

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, September 11, 2023, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(720)707-2699, Meeting ID: 873 5785 0771, Passcode: 475314

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve September 11, 2023, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from August 14, 2023, and August 28, 2023, Meetings**
 - b. Invoices through September 11, 2023**
 - c. Easement Agreements**
 - i. Faux – NEWT III**
 - ii. City of Thornton - NEWT III**
 - iii. Redmond – NEWT III**
 - iv. WAPA Access Agreements – NEWT III**
 - v. Nelson Easement Agreement – Woods Lake Line Replacement**
 - d. Water Efficiency Plan Update Scope**
 - e. Greeley- NW interconnect Change Order**
 - f. Rental of C-BT Carryover Capacity from CSU**
 - g. Supplemental Agreement with Larimer County Canal No. 2 for the headgate rehabilitation project**
 - h. BAE LLC water allocation divestment to district**
- 6. Discussion: Honey Creek Resources Revised Cost of Service and Fees Study**
- 7. Discussion: North Weld County Water District Preliminary Draft 2024 Budget**
- 8. Discussion: Master Plan, Drought Plan and Proposed Revisions to Water Service Agreements (Privileged and Confidential, Separate Cover)**
- 9. Executive Session: The Board reserves the right to enter into Executive Session for**

the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Master Planning and Water Service Agreements

10. District Manager's Report: (enclosures)

- a. Tap Sales**
- b. Subpoena to Produce Documents – Mr. Kerr vs Diversified Oilfield**
- c. Tri-Districts Annual Diner 5:30 on October 5, 2023, at the Mill in Windsor**

11. Other Business

ADJOURN_____ P.M.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: Monday, the 14th day of August, 2023, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Scott Cockroft, Secretary
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matthew Pettinger, Assistant Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Lyons Gaddis, District special counsel; George Oamek, Headwaters Corp., Richard Raines; Nick Wharton, Town of Severance; Keith Meyer, Ditesco; Wes Levanachy, and Mr. Nick Haws, Town of Eaton; Mr. Steve Nyguen, Clear Water Consultants; Members of District Staff; and Members of the Public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Nelson, seconded by Ms. Hennen, the Board unanimously approved the agenda.

PUBLIC COMMENT No members of the public addressed the Board.

CONSENT AGENDA MATTERS Mr. Reckentine presented the Board with the consent agenda items.

Upon motion of Ms. Hennen, seconded by Mr. Pettinger, the Board approved the following:

- a. Minutes from July 17, 2023, Meetings
- b. Unaudited Financials for July 2023
- c. Invoices through August 14, 2023
- d. Greeley and NW Harmony Interconnect Pump Station Purchase Contract
- e. Element WSSC Change Case No.1 Task Order No. 4
- f. Stantec Master Plan Change Order 1
- g. Honey Creek Resources Cost of Service and Finance Model Update Scope
- h. Ditesco Services Scope of Services NEWT III Construction Management
 - i. BPCCC Variance Request i. Rest Stop Storage
- j. Easement Agreements
 - i. Overland Ponds Mark Linder Pond 1
 - ii. AB Property – NEWT III
- k. Nickel Road Mineral Lease Agreement

Discussion: Town Mayor and Manager for the Town of Eaton Discussion on Future Water Service in Relation to 2nd Treatment Plant and NWCWD Mr. Wes Levanachy, and Mr. Nick Haws from the Town of Eaton, and Mr. Steve Nyguen from Clear Water Consultants addressed the Board regarding the relationship between the Town and the District now and into the future. The Town acknowledges that it will need to coordinate and cooperate with the District in order to continue to grow and is willing to work with the District in order to maintain a positive relationship, including being the first of the Towns served by the District to enter into a revised water service agreement. The Town has been part of discussions regarding the construction of a second water treatment plan, but acknowledges the extraordinary expense associated with such construction that could be avoided by continuing to partner with the District.

No action was taken.

Consider Approval for Variance Request Related to Development Review for the Deferred.
No action was taken.

Ridge Commercial
Development

Executive Session Not needed.

**DISTRICT MANAGER'S
REPORT**

Tap Sales Mr. Reckentine reported that 110 taps have been sold to date and that the District is on track to meet its budget for the year.

Audit Extension Filed Mr. Reckentine reported that an audit extension was filed with the State in order to give the auditor more time to complete the filing.

SDA Annual Meeting Mr. Reckentine reported that the Special District Association will hold its annual meeting September 12-14. Directors are welcome to register and attend.

Thornton Northern
Properties Stewardship Plan
(NPSP) August 14, 2023 Mr. Reckentine reported on the NPSP Planning efforts.

Notices Sent to NEWT III
alignment property owners. Mr. Reckentine reported that five property owners have been given notice regarding the need for easements for NEWT III. Negotiations are underway with the owners.

Leak on 18" Distribution
Line from Tank 1 Mr. Reckentine reported and congratulated staff on a repair of a leak on the 18" distribution line from Tank 1 without needing to shut down service.

System and CIP Map and
2023 Budget Memo Mr. Reckentine provided the Board a preliminary 2023 Budget Memo for review. Future discussion will be held on these matters.

Master Plan and Water
Service Agreement Work
Sessions Mr. Reckentine discussed with the Board a request to hold one or more work sessions with the Board to begin to discuss master planning and proposed policy and form agreement revisions related to water service agreements with towns, developers, and commercial customers. The Board determined to hold its first work session on August 28. Mr. Reckentine will distribute a memorandum to the Board regarding pending issues that need Board input.

City of Fort Collins Change
in Water Requirements and
Excess Water Usage Charges Mr. Reckentine reported to the Board regarding recent proposed changes by the City of Fort Collins to their excess water usage charges.

OTHER BUSINESS

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: Monday, the 28th day of August, 2023, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Scott Cockroft, Secretary
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matthew Pettinger, Assistant Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Lyons Gaddis, District special counsel; Jamie Cotter, SpencerFane, District special counsel; George Oamek, Headwaters Corp., Richard Reins and Jan Sitterson, Water Resources; Nick Wharton, Town of Severance; Angela Thompson, Slate Communications; and Paul Wiess, Williams & Wiess Consulting.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Pettinger, seconded by Ms. Hennen, the Board unanimously approved the agenda.

Discussion: Master Plan, Drought Plan and Proposed Revisions to Water Service Agreements

Mr. Reckentine presented to the Board a memorandum and related materials related to the status of mater planning efforts, drought management, and proposed revisions to water service agreements in order to address issues that impact the District and its customers.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Master Planning and Water Service Agreement Negotiations

Upon motion of Mr. Pettinger, seconded by Ms. Hennen, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 8:45 A.M. for the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S.; determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators pursuant to § 24-6-402(4)(e), C.R.S.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of the District's/Districts' attorney, constitutes privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

Also pursuant to § 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

The Board reconvened in regular session at 12:14 P.M.

The Board directed staff and consultants to update the memorandum and begin to draft updated water service agreements for review by the Board.

OTHER BUSINESS

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

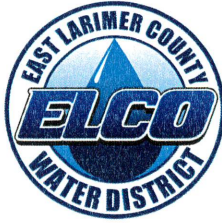
The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

**ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session meeting of the North Weld County Water District convened at 8:45 A.M. on August 28, 2023 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy related to Master Planning and Water Service Agreement Negotiations as authorized by § 24-6-402(4)(b) & (e), C.R.S. I further attest it is my opinion that a portion of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.



**REVISED FINAL OFFER TO PURCHASE EASEMENTS
FOR PROPOSED NEWT III WATER PIPELINE PROJECT**

USPS PRIORITYMAIL W/TRACKING

August 24, 2023

Faux Co, LLC
Attn: Mike Jensen
772 Whalers Way Ste 200
Fort Collins, CO 80525

RE: Parcel 87030-00-019 – Easement Acquisition
East Larimer County Water District and North Weld County Water District – NEWT III Water Pipeline

Fee Owner: FAUX CO LLC, A COLORADO LIMITED LIABILITY COMPANY

Interests to be Acquired: Permanent Exclusive Water Pipeline Easement

Easement Description: A portion of a property located in Larimer County, Colorado, Parcel No. 87030-00-019, generally situated in Section 3, T 7 N, R 68W, with the easement described and depicted in the Permanent Exclusive Water Pipeline Easement (see enclosures)

Dear Property Owner,

As we previously discussed in our last final offer letter dated April 20, 2023, East Larimer County Water District and North Weld County Water District (Districts) are planning the construction of a water pipeline project (the “Project”) crossing the property described above.

This letter is being sent to provide notice of the Districts intent to acquire the Easement (described below) across the property referenced above (the “subject property”) and to convey an offer to purchase the Easement for the Project. The Districts have contracted with Western States Land Services, LLC (“Western States”) to provide services relating to the negotiation and acquisition of real property interests for the Project.

Attached are specific documents for review and approval in connection with this offer:

1. Summary of Compensation Offer – Describes the method used to determine the compensation offer
2. Permanent Exclusive Water Pipeline Easement – Easement document including legal description and descriptive map

It is the Districts policy and obligations to pay the fair market value for the Easement being acquired together with any compensable damages to the remaining property. The Districts have engaged a local appraiser to provide an estimated market valuation of the easement areas. Based on the determination by the appraiser and as per the enclosed Summary of Compensation Offer, the Districts offer to pay:

- 1) \$1,225.00 for the Permanent Exclusive Water Pipeline Easement

Included in this offer is an administrative settlement for a total one-time payment of **\$5,000.00** for the Permanent Exclusive Water Pipeline Easement (“Easement”), as enclosed. The Districts are offering to pay the above stated amount of \$5,000 as an administrative allowance provided that the offer is accepted and the easement is executed and returned within 10 days of the date of this letter.

Upon completion of your review and in order to finalize this acquisition, please arrange to have a legal representative for the property:

- 1) Sign and return this letter.
- 2) Complete, sign and return the enclosed W-9
- 3) Sign, have notarized and return the Original of the Permanent Exclusive Water Pipeline Easement

You will also note that the last page (or near last page) of the Permanent Exclusive Easement document includes a Consent and Approval by Lienholder form. This must be sent to the property’s lienholder for their signature.

Upon receipt of the above, including the signed Consent and Approval by Lienholder, the compensation amount can be processed and the Easements will be recorded. A copy of the recorded documents will be provided when available and payment in the form of a check will be hand delivered or sent via Fed-Ex to the property representative.

The Districts request a response to this offer within **Ten (10) days**. If your acceptance has not been received by September 2, 2023, the districts will deem this Final Offer rejected and may determine it necessary to initiate eminent domain proceedings to acquire the Property. Please contact me at your earliest availability to address any questions or concerns. You can contact me via email at kallison@ws-ls.net or by phone (970) 667-7602 (office) / (970) 215-0493 (cell).

NEWT III Water Pipeline Project
Faux CO LLC
Notice of Intent to Acquire and Offer to Purchase Easements
August 24, 2023

Thank you for your cooperation and quick response.
Sincerely,



Kerri Allison
Contract Agent for East Larimer County Water District and North Weld County Water District
WESTERN STATES LAND SERVICES, LLC
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602 / (970) 215-0493
kallison@ws-ls.net

- Enclosures: 1) Summary of Compensation Offer
2) Permanent Exclusive Water Pipeline Easement
3) W-9 Taxpayer Identification Form

PROPERTY OWNER ACCEPTANCE OF OFFER:

FAUX CO LLC, a Colorado Limited Liability Company

Nestac Investments, LLC, a Colorado Limited Liability Company as managing member of Faux Co LLC, a Colorado Limited Liability Company

Signature: *S to NWJ / Member*

Date: *8/28/2023*

HJI, LLC, a Colorado Limited Liability Company as managing member of Faux Co LLC, a Colorado Limited Liability Company

Signature: *[Signature] / Member*

Date: *8/28/2023*

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this ___ day of _____, 2023, by and between FAUX CO LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 772 Whalers Way Ste 200, Fort Collins, CO 80525 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Exclusive Water Pipeline Easement (“Permanent Easement” or “Easement”) on, under, and across the real property legally described and depicted on Exhibit A (“Easement Area”) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado. The Permanent Easement shall be exclusive to Grantor except that the use will be non-exclusive to the use of the Larimer and Weld Irrigation Company (“LWIC”) of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC. The Easement granted is for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE’s activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE’s purposes. GRANTEE shall have the right to install access roads if determined necessary

by GRANTEE.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;
6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable, restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE'S facilities on or under the Easement or GRANTEE'S use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Easement;
11. Impound water or other substance in, on or over the Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the

purposes described in this Agreement;

15. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
16. Install, alter or replace any fence on the Easement, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
18. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
 - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
 - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - c. Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Granting subsurface or surface easements within the Easement Area to other utility and cable service crossings at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility/cable service and the water pipeline and further subject to industry standards for crossings that may be applicable.

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in

the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

FAUX CO LLC, a Colorado Limited Liability Company

Nestac Investments, LLC, a Colorado Limited Liability Company as managing member of Faux Co LLC, a Colorado Limited Liability Company

By: Stephen H. Wimp

Title: Member

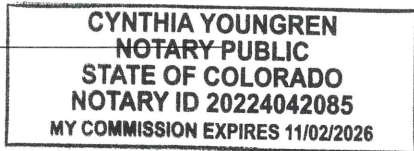
STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of August, 2023, by Stephen H. Wimp as Member of Nestac Investments, LLC, a Colorado Limited Liability Company.

My Commission Expires:



Cynthia Youngren
Notary Public

Witness my hand and official seal.

GRANTOR:

FAUX CO LLC, a Colorado Limited Liability Company

HJI, LLC, a Colorado Limited Liability Company as managing member of Faux Co LLC, a Colorado Limited Liability Company

By: [Signature]

Title: Member

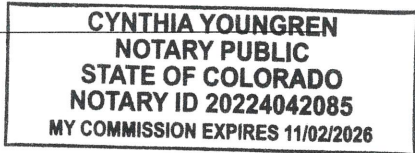
STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of August, 2023, by Nathan Heckel as ~~Steven H. Wimp~~ Member of HJI, LLC, a Colorado Limited Liability Company.

My Commission Expires:



[Signature]
Notary Public

Witness my hand and official seal.

GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND APPROVAL BY LIENHOLDER

The undersigned, being the owner of a Deed of Trust encumbering the above-described property, hereby approves, ratifies, confirms, consents and subordinates its lien to the foregoing Permanent Exclusive Water Easement.

Dated this 29 day of August, 2023

Western States Bank, a division of First
National Bank of Omaha
1520 East Mulberry
Fort Collins, CO 80524

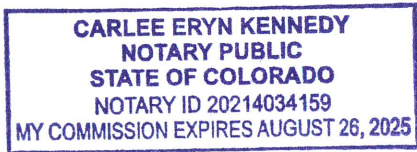
By: N. Tomlinson
Title: Branch Manager

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 29th day of August, 2023, by Nick Tomlinson as Branch Manager of Western States Bank, a division of First National Bank of Omaha.

WITNESS my hand and official seal.

My commission expires: August 26th, 2025



Carlee
Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A parcel of land, being part of that parcel of land described in that Special Warranty Deed recorded January 11, 2018 as Reception No. 20180002354 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the Northeast corner of that parcel of land described in said Special Warranty Deed;

THENCE South 15°32'19" East along the Northeasterly line of that parcel of land described in said Special Warranty Deed a distance of 75.21 feet to the **POINT OF BEGINNING**;

THENCE continuing South 15°32'19" East along the Northeasterly line of that parcel of land described in said Special Warranty Deed a distance of 168.23 feet to an Easterly corner of that parcel of land described in said Special Warranty Deed;

THENCE South 00°19'48" West along an Easterly line of that parcel of land described in said Special Warranty Deed a distance of 33.64 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

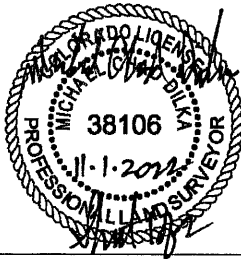
THENCE along the arc of said curve, which is concave to the East, a distance of 160.56 feet, said curve having a radius of 348.23 feet, a central angle of 26°25'06" and a long chord bearing North 16°21'56" West a distance of 159.14 feet;

THENCE North 00°02'28" West, non-tangent to aforesaid curve, a distance of 43.02 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 2,716 sq. ft. or 0.062 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

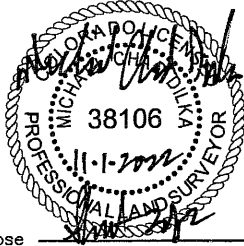
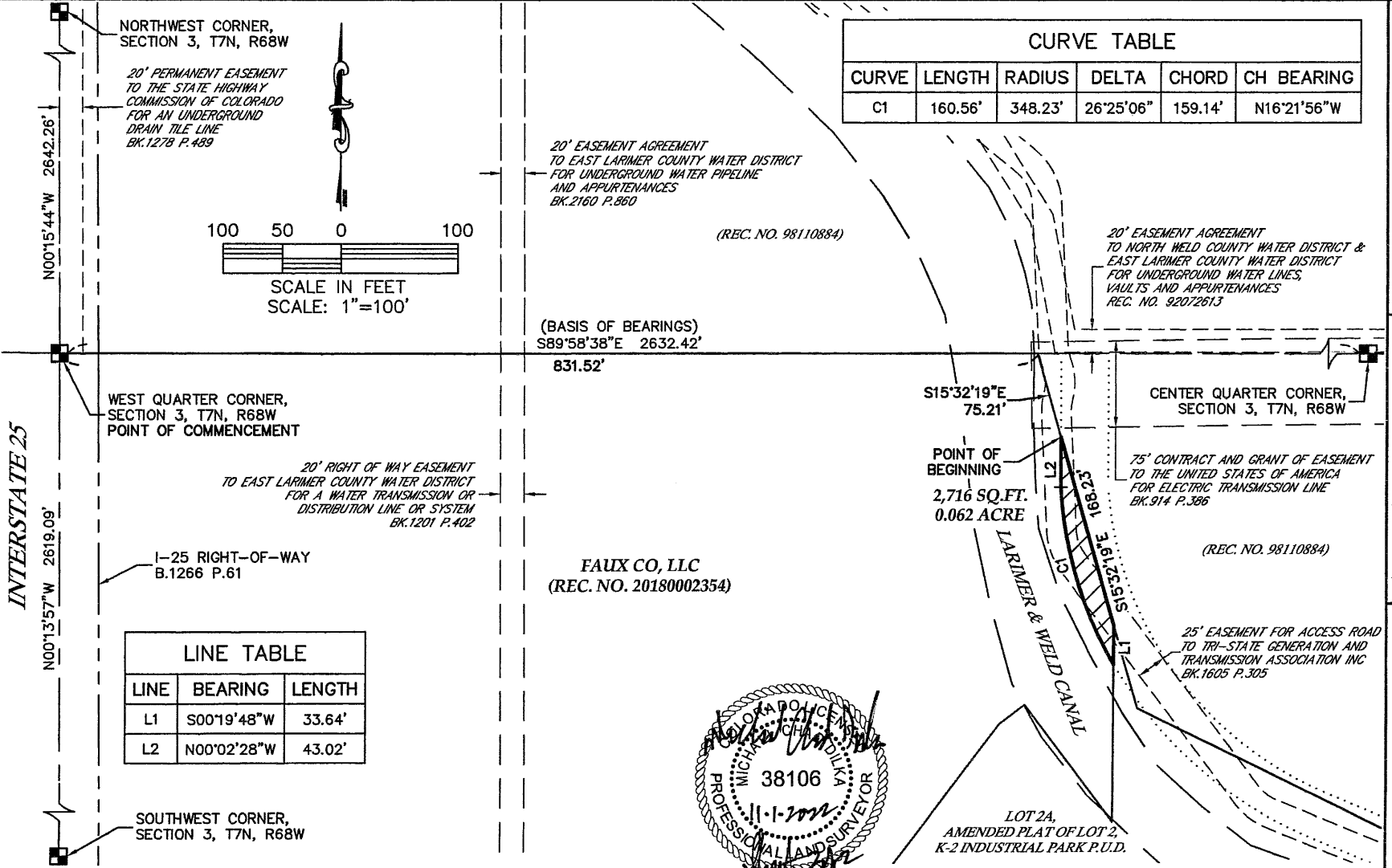
JN: 20200030



650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

KING SURVEYORS

PROJECT NO.: 20200030
 DATE: 11/1/2022
 CLIENT: NWCWD
 DWG: ESMT - FAUX CO LLC - PE
 DRAWN: SMF CHECKED: MCD



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

PROPERTY DEPICTION

EXHIBIT A (2 of 2)

SW 1/4 SEC. 3, T7N, R68W

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

This Temporary Construction and Access Easement AGREEMENT (“TCE”) is made this day of _____, 2023, by and between CITY OF THORNTON, A COLORADO HOME RULE MUNICIPALITY, whose address is 9500 Civic Center Drive, Thornton, CO 80229 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

WITNESSETH

1. GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this TCE does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a temporary access and construction easement on, under and across the property described and depicted on Exhibit A (Property Description and Exhibit Map) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado (“Easement”); for the purposes of :
 - A. Surveying, locating, installing, and constructing a buried 42-inch water pipeline on lands adjacent to the Easement, in whole or in part;
 - B. Cutting and clearing trees, brush, debris and other obstructions on the Easement that might interfere with GRANTEE’s activities on the Property; and
 - C. Access for purposes of surveying, locating, installing, and constructing a buried water pipeline across property owned by the GRANTOR that is contiguous to the Permanent Easement. Such access is subject to reasonable notice in a form acceptable to GRANTOR by GRANTEE and consent by GRANTOR for the same, which consent shall not be unreasonably withheld.
2. The term of the TCE shall begin on the first day construction activities for the water pipeline within the Easement begins and end on the last day construction activities for the water pipeline within the Easement occur, but no later than one (1) year after the first day

construction activities for the water pipeline within the Easement begin, except as otherwise mutually extended per written agreement of the parties. GRANTEE shall provide GRANTOR with written notice of intent to commence construction at least 30 days before construction begins.

3. During the term of this TCE GRANTOR, its tenants and/or agents reserve the right to use and occupy the Property for any purpose, except that GRANTOR shall not themselves or through other persons or entities, place, erect, install or permit any above or below ground building, structure or other obstruction, or allow any use on the Easement that may interfere with the GRANTEE's full enjoyment of the rights hereunder.
4. The GRANTEE shall:
 - A. Restore the surface of the ground, including landscaping, fences, or other improvements existing on the Property at the time this TCE commences to a condition comparable to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
 - B. Restore fences, drain tile, irrigation systems, landscaping, private roads, and other improvements, to the conditions comparable to those existing prior to GRANTEE's activities on the Easement;
 - C. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Easement;
5. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.
6. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as GRANTOR, and the covenants and promises herein above made as GRANTEE.
7. The covenants contained herein shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

8. The Parties agree that this TCE shall not be recorded.
9. GRANTEE agrees that this TCE is subject to any and all pre-existing easements, liens or other encumbrances of record.
10. In the event any of the terms of this TCE are violated by any party, such violation shall be immediately corrected and eliminated as soon as practicable after receipt of notice of the same, and if not corrected, the noticing party shall have the right to correct and eliminate such violation. If such violation is not corrected, the noticing party shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. GRANTOR reserves the right to do all acts necessary to immediately remedy any emergency situation that may arise associated with or caused by GRANTEE's exercise of the rights hereunder.
11. Nothing herein shall be construed as a waiver of any of the protections or monetary limitations that either party may enjoy under the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, the Parties hereto have executed this TCE effective as of the date first above written.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
**CITY OF THORNTON, A COLORADO HOME
RULE MUNICIPALITY**

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Kevin S. Woods, City Manager of the City of Thornton, a Colorado home rule municipality.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
(1 of 5)
PROPERTY DESCRIPTION

Parcel I

A strip of land, Sixty (60) feet in width, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet to the **POINT OF BEGINNING**;

THENCE continuing North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 67.96 feet;

THENCE South 28°04'43" East a distance of 31.09 feet;

THENCE South 72°36'10" East a distance of 44.39 feet;

THENCE South 70°14'24" East a distance of 107.10 feet;

THENCE South 66°05'18" East a distance of 112.89 feet;

THENCE South 59°18'26" East a distance of 118.94 feet;

THENCE South 48°09'24" East a distance of 104.99 feet;

THENCE South 05°00'04" East a distance of 21.59 feet, said point hereinafter referred to as Point "A;"

THENCE North 90°00'00" West a distance of 67.81 feet;

THENCE North 48°09'24" West a distance of 64.36 feet;

THENCE North 59°18'26" West a distance of 109.53 feet;

THENCE North 66°05'18" West a distance of 107.16 feet;

THENCE North 70°14'24" West a distance of 103.69 feet;

THENCE North 72°36'10" West a distance of 67.74 feet;

THENCE North 28°04'43" West a distance of 87.52 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 32,513 sq. ft. or 0.746 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

Parcel II

COMMENCING at said Point "A;"

THENCE continuing South 05°00'04" East a distance of 40.15 feet to the **POINT OF BEGINNING**;

THENCE continuing South 05°00'04" East a distance of 60.42 feet;

THENCE South 89°12'58" West a distance of 31.78 feet;

THENCE North 44°44'58" West a distance of 85.36 feet;

THENCE North 90°00'00" East a distance of 86.60 feet to the **POINT OF BEGINNING**.

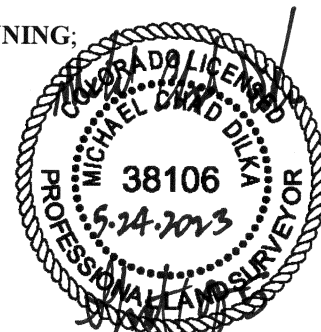


EXHIBIT A
(2 of 5)
PROPERTY DESCRIPTION

Said described parcel of land contains 3,582 sq. ft. or 0.082 acre, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Parcel III

A strip of land, Sixty (60) feet in width;

COMMENCING at said Point "A;"

THENCE North 90°00'00" East a distance of 66.98 feet to the **POINT OF BEGINNING**;

THENCE continuing North 90°00'00" East a distance of 65.34 feet;

THENCE South 23°17'02" East a distance of 119.20 feet;

THENCE South 00°47'02" East a distance of 59.91 feet;

THENCE South 39°36'58" East a distance of 635.70 feet;

THENCE South 35°05'00" East a distance of 110.64 feet;

THENCE South 31°12'46" East a distance of 165.09 feet;

THENCE South 48°10'52" East a distance of 50.44 feet;

THENCE South 25°40'52" East a distance of 41.14 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 66.69 feet, said point being 182.18 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 48°10'52" West a distance of 47.51 feet;

THENCE North 31°12'46" West a distance of 172.01 feet;

THENCE North 35°05'00" West a distance of 106.24 feet;

THENCE North 39°36'58" West a distance of 654.48 feet;

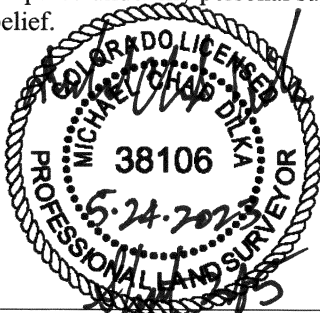
THENCE North 00°47'02" West a distance of 69.08 feet;

THENCE North 23°17'02" West a distance of 133.14 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 70,939 sq. ft. or 1.629 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011
JN: 20200030



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80050
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@Kingsurveyors.com

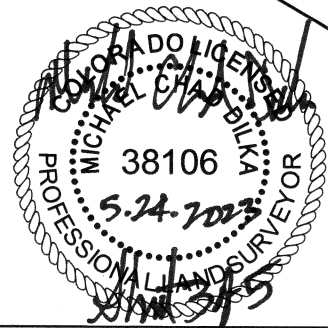
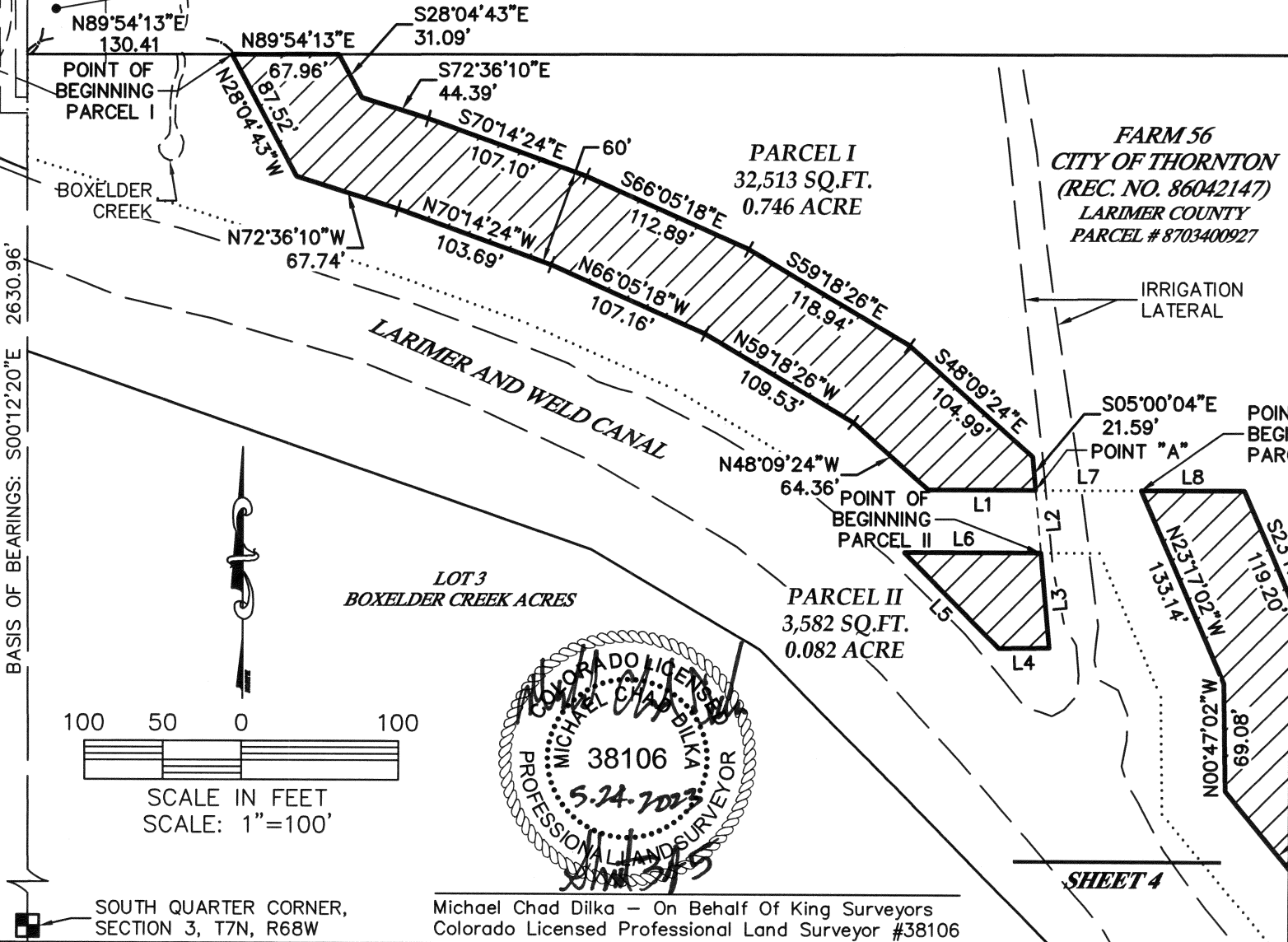
PROJECT NO: 20200030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMF-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD

CENTER QUARTER CORNER, SECTION 3, T7N, R68W POINT OF COMMENCEMENT

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

REC. NO. 96058309

- 10' UTILITY EASEMENT BK1791 P732
- ELECTRIC EASEMENT B1612 P971
- ELECTRIC EASEMENT B1605 P303
- 25' ACCESS EASEMENT B1605 P305
- ELECTRIC EASEMENT B1612 P972



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

PROPERTY DEPICTION

EXHIBIT A (3 of 5)

S4 SW4 SEC. 1, T.3S., R.68W.

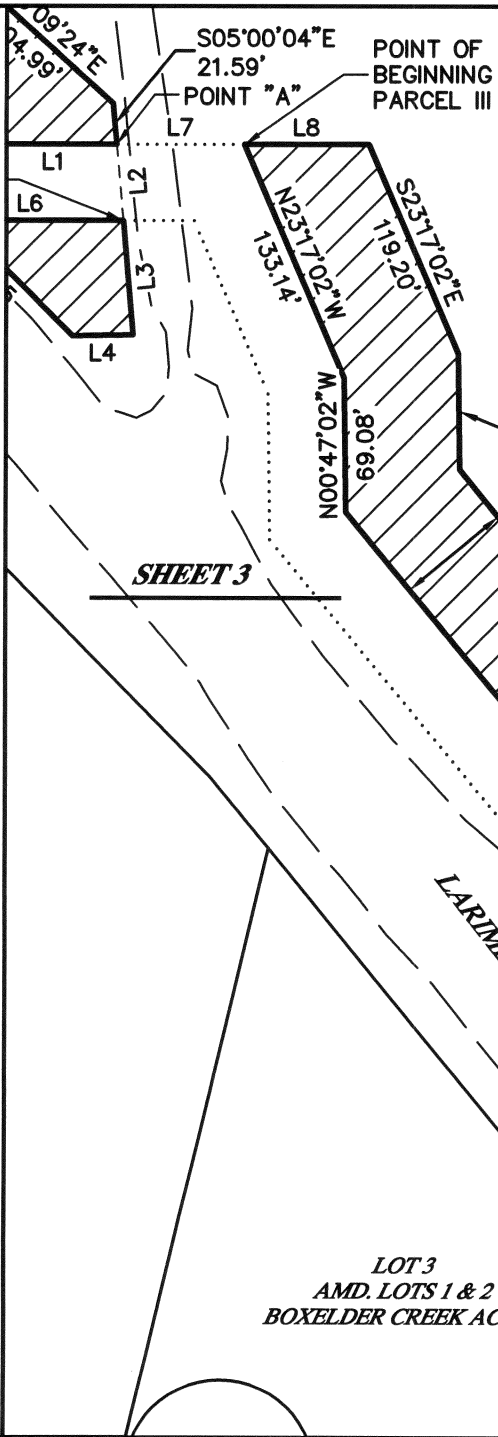
BASIS OF BEARINGS: S00°12'20"E 2630.96'

SOUTH QUARTER CORNER,
 SECTION 3, T7N, R68W



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80050
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

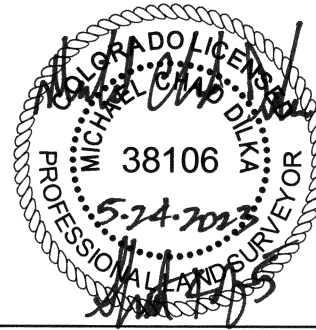
PROJECT NO: 202000030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMF-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD



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FARM 56
CITY OF THORNTON
 (REC. NO. 86042147)
 LARIMER COUNTY
 PARCEL # 8703400927

PARCEL III
 70,939 SQ.FT.
 1.629 ACRES



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106



SCALE IN FEET
 SCALE: 1"=100'

SHEET 5

SHEET 3

PROPERTY DEPICTION

EXHIBIT A (4 of 5)

S₁ SW₄ SEC. 1, T.3S., R.68W.



650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

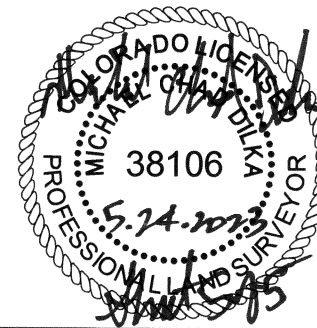
KING SURVEYORS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"W	67.81'
L2	S05°00'04"E	40.15'
L3	S05°00'04"E	60.42'
L4	S89°12'58"W	31.78'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N44°44'58"W	85.36'
L6	N90°00'00"E	86.60'
L7	N90°00'00"E	66.98'
L8	N90°00'00"E	65.34'

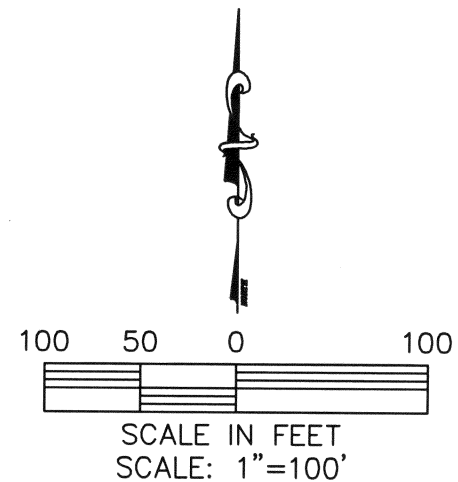
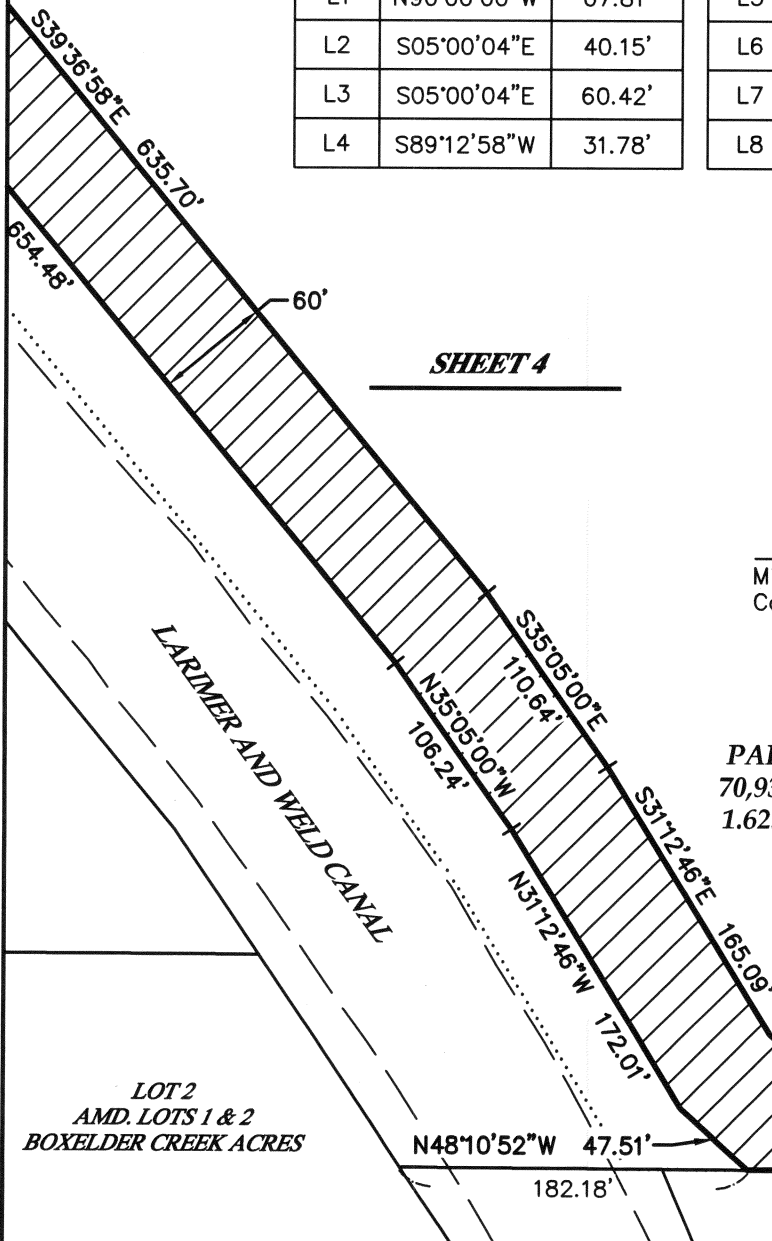
NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400927



Michael Chad Dilka – On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

PARCEL III
70,939 SQ.FT.
1.629 ACRES



PROJECT NO: 202000030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMF-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD

REC. NO. 20210096442

PROPERTY DEPICTION

EXHIBIT A (5 of 5)

S $\frac{1}{2}$ SW $\frac{1}{4}$ SEC. 1, T.3S., R.68W.

DEED OF PERMANENT EASEMENT
(Water Pipeline)

This Permanent Water Pipeline Easement is made this day of , 2023, by and between CITY OF THORNTON, A COLORADO HOME RULE MUNICIPALITY, whose address is 9500 Civic Center Drive, Thornton, CO 80229 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

WITNESSETH

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Water Pipeline Easement (“Permanent Easement” or “Easement”) on, under, and across the real property legally described and depicted on Exhibit A (“Easement Area”) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado.

1. The Easement granted is for the purposes of:
 - a. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities. Any additional water pipelines to be installed in the Easement after the date of this Agreement shall be limited to only those necessary for Grantee’s operations and owned/operated by Grantee, and shall not include any structures owned or operated by third parties, unless otherwise approved by Thornton.
 - b. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in or on the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the property under the terms of this Permanent Easement;
 - c. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE’s activities and facilities within the Permanent Easement; and
 - d. Providing GRANTEE access to the Easement including the right to install access roads

within the Easement Area. GRANTEE shall also have the right cross GRANTOR'S property outside the Easement Area subject to the following conditions: (i) Access shall be on existing roads and is subject to reasonable notice in a form acceptable to GRANTOR by GRANTEE and consent by GRANTOR for the same, which consent shall not be unreasonably withheld; (ii) Access for emergency purposes shall not require prior notice except GRANTEE shall notify GRANTOR of such emergency access as soon as practicable; (iii) Access shall only be during the time the GRANTOR'S property outside the Easement Area is used for agricultural purposes, and in the sole discretion of GRANTOR such access shall not interfere with GRANTOR'S use of the such property. Subject to the above restrictions, GRANTEE shall also have the right to install access roads outside the Easement Area if determined necessary by GRANTEE, upon notice to and consent by GRANTOR, however, GRANTEE shall be fully responsible for any costs resulting from construction and maintenance/repair of any such additional roads installed by GRANTEE.

2. The GRANTEE shall:

- a. Bury all pipe and insofar as practicable, bury communication and control cables to a minimum of 48-inches below the existing grade as measured from the top of the pipeline;
- b. Restore the surface of the ground, including landscaping, fences, or other improvements existing on the Property at the time this Permanent Easement commences to a condition comparable to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
- c. Restore existing fences, drain tile, irrigation systems, private roads and other improvements to a condition comparable to its condition existing prior to GRANTEE's activities within the Permanent Easement;
- d. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement, should those improvements be disturbed by the GRANTEE or GRANTEE's water pipeline,; and
- e. Obtain any permits, approvals and consents and meet any other legal obligations or requirements including those imposed by any governmental authority prior to construction. GRANTOR shall not object to or otherwise interfere with any application for any such permits, approvals and consents.

3. The GRANTOR, its tenants and/or agents reserve the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE's facilities on or under the Easement or GRANTEE's use thereof, provided that in no event, without the prior written consent of the GRANTEE, which shall not be unreasonably withheld, shall GRANTOR:

- a. Construct or allow the construction of any buildings or other structures on or within the Easement;
- b. Impound water or other substance in, on or over the Permanent Easement;
- c. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement, with the exception of hay, pasture or annual crops planted for agricultural purposes;
- d. Take action that would impair or in any way decrease or increase the ground level, or the lateral or subjacent support for GRANTEE's improvements, without obtaining the prior specific written permission of GRANTEE;
- e. Store or allow the storage of any equipment, materials, or any other items on or across the Permanent Easement that materially interferes with GRANTEE's use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement;
- f. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
- g. Install, alter, or replace any fence on the Easement, except at near right angles to the water pipeline. GRANTEE shall have the right to install gates in any fence(s) that cross the Easement;
- h. Grant subsurface or surface easements within the Permanent Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines other than for the use of subsurface utilities that cross the Easement Area at near right angles with a minimum two (2) feet of clearance between said utilities and the outside diameter of the water pipeline and in conformance with applicable industry standards. Utilities include, but are not limited to, water (potable, stormwater, and wastewater), gas, electric, and telecommunications (including fiber optic lines);
- i. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
- j. Install retaining walls within or across the Easement Area;
- k. Install paved, concreted or gravel surfaces areas such as roads, parking areas, recreation areas, trails or bike paths;
- l. Install or allow temporary covers or enclosures not requiring the construction of foundations or not to be used for long term storage;

4. Abandonment: In case GRANTEE shall permanently abandon the Easement herein granted, and cease to use the same, all right, title and interest hereunder of GRANTEE shall revert to the then owner of the Property. Should GRANTEE permanently abandon the Easement, GRANTEE shall fill the pipeline with a suitable material and remove all surface improvements and restore the Property to its original condition as of the execution of this Agreement in a reasonably practicable time and manner. Abandonment shall be evidenced by non-use of ten (10) years or more.

5. Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

6. No Rights to the Public: This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

7. No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

8. No Representations: The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.

9. Authority of Signatories: The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as GRANTOR, and the covenants and promises herein above made as GRANTEE.

10. Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area and recorded at GRANTEE's sole cost in the real property records of Larimer County, Colorado.

11. Pre-Existing Encumbrances: GRANTEE agrees that this Easement is subject to any and all pre-existing easements, liens or other encumbrances of record, including any use by the Larimer and Weld Irrigation Company ("LWIC") of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC.

12. Entire Agreement: This Agreement, subject to the GRANTEE's rules, regulations, standards, and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

13. Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions, and limitations of this Agreement, shall run with and burden the GRANTOR's Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

14. Nothing herein shall be construed as a waiver of any of the protections or monetary limitations that either party may enjoy under the Colorado Governmental Immunity Act.

15. GRANTEE agrees to provide to GRANTOR the KMZ files and CAD as-built files once installation of the water pipeline within the Easement is complete.

IN WITNESS WHEREOF, the Parties have executed this Deed of Permanent Easement effective as of the date first written above.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
**CITY OF THORNTON, A COLORADO HOME
RULE MUNICIPALITY**

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Kevin S. Woods, as City Manager of the City of Thornton, a Colorado home rule municipality.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

Notary Public

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width along most of it's length, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet;

THENCE South 28°04'43" East a distance of 87.52 feet;

THENCE South 72°36'10" East a distance of 67.74 feet;

THENCE South 70°14'24" East a distance of 103.69 feet;

THENCE South 66°05'18" East a distance of 107.16 feet;

THENCE South 59°18'26" East a distance of 109.53 feet;

THENCE South 48°09'24" East a distance of 64.36 feet;

THENCE North 90°00'00" East a distance of 134.79 feet;

THENCE South 23°17'02" East a distance of 133.14 feet;

THENCE South 00°47'02" East a distance of 69.08 feet;

THENCE South 39°36'58" East a distance of 654.48 feet;

THENCE South 35°05'00" East a distance of 106.24 feet;

THENCE South 31°12'46" East a distance of 172.01 feet;

THENCE South 48°10'52" East a distance of 47.51 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 63.14 feet, said point being 119.04 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 31°12'46" West a distance of 183.15 feet;

THENCE North 35°05'00" West a distance of 103.30 feet;

THENCE North 39°36'58" West a distance of 667.01 feet;



EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

THENCE North 00°47'02" West a distance of 75.20 feet;
THENCE North 23°17'02" West a distance of 98.85 feet;
THENCE North 90°00'00" West a distance of 123.73 feet;
THENCE North 48°09'24" West a distance of 75.75 feet;
THENCE North 59°18'26" West a distance of 103.26 feet;
THENCE North 66°05'18" West a distance of 103.34 feet;
THENCE North 70°14'24" West a distance of 101.42 feet;
THENCE North 72°36'10" West a distance of 233.98 feet to the West line of the Southeast Quarter (SE1/4) of said Section 3;
THENCE North 00°12'20" West along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 65.22 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 83,449 sq. ft. or 1.916 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 Phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@Kingsurveyors.com

PROJECT NO: 202000030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-PE (8.5x11)
 DRAWN: SMF CHECKED: MCD

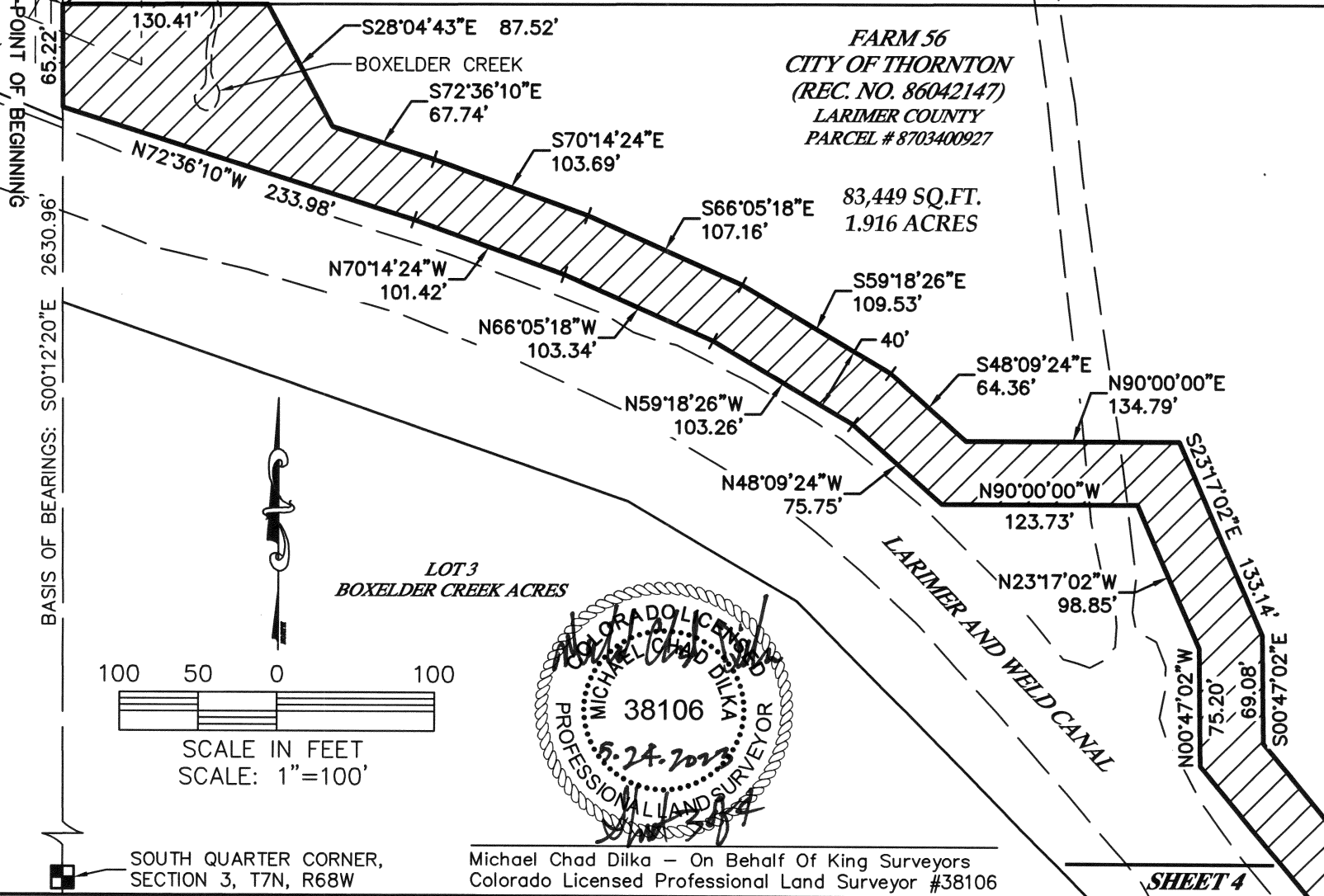
CENTER QUARTER CORNER, SECTION 3, T7N, R68W POINT OF COMMENCEMENT

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

REC. NO. 96058309

10' UTILITY EASEMENT BK1791 P732
 ELECTRIC EASEMENT B1612 P971
 ELECTRIC EASEMENT B1605 P303
 25' ACCESS EASEMENT B1605 P305
 ELECTRIC EASEMENT B1612 P972

IRRIGATION LATERAL



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106

PROPERTY DEPICTION

EXHIBIT A (3 of 4)

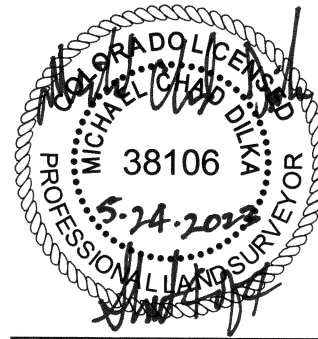
S4 SW4 SEC. 1, T.3S., R.68W.



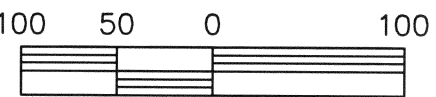
KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-PE (8.5x11)
 DRAWN: SMF CHECKED: MCD

SHEET 3



Michael Chad Dilka
 On Behalf Of King Surveyors
 Colorado Licensed Professional 100
 Land Surveyor #38106



SCALE IN FEET
 SCALE: 1"=100'

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400927

83,449 SQ.FT.
 1.916 ACRES

LOT 3
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

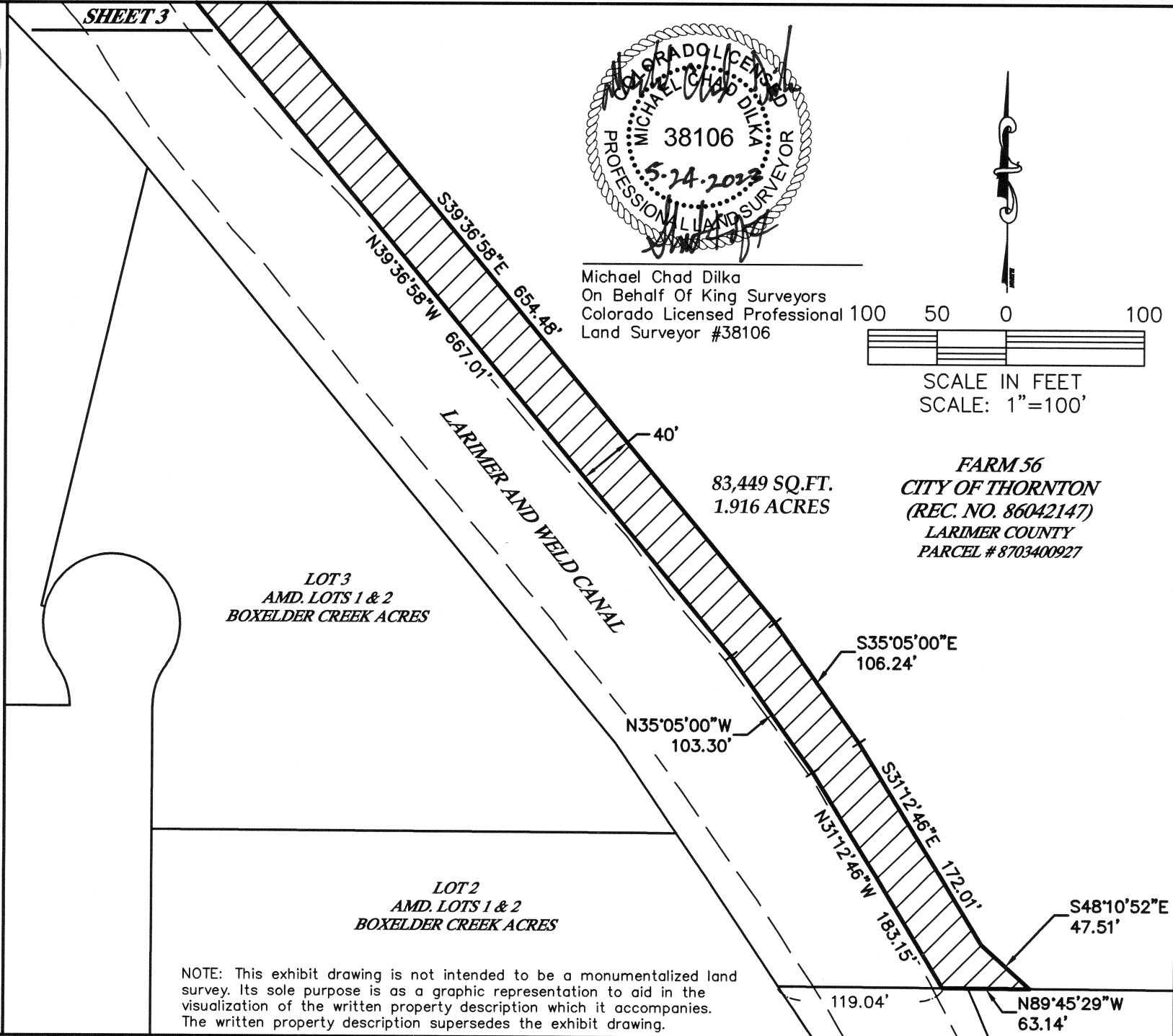
LOT 2
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

PROPERTY DEPICTION

EXHIBIT A (4 of 4)

S4 SW4 SEC. 1, T.3S., R.68W.



PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement (the “Agreement”) is made this day of _____, 2023, by and between TRAVIS REDMON AND EMILY REDMON, whose address is 161 N. County Road 3, Fort Collins, CO 80524 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Exclusive Water Pipeline Easement (“Permanent Easement” or “Easement”) on, under, and across the real property legally described and depicted on Exhibit A (“Easement Area”) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado, for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE’s activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE’s purposes. GRANTEE shall have the right to install access roads if determined necessary by the GRANTEE, provided that such access roads are approved in advance by GRANTOR, such approval not to be unreasonable withheld, conditioned or delayed. Any access road installed by the GRANTEE shall be fully on the Easement Area.

The GRANTEE, at GRANTEE's sole cost and expense, shall:

5. Insofar as practicable, bury all pipe and communication and control cables within the Easement Area and to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;
6. Insofar as practicable, restore the surface of the ground within the Easement Area to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto, including, without limitation, reasonable clean-up and reclamation of any hazardous materials on the Easement Area, all to GRANTOR's reasonable satisfaction, provided that GRANTEE, in the process of such restoration, shall use a seed mix to be approved in writing and in advance by GRANTOR, such approval not to be unreasonably withheld, conditioned or delayed;
7. Insofar as practicable, restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE's activities within the Easement Area and surrounding lands used by GRANTEE for access thereto, all to GRANTOR's reasonable satisfaction;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE's activities within the Easement Area and surrounding lands used by GRANTEE for access thereto; and
9. Restore or replace improvements reserved to the GRANTOR herein and/or made by the GRANTOR within the Easement Area with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S use of the Easement as discussed herein, all to GRANTOR's reasonable satisfaction.

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE'S facilities on or under the Easement Area or GRANTEE'S permitted use of the Easement, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Easement Area;
11. Impound water or other substance in, on or over the Easement Area;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Easement Area;

13. Alter the ground level of the Easement Area;
14. Store or allow the storage of any equipment, materials or any other items on or across the Easement Area that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Easement Area for the purposes described in this Agreement;
15. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
16. Install, alter or replace any fence on the Easement Area, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement Area;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to the GRANTEE'S water pipeline(s);
18. Use the Easement Area for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
 - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
 - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - c. Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Granting subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities crossing at near right angles to such water pipeline(s), all with minimum two (2) feet of clearance between the utility/cable service and the water pipeline(s) and further subject to industry standards for crossings that may be applicable.

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

GRANTOR:

Travis Redmon

Emily Redmon

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Travis Redmon and Emily Redmon as Grantors.

Witness my hand and official seal.

My Commission Expires:

Notary Public

CONSENT AND APPROVAL BY LIENHOLDER

The undersigned, being the owner of a Deed of Trust dated December 2, 2022 and recorded December 8, 2022 at Reception No. 20220071463, encumbering the above-described property, hereby approves, ratifies, confirms, consents and subordinates its lien to the foregoing Permanent Exclusive Water Easement.

Dated this _____ day of _____, 2023

Meridian Trust FCU
P.O. Box 548
Cheyenne, WY 82003

By: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of Meridian Trust FCU.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width, being part of that parcel of land described in that Quit Claim Deed recorded October 25, 2021 as Reception No. 20210098015 of the records of the Larimer County Clerk and Recorder, located in the North Half of the Southeast Quarter (N1/2 SE1/4) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The North Forty (40) feet of said parcel of land described in said Quit Claim Deed lying West of the West Right-of-way line of Larimer County Road 3, (See Road Book R, Page 273), said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 11.

Said described strip of land contains 50,661 sq. ft. or 1.163 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

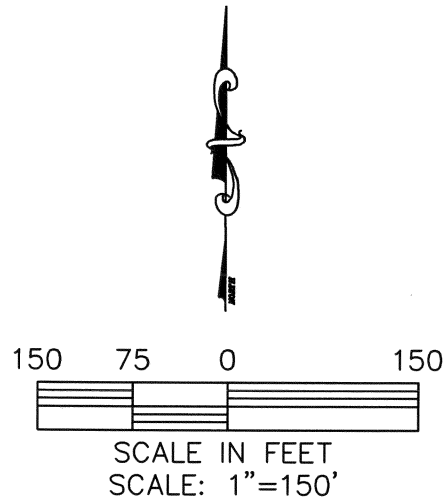
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

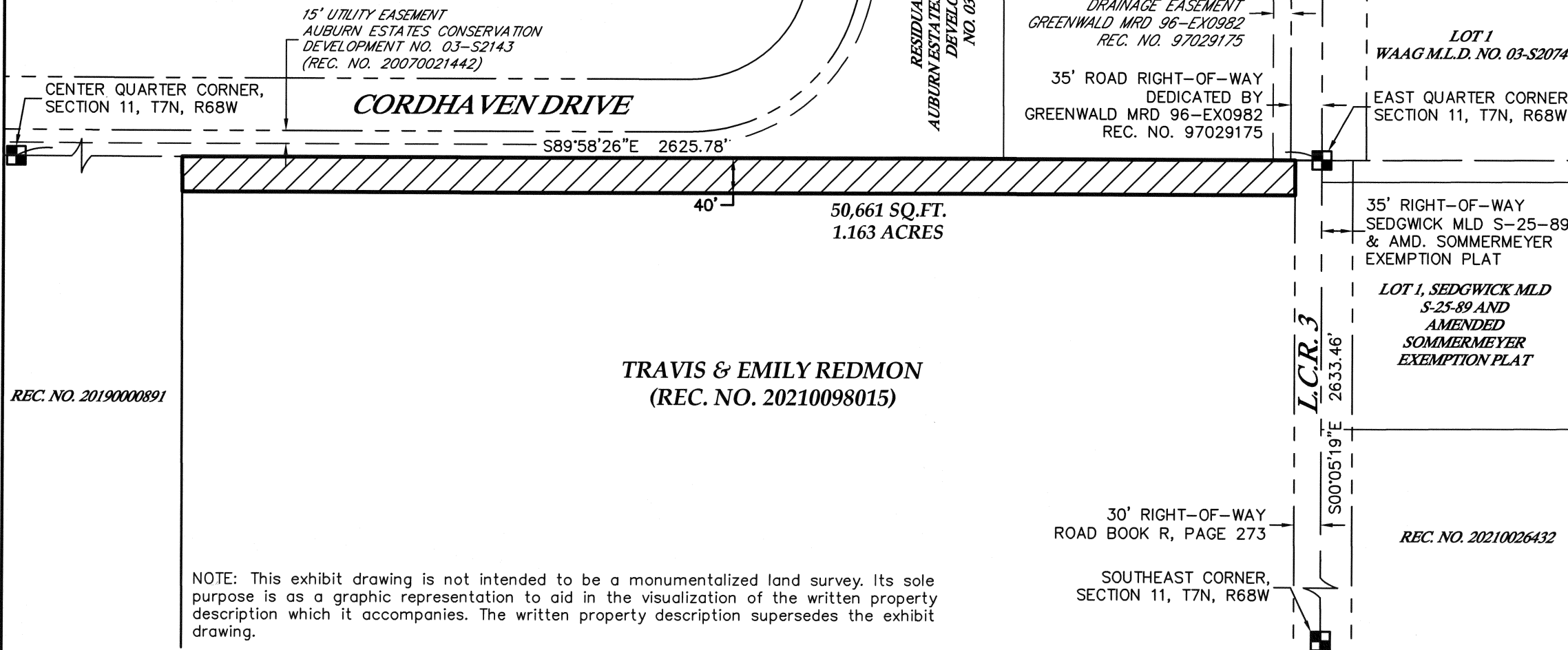


KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 3/28/2023
CLIENT: NWCWD
DWG: ESMT-REDMON-PE
DRAWN: SMF CHECKED: MCD



Michael Chad Dilka - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106



REC. NO. 20190000891

TRAVIS & EMILY REDMON
 (REC. NO. 20210098015)

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

PROPERTY DEPICTION

EXHIBIT A (2 of 2)

N1/2 SE1/4 SEC. 11, T7N, R68W

LOT 3
 WAAG M.L.D. NO. 03-S2074

LOT 1
 WAAG M.L.D. NO. 03-S2074

35' RIGHT-OF-WAY
 SEDGWICK MLD S-25-89
 & AMD. SOMMERMEYER
 EXEMPTION PLAT

LOT 1, SEDGWICK MLD
 S-25-89 AND
 AMENDED
 SOMMERMEYER
 EXEMPTION PLAT

REC. NO. 20210026432

30' RIGHT-OF-WAY
 ROAD BOOK R, PAGE 273

SOUTHEAST CORNER,
 SECTION 11, T7N, R68W

TRACT C,
 GREENWALD
 M.R.D. NO. 96-EX0982

20' UTILITY AND
 DRAINAGE EASEMENT
 GREENWALD MRD 96-EX0982
 REC. NO. 97029175

35' ROAD RIGHT-OF-WAY
 DEDICATED BY
 GREENWALD MRD 96-EX0982
 REC. NO. 97029175

RESIDUAL LOT "F"
 AUBURN ESTATES CONSERVATION
 DEVELOPMENT
 NO. 03-S2143

15' UTILITY EASEMENT
 AUBURN ESTATES CONSERVATION
 DEVELOPMENT NO. 03-S2143
 (REC. NO. 20070021442)

CENTER QUARTER CORNER,
 SECTION 11, T7N, R68W

CORDHAVEN DRIVE

S89°58'26"E 2625.78'

40'

50,661 SQ.FT.
 1.163 ACRES

L.C.R. 3

2633.46'

S00°19'19"E
 500'±, 50,005'

50' RIGHT-OF-WAY

EAST QUARTER CORNER,
 SECTION 11, T7N, R68W

60'

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Poudre-Timnath 115-kV Transmission Line
Linden-Richards Lake 115-kV Transmission Line
NESE Section 5, Township 7 North, Range 68 West
6th Principal Meridian, Larimer County, Colorado

Vicinity of Structure 23/1 – 23/2
Approx. Station No. 127639+80

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2023, between EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (LICENSEE'S), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WAPA), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs that the buried 42" welded steel potable waterline (FACILITY), proposed TOGETHER WITH THE INSTALLATION OF ABOVE GROUND MARKERS by the LICENSEE will not interfere with the operation and maintenance of the Poudre-Timnath and Linden-Richards Lake 115-kV Transmission Line, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of WAPA'S concurrence, the LICENSEE agrees to the following:

- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WAPA, to accommodate future modifications of WAPA'S facilities, including but not limited to, upgrades of the transmission line.
- (c) Please note that the easement width is 75 feet (37.5 feet each side of the centerline). Reconstruction, operation, and maintenance of the transmission line requires that WAPA use heavy equipment within the easement area, therefore, WAPA will not be held liable for damages to the FACILITY should they occur. In addition, the pipeline should be installed in such a manner as to withstand heavy equipment in the easement area.
- (d) LICENSEE shall install above ground markers indicating the location of the buried FACILITY and maintain such above ground markers for the life of the FACILITY.
- (e) **Within WAPA'S Right of Way, WAPA shall have access over this facility with vehicles that have a 32kip axle load.**

IF HEAVY EQUIPMENT WILL BE OPERATING UNDER THE LINE.

Post signs, "Caution – Overhead High Voltage Transmission Lines".

(f) LICENSEE shall notify WAPA at least 15 business days prior to commencing installation of the FACILITY to permit inspection by WAPA. Contact Ron Miller in WAPA'S Cheyenne Office, (307) 286-9047.

(g) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.

(h) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation, and maintenance of the FACILITY described in this License Agreement.

(i) It is specifically understood and agreed that WAPA shall have no liability and WAPA assumes no responsibility for any liability, loss and/or damage resulting from injury or death of persons whomsoever, or damage to, loss, or destruction of property whatsoever, when such liability, injury, death, loss, or damage results from or in connection with the use of WAPA'S easement area by LICENSEE.

(j) This agreement shall be binding on the successors or assigns of the LICENSEE and WAPA.

LICENSEE
East Larimer County Water District
232 South Link Lane
Fort Collins, CO 80524
970-493-2044

THE UNITED STATES OF AMERICA
Western Area Power Administration
(800) 472-2306

Mike Scheid
General Manager

Kevin Ripplinger
Cheyenne Maintenance Manager
Rocky Mountain Region

LICENSEE
North Weld County Water District
32825 CR 39
Lucerne, CO 80646
970-356-3020

Tad Stout
President

Western Area Power Administration
 Rocky Mountain Region
 ATTN: Tracy Rogers, A9401
 P.O. Box 3700 Loveland, CO
 80539-3003
 (970) 237-9873

EXHIBIT A
 Page 1 of 8

NOTE: A minimum overhead clearance of at least 15 feet from the conductors must be maintained at all times.

RIGHT-OF-WAY USE APPLICATION

Date: 07/20/2023 Transmission Line: Poudre-Timnath 115-kV (ROW width 75')
Linden-Richards Lake 115-kV (ROW width 75')

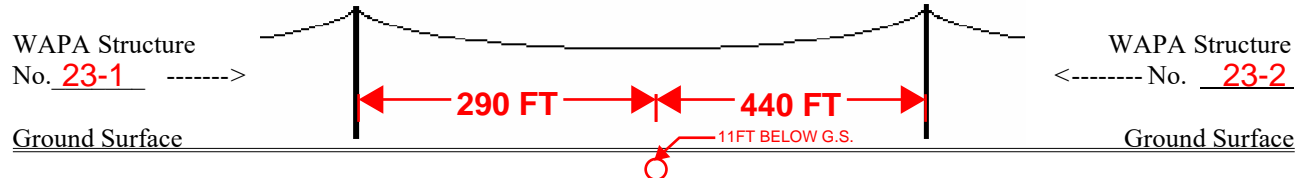
Description of Proposal (Narrative): 42" welded steel potable waterline crossing under WAPA's transmission line and 75-ft easement.

Location: Section 5, Township 7N, Range 68W, SIX (Meridian)

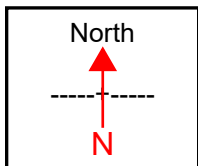
County: Larimer State: Colorado

Complete if applicable: Subdivision _____, Lot _____,
 Block _____, City _____

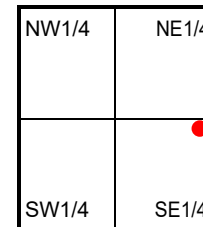
PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.



PLAN: Show the location and dimensions (in feet) of the proposed facility in relation to the center conductor of the transmission line.



Show NORTH by arrow at (+) in block at left and show approximate location in Section at right.



Attach other drawings and information as appropriate.

NOTE: Induced voltages and currents may occur on facilities constructed or placed under or near high voltage transmission lines, therefore, the Licensee shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the facilities described in this application.

Consultant DITESCO, LLC
 Name ANDREW WEST
 Telephone (719) 330 - 3057

Facility Owner/Company Name
EAST LARIMER COUNTY WATER DISTRICT
 Printed Associate Name
Randy Siddens
 Title
District Engineer
 Address
P.O. Box 2044
 City, State, Zip
Fort Collins, CO 80522
 Telephone () 970-493-2044

Facility Owner/Company Name
NORTH WELD COUNTY WATER DISTRICT
 Printed Associate Name

 Title

 Address

 City, State, Zip

 Telephone () _____

Western Area Power Administration
 Rocky Mountain Region
 ATTN: Tracy Rogers, A9401
 P.O. Box 3700 Loveland, CO
 80539-3003
 (970) 237-9873

EXHIBIT A
 Page 2 of 8

NOTE: A minimum overhead clearance of at least 15 feet from the conductors must be maintained at all times.

RIGHT-OF-WAY USE APPLICATION

Date: 7/17/2023 Transmission Line: Poudre-Timnath 115-kV (ROW width 75')
Linden-Richards Lake 115-kV (ROW width 75')

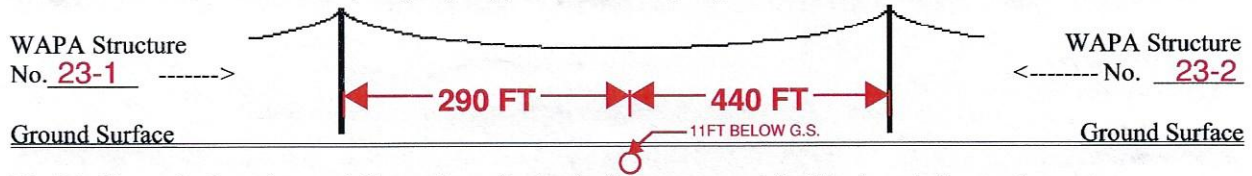
Description of Proposal (Narrative): 42" welded steel potable waterline crossing under WAPA's transmission line and 75-ft easement.

Location: Section 5, Township 7N, Range 68W, SIX (Meridian)

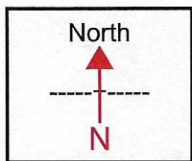
County: Larimer State: Colorado

Complete if applicable: Subdivision _____, Lot _____,
 Block _____, City _____

PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.

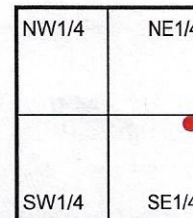


PLAN: Show the location and dimensions (in feet) of the proposed facility in relation to the center conductor of the transmission line.



Show NORTH by arrow at (+) in block at left and show approximate location in Section at right.

Attach other drawings and information as appropriate.



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Consultant DITESCO, LLC
 Name ANDREW WEST
 Telephone (719) 330 - 3057

Facility Owner/Company Name EAST LARIMER COUNTY WATER DISTRICT
 Printed Associate Name _____
 Title _____
 Address _____
 City, State, Zip _____
 Telephone () _____

Facility Owner/Company Name NORTH WELD COUNTY WATER DISTRICT
 Printed Associate Name President
 Title _____
 Address 32825 CR 39
 City, State, Zip Lucerne, CO 80646
 Telephone (970) 356-3020



ANHEUSER-BUSCH FOUNDATION

K AND M CO

T.7N R.68W

22-8

PD-TNH-115-kV

23-1

23-2

LDN-RLK-115-kV

Larimer County

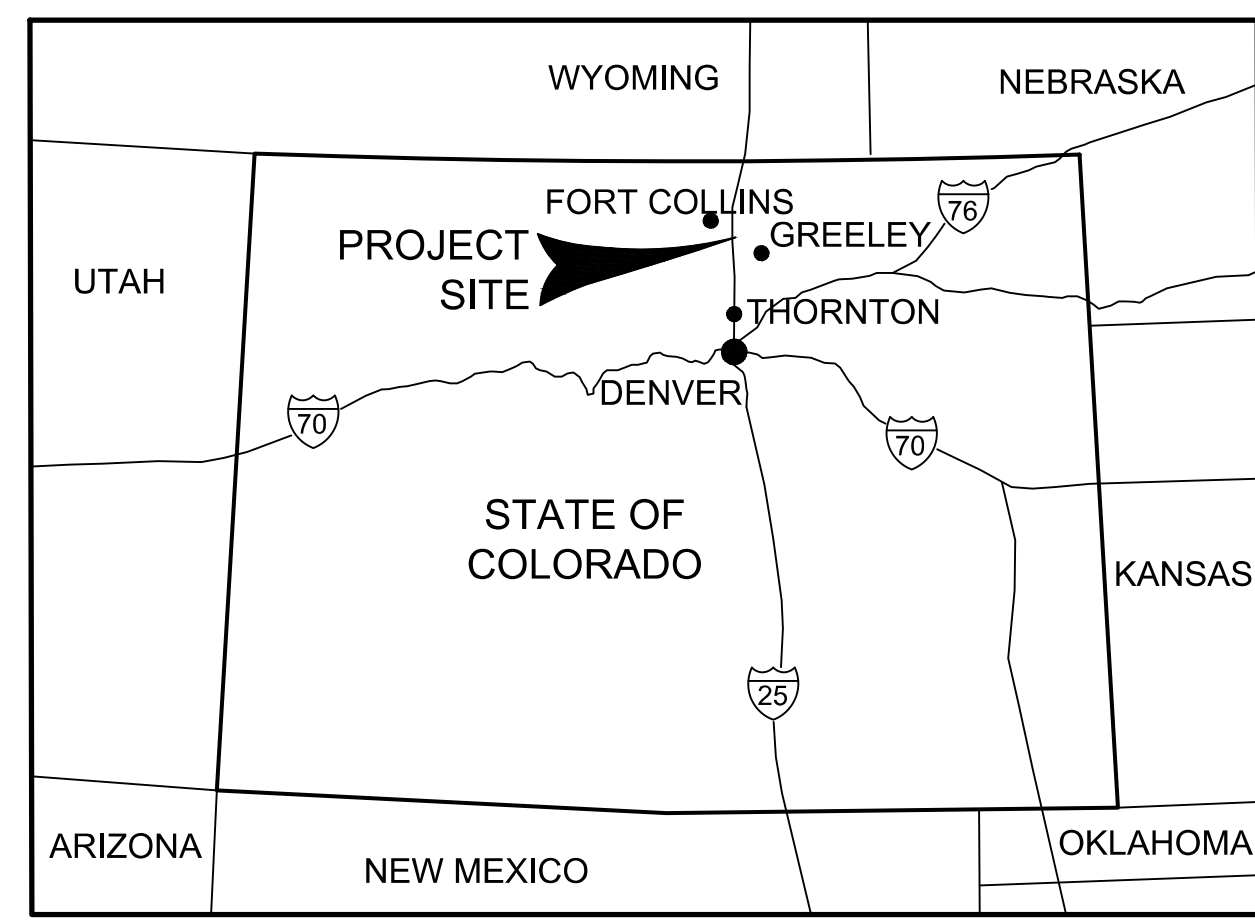
CITY OF FORT COLLINS

VINE FARM LIMITED PARTNERSHIP

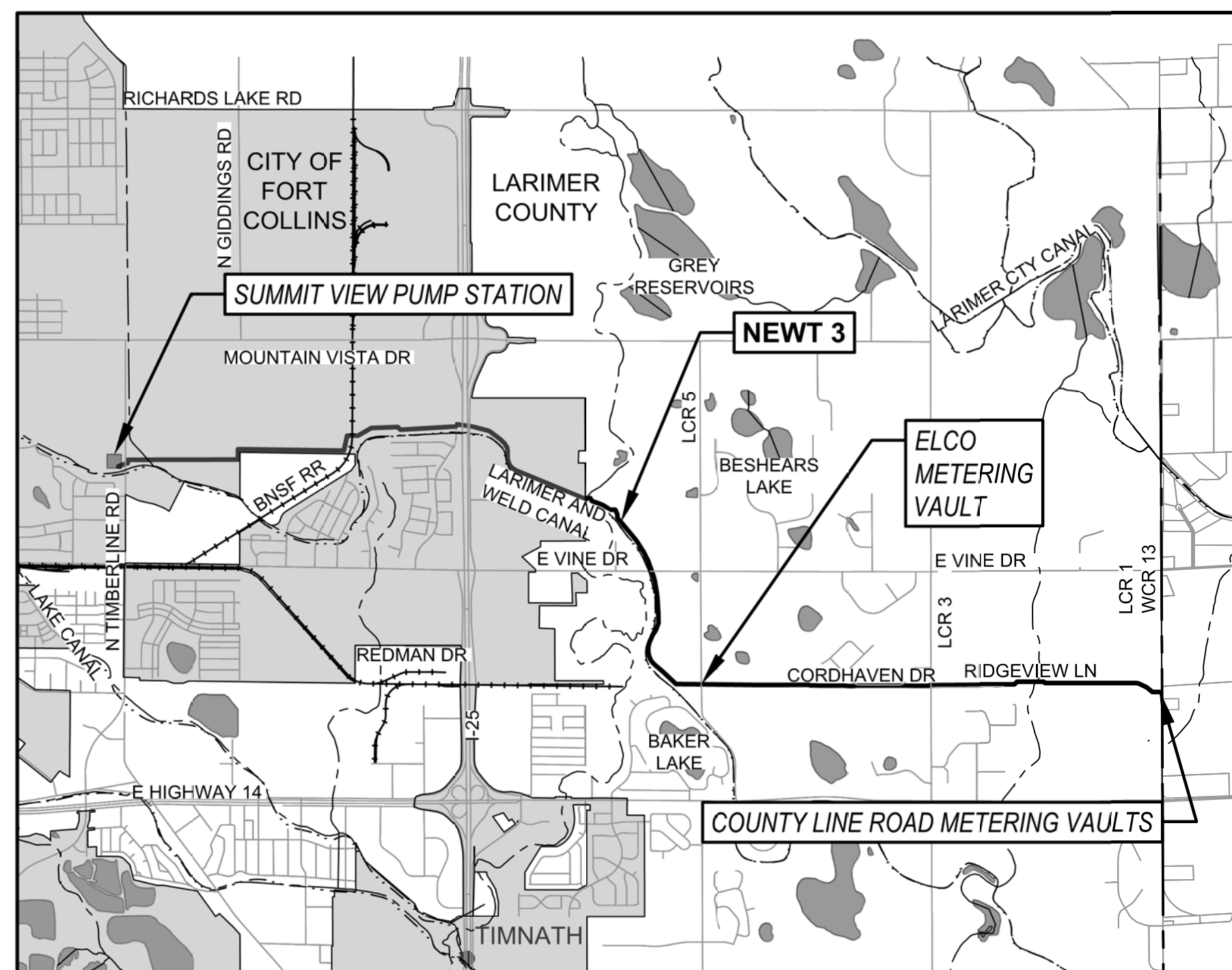
TIMBERVINE FARM LP



NORTH WELD COUNTY WATER DISTRICT EAST LARIMER COUNTY WATER DISTRICT NEWT PIPELINE PROJECT, PHASE 3 WORK PACKAGE NO. 2 42" WATER TRANSMISSION LINE



LOCATION MAP
SCALE: NTS



VICINITY MAP
SCALE: NTS

OWNER(S):
NORTH WELD COUNTY WATER DISTRICT
38825 COUNTY ROAD 39
LUCERNE, COLORADO 80646
(970) 356-3020

EAST LARIMER COUNTY WATER DISTRICT
232 SOUTH LINK LANE
FORT COLLINS, COLORADO 80524
(970) 493-2044

CONTRACTOR:
GARNEY CONSTRUCTION
7911 SHAFFER PARKWAY
LITTLETON, COLORADO 80127
(303) 791-3600

CONSTRUCTION MANAGER:
DITESCO PROJECT AND CONSTRUCTION SERVICES
2133 SOUTH TIMBERLINE ROAD, UNIT 110
FORT COLLINS, COLORADO 80525

ENGINEER:
PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, COLORADO 80129

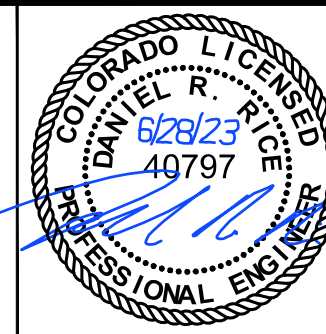
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DWG: Z:\Shared\2023\Projects\171016_13\9800 CAD\30% DESIGN\NEWT_302 SHEETS\171016_13_C-001-004.dwg USER: imartinez

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

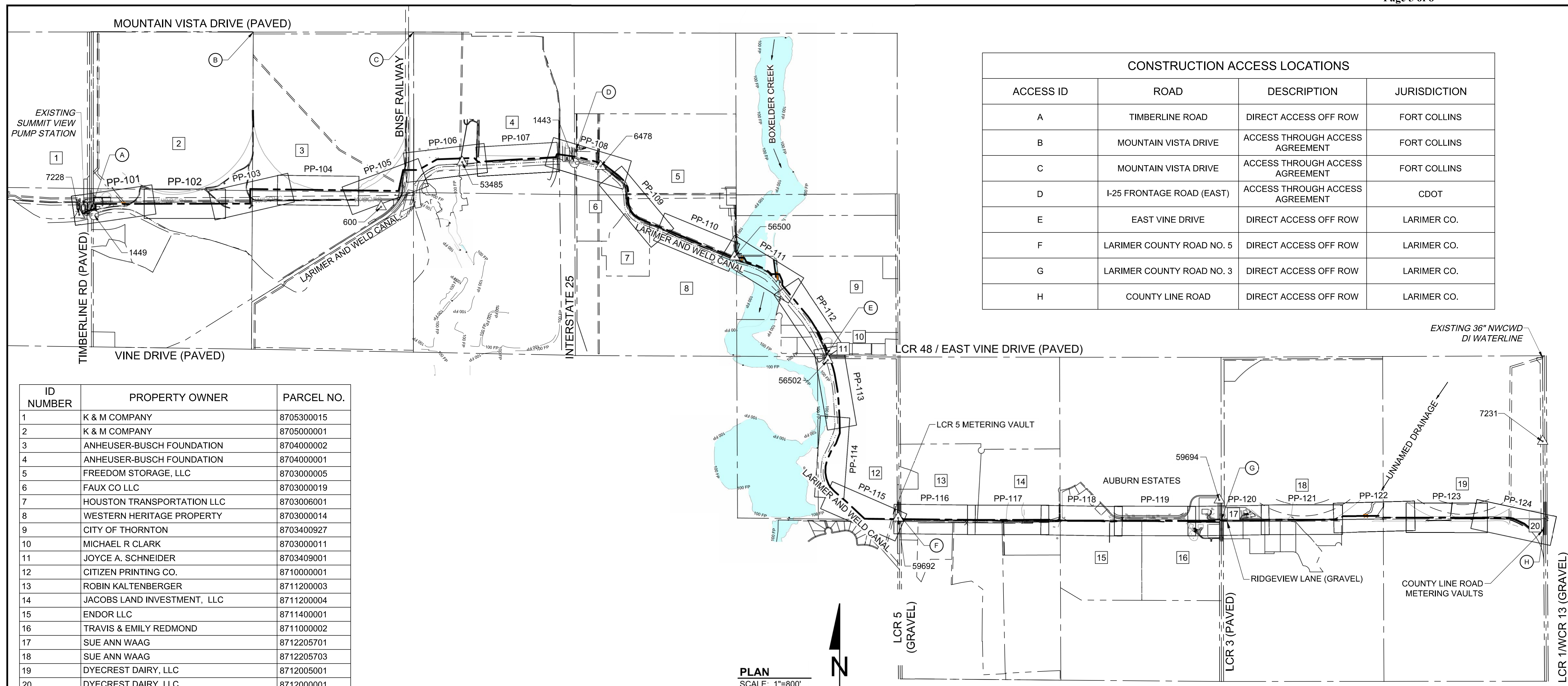
**FINAL FOR
CONSTRUCTION**
JUNE 28, 2023



**NEWT PIPELINE
PROJECT PHASE 3
WORK PACKAGE NO. 2**

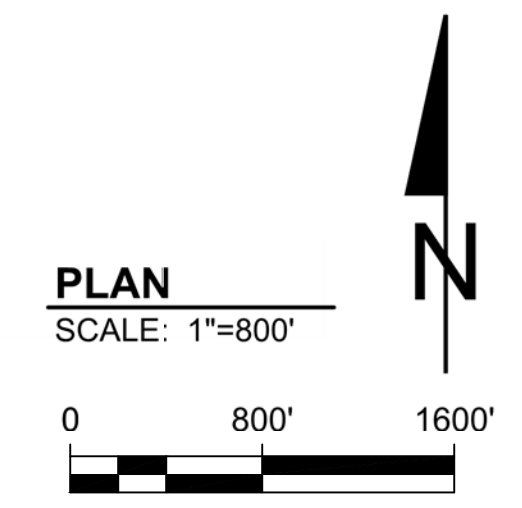
COVER SHEET

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	1 OF 109
DRAWING:	G-001



CONSTRUCTION ACCESS LOCATIONS			
ACCESS ID	ROAD	DESCRIPTION	JURISDICTION
A	TIMBERLINE ROAD	DIRECT ACCESS OFF ROW	FORT COLLINS
B	MOUNTAIN VISTA DRIVE	ACCESS THROUGH ACCESS AGREEMENT	FORT COLLINS
C	MOUNTAIN VISTA DRIVE	ACCESS THROUGH ACCESS AGREEMENT	FORT COLLINS
D	I-25 FRONTAGE ROAD (EAST)	ACCESS THROUGH ACCESS AGREEMENT	CDOT
E	EAST VINE DRIVE	DIRECT ACCESS OFF ROW	LARIMER CO.
F	LARIMER COUNTY ROAD NO. 5	DIRECT ACCESS OFF ROW	LARIMER CO.
G	LARIMER COUNTY ROAD NO. 3	DIRECT ACCESS OFF ROW	LARIMER CO.
H	COUNTY LINE ROAD	DIRECT ACCESS OFF ROW	LARIMER CO.

ID NUMBER	PROPERTY OWNER	PARCEL NO.
1	K & M COMPANY	8705300015
2	K & M COMPANY	8705000001
3	ANHEUSER-BUSCH FOUNDATION	8704000002
4	ANHEUSER-BUSCH FOUNDATION	8704000001
5	FREEDOM STORAGE, LLC	8703000005
6	FAUX CO LLC	8703000019
7	HOUSTON TRANSPORTATION LLC	8703006001
8	WESTERN HERITAGE PROPERTY	8703000014
9	CITY OF THORNTON	8703400927
10	MICHAEL R CLARK	8703000011
11	JOYCE A. SCHNEIDER	8703409001
12	CITIZEN PRINTING CO.	8710000001
13	ROBIN KALTENBERGER	8711200003
14	JACOBS LAND INVESTMENT, LLC	8711200004
15	ENDOR LLC	8711400001
16	TRAVIS & EMILY REDMOND	8711000002
17	SUE ANN WAAG	8712205701
18	SUE ANN WAAG	8712205703
19	DYECREST DAIRY, LLC	8712005001
20	DYECREST DAIRY, LLC	8712000001



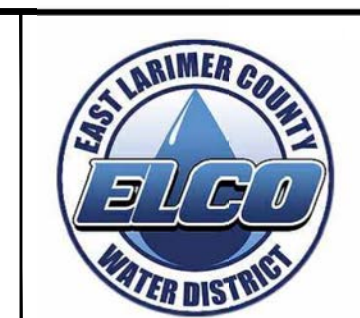
CONTROL POINTS TABLE				
PNT#	POINT ID	NORTHING	EASTING	ELEVATION (FT)
600	CP-MOUND	1463033.52	3136249.09	4991.00
1443	CITY OF FT COLLINS BENCHMARK "39-01"	1463748.13	3139402.45	4984.80
1449	CITY OF FT COLLINS BENCHMARK "92-3"	1462898.21	3131569.26	4988.87
6478	CP-FARM	1463691.25	3139827.58	4981.08
7228	CP-H20	1462900.36	3131328.86	4983.12
7231	CP-ROOSTER	1459209.68	3155188.91	5051.24
53485	CP-OUTFALL	1463761.65	3137570.35	4983.54
56500	CP-RB1	1462217.10	3142011.65	4978.59
56502	CP-CROP	1460533.61	3143531.60	4977.42
59692	CP-OWL	1457962.79	3144678.55	4996.13
59694	CP-HAWK	1458255.39	3149915.30	5021.19

PROJECT CONTROL INFORMATION

PROJECT IS IN MODIFIED COLORADO NORTH ZONE 0501 SPCS NAD 82 (2011) COORDINATES. TO REDUCE TO STATE PLANE, SCALE X,Y ONLY WITH COMBINED SCALE FACTOR 0.99973332 (INVERSE IS 1.00026675) ABOUT BASEPOINT 0,0.

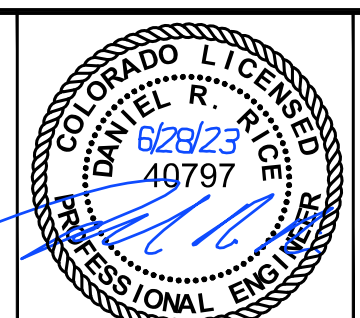
- LEGEND:**
- 100 YEAR FLOODPLAIN
 - PROPERTY LINE
 - PIPELINE
 - PROPERTY NUMBER
 - SITE ACCESS LOCATION NUMBER
 - SURVEY CONTROL POINT

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO. 80129
 (303) 997-5035
 www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

SHEET INDEX, PROPERTY OWNERS, ACCESS LOCATIONS, AND SURVEY CONTROL

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	5 OF 109
DRAWING:	G-101

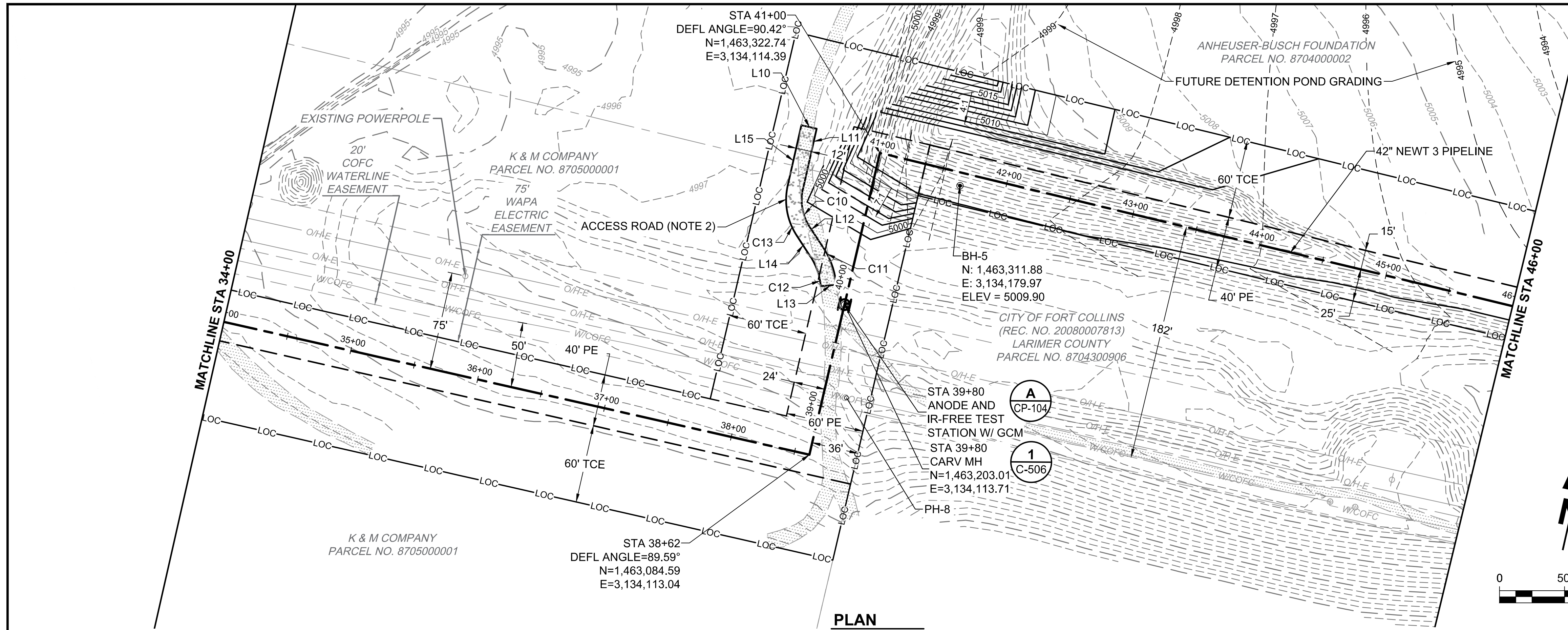
DATE: Jun 28, 2023, 5:05pm; DWG: Z:\Shared\Projects\171016.13\9900 CAD\3035 DESIGN\NEWT 302 SHEETS\G171016.13_G-101.dwg; USER: imartinez

ACCESS ROAD LINE & CURVE TABLE				
LINE #/CURVE #	DELTA	RADIUS	LENGTH	BEARING/DELTA
C10	045°56'00"	38.00'	30.46'	045°56'00"
C11	027°55'24"	62.00'	30.22'	027°55'24"
C12	027°55'24"	50.00'	24.37'	027°55'24"
C13	045°56'00"	50.00'	40.08'	045°56'00"
L10			12.00'	N89°55'00"E
L11			47.52'	S00°05'00"E
L12			19.28'	S46°01'00"E
L13			12.00'	S71°54'24"W
L14			19.28'	N46°01'00"W
L15			47.52'	N00°05'00"W

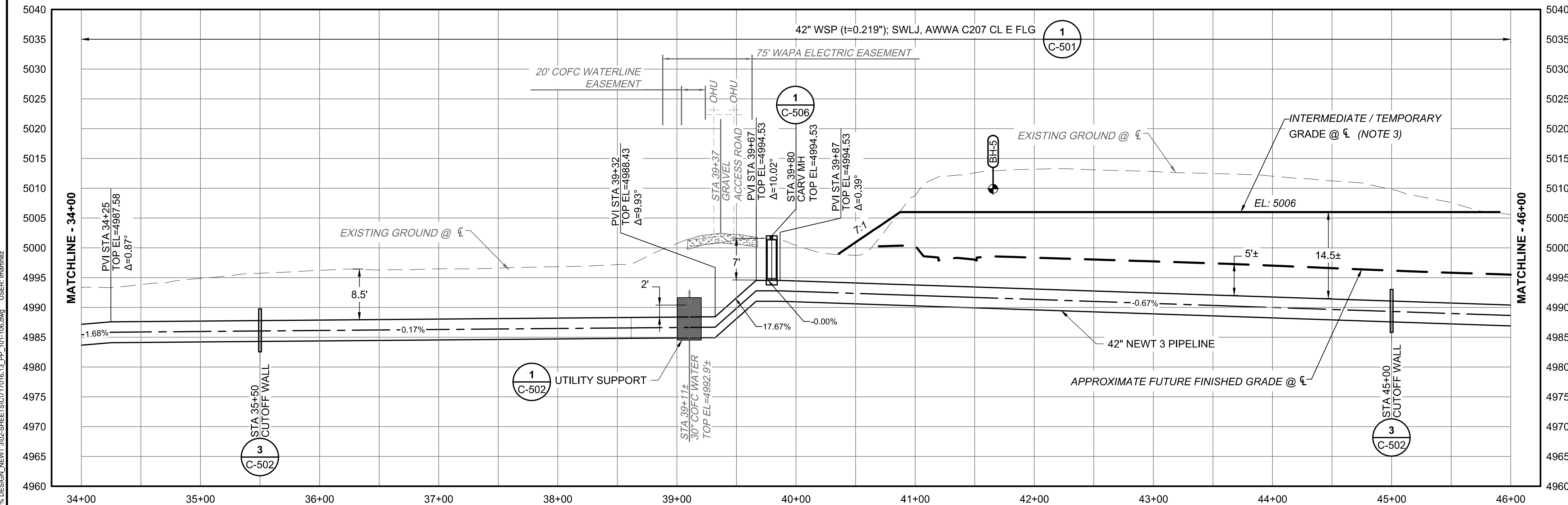
NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
- ACCESS ROAD TO BE RECONSTRUCTED AROUND GRADING AS SHOWN.
- PRIOR TO INSTALLING PIPE, CONTRACTOR TO REGRADE GROUND SURFACE TO INTERMEDIATE/TEMPORARY GRADE. FUTURE FINISHED GRADE TO BE PERFORMED BY OTHERS. PROPERTY OWNER WILL ALLOW EXCAVATED MATERIAL TO BE PLACED IN SOUTHWEST CORNER OF PROPERTY NORTH OF CONSTRUCTION LIMITS.

4
C-501



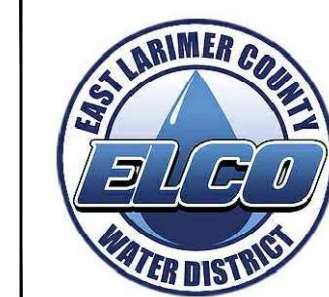
PLAN
SCALE: 1" = 50'



PROFILE
SCALE: 1"=50' H; 1"=10' V

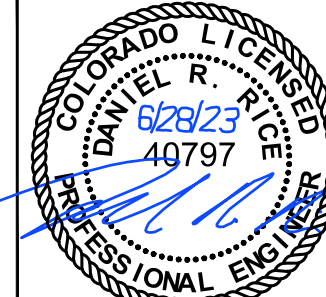
CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

PROVIDENCE INFRASTRUCTURE CONSULTANTS
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HIGHLANDS RANCH, CO 80129
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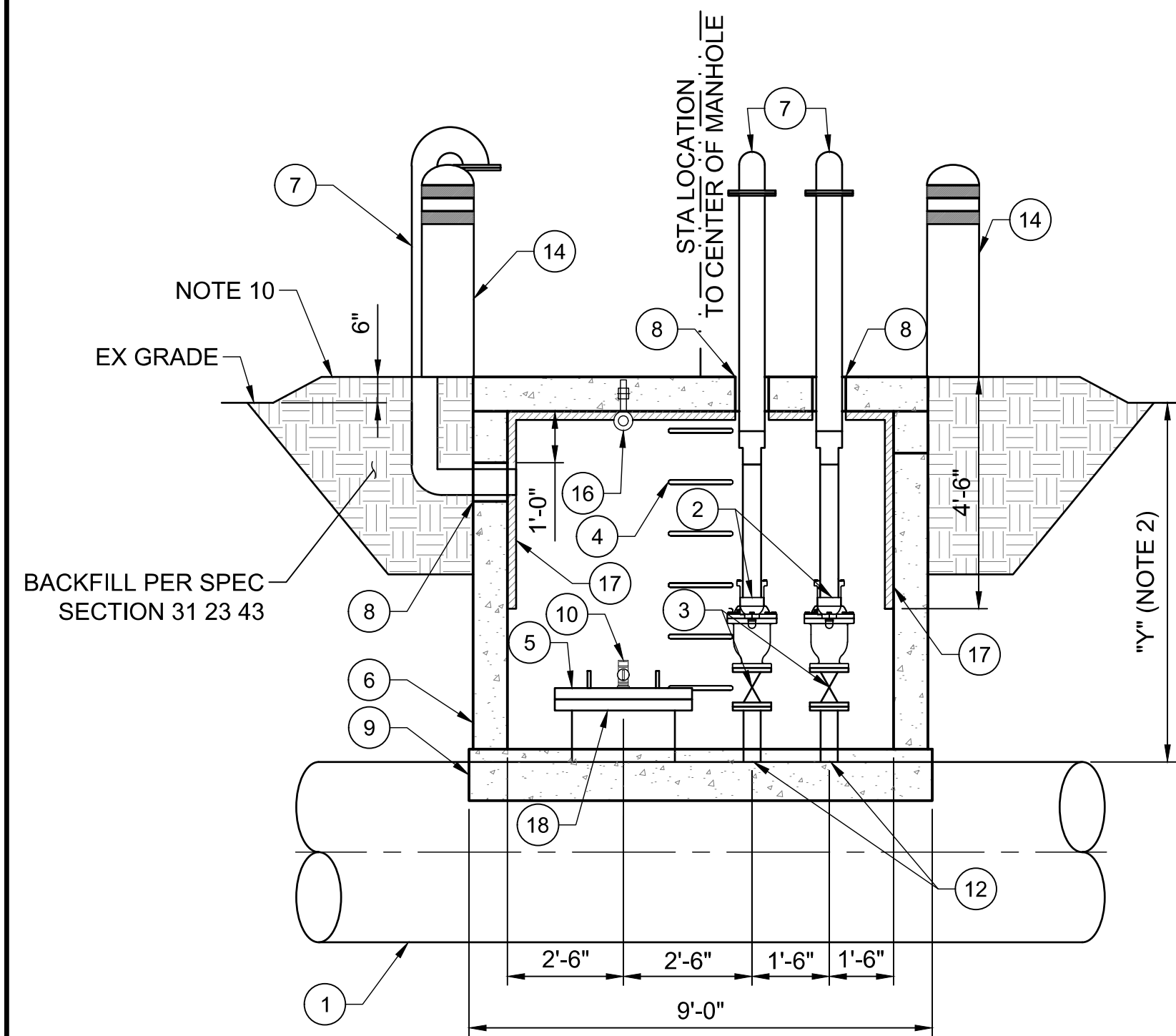


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

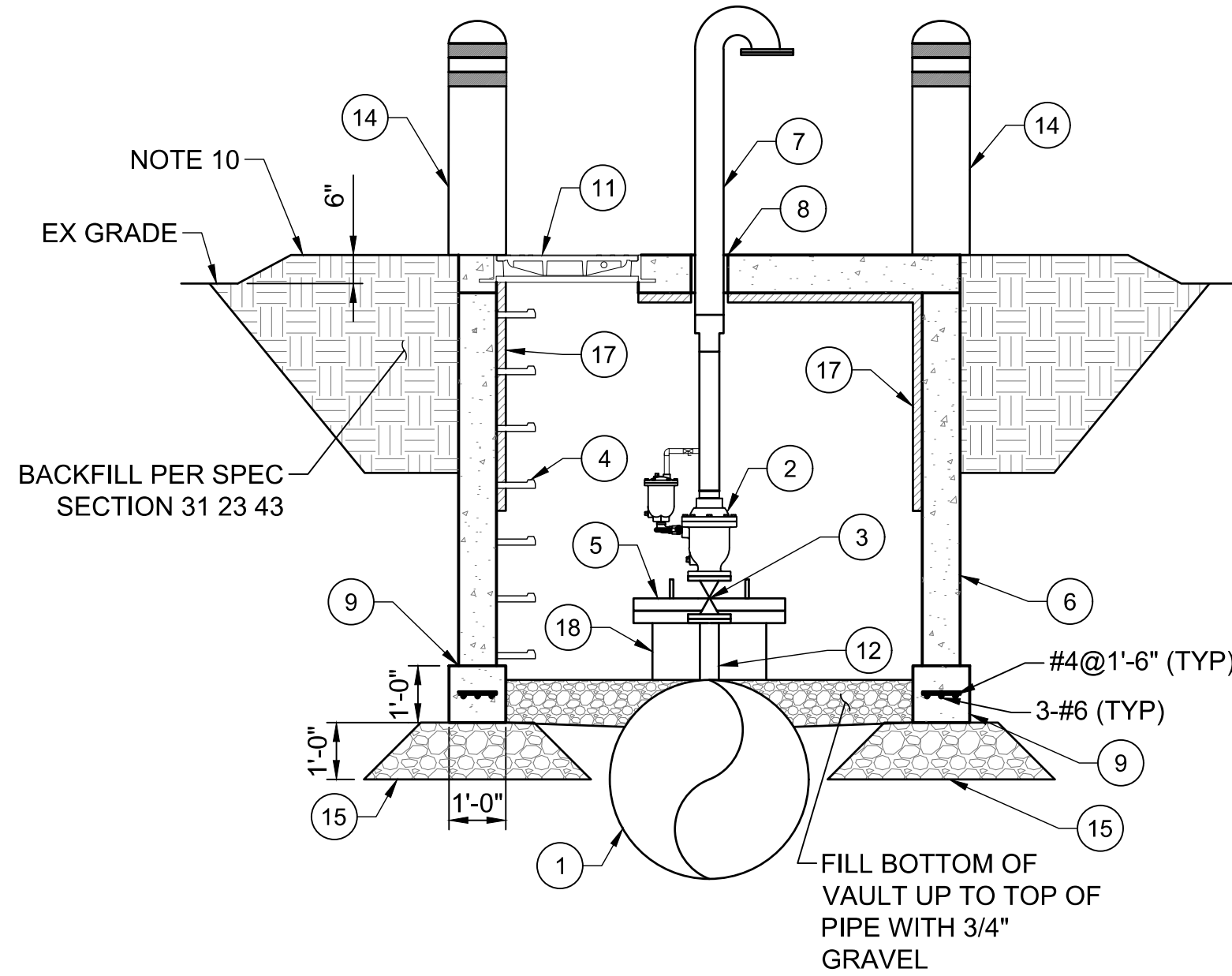
PLAN AND PROFILE STA 34+00 TO STA 46+00

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 11 OF 109

DRAWING: PP-103



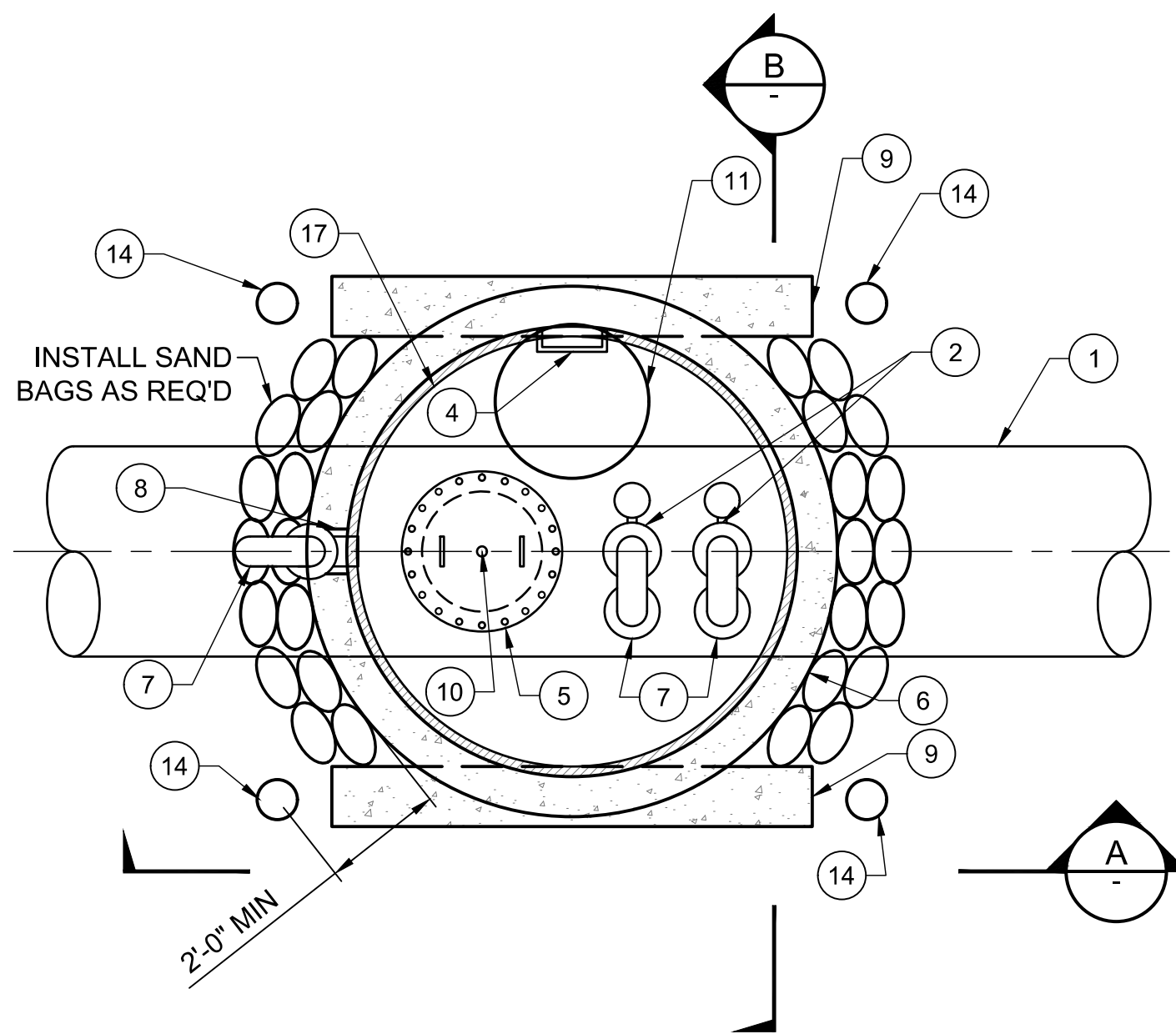
A SECTION
SCALE: NTS



B SECTION
SCALE: NTS

NOTES:

- SEE SPECIFICATION SECTION 03 42 10 FOR MANHOLE DESIGN.
- CONTRACTOR TO CONFIRM "Y" DIMENSION WITH GRADE PRIOR TO CONSTRUCTION.
- AIR VALVE SHALL BE DUAL BODY COMBINATION AIR VALVE W/ FLG'D OUTLET IN ACCORDANCE WITH SPEC SECTION 33 12 16. SEE TABLE THIS SHEET FOR VALVE/ORIFICE SIZE AND PRESSURE RATING.
- OUTLET PIPE AND GATE VALVE SHALL BE THE SAME DIAMETER AS THE AIR VALVE SIZE.
- REFER TO DRAWINGS FOR FLANGE CLASS.
- COAT ALL BOLTS WITH PETROLATUM BASED TAPE OR DENSO TAPE.
- PAINT ALL FERROUS METAL COMPONENTS INSIDE THE VAULT IN ACCORDANCE WITH SPECIFICATION SECTION 09 90 00, SYSTEM NO. 10.
- LOCATE VENT PIPES AND TEST STATIONS INSIDE BOLLARDS.
- NOT USED.
- BACKFILL AROUND TOP OF MANHOLE AND FEATHER INTO ONSITE EXISTING GRADE.
- PROVIDE WATER-TIGHT JOINTS BETWEEN ALL MANHOLE SECTIONS AND THE BASE SLAB.
- FORGED LIFTING EYE SHALL BE CAST INTO THE ROOF SLAB AND HAVE A MINIMUM UNFACTORED LOAD CAPACITY OF 1,500 LBS. PROVIDE THE MANUFACTURER RECOMMENDED EMBEDMENT DEPTH.
- COAT INTERIOR OF MANHOLE LID AND MANHOLE WALLS WITH A TWO-COMPONENT, CLOSED-CELL POLYURETHANE SPRAY FOAM INSULATION. THICKNESS AS REQUIRED TO REACH AN R VALUE OF 20. BASF SPRAYTITE, NATURAL POLYMERS NATURAL-THERM, OR APPROVED EQUAL. ENSURE AIR FLOW FROM VENT PIPE IS NOT IMPEDED BY FOAM.



1 COMBINATION AIR VALVE WITH MANWAY
SCALE: NTS

CARV MANHOLE SCHEDULE										
42" MAINLINE PIPE STATION	GENERAL LOCATION	DIMENSION "Y"	NO. VALVES	VACUUM VALVE SIZE (IN)	AIR RELEASE ORIFICE SIZE (IN)	ESTIMATED WORKING PRESSURE (PUMPED 50 MGD)	CARV MINIMUM PRESSURE RATING	CARV CONNECTION	LOCATION OF CARVs IN MH	LOCATION OF MANWAY IN MH
10+58	TIMBERLINE, EAST	70"	2	4	1/4	191	250	FL X FL	DOWNSTREAM / EAST	UPSTREAM / WEST
39+80	WAPA POWERLINE CROSSING	70"	2	4	1/4	176	250	FL X FL	UPSTREAM / SOUTH	DOWNSTREAM / NORTH
110+13	WAPA POWERLINE CROSSING	74"	2	4	1/4	171	250	FL X FL	UPSTREAM / NORTH	DOWNSTREAM / SOUTH
130+00	BOXELDER CREEK CROSSING	6'11"	2	4	1/4	169	250	FL X FL	DOWNSTREAM / EAST	UPSTREAM / WEST
145+53	CITY OF THORNTON PROP	70"	2	4	1/4	165	250	FL X FL	DOWNSTREAM / EAST	UPSTREAM / WEST
167+87	CITIZEN PRINTING	70"	2	4	5/16	157	200	FL X FL	DOWNSTREAM / SOUTH	UPSTREAM / NORTH
203+42	JACOBS	70"	2	4	5/16	139	200	FL X FL	DOWNSTREAM / EAST	UPSTREAM / WEST
TOTAL			14							

CARV EQUIPMENT AND MATERIALS LIST		
ID	DESCRIPTION	DETAIL / NOTE / SPEC REFERENCE
1	42" WSP	33 11 11
2	DUAL BODY COMBINATION AIR VALVE ASSEMBLY	33 12 16; SEE TABLE THIS SHEET FOR SIZE
3	4" FL GATE VALVE W/ HANDWHEEL	33 12 16
4	MANHOLE STEPS W/ PULL UP SAFETY POST (BILCO LU-3 OR EQUAL)	1/C-505
5	24" OUTLET WITH BLIND FLANGE WITH LIFTING LUGS	33 11 11, 3/C-504
6	8 FT CONCRETE MANHOLE	03 42 10
7	VENT	6/C-509
8	MODULAR MECHANICAL SEAL PIPE PENETRATION	33 11 04, 2/C-509
9	12"W X 9"L X 12"H CONCRETE BEAM	03 40 00
10	2" IP THREADED OUTLET WITH BALL VALVE	33 12 16
11	30" MANHOLE RING AND COVER W/ INNER FROST PROOF LID	03 42 10
12	4" FLANGED OUTLET	3/C-504, NOTES 4 & 5
13	NOT USED	-
14	BOLLARD	5/C-509
15	CRUSHED ROCK BASE	31 23 23
16	FORGED LIFTING EYE	NOTE 12
17	SPRAY FOAM INSULATION	NOTE 13
18	24" FLANGED OUTLET	3/C-504, NOTES 4 & 5

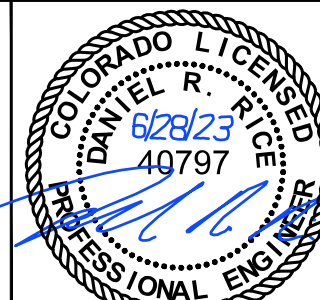
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PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
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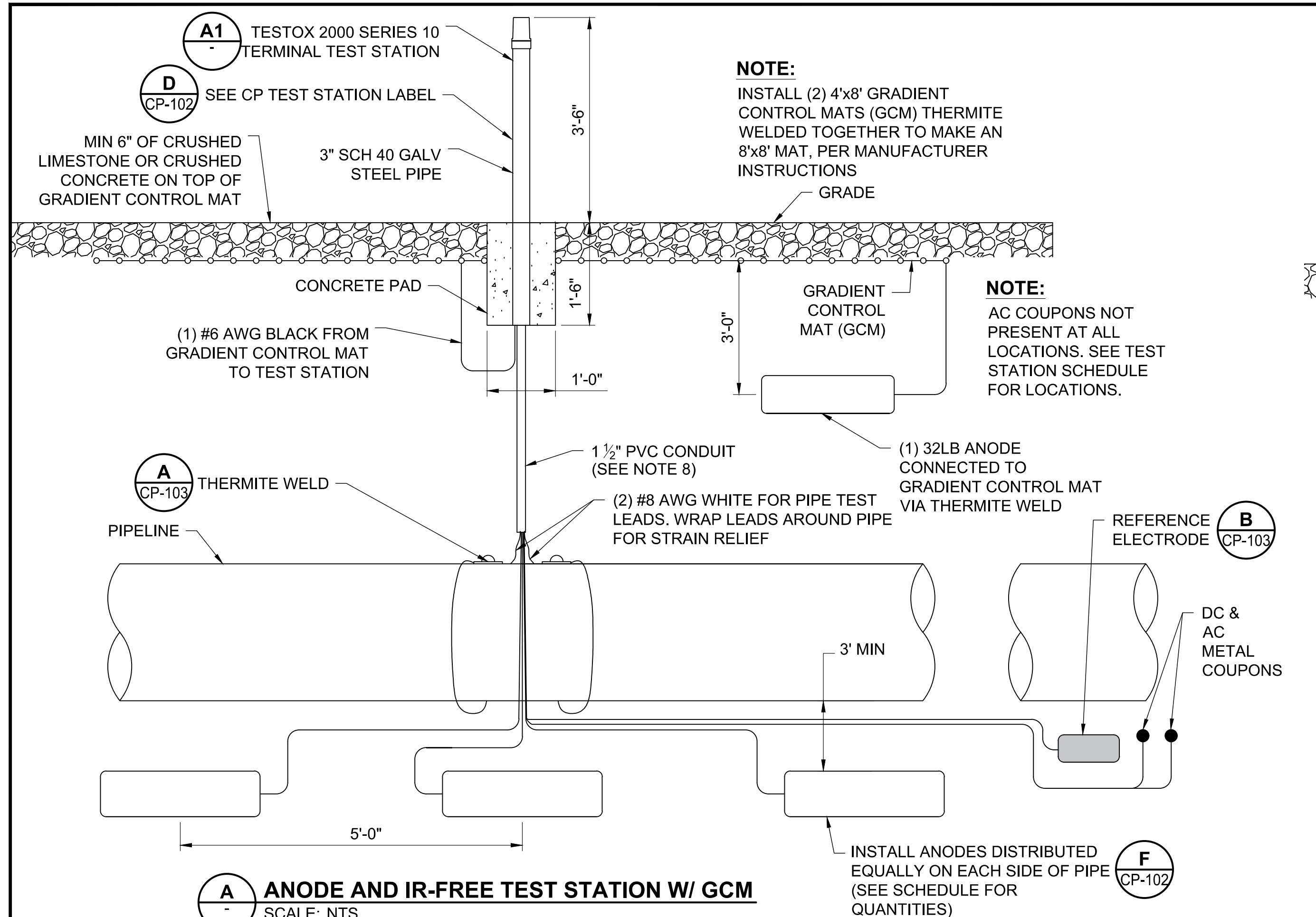
FINAL FOR CONSTRUCTION
JUNE 28, 2023



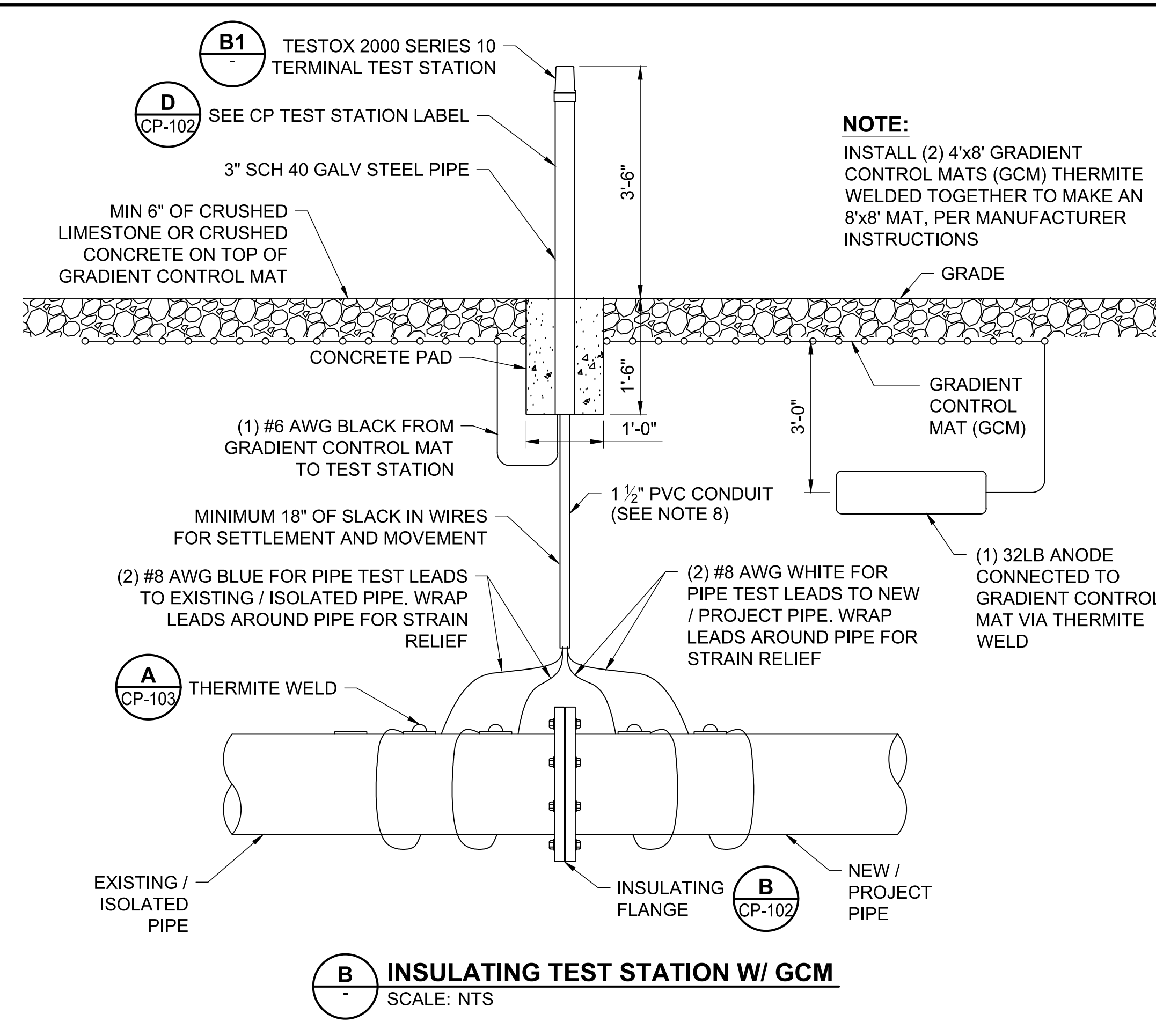
NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	57 OF 109
DRAWING:	C-506

CIVIL DETAILS



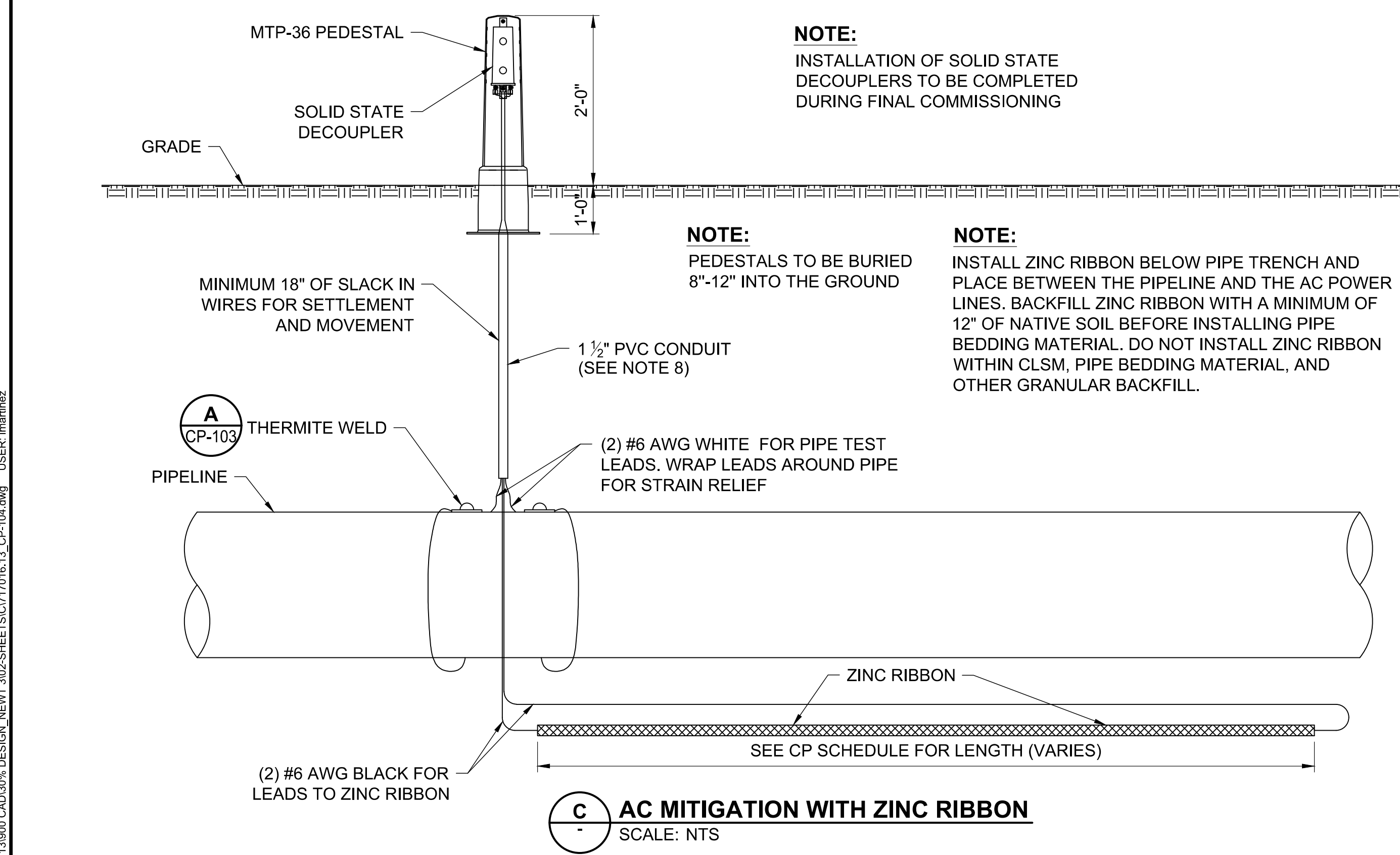
A ANODE AND IR-FREE TEST STATION W/ GCM
SCALE: NTS



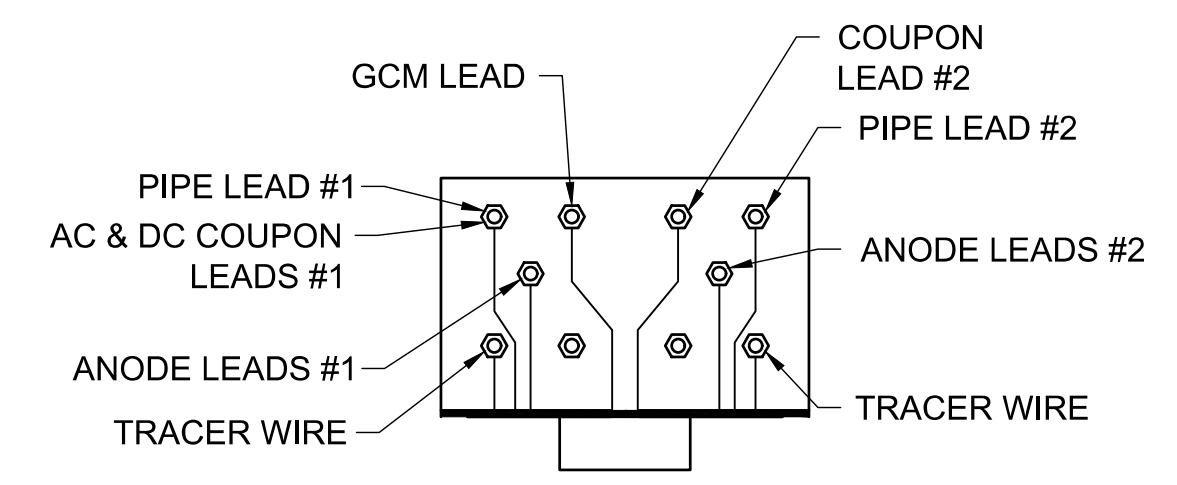
B INSULATING TEST STATION W/ GCM
SCALE: NTS

GENERAL NOTES:

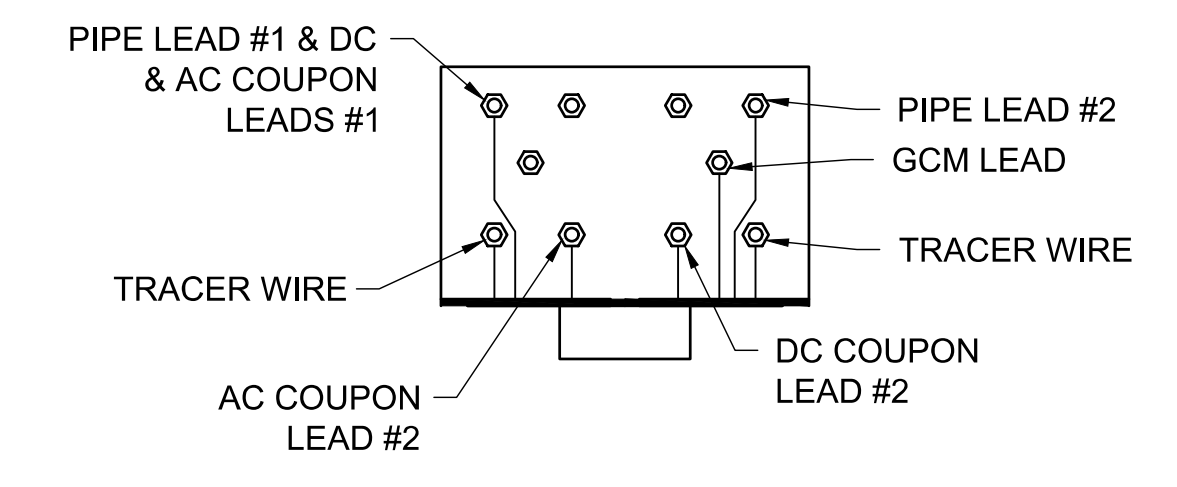
- CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLANS FOR THIS PROJECT AND ACTUAL FIELD CONDITIONS WHICH MAY INTERFERE WITH THIS PROJECT.
- ALL WORK SHALL BE NEW UNLESS OTHERWISE INDICATED.
- NO BELOW GRADE SPLICING OF WIRES IS ALLOWED WITHOUT PRIOR APPROVAL FROM THE ENGINEER. CONTRACTOR SHALL ENSURE ALL WIRES ARE OF SUFFICIENT LENGTH FOR EACH INTENDED APPLICATION.
- INSTALL REFERENCE ELECTRODES AND COUPONS 6 INCHES FROM EDGE OF PIPE AND PLACE BELOW THE SPRINGLINE OF THE PIPE. COUPONS SHALL CONSIST OF THE SAME MATERIAL AS THE PIPE AT THE LOCATION OF INSTALLATION.
- REMOVE ANODES AND REFERENCE ELECTRODES FROM PLASTIC OR OTHER SHIPPING BAG AND POSITION ACCORDING TO DETAIL DRAWINGS. DO NOT REMOVE CLOTH SACK.
- INSTALL ANODES A MINIMUM OF 18 INCHES FROM EDGE OF PIPE OR ANY OTHER METALLIC OBJECT AND PLACE BELOW THE INVERT OF THE PIPE.
- BACKFILL WITH NATIVE SOIL A MINIMUM OF 12 INCHES AROUND ANY REFERENCE ELECTRODES, COUPONS, OR ANODES THEN FLOOD EACH WITH A MINIMUM OF 5 GALLONS OF FRESH WATER. AFTER WATER ABSORPTION, CONTINUE BACKFILLING AS PER SPECIFICATIONS.
- ROUTE ALL TEST LEADS AND ANODE WIRES IN 1/2 INCH CONDUIT BETWEEN THE PIPE AND THE TEST STATION BASE. THE CONDUIT WILL ALSO AID THE INSTALLER AS THE PIPELINE IS PADDED AND BACKFILLED BY PROVIDING MEANS TO LEAN THE TEST STATION AGAINST THE TRENCH WALL.
- INSTALL TEST STATIONS OVER THE CENTERLINE OF THE PIPE AND PLACE IN PROTECTED LOCATIONS (NEXT TO FENCES, APPURTENANCES, OUT OF ROADWAYS, ETC.) OR OTHER EASILY ACCESSIBLE AREAS.
- PIPELINE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ELECTRICAL ISOLATION OF THE NEW PIPELINE FROM EXISTING PIPELINES, CONCRETE REBAR, ELECTRICAL GROUNDING, CASINGS, PIPE SUPPORTS, OR OTHER METALLIC STRUCTURES.
- DURING BACKFILL, INSTALL CATHODIC PROTECTION WARNING TAPE 12-18 INCHES ABOVE ANY CATHODIC PROTECTION WIRES OR DEVICES.
- TYPICAL WIRE INSULATION COLORS:
WHITE = NEW / PROJECT PIPE
BLUE = EXISTING / ISOLATED PIPE
RED = FOREIGN PIPE
ORANGE = CASING PIPE
GREEN = METALLIC COUPON
BLACK = JOINT OR CONTINUITY BOND / GCM
YELLOW = REFERENCE ELECTRODE
- SEE PROJECT SPECIFICATIONS FOR FURTHER INFORMATION.



C AC MITIGATION WITH ZINC RIBBON
SCALE: NTS



A1 TERMINAL BOARD LAYOUT
SCALE: NTS

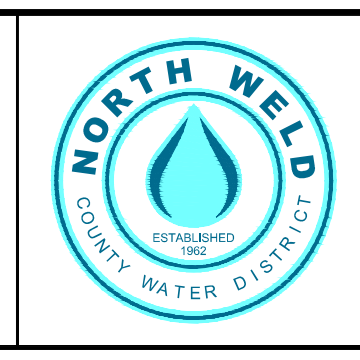


B1 TERMINAL BOARD LAYOUT
SCALE: NTS



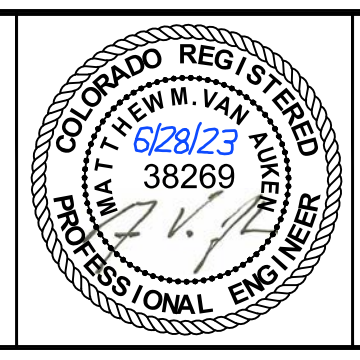
DATE: Jun 28, 2023 5:13pm; USER: imahitaz; PROJECT: 171016.13; SHEET: CP-104; DRAWING: W. DAUGHTRY; DESIGNER: W. JENKINS; APPROVED BY: M. VAN AUKEN; SHEET: 69 OF 109; DRAWING: CP-104

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

CATHODIC PROTECTION AC MITIGATION TEST STATION DETAILS

PROJECT:	171016.13
DRAWN BY:	W. DAUGHTRY
DESIGNER:	W. JENKINS
APPROVED BY:	M. VAN AUKEN
SHEET:	69 OF 109
DRAWING:	CP-104

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Poudre-Timnath 115-kV Transmission Line
NWSW Section 3, Township 7 North, Range 68 West
6th Principal Meridian, Larimer County, Colorado

Vicinity of Structure 24/2 – 24/3
Approx. Station No. 3756+52

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2023, between EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (LICENSEE'S), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WAPA), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs that the buried 42" welded steel potable waterline (FACILITY), proposed TOGETHER WITH THE INSTALLATION OF ABOVE GROUND MARKERS by the LICENSEE will not interfere with the operation and maintenance of the Poudre-Timnath 115-kV Transmission Line, if constructed in the manner and at the locations shown on Exhibit A, attached hereto and made a part hereof.

In consideration of WAPA'S concurrence, the LICENSEE agrees to the following:

- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WAPA, to accommodate future modifications of WAPA'S facilities, including but not limited to, upgrades of the transmission line.
- (c) Please note that the easement width is 75 feet (37.5 feet each side of the centerline). Reconstruction, operation, and maintenance of the transmission line requires that WAPA use heavy equipment within the easement area, therefore, WAPA will not be held liable for damages to the FACILITY should they occur. In addition, the pipeline should be installed in such a manner as to withstand heavy equipment in the easement area.
- (d) LICENSEE shall install above ground markers indicating the location of the buried FACILITY and maintain such above ground markers for the life of the FACILITY.
- (e) **Within WAPA's Right of Way, WAPA shall have access over this facility with vehicles that have a 32kip axle load.**

IF HEAVY EQUIPMENT WILL BE OPERATING UNDER THE LINE.

Post signs, "Caution – Overhead High Voltage Transmission Lines".

(f) LICENSEE shall notify WAPA at least 15 business days prior to commencing installation of the FACILITY to permit inspection by WAPA. Contact Ron Miller in WAPA'S Cheyenne Office, (307) 286-9047.

(g) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.

(h) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation, and maintenance of the FACILITY described in this License Agreement.

(i) It is specifically understood and agreed that WAPA shall have no liability and WAPA assumes no responsibility for any liability, loss and/or damage resulting from injury or death of persons whomsoever, or damage to, loss, or destruction of property whatsoever, when such liability, injury, death, loss, or damage results from or in connection with the use of WAPA'S easement area by LICENSEE.

(j) This agreement shall be binding on the successors or assigns of the LICENSEE and WAPA.

LICENSEE
East Larimer County Water District
232 South Link Lane
Fort Collins, CO 80524
970-493-2044

THE UNITED STATES OF AMERICA
Western Area Power Administration
(800) 472-2306

Mike Scheid
General Manager

Kevin Ripplinger
Cheyenne Maintenance Manager
Rocky Mountain Region

LICENSEE
North Weld County Water District
32825 CR 39
Lucerne, CO 80646
970-356-3020

Tad Stout
President

Western Area Power Administration
 Rocky Mountain Region
 ATTN: Tracy Rogers, A9401
 P.O. Box 3700 Loveland, CO
 80539-3003
 (970) 237-9873

EXHIBIT A
 Page 1 of 7

NOTE: A minimum overhead clearance of at least 15 feet from the conductors must be maintained at all times.

RIGHT-OF-WAY USE APPLICATION

Date: 07/20/2023 Transmission Line: Poudre-Timnath 115-kV (ROW width 75')

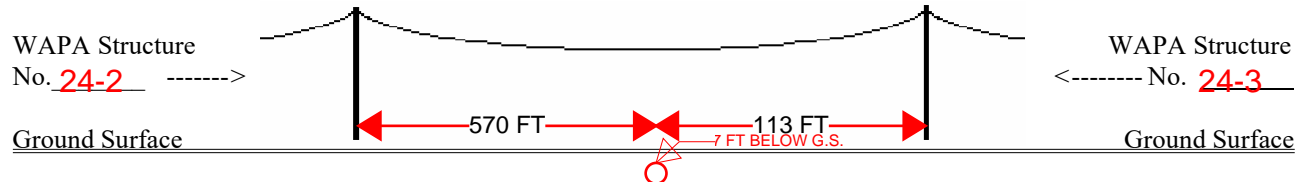
Description of Proposal (Narrative): 42" welded steel potable waterline crossing under WAPA's transmission line and 75-ft easement. No above ground facilities are proposed within easement.

Location: Section 3, Township 7N, Range 68W, SIX (Meridian)

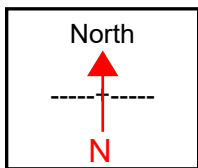
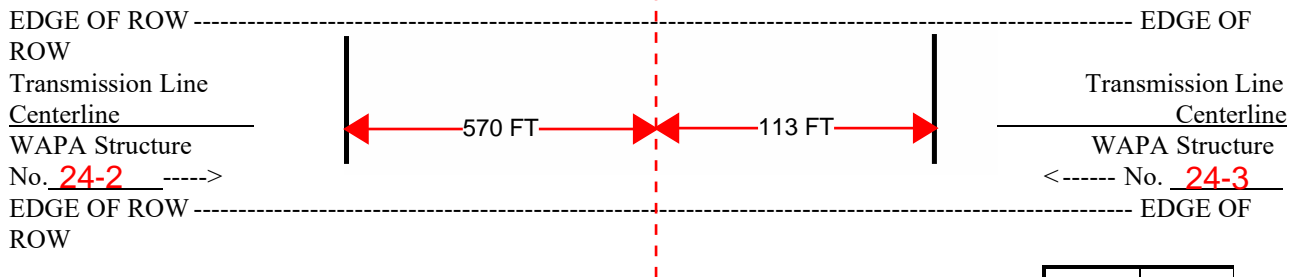
County: Larimer State: Colorado

Complete if applicable: Subdivision _____, Lot _____,
 Block _____, City _____

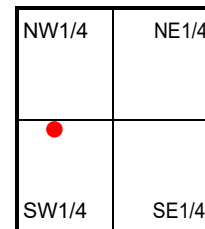
PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.



PLAN: Show the location and dimensions (in feet) of the proposed facility in relation to the center conductor of the transmission line.



Show NORTH by arrow at (+) in block at left and show approximate location in Section at right.



Attach other drawings and information as appropriate.

NOTE: Induced voltages and currents may occur on facilities constructed or placed under or near high voltage transmission lines, therefore, the Licensee shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the facilities described in this application.

Consultant <u>DITESCO, LLC</u>	Facility Owner/Company Name <u>EAST LARIMER COUNTY WATER DISTRICT</u>	Facility Owner/Company Name <u>NORTH WELD COUNTY WATER DISTRICT</u>
Name <u>ANDREW WEST</u>	Printed Associate Name <u>Randy Siddens</u>	Printed Associate Name _____
Telephone (719) <u>330 - 3057</u>	Title <u>District Engineer</u>	Title _____
	Address <u>P.O. Box 2044</u>	Address _____
	City, State, Zip <u>Fort Collins, CO 80522</u>	City, State, Zip _____
	Telephone () <u>970-493-2044</u>	Telephone () _____

Western Area Power Administration
 Rocky Mountain Region
 ATTN: Tracy Rogers, A9401
 P.O. Box 3700 Loveland, CO
 80539-3003
 (970) 237-9873

EXHIBIT A
 Page 2 of 7

NOTE: A minimum overhead clearance of at least 15 feet from the conductors must be maintained at all times.

RIGHT-OF-WAY USE APPLICATION

Date: 7/17/2023 Transmission Line: Poudre-Timnath 115-kV (ROW width 75')

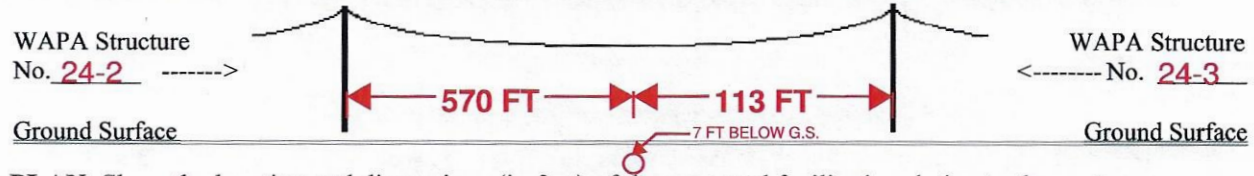
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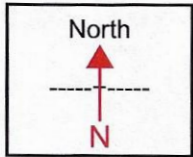
County: Larimer State: Colorado

Complete if applicable: Subdivision _____, Lot _____, Block _____, City _____

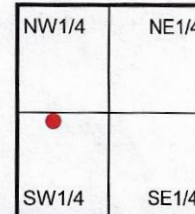
PROFILE: Show the location, height (feet), and distance (feet) from the nearest transmission line structure.



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Show NORTH by arrow at (+) in block at left and show approximate location in Section at right.



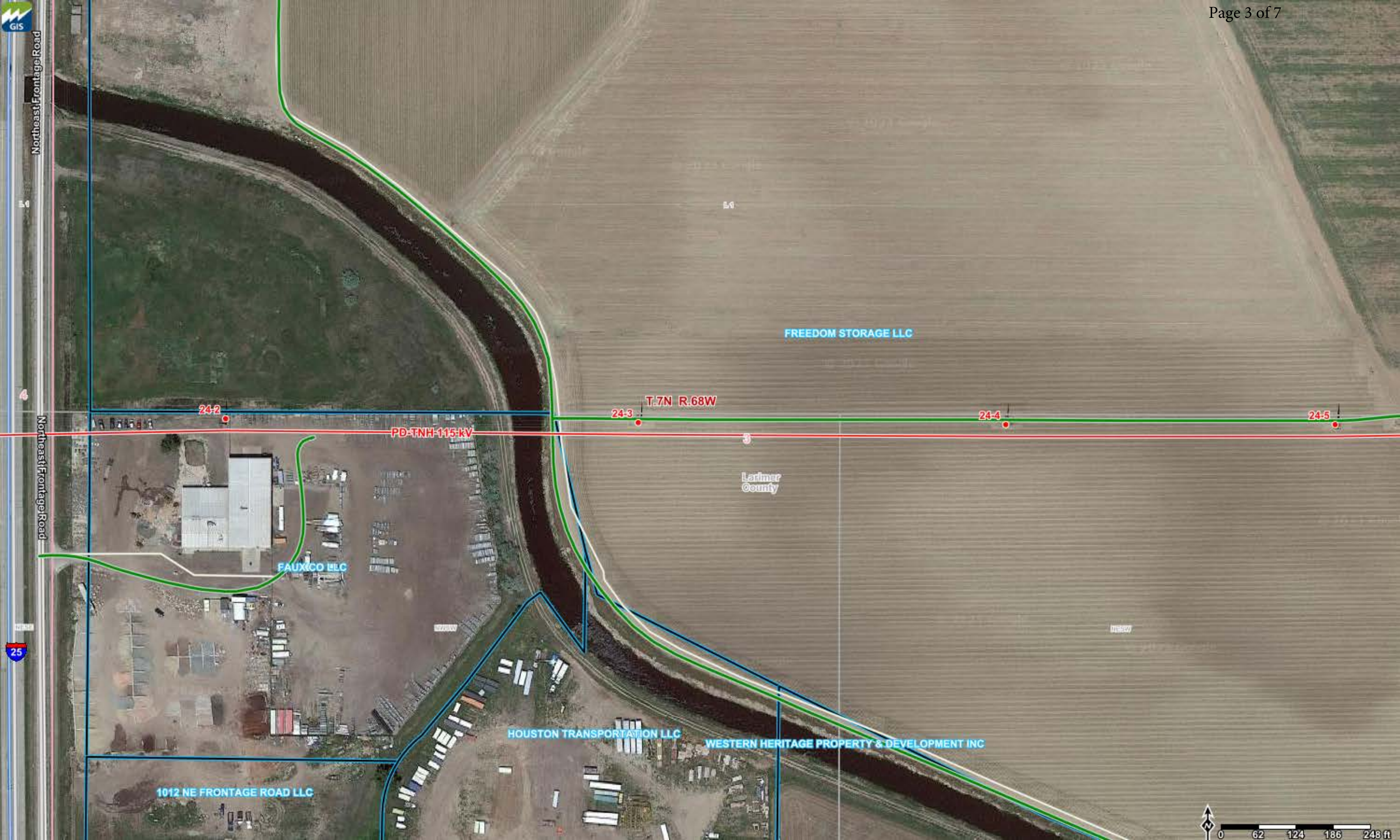
Attach other drawings and information as appropriate.

NOTE: Induced voltages and currents may occur on facilities constructed or placed under or near high voltage transmission lines, therefore, the Licensee shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the facilities described in this application.

Consultant DITESCO, LLC
 Name ANDREW WEST
 Telephone (719) 330 - 3057

Facility Owner/Company Name EAST LARIMER COUNTY WATER DISTRICT
 Printed Associate Name _____
 Title _____
 Address _____
 City, State, Zip _____
 Telephone () _____

Facility Owner/Company Name NORTH WELD COUNTY WATER DISTRICT
 Printed Associate Name JAD Stout
 Title _____
 Address 32825 CR 39
 City, State, Zip Lucerne, CO 80646
 Telephone (970) 356-3220



Northeast Frontage Road

Northeast Frontage Road

25

1012 NE FRONTAGE ROAD LLC

FAUXICO LLC

HOUSTON TRANSPORTATION LLC

WESTERN HERITAGE PROPERTY & DEVELOPMENT INC

FREEDOM STORAGE LLC

PD-TNH-115-kV

T.7N R.68W

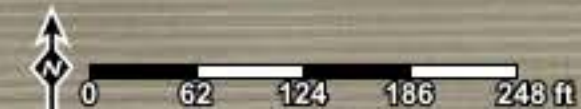
Larimer County

24-2

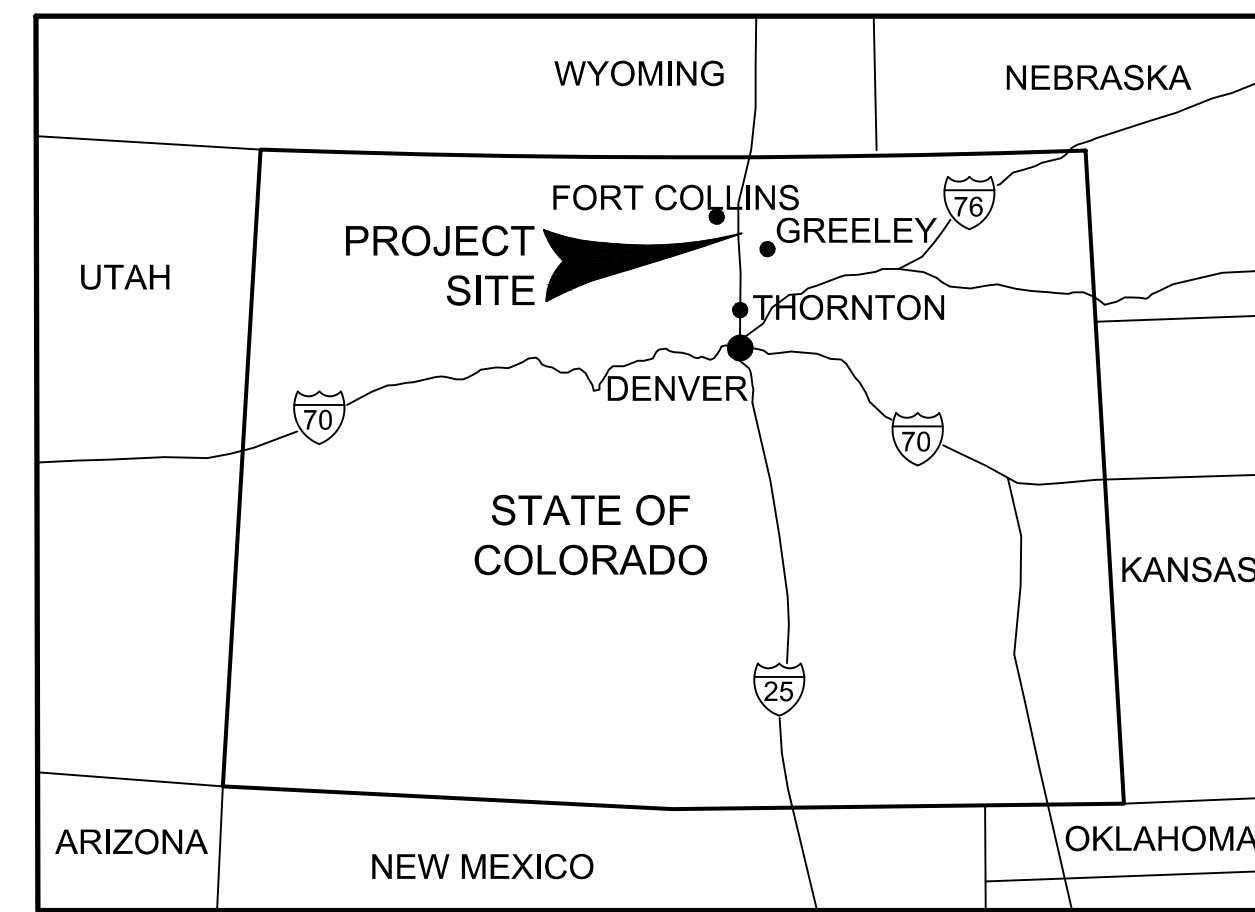
24-3

24-4

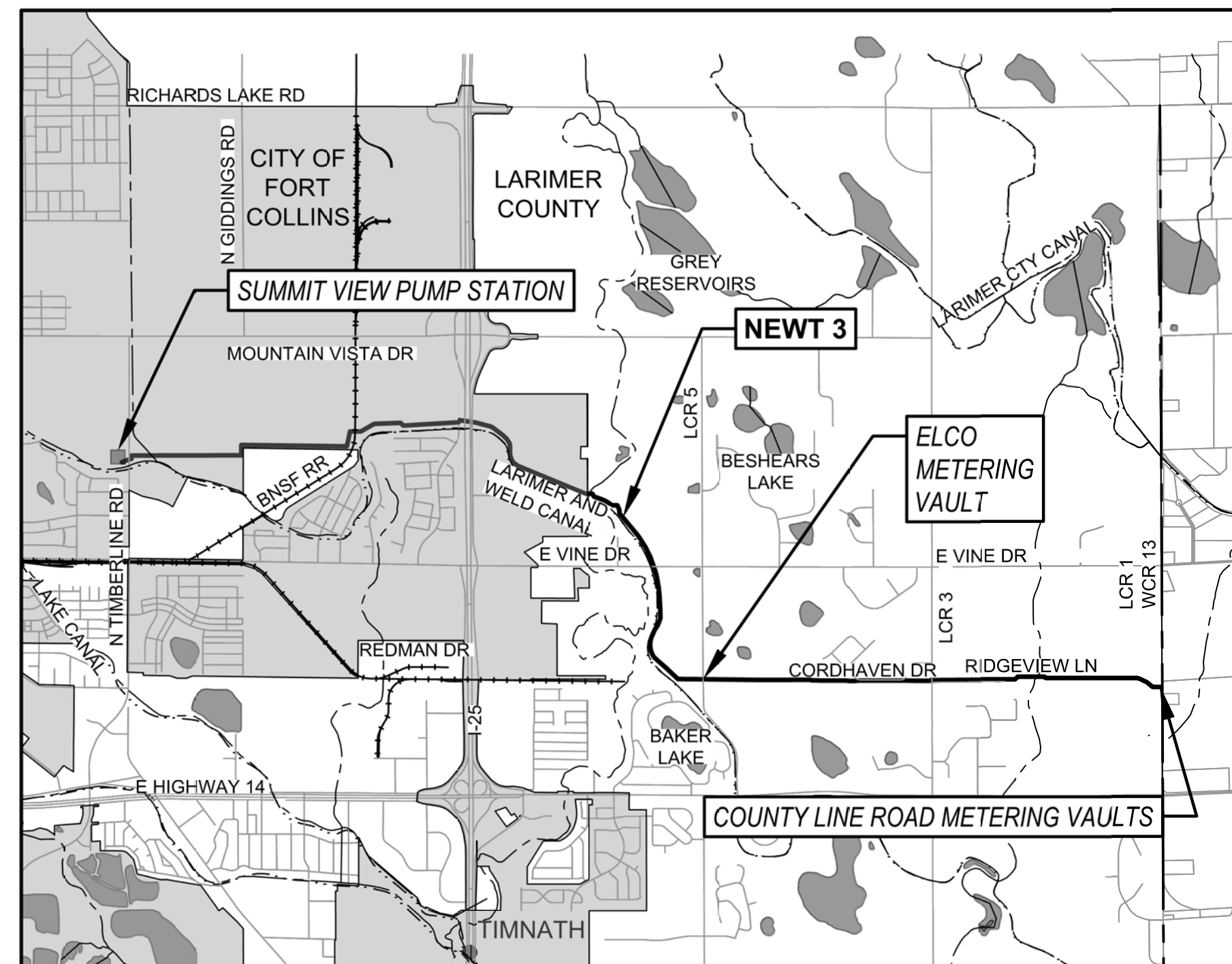
24-5



NORTH WELD COUNTY WATER DISTRICT EAST LARIMER COUNTY WATER DISTRICT NEWT PIPELINE PROJECT, PHASE 3 WORK PACKAGE NO. 2 42" WATER TRANSMISSION LINE



LOCATION MAP
SCALE: NTS



VICINITY MAP
SCALE: NTS

OWNER(S):
NORTH WELD COUNTY WATER DISTRICT
38825 COUNTY ROAD 39
LUCERNE, COLORADO 80646
(970) 356-3020

EAST LARIMER COUNTY WATER DISTRICT
232 SOUTH LINK LANE
FORT COLLINS, COLORADO 80524
(970) 493-2044

CONTRACTOR:
GARNEY CONSTRUCTION
7911 SHAFFER PARKWAY
LITTLETON, COLORADO 80127
(303) 791-3600

CONSTRUCTION MANAGER:
DITESCO PROJECT AND CONSTRUCTION SERVICES
2133 SOUTH TIMBERLINE ROAD, UNIT 110
FORT COLLINS, COLORADO 80525

ENGINEER:
PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, COLORADO 80129

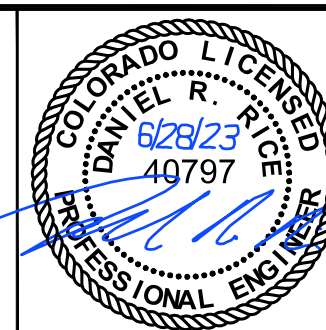
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PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

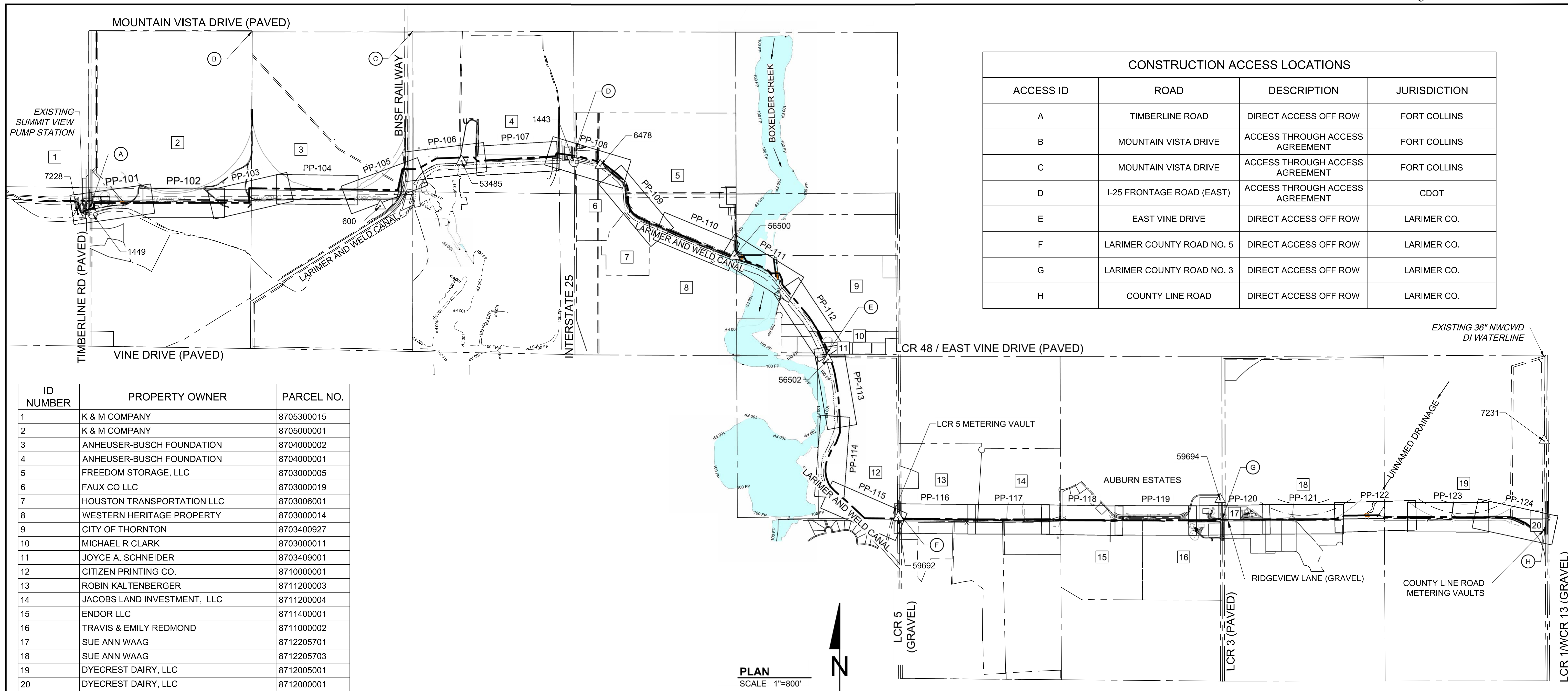
**FINAL FOR
CONSTRUCTION**
JUNE 28, 2023



**NEWT PIPELINE
PROJECT PHASE 3
WORK PACKAGE NO. 2**

COVER SHEET

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	1 OF 109
DRAWING:	G-001

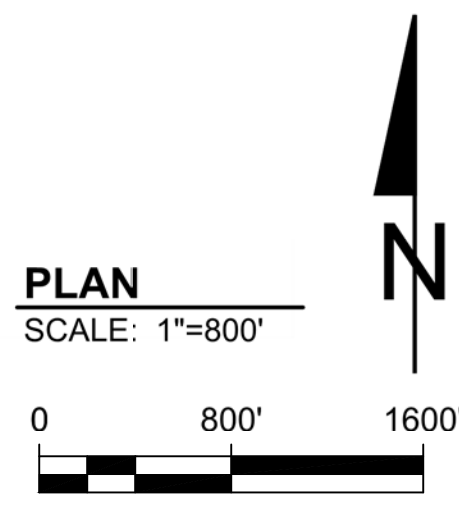


CONSTRUCTION ACCESS LOCATIONS			
ACCESS ID	ROAD	DESCRIPTION	JURISDICTION
A	TIMBERLINE ROAD	DIRECT ACCESS OFF ROW	FORT COLLINS
B	MOUNTAIN VISTA DRIVE	ACCESS THROUGH ACCESS AGREEMENT	FORT COLLINS
C	MOUNTAIN VISTA DRIVE	ACCESS THROUGH ACCESS AGREEMENT	FORT COLLINS
D	I-25 FRONTAGE ROAD (EAST)	ACCESS THROUGH ACCESS AGREEMENT	CDOT
E	EAST VINE DRIVE	DIRECT ACCESS OFF ROW	LARIMER CO.
F	LARIMER COUNTY ROAD NO. 5	DIRECT ACCESS OFF ROW	LARIMER CO.
G	LARIMER COUNTY ROAD NO. 3	DIRECT ACCESS OFF ROW	LARIMER CO.
H	COUNTY LINE ROAD	DIRECT ACCESS OFF ROW	LARIMER CO.

ID NUMBER	PROPERTY OWNER	PARCEL NO.
1	K & M COMPANY	8705300015
2	K & M COMPANY	8705000001
3	ANHEUSER-BUSCH FOUNDATION	8704000002
4	ANHEUSER-BUSCH FOUNDATION	8704000001
5	FREEDOM STORAGE, LLC	8703000005
6	FAUX CO LLC	8703000019
7	HOUSTON TRANSPORTATION LLC	8703006001
8	WESTERN HERITAGE PROPERTY	8703000014
9	CITY OF THORNTON	8703400927
10	MICHAEL R CLARK	8703000011
11	JOYCE A. SCHNEIDER	8703409001
12	CITIZEN PRINTING CO.	8710000001
13	ROBIN KALTENBERGER	8711200003
14	JACOBS LAND INVESTMENT, LLC	8711200004
15	ENDOR LLC	8711400001
16	TRAVIS & EMILY REDMOND	8711000002
17	SUE ANN WAAG	8712205701
18	SUE ANN WAAG	8712205703
19	DYECREST DAIRY, LLC	8712005001
20	DYECREST DAIRY, LLC	8712000001

CONTROL POINTS TABLE				
PNT#	POINT ID	NORTHING	EASTING	ELEVATION (FT)
600	CP-MOUND	1463033.52	3136249.09	4991.00
1443	CITY OF FT COLLINS BENCHMARK "39-01"	1463748.13	3139402.45	4984.80
1449	CITY OF FT COLLINS BENCHMARK "92-3"	1462898.21	3131569.26	4988.87
6478	CP-FARM	1463691.25	3139827.58	4981.08
7228	CP-H20	1462900.36	3131328.86	4983.12
7231	CP-ROOSTER	1459209.68	3155188.91	5051.24
53485	CP-OUTFALL	1463761.65	3137570.35	4983.54
56500	CP-RB1	1462217.10	3142011.65	4978.59
56502	CP-CROP	1460533.61	3143531.60	4977.42
59692	CP-OWL	1457962.79	3144678.55	4996.13
59694	CP-HAWK	1458255.39	3149915.30	5021.19

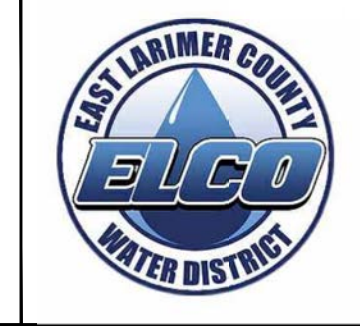
PROJECT CONTROL INFORMATION
 PROJECT IS IN MODIFIED COLORADO NORTH ZONE 0501 SPCS NAD 82 (2011) COORDINATES. TO REDUCE TO STATE PLANE, SCALE X,Y ONLY WITH COMBINED SCALE FACTOR 0.99973332 (INVERSE IS 1.00026675) ABOUT BASEPOINT 0,0.



- LEGEND:**
- 100 YEAR FLOODPLAIN
 - PROPERTY LINE
 - PIPELINE
 - X PROPERTY NUMBER
 - X SITE ACCESS LOCATION NUMBER
 - △ SURVEY CONTROL POINT

DATE: Jun 28, 2023, 5:05pm; DWG: Z:\Shared\Projects\171016_171016_13\9900 CAD\30% DESIGN\NEWT_30% SHEETS\G171016_13_G-101.dwg; USER: marfinez

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO. 80129
 (303) 997-5035
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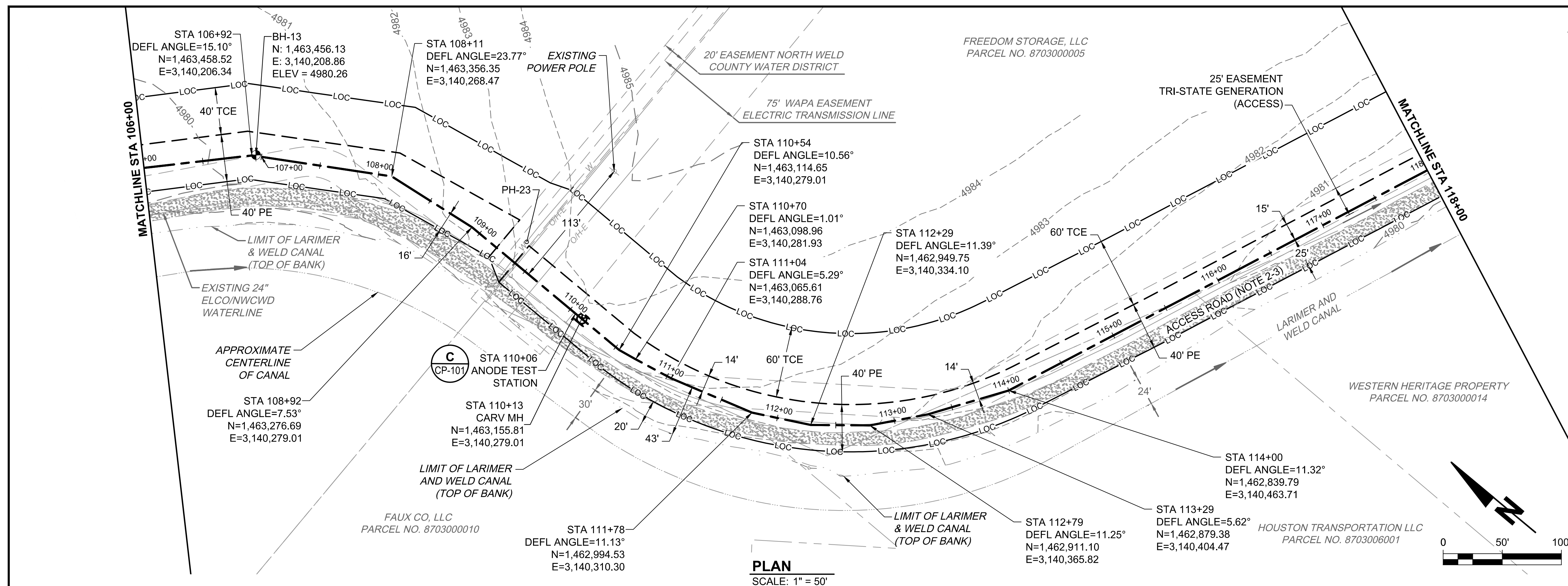
NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

SHEET INDEX, PROPERTY OWNERS, ACCESS LOCATIONS, AND SURVEY CONTROL

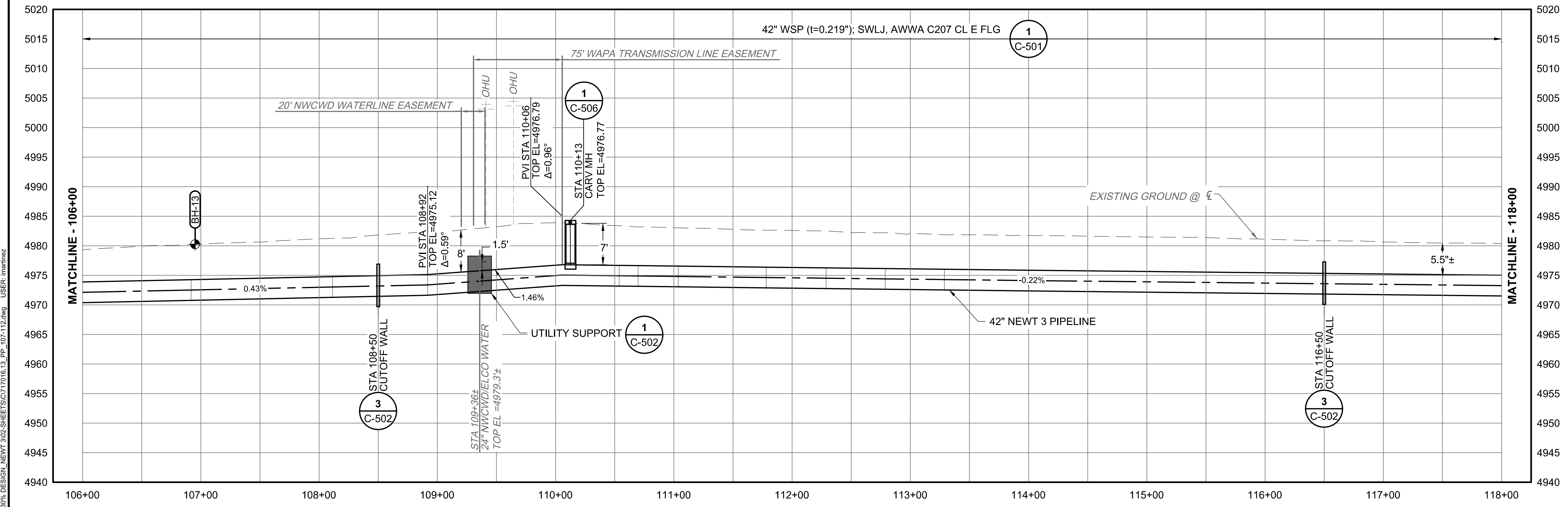
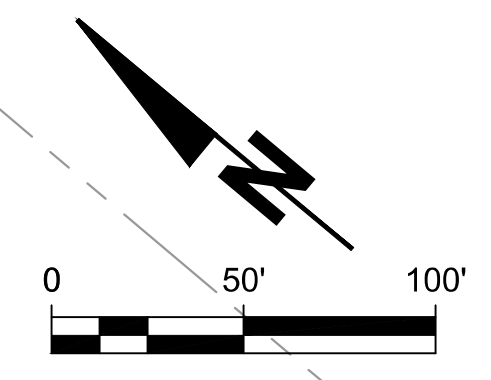
PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	5 OF 109
DRAWING:	G-101

- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.
 - ACCESS TO CANAL MUST BE PROVIDED TO LWIC AT ALL TIMES.

4
C-501



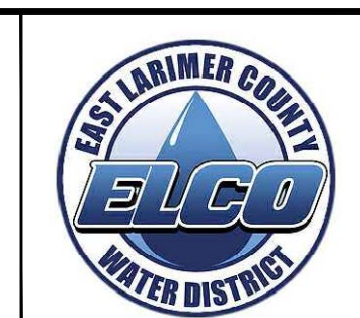
PLAN
SCALE: 1" = 50'



PROFILE
SCALE: 1"=50' H; 1"=10' V

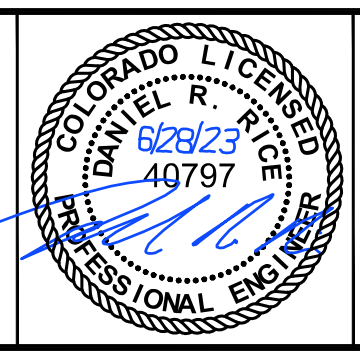
CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



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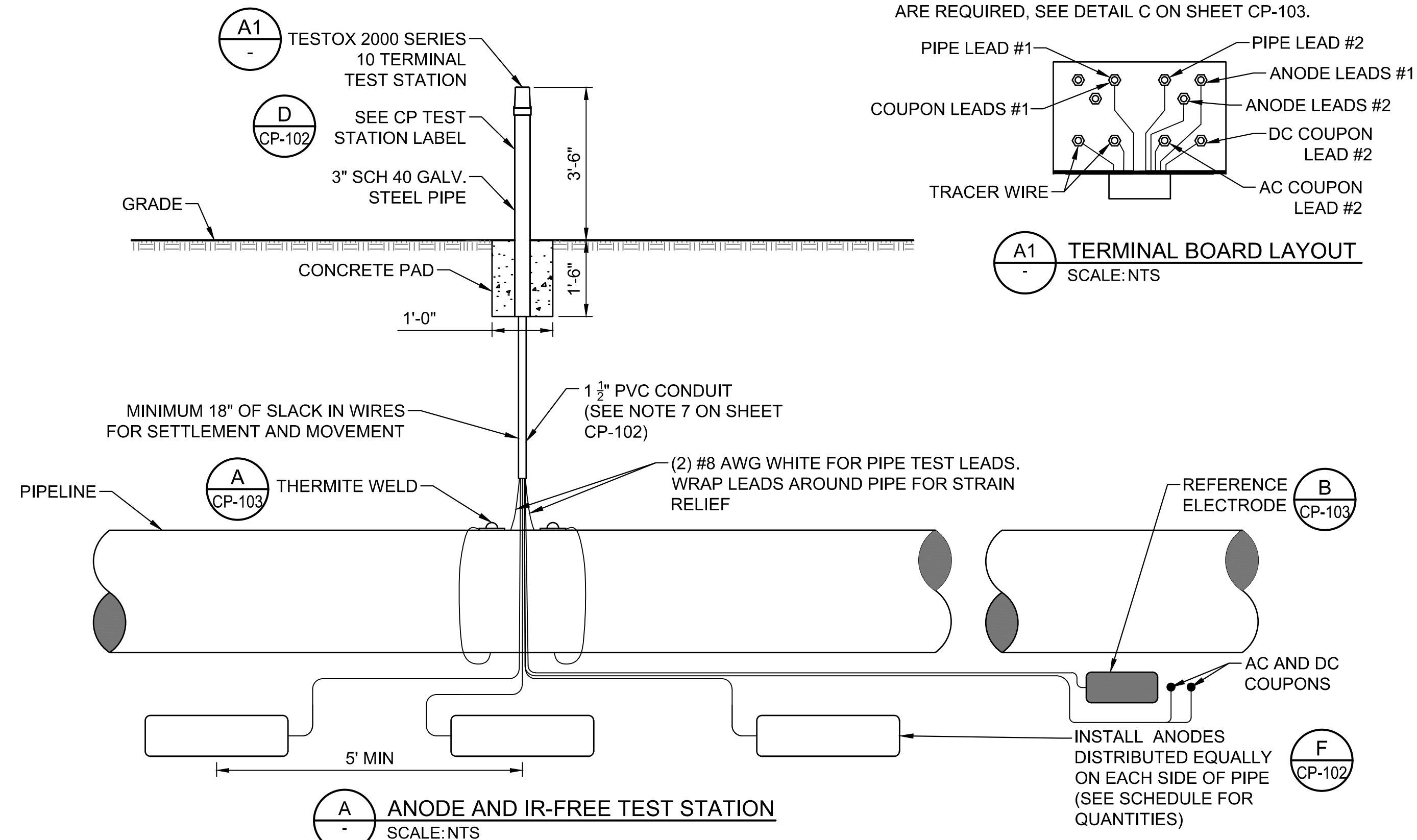


NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

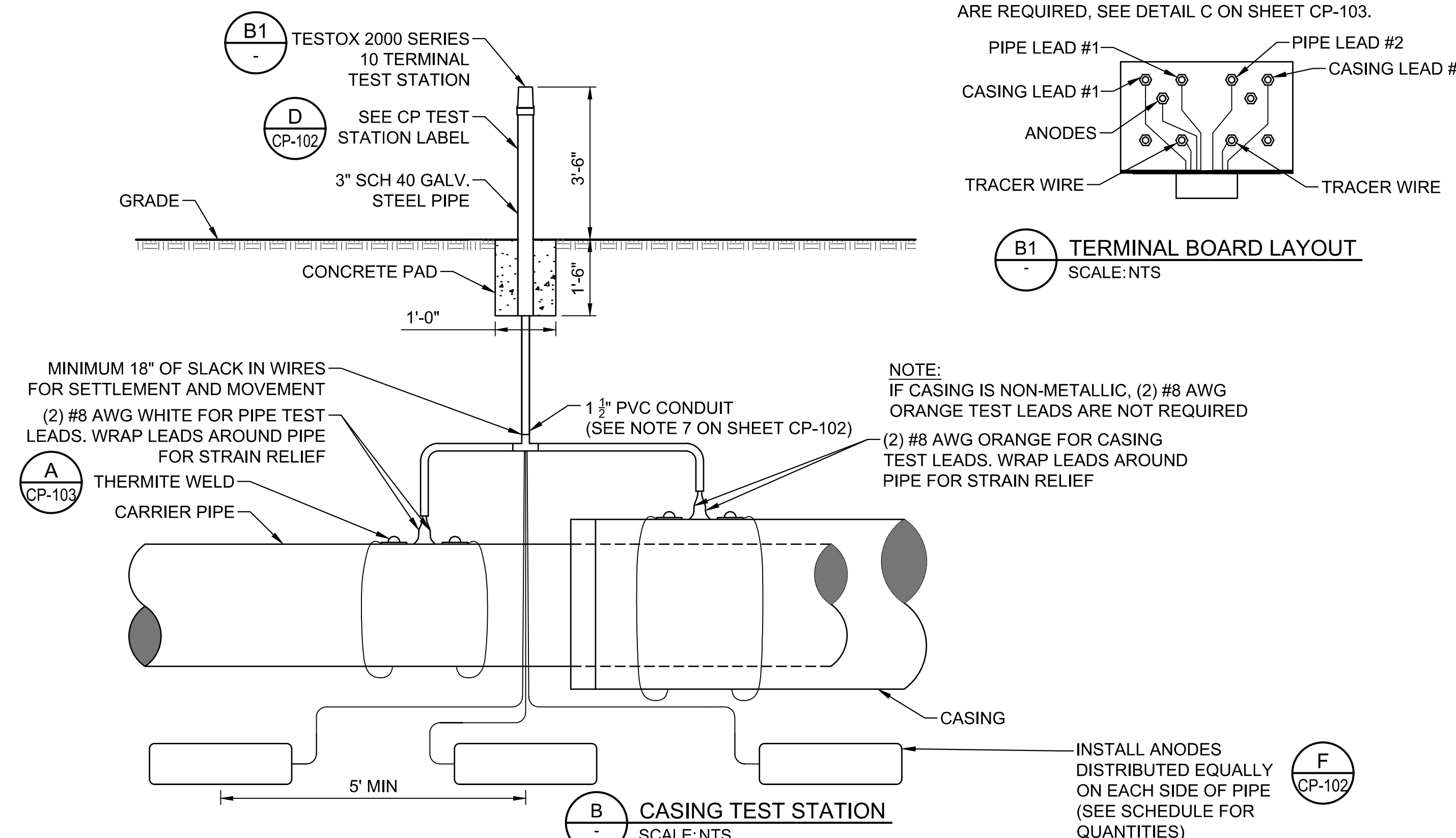
PLAN AND PROFILE STA 106+00 TO STA 118+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	17 OF 109
DRAWING:	PP-109

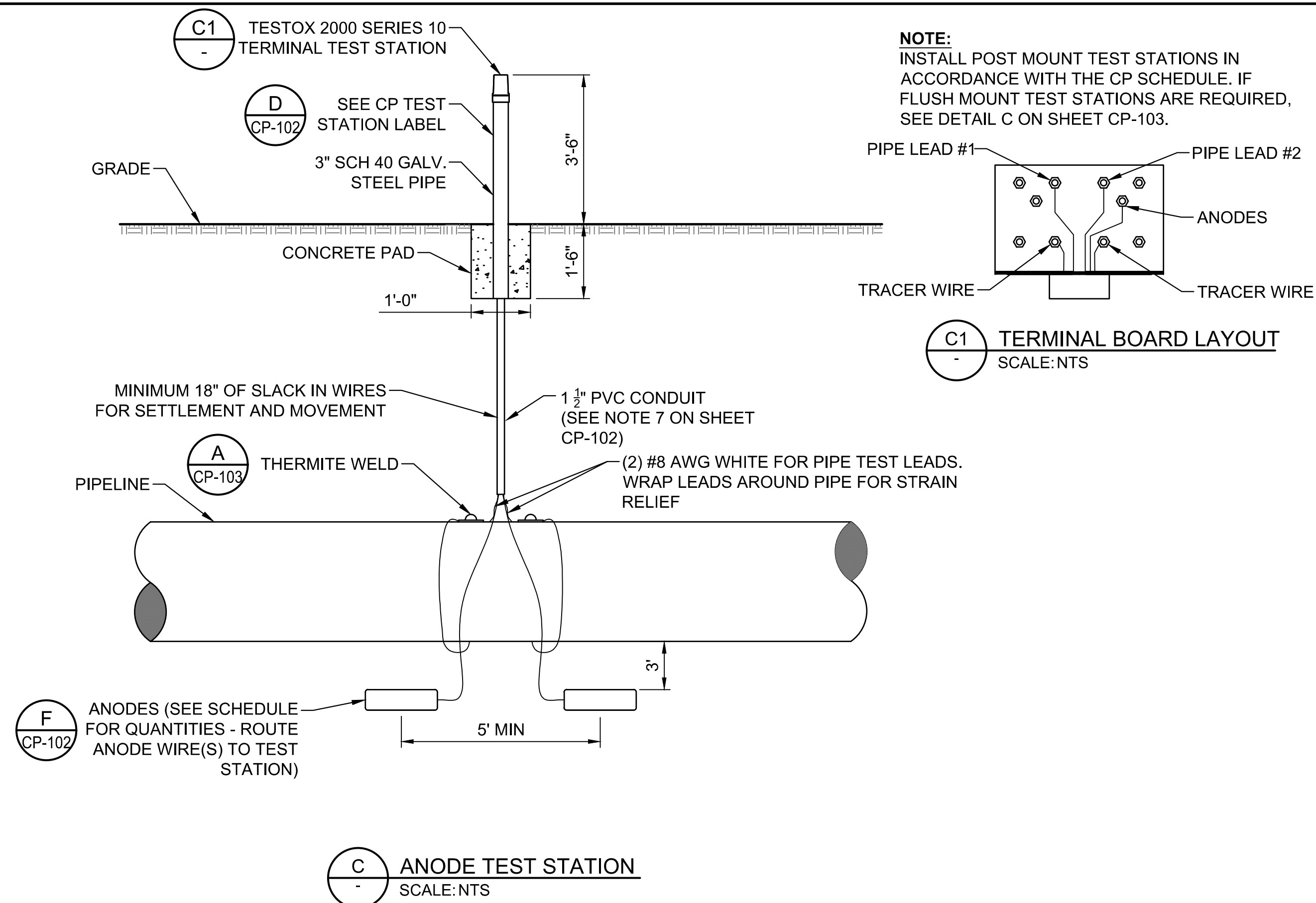
NOTE:
INSTALL POST MOUNT TEST STATIONS IN ACCORDANCE WITH THE CP SCHEDULE. IF FLUSH MOUNT TEST STATIONS ARE REQUIRED, SEE DETAIL C ON SHEET CP-103.



NOTE:
INSTALL POST MOUNT TEST STATIONS IN ACCORDANCE WITH THE CP SCHEDULE. IF FLUSH MOUNT TEST STATIONS ARE REQUIRED, SEE DETAIL C ON SHEET CP-103.



NOTE:
INSTALL POST MOUNT TEST STATIONS IN ACCORDANCE WITH THE CP SCHEDULE. IF FLUSH MOUNT TEST STATIONS ARE REQUIRED, SEE DETAIL C ON SHEET CP-103.



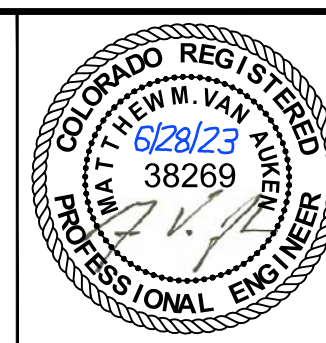
DATE: Jun 28, 2023 5:13pm
 DWG: Z:\Shared\Projects\171016_13\9800 CAD\3035 DESIGN\NEWT 302 SHEETS\CP171016_13_CP-101-103.dwg USER: imatinez

PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO 80129
 (303) 997-5035
 www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
 JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

CATHODIC PROTECTION TEST STATION DETAILS

PROJECT:	171016.13
DRAWN BY:	W. DAUGHTRY
DESIGNER:	W. JENKINS
APPROVED BY:	M. VAN AUKEN
SHEET:	66 OF 109
DRAWING:	CP-101

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2023, by and between Rodney L Nelson and Kathy L Nelson, whose address is 13329 WCR 74, Eaton CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the “Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Easement Area”).

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the “Improvements”) including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable. Installation of the first pipeline will be placed such that any future pipelines installed by the District can be accommodated within this Easement and Easement Area. Surface appurtenances will be limited to manhole covers and will not include any vent pipes or other above surface appurtenances except one clean-out vent in the fence line by the meter; and
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement and shall not exceed the height of a ground level manhole cover; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the

District's activities and facilities provided in this Agreement related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of the existing access located approximately at L4 shown on the Exhibit B drawing;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to, and will not, prevent the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the Easement Area during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to the Easement Area the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;
- (c) Restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below, in the event those improvements are disturbed by the District.

6. Livestock Crossing During the District's Operations on Easement Area. Grantor's Property is being used for grazing purposes and the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area without the prior written consent of the District;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;

- (d) Alter or replace any fence on the Easement Area without the prior written consent of the District;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of the District;
- (f) Add or remove soil or alter the grade of the land within the Easement Area without the prior written consent of the District;
- (g) Use the Easement Area for any purpose other than agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways;
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation and those uses provided in Section 7 above.

9. Representations of Grantor. Grantor represents that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District or any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local

governmental entity or to any public water utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public water utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

EXHIBIT A

Legal Description of Grantor's Property

PT SE4 32-7-66 EXC AMDRE-1477 ALSO EXC LOT A-D RE-4412 ALSO EXC SE4SE4SE4
ALSO EXC ALL THAT PT LYING S OF NLY BDY LN OF COUNTY RD 74 R/W ALSO
EXC AMDSE-1030 ALSO EXC DESC STRIP OF LAND 80' N2 OF SE4 SEC 32 BEG E4
COR SEC 32 TO POB W2631' M/L THENCE S80' M/L THENCE E2631' M/L THENCE N80'
M/L TO POB

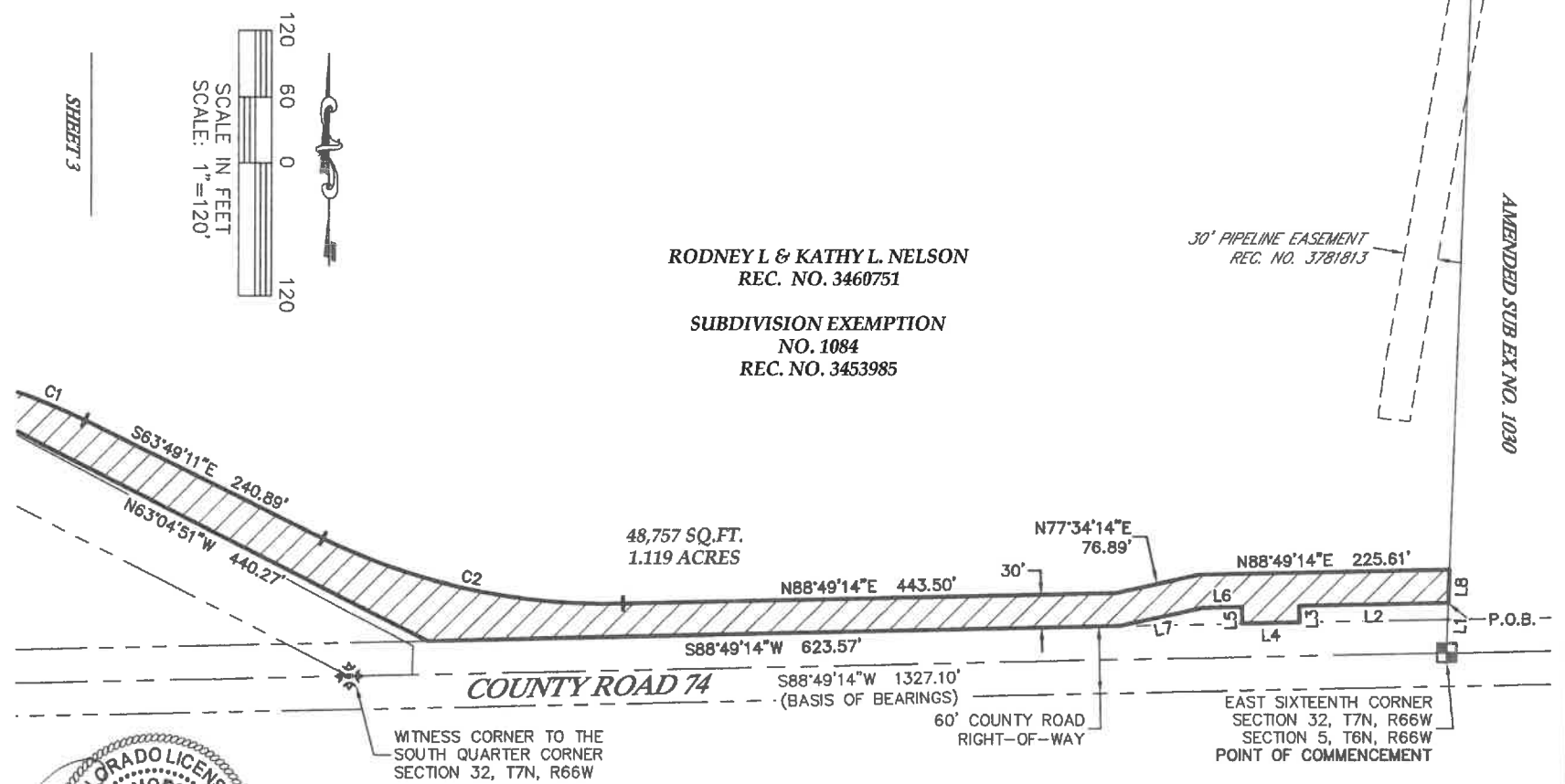
EXHIBIT B

Legal Description of Easement Area

AMENDED SUB EX NO. 1030

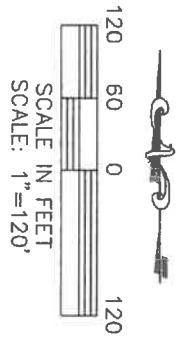
30' PIPELINE EASEMENT
REC. NO. 3781813

RODNEY L & KATHY L. NELSON
REC. NO. 3460751
SUBDIVISION EXEMPTION
NO. 1084
REC. NO. 3453985



Roy Moesser – On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



SHEET 3



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO.: 20210474
DATE: 2/6/2023
CLIENT: PROVIDENCE
DWG: 20210474_PE_NELSON_R1
DRAWN: SMF CHECKED: RM



650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

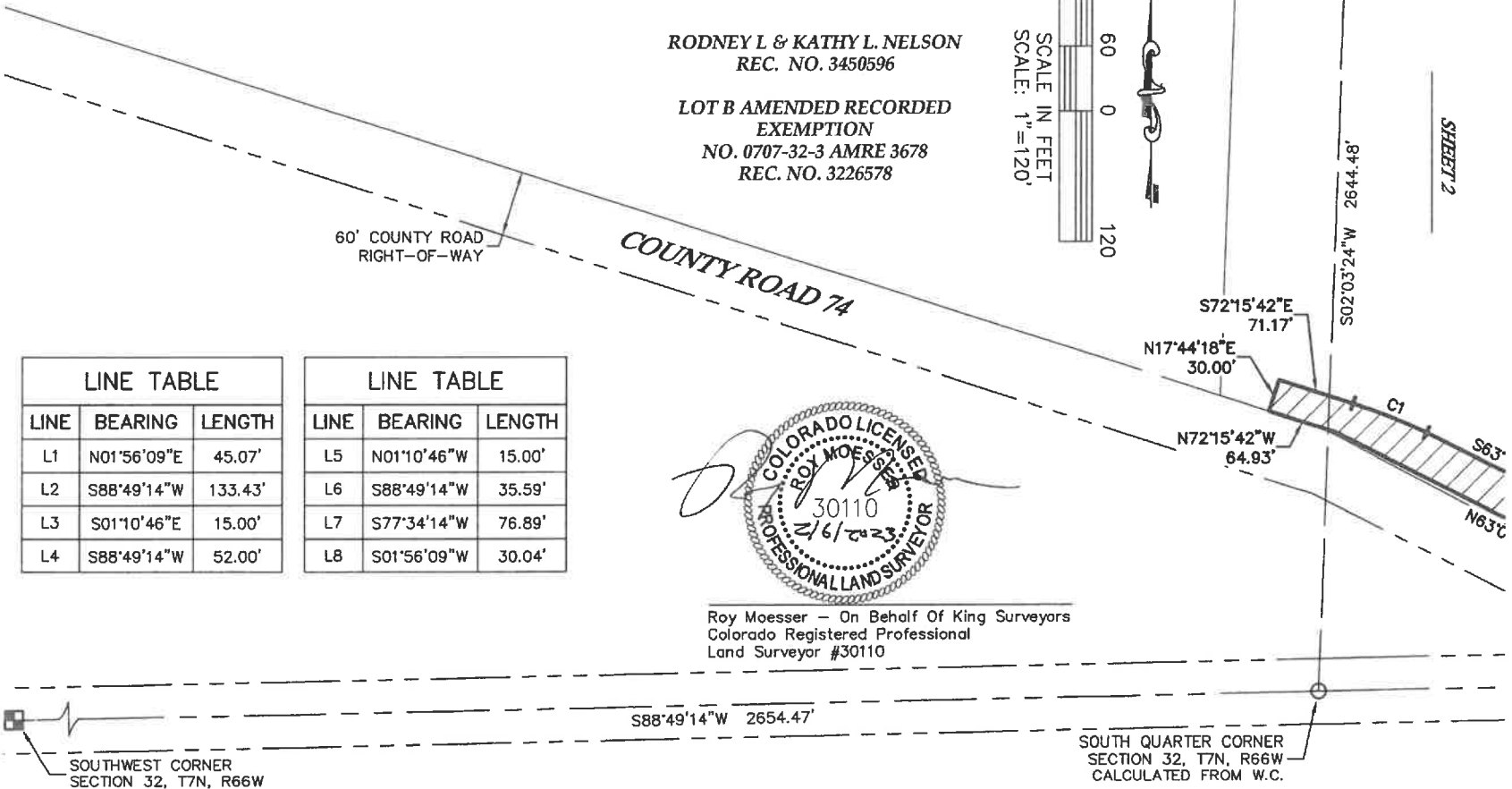
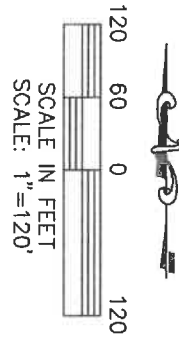
KING SURVEYORS

PROJECT NO: 20210474
 DATE: 2/6/2023
 CLIENT: PROVIDENCE
 DWG: 20210474_PE_NELSON_R1
 DRAWN: SMF CHECKED: RM

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	72.22'	490.13'	8°26'31"	72.15'	S68°02'26"E
C2	279.95'	578.15'	27°44'38"	277.23'	S77°41'30"E

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

RODNEY L & KATHY L. NELSON
 REC. NO. 3450596
LOT B AMENDED RECORDED EXEMPTION
 NO. 0707-32-3 AMRE 3678
 REC. NO. 3226578



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°56'09"E	45.07'
L2	S88°49'14"W	133.43'
L3	S01°10'46"E	15.00'
L4	S88°49'14"W	52.00'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N01°10'46"W	15.00'
L6	S88°49'14"W	35.59'
L7	S77°34'14"W	76.89'
L8	S01°56'09"W	30.04'



Roy Moesser — On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #30110

PERMANENT EASEMENT

EXHIBIT A (3 of 3)

LOCATION
 S32/T7N/R66W

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 (“Effective Date”), by and between Rodney L Nelson and Kathy L Nelson, whose address is 13329 County Road 74, Eaton CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the District to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto the District, its successors and assigns, a temporary construction easement (the “Temporary Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Temporary Easement Area”).

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing and constructing one (1) buried water pipeline, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the “Improvements”), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District’s activities on the Temporary Easement Area;
- (c) Allowing the District’s contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline. Access to the Temporary Easement Area will be the existing access at approximately L2 on the Exhibit B drawing; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on October 1, 2023 and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following October 1, 2023, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of the existing access located approximately at L2 shown on the Exhibit A drawing;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area; and
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposed set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to and will not, prevent the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the Easement Area during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to the Easement Area and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary

Easement Area, the District shall:

- (a) Restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of October 1, 2023, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and restoration of any other improvements or conditions impacted by the District's activities related to the

Improvements.

9. Representations of Grantor. Grantor represents that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

DISTRICT:

NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tad Stout, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

PT SE4 32-7-66 EXC AMDRE-1477 ALSO EXC LOT A-D RE-4412 ALSO EXC SE4SE4SE4
ALSO EXC ALL THAT PT LYING S OF NLY BDRY LN OF COUNTY RD 74 R/W ALSO
EXC AMDSE-1030 ALSO EXC DESC STRIP OF LAND 80' N2 OF SE4 SEC 32 BEG E4
COR SEC 32 TO POB W2631' M/L THENCE S80' M/L THENCE E2631' M/L THENCE N80'
M/L TO POB

EXHIBIT B

Legal Description of Temporary Easement Area

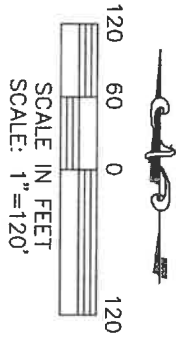


650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

KING SURVEYORS

PROJECT NO: 20210474
 DATE: 2/6/2023
 CLIENT: PROVIDENCE
 DWG: 20210474_TCE_NELSON_R1
 DRAWN: SMF CHECKED: RM

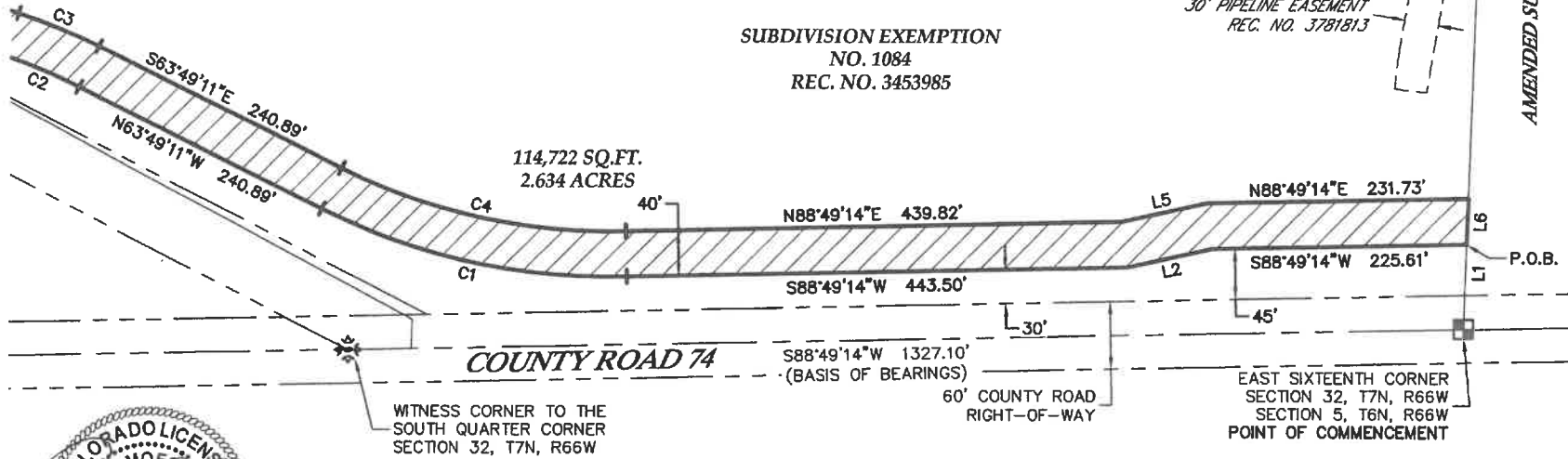
SHEET 4



LINE	BEARING	LENGTH
L1	N01°56'09"E	75.11'
L2	S77°34'14"W	76.89'
L3	N72°15'42"W	71.17'

LINE	BEARING	LENGTH
L4	S17°44'18"W	30.00'
L5	N77°34'14"E	76.89'
L6	S01°56'09"W	40.06'

RODNEY L & KATHY L. NELSON
 REC. NO. 3460751
 SUBDIVISION EXEMPTION
 NO. 1084
 REC. NO. 3453985



Roy Moesser - On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #30110

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

TEMPORARY EASEMENT

EXHIBIT A (2 OF 3)

LOCATION
 S32/T7N/R66W

AMENDED SUB EX NO. 1030



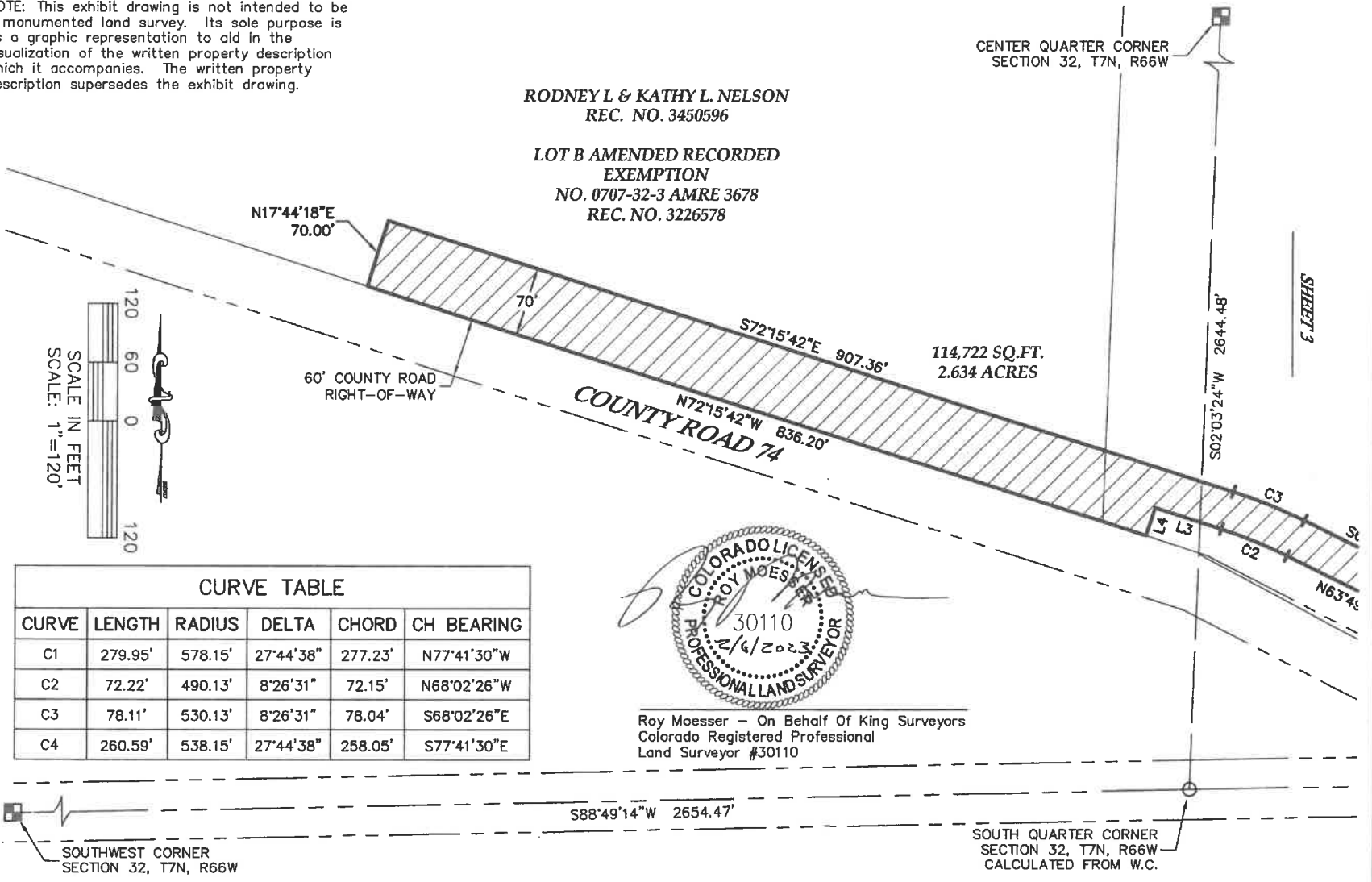
KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20210474
 DATE: 2/6/2023
 CLIENT: PROVIDENCE
 DWG: 20210474_TCE_NELSON_R1
 DRAWN: SMF CHECKED: RM

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

RODNEY L & KATHY L. NELSON
 REC. NO. 3450596

LOT B AMENDED RECORDED EXEMPTION
 NO. 0707-32-3 AMRE 3678
 REC. NO. 3226578



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	279.95'	578.15'	27°44'38"	277.23'	N77°41'30"W
C2	72.22'	490.13'	8°26'31"	72.15'	N68°02'26"W
C3	78.11'	530.13'	8°26'31"	78.04'	S68°02'26"E
C4	260.59'	538.15'	27°44'38"	258.05'	S77°41'30"E



Roy Moesser - On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #30110

TEMPORARY EASEMENT EXHIBIT A (3 OF 3) LOCATION
 S32/T7N/R66W



STATE OF COLORADO

CLOSING STATEMENT AND RECEIPT

Acquisition

Closing statement: (completed by Real Estate Specialist)

Warrant # 17927	Warrant Amount \$ 9,465.00
I certify that on this date, I <input checked="" type="checkbox"/> delivered or <input type="checkbox"/> mailed certified, the above warrant to Rodney and Kathy Nelson which is in full compliance with the terms of the Acquisition Agreement, for the Permanent and Temporary Easements needed to repair and replace portions of the Woods Lake Waterline.	
Signature <i>Christopher Wallace</i>	Date <i>8/18/2023</i>
Title ROW Acquisition Agent	

Receipt: (completed by property owner, tenant or representative)

I do hereby acknowledge receipt of the warrant issued to me in full compliance with the terms of the Acquisition Agreement.	
Name (Print) Rodney Nelson and Kathy Nelson <i>Rodney Nelson</i>	<i>8-18-23</i>
Signature <i>Rodney Nelson</i>	Date
Signature	Date

RODNEY & KATHY NELSON

17927

Check Number 17927
Check Date Aug 8, 2023

Check Amount \$9,465.00

Item to be Paid - Description

Amount Paid

Easement

9,465.00

NORTH WELD COUNTY WATER DISTRICT

BANK OF COLORADO
156 S. ELM ST
EATON, CO 80615
82-244/1070

17927

P.O. BOX 56
32825 CR 39
LUCERNE, CO 80646
970-356-3020

PAY Nine Thousand Four Hundred Sixty-Five and 00/100 Dollars **Aug 8, 2023** **9,465.00**

TO THE ORDER OF RODNEY & KATHY NELSON
13329 WCR 74
EATON, CO 80615

DATE

AMOUNT



⑈017927⑈ ⑆107002448⑆ 4541002418⑈



*clear***WATER**solutions
water rights • planning • engineering

August 3, 2023

Mr. Eric Reckentine, General Manager
32825 CR 39
Lucerne, CO 80646

RE: Proposal – Water Efficiency Plan Update

Dear Mr. Reckentine:

We have prepared this proposal for the completion of North Weld County Water District's Water Efficiency Plan (WEP) update. We last completed the District's plan update in 2018. The Colorado Water Conservation Board (CWCB) requires water providers that deliver 2,000 acre-feet or more per year to maintain a State-approved WEP in order to access low-interest loan funding through CWCB or the Colorado Water Resources and Power Development Authority.

Project Objective

The goal of the project will be to obtain a CWCB grant first and then to use that grant to fund a portion of the plan update. Clear Water Solutions, Inc. (CWS) has been successful in obtaining grants for these plan updates for the District in the past, as well as obtaining final approval of the WEP update.

Scope of Services and Fees

Similar to the previous effort, there are two phases for this project. Phase I will be the completion of the grant application. Phase II will be the completion of the WEP update. Below is the anticipated scope of services and fees for each phase:

Phase I – Grant Application

- 1. Obtain information from the District for application.** This information includes population data, water use data, system information, staff expertise,

conservation efforts, etc. This information will be used to complete the application.

- 2. Complete grant application.** CWS would draft the application to meet CWCB's standards, which includes a project schedule, fee schedule and a detailed scope of work to successfully complete the WEP update once the grant is approved.

For CWS to complete the grant application, the cost is \$5,200. CWCB will not cover the cost of the grant application as part of the grant itself. The final cost of the WEP update will be determined during completion of the grant application, but is estimated below. We will outline District staff's involvement and quantify the in-kind hours staff will contribute. We will not start the WEP update until the grant is approved.

Phase II – WEP update

The scope of services below follows CWCB's Guidance Document for completion of WEP updates.

1. Profiling of Existing Water Supply System
2. Profile Water Demand and Historical Demand Management
3. Integrated Planning and Water Efficiency Benefits and Goals
4. Selection of Water Efficiency Activities
5. Implementation and Monitoring Plans
6. Adoptions of New Policy, Public Review, and Formal Approval

The above scope of work includes all required project meetings, progress reporting, public-review period, and District Board meetings as required by CWCB.

The total cost of the WEP update is estimated at \$53,800. This final amount will be outlined in detail when completing the grant application. We anticipate the grant will cover \$20,000-\$30,000 as this amount depends on CWCB's budget and available funds for planning grants. The remaining portion of \$23,800-\$33,800 will be met by the District.

Desired Outcome

Successfully obtain a CWCB grant to complete the WEP update as well as complete and obtain final State approval of the WEP update.

Deliverables

We will provide a grant application package ready to sign and submit to CWCB for approval. Once the grant is approved, we would begin the WEP update and complete that plan so the District can remain in compliance with CWCB.

*Mr. Eric Reckentine
August 3, 2023
Proposal for WEP Update
Page 3 of 3*

Timeline

The grant application takes about a month to complete. Once submitted, CWCB generally takes two months to approve the application and issue the PO to commence work. There are two deadlines annually to submit grant applications – July 1st and December 1st. If the District wants to complete the WEP update in 2024, we will need to complete and submit the grant application by December 1, 2023.

Thank you for the opportunity to serve the District again. We believe the completion of previous plans went well, and we were successful in obtaining State approval. If you have any questions or need further information, please do not hesitate to call me at (970) 223-3706.

Cordially,
Clear Water Solutions, Inc.

A handwritten signature in blue ink that reads "Steve Nguyen".

Steve Nguyen, P.E.
President

WORK CHANGE DIRECTIVE NO.: 006

Owner: City City of Greeley, CO Owner's Project No.: **FK21-10-170**
Engineer: Providence Infrastructure Consultants, Inc Engineer's Project No.:
Contractor: Reynolds Construction, LLC Contractor's Project No.: **42202.200**
Project: **Terry Ranch Pipeline – Segment 1 (NWCWD Interconnect)**
Contract Name: **Terry Ranch Pipeline – Segment 1 (NWCWD Interconnect)**
Date Issued: August 14, 2023 Effective Date of Work Change Directive: August 30, 2023

Contractor is directed to proceed promptly with the following change(s):

Description:

An additional blowoff is needed at the NWCWD 24" connection to their existing line north of the Windsor Master Meter. The blowoff will run south as shown on the attached detail markup.

Attachments:

NWCWD Additional Blowoff Detail Markup

Purpose for the Work Change Directive:

Allow NWCWD to effectively blowoff their 24" interconnect line from the pump station connection to the north tie-in point.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:



Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: **\$25,154.18** **[increase]**
Contract Time: **1** days **[increase]**

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

	Recommended by Owner's Rep	Authorized by Owner	Approved by Contractor
By:	 Bill Renz, PE		
Title:	Construction Manager		CMAR Project Manager
Date:	8/29/2023		08/21/2023



Bid Proposal for Terry Ranch NWCWD INTERCONNECT BLOWOFF

CUSTOMER	REYNOLDS CONSTRUCTION, LLC 1775 EAST 69TH AVENUE DENVER, CO 80229	Job Terry Ranch NWCWD INTERCONNECT BLOWOFF GREELEY, CO Bid Date: 08/16/2023 Bid #: 3081730
	CONTACT	Sales Representative Scot Andreano (M) 720-629-6281 (T) 303-394-0004 (F) 303-394-4450 Scot.Andreano@coreandmain.com
NOTES		



Bid Proposal for Terry Ranch NWCWD INTERCONNECT BLOWOFF

REYNOLDS CONSTRUCTION, LLC

Job Location: GREELEY, CO

Bid Date: 08/16/2023

Core & Main 3081730

Core & Main

9451 Yosemite St
Henderson, CO 80640

Phone: 303-394-0004

Fax: 303-394-4450

Seq#	Qty	Description	Units	Price	Ext Price
20	1	24X8 MJ TEE C153 IMP	EA	1,630.57	1,630.57
30	2	24 MEGALUG F/C900/IPS 2024PV EBAA	EA	489.26	978.52
40	2	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	EA	98.45	196.90
60	1	8" MJXMJ ADPT SERIES 100 W/ACC	EA	177.09	177.09
80	1	8 MJ 45 C153 IMP	EA	192.14	192.14
90	1	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	52.86	52.86
100	1	8 MEGALUG ACC KIT L/GLAND	EA	26.40	26.40
120	1	8 PEXPE DIP 10'00" N140/N140	EA	1,287.15	1,287.15
140	1	8 AVK #65 DI MJ GV O/L L/ACC 65-200-0709614034 OPEN LEFT	EA	1,949.00	1,949.00
150	2	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	52.86	105.72
160	2	8 MEGALUG ACC KIT L/GLAND	EA	26.40	52.80
170	1	DENVER VALVE BOX KIT W/#160 BASE-CONSISTING OF COMPONENTS	EA	325.00	325.00
220	1	24" #60 SCREW VLV BOX EXT #60 6850 SERIES, 145059	EA	85.00	85.00
230	1	6' VALVE EXT STEM F/2" NUT	EA	126.19	126.19
250	1	8 MJ TEE C153 IMP N140/N140	EA	407.16	407.16
260	1	8X2 MJ TAPT PLUG C153 N140	EA	264.30	264.30
270	2	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	52.86	105.72
280	3	8 MEGALUG ACC KIT L/GLAND	EA	26.40	79.20
300	1	8 FLGXPE DIP 10'00" N140/N140	EA	1,400.02	1,400.02
310	1	8 FLG TEE C110 PR IMP N140	EA	719.72	719.72
320	1	8 BLIND FLG DI PR IMP N140	EA	314.61	314.61
330	1	8X2 TAPT BLIND FLG DI IMP N140	EA	371.80	371.80
340	3	8 FLG STUD KIT CL E B7, 2H NUT	EA	60.02	180.06
350	3	8X1/8 FLG FF GARLOCK GASKET	EA	39.44	118.32
360	1	LAN 2-1/2X2 MNSTXMIPT HYD ADPT 350-125-00300 IMP	EA	30.41	30.41
370	1	DIXON FC250F 2-1/2 BRS HYD CAP 2-1/2 NST LUG CAP W/CHAIN	EA	31.59	31.59
390	1	2X1 304SS HEX BUSHING	EA	15.85	15.85
400	1	1X24 304SS NIPPLE	EA	35.04	35.04
410	1	B20283N 1 BALL CURB FIPXFIP W/PLN HEAD 1/4 TURN CHECK NO LEAD	EA	130.45	130.45
420	1	1 304SS STREET 90 BEND	EA	12.87	12.87
430	1	95-E ADJ CI SERVICE BOX COMP IMPORT	EA	90.00	90.00
440	1	#153 EXT PIECE 28" LONG F/6500	EA	40.10	40.10



Bid Proposal for Terry Ranch NWCWD INTERCONNECT BLOWOFF

Bid #: 3081730

Seq#	Qty	Description	Units	Price	Ext Price
450	1	5660 CURB BOX STA ROD 72" 4510-250	EA	57.30	57.30
				Sub Total	11,589.86
				Tax	0.00
				Total	11,589.86

Branch Terms:

CORE & MAIN WATERWORKS IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO: MANUFACTURERS SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIALS, FUELS, OR SUPPLIES. THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.

SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

August 21, 2023

City of Greeley, Colorado
1100 10th Street
Greeley, Colorado 80631



Attn: Jim Paulson

CHANGE ORDER REQUEST #006: 8" Transmission Blowoff on 24" NWCWD Interconnect Main

RE: TERRY RANCH PIPELINE - SEGMENT 1 (NWCWD INTERCONNECT)

Description: Description of Change Order Request.

Anything above herein and in the attachments beyond the described scope shall be additional costs above and beyond this Change Request.

Furnish and Install 8" Blowoff Assembly on 24" PVC Interconnect Main per detail 3314203.

Operations:

Reynolds Construction field crew and subcontractors when applicable.

Hours:

0.0

Labor:

Classification	Hours	Rate	Extension
Project Manager	4.0	\$ 213.81	\$ 855.24
Assistant Project Manager	2.0	\$ 122.95	\$ 245.90
Superintendent	2.0	\$ 138.98	\$ 277.96
Foreman	6.0	\$ 124.49	\$ 746.94
Group 4 Operator (Excavator, Motor Grader)	12.0	\$ 116.54	\$ 1,398.48
Group 3 Operator (Loader, Compactor)	6.0	\$ 90.64	\$ 543.84
Pipe Layer (Group 2)	6.0	\$ 72.52	\$ 435.12
Laborer (Group 1)	18.0	\$ 56.98	\$ 1,025.64
Total			Total Labor \$ 5,529.12

Equipment:

Unit	Hours	Rate	Extension
Pickup Truck	6.0	\$ 28.59	\$ 171.54
Excavator, JD 470	6.0	\$ 275.10	\$ 1,650.60
Loader, JD 744	6.0	\$ 229.40	\$ 1,376.40
Compaction Wheel - Excavator	6.0	\$ 12.00	\$ 72.00
Trench Box (Small)	6.0	\$ 7.50	\$ 45.00
Trench Box (Standard)	6.0	\$ 11.00	\$ 66.00
Bedding Box	6.0	\$ 9.50	\$ 57.00
Backhoe, JD 710	6.0	\$ 87.79	\$ 526.74
Wacker/Compactor	6.0	\$ 3.50	\$ 21.00
Levels/Transits/Survey/Laser	6.0	\$ 5.00	\$ 30.00
Small Tools and Consumables	6.0	\$ 8.00	\$ 48.00
Total			Total Equipment \$ 4,064.28

Subcontractors:

Item	Unit	Quant.	Rate	Extension
				\$ -
				\$ -
				\$ -
Total				Total Subcontractors \$ -

Materials:

Item	Unit	Quant.	Unit Price	Extension
8" Blowoff Material (C&M Quote #3081730)	LS	1.00	\$ 11,589.86	\$ 11,589.86
1" / 1 1/2" Crushed Rock	TN	20.00	\$ 43.00	\$ 860.00
Pipe Bedding	TN	5.00	\$ 16.10	\$ 80.50
Concrete Support Block	EA	4.00	\$ 2.00	\$ 8.00
Concrete (Thrust Block)	CY	2.00	\$ 176.95	\$ 353.90
Fuel Surcharge (Per Truck)	EA	1.00	\$ 17.50	\$ 17.50
Short Load Fee	EA	1.00	\$ 250.00	\$ 250.00
Bollard	EA	1.00	\$ 758.75	\$ 758.75
Concrete (Bollard)	CY	1.00	\$ 176.95	\$ 176.95
Fuel Surcharge (Per Truck)	EA	1.00	\$ 17.50	\$ 17.50
Short Load Fee	EA	1.00	\$ 250.00	\$ 250.00
Total				Total Materials \$ 14,362.96

EXTENDED COST OF PROJECT GENERAL CONDITIONS

LS	0	\$ -	\$ -
		Cost of Additional Work	\$ 23,956.36
		CMAR Fee (5%)	\$ 1,197.82
		Bond 0.0%	\$ -
		Total Change Request	\$ 25,154.18

Sincerely,
REYNOLDS CONSTRUCTION, LLC

Chris Schneider
CMAR Project Manager

Confidential

City of Greeley, Colorado Representative

Approved By: _____

Date: 8/29/23

8/21/2023



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

September 11, 2023

Mr. Brian Hood
Managing Director
Real Estate Services
Colorado State University Research Foundation
2537 Research Blvd.
Fort Collins, CO 80526

RE: 2023 Rental of C-BT Carryover Capacity

Dear Brian,

North Weld County Water District (North Weld) appreciates the opportunity to rent C-BT Carryover Capacity from CSURF again in 2023. CSURF will transfer 317 acre-feet of C-BT Carryover Capacity to North Weld prior to October 20, 2023. As we agreed last year, the rental rate will be the same as the irrigation C-BT assessment set by Northern Water. For consideration, North Weld will pay CSURF a rental fee of \$33.00 per acre-foot of C-BT Carryover Capacity for a total of **\$10,461.00**.

If you have questions, please contact Richard Raines at (970) 218-2738 or rraines@scwtp.org.

Sincerely,

Eric Reckentine
District Manager
North Weld County Water District

**AGREEMENT FOR
FOR OUTLET STRUCTURE AND HEADGATE
(Larimer County Canal No. 2 and The Tri-Districts)**

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 2023 is made by and between LARIMER COUNTY CANAL NO. 2 IRRIGATING COMPANY, a Colorado mutual ditch corporation (hereinafter “Company”), and the EAST LARIMER COUNTY WATER DISTRICT (hereinafter “ELCO), the FORT COLLINS - LOVELAND WATER DISTRICT (hereinafter “Fort Collins-Loveland”) and the NORTH WELD COUNTY WATER DISTRICT (hereinafter “North Weld”), each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively ELCO, Fort Collins-Loveland and North Weld are referred to hereinafter as “Tri-Districts”), and are sometimes referred to herein as the “Parties” collectively, and “Party” individually.

FACTUAL RECITALS

Company is the owner and operator of that certain irrigation system commonly known as the Larimer County Canal No 2 (the “Ditch”) which takes its supply of water from the Cache la Poudre River at a point located near the south section line of the SW ¼ of Section 29 and the north section line of the NW ¼ of Section 32, Township 8 North, 69 West, 6th P.M., in Larimer County, Colorado, as further described and incorporated herein as **Exhibit A** (the “Property”).

A. The Company has a valid and existing right of way and easement for the Ditch and sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the “Ditch Easement”). A portion of the Ditch Easement is generally located within the Property, where it traverses through and across the Property in the SW ¼ of Section 29 and the north section line of the NW ¼ of Section 32, Township 8 North, 69 West, 6th P.M., as further described on **Exhibit A**.

B. TRI-DISTRICTS installed a new outlet structure and headgate to Overland Ponds, collectively referred to as (the “Improvements”). The locations, cross sections and other specifics of the Improvements and access to the Ditch, and the portions of the Improvements that are located within the Ditch Easement, are further described and shown on **Exhibit A**, attached hereto and incorporated herein by this reference (the “Crossing Area”).

C. The Company desires to accept the installed Improvements so long as they are constructed pursuant to the final plans and specifications, which have been provided to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth.
2. For the sum of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00), the

Company hereby grants to TRI-DISTRICTS permission for the purpose of the installed Improvements, located within the Crossing Area and within the Ditch Easement, pursuant to the terms of this Agreement. The location of the Crossing Area and Improvements are more specifically described and shown on **Exhibit A**, attached hereto and incorporated herein.

3. TRI-DISTRICTS represent they have obtained all necessary consents, authorizations and permits for the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair and/or maintenance of the Improvements. The Company acknowledges that TRI-DISTRICTS has provided plans and specifications for the Improvements to the Company for its review and approval and the Company has approved the plans. The Company's review and approval of such plans and specifications and the contemplated work shall not constitute an engineering review or supervision and does not affect, release and/or limit TRI-DISTRICTS from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations, or for the design, construction, repair and/or maintenance of the Improvements. TRI-DISTRICTS and the Company agree to cooperate in good faith to coordinate any maintenance, operation and/or repair of the Ditch, Ditch Easement, Crossing Area and the Improvements. All maintenance and repair of the Improvements thereto shall be done by TRI-DISTRICTS, entirely without cost to the Company.

4. The Company makes no representation or warranties as to whether TRI-DISTRICTS obtained or needed to obtain consent from the owners of lands underlying and surrounding the Ditch and Ditch Easement in the Property area, or the owners of any existing pipelines, utility lines or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement for the Improvements. The Company shall be without liability for any damage to said owners as a result of TRI-DISTRICTS's exercise of its rights pursuant to this Agreement, except as to such damage as may be caused by the gross negligence or willful misconduct of the Company.

5. The Improvements shall be maintained and repaired by TRI-DISTRICTS, under the direction and supervision of the Ditch Superintendent, at its expense, upon notice to the Company as recited above; however, in the event any sum is expended by the Company, after reasonable attempts to notify TRI-DISTRICTS, for emergency repairs and maintenance of the Improvements that are necessary to maintain or restore proper functioning of the Ditch, TRI-DISTRICTS shall reimburse the Company for such reasonable costs, fees and/or expenses related to such repairs and maintenance. In the event that the Company finds it necessary to make any emergency repairs and maintenance to the Improvements, the Company shall be without liability for damage to TRI-DISTRICTS, its agents, employees and/or other third parties, including without limitation all landowners, homeowners and business owners in or surrounding the Ditch, Ditch Easement and Crossing Area, except as to such damage as may be caused by the gross negligence or wanton and willful misconduct of the Company. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of the Company.

6. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch and/or the Ditch Easement, either now or at any future time, the Company shall be wholly without liability for damage to the Improvements, as the result of the making of such maintenance and repairs, except as to such damage as may be caused by the Company's gross negligence or wanton and willful misconduct; prior to performing any such repair or maintenance that is reasonably expected to adversely impact the Improvements, the Company will notify TRI-DISTRICTS and will

cooperate with the TRI-DISTRICTS to minimize the risk of damage to the Improvements. In the event repair or maintenance of the Ditch or the Ditch Easement is required or advisable to maintain proper functioning of the Ditch, and is due to the existence, construction, installation, surveying, inspection, operation, maintenance, repair or replacement of the Improvements, TRI-DISTRICTS will promptly repair and maintain the Ditch and the Ditch Easement to the reasonable satisfaction of the Company, or alternatively, if TRI-DISTRICTS refuses to perform the work, the Company shall perform or cause to be performed such repair and maintenance and TRI-DISTRICTS shall promptly reimburse the Company for the reasonable and actual costs and expenses of such repair and maintenance. Determination of whether repair or maintenance to the Ditch and the Ditch Easement is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

7. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch and Ditch Easement as if this Agreement had not been made, and any expense and/or damages caused thereby to TRI-DISTRICTS shall not be chargeable to the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect the Improvements, except in the event of emergency repairs, the Company agrees to give prior notice to TRI-DISTRICTS and to reasonably cooperate with TRI-DISTRICTS to avoid injuries or damages to the Improvements. In the event that the Company finds it necessary to perform emergency repairs to the Ditch and Ditch Easement, either now or at any future time, the Company shall be wholly without liability for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by gross negligence or wanton and willful misconduct; however, the Company will use reasonable means to avoid damage to the Improvements. Determination of whether an emergency exists shall be at the reasonable discretion of the Company.

8. Any subsequent repair and/or maintenance of the Improvements shall be entirely without disturbance of the flow of water into the Ditch, unless permission in writing is first received from the Company for such disturbance. To the extent permitted by law, TRI-DISTRICTS expressly agrees that it shall be liable to the Company and/or its shareholders for damages for any unauthorized use or disturbance of the flow of water through the Ditch caused by the TRI-DISTRICTS or the Improvements, without the Company's prior written permission. Upon completion of any activity upon the Crossing Area by TRI-DISTRICTS, TRI-DISTRICTS shall clean the Ditch and ditch bank area to cause it to be in substantially the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils.

9. If there are any deficiencies in the work of TRI-DISTRICTS or any variation from the plans, TRI-DISTRICTS shall forthwith remedy the same. In so doing, TRI-DISTRICTS shall meet all reasonable requirements of the Company for the protection of the Ditch comparable to conditions prior to the construction of the project.

10. The Improvements shall be owned and controlled by Company. Repair and/or maintenance of the Improvements shall be entirely without cost to the Company. In addition to the consideration recited in Section 2, the Company's attorneys and engineers shall be directed to review this Agreement and to consult with Company officials and/or employees as to its contents and effect, and their reasonable fees and expenses shall be paid by TRI-DISTRICTS.

11. To the extent permitted by law, TRI-DISTRICTS shall indemnify and hold the Company, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by TRI-DISTRICTS of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing, Crossing Area and the Improvements thereon by TRI-DISTRICTS and/or its employees and/or invitees, and by other third parties, except to the extent caused by the gross negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors and/or subcontractors.

12. TRI-DISTRICTS hereby covenant and agree:

A. TRI-DISTRICTS shall not install a fence, plant trees, brush or vegetation that obstructs access to the Ditch, the Ditch Easement or the Crossing Area, or construct any building within the Ditch, the Ditch Easement or Crossing Area, unless written authorization is first received from the Company.

B. TRI-DISTRICTS shall promptly backfill any excavations made by it on the Ditch and Ditch Easement and repair any damage it shall do within the Ditch and Ditch Easement to the satisfaction of the Company.

C. TRI-DISTRICTS shall not spill dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch by TRI-DISTRICTS or its contractors, TRI-DISTRICTS agree to completely clean and restore the affected area of the Ditch to the Company's satisfaction.

D. If at any time the Improvements or any work by TRI-DISTRICTS cause any settling in the Ditch embankments, the roads thereon, the Crossing Area or any part of the Ditch Easement, TRI-DISTRICTS will upon notification from the Company, immediately make all repairs required by the Company at TRI-DISTRICTS's expense.

E. Should any water seepage and/or leakage from the Ditch occur as a result of TRI-DISTRICTS's installation of the Improvements, TRI-DISTRICTS shall repair the Ditch to stop the seepage and/or leakage to the satisfaction of the Company. In the event TRI-DISTRICTS fail to perform such repair, the Company may perform such repair and TRI-DISTRICTS shall reimburse the Company for any reasonable expenses incurred in repairing the Ditch in order to stop the water seepage and/or leakage.

13. In the event either TRI-DISTRICTS or the Company shall be in default in any of their covenants herein, so as to require the Party not in default to retain counsel to attempt to enforce said covenants and to commence legal or equitable action against the defaulting Party, upon a determination by the court of default, the defaulting Party shall be liable for all reasonable expenses of said litigation incurred by the enforcing Party, including, but not limited to docket fees, discovery and reasonable attorney's fees.

14. Notwithstanding any other provision of this Agreement to the contrary, the obligations of TRI-DISTRICTS in fiscal years after the fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, and the failure of TRI-DISTRICTS to appropriate such funds may be grounds for termination of this Agreement after ninety (90) days

written notice to Company if TRI-DISTRICTS fails to appropriate the funds necessary for such obligation during the notice period.

15. Any notice required or permitted hereunder shall be deemed effective when deposited in the United States mail, postage prepaid, first class and addressed to the party to whom notice is to be given, as follows:

If to Company: Larimer County Canal No. 2
c/o Fischer, Brown, Bartlett, Larsen & Irby, P.C.
Attn: Brent Bartlett
1319 E. Prospect Road Fort Collins, O 80525

With a copy to:
Registered Agent as reflected in the records
of the Colorado Secretary of State

If to TRI-DISTRICTS: East Larimer County Water District
232 S. Link Lane
Fort Collins, CO 80524

Fort Collins-Loveland Water District
5150 Snead Drive
Fort Collins, CO 80525

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

16. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents or Agreements existing or of record in the Clerk and Recorder's office in Larimer County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

17. This Agreement shall be interpreted and enforced under the laws of the State of Colorado. In the event of arbitration or litigation, venue shall be exclusively proper in Larimer County, Colorado.

18. This Agreement is contingent upon, and shall not take effect until, the approval of by the Company of the completed plans and specifications of the Improvements, signed by the President,

and the giving of such approval to TRI-DISTRICTS. The Company may make suggested revisions to the plans and specifications, and if such revisions are fully agreed to by TRI-DISTRICTS in writing, with notice of such acceptance being given to the Company, then this Agreement shall become effective upon receipt by the Company of such notice.

19. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed by the proper officers or agents and have affixed their seals hereto on the day and year first above written.

EAST LARIMER COUNTY WATER DISTRICT

By: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The above and foregoing Agreement was acknowledged before me this ___ day of _____, 2023, by _____, East Larimer County Water District

WITNESS my hand and official seal.

MY commission expires: _____

Notary Public
{SEAL}

[Remainder of page intentionally blank. Signatures to follow.]

FORT COLLINS-LOVELAND WATER DISTRICT

By: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The above and foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by _____, Fort Collins-Loveland Water District

WITNESS my hand and official seal.

MY commission expires: _____

Notary Public
{SEAL}

[Remainder of page intentionally blank. Signatures to follow.]

NORTH WELD COUNTY WATER DISTRICT

By: _____

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The above and foregoing Agreement was acknowledged before me this ___ day of _____, 2023, by _____, North Weld County Water District

WITNESS my hand and official seal.

MY commission expires: _____

Notary Public
{SEAL}

[Remainder of page intentionally blank. Signatures to follow.]

**LARIMER COUNTY CANAL NO. 2,
A Colorado mutual ditch corporation**

By: _____
Mike Calhoon, President

STATE OF COLORADO)
)
) ss.
COUNTY OF _____)

The above and foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Mike Calhoon, President, Larimer County Canal No. 2, a Colorado mutual ditch corporation.

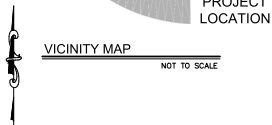
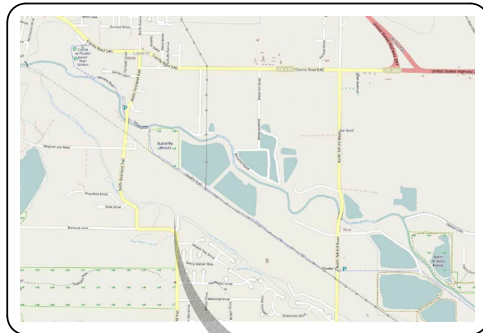
WITNESS my hand and official seal.

MY commission expires: _____

Notary Public
{SEAL}

TRI-DISTRICT OVERLAND PONDS LARIMER #2 DITCH LATERAL

December, 2022



PROJECT
LOCATION

VICINITY MAP
NOT TO SCALE

BENCHMARKS

Coordinate Control

VERTICAL DATUM:
PROJECT DATUM: NAVD88
BENCHMARK: NGS A-136
ELEVATION: 5060.48 (NAVD 88 DATUM)

HORIZONTAL DATUM:
MODIFIED NAD83/2011 COLORADO STATE PLANE COORDINATE SYSTEM NORTH ZONE

NOTE:
1. THIS DRAWING IS AT MODIFIED STATE PLANE. SCALE FACTOR 1.000262069 (0.999738000)

CONTACT INFORMATION



OWNER
Tri-Districts
Richard Raines, P.H.
Soldier Canyon Filter Plant
4424 LaPorte Avenue
Fort Collins, Colorado 80521
(970) 482-3143

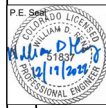


CIVIL ENGINEER
Ditesco
Bill Renz, P.E.
2133 S. Timberline Road, Suite 110
Fort Collins, Colorado 80525
(970) 632-5068

SHEET INDEX		
INDEX NO.	SHEET NO.	DESCRIPTION
COVER AND GENERAL NOTES		
1	C001	COVER SHEET
SITE LAYOUT SHEETS		
6	C102	OUTLET STRUCTURE SITE AND GRADING PLAN
DETAIL SHEETS		
7	C103	STRUCUTRE DETAILS



LARIMER COUNTY #2 DITCH COMPANY
PROJECT _____ DATE _____



SHEET STATUS
FOR REVIEW

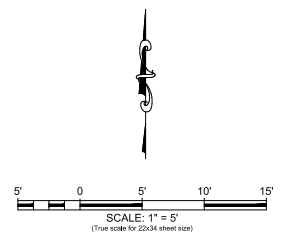
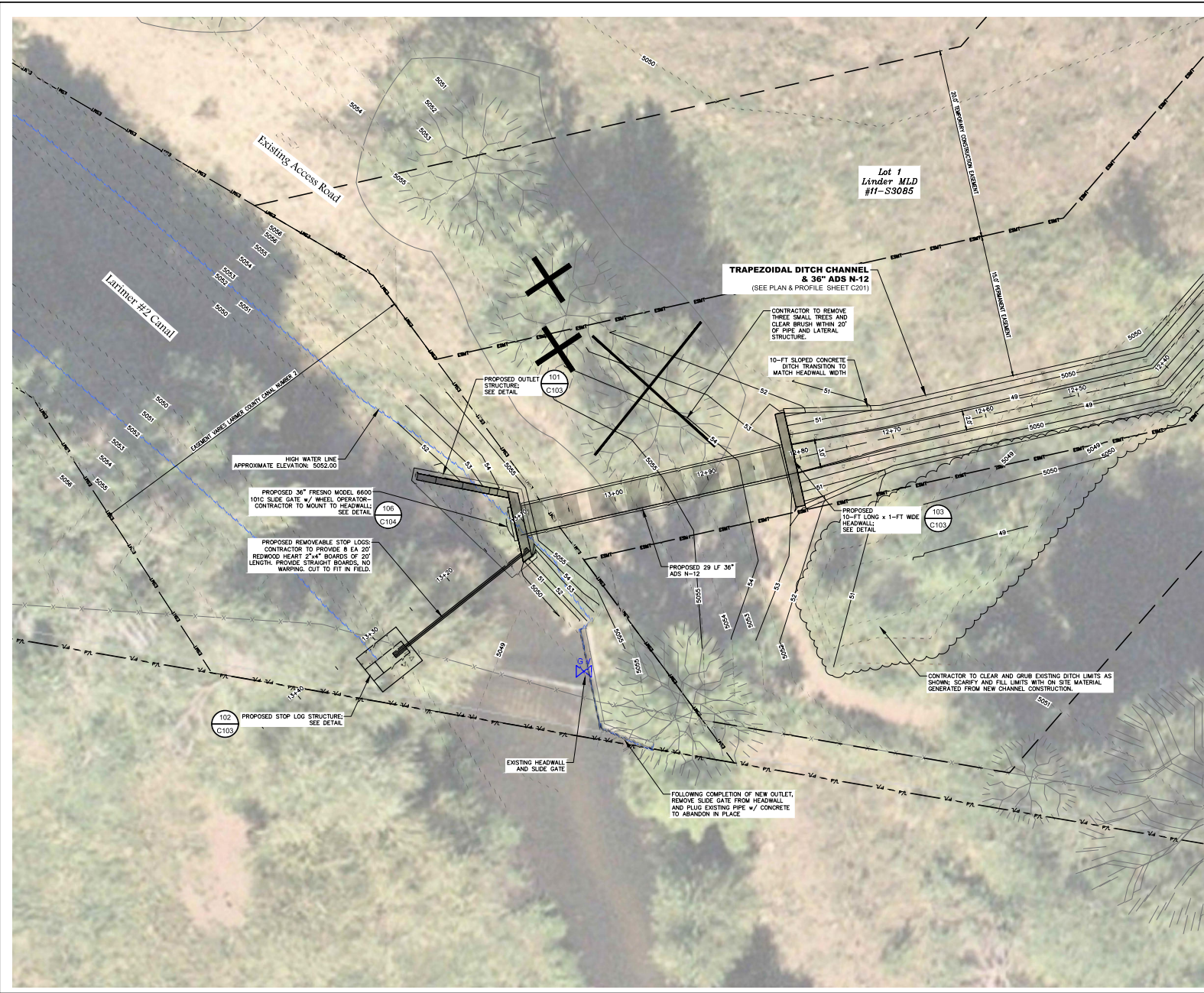
COVER SHEET	
DESIGNED BY:	B. Renz
DRAWN BY:	R. Burner
APPROVED BY:	B. Renz
DATE:	December 15, 2022
SCALE:	NTS
FILE NAME:	Cover Sheet.dwg

TRI-DISTRICTS
LARIMER NO 2 DITCH LATERAL

PROJECT NUMBER:
XXXXX
SHEET NUMBER
C001
SHEET INDEX: 1

Drawing Name: D:\Projects\Larimer No 2 Lateral\Draw\Sheets\Cover Sheet.dwg Monday, December 05, 2022 5:57 PM By: Rhonda Renner

Drawing Name: D:\Projects\Larimer No 2 Lateral\Draw\Sheets\Site Layout.dwg, Tuesday, December 06, 2022 9:48 PM By: Rhonda Bunzer



LEGEND:

EXISTING CONTOURS	--- 4987 ---
EXISTING PROPERTY LINE	--- P.A. ---
EXISTING EASEMENT	--- ESM ---
EXISTING FENCE	--- W ---
EXISTING WATERLINE	--- W ---
EXISTING WATER EDGE	--- 15' UD ---
EXISTING 15" UNDERDRAIN	--- 15' UD ---

EXISTING TREES

Symbol: Tree icon

EXISTING TREES TO BE REMOVED

Symbol: Tree icon with an 'X' over it

FIELD SURVEY BY:
ORIGINAL FIELD SURVEY: MAJESTIC SURVEYING
DATE: September 28, 2022

- NOTES:**
1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DEMOLITION, REMOVAL, REPLACEMENT AND DISPOSAL OF ALL FACILITIES AND MATERIAL.
 3. ALL SYMBOLS ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
 4. CONTRACTOR TO USE ONSITE MATERIAL FOR FILL AREAS.
 5. CONTRACTOR SHALL SCARP ALL FILL AREAS PRIOR TO EMBANKMENT AND SHALL USE ONSITE MATERIALS FOR BACKFILL OF STRUCTURES AND SITE GRADING.
 6. ALLOWANCE FOR CHANNEL STABILIZATION SHALL INCLUDE OVEREXCAVATION, PLACEMENT OF STABILIZATION ROCK AND COMPACTION AS DIRECTED BY THE ENGINEER.
 7. CONTRACTOR SHALL PROTECT STOCKPILED AREAS WITH APPROPRIATE EROSION CONTROL.
 8. CONTRACTOR SHALL PROVIDE TWO TEMPORARY MOBILE RUMBLE STRIPS CONSTRUCTION ENTRANCE TREATMENTS AT THE SITE ACCESS OFF OF OVERLAND TRAIL.
 9. CONTRACTOR SHALL HAUL OFF AND DISPOSE OF UNSUITABLE MATERIAL USING ALLOWANCE PAY ITEM AS DIRECTED BY ENGINEER.

LARIMER COUNTY #2 DITCH COMPANY

PREPARED _____ DATE _____

Project & Construction Services
2133 S. Timberline Road, Suite 110
Fort Collins, Colorado 80525
www.ditecoarvco.com

P.E. RICHARDO LIZENSKI
Professional Engineer
No. 12112
December 5, 2022
1" = 5"
FILE NAME: Site Layout.dwg

NO.	DATE	BY	REVISIONS

DESIGNED BY: B. Reinz
DRAWN BY: R. Bunzer
APPROVED BY: B. Reinz

DATE: December 5, 2022
SCALE: 1" = 5"
FILE NAME: Site Layout.dwg

PROJECT NUMBER: XXXX
SHEET NUMBER

C102

TRIDISTRICTS
LARIMER NO 2 DITCH LATERAL

SHEET INDEX: 6

Account # 940003
(13 water, 33 plant investments)

Customer would like to sell 4 of their 13 water allocations back to the District. They have owned the tap since June 2021. They used approximately 7 allocations in the 2022 water year, and so far this year they have used approximately 5 allocations, with 2 months remaining in the 2023 water year. If approved, their account would have 9 water allocations moving forward.



The background of the slide is a light gray gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance.

NWCWD COST OF SERVICE STUDY: WATER CHARGES AND PLANT INVESTMENT FEE *PRELIMINARY RESULTS*

GEORGE OAMEK, HONEY CREEK RESOURCES, INC.

SEPTEMBER 11, 2023

2023 COST OF STUDY UPDATE

- THE 2021-22 COS STUDY WAS APPROVED BY THE BOARD BUT NOT YET IMPLEMENTED IN ITS ENTIRETY
- A NEED FOR UPDATING STEMS FROM UPCOMING WSA NEGOTIATIONS WITH TOWNS, COMMERCIAL USAGE ISSUES, ALLOCATION OF CAPACITY TO HANDLE GROWTH, AND OTHER ISSUES
- RESULTS ARE PRELIMINARY PENDING BOARD AND STAFF REVIEW
 - MODIFICATIONS WILL DEPEND ON THEIR INPUT AND THE FINAL MASTER PLAN

COST OF SERVICE

- NWCWD HAS HISTORICALLY USED COS TO SET RATES, BUT AT A DISTRICT-WIDE LEVEL
 - “DISCOUNTS” GIVEN TO TOWNS AREN’T REALLY DISCOUNTS BUT RECOGNITION THAT TOWNS ARE LESS EXPENSIVE TO SERVE ON A 1,000 GALLON BASIS
- AS THE DISTRICT HAS EVOLVED, SO HAS A NEED TO DISTINGUISH AMONG TYPES OF CUSTOMERS AND THE DEMANDS THEY PUT ON THE SYSTEM, BOTH USAGE AND CAPACITY
- THE 2022 ANALYSIS (AND CURRENT UPDATE) USES THE BASE-EXTRA CAPACITY METHOD TO ALLOCATE DISTRICT COSTS AMONG CUSTOMER CLASSES
- ALLOWS FOR UNIQUE RATES FOR EACH CUSTOMER CLASS BASED ON THEIR USAGE CHARACTERISTICS
- THE BASE-EXTRA CAPACITY METHOD IS AWWA STANDARD PRACTICE (AWWA M1 MANUAL, 7TH ED)

IMPACTS OF COST OF SERVICE RATES ACROSS CUSTOMER CLASSES

- RESIDENTIAL USERS WILL HAVE THE HIGHEST VOLUME CHARGE, \$1,000 GAL, BECAUSE OF SUMMER LANDSCAPE IRRIGATION (HIGH MAX DAY AND MAX HOUR DEMAND PEAKING FACTORS)
- COMMERCIAL USERS WILL HAVE A LOWER VOLUME CHARGE DUE TO MORE STEADY, CONSTANT DEMAND, RESULTING IN SMALLER PEAKS
- VOLUME CHARGES FOR TOWNS WILL INCORPORATE THEIR MAX DAY DEMAND AND USAGE. HOWEVER THE TOWNS DO NOT PAY FOR RAW WATER, PEAK HOUR STORAGE, OR THE LOCAL DISTRIBUTION SYSTEM
 - TOWNS' VOLUME CHARGES CAN BE HANDLED INDIVIDUALLY OR COLLECTIVELY

CALCULATED COST OF SERVICE RATES

	Current water charges	Baseline cost-of-service water rates, 2022	Baseline cost-of-service water rates, 2023 update
Residential customers	\$4.44/1,000 gal	\$6.15/1,000 gal	\$6.50/1,000 gal
Commercial and industrial	\$4.44/1,000 gal	\$4.45/1,000 gal	\$4.30/1,000 gal
Towns (average)	\$3.33/1,000 gal	\$3.72/1,000 gal average	\$4.40/1,000 gal average
Plant Investment fee	\$20,250/tap District \$15,100/tap Town	\$20,250/tap District-wide	\$22,650/tap District \$16,700/tap Town

CALCULATED VOLUME CHARGE FOR TOWNS, BASED ON THEIR HISTORIC PEAKING FACTORS (\$/1000 GAL)

Town of Windsor	\$	4.03
Town of Eaton	\$	4.57
Town of Severance	\$	4.30
Town of Ault	\$	4.70
Town of Pierce	\$	4.03
N. Colo Water Assoc #A-2110	\$	4.57
Town of Nunn	\$	4.57
Simple average	\$	4.39

ADDITIONAL CONSIDERATIONS

- CHANGES IN CALCULATED VOLUME CHARGES BETWEEN 2022 AND 2023 ARE DUE TO REVISED ASSUMPTIONS ABOUT WATER USAGE AND THE PACE OF NEW TAPS
- NEAR-TERM WATER AND PI SURCHARGE REVENUES ARE NEAR BUDGETED AMOUNTS, BUT ARE ASSUMED TO DECLINE OVER TIME TO 10% OF THEIR CURRENT LEVEL BY 2032
- WATER AND PI SURCHARGE LEVELS ARE NOW ASSUMED TO BE SPLIT EVENLY BETWEEN REDUCING CUSTOMER RATES AND FUTURE CAPITAL IMPROVEMENTS. THIS IS ULTIMATELY A POLICY DECISION BY THE BOARD
- 2023 PRELIMINARY PLANT INVESTMENT FEE REQUIRES MORE CONSIDERATION ABOUT REMAINING SYSTEM CAPACITY AFTER 2032

	NWCWD current	NWCWD, baseline COS scenario	East Larimer County WD	Fort Collins-Loveland WD (residential, outside Fort Collins)	Town of Wellington	City of Loveland (inside City)	City of Greeley (not on Water Budget)	City of Fort Collins
Monthly service charge	\$26.64, includes first 6,000 gallons	Residential \$36.96; Comm/Indus \$26.70 Both include first 6,000 gallons	\$14.35	\$17.01	\$49.71	\$19.31	\$17.50	\$19.02
Volume charge (\$/1,000 gallons)	All users: \$4.44 Wholesale service to Towns: \$3.33	Residential: \$6.50 Comm/Indus: \$4.30 Wholesale service to Towns: \$4.40	Residential: \$4.35 Commercial \$3.72	Residential: \$1.98 (<8,000 gal) \$2.81 <15,000 gal	\$0.00 (<3,000 gal) \$11.70 (3,000 to 7000 gal; \$15.20 up to 20,000 gal)	Residential: \$3.95 Commercial: \$4.70	Residential: \$5.64 Commercial: \$5.60 Industrial: \$4.52	\$2.94 (<7,000 gal) \$3.39 (<13,000 gal)
Excess usage charge (\$/1,000 gallons)	\$6.00 plus volume charge for usage greater than allocation	\$6.00 plus volume charge for usage greater than allocation	\$4.99 plus volume charge for usage greater than allocation	\$3.77 for usage greater than 15,000 gal/mo	\$21.64 (>20,000 gal)	\$1.68 plus volume charge, only for commercial customers	No specific penalty published for non-budget customers.	\$3.90 (>13,000 gal)
Monthly average residential bill (0.32 af)	\$38.59	\$56.49	\$52.16	\$34.22	\$122.21	\$53.64	\$66.52	\$45.33
Monthly average residential bill (0.64 af)	\$77.17	\$112.98	\$90.11	\$60.54	\$254.32	\$87.97	\$115.53	\$110.57

ADDITIONAL CONSIDERATIONS

- RESIDENTIAL CUSTOMERS
 - ABOUT \$2.00/1,000 OF THE \$6.50/1,000 CHARGE IS FOR RAW WATER TO REPLENISH DROUGHT RESERVES
- COMMERCIAL CUSTOMERS
 - IT IS ASSUMED THAT CURRENT OVER USAGE IS ABOUT 2,000 ACRE-FEET, BUT DECLINES OVER TIME
 - FUTURE SURCHARGE REVENUES ARE BASED ON CURRENT SURCHARGE LEVELS
- TOWNS
 - FOR NOW, TOWNS ARE ASSUMED TO STAY WITH THE DISTRICT AT LEAST THROUGH 2032
 - FUTURE UNCERTAINTIES MUST BE CONSIDERED
 - A RATE OF RETURN ON DISTRICT ASSETS FROM WHICH THE TOWNS BENEFIT BUT DO NOT PAY FOR HAS BEEN CALCULATED OUTSIDE OF THIS ANALYSIS. THIS COULD POTENTIALLY INCREASE TOWNS' VOLUME CHARGE BY \$0.60/1,000 IF PURSUED BY THE DISTRICT.
 - SHOULD WATER AND PI SURCHARGE REVENUES CONTINUE TO BE SHARED WITH THE TOWNS?

THE IMPACT OF TOWNS ON DISTRICT FINANCES

- THE TOWNS ACCOUNT FOR ABOUT 37% OF TOTAL DISTRICT WATER USAGE AND ABOUT 30% OF DISTRICT REVENUE, NOT INCLUDING SURCHARGE REVENUES
- IF SEVERANCE, EATON, AND WINDSOR ABRUPTLY LEFT THE SYSTEM:
 - VOLUME CHARGES WOULD HAVE TO INCREASE BY A NET OF \$1.75 TO \$2.50 PER 1,000 GALLONS TO MAKE-UP THE DIFFERENCE
 - FUTURE CAPITAL EXPENDITURES WOULD HAVE TO BE ADJUSTED OR RE-TIMED AND PI FEES REEVALUATED
- ALTERNATIVELY, IF SEVERANCE, EATON, AND WINDSOR MAINTAIN THEIR COMMITMENT AT 2028 LEVELS
 - VOLUME CHARGES WOULD HAVE TO INCREASE BY \$0.20 TO \$0.30 PER 1,000 GALLONS DURING 2029-32 TO MAKE-UP THE DIFFERENCE
 - FUTURE CAPITAL EXPENDITURES WOULD HAVE TO BE ADJUSTED OR RE-TIMED AND PI FEES REEVALUATED

REMAINING TASKS

- INCORPORATE STAFF AND BOARD COMMENTS INTO THE ANALYSIS
- INCORPORATE MASTER PLAN INFORMATION RE. REMAINING CAPACITY INTO THE REVISED PI FEES
- WATER AND PI SURCHARGES:
 - UPDATE WATER AND PI SURCHARGES; DOCUMENT THE BASIS FOR THE PI SURCHARGE
 - PROPORTION OF SURCHARGE REVENUES TO BE USED FOR RATE RELIEF OR PI FEE REDUCTIONS
- TOWNS:
 - POTENTIAL SCENARIOS RE. FUTURE DEMANDS AND RELATIONSHIP WITH DISTRICT
 - WHETHER TO OFFSET TOWN RATE WITH SURCHARGE REVENUES

The background of the slide is a light gray gradient with several realistic water droplets of various sizes scattered across it. The droplets have highlights and shadows, giving them a three-dimensional appearance. The word "QUESTIONS?" is centered in the middle of the slide in a bold, black, sans-serif font.

QUESTIONS?

Preliminary Draft - North Weld County Water District 2024 Budget Memo
To: Board of Directors North Weld County Water District
From: Eric Reckentine
September 11, 2023

Revenue

Total district water usage for North weld County Water District (District) is projected to increase 0.5% annually for the next 5 years from 2022 water usage.

- Commercial water usage is projected as flat to 2022 volumes for the next 5 years.
- Wholesale Water Accounts are projected at an approximate .25% water usage increase annually for the next 5 years from 2022 usages and
- The three towns associated with the Group treatment plant usage volumes are projected as flat perpetually starting in 2028.
- District residential water usage is projected at an approximate 1.5% annual water usage increase for the next 5 years from 2022 usages.

Total meter sale revenue is budgeted to increase from approximately \$18.1 million in the 2023 budget to \$20.8 million in 2024 budget and \$.85 million less to 2022 actual revenues. The 2023 forecast projects approximately \$17.2 million in metered revenues. Water allocation and plant investment surcharges are budgeted at \$6 million annually for the next five years. The district is projected to see approximately \$4 million in total contributions which is flat to 2023 forecast with budgeted sales of approximately 150 meters, \$1.5 million in interest and miscellaneous revenues with a total revenue projection of \$26.3 million.

- The rate increase projections for all customer classes are at 5% for the next five years.
- Towns out of compliance with storage requirements are projected at residential rates for 2024.
- Water allocation surcharges are projected at \$6.00/1000 gallons. Recommend raising water allocation surcharge to Honey Creek Consulting Recommendations.
- Plant investment surcharges are projected at \$3.85/1000 gallons. Recommend increasing PI surcharge to Honey Creek Consulting Recommendations.
- Plant Investment sales are projected at 150 meters sold for 2024- and 175-meter sales annually for the following 5 years.
- Cash in Lieu sales are projected at 3 units in 2024 and at 10 units for the following five years at \$73,500.
- Plant Investment Fee is currently projected at \$20,500 per PI not counting distance fee. Recommend increasing PI surcharge to Honey Creek Consulting Recommendations.

Expenses

Operations Maintenance and Administration 2024 budget is projected at approximately \$10.6 million which is approximately \$1 million increase from 2023 budget and forecast.

- Labor costs are projected to increase approximately \$0.5 million from 2023 to 2024 which equates to approximately 20%, that includes a proposed 5% employee cost of living increase, insurance increases and mid-year increases 2023.
- The District anticipates acquiring two replacement fleet vehicles in 2024 and dump truck.

- The District has budgeted \$30,000 for Web Site Design.
- Repaving Project for Home Office Budgeted at \$100,000
- Fiber Optic Line Installation Budgeted at \$125,000
- Solider Canyon Filter Plant treatment costs rate increase of \$100,000 for 2024, SCWTA budget memo is attached as draft final to be attached for October meeting.
- Increase in material costs projected at double for 2024 from 2023-line replacement and repair and meter repairs O&M costs increase of \$0.5 million dollars.

Capital improvement project costs for 2024 are projected at approximately \$29.5 million compared to 2023 budget of \$27.8 million. Forecast for 2023 is capital improvement projects is projected at \$25.5 million to date. Capital Improvements project costs for 2023 and 2024 are approximately 30% greater than original engineering projections 2021/2022 due to rapid increase in material costs. The anticipated capital improvement ten-year forecast is approximately \$200 million that includes approximately \$60 million in water rights acquisition.

The District is forecasted to complete the following capital improvement projects in 2023:

- Constructed approximately 1.5 of 2 miles Eaton Pipeline Phase II at \$5.3 million dollars.
- Construction of the Greeley/ NW Harmony Interconnect 24- inch Pipeline at \$1.5 million dollars
- Construction NEWT III Transmission Line- Timberline Crossing and Permitting, Pipe and Property Acquisition, and 1st Phase of Construction at \$8.5 million dollars.
- Acquisition of Water Rights at \$7 million dollars
- Rehabilitation Project for Tanks 1A, 5B and 7 at \$1 million dollars CIP and O&M
- Larimer #2 Headgate Construction Project Overland Ponds
- Longs Peak WSSC Recharge Structure
- Emergency Generator Backup Power, Nunn PS, PS-1 and Summit View
- These costs do not reflect reimbursement from ELCO for NEWT III and City of Greeley for Interconnect materials as per the IGA – approximately \$1.5 million dollars.

Capital Improvement System Projects for 2024

- North Weld East Larimer County (NEWT) III transmission line permitting, and construction projected cost of \$8.5 million for 2023 and \$13.5 million for 2024.
- Eaton Pipeline Phase 2 two mile 30-inch distribution construction projected cost of \$5.3 million for 2023, anticipating winter of 2024 construction costs of \$2.5 million.
- Greeley and North Weld Interconnect projected cost of \$1.5 million for pump station acquisition and construction in 2024
- Tank Rehabilitation Program for Tank 4 and Tank 5 at \$1 million
- Tank 1 to CR 78, 16-inch distribution pipeline upsizing project projected start 2024 total project cost of approximately \$9 million with \$2 million dollars in 2024
- Weld County Zone 1 Transmission Line to Tank 1 Site project starts in 2024 and project cost of \$9 million with \$ 2 million dollars budgeted for 2024.
- Tank 1C Design and Construction project cost \$7 million with 2025 construction. Engineering and Design in 2024
- Line 1 Interconnect Project at \$500,000
- Timnath 36-inch Line Lowering projected cost \$1 million with ½ to be paid by Timnath

- Line replacement projects – Highway 85, Woods Lake, County RD 84

Capital Improvement Raw Water Projects for 2024

- Raw water district drought supply acquisition project projected at \$6 million.
- Water Supply and Storage Company Structures projected cost of \$100,000
- Reservoir Pumping Costs of \$200,000.
- Legal and Engineering cost of approximately \$200,000 Change Case and Oppositions

Master Planning

- Finalize Regional Master Plan
- Cost of Service Study Update 2023 dependent on Revised Water Service Agreement.
- System Pressurization Study for analyses of pressurization of the transmission system at the treatment plant to be managed by SCWTA.
- Soldier Canyon Filter Plant Rating Expansion to 65 to 67 MGD be managed by SCWTA projected at \$60,000 for 2024.
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA projected at \$250,000 for 2024.

Total expenditures for 2024 are projected at \$44.5 million dollars. Funds available at end of 2024 are projected at \$16.9 million dollars of which \$5.5 million dollars is depreciation reserve fund with an additional \$7 million in operational reserve fund.

Previous Five-Year Financial Summary 2018 to 2022

From 2018 to 2022, the District has received in approximate figures \$74 million dollars in operational revenue, has received \$61 million in non-operation revenue, has obtained debt proceeds in total of \$51 million dollars with approximately 6 million in miscellaneous incomes, and has maintained approximately \$10 million dollars in operational and replacement reserve funds for a total revenue of \$192 million dollars (\$141 million dollars without debt proceeds),

From 2018 to 2022, the District has acquired approximately 1,300 acre-feet of new water supplies at a cost of approximately \$49 million dollars, averaging \$38,000 per acre-foot and averaging approximately \$10 million annually in water acquisitions investment, constructed approximately \$38 million dollars of system improvements, averaging about \$8 million dollars annually to serve growth and maintain reliable service for a total capital improvement expenditure of \$86 million dollars, has spent \$40 million dollars in operations and maintenance (O&M), or about \$8 million per year, has paid \$16 million in debt service, for total expenditures of approximately \$143 million. Specific projects include:

- Solider Canyon Treatment Plant Expansion from 45 to 60 MGD.
- Line 1 replacement project and 48-inch upsizing.
- Pump Station 1 upgrade.
- Old Eaton Pipeline, 16-inch line replacement and 20-inch upsizing.
- Emergency Backup Power Summit View.
- Eaton Pipeline Project 2 miles Phase 1.
- Pump Station Rebuild Summit View.
- Pump Station Upgrade Station 4.

- Pump Station Upgrade Station 6.
- Mason Street Interconnect City of Greeley 60-inch to NEWT III.
- Horse tooth Operation Project Hansen Pump Back Station.
- 2nd Master Meters to Severance.
- 2nd Master Meter to Windsor.
- Master Meter City of Greeley
- Town of Nunn Pump Station Upsize and Replacement.
- Wild wing Irrigation Raw Water Line.
- Purchase Contract for Knox Pit Reservoir Project - Overland Ponds
- Acquisition of River Bluffs Reservoir Storage Project.
- Acquisition of Overland Ponds – Cells 4 and 5.
- Development of two Return Flow Structures for Native Rights.
- 5- year CDPHE Sanitary Survey.
- American Water Infrastructure Act Survey and Emergency Response System Upgrades.
- Mill Levy Ballot Initiative.
- Emergency Power SCADA.

Policies

The District over the course of 5 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and polices, development review procedures, drought triggers, finance and reserve fund policies, regulatory compliance manual and policies related to back flow and cross connection devices, board of director manual and plant investment and water dedication policies.

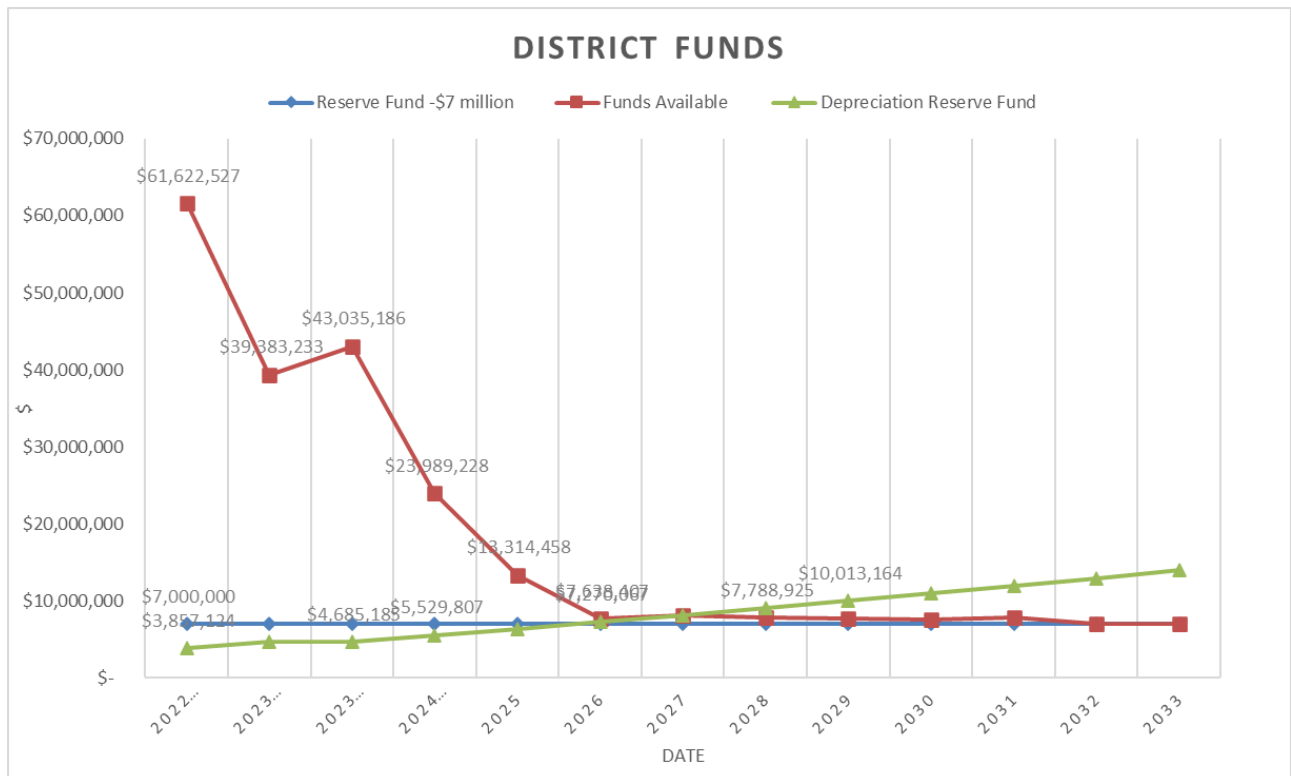
The following are considered by District Management to be key policy changes that have had significant impact on maintaining district solvency:

- Finance Policies for Reserve and Depreciation Funds.
- Elimination of the Conservation Blue Tap Program.
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication.
- Drought Trigger Policies and Surcharges.
- Flow Control Program for Commercial Customers.
- Mortarium Policies Temporarily Limiting New Growth.
- Elimination of the Water Allocation and Plant Investment Reinvestment Program.
- Residential Meter Over Usage Policy and Surcharge

Management Recommendations:

1. A 5% rate increase
2. Increasing the plant investment fee to reflect the Honey Creek recommendation per PI not including distance fee.
3. Increasing CIL to \$73,500
4. Increasing the Plant Investment and Water Allocation Surcharge to Honey Creek recommendation.

	2022 Actual	2023 Budget	2023 Forecast	2024 Budget	Forecast				
					2025	2026	2027	2028	2029
Revenues									
Total Operating Revenue	\$ 21,708,287	\$ 18,189,459	\$ 17,193,431	\$ 20,867,804	\$ 21,642,563	\$ 22,451,083	\$ 23,302,799	\$ 23,700,015	\$ 24,636,199
Debt Proceeds	\$ 34,615,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 1,026,000	\$ 185,081	\$ 1,502,000	\$ 1,537,637	\$ 738,390	\$ 739,157	\$ 739,941	\$ 740,739	\$ 741,554
Total Contributions	\$ 7,134,545	\$ 4,174,964	\$ 3,986,224	\$ 3,895,784	\$ 5,299,500	\$ 5,313,490	\$ 5,327,759	\$ 5,342,315	\$ 5,357,161
Total Revenues	\$ 64,483,832	\$ 22,624,387	\$ 22,681,655	\$ 26,377,605	\$ 27,758,361	\$ 28,583,196	\$ 29,451,554	\$ 29,865,745	\$ 30,819,244
Expenditures									
Administrative	\$ 2,163,522	\$ 2,147,230	\$ 2,065,250	\$ 2,058,589	\$ 2,105,146	\$ 2,152,796	\$ 2,201,565	\$ 2,251,481	\$ 2,302,572
Operational	\$ 6,622,341	\$ 7,165,217	\$ 7,642,136	\$ 8,577,634	\$ 8,367,752	\$ 8,333,206	\$ 8,439,343	\$ 8,663,126	\$ 8,875,719
Debt Service	\$ 2,907,375	\$ 5,127,288	\$ 4,654,000	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000
Water Enterprise Fund 2020 Bond	\$ 477,288	\$ 473,288	\$ 473,288	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350
Capital Improvements	\$ 12,223,970	\$ 28,239,700	\$ 25,589,700	\$ 29,505,000	\$ 22,660,000	\$ 18,460,000	\$ 13,060,000	\$ 13,860,000	\$ 14,310,000
Total Expenditures	\$ 24,394,496	\$ 42,679,435	\$ 40,424,374	\$ 44,562,048	\$ 37,554,386	\$ 33,362,927	\$ 28,123,158	\$ 29,196,846	\$ 29,905,291
Earnings	\$ 40,089,336	\$ (20,055,048)	\$ (17,742,719)	\$ (18,184,443)	\$ (9,796,026)	\$ (4,779,731)	\$ 1,328,396	\$ 668,899	\$ 913,953
Funds Available (carry over prior to depreciation)	\$ 62,450,588	\$ 40,227,855	\$ 43,879,808	\$ 24,850,743	\$ 14,193,203	\$ 8,534,727	\$ 8,966,803	\$ 8,721,456	\$ 8,702,878
Depreciation	\$ 828,061	\$ 844,622	\$ 844,622	\$ 861,515	\$ 878,745	\$ 896,320	\$ 914,246	\$ 932,531	\$ 951,182
Funds Available	\$ 61,622,527	\$ 39,383,233	\$ 43,035,186	\$ 23,989,228	\$ 13,314,458	\$ 7,638,407	\$ 8,052,557	\$ 7,788,925	\$ 7,751,696
Reserve Fund -\$7 million	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000
Fund Available minus reserve fund	\$ 54,622,527	\$ 32,383,233	\$ 36,035,186	\$ 16,989,228	\$ 6,314,458	\$ 638,407	\$ 1,052,557	\$ 788,925	\$ 751,696
Depreciation Reserve Fund	\$ 3,857,124	\$ 4,685,185	\$ 4,685,185	\$ 5,529,807	\$ 6,391,322	\$ 7,270,067	\$ 8,166,387	\$ 9,080,633	\$ 10,013,164



North Weld County Water District
2024 Budget

	BREAKDOWN	2024 Budget	2025	2026	2027	2028	2029
3000	Revenue	\$ 26,377,605	\$ 27,758,361	\$ 28,583,196	\$ 29,451,554	\$ 29,865,745	\$ 30,819,244
	3100 Operating	\$ 20,867,804	\$ 21,642,563	\$ 22,451,083	\$ 23,302,799	\$ 23,700,015	\$ 24,636,199
	3200 Non-Operating	\$ 1,500,845	\$ 700,862	\$ 700,879	\$ 700,897	\$ 700,914	\$ 700,933
	3300 New Service	\$ 3,895,784	\$ 5,299,500	\$ 5,313,490	\$ 5,327,759	\$ 5,342,315	\$ 5,357,161
	3400 Ag-Water Income (Non-Op)	\$ 18,571	\$ 18,943	\$ 19,321	\$ 19,708	\$ 20,102	\$ 20,504
	3500 Miscellaneous (Non-Op)	\$ 18,221	\$ 18,585	\$ 18,957	\$ 19,336	\$ 19,723	\$ 20,117
	3700 Debt Proceeds						
	2009 Bond Revenue (included in operating revenue)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4000	Operational Expense	\$ 8,577,634	\$ 8,367,752	\$ 8,333,206	\$ 8,439,343	\$ 8,663,126	\$ 8,875,719
	4100 Water	\$ 3,943,491	\$ 3,677,054	\$ 3,787,548	\$ 3,811,864	\$ 3,951,924	\$ 4,078,844
	4200 Personnel Operations	\$ 2,042,823	\$ 2,093,731	\$ 2,145,912	\$ 2,199,398	\$ 2,254,220	\$ 2,310,413
	4400 Operation & Maintenance	\$ 2,183,198	\$ 2,180,682	\$ 1,975,136	\$ 1,994,979	\$ 2,015,218	\$ 2,035,863
	4500 Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4600 Electricity	\$ 184,722	\$ 188,416	\$ 192,185	\$ 196,028	\$ 199,949	\$ 203,948
	4700 Communications	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308
	4800 Insurance	\$ 172,400	\$ 175,848	\$ 179,365	\$ 182,952	\$ 186,611	\$ 190,344
	4900 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5000	Administrative	\$ 2,058,589	\$ 2,105,146	\$ 2,152,796	\$ 2,201,565	\$ 2,251,481	\$ 2,302,572
	5100 Personnel - Administrative	\$ 538,541	\$ 554,697	\$ 571,338	\$ 588,479	\$ 606,133	\$ 624,317
	5200 Payroll Taxes	\$ 144,068	\$ 146,949	\$ 149,888	\$ 152,886	\$ 155,944	\$ 159,062
	5300 Health Insurance	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946	\$ 66,245	\$ 67,570
	5400 Office Utilities	\$ 211,907	\$ 216,145	\$ 220,468	\$ 224,878	\$ 229,375	\$ 233,963
	5500 Office Expenses	\$ 204,939	\$ 209,037	\$ 213,218	\$ 217,483	\$ 221,832	\$ 226,269
	5600 Professional Fees	\$ 787,934	\$ 803,693	\$ 819,767	\$ 836,162	\$ 852,885	\$ 869,943
	5900 Miscellaneous	\$ 110,000	\$ 112,200	\$ 114,444	\$ 116,733	\$ 119,068	\$ 121,449
6000	Capital Improvements	\$ 29,505,000	\$ 22,660,000	\$ 18,460,000	\$ 13,060,000	\$ 13,860,000	\$ 14,310,000
	6200 Storage Tanks	\$ 1,000,000.00	\$ 7,000,000.00	\$ 750,000.00	\$ 1,000,000.00	\$ -	\$ -
	6300 Pump Stations	\$ 75,000.00	\$ -	\$ -	\$ 1,500,000.00	\$ 2,500,000.00	\$ 4,000,000.00
	6400 Equipment	\$ 220,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -
	6500 System	\$ 21,700,000	\$ 9,000,000	\$ 11,200,000	\$ 4,000,000	\$ 4,800,000	\$ 4,750,000
	6600 Water Rights/Storage	\$ 6,330,000	\$ 6,380,000	\$ 6,330,000	\$ 6,380,000	\$ 6,380,000	\$ 5,380,000
	6700 Land / Easements	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
	6900 Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Bond Issue	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000
	7200 Interest / Principle	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000
	7400 Interest Expense Other						
	7800 Depreciation						
	7900 Amortization						
	Water Enterprise Fund	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350
	Total Expense	\$ 44,562,048	\$ 37,554,386	\$ 33,362,927	\$ 28,123,158	\$ 29,196,846	\$ 29,905,291

SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board of Directors

From: Mark Kempton, P.E., CWP - SCWTA Manager

Date: September 7th, 2023

RE: DRAFT - 2024 Budget for the Soldier Canyon Water Treatment Authority

The intent of this memo is to present the proposed draft Operational & Maintenance and Renewal & Replacement expenditure budgets for the Soldier Canyon Water Treatment Authority (SCWTA) for the fiscal year 2024. In addition to treatment plant expenses, the SCWTA budget includes funding for the Tri-District’s Water Resources personnel. Due to the unusual summer weather and subsequent lower water demands in 2023, the calculations used for District per gallon cost contributions are based on the 2023 budget annual production of 8.4 billion gallons of treated water, as detailed in Table 1 below. The fiscal year for the SCWTA budget is January 1 through December 31.

NOTE – Need input from Districts on the % increase assumptions in this Table.

Table 1 – Historic and projected water usage (MG)

<u>District</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023* Projected</u>	<u>2024 Projected**</u>	<u>Assumed 2024 (decrease)/increase over 2022</u>
East Larimer County	1,449	1,540	1,232	1,638	6.3%
Fort Collins Loveland	3,167	3,336	2,668	3,610	7.5%
North Weld County	3,683	3,514	2,811	3,867	10%
Tri-Districts Totals	8,299	8,391	6,712	9,115	8.6%

*Assumed 20% decrease in summer demands

**Same 2023 projected values as used in the 2023 Budget.

The following documents are included to provide details for the 2024 Budget.

- A. **2024 Budget** – The budget summarizes the proposed revenues, expenditures, and reserve account fund projections. It also summarizes the funding responsibility for each District.
- B. **Operations & Maintenance (O&M) Summary** – The attached worksheet lists the major categories in the O&M Budget. The operations and maintenance summary is divided into six major categories.
 - a. Personnel Services
 - b. Professional Services
 - c. Utilities

- d. Contractual Services
 - e. Commodities
 - f. Repair and Maintenance
- C. **O&M Expense Detail Worksheet** – The attached worksheet provides additional detail about planned O&M Expenses for 2024.
- D. **Renewal & Replacement Fund Summary** – This worksheet lists the upcoming Renewal and Replacement (R&R) Fund projects planned for 2024.

General Review of 2023

Treated Water Production

The annual plant production for 2023 is projected to be 6.7 billion gallons. To date, the peak daily plant production in 2023 was 46.55 million gallons, recorded on July 26, 2023. For comparison, the annual plant production and peak daily production for 2022 were 8.39 billion gallons and 49.76 MGD, respectively.

Water Quality

Treated water produced at Soldier Canyon Filter Plant continues to be rated as very high-quality water. All Environmental Protection Agency, (EPA) and Colorado Department of Public Health and Environment, (CDPHE), Safe Drinking Water regulations were met, with the exception of one external lab reporting error. In most cases, water quality far exceeded regulatory requirements.

Water Quality / Regulatory / Watershed

SCWTA continues to support monitoring of the Poudre River watershed in conjunction with regional partners.

2024 Proposed Budget

Operations & Maintenance Budget

The proposed O&M budget for 2024 is \$6,426,851. This is an increase of 4.5% from the 2023 O&M budget of \$6,151,833.

Details of expense categories, proposed 2024 costs, and 2024 over 2023 budget % changes are listed below.

1. Personnel Services (\$3,347,631) – 2.0% increase.
An assumed wage increase of 5% is included in the 2024 budget. Increases are primarily due to health insurance and personnel costs.
2. Professional Services (\$73,465) – 37% decrease.
Decreases in legal and engineering services.
3. Utilities (\$167,937)– 46.7% increase
Increase due to higher electricity and natural gas costs.

4. Contractual Services (\$572,483) – 12.2% increase
Increases in liability insurance, and PVP Enterprise indirect costs/capital projects.
5. Commodities (\$1,515,619) – 8.7% increase
Increased cost of water treatment chemicals.
6. Facilities Repair and Maintenance (\$749,716) – 2.0% increase
Increase due to project selection. Proposed projects for 2024 include:
 - PLC Controls improvements.
 - Painting Pipes.
 - Replace House Water PVC Piping.
 - Replace Surface Wash Pipes.
 - Replace Filter Actuators.
 - Upgrade Filter Consoles.
 - Replace Redwood Floc Walls - Annual Program.
 - Replace filters 1-20 surface wash PVC - Annual Program.
 - Filter Air Solenoid Valve replacement program - Annual Program.
 - Tank 2 - Spot coating repairs.
 - Yard Butterfly Valve Actuator Replacement - Annual Program.

Renewal and Replacement (R&R) Fund Budget

The proposed R&R Fund budget for 2024 is \$1,936,738. This is a decrease of 3.4% from the 2023 R&R budget. Proposed 2024 R&R projects are listed below:

1. New Hydrocarbon Analyzer for Poudre River and new Lab TOC Analyzer - \$95,000.
New analyzer at the PVP Sed Basin to detect gasoline spills in the Poudre River.
2. Upgrade SCADA operating system - \$260,000.
Upgrade the iFix SCADA operating interface.
3. Upgrade Chlorine Dioxide system - \$400,000.
Replace the older, smaller 195-gallon tank with a new 800-gallon tank, install new generators, and piping.
4. Replace MCC - \$568,000.
Replace the main Plant Motor Control Center.
5. Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program- \$100,000.
Replace sludge collectors – phase over several years until complete.
6. Vehicle replacement - \$85,000.
Replace two 15-year-old maintenance trucks.
7. Replace Mud Valves - Floc Basin Drains - \$32,000.
Replace original mud valves.
8. Replace NWCWD 20-inch meter - \$280,000.

Table 2 – Summary of 2024 District costs

	<u>East Larimer County</u>	<u>Fort Collins Loveland</u>	<u>North Weld County</u>
Fixed O&M	\$1,124,350	\$1,888,504	\$1,904,485
Variable O&M	\$271,265	\$597,843	\$640,404
Renewal and Replacement	\$442,835	\$743,804	\$750,099
Total	\$1,838,450	\$3,230,151	\$3,294,988
Increase/(Decrease) from 2023 Budget	2.18%	2.60%	2.70%

Soldier Canyon Water Treatment Authority
Water Enterprise Fund
DRAFT 2024 Budget

Prepared 8/8/2022 Approved on ????????

	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Beginning Balance For All Funds	3,682,250	3,922,032	3,922,032	3,948,735	2,516,298	2,583,084	2,965,776	2,966,276	2,971,526	2,977,026	2,996,649	3,016,556	3,036,776	3,057,312	3,078,163	3,099,360
Ending Balance for All Funds	3,922,032	2,028,675	2,516,298	1,601,502	1,922,987	2,965,776	2,966,276	2,971,526	2,977,026	2,996,649	3,016,556	3,036,776	3,057,312	3,078,163	3,099,360	3,117,838

Operations & Maintenance Fund	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Beginning Balance	\$ 2,408,194	\$ 1,840,810	\$ 1,840,810	\$ 1,867,783	\$ 1,726,839	\$ 1,765,526	\$ 1,746,952	\$ 1,747,202	\$ 1,752,202	\$ 1,757,202	\$ 1,769,250	\$ 1,781,371	\$ 1,793,564	\$ 1,805,831	\$ 1,818,172	\$ 1,830,587
Revenue	\$ 4,592,130	\$ 4,594,399	\$ 4,589,899	\$ 3,599,030	\$ 4,633,388	\$ 4,677,208	\$ 6,152,083	\$ 5,547,445	\$ 6,431,851	\$ 6,419,235	\$ 6,611,523	\$ 6,809,578	\$ 7,013,573	\$ 7,223,686	\$ 7,440,100	\$ 7,662,278
Expenses	\$ 3,950,280	\$ 4,704,198	\$ 4,703,870	\$ 4,677,940	\$ 4,937,667	\$ 4,695,782	\$ 6,151,833	\$ 5,542,445	\$ 6,426,851	\$ 6,407,187	\$ 6,599,402	\$ 6,797,384	\$ 7,001,306	\$ 7,211,345	\$ 7,427,686	\$ 7,650,516
Transfer from O&M to Replacement	\$ 1,209,234			\$ -		\$ -										
Fund Year Ending Balance (Min = \$738,491)	\$ 1,840,810	\$ 1,731,011	\$ 1,726,839	\$ 788,873	\$ 1,422,560	\$ 1,746,952	\$ 1,747,202	\$ 1,752,202	\$ 1,757,202	\$ 1,769,250	\$ 1,781,371	\$ 1,793,564	\$ 1,805,831	\$ 1,818,172	\$ 1,830,587	\$ 1,842,349
<i>O&M Fund Emergency Reserve Target Requirement (3 mos.) - min \$738,491</i>	\$ 812,261	\$ 1,176,050	\$ 1,175,968	\$ 1,175,050	\$ 1,234,417	\$ 1,173,946	\$ 1,537,958	\$ 1,385,611	\$ 1,606,713	\$ 1,601,797	\$ 1,649,851	\$ 1,699,346	\$ 1,750,327	\$ 1,802,836	\$ 1,856,921	\$ 1,912,629

Renewal & Replacement Fund	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fund Year Beginning Balance	\$ 393,783	\$ 1,206,567	\$ 1,206,567	\$ 1,206,567	\$ 789,459	\$ 817,558	\$ 1,218,824	\$ 1,219,074	\$ 1,219,324	\$ 1,219,824	\$ 1,227,399	\$ 1,235,185	\$ 1,243,212	\$ 1,251,481	\$ 1,259,991	\$ 1,268,773
Revenue	\$ 254,340	\$ 1,206,811	\$ 1,202,892	\$ 1,227,583	\$ 1,770,968	\$ 1,770,732	\$ 2,004,250	\$ 1,133,297	\$ 1,937,238	\$ 2,122,575	\$ 1,097,787	\$ 1,109,872	\$ 1,650,382	\$ 555,938	\$ 8,782	\$ 6,716
Expenses	\$ 650,790	\$ 2,115,714	\$ 1,620,000	\$ 1,616,592	\$ 2,060,000	\$ 1,369,466	\$ 2,004,000	\$ 1,133,047	\$ 1,936,738	\$ 2,115,000	\$ 1,090,001	\$ 1,101,845	\$ 1,642,113	\$ 547,428	\$ -	\$ -
Transfer Received from O&M	\$ 1,209,234			\$ -	\$ -	\$ -										
Fund Year Ending Balance	\$ 1,206,567	\$ 297,664	\$ 789,459	\$ 817,558	\$ 500,427	\$ 1,218,824	\$ 1,219,074	\$ 1,219,324	\$ 1,219,824	\$ 1,227,399	\$ 1,235,185	\$ 1,243,212	\$ 1,251,481	\$ 1,259,991	\$ 1,268,773	\$ 1,275,489
<i>R&R Fund Emergency Reserve Minimum Requirement = \$500,000</i>	\$ 200,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000

Capital Plant Expansion Fund	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected
Beginning Balance	\$ 880,273	\$ 874,655	\$ 874,655	\$ 874,385	\$ -	\$ -	\$ -	\$ -
Revenue	\$ 19,285,963	\$ 9,463,631	\$ 8,060,339	\$ 8,538,279	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 19,291,581	\$ 10,338,286	\$ 8,934,994	\$ 9,417,593	\$ -	\$ -	\$ -	\$ -
Fund Year Ending Balance	\$ 874,655	\$ -	\$ (0)	\$ (4,929)	\$ -	\$ -	\$ -	\$ -

Soldier Canyon Water Treatment Authority
Water Enterprise Fund
DRAFT 2024 Budget
 Prepared 8/8/2022

O&M Revenue Requirement	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 3,080,145	\$ 3,711,820		\$ 3,599,030	\$ 3,597,840	\$ 3,597,840	\$ 4,813,114	\$ 4,296,166	\$ 4,917,339	\$ 4,852,389	\$ 4,997,961	\$ 5,147,900	\$ 5,302,337	\$ 5,461,407	\$ 5,625,249	\$ 5,794,007
Fixed O&M Rate per MG Capacity Owned		Jan. - June \$6,663														
	\$ 5,716	June - Dec. \$4,997			\$ 4,997	\$ 4,997	6,684.88	5,966.90	\$ 6,830	\$ 6,739	\$ 6,942	\$ 7,150	\$ 7,364	\$ 7,585	\$ 7,813	\$ 8,047
Variable O&M	\$ 875,199	\$ 992,378		\$ 962,663	\$ 1,035,314	\$ 1,003,407	\$ 1,338,719	\$ 1,246,279	\$ 1,509,512	\$ 1,554,797	\$ 1,601,441	\$ 1,649,485	\$ 1,698,969	\$ 1,749,938	\$ 1,802,436	\$ 1,856,509
Variable O&M Rate per 1,000 gallons	\$ 0.173	\$ 0.116			\$ 0.1197	\$ 0.1160	0.1469	0.1367	\$ 0.166	\$ 0.170	\$ 0.172	\$ 0.174	\$ 0.176	\$ 0.178	\$ 0.180	\$ 0.184

R&R Revenue Requirement	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
R&R Revenue	\$ 650,790	\$ 2,115,714		\$ 1,227,583	\$ 1,770,734	\$ 1,770,732	\$ 2,004,000	\$ 1,133,047	\$ 1,936,738	\$ 2,115,000	\$ 1,090,001	\$ 1,101,845	\$ 1,642,113	\$ 547,428	\$ -	\$ -
R&R Rate per Month per MG of Capacity		Jan. - June \$2,273														
	\$ 207	June - Dec. \$1,705			\$ 2,459.35	\$ 2,459.35	2,783.33	1,573.68	\$ 2,690	\$ 2,938	\$ 1,514	\$ 1,530	\$ 2,281	\$ 760	\$ -	\$ -

Funding Breakout For Each District

NWCWD	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 1,114,997	\$ 1,345,619	\$ 1,345,619	\$ 1,346,984	\$ 1,393,443	\$ 1,393,443	\$ 1,864,119	\$ 1,663,905	\$ 1,904,485	\$ 1,879,330	\$ 1,935,710	\$ 1,993,782	\$ 2,053,595	\$ 2,115,203	\$ 2,178,659	\$ 2,244,019
Projected Flow (in 1,000 gallons)	3655	3549	3549		3679	3679	3867	3867	3867	4076	4210	4357	4509	4666	4823	4823
Variable O&M	\$ 632,232	\$ 413,277	\$ 413,277	\$ 427,256	\$ 440,236	\$ 420,617	\$ 567,946	\$ 528,729	\$ 640,404	\$ 693,668	\$ 725,031	\$ 758,502	\$ 793,274	\$ 829,461	\$ 866,542	\$ 889,789
Capital -Renewal and Replacement	\$ 91,777	\$ 449,977	\$ 449,977	\$ 459,205	\$ 685,805	\$ 685,805	\$ 776,149	\$ 438,829	\$ 750,099	\$ 819,140	\$ 422,157	\$ 426,745	\$ 635,990	\$ 212,019	\$ -	\$ -
Capital -Plant Expansion	\$ 8,395,062	\$ 4,119,519	\$ 3,508,665	\$ 3,716,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,234,068	\$ 6,337,620	\$ 6,337,620	\$ 5,950,158	\$ 2,519,485	\$ 2,499,865	\$ 3,208,214	\$ 2,631,463	\$ 3,294,988	\$ 3,392,138	\$ 3,082,899	\$ 3,179,028	\$ 3,482,860	\$ 3,156,683	\$ 3,045,201	\$ 3,133,808

FCLWD	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 1,100,421	\$ 1,331,985	\$ 1,331,985	\$ 1,332,242	\$ 1,381,750	\$ 1,381,750	\$ 1,848,476	\$ 1,649,942	\$ 1,888,504	\$ 1,863,560	\$ 1,919,467	\$ 1,977,051	\$ 2,036,363	\$ 2,097,453	\$ 2,160,377	\$ 2,225,188
Projected Flow (in 1,000 gallons)	3209	3431	3431		3431	3431	3610	3610	3610	3431	3431	3431	3431	3431	3431	3431
Variable O&M	\$ 555,185	\$ 399,536	\$ 399,536	\$ 367,328	\$ 410,560	\$ 399,369	\$ 530,200	\$ 493,589	\$ 597,843	\$ 583,900	\$ 590,875	\$ 597,296	\$ 603,620	\$ 609,918	\$ 616,443	\$ 632,981
Capital -Renewal and Replacement	\$ 90,675	\$ 445,434	\$ 445,434	\$ 454,550	\$ 680,050	\$ 680,050	\$ 769,636	\$ 435,147	\$ 743,804	\$ 812,266	\$ 418,615	\$ 423,164	\$ 630,653	\$ 210,240	\$ -	\$ -
Capital -Plant Expansion	\$ 8,369,991	\$ 4,107,216	\$ 3,498,187	\$ 3,705,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,116,272	\$ 6,293,288	\$ 6,293,288	\$ 5,859,734	\$ 2,472,361	\$ 2,461,169	\$ 3,148,313	\$ 2,578,679	\$ 3,230,151	\$ 3,259,726	\$ 2,928,957	\$ 2,997,511	\$ 3,270,636	\$ 2,917,612	\$ 2,776,820	\$ 2,858,169

ELCO	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 872,422	\$ 919,617	\$ 919,617	\$ 919,803	\$ 822,646	\$ 822,646	\$ 1,100,519	\$ 982,318	\$ 1,124,350	\$ 1,109,499	\$ 1,142,784	\$ 1,177,067	\$ 1,212,379	\$ 1,248,751	\$ 1,286,213	\$ 1,324,800
Projected Flow (in 1,000 gallons)	1442	1542	1542		1542	1542	1638	1638	1638	1629	1658	1687	1717	1747	1778	1809
Variable O&M	\$ 249,547	\$ 179,564	\$ 179,564	\$ 168,080	\$ 184,519	\$ 183,421	\$ 240,573	\$ 223,961	\$ 271,265	\$ 277,229	\$ 285,535	\$ 293,687	\$ 302,074	\$ 310,559	\$ 319,451	\$ 333,740
Capital -Renewal and Replacement	\$ 71,888	\$ 306,600	\$ 306,600	\$ 313,828	\$ 404,878	\$ 404,878	\$ 458,215	\$ 259,071	\$ 442,835	\$ 483,595	\$ 249,229	\$ 251,937	\$ 375,469	\$ 125,169	\$ -	\$ -
Capital -Plant Expansion	\$ 2,520,640	\$ 1,236,897	\$ 1,053,486	\$ 1,115,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,714,497	\$ 2,649,906	\$ 2,649,906	\$ 2,517,664	\$ 1,412,043	\$ 1,410,945	\$ 1,799,306	\$ 1,465,351	\$ 1,838,450	\$ 1,870,323	\$ 1,677,548	\$ 1,722,691	\$ 1,889,923	\$ 1,684,479	\$ 1,605,664	\$ 1,658,540

Earned Interest

Misc. / Interest Income	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Proj. O&M Fund Interest and Misc Income	\$ 67,326	\$ 4,800	\$ 300	\$ 6,204	\$ 234	\$ 75,961	\$ 250	\$ 5,000	\$ 5,000	\$ 12,048	\$ 12,121	\$ 12,193	\$ 12,267	\$ 12,341	\$ 12,415	\$ 11,762
Projected Income from R&R Fund Interest		\$ 4,800	\$ 881		\$ 234		\$ 250	\$ 250	\$ 500	\$ 7,575	\$ 7,786	\$ 8,027	\$ 8,269	\$ 8,510	\$ 8,782	\$ 6,716

From
Brenda's 2023
Projected

From O&M
Expense Detail
Worksheet

O&M Expense Summary

Fixed O&M

	2020 Actual	2021 Actual	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Proposed	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed	2031 Proposed
Personnel Services																
Wages	1,749,287	2,037,465	1,894,413	1,925,206	\$2,081,189	\$1,971,282	\$2,432,853	\$2,372,780	\$ 2,446,610	2,520,008	2,595,609	2,673,477	2,753,681	2,836,292	2,921,380	3,009,022
Taxes	31,226	36,667	32,579	31,990	35,576	32,468	38,972	38,363	\$ 41,078	42,311	43,580	44,887	46,234	47,621	49,050	50,521
Pension	270,807	344,334	319,431	308,900	337,372	334,585	383,175	406,355	\$ 422,333	435,003	448,053	461,494	475,339	489,599	504,287	519,416
Insurance	201,125	238,858	317,696	238,805	318,808	277,173	360,424	357,377	\$ 374,663	385,903	397,480	409,404	421,687	434,337	447,367	460,788
Misc.	31,987	30,139	51,613	27,108	63,135	33,559	67,257	54,300	\$ 62,947	64,835	66,780	68,784	70,847	72,973	75,162	77,417
	2,284,433	2,687,463	2,615,732	2,532,009	2,836,080	2,649,067	3,282,681	3,229,175	\$ 3,347,631	3,448,060	3,551,502	3,658,047	3,767,788	3,880,822	3,997,246	4,117,164
Professional Services																
Directors Expenses	191	921	3,296	1,500	3,296	4,234	3,465	753	\$ 3,465	3,569	3,676	3,786	3,900	4,017	4,137	4,262
Legal Services	9,366	13,400	20,600	20,600	20,600	4,469	21,630	9,849	\$ 15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
Audit Services	54,140	42,791	17,510	31,228	31,000	25,947	31,000	32,944	\$ 35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046
Engineering Services	16,897	120,330	120,000	120,000	50,000	15,590	60,000	-	\$ 20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
	80,594	177,443	161,406	173,328	104,896	50,240	116,095	43,547	\$ 73,465	75,669	77,939	80,277	82,686	85,166	87,721	90,353
Utilities																
Trash Service	8,094	6,323	9,200	9,200	\$9,200	\$6,944	\$8,500	\$8,229	\$ 8,925	9,193	9,469	9,753	10,045	10,347	10,657	10,977
	8,094	6,323	9,200	9,200	9,200	6,944	8,500	8,229	\$ 8,925	9,193	9,469	9,753	10,045	10,347	10,657	10,977
Contractual Services																
Telephone & Internet	18,647	17,163	23,340	23,340	\$10,410	\$12,380	\$9,800	\$8,171	\$ 9,800	10,094	10,397	10,709	11,030	11,361	11,702	12,053
Outside Services	85,633	97,429	139,855	139,855	151,304	138,784	171,959	118,785	\$ 160,709	165,530	170,496	175,611	180,879	186,306	191,895	197,652
Source of Supply	47,299	91,903	106,998	106,998	107,321	71,239	116,321	145,955	\$ 180,000	185,400	190,962	196,691	202,592	208,669	214,929	221,377
Dues, Publications	10,007	11,058	7,003	11,241	11,241	6,875	11,974	7,505	\$ 11,974	12,333	12,703	13,084	13,477	13,881	14,298	14,727
Liability Insurance	73,421	78,642	76,385	78,642	100,000	167,582	200,000	190,305	\$ 210,000	216,300	222,789	229,473	236,357	243,448	250,751	258,274
	235,007	296,196	353,581	360,076	380,276	396,860	510,054	470,721	\$ 572,483	589,657	607,347	625,568	644,335	663,665	683,575	704,082
Commodities																
Supplies	105,079	124,283	122,082	117,890	122,082	122,945	143,142	106,832	\$ 147,449	151,872	156,429	161,122	165,955	170,934	176,062	181,344
Fuel & Oil	9,154	14,456	12,772	14,057	12,772	13,298	15,100	12,239	\$ 15,100	15,553	16,020	16,500	16,995	17,505	18,030	18,571
Miscellaneous	1,180	1,993	2,396	1,200	\$2,396	\$1,673	\$2,570	\$1,546	\$ 2,570	2,647	2,727	2,808	2,893	2,979	3,069	3,161
	115,413	140,732	137,250	133,147	137,250	137,916	160,812	120,616	\$ 165,119	170,073	175,175	180,430	185,843	191,418	197,161	203,076
Repair and Maintenance																
Plant Equipment	65,156	64,757	60,557	165,000	60,557	108,779	70,000	143,456	\$ 150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481
Facilities Repair	267,329	313,496	302,000	330,000	302,000	131,085	592,000	263,649	\$ 546,087	350,000	360,500	371,315	382,454	393,928	405,746	417,918
Lab Equipment Maint.	8,877	8,937	30,000	15,383	30,000	11,161	30,000	7,495	\$ 30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896
Vehicles	15,242	33,592	42,094	44,952	42,094	11,204	42,972	9,280	\$ 23,629	24,338	25,068	25,820	26,595	27,392	28,214	29,061
	356,604	420,783	434,651	555,335	434,651	262,229	734,972	423,879	\$ 749,716	559,738	576,530	593,826	611,641	629,990	648,890	668,356
Variable O&M																
Utilities																
Electricity	30,346	64,504	38,028	59,000	39,168	90,626	79,412	108,270	\$ 114,517	117,953	121,491	125,136	128,890	132,757	136,739	140,841
Natural Gas	7,714	17,895	15,093	19,359	15,546	33,695	26,557	41,882	\$ 44,495	45,830	47,205	48,621	50,080	51,582	53,129	54,723
	38,060	82,399	53,121	78,359	54,714	124,321	105,969	150,152	\$ 159,012	163,782	168,696	173,757	178,969	184,338	189,869	195,565
Commodities																
Treatment Chemicals	837,139	908,756	939,257	862,416	980,600	1,068,205	1,232,750	1,096,127	\$ 1,350,500	1,391,015	1,432,745	1,475,728	1,520,000	1,565,600	1,612,568	1,660,945
Total O&M Expense	3,955,344	4,720,094	4,704,198	4,703,870	4,937,667	4,695,782	6,151,833	5,542,445	\$ 6,426,851	6,407,187	6,599,402	6,797,384	7,001,306	7,211,345	7,427,686	7,650,516

O&M Expense Detail Worksheet

	Administration	Lab / Regulatory	Water Resources	Operations	Maintenance	Line Total	Total
5100 -Personnel Services							\$3,347,631
5110 Wages							\$2,446,610
5111 Wages (Permanent)	\$273,441	\$203,246	\$351,085	\$999,228	\$544,610	\$2,371,610	
Wages (Contingency for Operators 5112 advancing through Licensing)				\$15,000		\$15,000	
5113 Overtime / Temporary				\$26,000	\$12,000	\$38,000	
On Call				\$22,000		\$22,000	
5120 Taxes							\$41,078
5121 Unemployment Tax	\$680	\$410	\$1,000	\$3,000	\$1,600	\$6,690	
5122 Medicare Tax	\$3,965	\$2,947	\$5,091	\$14,489	\$7,897	\$34,388	
5130 Pension							\$422,333
5131 P.E.R.A.	\$41,434	\$29,066	\$50,762	\$150,042	\$81,196	\$352,500	
5132 ICMA matchmaker - Employer	\$8,038	\$5,920	\$0	\$26,484	\$16,538	\$56,979	
5133 401K matchmaker - Employer			\$10,338	\$2,515		\$12,853	
5140 Insurance							\$374,663
5141 Health Insurance	\$23,576	\$23,576	\$35,364	\$117,882	\$70,741	\$271,139	
5142 Life Insurance P.E.R.A.	\$372	\$372	\$558	\$700	\$700	\$2,702	
5143 Workers Comp. Insurance	\$3,418	\$1,668	\$5,041	\$12,695	\$8,000	\$30,822	
5144 Health Savings Account	\$6,000	\$6,000	\$9,000	\$28,000	\$21,000	\$70,000	
5150 Misc.							\$62,947
5151 Conferences, Education	\$4,244	\$4,244	\$6,365	\$10,540	\$6,954	\$32,347	
5152 Uniforms	\$1,050	\$1,050	\$1,600	\$5,250	\$3,150	\$12,100	
5153 Safety	\$1,000	\$1,000	\$1,000	\$6,500	\$9,000	\$18,500	
5200 - Professional Services							\$73,465
Board, Legal Audit							\$73,465
5211 Directors Expenses	\$3,465					\$3,465	
5212 Legal Services	\$15,000					\$15,000	
5213 Audit Services	\$35,000					\$35,000	
5214 Engineering Services				\$20,000		\$20,000	
5300 Utilities							\$167,937
5310 Electrical Utilities							\$114,517
5311 Plant Electrical				\$52,000		\$52,000	
5312 Pump Station Electrical				\$61,117		\$61,117	
5313 Tie Pump Station Electrical				\$1,400		\$1,400	
5320 Natural Gas							\$44,495
5321 Plant Natural Gas				\$40,000		\$40,000	
5322 Pump Station Natural Gas				\$2,200		\$2,200	
5323 De-Watering bldg. Nat. Gas				\$2,295		\$2,295	
5330 Misc.							\$8,925
5331 Trash Removal				\$8,925		\$8,925	

O&M Expense Detail Worksheet

	Administration	Lab / Regulatory	Water Resources	Operations	Maintenance	Line Total	Total
5400 - Contractual Services							\$572,483
5410 Telephone & Internet							\$9,800
5411 Telephone & Internet	\$8,200		\$1,600			\$9,800	
5420 Outside Services							\$160,709
5421 HVAC Service					\$2,000	\$2,000	
5422 Contract Lab		\$16,714				\$16,714	
5423 IT & SCADA Support	\$32,000			\$54,995		\$86,995	
5424 Solids Removal				\$40,000		\$40,000	
5426 Administrative Support	\$15,000					\$15,000	
5430 Source of Supply							\$180,000
5431 CBT Winter Delivery						\$0	
5432 PVP Maintenance Est. Cost					\$160,000	\$160,000	
5433 HT/Big T Watershed Monitoring		\$0				\$0	
5434 Poudre Watershed Monitoring		\$20,000				\$20,000	
5440 Dues, Publications							\$11,974
5441 Memberships and Publications	\$5,739	\$225	\$100	\$1,230	\$4,680	\$11,974	
5450 Liability Insurance							\$210,000
5451 Insurance, Property, Liability	\$210,000					\$210,000	
5500 - Commodities							\$1,515,619
5510 Supplies							\$147,449
5505 Admin. / Oper. Misc.	\$7,235					\$7,235	
5511 Office Supplies	\$20,100		\$6,884	\$8,058		\$35,042	
5512 Operational Supplies			\$3,000	\$53,300		\$56,300	
5513 Lab Supplies		\$40,150				\$40,150	
5514 Shop Supplies					\$7,424	\$7,424	
5516 Janitorial Supplies				\$1,298		\$1,298	
5520 Treatment Chemicals							\$1,350,500
5521 Coagulants				\$520,000		\$520,000	
5522 Disinfectants				\$175,000		\$175,000	
5523 Corrosion Control				\$292,000		\$292,000	
5524 Pre Treatment (Chlorite)				\$165,000		\$165,000	
5525 Floc/Filter Aid				\$54,500		\$54,500	
5526 Dewatering Flocculants				\$36,000		\$36,000	
5527 Fluoride				\$90,000		\$90,000	
PAC				\$15,000		\$15,000	
5528 Misc. Chemicals				\$3,000		\$3,000	
5530 Fuel & Oil							\$15,100
5531 Fuel & Oil	\$1,500	\$2,200	\$2,700	\$5,200	\$3,500	\$15,100	
5540 Miscellaneous							\$2,570
5541 Miscellaneous	\$1,700		\$630	\$240		\$2,570	
5600 - Repair & Maintenance							\$749,716
5610 Plant Equipment		\$30,000			\$120,000	\$150,000	
5620 Facilities Repair					\$546,087	\$546,087	
5630 Lab Equipment Maint.		\$30,000				\$30,000	
5640 Vehicles		\$2,142	\$3,000	\$8,487	\$10,000	\$23,629	
Totals	\$722,157	\$420,930	\$495,118	\$3,151,570	\$1,637,076	\$6,426,851	\$6,426,851

Renewal and Replacement Summary

2020 Actual			2021 Budget		2021 Estimated		2022 Budget			2023 Budget			2024 Proposed		2025 Proposed		2026 Proposed		2027 Proposed		2028 Proposed		2029 Proposed		2030 Proposed		2031 Proposed	
Projects & Proj Number	Cost \$ (2019)	Complete (Y/N)	Projects & Proj Number	Cost \$ (2019)		Complete (Y/N)	Projects & Proj Number	Cost \$ (2019)	Complete (Y/N)	Projects & Proj Number	Cost \$ (2023)	Complete (Y/N)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)
Sleeve Valve	\$292,463	Yes	Filter Improvements 1-4 - 0600-04	\$935,714	\$500,000	Yes	Filter Improvements 5-8 - 0600-04	\$700,000	No	Floc Sed Heaters - 1000-13	\$180,000	No	Chlorine Dioxide System - General Upgrade	\$400,000	PVP meter Upgrades	\$290,000	Compressed Air System Upgrades	\$180,000	Replace Filter Media 9-12	\$547,428	Paint Clearwell Tank 2	\$1,192,113	Replace Filter Media 12-20	\$547,428				
Scrubber	\$269,292	Yes	Floc Sed Heaters - 1000-13	\$700,000		No	Emergency Back Up Generator - 0100-02	\$400,000	No	(50%) Filter Improvements 5-8 - 0600-04	\$700,000	No	Mud Valves - Floc Basin Drains 0400-02	\$32,000	Paint BW Tanks 1 and 2	\$225,000	Yard Valve Repair	\$200,000	Horsetooth Meter Replacement	\$329,510	Soda ash grinders	200,000						
Plant Improvements	\$46,539	Yes	Paint Clearwell Tank 1 - 0900-01	\$360,000	\$800,000	Yes	Compressed Air System Upgrades	\$140,000	No	Emergency Back Up Generator - 0100-02	\$220,000	No	Hydrocarbon Analyzer for Poudre River and new TOC Analyzer	\$95,000	Clearwell Tank 4 - Repaint	\$1,300,000	Repair raw water valves	\$610,000	Yard Valve Repair	\$224,907	Soda ask dehumidifier	250,000						
Controls Improvements	\$42,495	Yes	Emergency Back Up Generator - 0100-02		\$200,000	Ongoing	Controls Improvements - PLC Replacement 0100-07	\$120,000	No	Compressed Air System Upgrades	\$180,000	No	Replace Plant MCC	\$568,260	Yard Valve Repair	\$200,000												
			Controls Master Plan	\$120,000	\$120,000	Contracted and Ongoing				Controls Improvements - PLC Replacement 0100-07	\$140,000	No	Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program	\$100,000	Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program	\$100,000	Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program	\$100,001										
													Vehicle replacement - 2 Maint trucks	\$85,000														
										Comprehensive Master Plan	\$500,000	No	NWCWD 20" Meter	\$376,478														
										Replace 195 Gal CLO2 tank with new 800 Gal tank - 0200-09	\$84,000	No	SCADA iFix upgrade	\$280,000														
	\$650,789			\$2,115,714	\$1,620,000			\$1,360,000			\$2,004,000			\$1,936,738		\$2,115,000		\$1,090,001		\$1,101,845		\$1,642,113		\$547,428		\$0		\$0

O&M Facilities Repair Project List

2020	2020 Budgeted	2020 Actual	Completed (Y/N?)	2021 Budgeted	2021 Estimated	Completed (Y/N?)	2022 Budgeted	Completed (Y/N?)	2023 Budget	2023 Cost	2024 Budget	2025	2026	2027	2028	2029	2030									
Projects				Projects			Projects		Projects		Projects	Projects	Projects	Projects	Projects	Projects	Projects									
Controls Improvements	\$62,400	\$66,220	Yes	Controls Improvements	64,896	64,896	Yes	Coagulant Pump Upgrades - skids	90,000	No	Controls Improvements	\$75,000	PLC Controls Improvements	\$75,000	Soda Ash De-Lumper	77,468	HT 42" Pipe Assessment	83,170	Controls Improvements	82,114	Controls Improvements	85,399	Controls Improvements	85,399	Controls Improvements	88,815
Plant Intercom	\$59,587		No	Chlorine Hoist	55,597	33,477	Yes	Chlorine Dioxide Pump Upgrades	50,000	No	Surface Wash Pumps 1&2 - 0600-10	\$65,000	Replace House Water PVC Piping - Annual Program	\$30,000	Controls Improvements	75,919	HT 36" Pipe Assessment	83,170			Caulk Decant Pond 3	290,000				
Replace Fluoride Feeder	\$51,110		Yes	Water Quality Analyzer	50,000		Yes	Paint Pipes	45,000	No	Backwash Pump 2 - 0600-01	\$65,000			Vehicle Replacement	50,613	Controls Improvements	78,956								
Sed Basin Wall Repair	\$48,057		No	Paint Pipes	43,264		Yes	Knock Out Wall to Install New Tank - Part of 0200-09 CLO2 project	30,000	No	Paint Pipes	\$25,000	Paint Pipes - Annual Program	\$47,000	Replace House Water PVC Piping - Annual Program	30,000	Replace House Water PVC Piping - Annual Program	30,001	Replace House Water PVC Piping - Annual Program	30,002			Paint building exterior	150,000		
Gate Lighting & Camera	\$40,675	\$6,832	Yes	Floc Chains & Sprockets	33,951	70,600	Yes				Vehicle Replacement	\$46,000			Paint Pipes - Annual Program	47,000	Paint Pipes - Annual Program	47,001	Paint Pipes - Annual Program	47,002	Paint Pipes - Annual Program	47,003	Paint Pipes - Annual Program	47,004	Paint Pipes - Annual Program	47,005
Floc Chains & Sprockets 2	\$36,678	\$32,646	Yes	Filter Valves	32,448		No				Upgrade Filter Consoles - 0100-08	\$50,000	Filter Actuators - Annual program	\$24,400	Filter Actuators - Annual program	\$24,400	Paint Interior Walls	39,000	Paint Interior Walls	39,001	Paint Interior Walls	39,002	Paint Interior Walls	39,003	Paint Interior Walls	39,004
House Water System	\$31,229	\$12,708	Yes	Filter Actuators	21,632		No				Filter Valves	\$40,000	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,000	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,000	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,001	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,002	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,003	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,004	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,005
Caulk Decant Pond 2	\$20,000		No	Chlorine Dioxide Batch Tank	39,012		No				Surface Wash Pipes	\$36,000					Surface Wash Flow Meter	22,000								
House Roof	\$19,238	\$19,656	Yes	Surface Wash Piping 1-4	29,266		Yes				Mud Valves - Floc Basin Drains 0400-02	\$35,000	Upgrade Filter Consoles	\$52,967												
				Paint Filter Piping 1-4	20,067		No				Filter Actuators	\$25,000	Replace Redwood Floc Walls - Annual Program	\$30,000	Replace Redwood Floc Walls - Annual Program	\$30,000	Replace Redwood Floc Walls - Annual Program	\$30,000	Replace Redwood Floc Walls - Annual Program	\$30,000						
				Dewatering Piping Modifications	10,000		Yes				Surface Wash Flow Meter	\$22,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,001				
				Replace Fluoride Feeder		39,436	Yes				Office/Control Room upgrades	\$30,000	Filter Air Solenoid Valve replacement program - Annual Program	\$25,000	Filter Air Solenoid Valve replacement program - Annual Program	\$25,001	Filter Air Solenoid Valve replacement program - Annual Program	\$25,001	Filter Air Solenoid Valve replacement program - Annual Program	\$25,001						
				Fencing		50,380	Yes				Sed Basin Wall Repair	\$55,000	Tank 2 - Spot coating repairs	\$16,720												
											Abandon unused Chemical feeds - 0200-02	\$3,000	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,000	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,001	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,002	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,003	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,004				
				Gate Camera		6,832	Yes				Caulk Decant Pond 2	\$20,000														
	\$368,974	\$138,062			400,133	265,621					215,000		\$592,000	\$546,087		605,402		683,302		498,125		706,412		351,410		204,829

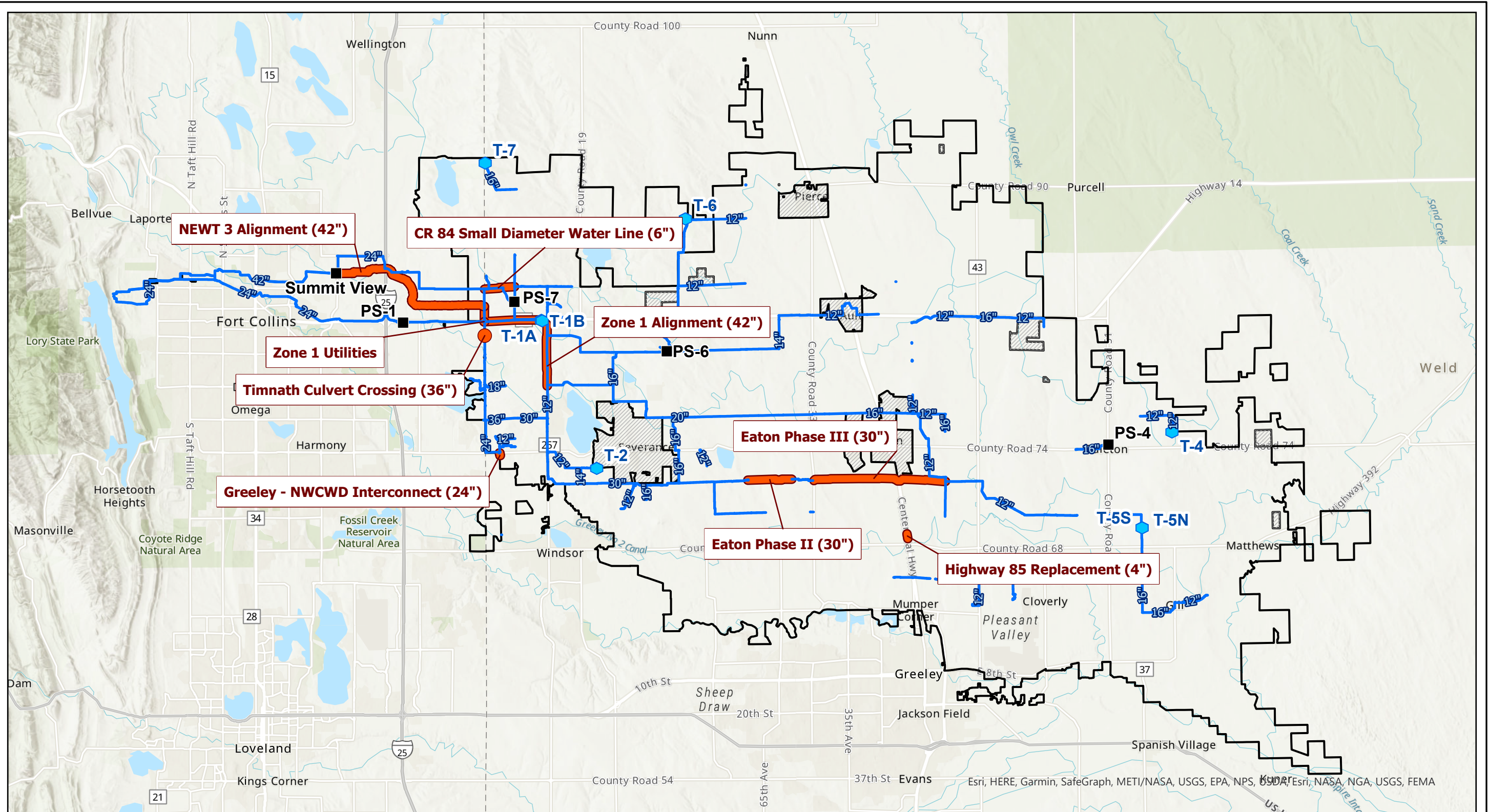
Soldier Canyon Water Treatment Authority

DRAFT 2024 Budget

Unit Cost

Operations & Maintenance Fund Unit Cost Per 1,000 Gallons	2020 Actual	2021 Budget	2021 Projected	2022 Budget	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
NWCWD	\$ 0.478	\$ 0.496	\$ 0.496	\$ 0.498	\$ 0.629	\$ 0.658	\$ 0.631	\$ 0.632	\$ 0.632	\$ 0.631	\$ 0.631	\$ 0.631	\$ 0.650
FCLWD	\$ 0.516	\$ 0.505	\$ 0.505	\$ 0.522	\$ 0.659	\$ 0.689	\$ 0.713	\$ 0.732	\$ 0.750	\$ 0.769	\$ 0.789	\$ 0.809	\$ 0.833
ELCO	\$ 0.778	\$ 0.713	\$ 0.713	\$ 0.653	\$ 0.819	\$ 0.852	\$ 0.851	\$ 0.861	\$ 0.872	\$ 0.882	\$ 0.893	\$ 0.903	\$ 0.917

Renewal And Replacement Fund Unit Cost Per 1,000 Gallons	2020 Actual	2021 Budget	2021 Projected	2022 Budget	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
NWCWD	\$ 0.025	\$ 0.127	\$ 0.127	\$ 0.186	\$ 0.201	\$ 0.194	\$ 0.201	\$ 0.100	\$ 0.098	\$ 0.141	\$ 0.045	\$ -	\$ -
FCLWD	\$ 0.028	\$ 0.130	\$ 0.130	\$ 0.198	\$ 0.213	\$ 0.206	\$ 0.237	\$ 0.122	\$ 0.123	\$ 0.184	\$ 0.061	\$ -	\$ -
ELCO	\$ 0.050	\$ 0.199	\$ 0.199	\$ 0.263	\$ 0.280	\$ 0.270	\$ 0.297	\$ 0.150	\$ 0.149	\$ 0.219	\$ 0.072	\$ -	\$ -



EXPLANATION

- STORAGE TANK
- PUMP STATION
- CAPITAL IMPROVEMENT PROJECT (CIP) LOCATION
- CAPITAL IMPROVEMENT PROJECT (CIP) EXTENT
- 12" OR LARGER WATER LINE
- DISTRICT BOUNDARY
- EXCLUDED FROM DISTRICT

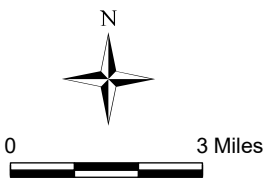


FIGURE 2
CAPITAL IMPROVEMENT PROJECTS
NORTH WELD COUNTY WATER DISTRICT
LUCERNE, COLORADO

Drawn By: BR | Checked By: JG | Scale: 1" = 3 Miles | Date: 8/1/23 | File: 2_CIP_2023

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8. Discussion: Master Plan, Drought Plan and Proposed Revisions to Water Service Agreements (Privileged and Confidential, Separate Cover)

9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Master Planning and Water Service Agreements