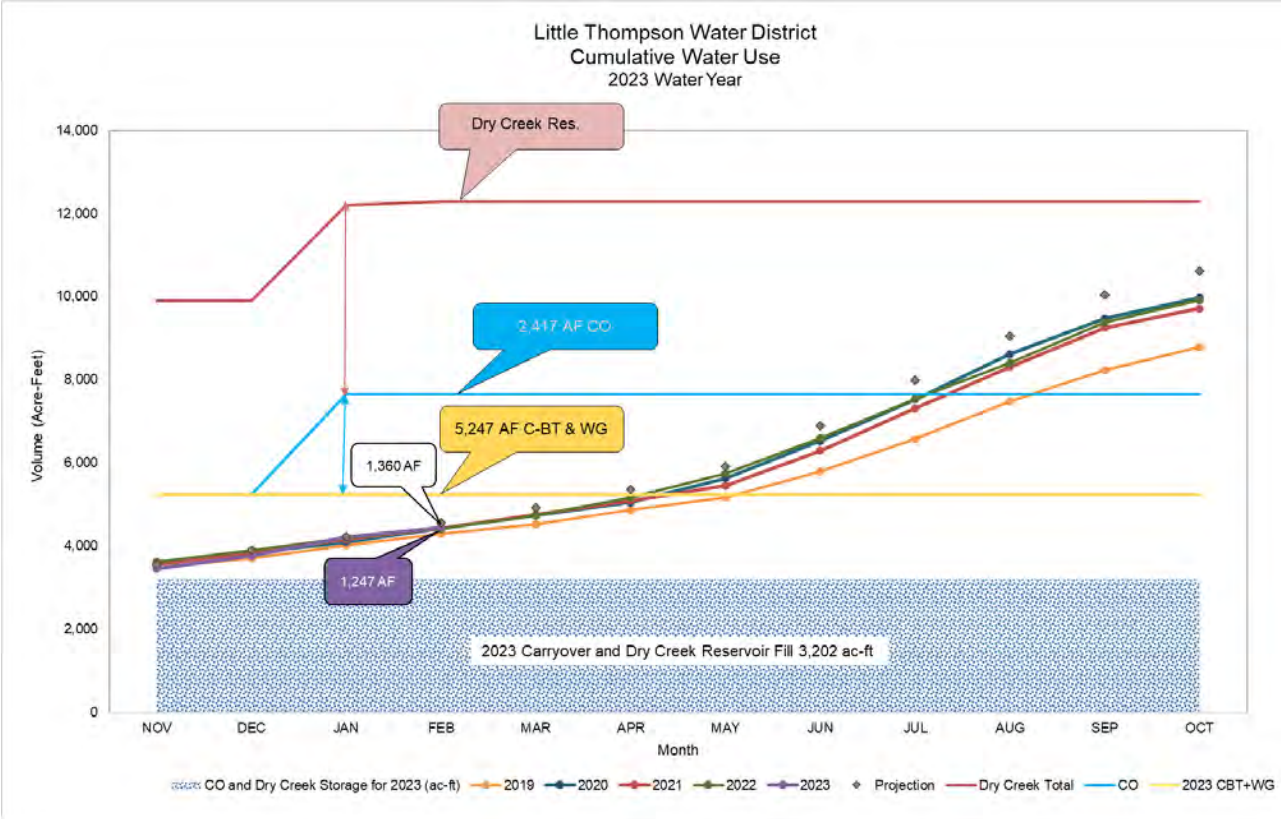
Item: 7.4 Water Resources Managers Report

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

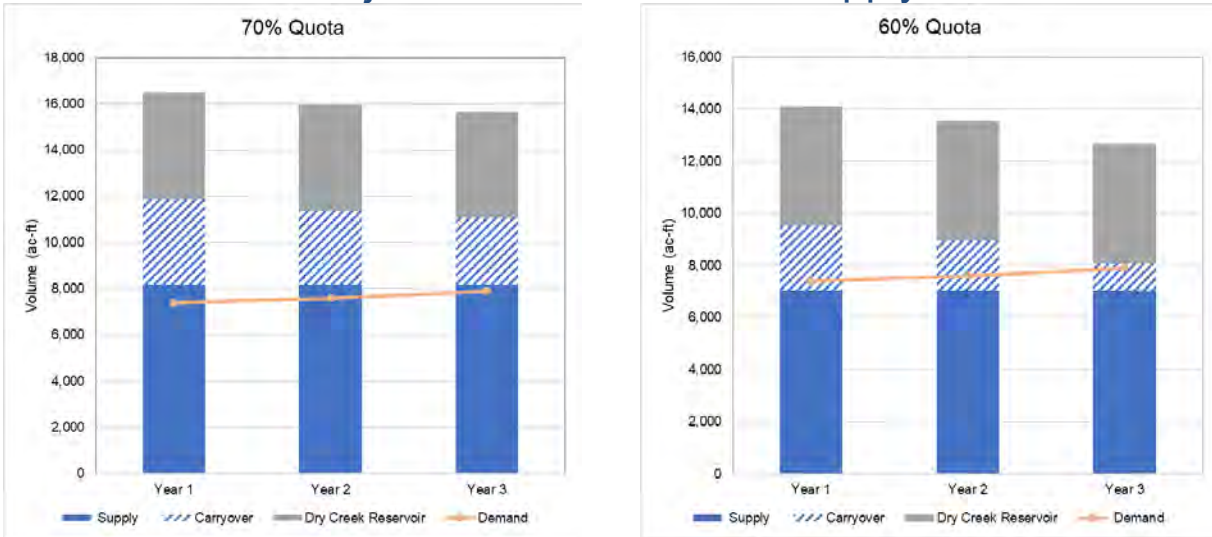
Subject: February Water Use

Staff Recommendation: Information Only

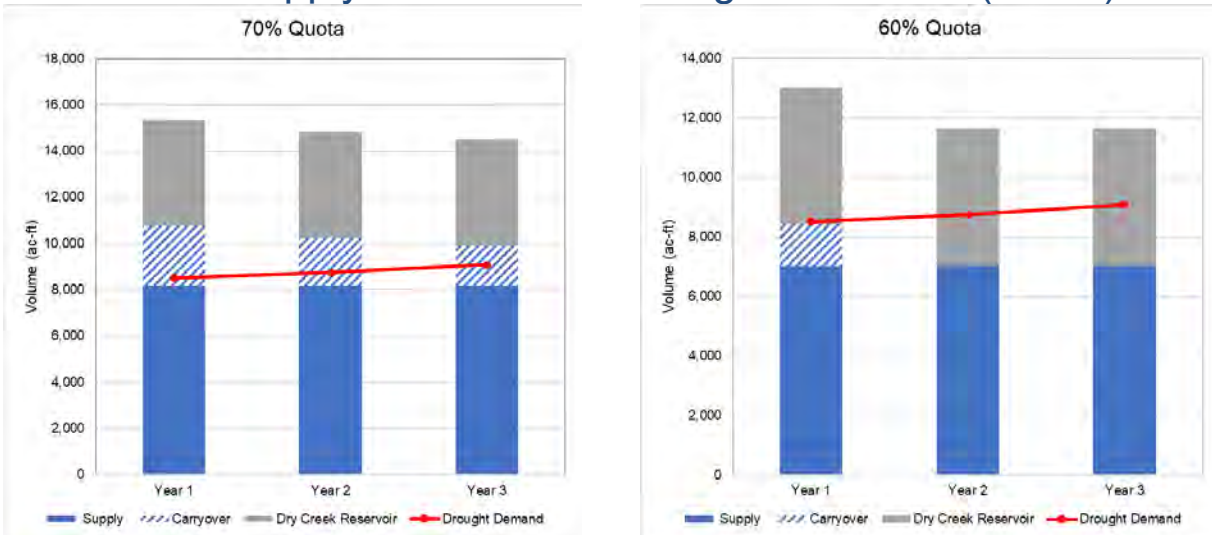




2023 Projected Demand Water Supply Outlook



Water Supply Outlook with Drought Demands (+15%)



- 60% Quota with a Drought Demand will require ~300 acre-feet of water that will HAVE to be drawn from Dry Creek Reservoir in Year 2.
- LTWD staff recommended a 70% quota to Northern Water Staff.
- LTWD staff recommends for the April Board Packet that Resolution 2020-11. Outdoor Watering Schedule become mandatory instead of voluntary.

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

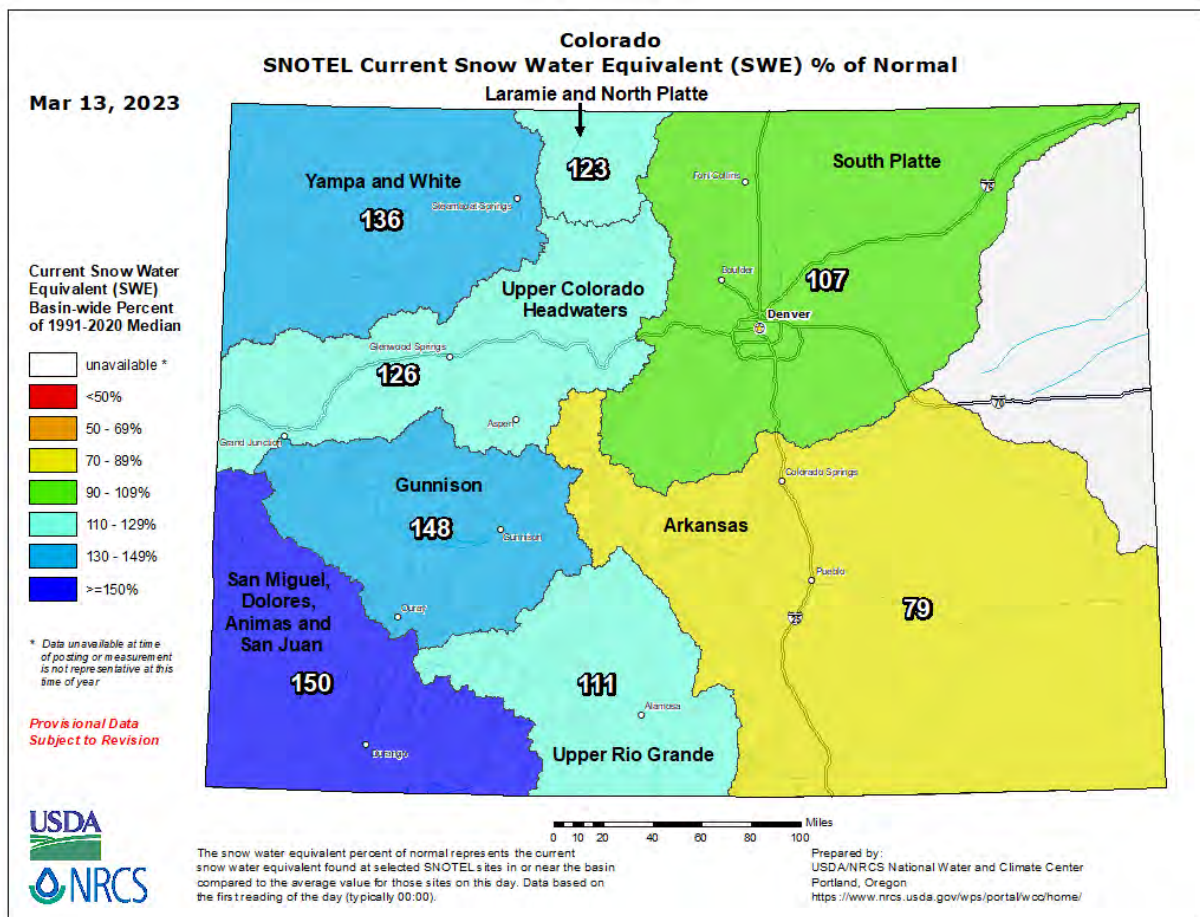
RESOLUTION 2020 11

A RESOLUTION ADOPTING PROHIBITION OF THE WASTING OF WATER AND A VOLUNTARY OUTSIDE WATERING SCHEDULE.

Water Court Progress

Consolidated Home Supply	Handy
March 2023 Discussions with Objectors, State	January 12, 2023 Handy Signs Milestone Agreement
March 29, 2023 Follow-up Status Conference	February 2023 Operations Agreement Finalized by LTWD
March 31, 2023 Referee Docket Expiration	

Snowpack



Agenda Item Summary

Little Thompson Water District

Date: March 23, 2023

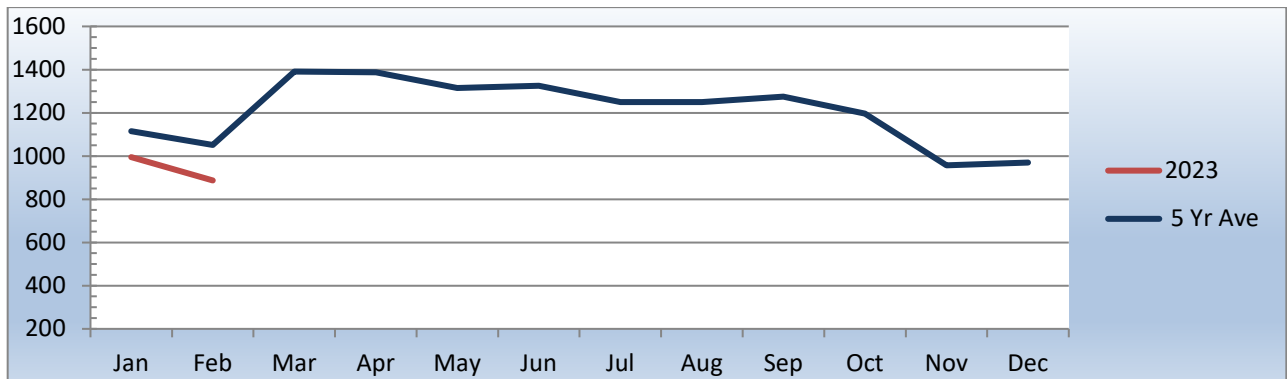
Item: 7.5

Staff: Ken Lambrecht, Operations Manager

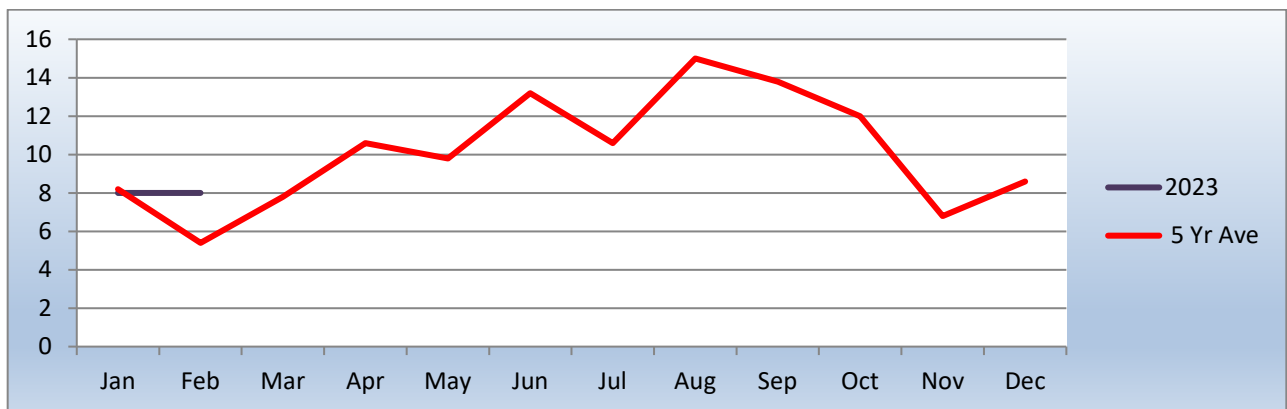
Subject: Operations and Water Quality Report
Staff Recommendation: For Informational Purposes

Discussion: Information for the Board of Directors

Locate Requests:



Leak Repairs:



Monthly Water Quality Report:

Monthly Water Quality Samples:

Monthly Total Coliform samples were within acceptable parameters.

Disinfection Byproducts (DBP2)

All samples were below the Maximum Contaminant Level (MCL)

TTHM AVE:	26.22 ug/L	MCL	80
HAA5 AVE:	27.52 ug/L	MCL	60

Customer Taste & Odor Work Orders:

Created Date	Service Order Number	Customer Number	Service Address	City	Description
02/08/2023	20938		ANGUS ST	MEAD	Taste & Odor
taste & odor: has been getting a strong Chlorine smell since last Friday. please check pH and chlorine at customer property. pH 0.9, Chlorine residual of 7.9, Most likely caused by Dry Creek water.					
02/13/2023	20961		FRONT RANGE AVE	BERTHOUD	Cloudy Dirty
CLOUDY/DIRTY - customer said that on 02/13/23 he noticed sediment in the water in all faucets throughout the home. no odor or discoloration. cloudy water, Chlorine 1.1, pH 7.3. appeared cleared. flushed for 3 days and replaced meter.					

Project Updates and Notes:

Telemetry Upgrades:

Project pending internal planning and prioritization of sites.

Valve Exercising:

5,424 valves have been exercised out of a total of 6,335.

