



Fort Collins-Loveland Water District Agenda  
Tuesday, January 16, 2024 7:00 PM  
5150 Snead Drive, Fort Collins, CO

	Page
<b>1. (7:00pm) Roll Call</b>	
<b>2. (7:02pm) Consideration of Agenda</b>	
<b>3. (7:05pm) Public Comments</b>	
<b>4. (7:10pm) Consent Agenda</b>	
4.1 <b>Acceptance of the minutes of the Regular Board meeting of December 12, 2023.</b>	4 - 69
<a href="#">Minutes - Fort Collins-Loveland Water District - Dec 12 2023.pdf</a> 	
<b>Acceptance of the minutes of the Special Board meeting of January 10, 2024.</b>	
<a href="#">Minutes - Fort Collins-Loveland Water District Sp...pdf</a> 	
4.2 <b>Financial Statements</b>	70 - 79
<i>Presenter: Amanda Proctor</i>	
<a href="#">12.31.23 FCLWD FS.pdf</a> 	
4.3 <b>Distributions</b>	80 - 92
<i>Presenter: Amanda Proctor</i>	
<a href="#">2023 12 DISTRIBUTIONS.pdf</a> 	
4.4 <b>Resolution 2024.01.16.01 regarding Designating Location to Post Notice of Public Meetings.</b>	93
<a href="#">Resolution 2024-01-16-01.pdf</a> 	
4.5 <b>Re-allocation of 2023 Capital Projects</b>	94
<i>Presenter: Sandra Bratlie and Linsey Chalfant</i>	

**Recommended Motion: Move to approve the Consent Agenda.**

**5. (7:20pm) Approval of the Final Creation Agreement for the Cobb Lake Regional Water Treatment Authority(ACTION REQUIRED):** 95 - 120

*Presenter: Chris Pletcher*

[EXECUTION COPY CLRWTA Creation Agreement.pdf](#) 

**Recommended Motion: Move to approve the Final Creation Agreement for the Cobb Lake Regional Water Treatment Authority.**

**6. (7:30pm) Development Review & Reimbursement**

**6.1 Exclusion of 2121 Falcon Hill Rd** 121 - 127

*Presenter: Sam Lowe*

[FCLWD Exclusion 2121FalconDrive.pdf](#) 

[Exclusion.pdf](#) 

**7. (7:40pm) Capital Projects**

**7.1 Allocation for Horsetooth Potholing** 128 - 130

*Presenter: Linsey Chalfant and Carlos Medina*

[SUE Potholing-Horsetooth Allocation Request #01.pdf](#) 

**7.2 Allocation for Trilby Tank - 60% Design** 131 - 132

*Presenter: Linsey Chalfant and Carlos Medina*

[2024.01.16 Trilby Tank Expansion Cover Memo Allocation Request .pdf](#) 

**7.3 Allocation for Zone 5 Ph 2 Design** 133 - 134

*Presenter: Linsey Chalfant*

[Zone 5 PHII Cover Memo Allocation Request #02.pdf](#) 

**7.4 Allocation for Western Backbone Ph 2 Design** 135 - 136

*Presenter: Linsey Chalfant*

[Western Backbone PHII Cover Memo Allocation Request #02.pdf](#) 

**7.5 Airport Transmission Material Selection - Summary Report** 137 - 139

*Presenter: Sam Lowe*

[2024.01.16 Airport Transmission Materials Selection Memo.pdf](#) 

## **8. (8:30pm) Water Resources**

- 8.1 Pennington WSSC Shares and Alkire Farm Acquisition 140 - 175  
Diligence Summary (ACTION REQUIRED):

*Presenter: Richard Raines*

[Diligence Summary Pennington WSSC Purchase.pdf](#) 

[100313.00 Alkire Farms ALTA-signed.pdf](#) 

[20240111 Ltr re water rights diligence \(legal\).pdf](#) 

[15470 CR 88-34 House Inspection.pdf](#) 

[20231204 L C Pletcher re Title Objections.pdf](#) 

**Recommended Motion: Move to approve Fort Collins-Loveland Water District proceed to closing to complete the acquisition of the 2.0 shares of WSSC from Alkire Farms as described in the agreement.**

## **9. (9:00pm) Manager's Report**

- 9.1 General Information

- 9.2 Staffing Update

- 9.3 Tap purchases 176 - 177

*Presenter: Amanda Proctor*

[2023 Water Tap Sales Summary.pdf](#) 

- 9.4 Project Updates

## **10. (9:15pm) Other Business**

## **11. (9:20pm) Adjournment**



Fort Collins-Loveland Water District Minutes  
Tuesday, December 12, 2023 7:00 PM  
5150 Snead Drive, Fort Collins, CO

Page

**1. (7:00pm) Roll Call**

*Directors Present: James Borland, Chairman*

*William Dieterich, Vice-Chairman*

*Peter O'Neill, Treasurer*

*Stephen Smith, Director*

*Denis Symes, Director*

*Others Present: Chris Pletcher - General Manager / Secretary,*

*Amanda Proctor - Finance Director,*

*Liza Hayden - Special Projects Manager,*

*Sandra Bratlie - District Engineer ,*

*Eric Dowdy - IT and Data/Systems Manager,*

*Linsey Chalfant - Engineer III - via Zoom,*

*Sam Lowe - Engineer III ,*

*Jan Sitterson - Tri-Districts, Water Resources,*

*Adam Jokerst - WestWater,*

*Scott Gustin - Front Range H2O- via Zoom,*

*Dan Giesler -Front Range H2O,*

*Dave Colvin - Front Range H2O,*

*Walt Niccoli - Front Range H2O,*

*Brent Waller - Front Range H2O,*

*Chris Thorne - Front Range H2O,*

*Dale Leach - Front Range H2O,*



*Lee Lindeen - Providence,  
Nicholas Yip - Morgan Stanley,  
Trisha Mingo - Morgan Stanley,  
John Warren - Connell Resources, Inc.*

**2. (7:02pm) Consideration of Agenda**

**3. (7:05pm) Public Comments**

No Public Present

**4. (7:10pm) Consent Agenda**

**4.1 Acceptance of the minutes of the Regular Board meeting of November 21, 2023.**

Minutes - Fort Collins-Loveland Water District - Nov 21 2023.pdf

**4.2 Financial Statements**

6 - 15

*Presenter: Amanda Proctor*

[11.30.23 FCLWD FS.pdf](#) 

**4.3 Distributions**

16 - 28

*Presenter: Amanda Proctor*

[2023 11 DISTRIBUTIONS.pdf](#) 

**4.4 IT Contract Approval - Greystone Technology Group  
2024 Services Agreement in the amount of \$204,000.00.**


**4.5 OT/SCADA GrayMatter Remote Sites Contract Approval  
2024 Services Agreement in the amount of \$321,000.00.  
Recommended Motion: Move to approve the Consent  
Agenda.**

*Moved by: Denis Symes*


*Seconded by: Peter O'Neill*

**Carried 5-0**

**5. (7:15pm) Financial Items**

- 5.1 Morgan Stanley Investment Update 29 - 36  
*Presenter: Nicholas Yip, Morgan Stanley*  
[FCLWD 12 11 23.pdf](#) 

**6. (7:18pm) Capital Projects**

- 6.1 **Airport Transmission Allocation for Construction (ACTION REQUIRED):** 37 - 38  
*Presenter: Sam Lowe*  
[2023.12.12 AirportTransmissionAllocation Construction Request#02.pdf](#) 

**Recommended Motion: Move that the Board approve the the allocation of \$6,000,000.00 for the Airport Transmission Project - Construction.** 37 - 38

*Moved by: Stephen Smith*  
*Seconded by: Denis Symes*

**Carried 5-0**

- 6.2 **Development Review Support - Allocation Request #01 (ACTION REQUIRED):** 39  
*Presenter: Sam Lowe*  
[20231207 DevRevSupport Allocation#1.pdf](#) 

**Recommended Motion: Move that the Board approve the the allocation of \$60,000.00 for the hiring of contract engineer services.** 39

*Moved by: Denis Symes*  
*Seconded by: Peter O'Neill*

**Carried 5-0**

**7. (7:48pm) Public Relations**

- 7.1 WildRock Quarterly Communications Update 40 - 52

*Presenter: Annika Deming*

[FCLWD - December 2023 Board Presentation.pdf](#) 

- 7.2 WildRock FCLWD - 2024 Rate Increase Communication Plan 53 - 54

*Presenter: Annika Deming*

[FLCWD - 2024 Rate Increases - Plan on a Page.pdf](#) 

## 8. (8:25pm) Water Resources

- 8.1 Water Supply Update 55

*Presenter: Jan Sitterson*

[FCLWD Water Supply Gap and Demands 12.7.23.pdf](#) 

- 8.2 Front Range H2O Project Presentation (ACTION REQUIRED):

*Presenter: Chris Pletcher*

**Recommended Motion: Move that the Board approve a 60-day extension to finalize delivery, storage, and treatment needs.**

**Carried**

- 8.3 **WestWater Contract Renewal - 2024 Water Acquisition Services (ACTION REQUIRED):**

*Presenter: Chris Pletcher*

**Recommended Motion: Move that the Board approve the 2024 Task Order for WestWater Research in the amount of \$150,000.00.**

*Moved by: Peter O'Neill*

*Seconded by: Denis Symes*

**Carried 5-0**

- 8.4 **Resolution 2023. 12. 12 - 01 - North Poudre Irrigation Company - District Representation (ACTION REQUIRED):** 56 - 57

*Presenter: Chris Pletcher*

[Resolution 2023-12-12-01 NPIC Board Member](#)

[Appointment.pdf](#) 

**Recommended Motion: Move that the Board approve Resolution 2023. 12. 12 - 01 regarding nomination of Dale Leach for District Representation for the North Poudre Irrigation Company.**

56 - 57

*Moved by:* James Borland

*Seconded by:* Stephen Smith

**Carried 5-0**

**9. (9:20pm) Manager's Report**

9.1 General Information

9.2 Staffing Update

9.3 Tap purchases

58 - 59

[2023 Water Tap Sales Summary.pdf](#) 

9.4 Project Updates

60 - 61

[2023.12.07 FCLWD Update - Capital Project - Western Backbone Phase 1.pdf](#) 

[2023.12.07 FCLWD Update - Capital Project - Zone 5 Phase 1.pdf](#) 

**10. (9:32pm) Other Business**

**11. (9:33pm) Adjournment**

---

Board Secretary

---

Chairman

# **FORT COLLINS – LOVELAND WATER DISTRICT**

## **MONTHLY FINANCIAL REPORT**

**November 30, 2023\***

- **Page 1 – Aged Accounts Receivable**
- **Page 1 – Metered Revenue Comparison**
- **Page 2 – Cash and Investments**
- **Page 2 – Expenditures**
- **Page 3 – Investment Account Review**
- **Page 4 – Revenue and Expenses – Budget vs. Actual**
- **Page 9 – Tap Sales**

**\*Numbers in this report are subject to change as items are posted into the period they occurred.**



November 30, 2023

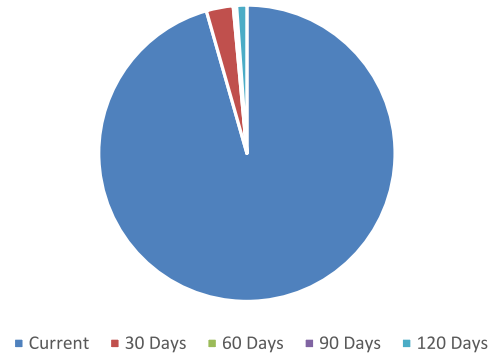
## Aged Accounts Receivable (Customer Billings)

Current	\$ 1,252,221	95.6%
30 Days	38,427	2.9%
60 Days	2,959	0.2%
90 Days	1,902	0.1%
120 Days	14,536	1.1% *
	<u>\$ 1,310,044</u>	100.0%

\*Accounts greater than 120 days have service disconnected

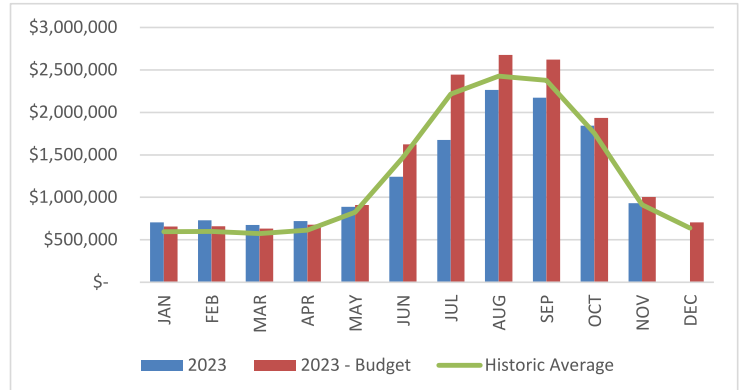
Note> Above amounts *excludes* credits on customer accounts.

Aged Accounts Receivable



## Metered Revenue Comparison

	2023	2023 - Budget	Historic Average
JAN	\$ 706,767	\$ 656,180	595,067
FEB	730,412	\$ 659,614	598,181
MAR	673,997	\$ 632,084	573,215
APR	721,633	\$ 676,934	613,887
MAY	889,857	\$ 910,368	825,581
JUN	1,241,589	\$ 1,623,325	1,472,137
JUL	1,676,381	\$ 2,444,275	2,216,628
AUG	2,263,614	\$ 2,676,197	2,426,949
SEP	2,173,144	\$ 2,623,310	2,378,988
OCT	1,842,254	\$ 1,934,356	1,754,199
NOV	931,555	\$ 1,004,886	911,296
DEC		\$ 705,221	639,540
Totals	\$ 13,851,203	\$ 16,546,750	\$ 15,005,667



Metered revenue includes billings to customers and is the primary source of operating revenue. Customers are billed for the prior month's consumption. The fluxuation year over year is the result of weather variations, increase in number of customers served and rate increases.

The historic average is the average of the last three years' actual revenue.



**November 30, 2023**

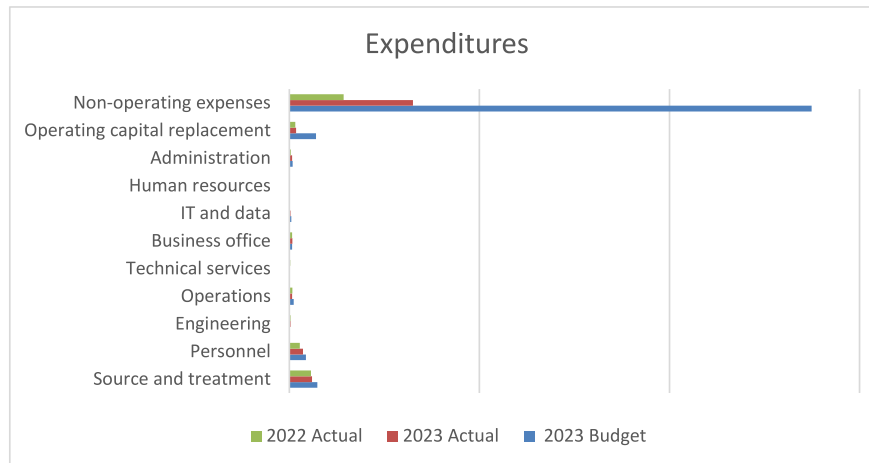
### Cash and Investments

	Yield**	
Cash on Hand		\$ 100
Cash in Bank		4,266,137
Savings		
1st Bank Liquid Asset	4.50%	1,499,134
Colotrust	5.56%	90,263,853
CSAFE	5.47%	10,762,428
Government Securities	3.67%	138,606,525
		<u>245,398,177</u>
Available Cash and Investments		<u>\$ 245,398,177</u>

\*\*Average monthly yield

### Expenditures

Department	2023 Budget	2023 Actual	2022 Actual
Source and treatment	\$ 7,359,277	\$ 5,946,002	\$ 5,702,597
Personnel	4,368,320	3,575,516	2,786,004
Engineering	180,000	288,300	277,905
Operations	1,160,000	730,617	776,444
Technical services	-	-	225,880
Business office	716,700	794,280	718,061
IT and data	509,100	310,659	-
Human resources	74,200	181	-
Administration	860,600	704,403	413,147
Operating capital replacement	6,994,100	1,749,639	1,563,852
Non-operating expenses	137,385,595	32,550,447	14,248,386
	<u>\$ 159,607,892</u>	<u>\$ 46,650,044</u>	<u>\$ 26,712,276</u>



*Note: Actual amounts for 2023 and 2022 are categorized based off the budget format for that year.*

MSSB Account Summary

Functional Currency: USD 11/01/2023 - 11/30/2023

ICAP-Fort Collins Loveland (83270)

[Return to Table of Contents](#)

Dated: 12/06/2023

Accounting

Balance Sheet Classification		
	Book Value	Market Value
Cash & Cash Equivalents	26,882,322.23	26,882,322.23
Short Term Investments	39,305,081.27	38,830,140.00
Long Term Investments	73,923,123.37	73,022,135.00
Accrued Interest Receivable	680,434.21	680,434.21
Equity	0.00	0.00
Alternative Investments	0.00	0.00
Total	140,790,961.07	139,415,031.44

Unrealized Gain/Loss	
Beginning Unrealized Gain/Loss	-1,943,816.36
Unrealized Gain	0.00
Unrealized Loss	-1,375,929.64
Net Unrealized Gain/Loss	-1,375,929.64
Change Unrealized Gain/Loss	567,886.73

Interest Income Detail		
	Tax Exempt	Taxable
Beginning Accrued	0.00	679,699.02
Purchased Accrued	0.00	6,373.63
Sold Accrued	0.00	0.00
Coupons Received	0.00	372,078.43
Equity Dividends Received	0.00	0.00
Interest Accrued in Period	0.00	366,439.99
Other Income	0.00	0.00
Interest Income Total	0.00	366,439.99
Ending Accrued	0.00	680,434.21

Amortization/Accretion		
	Tax Exempt	Taxable
Beginning Amortized Cost	0.00	139,701,009.02
Purchases	0.00	8,257,002.08
Sales	0.00	4,034,002.75
Ending Amortized Cost	0.00	140,110,526.87
Amortization/Accretion	0.00	77,815.79

Realized Gain/Loss	
Realized Gain	0.00
Realized Loss	0.00
Realized Impairment Loss	0.00
Net Realized Gain/Loss	0.00
Realized Gains/Losses	-34,002.75

Performance

Summary		
	Actual	Annualized
Income Return	0.30%	3.67%
Price Return	0.41%	5.11%
Total Return	0.71%	8.94%

Market Value	
Daily Average Market Value	138,889,158.36
Beginning Market Value	138,436,891.68
Ending Market Value	139,415,031.44
Change in Market Value	978,139.76

Transactions

Purchases/Sales/Maturities/Redemptions				
	Purchases	Sales	Maturities	Redemptions
Cash & Cash Equivalents	-4,342,314.60	34,002.75	0.00	0.00
Short Term Marketable Securities	0.00	0.00	4,000,000.00	0.00
Long Term Marketable Securities	-3,914,687.48	0.00	0.00	0.00
Equities	0.00	0.00	0.00	0.00
Funds	0.00	0.00	0.00	0.00
Alternative Investments	0.00	0.00	0.00	0.00
Total	-8,257,002.08	34,002.75	4,000,000.00	0.00

Cash Transfers	0.00
----------------	------

Security Transfers	
Transfers In	0.00
Accrued Transfers In	0.00
Transfers Out	0.00
Accrued Transfers Out	0.00
Total	0.00

Risk

Summary	
Purchase Yield	3.418
Duration (Years)	1.016
Duration (Days)	371
WAM (Effective)	1.070
WAM (Days)	391,000
Avg Credit Rating	AAA/Aaa/AAA

Duration	
0-90 Days	29.30
90-180 Days	4.96
180-365 Days	14.72
1-2 Years	36.84
Over 2 Years	14.18

Credit Ratings	
AAA/Aaa	100.00
AA/Aa	0.00
A/A	0.00
BBB/Baa	0.00
Non-Invest	0.00
Not Rated	0.00

Sectors	
Cash	19.28
Government	74.92
Agency	5.80
Municipal	0.00
Corporate	0.00
Asset Backed	0.00
Mortgage Backed	0.00
Equity	0.00





**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	Amended Budget	Actual - Budgetary Basis	Variance Under Budget (Over Budget)	Percentage of Budget
<b>Revenue</b>				
<b>Operating Revenue</b>				
Metered revenue	\$ 16,546,750	\$ 13,851,203	\$ 2,695,547	83.71%
Water sales - construction	450,000	537,615	(87,615)	119.47%
Town of Windsor	445,500	325,134	120,366	72.98%
Water rental	180,000	291,362	(111,362)	161.87%
Miscellaneous income	150,000	126,018	23,982	84.01%
Management fees - SFCSD	1,092,854	374,819	718,035	34.30%
Property Tax (1.500 mills)	1,501,064	1,607,594	(106,530)	107.10%
Total operating revenue	20,366,168	17,113,744	(3,252,424)	84.03%
<b>Non-Operating Revenue</b>				
Interest on investments	900,000	5,205,655	(4,305,655)	578.41%
Proceeds from bond	75,000,000	75,458,876	(458,876)	100.61%
Tap fees (water)	12,000,000	33,456,060	(21,456,060)	278.80%
Tap fees (PIF)	3,255,250	9,343,701	(6,088,451)	287.03%
Meter fees	95,000	238,913	(143,913)	251.49%
Inclusion fees	-	789	789	0.00%
Total non-operating revenue	91,250,250	123,703,994	32,453,744	135.57%
Total revenue	111,616,418	140,817,738	29,201,320	126.16%
<b>Expenses</b>				
<b>Source and Treatment</b>				
Assessments	1,600,000	1,184,221	415,779	74.01%
Soldier Canyon	3,147,591	2,870,559	277,032	91.20%
City of Loveland	30,000	2	29,998	0.01%
FTC - Water Sale IGA	2,506,686	1,840,335	666,351	73.42%
Other water districts	15,000	-	15,000	0.00%
Water resource consulting	60,000	50,884	9,116	84.81%
Total source and treatment	7,359,277	5,946,002	1,413,275	80.80%
<b>Personnel</b>				
Wages	3,230,000	2,606,252	623,748	80.69%
Overtime & on-call pay	64,000	92,425	(28,425)	144.41%
Payroll taxes	263,520	208,103	55,417	78.97%



**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
Medical insurance	431,000	395,076	35,924	91.66%
Life insurance	41,000	47,762	(6,762)	116.49%
Retirement	182,700	133,312	49,388	72.97%
Worker's compensation ins	15,000	12,537	2,463	83.58%
Education & training	60,000	16,452	43,548	27.42%
Cell phone service	20,000	8,531	11,469	42.65%
Safety program	36,000	22,458	13,542	62.38%
Uniforms	10,500	10,427	73	99.30%
Employee awards & recognition	6,500	12,943	(6,443)	199.12%
Recruiting & onboarding	5,000	6,589	(1,589)	131.79%
Dues & subscriptions	2,000	2,131	(131)	106.57%
Travel	1,100	517	583	46.97%
<b>Total personnel</b>	<b>4,368,320</b>	<b>3,575,516</b>	<b>792,804</b>	<b>81.85%</b>
<b>Engineering</b>				
Consulting	125,000	215,621	(90,621)	172.50%
Fuel	2,500	4,974	(2,474)	198.95%
Miscellaneous	1,000	2,005	(1,005)	200.52%
R & M - equipment	1,000	9,045	(8,045)	904.50%
R & M - vehicles	2,500	7,057	(4,557)	282.26%
Software maintenance	43,000	37,777	5,223	87.85%
Supplies	5,000	11,822	(6,822)	236.44%
<b>Total engineering</b>	<b>180,000</b>	<b>288,300</b>	<b>(108,300)</b>	<b>160.17%</b>
<b>Operations</b>				
R & M - lines & equipment	400,000	224,285	175,715	56.07%
R & M - tank cleaning	150,000	20,897	129,103	13.93%
Fuel	37,000	33,593	3,407	90.79%
Office supplies	2,000	355	1,645	17.75%
R & M - vehicles	35,000	31,313	3,687	89.47%
Supplies	3,500	10,421	(6,921)	297.74%
Utilities - pump stations	241,500	240,188	1,312	99.46%
R & M - remote facilities	220,000	39,749	180,251	18.07%
Telemetry	30,000	102,059	(72,059)	340.20%
Consulting	20,000	-	20,000	0.00%
Software maintenance	21,000	27,758	(6,758)	132.18%
<b>Total operations</b>	<b>1,160,000</b>	<b>730,617</b>	<b>429,383</b>	<b>62.98%</b>



**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
<b>Business office</b>				
Bank service charges	45,000	29,670	15,330	65.93%
Miscellaneous expense	500	129	371	25.76%
On-line bill processing	120,000	108,553	11,447	90.46%
Payroll processing	12,000	10,242	1,758	85.35%
Postage	47,000	70,513	(23,513)	150.03%
Printing	36,000	46,470	(10,470)	129.08%
Publications & notices	1,000	199	801	19.88%
R & M - office equipment	11,000	13,730	(2,730)	124.82%
Software maintenance	90,000	113,310	(23,310)	125.90%
Supplies	19,000	16,354	2,646	86.07%
Consulting	100,000	230,367	(130,367)	230.37%
Customer relations	6,000	9,478	(3,478)	157.96%
Water conservation	100,000	16,183	83,817	16.18%
Meter hosting service	50,000	47,740	2,260	95.48%
Water quality testing	45,000	31,893	13,107	70.87%
Utility locates	25,000	33,729	(8,729)	134.92%
Fuel	5,200	12,663	(7,463)	243.52%
R & M - vehicles	4,000	3,058	942	76.44%
Total business office	716,700	794,280	(77,580)	110.82%
<b>IT and data</b>				
Consulting	447,000	268,075	178,925	59.97%
Security	11,000	9,253	1,747	84.12%
Telephone	33,000	20,635	12,365	62.53%
Software renewal and maintenance	17,100	11,613	5,487	67.91%
Supplies	1,000	1,082	(82)	108.22%
Total IT and data	509,100	310,659	198,441	61.02%
<b>Human resources</b>				
Consulting	67,000	-	67,000	0.00%
Software renewal and maintenance	1,200	-	1,200	0.00%
Supplies	6,000	181	5,819	3.01%
Total human resources	74,200	181	74,019	0.24%



**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
<b>Administration</b>				
Directors' fees	14,400	7,892	6,508	54.81%
Directors' payroll taxes	1,150	612	538	53.24%
Directors' expense	12,500	13,045	(545)	104.36%
Audit & consulting fees	27,500	26,561	939	96.58%
Collection fees	300	29,936	(29,636)	9978.73%
Consulting	100,000	-	100,000	0.00%
Contingency	15,000	11,630	3,370	77.53%
Dues & subscriptions	13,750	14,787	(1,037)	107.54%
Insurance - liability	72,000	130,580	(58,580)	181.36%
Insurance - property	73,000	107,334	(34,334)	147.03%
Janitorial service	15,000	14,964	36	99.76%
Legal	250,000	207,468	42,532	82.99%
Miscellaneous expenses	1,000	74	926	7.40%
R & M - administration building	100,000	94,978	5,022	94.98%
Utilities - admin building	30,000	27,542	2,458	91.81%
Fuel	5,500	3,409	2,091	61.98%
R & M - vehicles	2,500	2,308	192	92.33%
Leased office space	127,000	11,282	115,718	8.88%
<b>Total administration</b>	<b>860,600</b>	<b>704,403</b>	<b>156,197</b>	<b>81.85%</b>
 Operating expenses before operating capital replacement	 <b>15,228,197</b>	 <b>12,349,958</b>	 <b>2,878,239</b>	
 Operating income (loss) before operating capital replacement	 <b>5,137,971</b>	 <b>4,763,787</b>	 <b>374,184</b>	
<b>Operating Capital Replacement</b>				
Source & treatment - operating	1,860,000	38,750	1,821,250	2.08%
Meters - operating	181,000	270,278	(89,278)	149.32%
Distribution - operating	4,258,000	857,071	3,400,929	20.13%
Operations equipment	178,500	363,221	(184,721)	203.49%
Office & engineering equipment	46,600	25,879	20,721	55.53%
Building improvements - operating	470,000	194,440	275,560	41.37%
<b>Total operating capital replacement</b>	<b>6,994,100</b>	<b>1,749,639</b>	<b>5,244,461</b>	<b>25.02%</b>



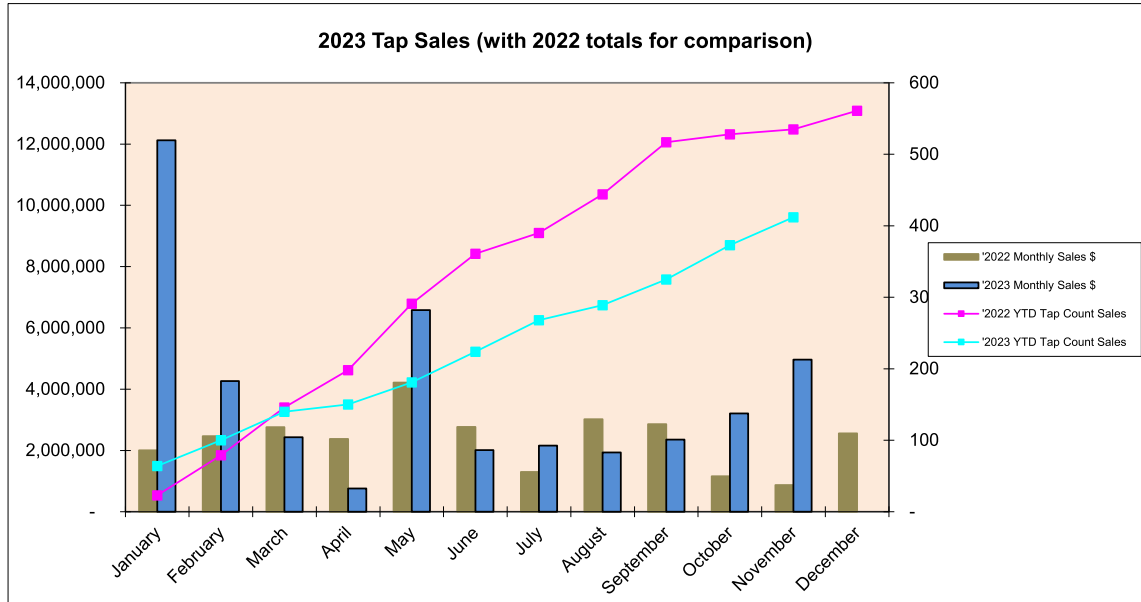
**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
Total operating expenses	22,222,297	14,099,597	8,122,700	63.45%
Operating income (loss)	(1,856,129)	3,014,147	(4,870,277)	
<b>Non-Operating Expenses</b>				
Interest on bonds (2010 issue)	26,250	24,063	2,188	91.67%
Debt service - 2010 issue	1,050,000	1,050,000	-	100.00%
Interest on CWCB notes	6,101	5,593	508	91.67%
Debt service - CWCB notes	11,484	11,484	-	100.00%
Bond issue expenses	5,000,000	458,876	4,541,124	9.18%
Source & treatment	250,000	62,240	187,760	24.90%
Water projects / acquisitions	115,484,260	19,665,168	95,819,092	17.03%
Water storage	2,562,500	1,970,376	592,124	76.89%
Meters	95,000	269,865	(174,865)	284.07%
Distribution	12,900,000	9,032,783	3,867,217	70.02%
Total non-operating expenses	137,385,595	32,550,447	104,835,148	23.69%
Total expenses	159,607,892	46,650,044	112,957,848	29.23%
Nonoperating income (loss)	(46,135,345)	91,153,547	(137,288,892)	
<b>Net Income (Loss)</b>	<b>\$ (47,991,474)</b>	<b>\$ 94,167,694</b>	<b>\$ 142,159,168</b>	



November 30, 2023

**Tap Sales**



	Water Purchased		Water Provided		City Water		2023 Totals			2022 Totals		
	# of taps	\$	# of taps	\$	# of taps	\$	# of taps	\$	YTD taps	# of taps	\$	YTD taps
January	64	12,125,631	-	-	-	-	64	12,125,631	64	23	2,007,111	23
February	36	4,266,293	-	-	-	-	36	4,266,293	100	56	2,465,981	79
March	40	2,430,549	-	-	-	-	40	2,430,549	140	67	2,763,405	146
April	10	759,955	-	-	-	-	10	759,955	150	52	2,373,870	198
May	31	6,582,269	-	-	-	-	31	6,582,269	181	93	4,219,145	291
June	43	2,013,068	-	-	-	-	43	2,013,068	224	70	2,763,923	361
July	43	2,147,395	1	13,021	-	-	44	2,160,416	268	29	1,298,799	390
August	21	1,933,897	-	-	-	-	21	1,933,897	289	54	3,016,559	444
September	36	2,353,585	-	-	-	-	36	2,353,585	325	73	2,861,015	517
October	44	3,175,214	-	-	4	33,430	48	3,208,643	373	11	1,160,466	528
November	39	4,965,457	-	-	-	-	39	4,965,457	412	7	871,405	535
December	-	-	-	-	-	-	-	-	-	26	2,557,545	561
Totals	407	42,753,311	1	13,021	4	33,430	412	42,799,762		561	28,359,225	

**DISTRICT TAP TOTAL      20,108**

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90863	JAMES BORLAND	Directors' Fee	92.35
90864	WILLIAM DIETERICH	Directors' Fee	92.35
90865	PETER O'NEILL	Directors' Fee	92.35
90866	STEPHEN W SMITH	Directors' Fee	92.35
90867	DENIS SYMES	Directors' Fee	92.35
90868	AVI ENGINEERING PLANNING SURVEYING	ZONE 5 PHASE 1 MANHATTAN PHASE - CONST SUPPORT SERVICE_LITHOS & AVI, SURVEYING SERVICES, BNSF PERMIT FEES	37,694.12
90869	CONNELL RESOURCES	WESTERN BACKBONE PH1_TAFT HILL-HORSETOOTH TO HARMONY, ZONE 5 WATERLINE PH1_MANHATTAN, TANAGER, TROUTMAN, TRILBY TANK EXPANSION_DESIGN PHASE SERVICES	1,777,912.57
90870	CONSERVICE SYNERGY	REFUND OF PAYMENT INTENDED FOR OTHER UTILITY	57,197.83
90871	SPWRAP	ANNUAL CLASS M ASSESSMENTS	25,472.20
90872	AED EVERYWHERE, INC.	SNEAD AED ANNUAL FEE	25.00
90873	AMAZON CAPITALSERVICES	THE HILLMAN GROUP-TOGGLE BOLTS, BLUE DIAMOND ALMONDS, DESKMAT	102.65
90874	ARC, INC.	JANITORIAL SERVICES FOR 5150 SNEAD, JANITORIAL SERVICES FOR TRAILER	1,022.34
90875	AUSTIN DEVOPS	DBA SERVICES, TAP DATABASE MODERNIZATION	16,050.00
90876	BECKER SAFETY & SUPPLY	FCLWD UNIFORMS_VIC FEDERICO, FCLWD EMBROIDERY, 3M-HALF FACEPIECE RESPIRATOR-RP- 6200, 3M-HALF FACEPIECE RESPIRATOR-RP-6300, 3M - PARTICULATE FILTER P100 - RP- 2091, UNIFORMS- CAT CHAVEZ, UNIFORMS - JOE GUERRA	515.82

**FORT COLLINS-LOVELAND WATER DISTRICT  
DISTRIBUTIONS  
November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90877	CAPSTONE, INC.	FCLWD OFFICE & SITE IMPROVEMENT_PHASE 1_TASK ORDER 01 & 02 -GENERAL LABOR, MILEAGE, TRAVEL TIME	17,706.36
90878	CYBER74, LLC	TUNGSTEN COMPLETE_NOVEMBER	5,250.00
90879	DANA KEPNER COMPANY	3/4" TRPLS, 2" COMPANION GASKET, 1.5" COMPANION GASKET, 520 M RADIOS	27,662.48
90880	DATA WEST	2024 ANNUAL CONTRACT FOR BILLMASTER, 2024 ANNUAL CONTRACT FOR WEBSHARE	13,040.98
90881	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	4,815.04
90882	DISCOVERY MANAGEMENT GROUP LLC	GPS EQUIPMENT FOR INSPECTORS	9,045.00
90883	EANALYTICS LABORATORY LLC	WATER QUALITY TESTING- LARIMER COUNTY FLEET, WATER QUALITY TESTING_NISSAN KIA, WATER QUALITY TESTING - CANNON CAR WASH #1010-23	280.00
90884	FORT COLLINS LOVELAND WATER DISTRICT	WATER SERVICE AT 4100 S TAFT HILL RD	24.79
90885	FRONTIER PRINT CENTER	FINAL BILLING STATIONARY	470.00
90886	CITY OF FORT COLLINS	SPRINKLER SYSTEM CHECKUPS, CHECKUPS CANCELLED WITHIN 24 HOURS	16,100.00
90887	WW GRAINGER, INC.	DEHUMIDIFIER, 6.3 PT BUCKET, FLAT WASHER 25 PAK, SS PIN 25 PAK, HX HD CP SCREW 5 PAK, CLEANER/DEGREASER	776.61
90888	GREYSTONE TECHNOLOGY	AGREEMENT CLOUD SERVICES OCT 2023, MIT AGREEMENT NOV 2023	11,455.00
90889	LIZA HAYDEN	MILEAGE REIMBURSEMENT	46.51



**FORT COLLINS-LOVELAND WATER DISTRICT  
DISTRIBUTIONS  
November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90890	HDR ENGINEERING INC.	DESKTOP ASSESSMENT CONSULTING SERVICES_8.27.23-9.30.23	6,762.00
90891	HENSEL PHELPS CONSTRUCTION CO	LONGVIEW PUMP STATION_PROGRESS MEETINGS, SITE INVESTIGATION, AIRPORT PUMP STATION_PROGRESS MEETING, SITE INVESTIGATION	2,664.00
90892	J & C CUSTOM EAR MOLDS, LLC	CUSTOM HEARING PROTECTION	1,300.00
90893	JAX, INC.	UNIFORMS_A SANDOVAL	114.97
90894	KEYWAY LOCK AND SAFE	AMERICAN PADLOCK KEYED TO 2035_LOCK FOR RACHIO SPRINKLER CONTROLLER BOX, SERVICE CALL-EXIT DOOR TO PATIO IN BOARD ROOM	203.45
90895	CITY OF LOVELAND	ELECTRIC AT 150 W 71ST ST	618.15
90896	LOVELAND BARRICADE, LLC	832 E 57TH ST_TRAFFIC CONTROL, LCR 30 & CINDY LA_TRAFFIC CONTROL	1,519.50
90897	LOVELAND FORD-LINCOLN	OIL CHANGE & TIRE ROTATION_VIN: 2FMPK4J92NBA81050, GASOLINE ENGINE WORKS_VIN: 1FTFW1E85NKE77970	167.78
90898	NG COMPANIES	RAPTORS ROOST & 392_HYDROVAC TRUCK, DUMP DISPOSAL FEE, FRESH WATER, WEITZEL DRIVE_HYDROVAC TRUCK	4,812.50
90899	RESERVE ACCOUNT - PITNEY BOWES	RENEW POSTAGE METER FCLWD	1,000.00
90900	SIMON	3/4" WASHED ROCK, DRY/STRUCTURE FILL, CLASS 5 BASE HARRIMAN	3,410.45
90901	STAPLES BUSINESS CREDIT	KITCHEN SUPPLIES, OFFICE SUPPLIES	632.38

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90902	UTILITY NOTIFICATION CENTER	RTL TRANSMISSIONS, POSITIVE RESPONSE RE-NOTIFICATION	2,594.19
90903	UNITED RENTALS (NORTH AMERICA) INC	CYLINDER, 58L QUAD GAS MIX	540.00
90904	VERIZON CONNECT FLEET USA LLC	FLEET GPS SERVICES - FCLWD	727.45
90905	DEBBIE WAY	MILEAGE RELATED TO BILLING SYSTEM RESEARCH	61.57
90906	WESTERN STATES LAND SERVICES LL	ENGINEERING REAL ESTATE SUPPORT PROFESSIONAL SERVICES_KA & SA, TELECOM	298.60
90907	WEX BANK	ENGINEERING FUEL, OPERATION FUEL, ADMIN FUEL, BUS OFFICE FUEL	5,509.67
90908	WILDROCK PUBLIC RELATIONS & MARKETING	COLORADO DEPARTMENT OF HEALTH HOURLY PROJECTS, COBB LAKE HOURLY PROJECT, HOA RESEARCH, MONTHLY SERVICES	11,756.00
90909	WILSON & COMPANY, INC.	WESTERN BACKBONE PHASE 2_30% DESIGN-SUE UTILITY MAPPING SERVICES, WESTERN BACKBONE WL PROJECT PH02_UTILITY MAPPING SERVICES, WESTERN BACKBONE WL PROJECT PH01 CM_CONSTRUCTION MANAGEMENT SERVICES	20,926.95
90910 - 90933	CUSTOMER REFUNDS	OVERPAYMENT REFUNDS	13,720.00
90934	ANTHEM BC/BS	FCLWD MEDICAL COVERAGE	45,632.67
90935	BATTERIES PLUS - 086	RECYCLE BATTERIES, BATTERIES	51.28
90936	BOMGAARS	BOOTS- C MEDINA, BOOTS_S LOWE	279.98
90937	CD ENGINEERING, INC.	DEVELOPMENT REVIEW CONTRACT ENGINEERING SERVICES, PROJECT MANAGER	3,941.00

**FORT COLLINS-LOVELAND WATER DISTRICT  
DISTRIBUTIONS  
November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90938	CONSOLIDATED ELECTRICAL DISTRIBUTORS	MODULAR DATA PLUG	30.96
90939	CITY OF GREELEY	2023 OVERLAND POND MAINTENANCE	4,017.30
90940	CONNELL RESOURCES	WESTERN BACKBONE TRANSMISSION PH2_GIESLER & RIOS & ROBERTS, AIRPORT TRANSMISSION	23,760.00
90941	VOID	VOID	0.00
90942	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	589.03
90943	DLT SOLUTIONS, INC.	INFOWATER PRO GOV SINGLE USER ANNUAL SUBSCRIPTION RENEWAL	5,107.96

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90944	FIRSTBANK	COLLECTION SHORT SCHOOL_A VILLALOBOS, D HUGHES, J GUERRA, CONFERENCE-NOV 15- 17, OPERATOR 3 EXAM, TRAINING_A HARRIS, PRE- EMPLOYMENT/ANNUAL, UNIFORMS-VIC FEDERICO, DEPOSIT_HOLIDAY PARTY, PHISHING GIFT CARD, PE LICENSE RENEWAL, SECURITY BADGE, OPERATIONS SUPPLIES, QUIKRETE BLACKTOP PATCH, MONTHLY MARKETING EMAIL SERVICE & WEBSITE MONITORING, START-UP DIGITAL PLATFORM, MUSIC SUBSCRIPTION, OFFICE SUPPLES, KITCHEN SUPPLIES, SECURE PAPER SHRED SERVICES, FACEBOOK ADS, DEPOSIT FOR CHRISTMAS, IMPORT DUTY PAYMENT,SECURITY, BOARD SUPPLIES, LUNCH MEETINGS, PIZZA W/ PLETCHER, SAFETY COMMITTEE BREAKFAST, SOLDIER CANYON DISCUSSION	10,500.57
90945	VOID	VOID	0.00
90946	VOID	VOID	0.00
90947	VOID	VOID	0.00
90948	VOID	VOID	0.00
90949	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 5101 ZIEGLER RD PUMP	59.06
90950	FUZION FIELD SERVICES, LLC	PT STANDARD MONTHLY RENTL	120.00
90951	WW GRAINGER, INC.	SHOE COVERS-WHITE/200	52.10
90952	GRAY MATTER SYSTEMS, LLC	OCTOBER MAINTENANCE	7,350.00

**FORT COLLINS-LOVELAND WATER DISTRICT  
DISTRIBUTIONS  
November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90953	HYDRA-STOP, LLC.	EQUIPMENT TRAINING, 4" IV 250 BODY, CS FLG, 4" OPEN LEFT CARTRIDGE, IV 250, 6" IV 250 BODY, 6" OPEN LEFT CARTRIDGE IV 25J0	17,343.00
90954	J & C CUSTOM EAR MOLDS, LLC	CUSTOM HEARING PROTECTION	195.00
90955	JAMES PEST CONTROL	PEST TREATMENT	75.00
90956	LARIMER COUNTY SOLID WASTE	RUBBLE COMMERCIAL	389.25
90957	LOVELAND FORD-LINCOLN	GAS ENGINE WORKS_VIN: 1FTMF1EP1PKE12387, GASOLINE ENGINE WORKS_VIN: 1FTFX1E82PKE12137	164.30
90958	LYONS GADDIS	FCLWD GENERAL LEGAL FEES	19,358.75
90959	PRAIRIE MOUNTAIN MEDIA	NOTICE-2023 AMENDED BUDET, NOTICE-2024 BUDGET	42.24
90960	VOID	VOID	0.00
90961	VOID	VOID	0.00
90962	WAGNER RENTS	WEEK RENTAL - GENERATOR, ENVIRONMENT FEE, RENTAL EQUIPMENT PROTECTION	1,057.50
90963	WILLIAMS SCOTSMAN, INC.	60X24 MODULAR, RENTAL TAX, PREMIUM CONFERENCE PACKAGE T2, PROF. WORKSTATION PACKAGE T2, L-DESK, ADA/IBC RAMP, PREM. OFFICE PACKAGE T2, RESTROOM W/1X WEEKLY SERVICE	3,411.00
90964	XEROX CORPORATION	BASE CHARGE, BLACK METER CHARGE, COLOR METER CHARGE	380.48
90965	ZAK GEORGE LANDSCAPING	IRRIGATION BLOWOUT_SNEAD	250.00
90966	TMMI, LLC	EMERSON_MAS, POWER SUPPLY, 120W	3,601.73
90967	VERMEER COLORADO	VAC TRAILER RENTAL_SERIAL: 7NWH16AU5PK050292, ROTO NOZZLE	5,708.00

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
90968 - 91035	CUSTOMER REFUNDS	OVERPAYMENT REFUNDS	19,055.13
91036	AMAZON CAPITALSERVICES	KITCHEN SUPPLIES, OFFICE SUPPLIES, BATTERIES AAA (16PK), TRASH BAGS, LABEL MAKER REFILLS, 30 PK HAND WARMERS, ENERGIZER RECHARGEABLE AA & AAA BATTERY CHARGER, HP 746 YELLOW, BLACK, PHOTO BLACK 300 ML INK CARTRIDGE, RADIANT SOLUTIONS COMPANY INTELLIGENT HEAT TAPE, IPHONE SCREEN PROTECTORS	1,135.53
91037	VOID	VOID	0.00
91038	AMERICAN WATER WORKS ASSOCIATION	AWWA-DUES_BRATILE, ROCKY MOUNTAIN SECTION	263.00
91039	AT & T MOBILITY	DISTRICT CELL PHONES & OTHER DEVICES, MODEMS, SECURITY	576.20
91040	BECKER SAFETY & SUPPLY	UNIFORMS_MYHRE, UNIFORMS_HUGHES	197.50
91041	CONSOLIDATED ELECTRICAL DISTRIBUTORS	CROSSRAODS TANK_LITH EL618N7 M2	178.80
91042	COLLINS COMMUNICATIONS	HORSETOOTH MOUNTAIN DMR REPEATER SERVICE	60.00
91043	CONVERGINT TECHNOLOGIES LLC	PROFESSIONAL SERVICES FOR POWER OUTAGE	875.00
91044	CYBER74, LLC	TUNGSTEN COMPLETE BASE FEE, TUNGSTEN COMPLETE PER ENDPOINT	5,250.00
91045	DANA KEPNER COMPANY	RISER LESS LID, DOMESTIC VB DROP LID, TIMNATH TANK-WET TAP FITTING, 20" CASTING W32 CI METER PIT COVER W/RECESSED LID	1,183.69
91046	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	2,183.31

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91047	DTI TRUCKS	REPAIR & MAINTENANCE_VIN: FVACXDT2CDBF7716	1,319.94
91048	EANALYTICS LABORATORY LLC	WATER QUALITY TESTING-U HUAL	70.00
91049	FERGUSON WATERWORKS #1116	5 1/4 MVO BONET REPAIR KIT, 5 1/4 MVO MAIN VALVE REPAIR KIT	3,900.79
91050	FORT COLLINS CONNEXION	NOVEMBER FIBER INTERNET SERVICE	429.90
91051	BRANDON BARNES	OFF DUTY OFFICER FOR FCLWD REGULAR BOARD MEETING	153.00
91052	FRONTIER PRINT CENTER	CHRIS PLETCHER BUSINESS CARDS	97.00
91053	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 1093 S OVERLAND TRL	7,135.67
91054	WW GRAINGER, INC.	LENS CLEANING TOWELETTE DISPENSER	17.44
91055	GREYSTONE TECHNOLOGY	NOVEMBER CLOUD SERVICES, OCTOBER ONDEMAND SUPPORT HOURS	5,238.00
91056	INDOFF, INC.	SINGLE TIER LOCKERS-3WIDE- BLACK	2,322.46
91057	INTERSTATES CONSTRUCTION SERVICES	CONEX CONFERENCE ROOM POWER	7,445.00
91058	KANSAS CITY LIFE	DENTAL BENEFITS	2,443.73
91059	LIGHTFIELD ENTERPRISES	3701 & 3702 DALTON DR_ASPHALT, CONCRETE, TRAFFIC CONTROL, 832 E 57TH ST_ASPHALT PATCHING & TRAFFIC CONTROL	12,152.94
91060	LINCOLN FINANCIAL GROUP	LTD/STD/LIFE/ADD INSURANCE	4,817.53
91061	LOVELAND BARRICADE, LLC	TRAFFIC CONTROL_5150 SE FRONTAGE RD	969.50
91062	NG COMPANIES	3912 GOODELL LANE_HYDROVAC TRUCK, DUMP DISPOSAL FEE, FRESH WATER	2,605.00

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91063	ROCKY MOUNTAIN BOTTLED WATER	5 GAL DEPOSIT, 5 GAL PURIFIED WATER, DELIVERY CHARGE	29.93
91064	SOLDIER CANYON WATER TREATMENT AUTHORIT	WATER PURCHASED, RENEWAL AND REPLACEMENT FUND, WATER RESOURCES, LARIMER CO CANAL #2 EXCESS CAPACITY	388,586.43
91065	TIMBERLINE ELECTRIC & CONTROL CORP	SIEMENS P320 TRANSMITTER	3,315.00
91066	WILLIAMS SCOTSMAN, INC.	SINGLE STORY 20'X24' FLEX CPX, PERSONAL PROPERTY EXPENSE, LG FORMAT FLEX WINDOW, OSHA STEPS WITH CANOPY	2,055.30
91067	WILSON & COMPANY, INC.	WESTERN BACKBONE WL PROJECT PH01_PROFESSIONAL SERVICES FROM 8/12-9/8, WESTERN BACKBONE WL PROJECT PH02_30% DESIGN & PM, WESTERN BACKBONE WL PH01-T05_CONSTRUCTION MANAGEMENT SERVICES_FEUERSTEIN, WESTERN BACKBONE WL PH01-T05_CONSTRUCTION MANAGEMENT SERVICES_SPANO	12,039.00
91068	JAMES BORLAND	Directors' Fee	92.35
91069	WILLIAM DIETERICH	Directors' Fee	92.35
91070	PETER O'NEILL	Directors' Fee	92.35
91071	STEPHEN W SMITH	Directors' Fee	92.35
91072	DENIS SYMES	Directors' Fee	92.35
91073 - 91176	CUSTOMER REFUNDS	OVERPAYMENT REFUNDS	41,997.64
91177	ACE HARDWARE - WINDSOR	BULB T3 2600-LUMEN 4 5/8	23.98



**FORT COLLINS-LOVELAND WATER DISTRICT  
DISTRIBUTIONS  
November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91178	AMAZON CAPITALSERVICES	HAND TOWEL ROLL, TRASH BAGS, 5-PORT ETHERNET SWITCH, COMMAND STRIPS/EVACUATION ROUTES	157.77
91179	AVI ENGINEERING PLANNING SURVEYING	ZONE 5 MASTER PLAN ALIGNMENTS, ZONE 5 PROJECT ADMINISTRATION, ZONE 5 UTILITY LOCATES & TOPOGRAPHIC SURVEY, ZONE 5 30% DESIGN	22,482.50
91180	BOMGAARS	MILK HOUSE HEATER	29.99
91181	CAPSTONE, INC.	FCLWD OFFICE & SITE IMPROVEMENT_OCTOBER_HUMB ERT	695.00
91182	CONSOLIDATED ELECTRICAL DISTRIBUTORS	LITH ELT618NY M2 - OVERLAND PUMP STATION, TIMNATH TANK LAB_1/4 X 4 X 12 GRD BUSBAR	238.10
91183	COLORADO SPECIAL DISTRICTS POOL	2024 WORKERS' COMPENSATION RENEWAL	17,690.00
91184	COLLINS COLE FLYNN WINN ULMER	FCLWD GENERAL FEES	13,165.50
91185	CONCENTRA HEALTH SERVICES, INC	DOT PHYSICAL-C. DASH	111.00
91186	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	266.14
91187	ESRI	ENTERPRISE AGREEMENT FEE SOFTWARE/MAINTENANCE	25,000.00
91188	FORT COLLINS LOVELAND WATER DISTRICT	WATER SERVICE AT 5150 SNEAD DR, WATER SERVICE AT TIMNATH TANK	99.50
91189	FORT COLLINS COLORADOAN	HEARING NOTICE 10/8 & 10/20	53.73
91190	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 4100 S TAFT HILL RD PUMP	4,647.34
91191	CITY OF FORT COLLINS	HARMONY AND ROCK CREEK CONNECTIONS	95,566.97
91192	FUZION FIELD SERVICES, LLC	PT STANDARD MONTHLY RENTAL	120.00

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91193	WW GRAINGER, INC.	PRESSURE GUAGES	62.40
91194	IRTH SOLUTIONS	DIGTIX SUBSCRIPTIONS FEES	5,775.00
91195	NCR PAYMENT SOLUTIONS, FL, LLC	PAYMENT PROCESSING FEES FOR OCTOBER 2023	12,066.22
91196	CITY OF LOVELAND	ELECTRIC AT 7450 E CROSSROADS BLVD W TANK, ELECTRIC AT 3951 E COUNTY ROAD 30	5,973.46
91197	LOVELAND BARRICADE, LLC	TRAFFIC CONTROL- 114 LORIEN LN	1,239.50
91198	MMS ENVIRONMENTAL LABS	TOTAL COLIFORM TESTING	1,820.00
91199	POUDRE HERITAGE ALLIANCE	2024 POURDE RIVER FORUM SPONSORSHIP	1,000.00
91200	RESPEC COMPANY, LLC.	TRILBY TANK EXPANSION TO#02 PRELIMINARY DESIGN_PROJECT MANAGEMENT/COORDINATION	30,982.13
91201	SAFETY SERVICES	BACK SAFETY TRAINING_NOVEMBER 2023	280.00
91202	SOUTH FORT COLLINS SANITATION DISTRICT	SEWER AT 5150 SNEAD	121.25
91203	UTILITY NOTIFICATION CENTER	RTL TRANSMISSIONS, POSITIVE RESPONSE RE-NOTIFICATIONS	5,834.67
91204	USAVISION	VISION COVERAGE_NEW YEAR PLAN	496.06
91205	WILLIAMS SCOTSMAN, INC.	ADA/IBC STEPS W/ CANOPY, PROF. ENTRANCE-STEPS W/ CANOPY, CONFERENCE TABLE 6FT X 3.5FT, DOOR STOP 3' ROUND TABLE	227.00
91206	ZAYO	NOVEMBER PHONE SERVICE	1,029.88
91207 - 91282	CUSTOMER REFUNDS	OVERPAYMENT REFUNDS	19,902.18
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 8110 S CO RD 13	95.47

**FORT COLLINS-LOVELAND WATER DISTRICT**  
**DISTRIBUTIONS**  
**November 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
ACH	XCEL ENERGY	ELECTRIC AT 5800 E COUNTY ROAD 40	460.99
ACH	XCEL ENERGY	ELECTRIC AT 7093 COUNTY ROAD 40	21.86
ACH	XCEL ENERGY	ELECTRIC AT 5575 E COUNTY ROAD 26 UNIT VLT	81.64
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 2738 W CO RD 38E PUMP STATION	435.16
ACH	XCEL ENERGY	GAS AT 5150 SNEAD DR	313.61
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 2890 W TRILBY RD	32.23
ACH	XCEL ENERGY	ELECTRIC FOR 1170 S OVERLAND TRL BLDG	29.31
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 5150 SNEAD DR	1,228.10
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 5603 S TIMBERLINE RD	13.22
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 3211 ROCK CREEK DR	70.41
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 2825 SKIMMERHORN ST PUMP	68.94
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 6600 S COLLEGE AVE PUMP	42.35
WIRE		WIRE - ERNEST MONEY FOR WATER PURCHASE	100,000.00
11/10/2023	Payroll		119,771.31
11/10/2023	Mission Square		12,427.28
11/24/2023	Payroll		129,464.56
11/24/2023	Mission Square		12,603.49
<b>Total</b>			<b>3,430,813.13</b>



## Fort Collins-Loveland Water District

Zephyr Group at Morgan Stanley

3033 E 1<sup>st</sup> Avenue, Suite 820

Denver, CO 80206

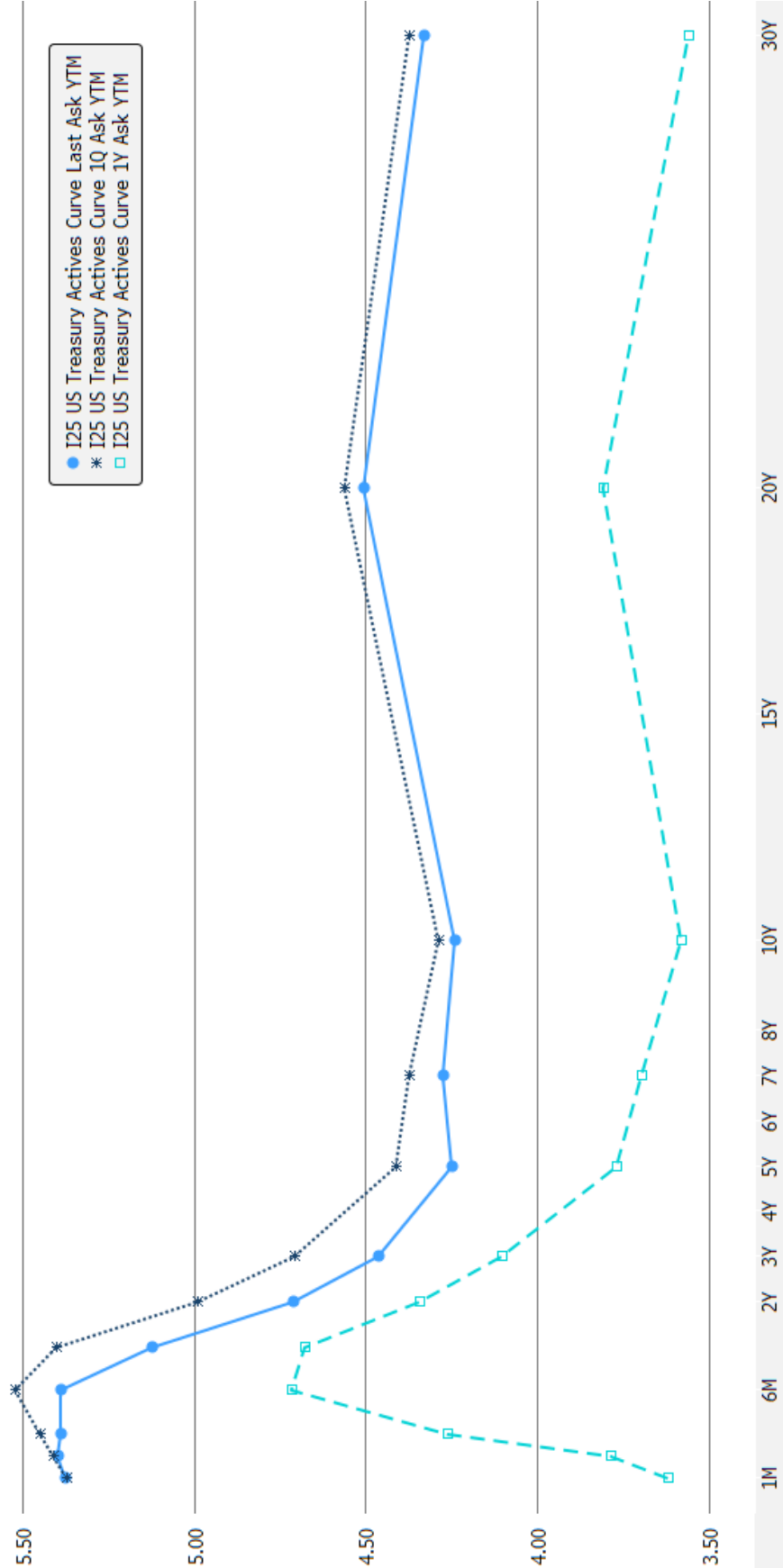
Glenn Scott, Financial Advisor, Corporate Cash Investment Director, Senior Portfolio  
Management Director

Nicholas Yip CFA, Financial Advisor, Portfolio Management Director

Trisha Mingo, Financial Advisor

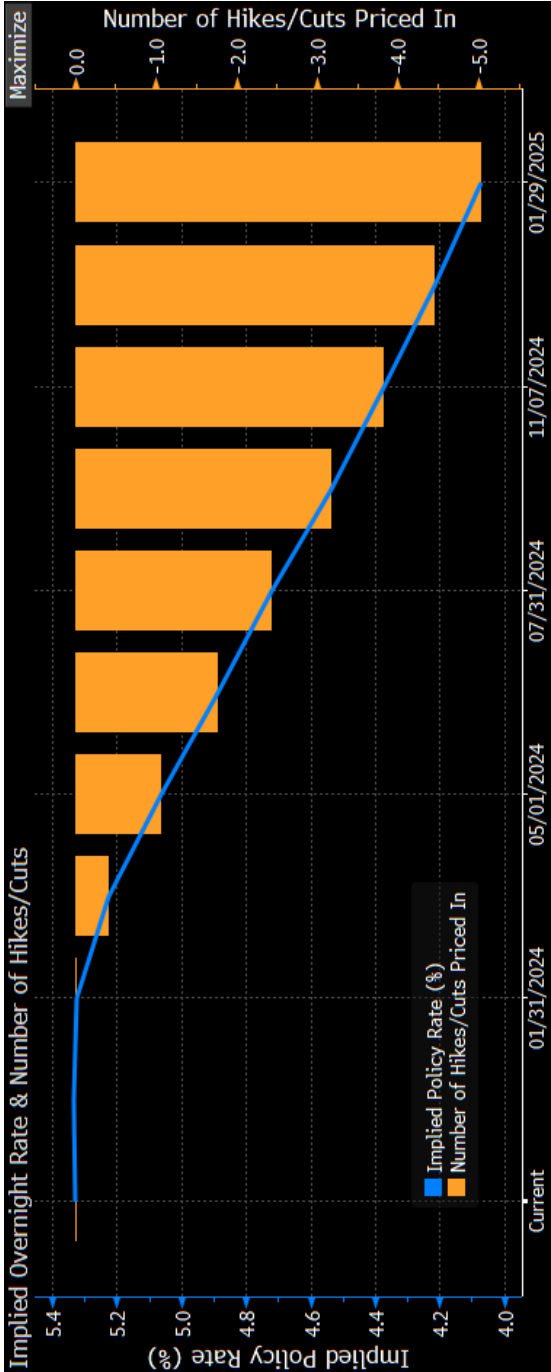
December 11, 2023

# Historical U.S. Treasury Yield Curve 12/11/23



Source: Bloomberg

# Implied Forward Curve (12/11/23) / MS Interest Rate Forecast (11/18/23)



Source: Bloomberg

Exhibit 15: Morgan Stanley US Treasury yield forecasts

		2Y	5Y	10Y	30Y
	NOV 17, 2023	4.94	4.64	4.6	4.8
Base Case	2Q24	4.40	4.15	4.20	4.50
	4Q24	3.70	3.85	3.95	4.40
Bear Case	2Q24	5.25	4.90	4.75	4.8
	4Q24	5.65	5.30	5.05	4.95
Bull Case	2Q24	3.10	2.95	3.3	3.65
	4Q24	1.90	1.90	2.50	3.05

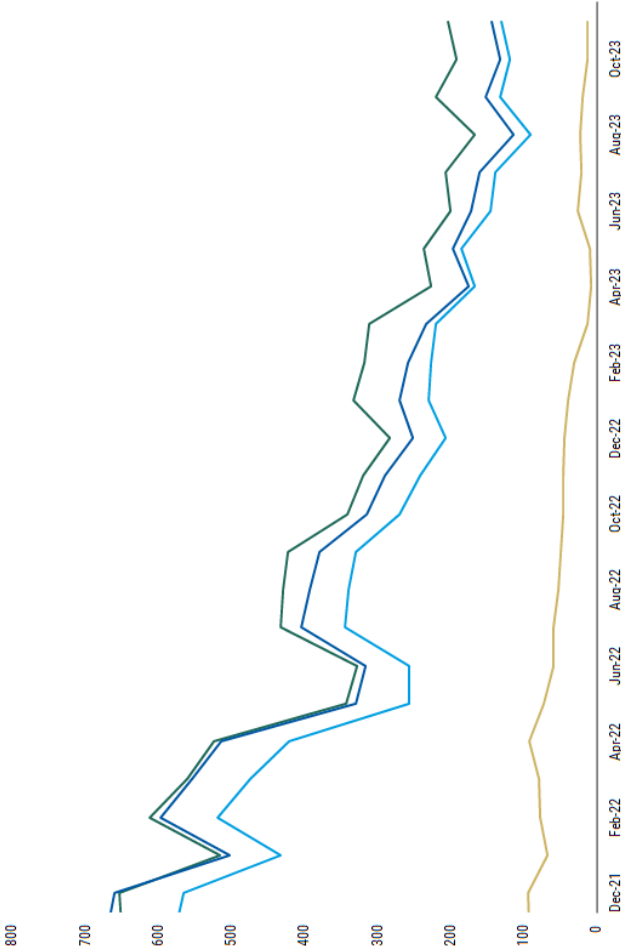
Source: Morgan Stanley Research forecasts

# Inflation, Jobs, GDP

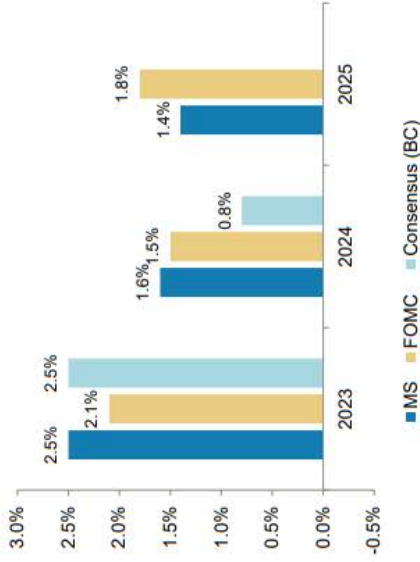
CPI (%YoY)



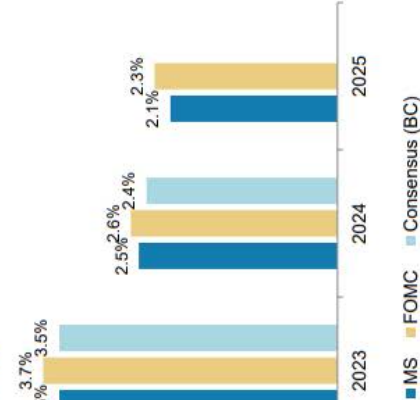
Total Nonfarm Payrolls, (Thous, M/M, 3MMA)



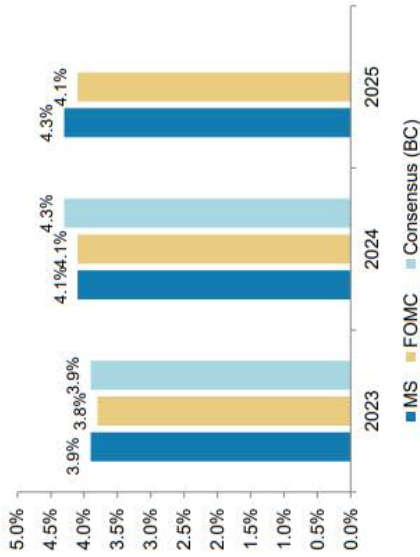
Real GDP Growth 4Q/4Q % Change



Core PCE Price Inflation 4Q/4Q % Change



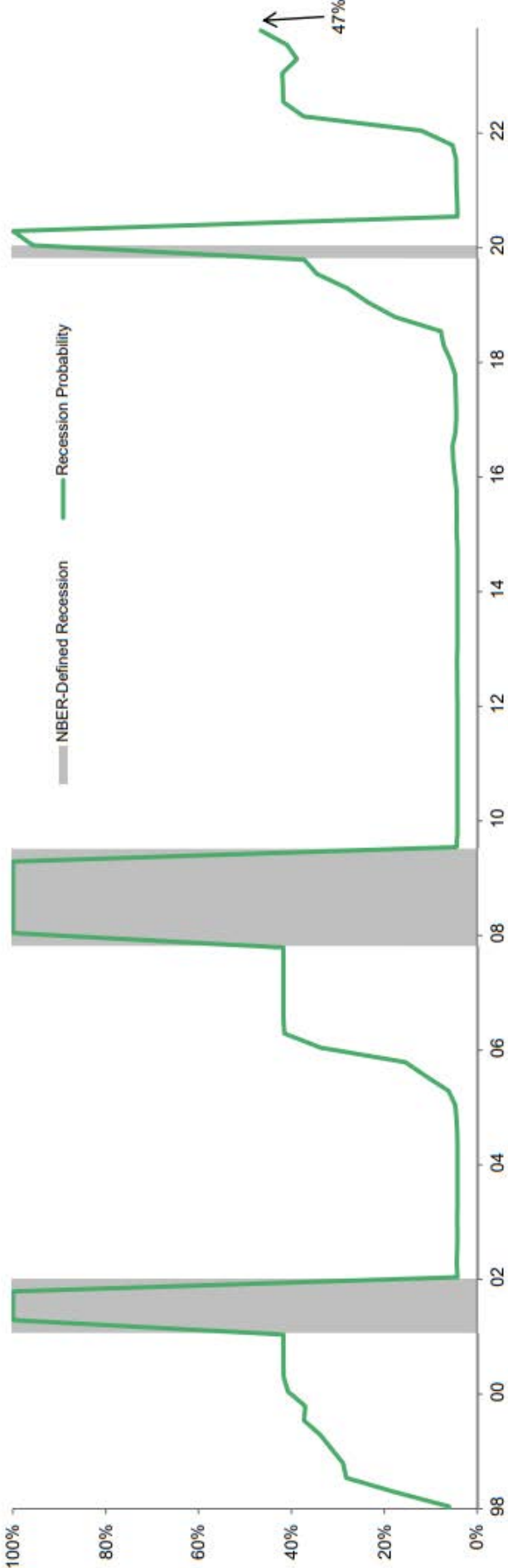
Unemployment Rate 4Q



Source: Morgan Stanley Research

Economic Scenarios/Recession Risks

	2022	2023	2024			2025		
	Actual	Base	Bear	Base	Bull	Bear	Base	Bull
Real GDP (4Q/4Q)	0.7	2.5	0.0	1.6	2.5	1.7	1.4	1.7
CPI (4Q/4Q)	7.1	3.1	1.7	1.8	2.7	1.6	2.1	1.9
Unemployment Rate (4Q Avg)	3.6	3.9	4.8	4.1	3.4	4.6	4.3	3.4
Policy Rate (EOP)	4.375	5.375	1.875	4.375	6.375	2.125	2.375	5.625



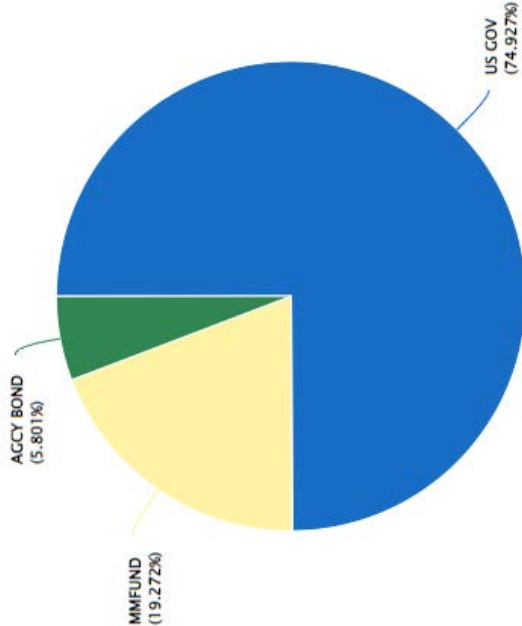
Source: Morgan Stanley Research



Portfolio Characteristics 12/8/23

Cash and Fixed Income Summary		
Risk Metric		Value
MMFund		26,896,674.25
Fixed Income		112,663,762.45
Duration		1.238
Convexity		0.026
WAL		1.054
Years to Final Maturity		1.052
Years to Effective Maturity		1.052
Yield		5.033
Book Yield		3.933
Avg Credit Rating		AAA/Aaa/AAA

Asset Allocation



Rating ^	Credit Duration Heat Map								
	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	31.783%	34.764%	14.181%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
A	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%

Source: Clearwater Analytics

Identifier	Description	Settle Date	Base Original Units	Coupon Rate	Security Type	Final Maturity	Next Call Date	Book Yield	Base Original Cost	Base Accrued Balance	Market Price	Base Market Value + Accrued	Net Unrealized Gain/Loss
960000MK5	COLORADO SURPLUS ASSET FUND TRUST	---	26,882,322.23	0.000	MMFUND	12/08/2023	---	5.480	26,882,322.23	14,352.02	1.0000	26,894,674.25	0.00
3135GABD8	FEDERAL NATIONAL MORTGAGE ASSOCIATION	12/15/2020	2,000,000.00	0.320	AGCY BOND	12/15/2023	---	0.320	2,000,000.00	3,093.33	99.6450	2,001,993.33	-1,100.00
3133EMNG3	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/16/2021	2,000,000.00	0.230	AGCY BOND	01/19/2024	---	0.206	2,001,400.00	1,768.89	99.4460	1,990,788.89	-11,073.80
912828626	UNITED STATES TREASURY	02/09/2023	4,000,000.00	2.500	US GOV	01/31/2024	---	4.928	3,908,593.72	35,597.93	99.5990	4,019,557.83	-2,431.76
91282CBM2	UNITED STATES TREASURY	02/23/2021	2,000,000.00	0.125	US GOV	02/15/2024	---	0.221	1,994,296.88	788.04	99.0700	1,982,188.04	-18,243.23
912829W48	UNITED STATES TREASURY	02/13/2023	4,000,000.00	2.125	US GOV	02/29/2024	---	4.944	3,886,875.00	23,351.95	99.2870	3,995,231.85	-3,772.89
91282CEG2	UNITED STATES TREASURY	08/10/2022	2,500,000.00	2.250	US GOV	03/31/2024	---	3.297	2,459,898.72	10,758.20	99.0780	2,487,708.20	-15,294.07
91282CBV2	UNITED STATES TREASURY	08/11/2021	2,000,000.00	0.375	US GOV	04/15/2024	---	0.403	1,998,515.63	1,127.05	98.3560	1,988,247.05	-32,665.73
91282CER8	UNITED STATES TREASURY	08/11/2022	2,500,000.00	2.500	US GOV	05/31/2024	---	3.220	2,468,652.34	1,536.99	98.9550	2,468,911.89	-24,346.08
91282CCG4	UNITED STATES TREASURY	08/24/2021	2,000,000.00	0.250	US GOV	08/15/2024	---	0.459	1,987,656.25	2,418.03	97.4880	1,952,178.03	-48,093.75
91282CCL3	UNITED STATES TREASURY	08/20/2021	2,000,000.00	0.375	US GOV	07/15/2024	---	0.414	1,997,734.38	2,995.92	97.1800	1,948,595.82	-55,931.91
91282CF44	UNITED STATES TREASURY	12/28/2022	4,000,000.00	3.000	US GOV	07/31/2024	---	4.564	3,904,843.75	42,717.39	98.5600	3,988,317.39	-17,911.67
912828D66	UNITED STATES TREASURY	08/11/2022	2,500,000.00	2.375	US GOV	08/15/2024	---	3.199	2,480,156.25	18,716.03	98.0630	2,470,291.03	-34,872.70
91282COX7	UNITED STATES TREASURY	09/20/2021	2,000,000.00	0.375	US GOV	09/15/2024	---	0.475	1,994,062.50	1,751.37	98.3980	1,929,711.37	-70,510.73
3130APDV4	FEDERAL HOME LOAN BANKS	10/07/2021	2,000,000.00	0.650	AGCY BOND	10/07/2024	01/07/2024	0.650	2,000,000.00	2,238.99	98.2170	1,926,578.99	-75,660.00
912828300	UNITED STATES TREASURY	10/26/2022	4,000,000.00	2.250	US GOV	10/31/2024	---	4.468	3,830,937.52	9,642.98	97.4530	3,907,782.86	-26,766.84
9128283J7	UNITED STATES TREASURY	08/18/2022	2,500,000.00	2.125	US GOV	11/30/2024	---	3.349	2,433,203.13	1,306.35	97.1090	2,420,031.35	-43,716.34
91282CDN8	UNITED STATES TREASURY	09/27/2022	3,000,000.00	1.000	US GOV	12/15/2024	---	4.353	2,789,648.43	14,508.20	95.6410	2,892,738.20	-25,164.09
9128283V0	UNITED STATES TREASURY	08/22/2022	2,500,000.00	2.500	US GOV	01/31/2025	---	3.290	2,454,003.91	22,248.64	97.1370	2,450,673.64	-49,993.41
912828J27	UNITED STATES TREASURY	02/16/2023	4,000,000.00	2.000	US GOV	02/15/2025	---	4.629	3,801,582.48	25,217.39	96.4840	3,884,577.39	-22,664.82
9128283Z1	UNITED STATES TREASURY	08/30/2022	2,500,000.00	2.750	US GOV	02/28/2025	---	3.436	2,459,179.69	18,887.36	97.2850	2,451,012.36	-47,889.59
3130ARDA6	FEDERAL HOME LOAN BANKS	03/28/2022	2,250,000.00	2.230	AGCY BOND	03/28/2025	12/28/2023	2.230	2,250,000.00	9,895.93	96.3010	2,176,688.13	-83,227.50
9128284M9	UNITED STATES TREASURY	09/02/2022	2,500,000.00	2.875	US GOV	04/30/2025	---	3.544	2,457,812.50	7,700.89	97.1910	2,437,475.89	-48,153.88
91282CEQ0	UNITED STATES TREASURY	02/06/2023	4,000,000.00	2.750	US GOV	06/15/2025	---	4.172	3,877,812.48	7,252.76	96.6730	3,888,172.75	-43,994.27
91282CEU1	UNITED STATES TREASURY	10/06/2022	3,000,000.00	2.875	US GOV	06/15/2025	---	4.235	2,897,109.39	41,711.07	97.0430	2,953,001.07	-30,722.82
9128294R8	UNITED STATES TREASURY	09/17/2022	2,500,000.00	2.875	US GOV	06/31/2025	---	3.589	2,454,101.56	1,767.42	97.1330	2,430,092.42	-46,736.23
91282CEY3	UNITED STATES TREASURY	10/07/2022	3,000,000.00	3.000	US GOV	07/15/2025	---	4.269	2,801,328.14	35,951.09	97.1480	2,850,391.09	-28,618.93
91282CFE8	UNITED STATES TREASURY	10/12/2022	3,000,000.00	3.125	US GOV	08/15/2025	---	4.338	2,803,554.68	29,551.93	97.2480	2,846,931.63	-25,477.54
91282CFK2	UNITED STATES TREASURY	10/21/2022	4,000,000.00	3.500	US GOV	08/15/2025	---	4.580	3,883,750.00	32,892.31	97.7970	3,944,572.31	-17,273.30
91282CFF1	UNITED STATES TREASURY	10/31/2022	4,000,000.00	4.250	US GOV	10/15/2025	---	4.379	3,985,781.24	25,546.45	99.0860	3,983,886.45	-27,860.11
91282CFW8	UNITED STATES TREASURY	12/13/2022	4,000,000.00	4.500	US GOV	11/15/2025	---	4.148	4,038,281.24	11,868.13	99.5690	3,964,508.13	-42,701.61
91282CGA3	UNITED STATES TREASURY	12/22/2022	4,000,000.00	4.000	US GOV	12/15/2025	---	4.001	3,998,843.76	77,377.05	98.6480	4,023,297.05	-53,874.26
91282CGE5	UNITED STATES TREASURY	01/24/2023	4,000,000.00	3.875	US GOV	01/15/2026	---	3.897	3,997,500.00	61,916.76	98.4180	3,998,635.76	-61,513.97
9128286A3	UNITED STATES TREASURY	02/24/2023	4,000,000.00	2.625	US GOV	01/31/2026	---	4.380	3,808,593.72	37,377.72	95.9100	3,873,777.72	-23,816.30
91282CGL9	UNITED STATES TREASURY	02/17/2023	4,000,000.00	4.000	US GOV	02/15/2026	---	4.344	3,961,718.72	50,434.78	98.6800	3,997,634.78	-24,841.37
91282CGR6	UNITED STATES TREASURY	05/10/2023	4,000,000.00	4.625	US GOV	03/15/2026	---	3.719	4,066,875.00	43,200.55	100.0350	4,044,800.55	-75,634.25
91282CGV7	UNITED STATES TREASURY	05/17/2023	4,000,000.00	3.750	US GOV	04/15/2026	---	3.771	3,997,656.24	22,540.98	98.1700	3,949,580.98	-71,070.01
91282CHB0	UNITED STATES TREASURY	12/01/2023	4,000,000.00	3.625	US GOV	06/15/2026	---	4.552	3,914,687.48	9,560.44	97.8950	3,925,380.44	350.80
---	---	---	141,132,322.23	2.158	---	12/27/2024	---	3.933	139,138,936.96	761,386.97	79.2832	139,560,436.70	-1,332,990.26

Source: Clearwater Analytics

## Disclaimer

This material is intended only for clients and prospective clients of the Portfolio Management program. It has been prepared solely for informational purposes only and is not an offer to buy or sell or a solicitation of any offer to buy or sell any security or other financial instrument, or to participate in any trading strategy.

The individuals mentioned as the Portfolio Management Team are Financial Advisors with Morgan Stanley participating in the Morgan Stanley Portfolio Management program. The Portfolio Management program is an investment advisory program in which the client's Financial Advisor invests the client's assets on a discretionary basis in a range of securities. The Portfolio Management program is described in the applicable Morgan Stanley ADV Part 2, available at [www.morganstanley.com/ADV](http://www.morganstanley.com/ADV) or from your Financial Advisor.

Past performance of any security is not a guarantee of future performance. There is no guarantee that this investment strategy will work under all market conditions. Holdings are subject to change daily, so any securities discussed in this profile may or may not be included in your account if you invest in this investment strategy. Do not assume that any holdings mentioned were, or will be, profitable. The performance, holdings, sector weightings, portfolio traits and other data for an actual account may differ from that in this material due to various factors including the size of an account, cash flows within an account, and restrictions on an account.

The views expressed herein are those of the author and do not necessarily reflect the views of Morgan Stanley Wealth Management or its affiliates. All opinions are subject to change without notice. Neither the information provided nor any opinion expressed constitutes a solicitation for the purchase or sale of any security. Past performance is no guarantee of future results.

Morgan Stanley Smith Barney LLC is not implying an affiliation, sponsorship, endorsement with/of the third party or that any monitoring is being done by Morgan Stanley of any information contained within the web site. Morgan Stanley is not responsible for the information contained on the third party web site or the use of or inability to use such site. Nor do we guarantee their accuracy and completeness.

Material in this presentation has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

# Fort Collins-Loveland Water District



To: FCLWD Board of Directors

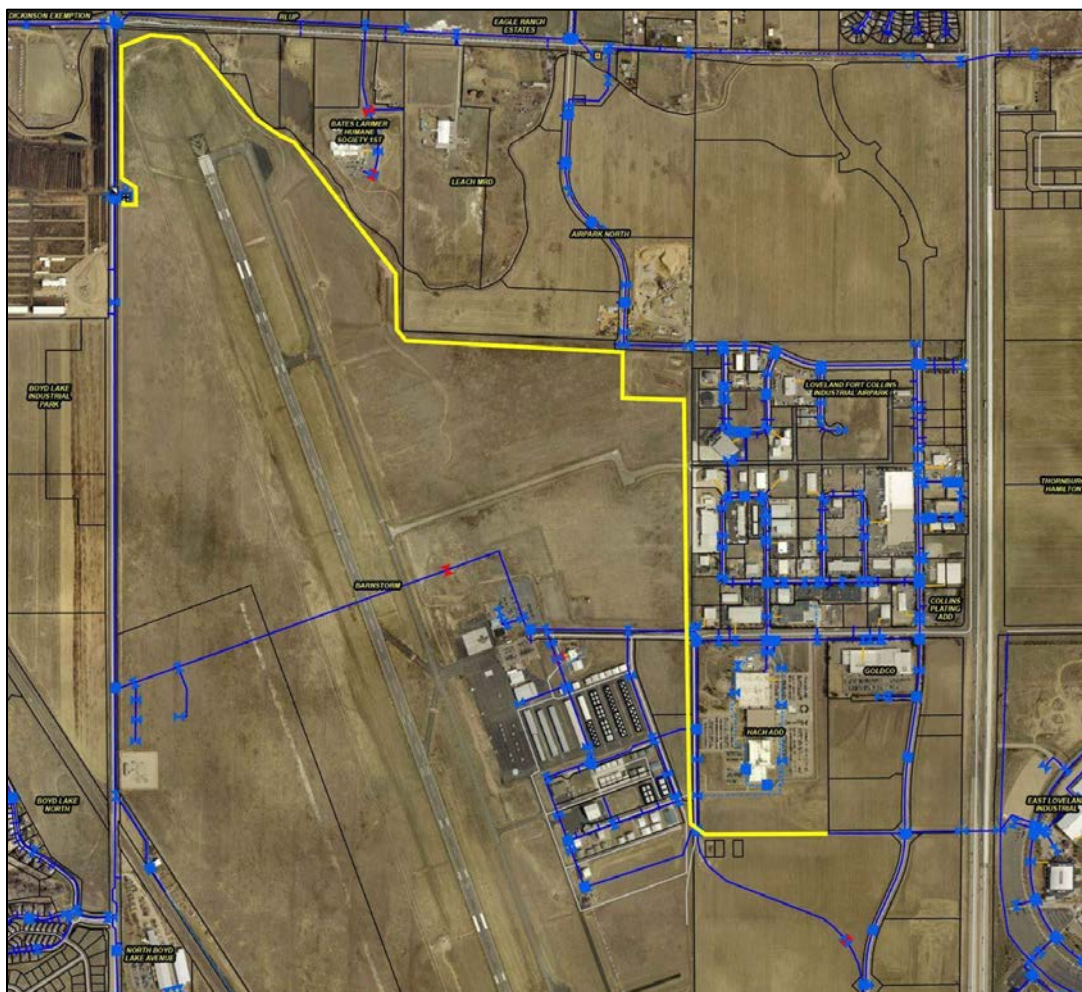
From: Sam Lowe, PE – Civil Engineer III

Date: 12/12/2023

Re: Airport Transmission Project - Allocation Request #02

The Airport Transmission project consists of 2.7 miles of 24-inch diameter transmission main around the Northern Colorado Regional Airport (as shown in yellow in the figure below). This transmission line, in conjunction with upgrading the Airport Pump Station, will provide redundancy to the CR30 Pump Station providing service to the District's growing southeast pressure zone. This project will connect to one mile of 24-inch pipe that has already been built under Interstate 25 and around The Ranch complex. A final phase of the transmission project still needs to be constructed from Steeplechase Drive to the elevated Crossroads Tank (0.5 miles).

This allocation is asking for funds to support construction of the 2.7 miles of pipe primarily on the Airport property. Construction is scheduled to start on January 29, 2024; the duration of the project is expected to be six months.







# Fort Collins-Loveland Water District

This allocation request covers the construction phase services and identified risks during construction. It includes:

- Connell Resources construction task order (all material, equipment, and labor). An ICE estimate is underway and should be completed in early January 2024. The construction estimate and the ICE need to be within 5% of each other for us to proceed with the construction estimate and issue a task order.
- Sanderson Stewart's construction administration services task order.
- Material Allowance – the construction site on the Airport property is very conducive to using a fused pipe product. HDPE and fusible PVC (FPVC) are being considered. Initial cost estimates have the HDPE ~\$300,000 under the FPVC costs. The ICE was started with the HDPE material and construction methods assumed. An allowance is included to keep the option open to construct the project with FPVC.
- Easement Acquisitions/Property Negotiations – The District still needs to acquire approximately 1,200 LF of easement at the east end of the project (on Hach property). Additionally, temporary construction easement will need to be acquired in multiple locations along the project.
- Miscellaneous Allowance to cover additional utility relocations, field design changes, other fees, etc.
- 5% Contingency

The table below shows an estimated breakdown of the allocation request.

Allocations				
Project	Airport Transmission - Construction			
Project Number	PROJ-0027			
Estimated Timeline	6 months			
Allocation #	2			
Allocation Approval Date:	12/12/2023			
Allocation Approval Amount:	\$ 6,000,000			
Item/Contingency/Risk	Allocation Amount	Entity	Comment	
Contractor - Construction Contract	\$ 5,200,000	Contractor	Final Bid Tab in progress	
Consultant - Construction Administration	\$ 120,000	Consultant	Scope and Fee in progress	
Material Allowance	\$ 300,000	District	Money if FPVC is chosen over HDPE	
Easement Acquisitions/Property Negotiations	\$ 50,000	District	Purchasing Easement (Hach)	
Miscellaneous Allowance	\$ 40,000	District	Utility relocations, design field changes, etc.	
Contingency	\$ 290,000	District	5%	
Allocation Request	\$ 6,000,000			

## Recommendation:

We recommend Board approval to allocate \$6,000,000 for the Airport Transmission Project – Construction.

Budget Line Item:	9140 Distribution System (Non-Operating)
Annual Budget:	\$54,010,000
Actual on 1/1/2024:	\$0
Requested Amount:	\$6,000,000



# Fort Collins-Loveland Water District

To: FCLWD Board of Directors  
From: Sam Lowe, PE – Civil Engineer III  
Date: 12/12/2023  
Re: Development Review Support- Allocation Request #01

The engineering department has hired a consultant (CD Engineering) to assist with various Development Review tasks since January of 2021. Over the past two years, CD has provided the same engineer and has helped full-time District staff concentrate on other duties. CD Engineering typically works 6-8 hours per week, but this time can adjust up or down based on the volume of development review workload.

An additional project that the Engineering team plans to accomplish in early 2024 is an update of our Specifications. Carlos Medina will Project Manage the update, but we are also eyeing CD Engineering as a source of manhours to help with this project.

With capital projects going into construction in 2024, much attention and many hours will be required of our engineers. CD Engineering can help keep development review running smoothly and help the department take on additional projects, like updating the Specifications.

This allocation is asking for funds to support the above-mentioned tasks. The table below shows an estimated breakdown of the allocation request.

Allocations			
Project	CD Engineering - 2024		
Project Number	PROJ-0100.01		
Estimated Timeline	12 months		
Allocation #	1		
Allocation Approval Date:	12/12/2023		
Allocation Approval Amount:	\$ 60,000.00		
Item/Contingency/Risk	Allocation Amount	Entity	Comment
Development Review	\$ 40,000.00	Consultant	Scope and Fee in progress
Specification	\$ 20,000.00	Consultant	Scope and Fee in progress
Allocation Request	\$ 60,000.00		

**Recommendation:** We recommend Board approval to allocate \$60,000 for the hiring of a contract engineer (CD Engineering).

Budget Line Item: 5065 Consulting  
Annual Budget: \$235,000  
Actual on 1/1/2024: \$0  
Requested Amount: \$60,000

# WILDRØCK

PUBLIC RELATIONS & MARKETING

FORT COLLINS-LOVELAND WATER DISTRICT

## QUARTERLY COMMUNICATIONS UPDATE

December 2023

## 2023 STRATEGIC COMMUNICATIONS APPROACH

# A Refresher On Our Plan for 2023





# COMMUNICATIONS STRATEGY & GOALS

This year we had two goals for communications:

1. Produce communication materials that reflect the voice of the board and effectively inform customers about the value of the District, educate them on key issues and programs, and keep them updated about the District's extensive future planning.
2. Strategically communicate the right message, to the right audience, at the right time using a variety of communication channels, messages and tools, to promote customer understanding and trust in the District.

“Strategically leverage current communication channels to provide consistency to customers and maintain a high level of customer service, while conserving time and attention to respond to pressing issues.”

# COMMUNICATION CHANNELS

We utilize a multi-channel communications approach for the District. This approach allows us to reach customers where they already are and according to their preferences, which also giving us flexibility in our outreach efforts.



Social Media



Digital Advertising



Bill Inserts



Email Marketing



Website



Blogs



Public Relations

## 2023 ACCOMPLISHMENTS

# Communications Efforts To Date

# ONGOING COMMUNICATIONS SUPPORT

WildRock supports with the following ongoing communication efforts:

- Quarterly customer newsletters (print and digital)
- Quarterly (2x/quarter) customer billing inserts
- Monthly blog creation
- Social media management (Facebook & NextDoor)
- Digital advertising management
- Public relations & media outreach
- Of-the-moment support
- Exclusive FCLWD support (SFCSD contracts separately)

WildRock also supported additional projects, above and beyond our scope:

- Colorado Department of Health lead testing
- Cobb Lake Regional Water Treatment Authority (CLRWTA) communications liaison – strategic plan creation, communications/team meetings, complimentary branding, reporting to Chris P.
- New business card design
- Emergency contact information magnet
- Website additions for WEP & conservation statement
- Capital project communications for Western Backbone and Zone 5
- Community outreach retractable banners
- Tier 2 customer communications (letter & FAQ)
- Internal gift design

# KEY MESSAGES

This year, the following key messages have been included in communications across a variety of channels to further represent the “voice of the board”:

- 2024 rate increases
- Board of directors' overview & introductions
- 63 years milestone
- Water quality
- Capital projects
- General conservation tips
- General water education (quotas, regulations, snowpack, quality, etc.)
- Rachio Smart Sprinkler Controllers
- Sprinkler Checkups



# 2024 RATE INCREASES

FCLWD will have a rate increase effective January 1, 2024. To ensure customers are proactively informed, WildRock has developed a comprehensive communication plan to map out efforts for the end of 2023 into early 2024. Efforts include:

- Ongoing social media content on Facebook and NextDoor
- Q1 newsletter inclusion
- Blogs (November and December)
- Email to HOAs

Messaging highlights what the increase is, why the District is raising rates, and how the new 2024 rates were determined.

Our approach this year is the starting point for ongoing communications throughout 2024 to continue to educate customers.





As part of our HOA outreach, we have expanded our efforts to include connecting with property management companies to identify which HOAs they support within the District and gather contact information for them. From there we can connect directly with the property managers who can then share information with their HOAs.

We developed a letter and sign-up form to collect this information and also developed an initial mailing list. These contacts will be tapped into in addition to the HOA board member contact information we have and continue to gather.



## Fort Collins-Loveland Water District



Water is a big expense for HOAS. We're here to help!

Dear [name]

Fort Collins-Loveland Water District (FCLWD) is a water service provider within Northern Colorado serving over 60,000 customers in parts of Fort Collins, Loveland, Timnath, Windsor and Larimer County. One of the largest uses of water within our District is irrigation, which is primarily used by HOAs in their green spaces. **We also understand that water is likely a significant expense for many HOAs and often one that is hard to plan for. Which is why we're reaching out to you.**

Future planning is crucial to our District as we anticipate the needs of our customers in the coming year and beyond. We know that future planning is also valuable to the HOAs that you support. As your HOAs are budgeting for the year ahead we'd like to come alongside you as a partner to help.

We've seen that rate increases can have a significant effect on HOA budgets. When these increases aren't accounted for, that can cause frustration as money is pulled from other places to support water needs. Here at the FCUWD, we're hoping to connect with you and your HOAs early and often to share information about upcoming rate increases and help you understand what your estimated cost of service will be, ultimately creating a more realistic budget. We can also provide suggestions on conservation programs and resources that can help lower your HOA's monthly bills now and well into the future.

Enclosed is a list of HOAs within our service area. If you are interested in partnering with FCLWD to receive information related to the contact form, please return this form to us. We will then represent and how to contact the HOA.

represent and how to com

If you have any questions call  
contact us at (970) 226-3104

Thank you,

Amanda Proctor  
Finance Director

Thank you for your interest in partnering with Fort Collins-Loveland Water District to receive information related to rates, the District's conservation programs, and other water-related information. Please complete the contact form below to let us know which HDQs you represent and how to contact you in the future. If you have any questions or additional input on the type of information you'd like to receive please contact us at (970) 226-3104 ext. 102 or [arc@fcolld.com](mailto:arc@fcolld.com).

Contact Name <small><i>(Required)</i></small>	<div></div>	First	<div></div>	Last	<div></div>
Property Management Name	<div></div>				
Email <small><i>(Required)</i></small>	<div></div>	Phone <small><i>(Required)</i></small>	<div></div>	<div></div>	
Mailing Address <small><i>(Required)</i></small>	<div></div>				
Street Address	<div></div>				
Address Line 2	<div></div>				
State / Province / Region	<div></div>				
City	<div></div>				

# 2023 CONSERVATION PROGRAMS

This year, FCLWD has two conservation programs available to customers. WildRock has helped promote:

## SPRINKLER CHECKUPS

### By the Numbers:

- 150 / 150 Checkups Scheduled
- 35.3K Facebook Impressions
- 952 Sprinkler Checkup link clicks

### Support Included:

- Communication plan
- Facebook ads
- Facebook & NextDoor content
- Newsletter inclusion
- Billing inserts
- Web page development

## RACHIO SMART CONTROLLERS

### By the Numbers:

- 35 - Controllers Purchased
- 94K - Facebook Impressions
- 1,101 - Rachio web link clicks

### Support Included:

- Facebook ads
- Facebook & NextDoor content
- Newsletter inclusion
- Billing inserts
- Web page development



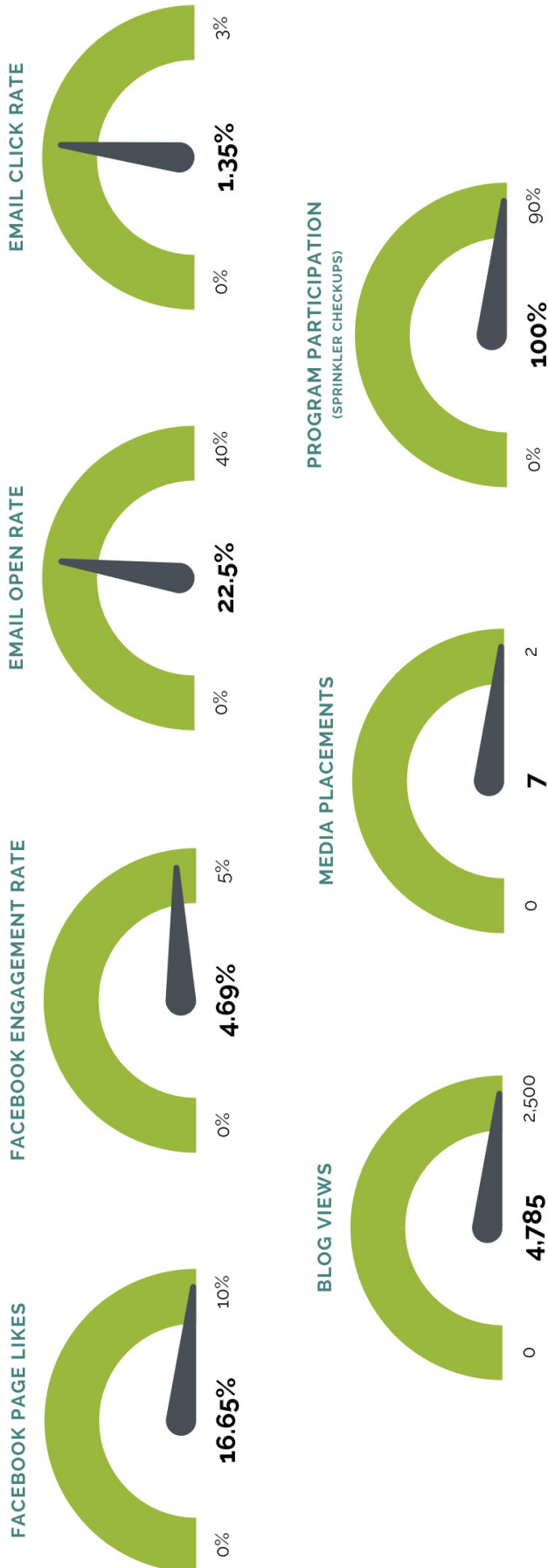
METRICS & GOALS

# The Data Behind Communication Efforts



# COMMUNICATIONS METRICS PERFORMANCE

Within the strategy, we established the following KPIs to evaluate the effectiveness of communications channels. This is we've performed this year:



# What's next?

We are meeting with the FCLWD team in January 2024 for our annual strategy refresh session. During which time we will revisit goals, messaging, metrics and efforts for the next year.

THANK YOU. ANY QUESTIONS?

WILD



ROCK

# PLAN ON A PAGE

## 2024 Rate Increases Communication Plan



FORT COLLINS • LOVELAND  
WATER DISTRICT

December 2023

Fort Collins - Loveland Water District

Developed by WildRock  
PR & Marketing



*NOTE: this is a condensed version of the communication plan. A full, detailed plan has been developed separately.*

### Overview

The Fort Collins-Loveland Water District will raise rates by about 5% as well as increase plant investment fees to a flat rate of \$17,000 starting January 1, 2024. As rate increases can often result in customer frustration, **our goal is to proactively communicate with customers ahead of the increase to ensure they are aware of the rate change and also understand the reasons for the increase.** As there will likely be a larger increase in 2025, this smaller increase will be the starting point for ongoing communications throughout 2024 to continue to educate customers.

### Key Messages

The following are the main points we will hit on in communications:

- The increase amount
- Who the increase will impact
- Why the district is increasing rates
- How the district determined to raise rates
- What the increase will fund (+ "growth pays its own way")
- The average increase customers can expect

### Communication Channels

For 2023, we will engage in light efforts, leveraging existing channels and planned distributions. This ensures we are true to the District's transparency core value but also not overhyping what will be a relatively small increase.

For future efforts in 2024 and 2025, we will expand efforts when the increase is anticipated to be larger. These efforts will be mapped out in the larger 2024 communications strategy.

### Timeline

This plan covers November 2023 - January 2024. Additional efforts for 2024 will be discussed as part of our larger strategic planning in January 2024.

### Target Audiences

- Residential customers
- Commerical customers
- Irrigation customers
- HOAs



Social Media  
Facebook + NextDoor



Email + Print  
Quarterly Newsletter



Email  
HOA outreach



Blog

# PLAN ON A PAGE

## 2024 Rate Increases Communication Plan



FORT COLLINS • LOVELAND  
WATER DISTRICT

December 2023

Fort Collins - Loveland Water District

Developed by WildRock  
PR & Marketing



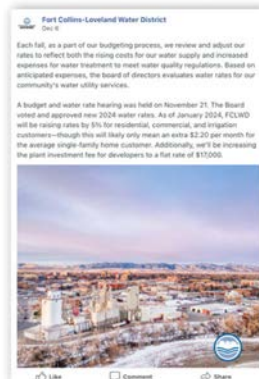
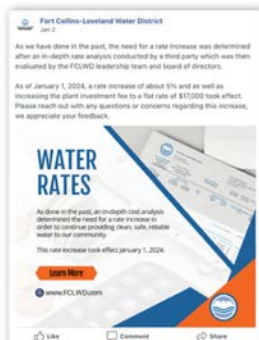
### Communications Calendar

NOTE: Additional efforts for 2024 after January will be discussed as part of our larger strategic planning in January 2024.

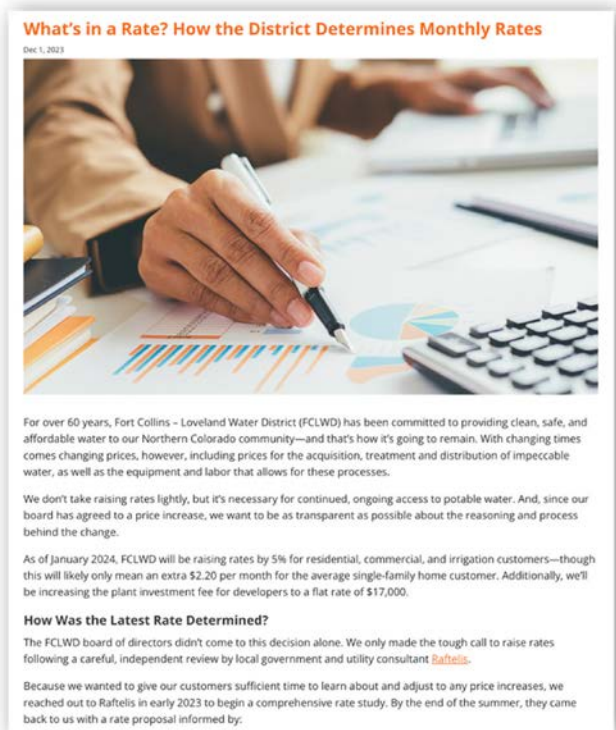
November	December	January
<ul style="list-style-type: none"> <li>Light social media (budget &amp; rate hearing announcement, update on rates, initial education)</li> </ul>	<ul style="list-style-type: none"> <li>Ramp up social media (approved rates, what's to expect, continued education)</li> <li>Blog: What's in a rate</li> <li>Email: HOA outreach</li> </ul>	<ul style="list-style-type: none"> <li>Continued social media (continued education, tips for how to reduce water usage)</li> <li>Email + Print: Q1 Newsletter</li> </ul>

### Sample Communications

#### Social media posts

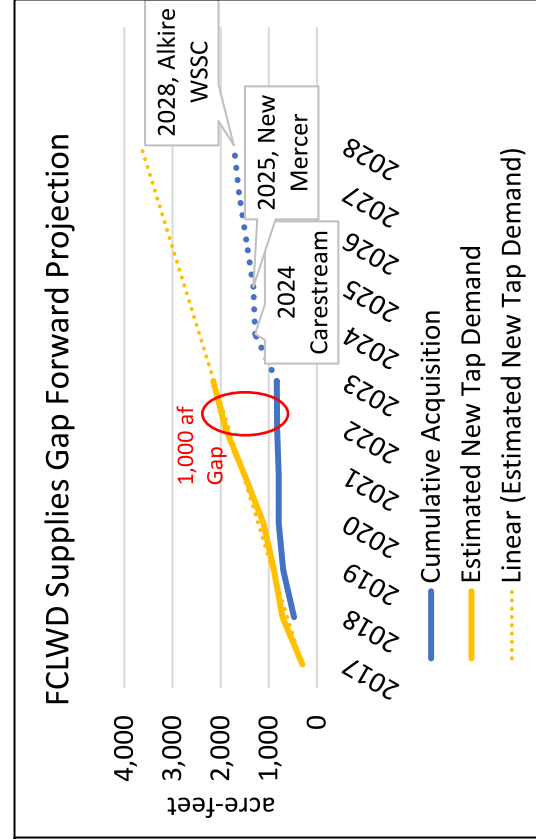
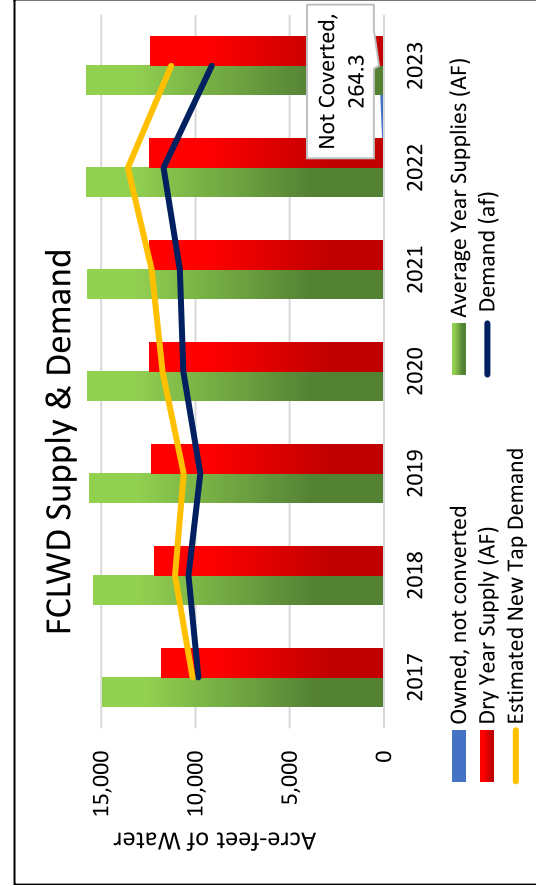


#### Blog post



## FCLWD - Closing the Gap Change in Demand vs. Water Supply

Supply	2017	2018	2019	2020	2021	2022	2023
Average Year Supplies (af)	14,941.4	15,417.2	15,640.5	15,732.9	15,732.9	15,770.7	15,774.0
Dry Year Supplies (af)	11,803.7	12,179.6	12,356.0	12,429.0	12,429.0	12,458.9	12,393.0
Purchased C-BT & MU Water (af)		475.8	223.3	92.4	0.0	37.8	3.3
Owened Water not converted (af)			36.3	36.3	36.3	36.3	264.3
<b>Demand</b>							
Actual Demand (af)	9,852.1	10,375.7	9,736.8	10,638.9	10,820.8	11,691.8	9,135.3
Number of Taps Sold	432	584	257	317	555	561	368
Estimated New Tap Demand (af)	302.4	408.8	179.9	221.9	388.5	392.7	257.6
<b>Demand + Estimated New Tap Demand (af)</b>	<b>10,154.5</b>	<b>10,563.3</b>	<b>10,743.2</b>	<b>10,965.1</b>	<b>11,353.6</b>	<b>11,746.3</b>	<b>12,003.9</b>



**FORT COLLINS-LOVELAND WATER DISTRICT**

**RESOLUTION NO. 2023-12-12-01**

**A RESOLUTION OF THE FORT COLLINS-LOVELAND WATER DISTRICT (“DISTRICT”) BOARD OF DIRECTORS DESIGNATING THE DISTRICT’S AGENT TO BE ELIGIBLE FOR ELECTION TO SERVE AS THE REPRESENTATIVE OF THE DISTRICT ON THE BOARD OF DIRECTORS OF THE NORTH Poudre IRRIGATION COMPANY; DIRECTING ITS DISTRICT’S AGENT TO ATTEND THE 2024 ANNUAL MEETING OF THE NORTH Poudre IRRIGATION COMPANY’S STOCKHOLDERS; AND AUTHORIZING ITS DISTRICT AGENT, ON BEHALF OF THE DISTRICT, AT SUCH ANNUAL MEETING TO VOTE THE NORTH Poudre IRRIGATION COMPANY SHARES OF STOCK WHICH THE DISTRICT OWNS.**

**WHEREAS**, the Fort Collins-Loveland Water District is a quasi-municipal corporation and a political subdivision of the State of Colorado organized and operating as a special district pursuant to Title 32 of the Colorado Revised Statutes; and

**WHEREAS**, District is a stockholder in the North Poudre Irrigation Company (“NPIC”); and

**WHEREAS**, NPIC is a Colorado corporation organized and operating as a mutual ditch and reservoir company as described in Section 7-42-101 through 7-42-118, C.R.S.; and

**WHEREAS**, Section 7-42-101(3), C.R.S., states that a special district that is a stockholder of such a corporation as NPIC may designate an individual officer, partner, member, manager, agent, or employee of the special district as eligible for election to serve as a director of the corporation; and

**WHEREAS**, District's Board of Directors wishes to designate an agent as eligible for election to serve as the representative of District on the Board of Directors of NPIC for purposes of carrying out the limited purposes of this resolution; and

**WHEREAS**, District's Board of Directors wishes to direct its agent to attend the 2024 NPIC annual meeting of the stockholders; and

**WHEREAS**, District's Board of Directors wishes to authorize its agent, on District's behalf, at such annual meeting to vote the NPIC shares of stock which District owns.

**NOW, THEREFORE,** be it resolved by the Board of Directors of the Fort Collins-Loveland Water District:

1. Dale Leach, a former member of the District's Board of Directors is hereby appointed as the agent ("District's NPIC Agent") and eligible for election to serve as the District's representative on the Board of Directors of NPIC; and
2. The District's NPIC Agent is directed to attend the 2024 annual meeting of the NPIC stockholders; and
3. The District's NPIC Agent is designated, on District's behalf, at such annual meeting to vote the NPIC shares of stock which District owns.

**RESOLVED** this \_\_\_\_\_ day of December, 2023.

**FORT COLLINS-LOVELAND WATER  
DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary



# FORT COLLINS -LOVELAND WATER DISTRICT

## MEMORANDUM

TO: Chris Pletcher, General Manager

FROM: Amanda Proctor, Finance Director

DATE: December 1, 2023

RE: Water Tap Revenue for November 2023

DATE	LOT SIZE	COMPANY NAME	ADDRESS	RAW WATER	PIF
11/1/23	>11000	PERRY MARSHALL	3662 TALL GRASS CT	69,000.00	13,021.00
11/1/23	3/4 COMM	FAIRWAY APARTMENTS LLC	156 W FAIRWAY LN GARAGE #1	60,000.00	13,021.00
11/1/23	2 MF (36 DU)	FAIRWAY APARTMENTS LLC	156 W FAIRWAY LN BLDG 5	691,200.00	150,001.20
11/1/23	2 MF (36 DU)	FAIRWAY APARTMENTS LLC	156 W FAIRWAY LN BLDG 4	691,200.00	150,001.20
11/1/23	2 MF (36 DU)	FAIRWAY APARTMENTS LLC	156 W FAIRWAY LN BLDG 6	691,200.00	150,001.20
11/1/23	2 MF (24 DU)	FAIRWAY APARTMENTS LLC	156 W FAIRWAY LN BLDG 8	460,800.00	100,000.80
11/2/23	5001-6000	HARTFORD CONSTRUCTION LLC	5263 RIBAUT STREET	37,200.00	13,021.00
11/6/23	>11000	TOLL SOUTHWEST LLC	4344 TRADER STREET	69,000.00	13,021.00
11/7/23	3001-4000	HARTFORD CONSTRUCTION LLC	6126 SADDLE HORN DRIVE	21,600.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5980 HOLSTEIN DR	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5639 GELBRAY PLACE	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5903 AMERIFAX DRIVE	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5909 AMERIFAX DRIVE	17,400.00	13,021.00
11/14/23	1.5 MF (6 DU)	LENNAR COLORADO LLC	5415-5435 EUCLID DRIVE	115,200.00	25,000.20
11/14/23	5001-6000	LENNAR COLORADO LLC	4261 FELLOWS DRIVE	37,200.00	13,021.00
11/14/23	6001-7000	LENNAR COLORADO LLC	4253 FELLOWS DRIVE	43,200.00	13,021.00
11/14/23	9001-10000	LENNAR COLORADO LLC	5533 FLEUR DE LIS LANE	57,000.00	13,021.00
11/14/23	6001-7000	LENNAR COLORADO LLC	5525 FLEUR DE LIS LANE	43,200.00	13,021.00
11/14/23	6001-7000	LENNAR COLORADO LLC	5517 FLEUR DE LIS LANE	43,200.00	13,021.00
11/14/23	5001-6000	LENNAR COLORADO LLC	4296 APPLE CIDER STREET	37,200.00	13,021.00
11/14/23	5001-6000	LENNAR COLORADO LLC	4288 APPLE CIDER STREET	37,200.00	13,021.00
11/14/23	7001-8000	LENNAR COLORADO LLC	5516 MARE LANE	48,000.00	13,021.00
11/14/23	7001-8000	LENNAR COLORADO LLC	5524 MARE LANE	48,000.00	13,021.00
11/14/23	7001-8000	LENNAR COLORADO LLC	5532 MARE LANE	48,000.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5955 HOLSTEIN DRIVE	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5974 HOLSTEIN DRIVE	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5986 HOLSTEIN DRIVE	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5915 AMERIFAX DRIVE	17,400.00	13,021.00
11/14/23	CON. TAP 3/4	MELODY HOMES INC	5625 GELBRAY PLACE	17,400.00	13,021.00
11/17/23	>11000	GERALD / JANET HRABAN	8746 LONGS PEAK CIRCLE	69,000.00	13,021.00
11/21/23	3/4 COMM	TIMNATH REALTY LLC	6790 INNOVATE PLACE	60,000.00	13,021.00
11/21/23	>11000	SHANE MURRAY	5931 LAST POINTE DRIVE	69,000.00	13,021.00
11/27/23	>11000	TOLL SOUTHWEST LLC	4343 TRADER STREET	69,000.00	13,021.00
11/27/23	9001-10000	TOLL SOUTHWEST LLC	5705 ARGO AVENUE	57,000.00	13,021.00
11/27/23	9001-10000	TOLL SOUTHWEST LLC	5669 ARGO AVENUE	57,000.00	13,021.00
11/27/23	>11000	TOLL SOUTHWEST LLC	4220 SHIVAREE CT	69,000.00	13,021.00
11/27/23	8001-9000	TOLL SOUTHWEST LLC	4416 SHIVAREE STREET	51,600.00	13,021.00
				\$4,006,800.00	\$991,676.60
		Total Water Taps Sold For November 2023 =		37	
		3/4" Taps Sold =		32	

**FORT COLLINS -LOVELAND WATER DISTRICT**

		1" Taps Sold =	0		
		1.5" Taps Sold =	1		
		2" Taps Sold =	4		
		3" Taps Sold =	0		
		4" Taps Sold =	0		
		City Taps =	0		
		Provided by Builder/Developer =	0		
		Bought from FCLWD =	37		
		Total Water Taps Sold For November 2022 =	7		
		Taps sold for the year 2022 =	561		
		Taps sold for the year 2021 =	555		
		Taps sold for the year 2020 =	317		

# Fort Collins-Loveland Water District



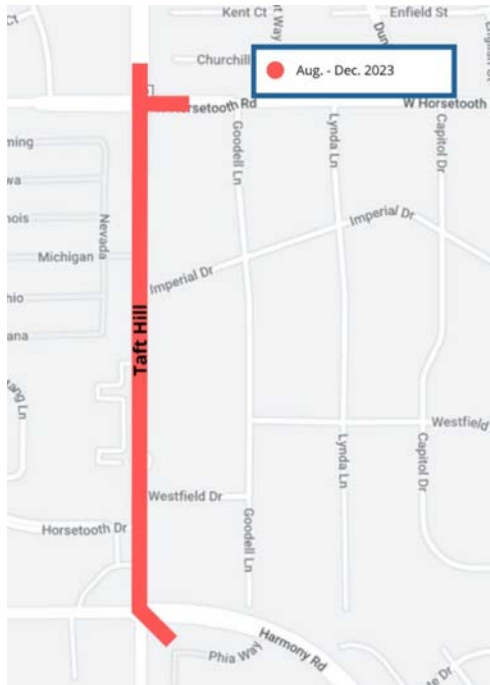
To: FCLWD Board of Directors

From: Sandra Bratlie, P.E. - District Engineer

Date: December 7, 2023

Re: Capital Project Update – Western Backbone – Phase 1 – Taft Hill from Harmony to Horsetooth

**PROJECT MANAGER:** Linsey Chalfant, P.E.



More project information at:

<https://fclwd.com/water/construction-projects/>

The 36" and 42" waterline installation for Western Backbone Phase I is projected to finish ahead of schedule by 4 days.

## **MILESTONES ACHIEVED**

- 2982 LF of 36" and 42" waterline installed
- 200 LF of 24" waterline installed
- Majority of concrete restoration complete
- 9 phases of traffic control complete
- Currently in the Horsetooth/Taft intersection

## **UPCOMING MILESTONES**

- Week of December 11<sup>th</sup>-final concrete placement
- Project complete December 18<sup>th</sup>

## **PROJECT HURDLES**

- Motorists obeying traffic control movements

## **OUTREACH ACTIVITIES**

- Mailed postcards & hung door hangers prior to start of construction.
- Continuing door hangers as impacts change
- Informational sign with flyers available on site
- Active social media posts
- Maintain project information on District website
- Press release
- Video message boards at all detour routes



*Left: City of Fort Collins interconnect valve abandoned with this project*

*Center: Concrete pavement restoration along Horsetooth Road.*

*Right: 24" PVC placement in Horsetooth for future Zone 5 connection.*



# Fort Collins-Loveland Water District

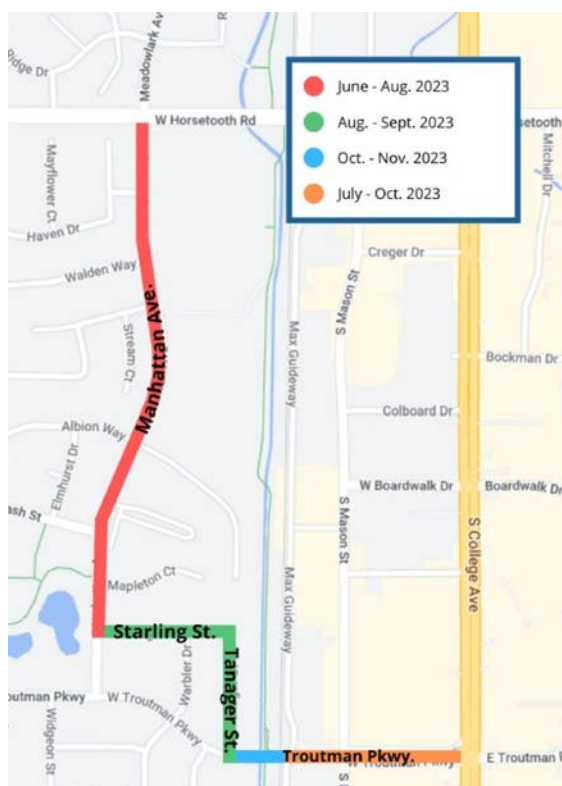
To: FCLWD Board of Directors

From: Sandra Bratlie, P.E. - District Engineer

Date: December 7, 2023

Re: Capital Project Update – Zone 5 – Phase 1 – Manhattan Ave and Troutman Pkwy

**PROJECT MANAGER:** Linsey Chalfant, P.E.



More project information at:

<https://fclwd.com/water/construction-projects/>

The 24" waterline installation for Zone 5-Phase I is progressing as planned.

## MILESTONES ACHIEVED

- 5,651 LF of pipe installed
- Horsetooth/Manhattan 16" wet-tap complete
- Manhattan waterline installed and road open
- Starling/Tanager waterline installed and road open
- College Avenue 14" AC tie-in-complete
- College Avenue Bore-complete
- Troutman Parkway waterline installed and road open
- BNSF/New Mercer bore complete
- Waterline tie-ins on both sides of bore complete

## UPCOMING MILESTONES

- Week of December 11<sup>th</sup>-final concrete and paving
- Landscape restoration in spring of 2024

## PROJECT HURDLES

- Pedestrians entering work zone

## OUTREACH ACTIVITIES

- Mailed postcards & hung door hangers prior to start of construction.
- Continuing door hangers as impacts change
- Informational sign with flyers available on site
- Active social media posts
- Maintain project webpage on District site
- Neighborhood ice cream social ahead of bore



Left: 24" tie-in west of BNSF bore

Center: ARV saddles

Right: Subgrade prep west of BNSF bore.





Fort Collins-Loveland Water District Minutes  
Wednesday, January 10, 2024 10:00 AM  
5150 Snead Drive, Fort Collins, CO

**1. Roll Call**

*Directors Present: James Borland, Chairman*

*William Dieterich, Vice-Chairman*

*Peter O'Neill, Treasurer*

*Stephen Smith, Director*

*Denis Symes, Director*

*Others Present: Chris Pletcher - General Manager / Secretary,*

*Liza Hayden - Special Projects Manager,*

*Sandra Bratlie - District Engineer ,*

*Eric Dowdy - IT and Data/Systems Manager,*

*Jan Sitterson - Tri-Districts, Water Resources,*

*Richard Raines - Tri-Districts, Water Resources,*

*Scott Dickmeyer - Tri-Districts, Water Resources,*

*Adam Jokerst - WestWater,*

*Brent Waller - Front Range H2O*

**2. Consideration of Agenda**

**3. Public Comments**

No public present

**4. Resolution 2024.01.10-01 regarding the authorization of the General Manager to execute and deliver on behalf of the District the PSA and the required closing documents for closing to acquire 645 acre-feet of**

**fully firmed water.**

*Presented by: Chris Pletcher*

[20240110 Resolution 2024 01 10 01.pdf](#) 

**Recommended Motion: Move that the Board approve Resolution 2024.01.10-01 regarding the authorization of the General Manager to execute and deliver on behalf of the District the PSA and the required closing documents for closing to acquire 645 acre-feet of fully firmed water.**

*Moved by: Peter O'Neill*

*Seconded by: Denis Symes*

**Carried 5-0**

**5. Cobb Lake Regional Water Treatment Authority**

- 5.1 Authority Formation Agreement Review
- 5.2 Treatment Capacity Needs, Timing and Phasing from Authority Partners
- 5.3 Overall Project Timelines for Transmission Pipeline and Treatment Plant

**6. Water Resources Related to Cobb Lake**

- 6.1 Surface Water Sources via Ditch Flows
- 6.2 NISP – Glade Reservoir and Northern Supply Pipeline
- 6.3 Groundwater Flows – Options and Constraints

**7. Soldier Canyon Water Treatment Authority**

- 7.1 Update on Current and Future Treatment Capacity
- 7.2 Water Resources Available to Soldier Canyon and Water Resources Staff

**8. Water Supply Plans and Reports**

- 8.1 Report: Participation in NISP Whitepaper – August 4, 2022
- 8.2 Report: Drought and Water Supply Plan – 2023 Update
- 8.3 Summary Sheet: Current Water Resources Portfolio
- 8.4 Summary Sheet: Future Projections of Supply vs. Demand
- 8.5 Discussion of Priorities and Strategies for Water Supply Acquisition

## **9. Financial Strategic Planning Considerations**

## **10. Water Resources Negotiation**

- 10.1 **Executive Session : The Board may enter into executive session as authorized by Section 24-6-402 (4) (e), C.R.S. to determine positions relative to matters that may be subject to negotiation, develop strategy for negotiations, and instruct negotiators with respect to Cobb Lake Water Treatment Authority projects, District Water Resource Acquisitions and participation in Water Supply Projects (ACTION REQUIRED):**

No Executive Session

**Recommended Motion: Move that the Board may enter into executive session as authorized by Section 24-6-402 (4) (e), C.R.S. to determine positions relative to matters that may be subject to negotiation, develop strategy for negotiations, and instruct negotiators with respect to Cobb Lake Water Treatment Authority projects, District Water Resource Acquisitions and participation in Water Supply Projects.**

**Carried**

## **11. Other Business**

General Manager Chris Pletcher asked Board if he should attend a Water Issues trip to Arizona with the Northern Water Board of Directors. FCLWD Board advised he should attend.

**12. (12:53pm) Adjournment**

---

Board Secretary

---

Chairman



**RESOLUTION NO. 2024 – 01-10-01**

**A RESOLUTION BY THE FORT COLLINS - LOVELAND WATER DISTRICT'S BOARD OF DIRECTORS AUTHORIZING CHRIS PLETCHER TO EXECUTE DOCUMENTS NECESSARY AND REQUIRED FOR CLOSING TO ACQUIRE 645 ACRE-FEET OF FULLY FIRMED WATER**

**WHEREAS**, on August 15, 2023, the Board of Directors ("Board") of the Fort Collins - Loveland Water District ("District") approved the acquisition of a contractual interest in and to 645 acre-feet of fully firm water ("Contract Water") for \$82,313,000.00, and authorized the initiation of an issuance of Revenue Bonds to fund a portion of the same; and

**WHEREAS**, on September 28, 2023, the District entered into that certain Agreement for the Purchase and Sale of Contractual Interest in Water Supply, as the same has been subsequently amended ("PSA"), to acquire the Contract Water; and

**WHEREAS**, the District has completed its diligence afforded under the PSA, and has determined that it desires to complete the acquisition of the Contract Water contemplated thereunder; and

**WHEREAS**, the closing to acquire the Contract Water is anticipated to occur on or about January 16, 2024; and

**WHEREAS**, to close on the acquisition of the Contract Water, the District will need to execute certain documents, including but not limited to an Assignment of Contractual Entitlement to Water Supply, an Agreement for Temporary Leaseback of Conveyed Water Supply, and any such other agreements, documents, and certificates as may be required to complete the closing ("Closing Documents"); and

**WHEREAS**, the Board affirms its desire to acquire the Contract Water and desires to direct and authorize its General Manager to take such steps as necessary and required to close such acquisition.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT COLLINS - LOVELAND WATER DISTRICT, THAT:**

1. The Board hereby authorizes and directs its General Manager, Chris Pletcher, to execute and deliver on behalf of the District the PSA and the required Closing Documents and to take any and all related actions to ensure that the District closes the acquisition for the Contract Water.
2. This Resolution, as adopted by the Board, shall be numbered and recorded in the official records of the District.
3. This Resolution shall be effective immediately upon adoption and shall remain in full force and effect until modified or rescinded by further affirmative action of the Board.

Adopted and approved this \_\_\_\_ day of January, 2024

**FORT COLLINS – LOVELAND WATER DISTRICT**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

# **FORT COLLINS – LOVELAND WATER DISTRICT**

## **MONTHLY FINANCIAL REPORT**

**December 31, 2023\***

- **Page 1 – Aged Accounts Receivable**
- **Page 1 – Metered Revenue Comparison**
- **Page 2 – Cash and Investments**
- **Page 2 – Expenditures**
- **Page 3 – Investment Account Review**
- **Page 4 – Revenue and Expenses – Budget vs. Actual**
- **Page 9 – Tap Sales**

**\*Numbers in this report are subject to change as items are posted into the period they occurred.**



December 31, 2023

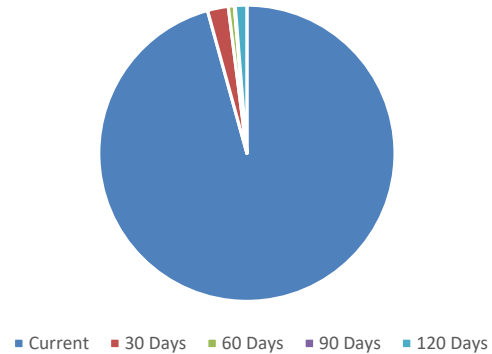
## Aged Accounts Receivable (Customer Billings)

Current	\$ 1,059,362	95.7%
30 Days	25,122	2.3%
60 Days	7,331	0.7%
90 Days	1,030	0.1%
120 Days	13,947	1.3% *
	<u>\$ 1,106,793</u>	100.0%

\*Accounts greater than 120 days have service disconnected

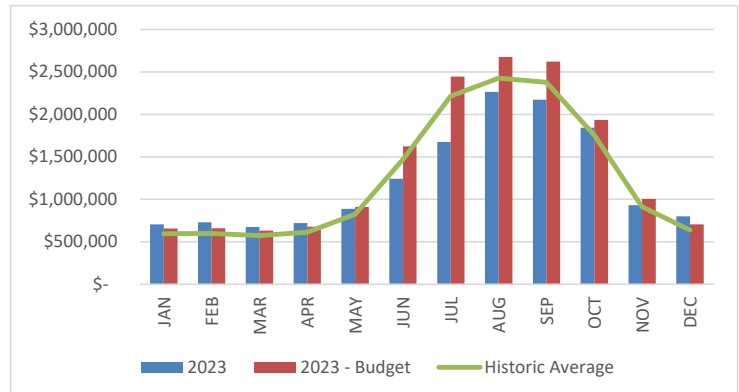
Note> Above amounts *excludes* credits on customer accounts.

Aged Accounts Receivable



## Metered Revenue Comparison

	2023	2023 - Budget	Historic Average
JAN	\$ 706,767	\$ 656,180	595,067
FEB	730,412	\$ 659,614	598,181
MAR	673,997	\$ 632,084	573,215
APR	721,633	\$ 676,934	613,887
MAY	889,857	\$ 910,368	825,581
JUN	1,241,589	\$ 1,623,325	1,472,137
JUL	1,676,381	\$ 2,444,275	2,216,628
AUG	2,263,614	\$ 2,676,197	2,426,949
SEP	2,173,144	\$ 2,623,310	2,378,988
OCT	1,842,254	\$ 1,934,356	1,754,199
NOV	931,431	\$ 1,004,886	911,296
DEC	799,636	\$ 705,221	639,540
Totals	\$ 14,650,715	\$ 16,546,750	\$ 15,005,667



Metered revenue includes billings to customers and is the primary source of operating revenue. Customers are billed for the prior month's consumption. The fluxuation year over year is the result of weather variations, increase in number of customers served and rate increases.

The historic average is the average of the last three years' actual revenue.



**December 31, 2023**

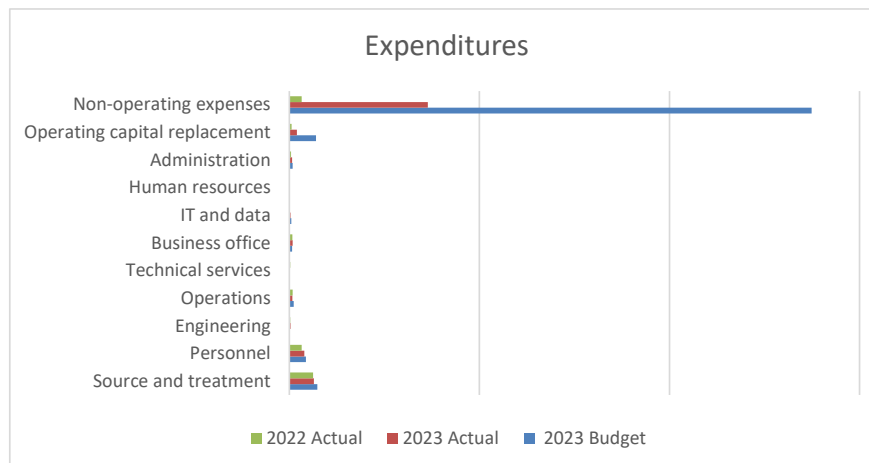
### Cash and Investments

		Yield**	
Cash on Hand			\$ 100
Cash in Bank			2,969,326
Savings			
	1st Bank Liquid Asset	4.50%	2,039,162
	Colotrust	5.56%	90,762,550
	CSAFE	5.49%	14,591,170
Government Securities		4.06%	139,605,855
			<u>249,968,163</u>
Available Cash and Investments			<u>\$ 249,968,163</u>

\*\*Average monthly yield

### Expenditures

Department	2023 Budget	2023 Actual	2022 Actual
Source and treatment	\$ 7,359,277	\$ 6,458,728	\$ 6,235,389
Personnel	4,368,320	3,947,237	3,214,551
Engineering	180,000	295,724	241,333
Operations	1,160,000	825,668	851,803
Technical services	-	-	240,229
Business office	716,700	852,298	774,220
IT and data	509,100	333,737	-
Human resources	74,200	181	-
Administration	860,600	754,348	446,379
Operating capital replacement	6,994,100	1,994,450	599,223
Non-operating expenses	137,385,595	36,434,490	3,217,148
	<u>\$ 159,607,892</u>	<u>\$ 51,896,861</u>	<u>\$ 15,820,275</u>



*Note: Actual amounts for 2023 and 2022 are categorized based off the budget format for that year.*

## MSSB Account Summary

Functional Currency: USD 12/01/2023 - 12/31/2023

[Return to Table of Contents](#)

ICAP-Fort Collins Loveland (83270)

Dated: 01/03/2024

## Accounting

## Balance Sheet Classification

	Book Value	Market Value
Cash & Cash Equivalents	29,157,211.64	29,157,211.64
Short Term Investments	42,723,130.37	42,313,850.00
Long Term Investments	68,588,437.64	68,265,857.50
Accrued Interest Receivable	794,196.61	794,196.61
Equity	0.00	0.00
Alternative Investments	0.00	0.00
<b>Total</b>	<b>141,262,976.26</b>	<b>140,531,115.75</b>

## Unrealized Gain/Loss

Beginning Unrealized Gain/Loss	-1,375,929.64
Unrealized Gain	65,473.08
Unrealized Loss	-797,333.59
<b>Net Unrealized Gain/Loss</b>	<b>-731,860.51</b>
Change Unrealized Gain/Loss	644,069.13

## Interest Income Detail

	Tax Exempt	Taxable
Beginning Accrued	0.00	680,434.21
Purchased Accrued	0.00	0.00
Sold Accrued	0.00	0.00
Coupons Received	0.00	274,889.41
Equity Dividends Received	0.00	0.00
Interest Accrued In Period	0.00	388,651.81
Other Income	0.00	0.00
<b>Interest Income Total</b>	<b>0.00</b>	<b>388,651.81</b>
Ending Accrued	0.00	794,196.61

## Amortization/Accretion

	Tax Exempt	Taxable
Beginning Amortized Cost	0.00	140,110,526.87
Purchases	0.00	2,143,825.00
Sales	0.00	5,792,732.68
Ending Amortized Cost	0.00	140,468,779.65
<b>Amortization/Accretion</b>	<b>0.00</b>	<b>83,363.37</b>

## Unrealized Gain/Loss

Unrealized Gain	0.00
Unrealized Loss	0.00
Unrealized Impairment Loss	0.00
<b>Net Unrealized Gain/Loss</b>	<b>0.00</b>
<b>Fees</b>	<b>0.00</b>

## Performance

## Summary

	Actual	Annualized
Income Return	0.34%	4.06%
Price Return	0.46%	5.58%
<b>Total Return</b>	<b>0.80%</b>	<b>9.84%</b>

## Market Value

Daily Average Market Value	139,993,810.42
Beginning Market Value	139,415,031.44
Ending Market Value	140,531,115.75
<b>Change In Market Value</b>	<b>1,116,084.31</b>

## Transactions

## Purchases/Sales/Maturities/Redemptions

	Purchases	Sales	Maturities	Redemptions
Cash & Cash Equivalents	-2,143,825.00	3,792,732.68	0.00	0.00
Short Term Marketable Securities	0.00	0.00	2,000,000.00	0.00
Long Term Marketable Securities	0.00	0.00	0.00	0.00
Equities	0.00	0.00	0.00	0.00
Funds	0.00	0.00	0.00	0.00
Alternative Investments	0.00	0.00	0.00	0.00
<b>Total</b>	<b>-2,143,825.00</b>	<b>3,792,732.68</b>	<b>2,000,000.00</b>	<b>0.00</b>

## Cash Transfers

<b>0.00</b>
-------------

## Security Transfers

Transfers In	0.00
Accrued Transfers In	0.00
Transfers Out	0.00
Accrued Transfers Out	0.00
<b>Total</b>	<b>0.00</b>

## Risk

## Summary

Purchase Yield	3.380
Duration (Years)	0.959
Duration (Days)	350
WAM (Effective)	1.003
WAM (Days)	367.000
Avg Credit Rating	AAA/Aaa/AAA

## Duration

0-90 Days	29.31
90-180 Days	6.34
180-365 Days	15.36
1-2 Years	40.42
Over 2 Years	8.58

## Credit Ratings

AAA/Aaa	100.00
AA/Aa	0.00
A/A	0.00
BBB/Baa	0.00
Non-Invest	0.00
Not Rated	0.00

## Sectors

Cash	20.75
Government	74.88
Agency	4.37
Municipal	0.00
Corporate	0.00
Asset Backed	0.00
Mortgage Backed	0.00
Equity	0.00



**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
<b>Revenue</b>				
<b>Operating Revenue</b>				
Metered revenue	\$ 16,546,750	\$ 14,650,715	\$ 1,896,035	88.54%
Water sales - construction	450,000	561,161	(111,161)	124.70%
Town of Windsor	445,500	410,655	34,845	92.18%
Water rental	180,000	291,362	(111,362)	161.87%
Miscellaneous income	150,000	138,239	11,761	92.16%
Management fees - SFCSD	1,092,854	374,819	718,035	34.30%
Property Tax (1.500 mills)	1,501,064	1,620,896	(119,832)	107.98%
Total operating revenue	20,366,168	18,047,846	(2,318,322)	88.62%
<b>Non-Operating Revenue</b>				
Interest on investments	900,000	6,244,472	(5,344,472)	693.83%
Proceeds from bond	75,000,000	75,458,876	(458,876)	100.61%
Tap fees (water)	12,000,000	37,409,934	(25,409,934)	311.75%
Tap fees (PIF)	3,255,250	10,479,388	(7,224,138)	321.92%
Meter fees	95,000	263,693	(168,693)	277.57%
Inclusion fees	-	1,578	1,578	0.00%
Total non-operating revenue	91,250,250	129,857,941	38,607,691	142.31%
Total revenue	111,616,418	147,905,786	36,289,368	132.51%
<b>Expenses</b>				
<b>Source and Treatment</b>				
Assessments	1,600,000	1,328,725	271,275	83.05%
Soldier Canyon	3,147,591	3,041,003	106,588	96.61%
City of Loveland	30,000	2	29,998	0.01%
FTC - Water Sale IGA	2,506,686	2,038,113	468,573	81.31%
Other water districts	15,000	-	15,000	0.00%
Water resource consulting	60,000	50,884	9,116	84.81%
Total source and treatment	7,359,277	6,458,728	900,549	87.76%
<b>Personnel</b>				
Wages	3,230,000	2,889,114	340,886	89.45%
Overtime & on-call pay	64,000	104,608	(40,608)	163.45%
Payroll taxes	263,520	227,686	35,834	86.40%



**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
Medical insurance	431,000	430,992	8	100.00%
Life insurance	41,000	47,762	(6,762)	116.49%
Retirement	182,700	145,609	37,091	79.70%
Worker's compensation ins	15,000	12,537	2,463	83.58%
Education & training	60,000	18,383	41,617	30.64%
Cell phone service	20,000	10,147	9,853	50.74%
Safety program	36,000	23,575	12,425	65.48%
Uniforms	10,500	11,356	(856)	108.15%
Employee awards & recognition	6,500	16,089	(9,589)	247.52%
Recruiting & onboarding	5,000	6,649	(1,649)	132.99%
Dues & subscriptions	2,000	2,212	(212)	110.62%
Travel	1,100	517	583	46.97%
<b>Total personnel</b>	<b>4,368,320</b>	<b>3,947,237</b>	<b>421,083</b>	<b>90.36%</b>
<b>Engineering</b>				
Consulting	125,000	220,348	(95,348)	176.28%
Fuel	2,500	5,391	(2,891)	215.64%
Miscellaneous	1,000	2,124	(1,124)	212.41%
R & M - equipment	1,000	9,075	(8,075)	907.50%
R & M - vehicles	2,500	8,418	(5,918)	336.70%
Software maintenance	43,000	38,176	4,824	88.78%
Supplies	5,000	12,192	(7,192)	243.85%
<b>Total engineering</b>	<b>180,000</b>	<b>295,724</b>	<b>(115,724)</b>	<b>164.29%</b>
<b>Operations</b>				
R & M - lines & equipment	400,000	241,980	158,020	60.50%
R & M - tank cleaning	150,000	20,897	129,103	13.93%
Fuel	37,000	35,635	1,365	96.31%
Office supplies	2,000	355	1,645	17.75%
R & M - vehicles	35,000	31,775	3,226	90.78%
Supplies	3,500	11,950	(8,450)	341.43%
Utilities - pump stations	241,500	256,156	(14,656)	106.07%
R & M - remote facilities	220,000	43,044	176,956	19.57%
Telemetry	30,000	150,343	(120,343)	501.14%
Consulting	20,000	-	20,000	0.00%
Software maintenance	21,000	33,533	(12,533)	159.68%
<b>Total operations</b>	<b>1,160,000</b>	<b>825,668</b>	<b>334,332</b>	<b>71.18%</b>



**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
<b>Business office</b>				
Bank service charges	45,000	32,328	12,672	71.84%
Miscellaneous expense	500	190	310	38.02%
On-line bill processing	120,000	108,553	11,447	90.46%
Payroll processing	12,000	11,173	827	93.11%
Postage	47,000	79,312	(32,312)	168.75%
Printing	36,000	54,970	(18,970)	152.70%
Publications & notices	1,000	334	666	33.43%
R & M - office equipment	11,000	13,730	(2,730)	124.82%
Software maintenance	90,000	125,802	(35,802)	139.78%
Supplies	19,000	17,748	1,252	93.41%
Consulting	100,000	249,111	(149,111)	249.11%
Customer relations	6,000	9,648	(3,648)	160.80%
Water conservation	100,000	16,183	83,817	16.18%
Meter hosting service	50,000	47,740	2,260	95.48%
Water quality testing	45,000	32,663	12,337	72.59%
Utility locates	25,000	35,949	(10,949)	143.79%
Fuel	5,200	13,347	(8,147)	256.68%
R & M - vehicles	4,000	3,515	485	87.87%
Total business office	716,700	852,298	(135,598)	118.92%
<b>IT and data</b>				
Consulting	447,000	282,513	164,487	63.20%
Security	11,000	14,968	(3,968)	136.07%
Telephone	33,000	22,550	10,450	68.33%
Software renewal and maintenance	17,100	12,623	4,477	73.82%
Supplies	1,000	1,082	(82)	108.22%
Total IT and data	509,100	333,737	175,363	65.55%
<b>Human resources</b>				
Consulting	67,000	-	67,000	0.00%
Software renewal and maintenance	1,200	-	1,200	0.00%
Supplies	6,000	181	5,819	3.01%
Total human resources	74,200	181	74,019	0.24%





**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
<b>Administration</b>				
Directors' fees	14,400	8,392	6,008	58.28%
Directors' payroll taxes	1,150	652	498	56.66%
Directors' expense	12,500	18,208	(5,708)	145.66%
Audit & consulting fees	27,500	26,561	939	96.58%
Collection fees	300	30,016	(29,716)	10005.20%
Consulting	100,000	-	100,000	0.00%
Contingency	15,000	13,160	1,840	87.73%
Dues & subscriptions	13,750	15,312	(1,562)	111.36%
Insurance - liability	72,000	130,580	(58,580)	181.36%
Insurance - property	73,000	107,334	(34,334)	147.03%
Janitorial service	15,000	18,108	(3,108)	120.72%
Legal	250,000	233,803	16,197	93.52%
Miscellaneous expenses	1,000	74	926	7.40%
R & M - administration building	100,000	96,763	3,237	96.76%
Utilities - admin building	30,000	30,383	(383)	101.28%
Fuel	5,500	3,733	1,767	67.88%
R & M - vehicles	2,500	2,308	192	92.33%
Leased office space	127,000	18,961	108,039	14.93%
<b>Total administration</b>	<b>860,600</b>	<b>754,348</b>	<b>106,252</b>	<b>87.65%</b>
 Operating expenses before operating capital replacement	 <b>15,228,197</b>	 <b>13,467,921</b>	 <b>1,760,276</b>	
 Operating income (loss) before operating capital replacement	 <b>5,137,971</b>	 <b>4,579,925</b>	 <b>558,046</b>	
<b>Operating Capital Replacement</b>				
Source & treatment - operating	1,860,000	38,750	1,821,250	2.08%
Meters - operating	181,000	271,276	(90,276)	149.88%
Distribution - operating	4,258,000	1,095,865	3,162,135	25.74%
Operations equipment	178,500	363,221	(184,721)	203.49%
Office & engineering equipment	46,600	28,577	18,023	61.32%
Building improvements - operating	470,000	196,760	273,240	41.86%
 <b>Total operating capital replacement</b>	 <b>6,994,100</b>	 <b>1,994,450</b>	 <b>4,999,650</b>	 <b>28.52%</b>



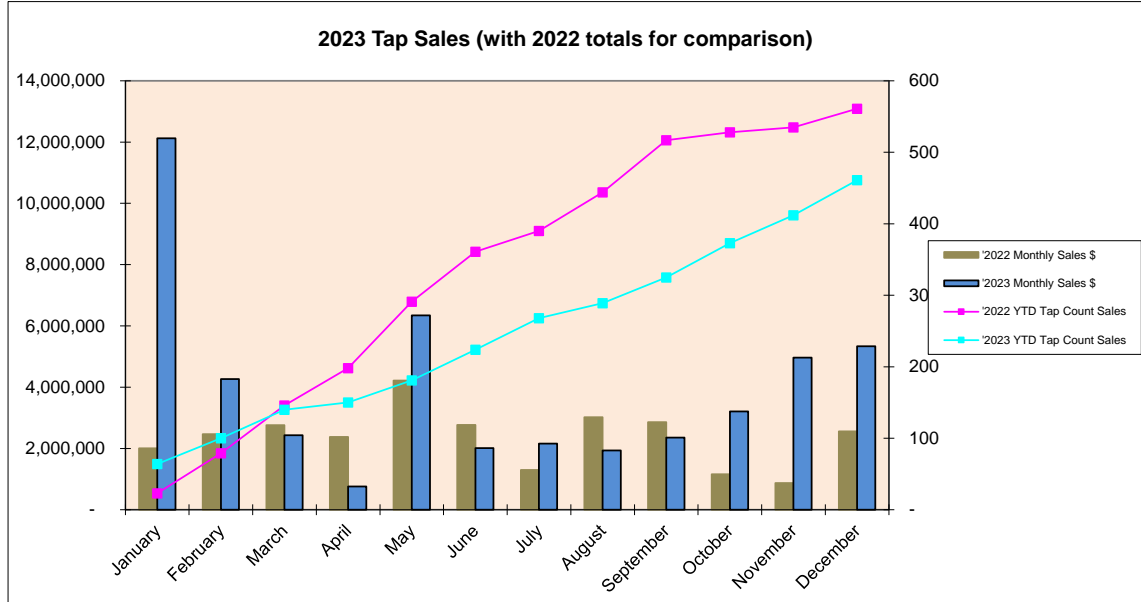
**FORT COLLINS - LOVELAND WATER DISTRICT  
SCHEDULE OF REVENUE AND EXPENDITURES -  
BUDGET vs ACTUAL**

	<b>Amended Budget</b>	<b>Actual - Budgetary Basis</b>	<b>Variance Under Budget (Over Budget)</b>	<b>Percentage of Budget</b>
Total operating expenses	22,222,297	15,462,371	6,759,926	69.58%
Operating income (loss)	(1,856,129)	2,585,475	(4,441,604)	
<b>Non-Operating Expenses</b>				
Interest on bonds (2010 issue)	26,250	26,250	-	100.00%
Debt service - 2010 issue	1,050,000	1,050,000	-	100.00%
Interest on CWCB notes	6,101	6,101	0	100.00%
Debt service - CWCB notes	11,484	11,484	-	100.00%
Bond issue expenses	5,000,000	459,826	4,540,174	9.20%
Source & treatment	250,000	62,240	187,760	24.90%
Water projects / acquisitions	115,484,260	22,012,025	93,472,235	19.06%
Water storage	2,562,500	1,970,376	592,124	76.89%
Meters	95,000	269,865	(174,865)	284.07%
Distribution	12,900,000	10,566,323	2,333,677	81.91%
Total non-operating expenses	137,385,595	36,434,490	100,951,105	26.52%
Total expenses	159,607,892	51,896,861	107,711,031	32.52%
Nonoperating income (loss)	(46,135,345)	93,423,451	(139,558,796)	
<b>Net Income (Loss)</b>	<b>\$ (47,991,474)</b>	<b>\$ 96,008,926</b>	<b>\$ 144,000,400</b>	



December 31, 2023

**Tap Sales**



	Water Purchased		Water Provided		City Water		2023 Totals			2022 Totals		
	# of taps	\$	# of taps	\$	# of taps	\$	# of taps	\$	YTD taps	# of taps	\$	YTD taps
January	64	12,125,631	-	-	-	-	64	12,125,631	64	23	2,007,111	23
February	36	4,266,293	-	-	-	-	36	4,266,293	100	56	2,465,981	79
March	40	2,430,549	-	-	-	-	40	2,430,549	140	67	2,763,405	146
April	10	759,955	-	-	-	-	10	759,955	150	52	2,373,870	198
May	31	6,339,743	-	-	-	-	31	6,339,743	181	93	4,219,145	291
June	43	2,013,068	-	-	-	-	43	2,013,068	224	70	2,763,923	361
July	43	2,147,395	1	13,021	-	-	44	2,160,416	268	29	1,298,799	390
August	21	1,933,897	-	-	-	-	21	1,933,897	289	54	3,016,559	444
September	36	2,353,585	-	-	-	-	36	2,353,585	325	73	2,861,015	517
October	44	3,175,214	-	-	4	33,430	48	3,208,643	373	11	1,160,466	528
November	39	4,965,457	-	-	-	-	39	4,965,457	412	7	871,405	535
December	47	5,310,475	-	-	2	21,612	49	5,332,086	461	26	2,557,545	561
Totals	454	47,821,260	1	13,021	6	55,041	461	47,889,322		561	28,359,225	

**DISTRICT TAP TOTAL 20,157**

**FORT COLLINS-LOVELAND WATER DISTRICT**

**Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91283	ALL COPY PRODUCTS, INC.	KONICA MINOLTA BIZHUB PRINTER - OPERATIONS, OFFICE, & ENGINEERING	799.95
91284	AVI ENGINEERING PLANNING SURVEYING	ZONE 5 MANHATTAN PHASE_CONST. SUPPORT SERVICES & SURVEYING SERVICES	14,787.50
91285	BECKER SAFETY & SUPPLY	UNIFORMS_N FARMER, FALLTECH 8 ALUMINUM TRIPOD KIT, ALLEGRO - 8" AXIAL AC PLASTIC BLOWER, FCLWD MERCHANDISE_BRATLIE, FCLWD MERCHANDISE_PERKINS, UNIFORMS_HARRIS, UNIFORMS_GUERRA	7,419.00
91286	CONSOLIDATED ELECTRICAL DISTRIBUTORS	NEMA4 ENCLOSURES, SUB PANEL	3,402.40
91287	COLORADO SPECIAL DISTRICTS POOL	PROPERTY & LIABILITY COVERAGE_1/1/2024-12/31/2024	201,677.00
91288	COMCAST	DECEMBER SERVICE	455.66
91289	CONNELL RESOURCES	AIRPORT TRANSMISSION & ZONE 10 TRANSMISSION-PH2 HORSETOOTH/TROUTMAN & ZONE 5 TRANSMISSION-PH1_GIESLER, WESTERN BACKBONE PH1-TAFT HILL-HORSETOOTH TO HARMONY, WESTERN BACKBONE TRANSMISSION-PH2_GIESLER/RIOS/ROBERTS, ZONE 5 WATERLINE PH01, MANHATTAN, TANAGER, TROUTMAN	1,527,100.71
91290	VOID	VOID	0.00
91291	CONVERGINT TECHNOLOGIES LLC	CONVERGINT MAINTENANCE TIME	860.00
91292	CORE & MAIN LP	REED VLV & CURB KEY, STENNER PUMP	1,503.38

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91293	CYBER74, LLC	TUNGSTEN COMPLETE DECEMBER	5,250.00
91294	DANA KEPNER COMPANY	520M RADIOS, 1-1/2 OMNI C2	21,245.80
91295	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	5,569.07
91296	FORT COLLINS LOVELAND WATER DISTRICT	WATER SERVICE AT 4100 S TAFT HILL RD	24.79
91297	FORT COLLINS - LOVELAND WATER DISTRICT	EMPLOYEE BIRTHDAY FUND	600.00
91298	CITY OF FORT COLLINS	CR TEST FOR 3/4" IPEARL METER	50.00
91299	GREYSTONE TECHNOLOGY	GREYSTONE DECEMBER TOTAL CARE AGREEMENT	10,367.00
91300	HIGH POINTE COMPANIES, LLC	FENCE REPAIR / STAIN _ 3951 E COUNTY RD 30, FENCE REPAIR / STAIN _ 5150 SNEAD DR	12,579.00
91301	INLAND POTABLE SERVICES	CLEAN & INSPECT TANKS_4MG TRILBY, 1MG RIDGEWOOD, 1M FOOTHILLS EAST, .5MG FOOTHILLS WEST, 1.5MG TIMNATH, 2MG CROSSROADS	16,500.00
91302	LARIMER COUNTY ENGINEERING	PW ENGINEERING APPLICATION FEE_809 E 57TH ST	100.00
91303	LIGHTFIELD ENTERPRISES	609 SPARROW PLACE_MOBILIZATION, HMA - 3/4 SP75, SIZE A SIGN WITH STAND, VERTICAL PANEL WITHOUT LIGHT, TRAFFIC CONTROL SUPERVISOR, FLAGGING	3,756.70
91304	CITY OF LOVELAND	ELECTRIC AT 150 W 71ST ST, ELECTRIC AT 6900 N BOYD LAKE AVE	2,025.59

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions****December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91305	METRON-FARNIER, LLC	SPECTRUM 88 1.5" MEASURER, INTEGRAL ANTENNA & PIT MOUNT TOUCH PAD, VOYAGER FIRE HYDRANT METER_ WILL BE BILLED TO SFCSD, VERIZON 5 YEAR SERVICE PLAN RENEWAL_FOR HYDRANT METER CELL RECALLS	3,868.55
91306	JOSH MYHRE	AIRPORT ACCESS SECURITY BADGE	15.00
91307	O'REILLY FIRST CALL	2020 FORD ESCAPE_VIN: 1FMCU9G61LUC18733_CABIN FILTER & AIR FILTER, FUEL HOSE_VIN: 1FT7W2B64DEB09712_VEHICLE 1101	29.73
91308	RAFTELIS	PROFESSIONAL FEES, TECHNOLOGY & COMMUNICATIONS CHARGE	3,570.00
91309	THE REPORTER HERALD	52 WEEK SUBSCRIPTION	384.55
91310	SANDERSON STEWART	AIRPORT TRANSMISSION LINE_PHASE 1 WEST FINAL DESIGN, PHASE 2 WEST MEETING & COORDINATION, PHASE 3 WEST EASEMENTS & ROW DOCS, CONSULTANTS LITHOS ENGINEERING	24,727.50
91311	AARON SANDOVAL	TANKER ENDORSEMENT_ COMMERCIAL DRIVER LICENSE FEE, KNOWLEDGE TEST	30.40
91312	WESTWATER RESEARCH LLC	IMPLEMENT WATER ACQUISITION STRATEGY 23-029,	20,000.00
91313	WESTERN STATES LAND SERVICES LL	ALKIRE FARMS REAL LAND APPRAISAL_ PROFESSIONAL SERVICES_KA & SA, TELECOM	966.90
91314	VOID	VOID	0.00
91315	BVB GENERAL CONTRACTORS	HYDRANT DEPOSIT REFUND	500.00
91316	E GRAPHIX	48 CUSTOM HATS	1,112.00

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91317 - 91372	CUSTOMER REFUNDS	OVERPAYMENT REFUNDS	18,724.89
91373	AFLAC	AFLAC COVERAGE-NOVEMBER	142.62
91374	AMAZON CAPITALSERVICES	UPGRADED CURRENT SIGNAL GENERATOR, TWO VIZIO 55 TVS, GIFT BAGS	1,091.18
91375	ANTHEM BC/BS	FCLWD MEDICAL COVERAGE	42,593.84
91376	AUSTIN DEVOPS	DBA SERVICES, TAP DATABASE MODERNIZATION, TAP DATABASE SUPPORT	11,625.00
91377	A-Z SAFETY SUPPLY	SNEAD FIRST AID REFILL	68.87
91378	BECKER SAFETY & SUPPLY	ALLEGRO-8" PLASTIC BLOWER W/ CANISTER AND DUCTING	525.00
91379	BLUE MARGIN, INC.	BLUE MARGIN SUPPORT_11.17.23	5,000.00
91380	BOMGAARS	HAMMER, GLOVES_TJ	27.07
91381	CD ENGINEERING, INC.	DEVELOPMENT REVIEW CONTRACT ENGINEERING SERVICES_ENGINEER 11, PROJECT MANAGER	2,685.50
91382	CONSOLIDATED ELECTRICAL DISTRIBUTORS	PARTS FOR TIMNATH TANK TGB	44.89
91383	CINTAS	CUSTOMER BUY OUT/END OF CONTRACT	2,560.00
91384	COLLINS COLE FLYNN WINN ULMER	FCLWD GENERAL FEES	15,334.50
91385	CORE & MAIN LP	5614L LID 1 1/4 UPPER 1 1/4 PE, 5607L 1 LID W/1" PENT NUT	416.70
91386	CRYSTAL LANDSCAPE SUPPLIES	RIVER ROCK (GRAY)	69.22
91387	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	4,239.39
91388	EANALYTICS LABORATORY LLC	WATER QUALITY TESTING_WESTERN BACKBONE & ZONE 5	140.00

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions****December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91389	FIRSTBANK	CGFOA CONFERENCE, CUSTOM HATS, KITCHEN DRINKS, HARD HAT LINER-MEDINA, DEVELOPMENT REVIEW, OPERATION SUPPLIES, MONTHLY MARKETING EMAIL SERVICE, MONTHLY WEBSITE MONITORING, OFFICE MUSIC, START UP- DIGITAL PLATFORM, KITCHEN SUPPLIES, FACEBOOK ADS,BOARD HOLIDAY EVENT, BOARD MEETING SNACKS, DINNER MEETING, LUNCH MEETING, OFFICE SUPPLIES, CUSTOM LOGO GEAR, SECURITY, HOLIDAY GIFT BAGS	5,688.75
91390	VOID	VOID	0.00
91391	VOID	VOID	0.00
91392	FORT COLLINS CONNEXION	INTERNET SERVICE FOR SNEAD	429.90
91393	CITY OF FORT COLLINS	CHARGE FOR POTABLE WATER, CHARGE FOR WATER PROVIDED TO FCLWD CUSTOMERS, HARMONY AND ROCK CREEK CONECTIONS-14.31MG_SECTION 34.47 OF IGA	119,859.32
91394	GREYSTONE TECHNOLOGY	SONIC WALL TZ370	1,585.90
91395	LIZA HAYDEN	MILEAGE REIMBURSEMENT	39.82



**FORT COLLINS-LOVELAND WATER DISTRICT**

**Distributions**

**December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91396	HDR ENGINEERING INC.	DESKTOP ASSESSMENT CONSULTING SERVICES, WESTERN BACKBONE, PROFESSIONAL SERVICES, EXPENSES, SUB-MARKUP, MILEAGE, AIRPORT PUMP STATION, PROFESSIONAL SERVICES, LONGVIEW PUMP STATION, PROFESSIONAL SERVICES, WESTERN BACKBONE, PROFESSIONAL SERVICES	103,431.40
91397	VOID	VOID	0.00
91398	HOMELAND INSPECTION SERVICE	INSPECTION FEE	425.00
91399	LARIMER COUNTY SOLID WASTE	RUBBLE COMMERCIAL	804.45
91400	LOVELAND FORD-LINCOLN	REPAIR & MAINTENANCE_VIN: 1FTPF1EF8EKD82922, REPAIR & MAINTENANCE_VIN: 1FTFX1E8XPK E12631	1,650.90
91401	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	163.53
91402	REPUBLIC SERVICES #642	SNEAD WASTE SERVICES	245.05
91403	SAFELITE AUTO GLASS	WINDSHIELD REPLACEMENT_VIN: 1FTFX1E82PKE12137	1,036.92
91404	SCHMER'S TOWING	TOWING_VIN: 1FTPF1EF8EKD82922	119.00
91405	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	331.33
91406	TMMI, LLC	EMERSON MAS PROGRAMMING CABLES	82.00
91407	UMB BANK, NA	BOND FEE	950.00
91408	UTILITY NOTIFICATION CENTER	RTL TRANSMISSIONS, POSITIVE RESPONSE RE-NOTIFICATION	2,181.39

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91409	USA BLUEBOOK	CL17 FREE CI2 REAGENT SET, DBP DISPENSER FREE CI2	312.66
91410	VERIZON CONNECT FLEET USA LLC	FLEET GPS SERVICES-FCLWD	727.45
91411	VERMEER COLORADO	2023 VERMEER 500 GAL VAC TRAILER	5,610.00
91412	WATER TECHNOLOGY GROUP	AIRPORT PUMP STATION_VALVE EVALUATION, TAFT PUMP STATION_VALVE EVALUATION	1,285.00
91413	WEX BANK	ENGINEERING FUEL, OPERATION FUEL, ADMIN FUEL, BUS. OFFICE FUEL	3,698.62
91414	WILLIAMS SCOTSMAN, INC.	60X24 MODULAR, RENTAL TAX, PREMIUM CONFERENCE PACKAGE T2, PROF. WORKSTATION PKG T2, L-DESK, ADA/IBA RAMP, PREM. OFFICE PKG T2, RESTROOM W/1X WEEKLY SERVICE	3,411.00
91415	WILDROCK PUBLIC RELATIONS & MARKETING	COLORADO DEPARTMENT OF HEALTH HOURLY PROJECT, COBB LAKE HOURLY PROJECT, HOA RESEARCH, MONTHLY SERVICES	10,912.00
91416	WILSON & COMPANY, INC.	UTILITY INSPECTION & ROADWAY WORKER IN CHARGE SERVICES_TOTAL INSPECTION, RWIC	3,810.00
91417	XEROX CORPORATION	BASE CHARGE, BLACK METER CHARGE, COLOR METER CHARGE	343.37
91418	LYONS GADDIS	FCLWD GENERAL LEGAL FEES	11,000.42
91419	JAMES BORLAND	DIRECTORS' FEES	92.35
91420	WILLIAM DIETERICH	DIRECTORS' FEES	92.35
91421	PETER O'NEILL	DIRECTORS' FEES	92.35
91422	STEPHEN W SMITH	DIRECTORS' FEES	92.35
91423	DENIS SYMES	DIRECTORS' FEES	92.35

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions****December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91424	SOLDIER CANYON WATER TREATMENT AUTHORIT	WATER PURCHASED, WATER RESOURCES, NCWCD 2023 CARRYOVER, NPIC 2023 DIVERSIONS AT MUNROE CANAL TO PVP	318,067.41
91425	RON RUFF	DIRECTORS' FEES - REPRINT	92.35
91426	AMAZON CAPITALSERVICES	OFFICE SNACKS, HOTHANDS HAND WARMERS, BROTHER LABEL MAKER TAPE, BATTERIES FOR SAFT WATER METER, PORTABLE HEATER	185.94
91427	ARAMARK	RESTROOM SERVICE, NYLON/RUBBER MAT, SCRAPER MAT, SERVICE CHARGE	254.24
91428	VOID	VOID	0.00
91429	BECKER SAFETY & SUPPLY	UNIFORMS_SHIRTS_MEREDITH & MEDINA	210.00
91430	BLUE MARGIN, INC.	BLUE MARGIN SUPPORT	4,200.00
91431	CONSOLIDATED ELECTRICAL DISTRIBUTORS	REMOTE SITE SCADA UPGRADES	748.05
91432	COLLINS COMMUNICATIONS	HORSETOOTH MOUNTIAN DMR REPEATER SERVICES	60.00
91433	CONCENTRA HEALTH SERVICES, INC	SCREENING (DOT RANDOM)	60.00
91434	EANALYTICS LABORATORY LLC	WATER QUALITY TESTING_U HAUL, WATER QUALITY TESTING_TIMNATH LANDING, WATER QUALITY TESTING- CIRCLE K	490.00
91435	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 5101 ZIEGLER RD PUMP	53.38
91436	FUZION FIELD SERVICES, LLC	PT STANDARD MONTHLY RENTAL	120.00
91437	GEARZ AUTOMOTIVE, DIESEL AND SPEED SHOP	REPLACE WINDSHIELD WASHER PUMP_VIN: 1GCNKPEC0FZ326266_TRUCK 1108	457.20
91438	GENERAL AIR COMPANY	SAFETY WINTER COAT- AVALOS	59.25

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions****December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91439	WW GRAINGER, INC.	SCREW EXTRACTOR SET, 10PC CASE	190.56
91440	GRAY MATTER SYSTEMS, LLC	SCADA MAINTENANCE & CYBER SERVICES, GE & PEPLINK MODEM PROOF OF CONCEPT	10,624.44
91441	GREYSTONE TECHNOLOGY	ON DEMAND SUPPORT 4 DAYS, WINDOWS SERVER 2022 STANDARD_FOR GIS DEV ENVIRONMENT	5,009.99
91442	HENSEL PHELPS CONSTRUCTION CO	LONGVIEW PUMP STATION_PROGRESS MEETINGS, 30% DESIGN ESTIMATING & SCHEDULING, AIRPORT PUMP STATION_PROGRESS MEETINGS, 30% DESIGN ESTIMATING & SCHEDULING	3,840.00
91443	JAMES PEST CONTROL	12/4 PEST TREATMENT	75.00
91444	KANSAS CITY LIFE	DENTAL BENEFITS	2,694.12
91445	LIGHTFIELD ENTERPRISES	114 LORIEN LANE_CONCRETE WORK, TRAFFIC CONTROL	2,971.25
91446	LOVELAND FORD-LINCOLN	OIL CHANGE_VIN:1FT8W3B7NEE85497	211.97
91447	MAC EQUIPMENT	SMALL ENGINE FUEL	146.72
91448	RESERVE ACCOUNT - PITNEY BOWES	RENEW POSTAGE METER FCLWD	1,000.00
91449	SIMON	3/4" WASHED ROCK	1,025.96
91450	USA BLUEBOOK	LOCATE MARKER BALLS	934.99
91451	WAGNER RENTS	4 WEEK RENTAL-GENERATOR, ENVIRONMENTAL FEE, RENTAL EQUIPMENT PROTECTION	2,320.63

**FORT COLLINS-LOVELAND WATER DISTRICT**

**Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91452	WILLIAMS SCOTSMAN, INC.	SINGLE STORY 20X24 FLEX CPX - 203168, PERSONAL PROPERTY EXPENSE, LG FORMAT FLEX WINDOW, OSHA STEPS WITH CANOPY, ADA/IBC STEPS W/ CANOPY, PROF. ENTRANCE- STEPS W/ CANOPY, DOOR STOP 3' ROUND TABLE CONFERENCE TABLE 6FT X 3.5FT	2,282.30
91453	WILSON & COMPANY, INC.	WESTERN BACKBONE WL PH1_CONSTRUCTION MANAGEMENT SERVICES	15,306.00
91454	ERIC DOWDY, PH.D	MILEAGE REIMBURSEMENT_GREYMATTER CONFERENCE	83.13
91455 - 91474	CUSTOMER REFUNDS	OVERPAYMENT REFUNDS	2,026.37
91475	ALLIANCE FOR WATER EFFCIENCY	ANNUAL MEMBERSHIP DUES	525.00
91476	AMAZON CAPITALSERVICES	TV WALL MOUNTS	74.98
91477	AT & T MOBILITY	DISTRICT CELL PHONES & OTHER DEVICES, SECURITY, TELEMETRY	2,356.43
91478	BECKER SAFETY & SUPPLY	DRIVER SPLIT BACK WING THUMB, BEIGE PIGSKIN PALM KNIT BACK, NYLON LYCRA KNIT GLOVE, COMPANY BRANDED ATTIRE-JESSICA DECKER	158.83
91479	CONSOLIDATED ELECTRICAL DISTRIBUTORS	REMOTE SITE MODEM_1-IN STR L/T CONN, 1-IN 90D L/T CONN, 1X3/4 RED, 3/4X1/2 RED	567.70
91480	THE JAMAR COMPANY	PREVENTATIVE MAINTENANCE- DEC 2023	1,552.27
91481	COLLINS COMMUNICATIONS	OMNI FIBERGLASS ANTENNA & BRACKETS_SCADA SECURITY PROJECT/UPGRADE, ANTENNA SIDE BRACKET MOUNT, POLYPHASER COAX LIGHTENING SUPPRESSOR	818.00

**FORT COLLINS-LOVELAND WATER DISTRICT****Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91482	DATAPRINT SERVICES, LLC	POSTAGE FOR FCLWD, PRINTING FOR FCLWD	3,873.59
91483	FORT COLLINS LOVELAND WATER DISTRICT	WATER SERVICE AT 5150 SNEAD DR, WATER SERVICE AT TIMANTH TANK	92.60
91484	FORT COLLINS COLORADOAN	NOTICE CONCERNING PUBLIC HEARING, NOTICE OF OPEN MEETING, AMENDED NOTICE	135.47
91485	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 1093 S OVERLAND TRL, ELECTRIC AT 4100 S TAFT HILL RD PUMP	9,298.39
91486	WW GRAINGER, INC.	SANDING SHEETS 9X5.5 - 800G PK 25, V-BELT, 4L260, 26IN	69.82
91487	GREYSTONE TECHNOLOGY	DECEMBER MONTHLY CLOUD SERVICES AGREEMENT	1,238.00
91488	CITY OF LOVELAND	ELECTRIC AT 6900 N BOYD LAKE AVE, ELECTRIC AT 3951 E COUNTY ROAD 30, ELECTRIC AT 7450 E CROSSROADS BLVD WTANK	5,251.53
91489	LOVELAND BARRICADE, LLC	TRAFFIC CONTROL CR 32 * RAPTORS ROOST DR	461.00
91490	O'REILLY FIRST CALL	REPAIR KIT_VIN:1FTMF1EP3GKD96547, SUPPLIES-VEHICLES_26OZ ANTIGEL, GLASS CLEANER, GL-WIPER FLUID, BLUEDEF 2.5 GAL	249.61
91491	CHRIS PLETCHER	STAFF LUNCH TO DISCUSS PUBLIC RELATIONS_STRATEGIC PLANNING FOR 2024, BLACKJACK PIZZA_STAFF WORKING DAY BEFORE CHRISTMAS HOLIDAY	247.04
91492	RAFTELIS	PROFESSIONAL FEES, TECHNOLOGY & COMMUNICATIONS CHARGE	5,247.50

**FORT COLLINS-LOVELAND WATER DISTRICT**

**Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
91493	RESPEC COMPANY, LLC.	TRILBY TANK EXPANSION TO#2 PRELIMINARY DESIGN_PROJECT MANAGEMENT/COORDINATION, DISTRIBUTION PIPELINE- 30% DESIGN, TANK STRUCTURAL- 30% DESIGN, TANK SITE CIVIL 60% DESIGN	26,938.26
91494	ROCKY MOUNTAIN BOTTLED WATER	5 GAL PURIFIED WATER, DELIVERY CHARGE	22.93
91495	SOUTH FORT COLLINS SANITATION DISTRICT	5 KENWOOD NX 1300 RADIOS WITH CHARGERS, SEWER SERVICE FOR 5150 SNEAD	1,296.25
91496	USAVISION	VISION COVERAGE	496.06
91497	V3 MEDIA	HEADSHOT PHOTOS, HEADSHOT RETOUCHING	1,450.00
91498	VERMEER COLORADO	2022 VERMEER SKID VAC 5" HYD BOOM_BOARD APPROVED PURCHASE ON 11/21/23	147,221.00
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 2110 TRILBY RD	319.67
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 2890 W TRILBY RD	45.19
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE AT 8110 S CO RD 13	160.12
ACH	XCEL ENERGY	ELECTRIC AT 5800 E COUNTY ROAD 40	791.54
ACH	XCEL ENERGY	ELECTRIC AT 7093 COUNTY ROAD 40	68.55
ACH	XCEL ENERGY	ELECTRIC AT 5575 E COUNTY ROAD 26 UNIT VLT	109.95
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 2738 W CO RD 38E-PUMP STATION	536.62
ACH	POUDRE VALLEY REA 2389	ELECTRIC SERVICE FOR 2890 W TRILBY RD	33.06
ACH	XCEL ENERGY	GAS AT 5150 SNEAD DR	855.49
ACH	XCEL ENERGY	ELECTRIC AT 1170 S OVERLAND TRL BLGD	33.89
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 5150 SNEAD DR	1,493.56

**FORT COLLINS-LOVELAND WATER DISTRICT**

**Distributions  
December 2023**

<b>Check #</b>	<b>Issued To</b>	<b>Description</b>	<b>Amount</b>
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 5603 S TIMBERLINE RD	50.81
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 3211 ROCK CREEK DR	118.29
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 2825 SKIMMERHORN ST PUMP	150.44
ACH	CITY OF FORT COLLINS UTILITIES	ELECTRIC AT 6600 S COLLEGE AVE PUMP	39.35
12/8/2023	Payroll		120,569.43
12/8/2023	Mission Spuare		12,437.69
12/22/2023	Payroll		177,874.75
12/22/2023	Mission Spuare		12,539.05
<b>Total</b>			<b>3,190,834.74</b>



**FORT COLLINS-LOVELAND WATER DISTRICT**

**RESOLUTION NO. 2024-01-16-01**

**RESOLUTION DESIGNATING LOCATION TO POST NOTICE**

**WHEREAS**, pursuant to §§24-6-402(2)(c) and 32-1-903(2) C.R.S., notice and, where possible, the agenda of the Fort Collins-Loveland Water District (“District”) Board of Directors (“Board”) meetings at which the adoption of any formal action is to occur or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be posted within the boundaries of the District at least 24 hours prior to each meeting at a location designated at the first regular meeting of each year.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Fort Collins-Loveland District as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to §24-6-401, *et seq.*, C.R.S., shall be posted at least 24 hours prior to each meeting at:

<https://fclwd.com/>

In the event of an exigent or emergency circumstance such as a power outage or an interruption in internet service, the District will post notice of public meetings at least 24 hours prior to a meeting at the following physical location within the District:

5150 Snead Drive  
Fort Collins, Colorado

ADOPTED this 16<sup>th</sup> day of January, 2024.

FORT COLLINS-LOVELAND WATER  
DISTRICT

By \_\_\_\_\_  
James Borland, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

# Fort Collins-Loveland Water District



To: FCLWD Board of Directors  
From: Sandra Bratlie, P.E., District Engineer  
Date: 1/16/2024  
Re: Capital Projects 2023 Allocation Rollovers to 2024

A series of allocations and task orders were brought to the Board for approval in 2023 for engineering capital projects. Task orders were initiated under these allocations, however not all the allocation amounts were fully encumbered in a task order. This request would authorize extension of existing task orders through 2024 and remaining available allocation amounts be available in 2024. In some cases, additional task orders may not be needed as the projects are closed out. For example, it is not anticipated that Western Backbone Phase I will require additional task orders in 2024.

Project	2023 Allocation	Task Orders (Encumbered)	Spent to Date	Allocation Rollover to 2024
Zone 5 - Ph 1 Construction	\$ 7,813,800.00	\$ 6,755,886.79	\$ 5,544,267.59	\$1,130,988.30
Zone 5 - Ph 2 Design	\$ 410,000.00	\$ 257,945.00	\$ 40,108.50	\$ 152,055.00
Western Backbone - Ph 1 Construction	\$ 5,785,000.00	\$ 5,109,349.22	\$ 4,547,116.43	\$ 808,428.00
Western Backbone - Ph 2 Design	\$ 490,000.00	\$ 453,150.30	\$ 204,352.01	\$ 36,849.70
College & Trilby	\$ 40,000	\$ 24,500.00	\$ 0.00	\$ 24,500.00
Longview PS - Ph 1 Design	\$ 287,500.00	\$ 284,206.00	\$ 49,372.65	\$ 3,294.00
Airport PS - Ph 1 Design	\$ 430,000.00	\$ 381,924.00	\$ 63,938.81	\$ 13,166.00
Trilby Tank Expansion	\$ 635,356.00	\$ 631,707.80	\$294,645.17	\$ 3,648.20

## Recommendation:

Engineering recommends Board approval to rollover the remaining 2023 allocation amounts to 2024.

## **COBB LAKE REGIONAL WATER TREATMENT AUTHORITY CREATION AGREEMENT**

**THIS COBB LAKE REGIONAL WATER TREATMENT AUTHORITY CREATION AGREEMENT** (“Agreement”) is made and entered into by and among the **TOWN OF EATON**, a statutory town and political subdivision of the County of Weld, State of Colorado, the **TOWN OF SEVERANCE**, a home rule municipality and political subdivision of the County of Weld, State of Colorado, the **TOWN OF WINDSOR**, a home rule municipality and political subdivision of the Counties of Larimer and Weld, State of Colorado, and the **FORT COLLINS-LOVELAND WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the Counties of Larimer and Weld, State of Colorado (individually, “Party” and, collectively, the “Parties”).

### **RECITALS**

A. The Parties are authorized to supply, and are supplying, water to their respective customers as permitted by statute for domestic and other public and private purposes.

B. The Parties own or expect to own allotment rights in the Northern Integrated Supply Project (“NISP”) and own other water rights that would benefit from shared infrastructure.

C. The Parties have been working cooperatively to develop infrastructure for the treatment and delivery of NISP water as well as other sources of water to their customers through a shared infrastructure project.

D. The Parties jointly own real property consisting of approximately 144 acres located in Weld County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (“Property”), and desire to convey the Property to a water treatment authority, as described herein, for the purpose of constructing, operating, and maintaining a water treatment facility to treat and deliver NISP and other sources of water to each of the Parties.

E. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, Part 2, Article 1, Title 29, C.R.S., and Section 31-35-402, C.R.S., encourage and authorize intergovernmental agreements for the joint and cooperative provision of public services.

F. Section 29-1-204.2, C.R.S., authorizes the Parties to establish, by contract, a separate governmental entity, to be known as a water authority, to be used by the Parties to effect the development of water resources, systems, or facilities in whole or in part for the benefit of the inhabitants of the Parties or others.

G. Section 29-1-204.2(4) and (5), C.R.S., provide that a water authority shall be a political subdivision and a public corporation of the State of Colorado, separate from the parties to the contract and that it shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate.

H. Section 29-1-204.2(6), C.R.S., provides that parties establishing a water authority may provide in the contract for payment to the separate governmental entity of funds from proprietary revenues for services rendered by the entity, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in the agreement, and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the entity.

I. The Parties, individually and collectively, find and declare that: (i) water is essential to the economy of the State of Colorado, Counties of Larimer and Weld, and the Parties; and (ii) the availability of treated water for municipal purposes will have a positive impact on the economic development of as well as the growth needs in the region.

J. Based upon the foregoing, the Parties desire to achieve the public benefits associated with the creation of a water authority, to jointly provide for water treatment and to enter into this Agreement to effectuate the same.

K. Upon creation of the water authority, the Parties anticipate and intend that the water authority shall interact, conduct business and contract with such Parties' water enterprises, respectively the Town of Eaton, Colorado, Water Enterprise, the Town of Severance, Colorado, Water Utility Enterprise, the Town of Windsor, Colorado, Water Utility Enterprise, and the Fort Collins-Loveland Water District, Water Activity Enterprise, which are all government-owned businesses within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. 37-45.1-101 *et seq.* As applicable given the context, the term "Party" as used herein shall mean and include the water enterprises.

## **AGREEMENT**

**NOW, THEREFORE**, incorporating the Recitals herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

**I. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

A. Authority. Shall mean the Cobb Lake Regional Water Treatment Authority created by this Agreement.

B. Authority Obligations. Shall mean revenue bonds, notes or other financial obligations issued by the Authority payable from its Net Revenues or from any other available funds of the Authority.

C. Board of Directors. Shall mean the Board of Directors of the Authority.

D. CDPHE. Shall mean the Colorado Department of Public Health and Environment.

E. CGIA. Shall mean the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended.

F. District. Shall mean the Fort Collins-Loveland Water District, Water Activity Enterprise.

G. Debt Service Component. Shall mean that portion of rates and charges paid to the Authority by the Parties for Treated Water necessary for payment of Authority Obligations. Revenues associated with the Debt Service Component are a portion of the Net Revenues. Any Debt Service Component shall not be an operation and maintenance expense of the Parties and such Debt Service Component shall be paid from the Net Revenues of the Parties.

H. Director. Shall mean a member of the Board of Directors, whether an Entity Director or At-Large Director, as defined in Section IV.A.1.

I. Funding Obligations. Shall mean, with respect to Treatment Capacity Share that is transferred by a Party to one or more other Parties, the transferring Party's pro rata share of: (1) all costs and expenses of constructing and completing Treatment Facility Capital Improvements; (2) all Operation and Maintenance Expenses and any amounts required to be deposited into the Operation and Maintenance Fund and such other reserves as the Board may determine are required; (3) any fee, assessment or rate established by the Board to repay Authority Obligations; and (4) to the extent distinct, the Debt Service Component or the Authority Obligations. Funding Obligations may also consist of any fees or other financial obligations agreed upon between the transferring Party and the acquiring Party.

J. Gross Revenues. Shall mean all fees (including, but not limited to, user fees and plant investment fees), charges, and revenues directly or indirectly derived by the Authority for the services furnished by, or use of, the Treatment Facility, or any part thereof, or from the sale or provision of Treated Water and all other legal sources of revenue; provided however, that there shall be excluded from Gross Revenues: (i) moneys borrowed and used for providing Treatment Facility Capital Improvements; (ii) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; (iii) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Treatment Facility Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Treatment Facility, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and (iv) any revenue received from the Parties which constitutes the Debt Service Component.

K. Master Meter. Shall be the location where the Authority delivers Treated Water for delivery and distribution to each Party's System. Each Party will have a separate Master Meter. The Master Meters may be located on or off the Property.

L. Net Revenues. Shall mean the Gross Revenues remaining after the payment of the Operation and Maintenance Expenses.

M. Operation and Maintenance Expenses. Shall mean all reasonable and necessary expenses of the Authority, paid or accrued, for operating, maintaining, and repairing the

Treatment Facility, including, without limitation, legal and overhead expenses of the Authority related to the administration of the Treatment Facility and any Treatment Facility Improvements; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Treatment Facility Capital Improvements, and charges for accumulation of reserves.

N. Operation and Maintenance Component. Shall mean that portion of rates and charges paid to the Authority by the Parties for Treated Water necessary for payment of Operation and Maintenance Expenses. Revenues associated with the Operation and Maintenance Component are a portion of the Gross Revenues.

O. Service Contract. Shall mean a separate contract between the Authority and each Party's respective water activity or utility enterprise, authorized by Section 29-1-203, C.R.S., addressing, among other matters, the terms and extent of the service provided by the Authority to such Party, the Treatment Capacity Share of such Party and the obligations of such Party for delivery of water supplies.

P. System. Shall mean the water transmission and distribution lines (except for the portion of such lines located between the water treatment plant and the Master Meters), improvements, facilities, and delivery infrastructure of each Party. The System does not include the Treatment Facility or Treatment Facility Improvements.

Q. TABOR. Shall mean Article X Section 20 of the Colorado Constitution.

R. Treated Water. Shall mean the potable water treated by the Treatment Facility or otherwise supplied by the Authority and intended primarily for domestic consumption.

S. Treatment Capacity. Shall mean the maximum flow rate of water that may be treated and delivered by the Treatment Facility, as designed, during a twenty-four (24) hour period of time during the usual and ordinary operation thereof, usually expressed in terms of millions of gallons of flow per day, as set forth in a permit issued by CDPHE, as the same may be amended or modified from time to time. Treatment Capacity may vary, from time to time, for various reasons including, but not limited to, changes in state or federal law, maintenance and repair of water delivery and treatment facilities, expansions to the Treatment Facility, poor raw water quality, operational changes or force majeure events.

T. Treatment Capacity Share. Shall mean the right to receipt and use of a pro rata quantity or share of the Treatment Capacity in the Treatment Facility, as may be modified from time to time, and granted by the Authority and allocated to a Party under a Service Contract.

U. Treatment Facility. Shall mean the water treatment plant to be constructed on the Property to effectuate the delivery of Treated Water to the Parties at the Master Meters, as may be expanded from time to time, together with the real property, easements, waterworks, laterals, water reservoirs, water storage tanks and pump stations, water transmission or distribution lines located between the water treatment plant and the Master Meters, the Master Meters, improvements and other facilities, assets and property available for integration into the Treatment

Facility, which will be used by the Authority to provide Water Treatment Services and deliver Treated Water to the Master Meters for delivery to each Party's System.

V. Treatment Facility Capital Improvements. Shall mean the Treatment Facility, future expansions of the Treatment Facility that increase Treatment Capacity, acquisition of easements, installation of water lines and other underground improvements, equipment and materials (other than ordinary repairs and replacements), and Treatment Facility Improvements, which are incorporated into the Treatment Facility.

W. Treatment Facility Improvements. Shall mean the installation, repair, replacement, rehabilitation, improvement or enhancement of the Treatment Facility or any part thereof.

X. Water Activity or Water Activities. Shall have the meaning set forth in Section 37-45.1-102(3), C.R.S.

Y. Water Treatment Services. Shall mean the services provided by the Authority, as set forth in Section II.C. of this Agreement.

**II. Creation of the Authority**. The Parties hereby create a separate legal entity known as the Cobb Lake Regional Water Treatment Authority.

A. Nature of the Authority. The Authority is a separate governmental entity, political subdivision and a public corporation of the state, separate from the Parties, established pursuant to Section 29-1-204.2(4), C.R.S. The Authority shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. In carrying out its purposes, the Authority shall observe and comply with statutes and laws applicable to the Parties, including but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6, and Parts 2 and 3 of Article 72 as applicable to the Authority; and Article 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity. The parties intend that the Authority not be considered a "district" subject to TABOR.

B. Principal Place of Business. The principal place of business of the Authority shall be 301 Walnut Street, Windsor, Colorado 80550, unless otherwise designated by the Board of Directors.

C. Authority Purposes and Services. The purpose of the Authority is to provide Water Treatment Services consisting of providing Treated Water to the Parties to be delivered at the Master Meters, or by exchange or other transmission agreement, including agreements with one or more of the Parties or third parties, if any, and with other suppliers and distributors of Treated Water, utilizing all powers associated enumerated in Section 29-1-204.2, C.R.S., necessary to provide such Treated Water.

D. Conveyance of Property to Authority. Within thirty (30) days of a written request by the Board of Directors, the Parties shall execute a quitclaim deed conveying title to the Property to the Authority.

**III. Powers of Authority.** To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the following powers in addition to those powers provided in Section 29-1-204.2, C.R.S., as amended:

A. Supply Treated Water. To operate, maintain, and manage the Treatment Facility and provide Treated Water from the Treatment Facility and other sources to the Parties as provided herein.

B. Treatment Facilities. To acquire, construct, expand, manage, maintain, and/or operate water treatment facilities, works or improvements, and/or any interest therein for purposes of providing Treated Water to the Parties.

C. Property. To acquire, hold, lease, sell, or otherwise dispose of any real or personal property (except water rights) utilized for the purpose of water treatment. Notwithstanding the foregoing, the Authority may not sell, lease or dispose of the Treatment Facility without unanimous written consent of the Parties, unless such sale or disposition is for components of the Treatment Facility that are no longer needed to provide Treated Water to the Parties because of the improvement, expansion, or upgrade of the Treatment Facility.

D. Sue. To sue and be sued in its own name.

E. Seal. To have and use a corporate seal.

F. Adopt Bylaws, Rules and Regulations. To adopt and amend, by resolution, and enforce bylaws and rules and regulations respecting the exercise of its powers and the carrying out of its purpose.

G. Essential Powers. To exercise any other powers which are essential to the provision of Treated Water by the Authority to the Parties.

H. Employees, Agents and Contractors. To employ employees, engage agents and contractors and do and perform any acts and things authorized by Section 29-1-204.2, C.R.S., under, through, or by means of employees, agents, or contractors.

I. Site Rehabilitation. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

J. Indemnification. To justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of the Authority.

K. Exercise Parties' Powers to Provide Treated Water. To exercise any power lawfully authorized to each of the Parties for the provision of Treated Water by the Authority to the Parties, except as otherwise limited by this Agreement.



L. Receive Contributions. To receive contributions, gifts, bequests or other grants of cash, equipment or services for the Authority, the Parties or other entities, individuals, or political subdivisions.

M. Cooperate. To own, operate, and maintain real and personal property, including but not limited to facilities in common with others, and to conduct joint, partnership, or cooperative operations with others, excepting water rights.

N. Contracts. To enter into, make, and perform contracts of every kind, as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

O. Funding Mechanisms. To develop funding mechanisms that provide for meeting the costs of constructing projects and other financial obligations related to the Treatment Facility, Treatment Facility Capital Improvements, or Treatment Facility Improvements, and to allow for individual Parties to determine how they meet their portion of those obligations, including participation in common funding.

#### **IV. Governance.**

A. Board of Directors. The governing body of the Authority shall be the Board of Directors, in which all administrative and legislative power of the Authority is vested.

1. Composition. The Board of Directors shall be comprised of one Director from each of the Parties (“Entity Directors”) except as provided in subsection b. below.

a. Entity Directors. The Entity Directors shall be the chief administrative officer of each Party or such person’s designee. Until additional parties are added, if at all, the Entity Directors shall be: (i) the Town Administrator, or such person’s designee, for the Town of Eaton, (ii) the Town Administrator, or such person’s designee, for the Town of Severance, (iii) the Town Manager, or such person’s designee, for the Town of Windsor; and (iv) the General Manager, or such person’s designee, for the Fort Collins-Loveland Water District.

b. At-Large Director. When the number of Parties to this Agreement constitutes an even number, to ensure that the Board of Directors is comprised of an odd number of persons, one Party, on an annual rotating basis, shall designate an additional Director, to be known as the “At-Large Director.” Unless otherwise provided in the bylaws, the At-Large Director shall be an employee of any of the Parties. The term of the At-Large Director shall be for one (1) year, from January 1 of a given year to December 31 of such year, unless re-appointed by the next rotating Party, except that the first At-Large Director shall serve during the calendar year in which the Authority is created until the end of the following calendar year. The rotation schedule for selecting the At-Large Director shall be as follows:

Year one: Town of Severance

Year two: Town of Windsor

Year three: Fort Collins-Loveland Water District

Year four: Town of Eaton

The rotation schedule shall remain in the same order after year four.

Notwithstanding any other provision contained herein, any Party that has a zero percent (0%) Treatment Capacity Share shall not have the right to appoint an At-Large Director. If such Party's Treatment Capacity Share is modified to be greater than zero percent (0%), or if additional parties are added to this Agreement and their Treatment Capacity Share is greater than zero percent (0%), such Parties shall be included on the rotation schedule in the order in which they are added.

Each Party shall designate such Party's selection of an At-Large Director on or before December 1 of a given year for the following calendar year. If a Party does not designate an At-Large Director by such date, the then-existing At-Large Director shall be deemed appointed for an additional annual term and the Party to have made the appointment shall forfeit its right of selection for that particular year.

The At-Large Director may be removed by the appointing Party at any time during such person's term. The At-Large Director may also be removed, for good cause, during such person's term by the affirmative vote of the majority of all the Directors. The definition of "good cause" for removal shall be set forth in the bylaws. In case of removal, the Party who appointed the removed At-Large Director shall appoint a new At-Large Director to fill the position for the remainder of the term.

2. Decisions. Decisions of the Board of Directors shall be made at regular or special meetings, called upon notice, at which a quorum is present. Each Director shall be entitled to cast one vote on any matter that comes before the Board of Directors. Except as otherwise expressly provided herein or required by law, decisions of the Board of Directors shall be made by a majority of the Directors in attendance at the regular or special meeting.

3. Vacancies. Vacancies shall be filled by the governing body of each Party, as otherwise provided herein.

B. Meetings.

1. Regular Meetings. Regular meetings of the Board of Directors shall be set and revised, from time to time, by the Board of Directors, and shall be conducted not less than quarterly at the principal place of business of the Authority.

2. Special Meetings. Special meetings of the Board of Directors may be called and noticed as set forth in the bylaws.

3. Meeting Quorums. A quorum for the conduct of business at meetings of the Board of Directors shall require the presence of a majority of the Directors then in-office. Directors may attend meetings by telephone, video conference, or other electronic means, so long as he or she is able to reasonably hear any comments from the audience and comments and discussion among other Directors and staff and is able to participate in the discussion.

4. Meeting Public. All meetings of the Board of Directors, other than executive sessions and social gatherings, shall be open to the public.

C. Duties of the Board of Directors. The duties of the Board of Directors shall be:

1. Governance. To govern the business and affairs of the Authority.

2. Powers. To exercise all powers of the Authority.

3. Policy. To set policy related to planning and future direction and expansion of the Authority.

4. Funds. To invest the funds of the Authority.

5. Finances. To govern the financial transactions of the Authority, including the receipt, custody, and disbursement of its funds, securities, and other assets.

6. Records. To keep records of the Authority's proceedings.

7. Bylaws. To adopt such bylaws as appropriate for the conduct of its business not in conflict herewith.

8. Statutory Compliance. To observe and comply with statutes and laws applicable to the Parties, including but not limited to Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6, and Parts 2 and 3 of Article 72 as applicable to the Authority; and Article 10 of Title 24, C.R.S., regarding open meetings, open records, criminal justice records, and governmental immunity.

9. Authority Manager. To hire, supervise, and if warranted, discipline and terminate an Authority Manager, who may be designated by an alternate title, and who shall serve at the pleasure of the Board of Directors and oversee and manage all business and affairs of the Authority pursuant to the terms of this Agreement and the bylaws. The Authority Manager shall have such powers and responsibilities to manage the business and affairs of the Authority, as may be expressly delegated by the Board of Directors, including all aspects of hiring, managing, supervising, compensating, and terminating Authority employees, entering into contracts and expending funds. The Board of Directors may engage a consultant to perform the duties of the Authority Manager, if desired.

10. Attorney. To appoint or contract with an attorney for legal services. The attorney shall serve at the pleasure of the Board of Directors.

11. Auditor. To contract with an auditor for auditing services as needed. The auditor shall serve at the pleasure of the Directors.

D. Officers. The officers of the Authority shall be a Chair, Vice-Chair and Secretary, and such other officers and assistant officers as may be authorized by the Board of Directors, from time to time, to perform such duties as may be approved by the Board of Directors.

The Chair and Vice-Chair shall be members of the Board of Directors. The Secretary of the Authority shall be the Authority Manager or his or her designee.

1. Appointments and Term of Office. The Directors shall elect the officers annually at the first meeting of each calendar year. Vacancies may be filled and new officers may be appointed at any meeting of the Board of Directors.

2. Removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors, with cause, whenever, in the Board of Director's judgment, the best interests of the Authority will be served thereby.

3. Duties of Officers. In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:

a. Chair. The Chair shall be a member of the Board of Directors and preside at all meetings of the Board of Directors and, except as otherwise delegated by the Board of Directors, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be a member of the Board of Directors and, in the absence of the Chair or in the event of the Chair's inability or refusal to act, shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary shall maintain the official records of the Authority, including this Agreement, bylaws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors and officers. The Secretary shall issue notice of meetings and attest and affix the corporate seal to all documents of the Authority.

4. Bonds of Officers. Any officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board of Directors shall determine. The Board of Directors, at its discretion, may also require any other officer, agent or employee of the Authority to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of the Authority.

E. Execution of Contracts. Except as otherwise provided by law, the Board of Directors may authorize any Director, officer or employee to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

F. Insurance. The Authority shall comply with all minimum insurance requirements of the Colorado Workers' Compensation Act. The Authority shall obtain and maintain general liability insurance coverage in amounts no less than the monetary limitations set forth in the CGIA, in addition to any other insurance policies deemed necessary by the Board of Directors.

G. Indemnification. Without waiving the protections, limitations, and requirements of the CGIA, and to the extent permitted by law:

1. Defense Costs. The Authority shall indemnify and defend each Director, officer, employee, agent and volunteer of the Authority, whether or not then in office, and such person's personal representatives, against any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment or employment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of such person's duties and within the scope of such person's appointment or employment, or that the act or omission of such person was willful and wanton (and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person); or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. The indemnification obligations set forth herein shall include costs and expenses reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

## **V. Financial Powers and Obligations.**

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as, from time to time, shall be determined by the Board of Directors, except that all notes, bonds, or other evidence of indebtedness shall be issued by resolution of the Board of Directors.

B. Fix Fees, Rates and Charges. The Authority is authorized to fix, maintain, and revise fees, rates, and charges for the provision of Treated Water to the Parties as set forth in Section VI.E. of this Agreement.

### **C. Financial Obligations.**

1. Debts and Obligations. The Authority is authorized to incur debts, liabilities, or obligations payable solely from the revenues derived from the provision of Treated Water or from any other available funds of the Authority.

2. Authority to Issue Bonds. The Authority is authorized to issue Authority Obligations. The terms, conditions, and details of said Authority Obligations, which may be issued in the form of bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes, or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in Part 4 of Article 35 of Title 31, C.R.S., relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited and except that said bonds,

notes, and other obligations may be sold at public or private sale. Bonds, notes, or other obligations issued under this subsection shall not constitute an indebtedness of the Authority or the Parties within the meaning of any constitutional or statutory limitations or other provision. Each bond, note, or other obligation issued under this subsection shall recite in substance that said bond, note, or other obligation, including the interest thereon, is payable solely from the Net Revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note, or other obligation does not constitute a debt of the Authority or the Parties within the meaning of any constitutional or statutory limitation or provision. Notwithstanding anything in this section to the contrary, such bonds, notes, and other obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors.

3. Contract with Holders. The resolution, trust indenture, or other security agreement, under which any bonds, notes, or other obligations are issued, shall constitute a contract with the holders thereof, and may contain such provisions as shall be determined by the Board of Directors to be appropriate and necessary in connection with the issuance thereof and provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, funds, rights, or properties of the Authority. The bonds, notes, and other obligations of the Authority and the income therefrom shall be exempt from taxation by the state, except for inheritance, estate, and transfer taxes.

4. Financial Obligations Not Obligations of the Parties. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Parties, either individually or severally.

5. Taxes. In no event shall the Authority have the power to levy or assess any tax which is subject to TABOR or to direct the Parties to exercise their taxing powers on behalf of the Authority.

D. Deposits. All funds of the Authority shall be deposited to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Board of Directors may select. The Authority shall maintain separate funds, as set forth below, into which all revenues shall be deposited. The Authority shall have the discretion to establish other funds in addition to the funds identified below, but shall at all times maintain the funds as set forth below.

1. Gross Revenues Fund. The Authority shall deposit all income and amounts received from the operation of its system into the “Gross Revenues Fund.”

2. Operation and Maintenance Fund. The Authority shall deposit, from time to time, into an “Operation and Maintenance Fund,” moneys from the Gross Revenues Fund in amounts sufficient to cover Operation and Maintenance Expenses of the Authority.

3. Debt Service Fund. After the Authority has deposited revenues from the Operation and Maintenance Component into the Operation and Maintenance Fund, it shall deposit the Debt Service Component into the “Debt Service Fund.”

4. Other Funds. After the Authority has deposited the Operation and Maintenance Component in the Operation and Maintenance Fund and the Debt Service Component in the Debt Service Fund, any remaining Net Revenues may be deposited in any other funds established by the Authority.

**VI. Obligation to Serve the Parties.** The Authority shall be obligated to meet the Parties' reasonable demands for delivering Treated Water to the Parties from supplies, including augmentation supplies, furnished to the Authority by the Parties at the location of the Treatment Facility, however, no Party shall be entitled to receive Treated Water from the Authority in excess of such Party's Treatment Capacity Share at the time of delivery, unless: (i) otherwise agreed by the Board of Directors on the condition that the delivery of additional Treated Water will not be detrimental to the other Parties' respective Treatment Capacity Share and no expansion or improvement to the Treatment Facility's Treatment Capacity is required; or (ii) the Party seeking additional Treated Water enters into an agreement with another Party to receive a portion of such Party's Treatment Capacity Share.

A. Design and Construction of Treatment Facility. The Treatment Facility may be constructed in multiple phases and may be expanded from time to time to meet the projected needs of each Party and effectuate the delivery of Treated Water to the Parties at the Master Meter(s). The design and construction plans for all applicable construction phases of the Treatment Facility shall be approved in advance by the Board of Directors.

B. Allocation of Treatment Capacity.

1. Generally. In each calendar year, the Board of Directors shall determine each Party's Treatment Capacity Share for the subsequent calendar year and provide each Party with written notice thereof. Each Party shall be entitled to a Treatment Capacity Share that the Authority and the Party agree the Authority will allot to the Party during the applicable construction phase of the Treatment Facility through a Service Contract.

2. Payment of Pro Rata Share Funding Obligation. A Party shall not be entitled to use its Treatment Capacity Share until such time as it has paid to the Authority or is credited by the Authority as having paid, in the manner and times set forth in the Service Contract, all charges, fees, and/or assessments imposed by the Authority.

3. Amendment. A Party's Treatment Capacity Share may be subject to amendment because additional capacity is available in the Treatment Facility without the Authority having to undertake an expansion to increase Treatment Capacity, through an expansion of the Treatment Facility, by agreement for the transfer of a Party's Treatment Capacity Share, or for any other reason approved by the Board of Directors on the condition that the modification applies equally on a proportional basis to all Parties' receiving Treated Water.

4. Delivery of Treated Water. Notwithstanding any other provision of this Agreement, the volume of Treated Water that the Authority is obligated to provide a Party shall not exceed the volume of raw water provided by such Party to the Authority for treatment. It is expressly agreed that such Party may not utilize the raw water inventory of any other Party without the prior written consent of such other Party.

C. Expansion, Improvement, or Additional Treated Water Supply. The Authority may desire or be obligated, in time, to expand or improve the Treatment Facility, or obtain additional Treated Water through contract with other treated water suppliers when reasonably necessary to: (i) meet a Party's Treatment Capacity Share allotment under a Service Contract; (ii) comply with applicable local, state and federal laws regarding water quality; (iii) as necessary to maintain appropriate levels of Treated Water service to the customers of each Party, taking into account the requirements of all Parties; or (iv) for other lawful reasons as may be set forth in the Service Contracts or determined to be appropriate by the Board of Directors. The Authority shall start planning for the design and construction of any expansion of the Treatment Facility at such time as the Authority is operating the Treatment Facility at 80% of Treatment Capacity. Any Party seeking a Treatment Capacity Share in a construction phase of the Treatment Facility shall be responsible for its pro rata share of the costs of such construction. Any expansion or improvement of the Treatment Facility shall comply with the permit issued by CDPHE for the Treatment Facility and may result in corresponding modifications of each Party's Treatment Capacity Share set forth in a Service Contract or amendment thereto.

D. Party Construction of Treatment Facility Capital Improvements. The Authority may contract with a Party to design and construct any phase of the Treatment Facility or portion of the Treatment Facility Capital Improvements on behalf of the Authority ("Constructing Party"). The Constructing Party shall be entitled to receive from the Authority reimbursement in an amount set forth in a separate contract between the Authority and such Party, which shall include, at a minimum, an amount equal to each participating Party's pro-rata share of the costs of Treatment Facility Capital Improvements; provided, however, that the Constructing Party may pay its pro-rata share of the costs of Treatment Facility Capital Improvements directly to the general contractor pursuant to a separate construction contract.

While the Authority and the Constructing Party may agree upon the terms of such separate contract at the time of execution, the Parties generally anticipate that:

1. The Constructing Party shall not own any portion of the Treatment Facility or, to the extent distinct, the Treatment Facility Capital Improvements at any time and, rather, shall construct the Treatment Facility Capital Improvements on behalf of the Authority; and

2. The Authority shall pay preconstruction costs to the Constructing Party prior to the Constructing Party's issuance of a notice of award of the construction contract to a contractor. The balance of the Authority's payment obligations shall be paid in equal installments commensurate with the progress payments made by the Constructing Party.

E. Establishment of Rates, Fees, and Charges. The Board of Directors shall establish rates, fees, and charges for delivery of Treated Water to the Parties to provide for all of the costs associated with owning, operating, maintaining and improving the Treatment Facility and providing reasonable contingency and reserve funds. Any charge for Treatment Facility Capital Improvements, including, but not limited to, any Debt Service Component within the fees and charges for Treated Water, shall be imposed only on, and in proportion to the benefit received by, the Party or Parties benefitting from the associated cost based on such Party's Treatment



Capacity Share. Any Party with a zero percent (0%) Treatment Capacity Share shall pay a charge established by the Board of Directors to offset reasonable fixed costs incurred by the Authority for maintenance of the Property and Treatment Facility. For the avoidance of doubt, the reasonable fixed costs shall be administrative in nature and not, among other potential costs, include flow-based or flow-related costs.

F. Delivery to the Treatment Facility. Except for development of transmission lines to deliver NISP water to the Treatment Facility, the Authority shall have no obligation to develop transmission or distribution systems to permit a Party to supply and deliver other sources of raw water to the Treatment Facility for treatment by the Authority.

G. Delivery from the Treatment Facility. The Authority shall deliver Treated Water to each Party's Master Meter. The Authority may own and operate transmission lines extending beyond the boundaries of the Property for the purpose of delivering Treated Water to the Master Meters. It will be the responsibility of each Party to provide transmission and distribution of Treated Water from such Party's Master Meter to such Party's System. The Authority shall have no obligation to develop transmission or distribution systems to supply Treated Water from the Parties' Master Meters to the Parties' respective Systems, nor to supply Treated Water to points other than at the Master Meters.

H. Limitation on Providing Treated Water to Other Entities. The Authority shall not be authorized to provide Water Treatment Services to any person or entity other than a Party. Notwithstanding, any person or entity wishing to receive Treated Water from the Authority may enter into an agreement or arrangements with any one of the Parties to receive all or a portion of such Party's Treatment Capacity Share, in which case the Authority shall have no direct relationship or obligation to such person or entity.

I. Master Planning. Each Party shall provide to the Authority annually, no later than March 1, its estimated peak demand for Treated Water for each of the subsequent ten (10) years. The Authority shall prepare and update, no less frequently than every three (3) years, a capital improvement and master plan to ensure the capability of the Authority to meet the Parties' reasonable demands for Treated Water to be delivered at the location of the Master Meters, including any reasonably necessary Treatment Facility Capital Improvements.

J. Water Quality. The Authority shall promulgate water quality standards for the intake of raw water and the delivery of Treated Water, except that the Authority shall be obligated to, at all times, accept the delivery of NISP water. The Authority shall ensure that all Treated Water delivered to the Parties meets all applicable local, state, and federal laws regarding water quality. Where applicable, the Authority may promulgate water quality standards, treatment standards, and discharge standards, which also may be set out in the Service Contracts.

K. Agreements for Supply and Transmission. The Authority may enter into agreements with other suppliers and distributors of raw water. To facilitate delivery of Treated Water, the Authority may enter into exchange, transmission, or supply agreements. The Authority shall honor any existing or future exchange, transmission, or supply agreements entered into by any of the Parties with other suppliers and distributors of raw water, so long as the role of the

Authority is limited to providing Treated Water for the benefit of a Party at the location of the Master Meters.

L. Transfer of Treatment Capacity Share. A Party may transfer all or a portion of its Treatment Capacity Share from time to time to one or more other Parties, with or without Funding Obligations, in accordance with this Section VI.L. Such transfers shall be memorialized in a separate written agreement executed by the transferring and acquiring Parties (a “Transfer Agreement”). For the avoidance of doubt, nothing contained herein shall prohibit a Party from re-acquiring Treatment Capacity Share that it previously transferred to another Party, subject to the terms and conditions of the Transfer Agreement.

1. Transfer With Funding Obligations. In the case of a transfer with Funding Obligations, the Party acquiring all or a portion of another Party’s Treatment Capacity Share assumes, and the transferring Party shall be relieved of, the transferring Party’s pro rata share of the Funding Obligations associated with the Treatment Capacity Share being transferred, except as may otherwise be set forth in the Transfer Agreement.

2. Transfer Without Funding Obligations. In the case of a transfer without Funding Obligations, the Party acquiring all or a portion of another Party’s Treatment Capacity Share does not assume, and the transferring Party shall remain liable for, the transferring Party’s pro rata share of the Funding Obligations, except as may otherwise be set forth in the Transfer Agreement. While not a requirement, the Parties anticipate that a transfer without Funding Obligations may occur with respect to short-term transfers and re-transfers of Treatment Capacity Share.

3. Notice to the Board of Directors. A Party shall not be required to obtain approval of the Board of Directors to transfer its Treatment Capacity Share to one or more other Parties. The Party shall, however, provide written notice and a copy of the Transfer Agreement to the Board of Directors within thirty (30) days following the transfer.

4. Invalid Transfers. Any transfer of Treatment Capacity Share in contravention of this Section VI.L. shall be void and of no force or effect, and a Party’s rights and obligations under this Agreement shall not be affected by such invalid transfer.

## **VII. Service Contracts and Additional Parties.**

A. Service Contracts. Each Party shall enter into a Service Contract within two (2) years after the establishment of the Authority, unless such time period is extended by the Board of Directors. The Service Contracts may be amended from time to time.

B. Additional Parties to Agreement. Additional governmental or quasi-municipal entities may be added to this Agreement as a party with the unanimous written consent formally approved by the governing body of each Party. An entity added as a party shall enter into a Service Contract with the Authority to define the terms and extent of the service provided by the Authority to the new party and be subject to the terms and conditions required by the Authority. A new party may be assessed, in addition to other reasonable capacity-related fees required to allocate Treatment Capacity Share to such new party, a capital investment fee to cover

its pro rata share of (i) the costs of those capital assets, including but not limited to the cost of the construction of the Treatment Facility, previously purchased or paid by the Authority or provided by the Parties for joint use by all Parties, (ii) the costs to expand or provide additional facilities or infrastructure, as needed, to accommodate new or incremental Treatment Capacity; or (iii) the costs of planned future improvements to the Treatment Facility.

C. Consent of the Parties. Whenever consent of the Parties is required as provided herein, such consent shall not be unreasonably withheld, conditioned or delayed.

## **VIII. Term, Termination and Withdrawal.**

A. Term. This Agreement shall become effective on the date when the Agreement is executed by all the Parties. The term of this Agreement shall be perpetual and shall extend until terminated as provided herein.

B. Termination. Subject to subsection D. below, this Agreement may be terminated, and the Authority thus dissolved, only by the unanimous consent of all Parties to the Agreement at the time of termination, by resolution of the governing body of the Parties, except that if there are only two (2) members of the Authority, notice of withdrawal provided by either Party shall effectuate a termination as of the end of the fiscal year. Upon termination of this Agreement, all assets and property of the Authority shall be liquidated and distributed to the terminating Parties based on their then-current Treatment Capacity Share. Disposal of the assets and property of the Authority shall be in consideration of fair market value, as determined by agreement of the Parties or, if an agreement cannot be reached, by appraisal by a qualified appraiser selected by the Authority. If there are only two Parties and termination is brought about by notice of withdrawal provided by either Party, in case of dispute regarding selection of an appraiser, the two Parties shall each select one appraiser and the two selected appraisers shall select a third appraiser. Valuation shall be determined by the average valuation of the three appraisers.

C. Withdrawal of Parties. A Party may withdraw from this Agreement as of the end of any fiscal year by providing written notice authorized by resolution of the governing body of such Party, provided to the Board of Directors and each Party no later than one hundred eighty (180) days prior to the end of the fiscal year.

1. A withdrawing Party with a Treatment Capacity Share greater than zero percent (0%) shall remain liable for any and all financial obligations incurred by such Party to or on behalf of the Authority, as of the effective date of the withdrawal. A Party that has transferred its Treatment Capacity Share to one or more other Parties with Funding Obligations shall not, upon withdrawal, be liable to the Authority for the Funding Obligations associated with such transferred Treatment Capacity Share, unless otherwise provided in a Transfer Agreement. For the avoidance of doubt, if a Party has transferred all of its Treatment Capacity Share to one or more other Parties with Funding Obligations, such Party shall be deemed to have a zero percent (0%) Treatment Capacity Share upon withdrawal.

2. Withdrawal by any Party shall not cause termination of this Agreement, so long as there remains at least two (2) Parties that have not withdrawn. Dissolution of a Party shall be treated as a withdrawal. Upon withdrawal, a withdrawing Party shall forfeit all

interest, right or title in or to any assets or equity of the Authority, unless the Board of Directors approves a specific agreement to the contrary, and the withdrawing Party's Treatment Capacity Share shall be reallocated amongst the remaining Parties in proportion to each remaining Party's Pro Rata Share Funding Obligations. Such reallocations shall be memorialized in amendments to the affected Service Contracts.

D. No Termination if Outstanding Financial Obligations. This Agreement may not be rescinded or terminated so long as any Authority Obligations are outstanding, unless provision for full payment of such obligations has been made pursuant to the terms of such obligations.

## **IX. Dispute Resolution.**

A. Negotiation. If any Party believes that the Authority is not meeting its obligation to serve Treated Water to that Party or has any other dispute with the Authority, such Party shall have the right to request a meeting with the Authority. Such Party shall provide written notice to the Authority, requesting a meeting within thirty (30) days thereafter to discuss the matter. Such Party and the Authority shall meet within said thirty (30) day period, unless the time period is extended by mutual agreement of the Party and Authority and negotiate in good faith.

B. Mediation. If the Party and the Authority are not able to reach an agreement regarding the Authority's obligation to serve the Party or other disputed issue, such Party may submit the matter to mediation. Unless otherwise agreed to by the Party and the Authority, the mediation shall occur at the Judicial Arbiter Group, Inc., a Colorado corporation, in Denver, Colorado. The Party and the Authority shall share equally in the cost of the mediation.

C. Legal Recourse. In the event the Party and the Authority are unable to arrive at an agreement regarding the Authority's obligation to serve the Party or such other disputed issue within sixty (60) days after the appointment of a mediator, then the Party shall have the right to pursue legal recourse in a court of competent jurisdiction or in such other forum as may be agreed upon between the Party and the Authority. The Party and the Authority shall each bear its own attorney's fees related to the legal proceeding.

## **X. Miscellaneous.**

A. Notices. Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, sent by registered or certified mail, postage prepaid, to the Parties at the addresses, as set forth on each signature page attached hereto, unless another address is certified to the Authority, or sent by electronic mail notification to the chief administrative officer of each party on the condition that the intended recipient acknowledges receipt of the electronic mail.

B. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

C. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the

enforcement of its terms, in any entity or person not a party to this Agreement, including any employees, volunteers, officers, or agents of the Parties.

D. Existing Agreements. This Agreement shall not terminate any existing agreement between any Party, except as expressly noted in this Agreement.

E. Assignments. Except as otherwise provided herein, no Party may assign its rights, title or interests in this Agreement without the unanimous written consent of all the Parties. In the event of an assignment, the governing body of the entity of the new party shall ratify the then-current terms of this Agreement, execute a Service Contract with the Authority, and cause an assignment of this Agreement to be executed.

F. Force Majeure. Except for payments due, no Party nor the Authority, shall be in default by reason of failure in performance of this Agreement if such failure arises out of causes beyond their reasonable control and without their fault or negligence, including acts of God, extreme weather, power failures, flooding, fire, epidemics, quarantine restrictions, and/or strike or civil disorder making it inadvisable or impossible for the Parties or the Authority to comply with this Agreement.

G. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

H. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment shall not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

I. Duplicate Originals; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties consent to the use of electronic and .pdf signatures and agree that the transaction contemplated herein may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S.

J. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as follows:

Executed this \_\_\_\_day of \_\_\_\_\_, 2024, by the Town of Eaton.

**TOWN OF EATON**

By:

\_\_\_\_\_  
Scott E. Moser, Mayor

Attest:

\_\_\_\_\_  
Margaret Jane Winter, Town Clerk

Town of Eaton  
Attn: Town Administrator  
224 1<sup>st</sup> Street  
Eaton, CO 80534

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Town of Severance.

**TOWN OF SEVERANCE**

By:

---

Matthew Fries, Mayor

Attest:

---

Leah Vanarsdall, Town Clerk

Town of Severance  
Attn: Town Manager  
3 S. Timber Ridge Pkwy.  
Severance, CO 80550

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Town of Windsor.

**TOWN OF WINDSOR**

By:

\_\_\_\_\_  
Paul Rennemeyer, Mayor

Attest:

\_\_\_\_\_  
Karen Frawley, Town Clerk

Town of Windsor  
Attn: Town Manager  
301 Walnut Street  
Windsor, CO 80550



Executed this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Fort Collins-Loveland Water District.

**FORT COLLINS-LOVELAND WATER  
DISTRICT**

By:

---

James Borland, Chairman

Attest:

---

Chris Pletcher, Secretary

Fort Collins-Loveland Water District  
Attn: General Manager  
5150 Snead Drive  
Fort Collins, CO 80525

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

A PARCEL OF LAND BEING A PART OF SECTION THIRTY (30), TOWNSHIP EIGHT NORTH (T.08N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 30 AND ASSUMING THE NORTH LINE OF SAID SECTION 30 AS BEARING NORTH 88°15'32" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 2569.53 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 88°15'32" EAST A DISTANCE OF 1200.09 FEET;  
THENCE SOUTH 05°17'52" EAST A DISTANCE OF 474.93 FEET;  
THENCE SOUTH 33°00'46" EAST A DISTANCE OF 723.23 FEET;  
THENCE SOUTH 66°53'27" EAST A DISTANCE OF 216.44 FEET;  
THENCE SOUTH 15°04'48" EAST A DISTANCE OF 426.99 FEET;  
THENCE SOUTH 50°44'20" EAST A DISTANCE OF 745.23 FEET TO THE NORTH-SOUTH ONE-QUARTER (1/4) LINE OF SAID SECTION 30;  
THENCE CONTINUING ALONG SOUTH 50°44'20" EAST A DISTANCE OF 64.51 FEET;  
THENCE SOUTH 30°10'54" EAST A DISTANCE OF 295.76 FEET;  
THENCE SOUTH 36°41'29" EAST A DISTANCE OF 257.08 FEET;  
THENCE SOUTH 13°49'16" EAST A DISTANCE OF 22.99 TO THE EAST-WEST ONE-QUARTER (1/4) LINE OF SAID SECTION 30;  
THENCE CONTINUING ALONG SOUTH 13°49'16" EAST A DISTANCE OF 527.37 FEET;  
THENCE SOUTH 30°04'10" EAST A DISTANCE OF 470.61 FEET;  
THENCE SOUTH 10°17'00" EAST A DISTANCE OF 473.22 FEET;  
THENCE SOUTH 60°52'42" EAST A DISTANCE OF 633.30 FEET;  
THENCE SOUTH 01°48'15" EAST A DISTANCE OF 903.54 FEET TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 30;  
THENCE SOUTH 88°11'28" WEST ALONG SAID SOUTH LINE A DISTANCE OF 684.32 FEET TO THE EASTERLY EDGE OF A 30.00 FOOT WIDE STRIP OF LAND DEEDED TO THE CACTUS HILL DITCH COMPANY DITCH AS RECORDED IN BOOK 250, PAGE 95 OF THE RECORDS OF WELD COUNTY.

THE FOLLOWING 50 COURSES ARE ALONG THE EASTERLY EDGE OF SAID 30.00 FOOT PERMANENT EASEMENT.

THENCE NORTH 13°35'40" EAST A DISTANCE OF 31.26 FEET TO A POINT OF CURVATURE (PC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 91.54 FEET, SAID CURVE HAS A RADIUS OF 95.00 FEET, A DELTA OF 55°12'42" AND IS SUBTENDED BY A CHORD BEARING NORTH 12°19'12" WEST A DISTANCE OF 88.04 FEET TO A POINT OF TANGENCY (PT);  
 THENCE NORTH 39°55'33" WEST A DISTANCE OF 76.83 FEET;  
 THENCE NORTH 45°33'41" WEST A DISTANCE OF 245.28 FEET;  
 THENCE NORTH 37°41'11" WEST A DISTANCE OF 258.26 FEET;  
 THENCE NORTH 24°17'28" WEST A DISTANCE OF 76.83 FEET;  
 THENCE NORTH 14°37'12" WEST A DISTANCE OF 84.13 FEET;  
 THENCE NORTH 08°47'06" WEST A DISTANCE OF 133.60 FEET;  
 THENCE NORTH 21°12'03" WEST A DISTANCE OF 74.38 FEET;  
 THENCE NORTH 24°31'46" WEST A DISTANCE OF 201.79 FEET;  
 THENCE NORTH 02°16'31" WEST A DISTANCE OF 129.79 FEET;  
 THENCE NORTH 21°47'44" EAST A DISTANCE OF 177.10 FEET;  
 THENCE NORTH 28°18'06" EAST A DISTANCE OF 61.19 FEET;  
 THENCE NORTH 01°44'12" WEST A DISTANCE OF 133.97 FEET TO A POINT OF CURVATURE (PC);  
 THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 84.03 FEET, SAID CURVE HAS A RADIUS OF 75.00 FEET, A DELTA OF 64°11'44" AND IS SUBTENDED BY A CHORD BEARING NORTH 33°50'04" WEST A DISTANCE OF 79.70 FEET TO A POINT OF TANGENCY (PT);  
 THENCE NORTH 65°55'56" WEST A DISTANCE OF 100.22 FEET;  
 THENCE NORTH 32°08'17" WEST A DISTANCE OF 125.39 FEET;  
 THENCE NORTH 07°41'08" EAST A DISTANCE OF 137.47 FEET TO A POINT OF CURVATURE (PC);  
 THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 148.92 FEET TO THE NORTH-SOUTH ONE-QUARTER (1/4) LINE OF SAID SECTION 30, SAID CURVE HAS A RADIUS OF 125.00 FEET, A DELTA OF 68°15'35" AND IS SUBTENDED BY A CHORD BEARING NORTH 26°26'40" WEST A DISTANCE OF 140.27 FEET;  
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 45.87 FEET, SAID CURVE HAS A RADIUS OF 125.00 FEET, A DELTA OF 21°01'32" AND IS SUBTENDED BY A CHORD BEARING NORTH 71°05'13" WEST A DISTANCE OF 45.61 FEET TO A POINT OF TANGENCY (PT);  
 THENCE NORTH 81°36'00" WEST A DISTANCE OF 47.75 FEET;  
 THENCE NORTH 69°52'23" WEST A DISTANCE OF 92.25 FEET;  
 THENCE NORTH 50°46'29" WEST A DISTANCE OF 102.45 FEET TO A POINT OF CURVATURE (PC);  
 THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 103.58 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA OF 84°46'40" AND IS SUBTENDED BY A CHORD BEARING NORTH 05°22'27" WEST A DISTANCE OF 94.38 FEET TO A POINT OF TANGENCY (PT);  
 THENCE NORTH 37°00'53" EAST A DISTANCE OF 58.05 FEET TO A POINT OF CURVATURE (PC);  
 THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST A DISTANCE OF 103.19 FEET, SAID CURVE HAS A RADIUS OF 80.00 FEET, A DELTA OF

73°54'26" AND IS SUBTENDED BY A CHORD BEARING NORTH 00°03'40" EAST A  
 DISTANCE OF 96.19 FEET TO A POINT OF TANGENCY (PT);  
 THENCE NORTH 36°53'33" WEST A DISTANCE OF 47.73 FEET;  
 THENCE NORTH 47°09'56" WEST A DISTANCE OF 100.34 FEET TO A POINT OF  
 CURVATURE (PC);  
 THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE  
 OF 102.67 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET, A DELTA OF 84°02'19"  
 AND IS SUBTENDED BY A CHORD BEARING NORTH 89°11'06" WEST A DISTANCE OF  
 93.71 FEET TO A POINT OF TANGENCY (PT); THENCE SOUTH 48°47'45" WEST A  
 DISTANCE OF 107.35 FEET;  
 THENCE SOUTH 61°11'58" WEST A DISTANCE OF 72.29 FEET;  
 THENCE SOUTH 83°35'49" WEST A DISTANCE OF 85.87 FEET;  
 THENCE NORTH 71°00'24" WEST A DISTANCE OF 145.09 FEET;  
 THENCE NORTH 68°27'36" WEST A DISTANCE OF 136.58 FEET;  
 THENCE NORTH 58°15'56" WEST A DISTANCE OF 90.41 FEET;  
 THENCE NORTH 52°49'03" WEST A DISTANCE OF 62.31 FEET TO THE EAST-WEST  
 ONE-QUARTER (1/4) LINE OF SAID SECTION 30;  
 THENCE CONTINUING NORTH 52°49'03" WEST A DISTANCE OF 138.83 FEET;  
 THENCE NORTH 40°38'39" WEST A DISTANCE OF 99.66 FEET;  
 THENCE NORTH 33°15'51" WEST A DISTANCE OF 254.77 FEET TO A POINT OF  
 CURVATURE (PC);  
 THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE  
 OF 68.68 FEET, SAID CURVE HAS A RADIUS OF 102.11 FEET, A DELTA OF 38°32'19"  
 AND IS SUBTENDED BY A CHORD BEARING NORTH 46°21'05" WEST A DISTANCE OF  
 67.40 FEET TO A POINT OF TANGENCY (PT);  
 THENCE NORTH 72°41'01" WEST A DISTANCE OF 158.75 FEET;  
 THENCE NORTH 57°59'09" WEST A DISTANCE OF 74.67 FEET;  
 THENCE NORTH 47°07'44" WEST A DISTANCE OF 516.81 FEET;  
 THENCE NORTH 51°49'12" WEST A DISTANCE OF 76.06 FEET;  
 THENCE NORTH 57°13'20" WEST A DISTANCE OF 74.09 FEET;  
 THENCE NORTH 55°59'55" WEST A DISTANCE OF 73.53 FEET;  
 THENCE NORTH 42°31'15" WEST A DISTANCE OF 153.25 FEET;  
 THENCE NORTH 35°00'05" WEST A DISTANCE OF 113.98 FEET;  
 THENCE NORTH 25°50'52" WEST A DISTANCE OF 80.33 FEET;  
 THENCE NORTH 31°54'09" WEST A DISTANCE OF 197.45 FEET;  
 THENCE NORTH 00°23'30" EAST A DISTANCE OF 1147.85 FEET TO THE POINT OF  
 BEGINNING.

DESCRIPTION PREPARED BY:

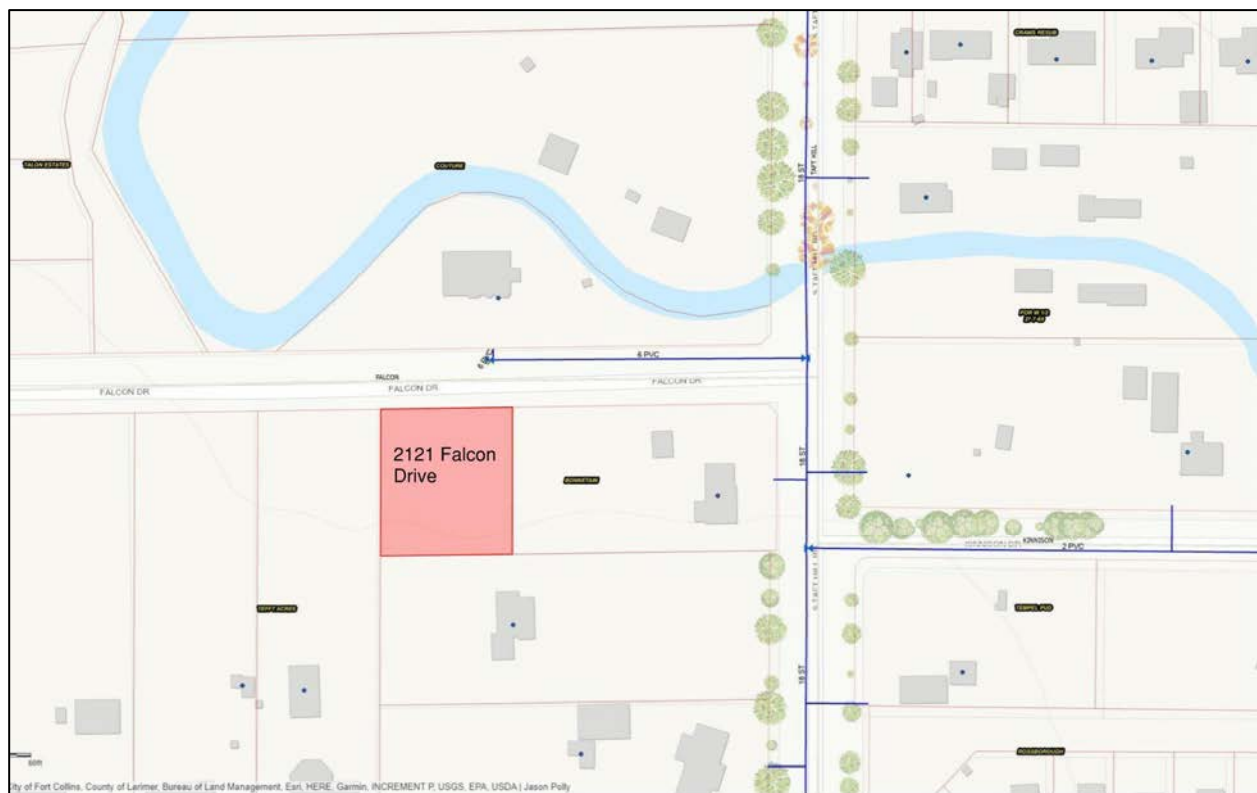
CHRISTOPHER A. DEPAULIS  
 COLORADO LICENSED PROFESSIONAL  
 LAND SURVEYOR #38105  
 KING SURVEYORS  
 650 EAST GARDEN DRIVE  
 WINDSOR, COLORADO 80550

# Fort Collins-Loveland Water District



To: FCLWD Board Members  
From: Engineering Department  
Date: 1/16/2024  
Re: 2121 Falcon Drive - Exclusion

The engineering department has been in communication with the owner of 2121 Falcon Drive (Parcel # 9728123002). They wish to exclude this property from the Fort Collins-Loveland Water District as a Fort Collins Utilities' waterline is in Falcon Drive adjacent to their property. FCLWD does have a 6-inch water line stubbed near this property, but the line is on the opposite side of the street from 2121 Falcon Drive.



The remainder of the subdivision on Falcon Drive is served by Fort Collins Utilities (FCU). If parcels to the west of 2121 Falcon drive subdivide, FCU is in a better position to serve them. We would need to extend a 6-inch dead-end line to serve more customers on Falcon Drive. We strive to limit the number and length of dead-end lines in our system.

Therefore, the engineering department recommends that the Board excludes this property from our service area.

5150 Snead Drive  
Fort Collins, Colorado 80525  
Phone: 970-226-3104  
[www.fclwd.com](http://www.fclwd.com)

**ORDER BY BOARD OF DIRECTORS OF THE  
FORT COLLINS-LOVELAND WATER DISTRICT  
FOR EXCLUSION OF REAL PROPERTY**

WHEREAS, there was filed with the Board of Directors of the Fort Collins-Loveland Water District (the "District") a duly acknowledged Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, signed on behalf of Thierry Bonnetain, one hundred percent (100%) of the fee owners of the real property described in the Petition, requesting that the Board of Directors exclude such property from the District; and

WHEREAS, such Petition was heard at a public meeting of the Board of Directors of the District on January 16, 2024, at the hour of 7:00 p.m. at 5150 Snead Drive, Fort Collins, Colorado, after publication of notice of the filing of such Petition, the place, time and date of such meeting, the name and address of the Petitioner, and a general description of the property to be excluded, in the Fort Collins Coloradoan on January 14, 2024, a copy of which proof of publication is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, no written objection to the exclusion was filed by any person; and

WHEREAS, the Board of Directors, having reviewed such Petition and all relevant information related thereto, hereby determines that:

A. The exclusion of such property will be in the best interests of all of the following: (i) the property itself; (ii) the District; and (iii) the county in which the District is located;

B. The relative costs and benefits to such property justify exclusion from the District's services;

C. The ability of the District to provide economical and sufficient service to both the property to be excluded and all of the properties within the District's boundaries will not be adversely affected;

D. The District will be able to provide services at a reasonable cost, but the costs that would be imposed by other entities in the surrounding area to provide similar services are also reasonable;

E. There will be no effect from either granting or denying the Petition on employment and other economic conditions in the District and surrounding area;

F. There will be no economic impact on the region, District, surrounding area, or State as a whole if the Petition is granted or denied;

G. There are economically feasible alternative services available from other entities in the surrounding area;

H. The additional cost to be levied on other property within the District as a consequence of the exclusion is nominal; and

I. The District currently has outstanding bonded indebtedness for which such properties are and will remain liable as follows:

Lot 2, BONNETAIN SUBDIVISION  
City of Fort Collins, County of Larimer, State of Colorado

WHEREAS, it is deemed to be in the best interest of the District and the Petitioner that such property be excluded from the District.

IT IS THEREFORE ORDERED that such Petition be granted as to the real property described herein, subject to the continuing obligation of such property to retire its proportionate share of all outstanding bonded indebtedness of the District and interest thereon existing immediately prior to the effective date of the Court's Order of Exclusion, pursuant to the provisions of Section 32-1-503(1), C.R.S.; and that the boundaries of the District shall be altered by the exclusion of the real property described herein; and that the District Court of Larimer County, Colorado, in which Court an Order was entered establishing this District, be requested to enter an Order that such real property be excluded from the District.

I certify that the foregoing Order was unanimously passed at a meeting of the Board of Directors of the Fort Collins-Loveland Water District, duly called and held on January 16, 2024, at the hour of 7:00 p.m., and that the undersigned is the duly acting and authorized Chairman of the District.

FORT COLLINS-LOVELAND WATER  
DISTRICT

By: \_\_\_\_\_  
Jim Borland, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

## PETITION FOR EXCLUSION OF LAND

---

### IN THE MATTER OF FORT COLLINS-LOVELAND WATER DISTRICT

---

#### TO THE BOARD OF DIRECTORS OF THE DISTRICT:

The undersigned Petitioner, being the fee owner of one hundred percent (100%) of the real property hereinafter described ("Property"), hereby prays that such Property be excluded from the Fort Collins-Loveland Water District, as provided by law, and for cause, states that:

1. Assent to the exclusion of such Property from the District is hereby given by the undersigned, who is the fee owner of such Property.
2. Petitioner understands that there shall be no withdrawal from this Petition after publication of notice by the Board, without the consent of the Board.
3. The exclusion of such Property from the District shall be subject to any statutory condition of exclusion, as well as all terms and conditions established by the Board and accepted by Petitioner.
4. This Petition is accompanied by a deposit of \$500, to be applied toward all costs of the exclusion proceedings, as required by statute.
5. The Property is accurately described as follows:  
  
See Exhibit A attached hereto and incorporated herein by this reference.
6. It is in the best interests of the Property that the Property be excluded from the District.
7. It is in the best interests of the District that the Property be excluded from the District.
8. It is in the best interests of the county or counties within which the District is located that the Property be excluded from the District.
9. The relative costs and benefits to the Property justify the exclusion.
10. The District will still be able to provide economical and sufficient service to all of the properties within the District's boundaries following exclusion of the Property.
11. The District is able to provide services at a reasonable cost, but that there are other special districts in the area of the Property which can provide similar services at a reasonable cost.



12. Neither granting nor denying the Petition will have any effect on employment and other economic conditions in the District and surrounding area.

13. Neither granting nor denying the Petition will have any economic impact on the region, the District, the surrounding area, or the state as a whole.

14. There is economically feasible alternative service available from another special district in the area of the Property.

15. The additional cost to be levied on other property within the District if exclusion is granted will be negligible.

WHEREFORE, Petitioner prays that the Board of Directors of the District:

A. Set a public meeting for hearing on this Petition and publish notice thereof in accordance with Section 32-1-501(2), C.R.S.

B. Order this Petition be granted in accordance with Section 32-1-501(4)(a)(I), C.R.S.

PETITIONER: [Signature]

By:

Name:

THIERRY BONNETAIN

Title:

N/A

Address:

3021 S. TAFT HILL ROAD  
FORT COLLINS, CO, 80525

STATE OF COLORADO )

)

ss.

COUNTY OF Larimer )

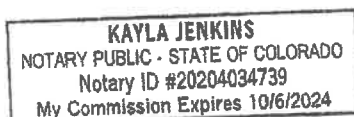
)

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2023 by Thierry Bonnetain as \_\_\_\_\_ of \_\_\_\_\_

Witness my hand and official seal.

My commission expires:

10/6/2024



[Signature]  
Notary Public

**NOTICE OF OPEN MEETING FOR HEARING ON PETITION  
FOR EXCLUSION OF REAL PROPERTY  
FROM THE FORT COLLINS-LOVELAND WATER DISTRICT**

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of real property has been filed with the Board of Directors of the Fort Collins-Loveland Water District. The Board of Directors has fixed Tuesday, the 16th day of January, 2024, at the hour of 7:00 p.m., at 5150 Snead Drive, Fort Collins, Colorado, as the date, time and place of an open meeting at which such Petition shall be heard.

The name and address of the Petitioner is:

Thierry Bonnetain  
3021 S. Taft Hill Road  
Fort Collins, CO 80525

The property to be excluded from the District is generally described as follows:

Lot 2, BONNETAIN SUBDIVISION  
City of Fort Collins, County of Larimer, State of Colorado

All interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.

BY ORDER OF THE BOARD OF DIRECTORS OF THE FORT COLLINS-LOVELAND DISTRICT.

FORT COLLINS-LOVELAND WATER  
DISTRICT

By: /s/ Chris Pletcher  
Secretary

Published in:

Published on: \_\_\_\_\_, 20\_\_

## Ad Preview

### NOTICE OF OPEN MEETING FOR HEARING ON PETITION FOR EXCLUSION OF REAL PROPERTY

#### FROM THE FORT COLLINS- LOVELAND WATER DISTRICT

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of real property has been filed with the Board of Directors of the Fort Collins- Loveland Water District. The Board of Directors has fixed Tuesday, the 16th day of January, 2024, at the hour of 7:00 p.m., at 5150 Snead Drive, Fort Collins, Colorado, as the date, time and place of an open meeting at which such Petition shall be heard.

The name and address of the Petitioner is:

Thierry Bonnetain  
3021 S. Taft Hill Road  
Fort Collins, CO 80525

The property to be excluded from the District is generally described as follows:

Lot 2, BONNETAIN SUBDIVISION  
City of Fort Collins, County of Larimer, State of Colorado

All interested parties may appear at such hearing to show cause in writing why such Petition should not be granted.

BY ORDER OF THE BOARD OF  
DIRECTORS OF THE FORT  
COLLINS-LOVELAND DISTRICT.  
FORT COLLINS-LOVELAND  
WATER  
DISTRICT

By: /s/ Chris Pletcher  
Secretary  
9724397  
Coloradoan  
Jan 14, 2024

# Fort Collins-Loveland Water District



To: FCLWD Board of Directors

From: Carlos Medina, PE – Civil Engineer III

Date: 1/16/2024

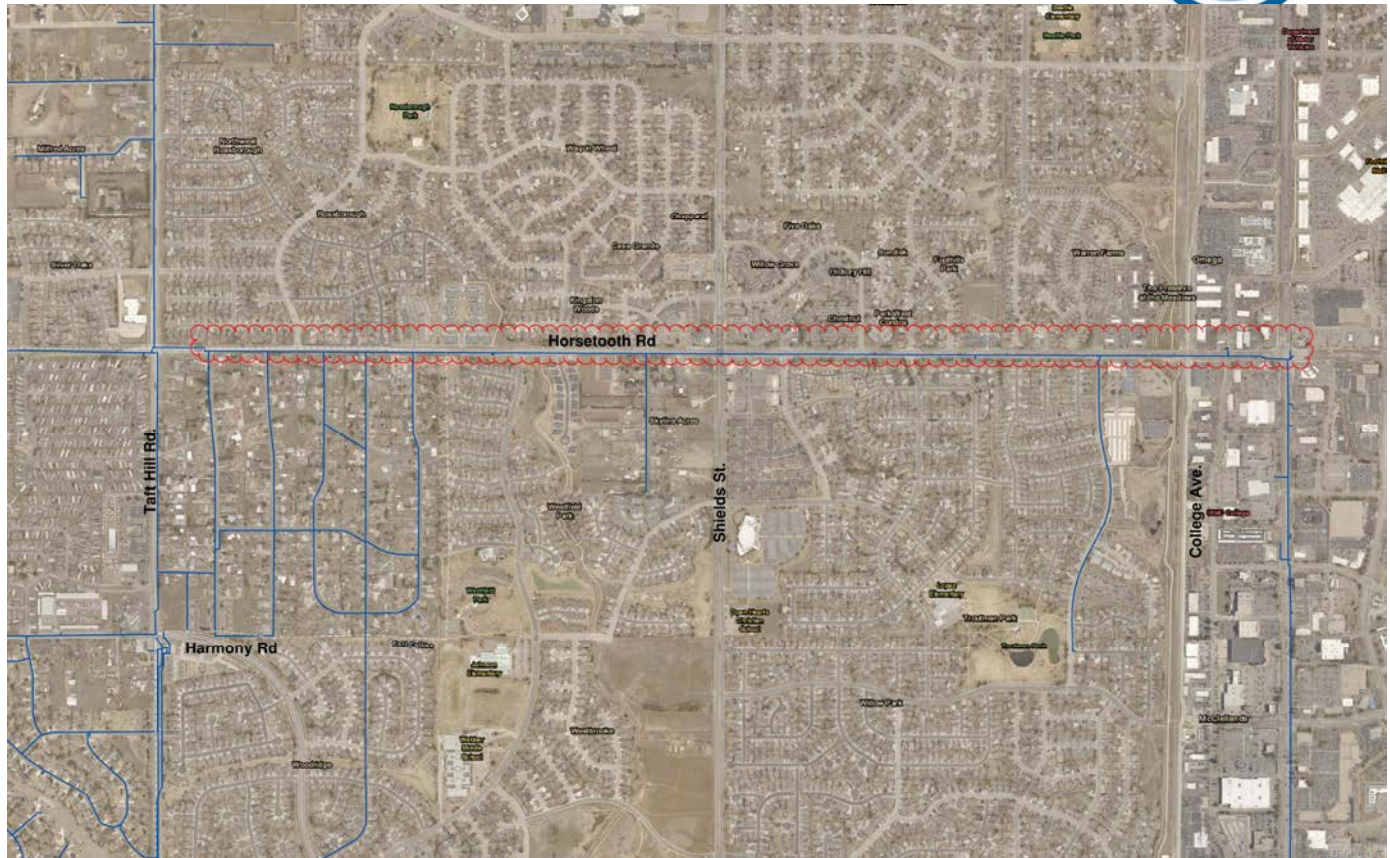
Re: Subsurface Utility Engineering (S.U.E.) – Horsetooth from Taft Hill to College - Allocation Request #01

The District is in the process of trying to gather more information about its existing utilities, especially the concrete transmission lines. Many of these transmission main installations predate the use of tracer wire and currently, the District doesn't have any means of locating these pipes other than as-built maps and the surface features (such as valves) that can be found. It is important we know exactly where these waterlines are and that we have a means to locate these lines with better accuracy in the future.

Kinetic Industry was selected to perform potholing and locating for the capital projects teams for the waterlines that are beyond the capabilities and capacity of District staff. Currently the capital project team is working on an alignment for the Zone 5 project in Horsetooth Road where an existing 16-inch concrete water line needs to be accurately located (horizontally and vertically) to aid in the determination of the proposed project alignment. Additionally, Xcel will be working in this corridor over the next 2 years boring a new high pressure gasline. Horsetooth Road is a high volume arterial road and has a large pavement cross section. For these reasons, the job will require traffic control, a core drill machine, a larger vacuum truck than the District currently owns, and comprehensive oversight by the District.

This allocation request will execute a task order to locate the existing 16-inch concrete water line via potholing, collecting GPS data on the existing pipeline by District staff, and installation of locate balls so the pipeline can be accurately located in the future. Task Orders will only be executed if warranted and with a defined scope, fee, and a not to exceed cost. If any costs arise that exceed this allocation request, the team will return to seek board approval.

# Fort Collins-Loveland Water District



The table below shows an estimated breakdown of the allocation request.

Allocations			
Project	Subsurface Utility Engineering		
Project Number	PROJ.0046.01		
Estimated Timeline	3 months		
Allocation #	1		
Allocation Approval Date:	24.01.16		
Allocation Approval Amount:	\$ 66,000.00		
Item/Contingency/Risk	Allocation Amount	Entity	Comment
Kinetic Industry Pothole Services	\$ 50,000.00	Kinetic	Scope/Fee in progress
Additional potholes	\$ 10,000.00	Kinetic	Allowance for additional potholes and utility locates not in scope, additional traffic control required
Incidentals	\$ 6,000.00		
Allocation Request	\$ 66,000.00		

## Recommendation:

We recommend Board approval to allocate \$66,000 for Horsetooth from Taft Hill to College Ave S.U.E. Project.



## Fort Collins-Loveland Water District

Budget Line Item:	8540 Distribution System (Operating)
Annual Budget:	\$12,078,000
Actual on 01/01/2024:	\$0
Requested Amount:	\$66,000



# Fort Collins-Loveland Water District



To: FCLWD Board of Directors

From: Carlos Medina, PE – Civil Engineer III

Date: 1/16/2024

Re: Trilby Tank Expansion Project -Allocation Request #02

It has been identified that the FCLWD total finished water storage needs to be significantly increased in the coming five to ten years to better buffer current Maximum Day Demands of 25 MG. Previous studies identified an opportunity to expand storage near the existing Trilby Tank sites on the north side of Trilby Road near the future Larimer County Transfer Station Location. Storage at this location would increase the District's storage capacity by 6 MG.

Stakeholder communications with Larimer County have been encouraging, however the design team is still working towards the procurement of the proposed tank site and pipeline alignment easements. Engineering staff would like to advance the tank design and supporting distribution pipeline to continue discussions with Larimer County, City 1041 permitting, activities, timing, costs, etc. The allocation request will execute a Task Order the design team to move to 70% design and continue coordination with Larimer County's and the City of Fort Collins 1041 process, start the land acquisition process, start the purchase process for permanent and temporary easements, work towards the submittal to Colorado Department of Public Health & Environment (CDPHE), as well as address/investigate potential design risks. There are pending decision items that will affect trajectory of this project and the allocation will allow the team to make quick decisions and execute work in a timely manner to keep the project moving. Construction is anticipated for Fall of 2024. Task Orders will only be executed if warranted and with a defined scope, fee, and a not to exceed cost. The team will also seek board approval for any costs exceeding this allocation request.



5150 Snead Drive  
Fort Collins, Colorado 80525  
Phone: 970-226-3104  
Fax: 970-226-0186  
[www.fclwd.com](http://www.fclwd.com)

# Fort Collins-Loveland Water District



The table below shows an estimated breakdown of the allocation request.

Allocations			
Project	Trilby Tank Expansion		
Project Number	PROJ-0077		
Estimated Timeline	4-9 months		
Allocation #	2		
Allocation Approval Date:	24.01.16		
Allocation Approval Amount:	\$ 782,000.00		
Item/Contingency/Risk	Allocation Amount	Entity	Comment
Additional Data Collection/Field Investigation	\$ 23,000.00	RESPEC/KUMAR/KING	Bore holes for vaults & pipelines, additional survey, verification of tank elevations, additional site environmental work
Controls Building Design	\$ 111,900.00	RESPEC/ALLY	Controls building layout, architectural, structural, mechanical and electrical design, and SCADA, Permitting of new building
4MG Tank Valve and Flow Meter Vaults	\$ 17,600.00	RESPEC/ALLY	4 MG Tank valve vault layout, piping , and structural design
Project Management/Coordination	\$ 123,000.00	RESPEC/ALLY	meetings, stakeholder coordination, etc.
Tank, Valve Vault, Site Layout, and Piping Design	\$ 281,100.00	RESPEC/ALLY/CTA	Design of the 6MG Tank, site
City of Fort Collins1041 Permitting	\$ 60,400.00	RESPEC/ALLY WESTERN STATES/LARIMER COUNTY	Permit submittals, coordination, permit fees
Acquisitions/Property Negotiations	\$ 150,000.00		Property acquisition, Parcel, easements
Incidentals	\$ 15,000.00		
Allocation Request	\$ 782,000.00		

## Recommendation:

We recommend Board approval to allocate \$782,00 for the Trilby Tank Expansion Project.

Budget Line Item: 9140 Distribution (Non-Operating)

Annual Budget: \$54,010,000

Actual on 1/1/2023: \$ 0

Requested Amount: \$782,000



# Fort Collins-Loveland Water District



To: FCLWD Board of Directors

From: Linsey R. Chalfant, PE – Civil Engineer III

Date: 1/16/2024

Re: Zone 5 Transmission Project-Phase II-Allocation Request #02 (Final Design)

Zone 5 is a 24" multi-phase transmission project stretching approximately 8 miles in Fort Collins that conceptually extends from the intersection of Horsetooth Road/Taft Hill Road east to Harmony Road/ Zeigler Road. The final alignment is still being evaluated and is subject to change. Existing FCLWD infrastructure is undersized for current and future flow needs, resulting in dependence on pump stations and alternative water delivery sources. The Zone 5 project will increase hydraulic capacity and improve overall system performance and reliability throughout our service area, reducing our dependence on pump stations and alternative water delivery sources.

- Phase 1 of the Zone 5 Project (Manhattan Avenue and Troutman Parkway from Horsetooth Road to College Avenue-shown in dark blue below) was constructed in 2023.
- Phase 2 is anticipated to go to construction in the spring of 2024 and will extend from Horsetooth Road/Taft Road to Manhattan Avenue (shown in red below).

The project team has previously advanced the alignment study for future phases and initiated preliminary design on Phase II as part of Allocation Request #1. The project team would like to progress Phase II to final design to meet a spring 2024 construction start. This allocation request includes consultant/contractor budgets to perform additional field data collection, complete ditch crossing agreements, and execute task orders to complete final design. It is expected to take 5 or more years to complete the remaining phases of the Zone 5 project.



# Fort Collins-Loveland Water District



The table below shows an estimated breakdown of the allocation request.

Allocations			
Project	Zone 5 Transmission-PHII		
Project Number	PROJ-0025.02		
Estimated Timeline	6 months		
Allocation #	2		
Allocation Approval Date:	24.01.16		
Allocation Approval Amount:	\$ 555,000.00		
Item/Contingency/Risk	Allocation Amount	Entity	Comment
Consultant Design Services	\$ 325,000.00	Consultant	Estimate-Scoping in progress
City 1041 Submittal Risk	\$ 60,000.00	Consultant/District	Consultant Fees and Submittal Fee
Ditch Crossing Agreement	\$ 40,000.00	Consultant/District	Consultant Fees and Submittal Fee
Data Collection/Field Investigation	\$ 30,000.00	Consultant	Additional geotech, surveying, potholing, etc.
Project Management/Coordination	\$ 50,000.00	District	Meetings, stakeholder coordination, outreach, utility relocations, other fees, etc.
Incidentals	\$ 50,000.00		
Allocation Request	\$ 555,000.00		

## Recommendation:

We recommend Board approval to allocate \$555,000 for Phase II of the Zone 5 Transmission Project.

Budget Line Item:	9140 Distribution (Non-Operating)
Annual Budget:	\$54,010,000
Actual on 1/1/2024:	\$ 0
Requested Amount:	\$555,000

# Fort Collins-Loveland Water District



To: FCLWD Board of Directors

From: Linsey R. Chalfant, PE – Civil Engineer III

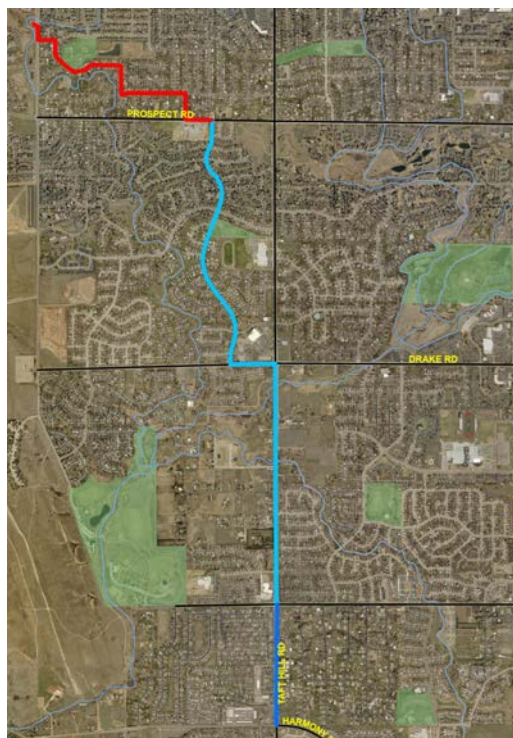
Date: 1/16/2024

Re: Western Backbone Transmission Project-Phase II-Allocation Request #02-Final Design

Western Backbone is a 42" multi-phase transmission project extending 4 miles in western Fort Collins from Overland Pump Station to the Taft Pump Station. This project will replace an intersection bottleneck in the system at West Prospect and South Overland Trail and undersized transmission mains along the western edge of our service area, increasing hydraulic capacity and improving overall system performance. The completion of this project is critical to continue to deliver reliable and affordable water to our customers. By installing larger capacity transmission mains, the District can optimize delivery of its Soldier Canyon Filter Plant source water over the use of City of Fort Collins interconnects during peak water use periods.

- Phase 1 of the Western Backbone Project (Taft Hill Road from Horsetooth Road to Harmony Road-shown in dark blue below) was constructed in 2023.
- Phase 2 is anticipated to go to construction in the summer of 2024 and will extend southeast from the Overland Pump Station to Prospect Road (shown in red below).

The project team has previously advanced the alignment study for future phases and initiated preliminary design on Phase II as part of Allocation Request #1. The project team would like to progress Phase II to final design to meet a summer/fall 2024 construction start. This allocation request includes consultant/contractor budgets to perform additional field data collection and execute task orders to complete final design. It is expected to take 3 or more years to complete the remaining phases of The Western Backbone project.



5150 Snead Drive  
Fort Collins, Colorado 80525  
Phone: 970-226-3104  
Fax: 970-226-0186  
[www.fclwd.com](http://www.fclwd.com)

# Fort Collins-Loveland Water District



The table below shows an estimated breakdown of the allocation request.

Allocations			
<b>Project</b>	Western Backbone Transmission-PHII		
<b>Project Number</b>	PROJ-0026.02		
<b>Estimated Timeline</b>	6 months		
<b>Allocation #</b>	2		
<b>Allocation Approval Date:</b>	24.01.16		
<b>Allocation Approval Amount:</b>	\$ 590,000.00		
Item/Contingency/Risk	Allocation Amount	Entity	Comment
Consultant Design Services	\$ 400,000.00	Consultant	Estimate for Final Design
Data Collection/Field Investigation	\$ 40,000.00	Contractor/Consultant	Additional geotech, surveying, potholing, sewer service locating, etc.
City 1041 Submittal Risk	\$ 60,000.00	Consultant/District	Consultant Fees and Submittal Fee
Project Management/Coordination	\$ 40,000.00	District	Meetings, stakeholder coordination, outreach, utility relocations, other fees, etc.
Incidentals	\$ 50,000.00		
<b>Allocation Request</b>	\$ 590,000.00		

## Recommendation:

We recommend Board approval to allocate \$590,000 for Phase II of the Western Backbone Project

Budget Line Item:	9140 Distribution (Non-Operating)
Annual Budget:	\$54,010,000
Actual on 1/1/2024:	\$ 0
Requested Amount:	\$590,000



# Fort Collins-Loveland Water District



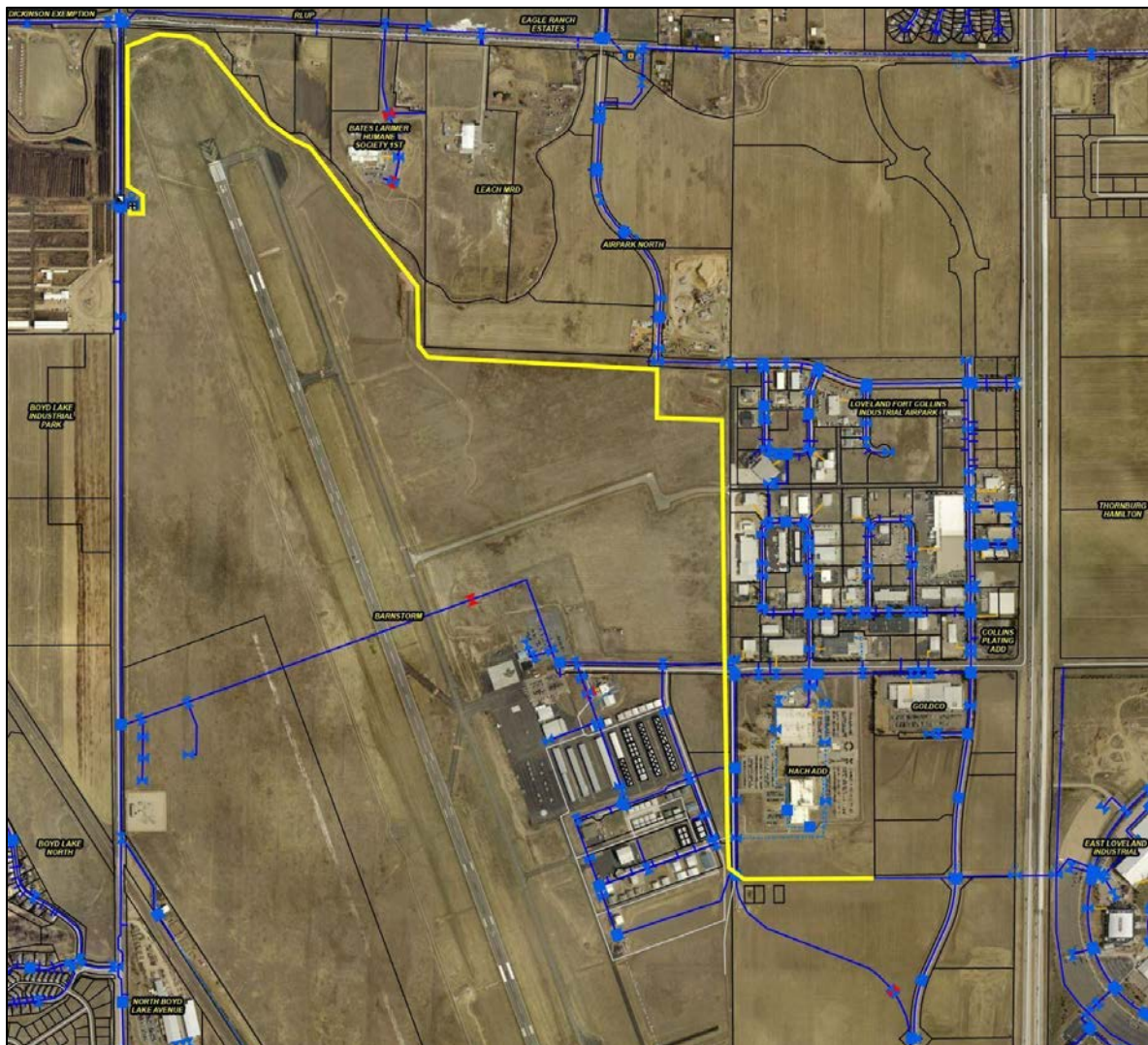
To: FCLWD Board of Directors

From: Sam Lowe, PE – Civil Engineer III

Date: 1/16/2024

Re: Airport Transmission Project – Pipe Material Selection

**Project Overview** - The Airport Transmission project consists of 2.7 miles of 24-inch diameter transmission main around the Northern Colorado Regional Airport (as shown in yellow in the figure below). This transmission line, in conjunction with upgrading the Airport Pump Station, will provide redundancy to the CR30 Pump Station providing service to the District's growing southeast pressure zone. This project will connect to one mile of 24-inch pipe that has already been built under Interstate 25 and around The Ranch complex. A final phase of the transmission project still needs to be constructed from Steeplechase Drive to the elevated Crossroads Tank (0.5 miles).





# Fort Collins-Loveland Water District

The majority of the pipeline alignment for the Airport Transmission Project is within the Airport property. There are very few utility crossings and limited future development potential in this area and therefore selection of a fusible material with a high construction production rate will save duration and costs to the project.

**Material Comparisons** – When using a plastic pipe, FCLWD specifications dictate DR 18 C900 PVC. During the design phase of the project, the team (Owner, Engineer, & Contractor) compared High Density Polyethylene (HDPE) pipe and fusible PVC (FPVC), to determine which material would be the best fit for this project. Comparing straight material costs, HDPE is less expensive per lineal foot than the FPVC, the design team was tasked with deciding at what price point to select HDPE pipe.

To compare and assess for suitability for this project, the team compiled a matrix of advantages and disadvantages to differentiate between the two materials. Input to this matrix included data from the material suppliers, as well as construction experience from the contractor, engineer and owner.

Below is a discussion of the major differentiators between the two materials.

**1) Future Maintenance / Resiliency** – From a risk perspective, if this transmission line were to fail in the future, a quick repair would be critical to deliver water to the southeast area of our system. PVC is a very common pipe material in our distribution system. District staff repairs PVC pipe and stocks a small quantity of repair parts as needed for distribution lines (generally up to 24 inches). Currently, standard operating procedure for a 24-inch diameter repair would be to utilize an on-call contractor who is better equipped to repair a large-diameter transmission pipe. The parts needed for a PVC repair are either on hand at the District or could easily be procured from Norther Colorado parts distributors.

HDPE repair parts would need to be procured from outside the Denver region or stocked on site. Fixing HDPE point repairs would not be more complex than an equivalent break on PVC, however, a break requiring cutting out a section of pipe would require the use of specialty equipment such as electrofusion equipment. Making a solid sleeve repair to HDPE is not as straight forward as making a similar repair on PVC. Use of HDPE would require additional maintenance overhead costs to ensure any failure would be limited in duration and performed quickly.

**2) Pipe Size** – The hydraulic modeling done in support of this project has shown a 24-inch pipeline will be required. Additionally, a surge analysis was made based on historic data from the County Road 30 Pump Station. This analysis, coupled with surge calculations, led us to the two pipes that were considered: 24" FPVC DR 18 and 30" HDPE DR 11.

Since HDPE is not as strong of a material as PVC, a thicker wall is needed for the HDPE pipe. HDPE lists their pipe based on outside diameter, so to get an approximate inside diameter of 24 inches, a 30" pipe is required. This larger outside diameter requires either bigger valves or a fitting-intensive construction sequence to reduce back to the standard 24" valve size.



## Fort Collins-Loveland Water District

**3) Construction Speed** – Excavations with stick pipe are done with a backhoe, while fusible pipe can be installed with a trencher. The majority of the project will utilize fusible pipe. The fusible portions of the job will go faster than traditional PVC bell and spigot (stick) pipe. Portions of the alignment will need to be installed with standard stick pipe near the southeast end of the project due to the number of utility crossings. If FPVC is used, 2,450 additional linear feet of the alignment could be installed using the FPVC and trenching methods. If HDPE is selected, it is not effective to switch back from PVC stick pipe to HDPE and therefore, more stick pipe will need to be installed; slowing down construction.

**4) Hydrocarbon Permeation** – Although we are not aware of any hydrocarbon (diesel, jet fuel, oil, etc.) contamination along our alignment, airports are a location where such spills can exist. HDPE's chemical composition allows permeation of hydrocarbons. PVC material is resistant to hydrocarbon permeation and thus preferred for this application.

**5) Cost** – HDPE is a more economical material. The pricing we received for the two materials were as follows:

30" HDPE DR 11: \$110.00/LF

24" FPVC DR 18: \$154.85/LF

The material price difference combined with the construction efficiencies listed above (handling of valves, length and speed of material installed) result in the HDPE being about \$300,000 less expensive than using fusible PVC (FPVC).

**Material Selection** – Based on the factors presented above, the design team has selected 24" FPVC DR 18 over the (hydraulically) equivalent 30" HDPE DR 11 pipe for the Airport Transmission project. A cost savings of \$300,000 over the length of a 2.7-mile project does not outweigh the long-term maintenance and risk considerations of HDPE.

The use of HDPE is still an alternative pipe material that the District can consider for future projects where its characteristics are a good fit for its use.

# TRI-DISTRICTS

## East Larimer County ~ Fort Collins Loveland ~ North Weld County Water Districts

To: Chris Pletcher, Fort Collins-Loveland Water District Manager

From: Tri-Districts Water Resources and Lyons Gaddis

Date: January 11, 2024

Re: **Summary of Pennington WSSC Purchase Diligence**

### **Issue**

Fort Collins-Loveland Water District (FCLWD) is under contract to purchase 2.0 Water Supply and Storage Company (WSSC) share Certificate Nos. 6911 and 6912 from James and Dianne Pennington.

### **Background**

Water Resources and FCLWD's legal counsel (Lyons Gaddis) completed an evaluation during the diligence period to identify any issues that would prevent completion of the purchase, decrease the value of the shares, or reduce the anticipated yield in a future water court change of use case.

- FCLWD and the Pennington's executed a Purchase and Sale Agreement for the water and 145 acres of land on September 19, 2023, and amended the agreement on November 16, 2023, and December 12, 2023.
- FCLWD provided \$50,000 in earnest money for the WSSC shares.
- The 2.0 WSSC shares were historically used on two properties owned by Alkire Farms Inc., a family business owned by the Penningtons.
- The diligence or feasibility period ends on January 19, 2024.
- The latest day for closing identified in the purchase contract is February 23, 2024.

A summary of the Title Objections to the land purchase was provided in a separate letter from Suzan Fritchel at Lyons Gaddis dated December 4, 2023. Alison Gorsevski of Lyons Gaddis has also provided a summary of her review of the other water assets associated with the property.

### **Diligence Activities**

Diligence activities were performed for the WSSC shares.

- Completed a review of the share trace from WSSC to confirm ownership of each share.
- Researched historical aerial photos and delineations to determine the extent of historical irrigation.
- The Pennington's historically used the 2.0 shares in WSSC Sector 4.



- Reviewed historical records of cropping patterns and irrigation practices.
- Conducted an interview related to the historical use of the water with Mr. J.R. Pennington.
- Conducted an interview related to the historical use of the water with Mr. Justus Pettit who farmed the property associated with the 2.0 WSSC shares from 2000-2022.
- Obtained statement of historical use affidavits from Mr. Pennington and Mr. Pettit.
- Identified the future dry-up areas and possible recharge areas on the historically irrigated parcels.
- Prepared an estimate of the potential yield in a future water court change of use case.
- Water Resources and Lyons Gaddis prepared initial documentation to support a future water court application.

#### Summary of Historical Use

- The WSSC shares have been used for irrigation consistently on the property by the family since the 1950's.
- Aerial photographs and the historical use questionnaire confirmed the continued irrigation use on the Alkire Farm for crops including alfalfa, corn, pasture grasses, beans, and sugar beets.
- Water Resources staff obtained affidavits documenting the water use on the same corresponding parcel(s) since 2000.
- Water was delivered to the property via the Pierce Lateral at headgates 45 and 46 (Exhibit A).
- Irrigation tailwater from the WSSC shares and wells were retimed and reused via a sump and Crom Lake.

#### Anticipated Yield

- Converted WSSC share yields vary throughout the system and are based in part on a sector analysis.
- The most recent decree for WSSC shares was completed by ELCO in Case No. 18CW3076 dated September 23, 2020.
- During the diligence period, the 2.0 shares were determined to have a similar pattern of historical use as other shares from Sector 4 that were changed in Case No. 18CW3076. The historical consumptive use of those shares was evaluated using a parcel-specific analysis.
- Shares from WSSC Sector 4 are estimated to yield an annual average of 53.2 acre-feet per share.
  - There are higher major lateral losses assessed for the Pierce Lateral. Therefore, shares that were historically delivered to farm locations off of the Pierce Lateral,

resulted in a lower yield per share than shares that were delivered from the Larimer County Canal mainstem.

- Each of the major laterals are assessed a fixed amount which were determined in the original WSSC decree completed by Thornton.
- Shares historically delivered through the Pierce Lateral must leave 15.2% for ditch loss to be used by WSSC maintain deliveries to the remaining agricultural shareholders.
- The anticipated yield from these 2.0 shares after a future water court case would be approximately 106.4 acre-feet.
  - A full analysis of the historical use of the 2.0 shares will be prepared as part of the water court case.
- This water right has both native and transmountain components that will diversify FCLWD's portfolio and secure a water supply to meet future demands.

#### Recharge Requirement and Return Flow Replacement

- The WSSC water court decree template divides the WSSC system into 5 return flow sectors from west to east.
- FCLWD will use water released from Overland Ponds and reusable effluent from the South Fort Collins Sanitation District discharged into the Poudre River to replace a portion of the required return flows.
- Consistent with other WSSC water court decrees, FCLWD will be required to recharge a portion of the historical return flows from these shares that were used in WSSC Return Flow Sector 4.
- A future decree will require the volume of water that is delivered to recharge to be calculated from the number of shares converted and the number of delivery days under the WSSC system each year.
  - The Sector 4 recharge obligation is equal to 0.2 acre-feet per WSSC share, per delivery day. The actual volume to be recharged in any given year will be dependent on the number of delivery days under the WSSC system during the prior year and will be calculated in the decree accounting. As an example, using 2022's delivery days, 79, the anticipated recharge volume would be 31.6 acre-feet required for the 2.0 shares in Sector 4.
- FCLWD will use part of the 145 acres of land purchased with the WSSC shares as a recharge basin in the future. Additional geotechnical investigation will be necessary to evaluate the feasibility of recharge on the property.

#### Alkire Well

- The Alkire Well was used as a source of supplemental irrigation water supply on the western parcel (Parcel 1). FCLWD will acquire Well No. 9128-F known as the Alkire Well if FCLWD purchases the land.
- The well was decreed for irrigation on 160 acres of land with water rights to pump up to 0.67cfs in Case No. W-1188.
- The well is augmented by the Cache la Poudre Water Users Association (CLP Plan).
- The Alkire Well and neighboring Kerr Well are piped together and have been operated together. The seller suggests closing off the intersect between wells.
- It is unlikely that the District will be able to file a change of water rights associated with Alkire Well, and use of that well will be limited to irrigation uses on the land.

#### Timeline Prior to Closing

- Confirm the lien on the WSSC shares will be released prior to closing.
- Send the share certificates and stock assignments to Heather Thiede who coordinates the transfers for the WSSC office by January 31 for the February 14 WSSC Board meeting.
- Send the share certificate and stock assignment to Sue Woods of the Pierce Lateral Company for transfer to FCLWD by January 31, 2024, or sooner.

#### Documents to Escrow for Closing

- Copy of WSSC Share Certificates Nos. 6911 and 6912.
- New WSSC Share Certificates.
- Copy of Stock Assignments for WSSC shares.
- Pierce Lateral Certificate No. 662 and No. 665.
- Pierce Lateral Stock Assignment.
- Special Warranty Deeds for WSSC certificates.
- Special Warranty Deeds for Pierce Lateral Certificate.
- Historic Use Affidavits.
- Well ownership transfer application to the Division of Water Resources.
- CLP Plan augmentation transfer.

#### Next Steps after Closing

- Water Resources will propose a schedule for the development of a water court application and supporting engineering reports after FCLWD obtains an operating agreement with WSSC.
- Water Resources will coordinate revegetation of the property prior the development of the land to meet WSSC decree dry-up requirements.

- Water Resources will support the geotechnical work to identify the location for a future recharge site.

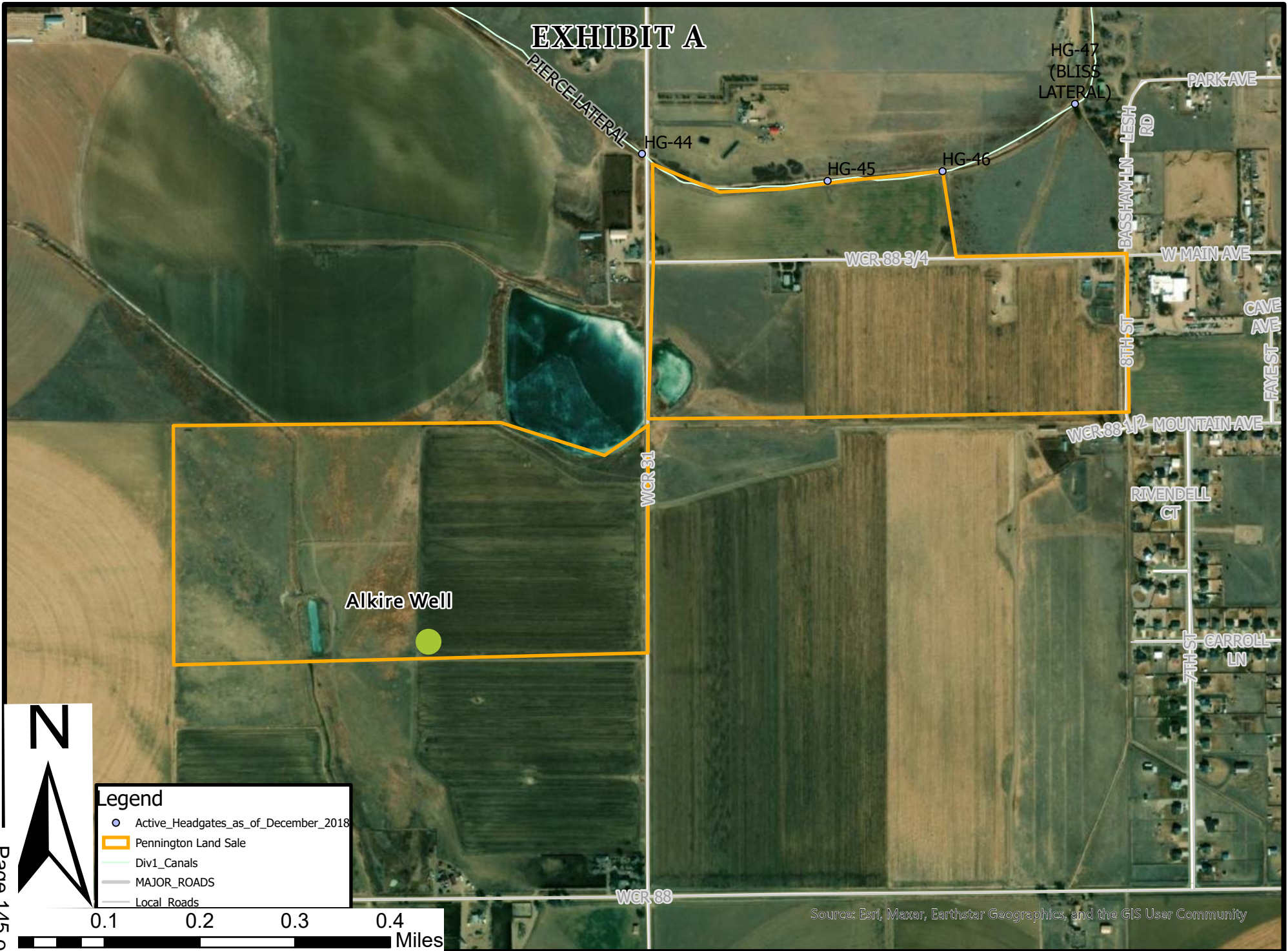
**Recommendation**

Based on the historic use information and dry-up covenant obtained, and as long as the Seller complies with all of the conditions precedent agreed to in the Water Rights Purchase and Sale Agreement, Water Resources and legal counsel recommend that the Fort Collins-Loveland Water District proceed to closing to complete the acquisition of the 2.0 shares from Mr. Pennington as described in the Agreement.

**Motion for approval**

Motion to authorize legal counsel to notify JR Pennington that FCLWD intends to proceed to closing for execute the PSA to the purchase of the 2.0 WSSC shares.

# EXHIBIT A









9. TITLE COMMITMENT NOTE

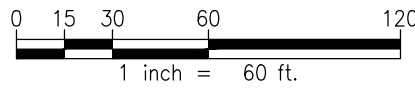
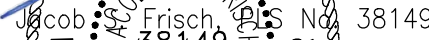
This survey does not constitute a title search by Merrick & Company to determine ownership or easements of record. For all information regarding easements, rights-of-way, and title of record Merrick & Company relied upon Title Commitment Number 459-HS0817600-414, prepared by Heritage Title Company – Fort Collins, dated April 17, 2023 at 12:00 A.M.

Exception Nos. 8 through 16 affect Section 28 (Parcel 1)

- waters and lake area)

17. Reservations by the Union Pacific Railroad Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

21. Liquor Restrictions that contain a forfeiture or reverter clause, which substantially provide that intoxicating liquors shall never be manufactured, sold or



REV	REVISION DESCRIPTION	DATE	CHANGED BY	CHECKED BY	APPROVED BY
-----	----------------------	------	------------	------------	-------------



THIS AND ANY OTHER ELECTRONIC MEDIA COUNTERPART IS AN INSTRUMENT OF SERVICE PREPARED BY MERRICK AND COMPANY FOR A DEFINED PROJECT. IT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE IN WHOLE OR IN PART ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. REUSE OR MODIFICATION, OF ANY UTILIZATION IF NOT A FINISHED INSTRUMENT WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF MERRICK AND COMPANY SHALL BE AT THE SOLE RISK FOR THE UNAUTHORIZED USER WITHOUT LIABILITY OR LOSS EXPOSURE TO MERRICK AND COMPANY.

MERRICK	SIGNATURE	DATE
---------	-----------	------

# ALKIRE FARMS

ALTA/NSPS LAND TITLE SURVEY  
THE N1/2NSE1/4 SEC. 28 AND  
A PORTION OF THE NW1/4 SEC. 27  
TOWNSHIP 8 NORTH, RANGE 66 WEST  
6TH P.M., WELD COUNTY, CO

**Alison Gorsevski**  
[agorsevski@lyonsgaddis.com](mailto:agorsevski@lyonsgaddis.com)  
D: 720-726-3675

January 11, 2024

Chris Pletcher  
General Manager  
Fort Collins – Loveland Water District

*Re: Summary of Water Rights Diligence*

Dear Chris,

At the request of the Fort Collins - Loveland Water District, Lyons Gaddis has reviewed the water right and water-related assets associated with certain real property ("Property") and 2.0 shares in the Water Supply and Storage Company ("WSSC Shares"), which the District has under contract to purchase from Alkire Farms, Inc., and JR and Dianna Pennington, respectively.

Based on review of diligence materials provided by the sellers, information provided by Tri-Districts Water Resources, recorded encumbrances identified in the title report prepared by Land Title, and other related documents, we have not identified any "fatal flaws" associated with the District's acquisition of the WSSC Shares and other water assets. This letter summarizes certain potential risks and, where applicable, recommended next steps that the District should consider undertaking prior to, at, or immediately following Closing.

**A. WSSC Shares - Lien**

As outlined in their January 11, 2024 diligence memo, Tri-Districts Water Resources has reviewed ownership of the WSSC Shares through a share trace provided by WSSC's corporate secretary.<sup>1</sup> WSSC's corporate records and copies of the certificates provided by the Penningtons show that the WSSC Shares are titled as follows:

**Certificate 6911** – 1.0 share: "Dianna K. Pennington, as equity owner & Farmers Bank as lienholder"

**Certificate 6912** – 1.0 share: "James R. Pennington, as equity owner & Farmers Bank as lienholder"

The WSSC Shares are presently encumbered by a lien held by Farmers Bank. WSSC will not approve the transfer of the WSSC Shares to the District without authorization from the

---

<sup>1</sup> Although we have also reviewed the share trace and select documents affecting title to the WSSC Shares, this letter does not constitute a title opinion regarding ownership of the WSSC Shares.



lienholder. Therefore, the District cannot and should not proceed to Closing until the lien has been released.

**Recommendation:** The District should confirm with the Penningtons that the lien will be removed in time to secure WSSC's approval of the transfer of the WSSC Shares to the District and to proceed to Closing on the deadline set forth in the Purchase and Sale Agreement.

## **B. Crom Lake**

### **1. Structure; No Decreed Water Rights.**

Crom Lake appears to be a “natural lake” that has formed in a natural depression and is not controlled by a dam. That said, the District should be aware that there could be infrastructure costs associated with Crom Lake should any improvements become necessary. For example, the lake is crossed by WCR 30, where there is a culvert in place. We have not investigated who owns the culvert or who may be responsible for the cost of repairs and maintenance.

Crom Lake has historically received its water supply from natural drainage and seepage, and by capturing irrigation return flows (tailwater) resulting from the irrigation of multiple properties within the drainage basin. Tailwater resulting from use of the WSSC Shares and other supplemental water supplies on the Property have historically contributed to the water supply for Crom Lake. As agricultural irrigation ceases and development continues within the basin, the loss of irrigation run off will likely impact water levels at the lake.

There are no water rights decreed to Crom Lake. In 1907, the Crom family filed a “Statement of Claim” for water rights in the Crom Drain Ditch, and several individuals (possibly affiliated with the Pierce Lateral Company) filed a “Statement of Claim” for the Pierce Reservoir (which appears to be at substantially the same location as Crom Lake). However, no application for water rights associated with either structure was submitted to the water court, and as a result, no legally recognized water rights exist. Therefore, except as discussed in section C.1 below, the District will not have the ability to beneficially use water from Crom Lake, nor will it be able to rely on a water right to maintain water levels in the lake in the future.

**2. Adverse Possession Claim.** As depicted on the District's ALTA Survey, Crom Lake is located on the Alkire Lake Farm, Inc. property and Parcels 1 and 2. In a 1959 “Affidavit” sworn by Frank Crom and recorded in the Weld County records, Mr. Crom asserts that the “owners and occupants” of the NE1/4 of Section 28 had obtained by adverse possession “the full boundaries of [Crom] lake,” which would include those portions of Parcels 1 and 2 that underlie the lake.

It is uncertain whether a court would find that Mr. Crom's Affidavit was sufficient to state a claim of adverse possession. At a minimum, it is likely that the claim would need to be litigated. If the claim were successful, the District could have no legal access to Crom Lake – the property underlying the lake would belong to a third party. This could also affect the

District's ability to reuse tailwater arising from the irrigation use of the WSSC Shares on the Property to the extent that tailwater flows off of the Property and into Crom Lake.

If any adverse possession did occur as claimed by Mr. Crom, that resulting property interest would most likely have passed to Alkire Lake Farm, Inc.<sup>2</sup> as successor to the Crows. Because the District has been working cooperatively with the Alkire / Pennington family in the context of this transaction, the District should request that Alkire Lake Farm disclaim any interest in the property underlying Crom Lake to the extent it is located on Parcel 1 and 2.

*Recommendation:* The District should request that, at Closing, Alkire Lake Farm execute a quit claim deed conveying its rights – if any – to that portion of Crom Lake on Parcel 1 and 2 to the District.

### **C. Infrastructure and Easements**

1. **Tailwater System.** The Property has and continues to receive supplemental irrigation water supplies through a tailwater reuse system ("Tailwater System"). Application of irrigation water supplies attributable to the District's and Alkire Lake Farm, Inc.'s WSSC Shares to the Property and the Alkire Lake Farm property resulted in tailwater run off, which seeps naturally into Crom Lake, or is collected through a drain, sump, and channel system and conveyed to Crom Lake. Once in the sump located on Parcel 1 or Crom Lake, the tailwater can be pumped back to the Property and/or to the Huntman property for reuse. A hand-drawn schematic of the Tailwater System is attached as **Exhibit A**.

The Tailwater System is used to provide supplemental irrigation water supply primarily for the benefit of the Property, but also for the Alkire Lake Farm property and the Huntman property. Because Alkire Lake Farm or other Alkire/Pennington family entity owned the Property and several adjacent properties, the Tailwater System was constructed across property lines without any recorded easements or other agreements.

A section of the Tailwater System, including infrastructure in Crom Lake and a pump and pipeline system, is located on the Alkire Lake Farm property – not the Property. After Closing, if the District wished to access, operate, maintain, repair or remove the Tailwater System, it would need to obtain the right to access the Alkire Lake Farm property for those purposes.

The Tailwater System will primarily add value to the Property so long as it remains in irrigation. Once the WSSC Shares are approved for the District's municipal uses, the District will be required to cease irrigation on the Property and will no longer operate the Tailwater System. The District may be required to remove any existing irrigation infrastructure to ensure that dry up of the Property is complete. Accordingly, the District should also ensure that it has the

---

<sup>2</sup> The District will acquire the Property from Alkire Farms, Inc. Alkire Lake Farm, Inc. is a legally separate entity; however, JR Pennington is its registered agent.

right to remove the Tailwater System, even though doing so could impair Alkire Lake Farm's ability to use the Tailwater System for the benefit of its own property.

Note that removal of the Tailwater System may limit or prevent the District from delivering reuse water to the Huntman property. Although we are not aware of any written agreement requiring the delivery of water to the Huntmans, the Huntmans could assert that they have rights in and to the Tailwater System and the reuse water based on long-standing practice. However, the future risk that the Huntmans would assert that claim is likely low since there is an enforceable dry up covenant on their property that will eventually require the cessation of irrigation on that property.

**Recommendation:** The District should request that, at Closing, Alkire Lake Farm and the District enter into an agreement to: (1) authorize the District to operate, maintain, and repair the Tailwater System on the Alkire Lake Farm property; and (2) authorize the District to remove the Tailwater System on both the Alkire Lake Farm property and the Property. The District should also request that Alkire Farms, Inc. and/or Alkire Lake Farm, Inc. execute a Bill of Sale to convey certain equipment associated with the Tailwater System located on the Property to the District.

2. **Alkire Well.** The Alkire Well, located near the southern property line of Parcel 1, has been used as a source of supplemental irrigation supply to the Property. The District will acquire the Alkire Well as part of this transaction, including the following components:

- a. Alkire Well operates under well permit no. 9128-F for irrigation purposes.
- b. Alkire Well has a junior groundwater right (Well No. 5-9128-F) decreed in Case No. W-1188, dated May 5, 1972, having an appropriation date of April 30, 1965, and a decreed pumping rate of 0.67 cfs. The Alkire Well water right is decreed for irrigation use on the SE1/4, Sec. 28, T8N, R66W, of the 6<sup>th</sup> PM, which for the District purposes would authorize use of the well for irrigation on Parcel 1.
- c. Alkire Well is augmented under an augmentation plan decreed in Case No. W-7921(75), dated Feb. 10, 1976, which is operated by Cache la Poudre Water Users Association. Alkire Farms holds an augmentation certificate representing its right to receive augmentation water under that plan.

It is unlikely that the District will be able to change the water right associated with the Alkire Well in a water court case. Consequently, the District may continue to use this well while Parcel 1 remains under irrigation; however, there may be limited opportunity for the District to use the Alkire Well after Parcel 1 is dried up.

**Recommendation:** The District should request that, at Closing, Alkire Farms execute the following additional documents to effectuate the conveyance of the well: (1) a well permit ownership transfer application to the Division of Water Resources; and (2) an assignment of

Alkire Farms' interest in the Cache la Poudre Water Users Association augmentation plan. The District should also request that Alkire Farms, Inc., execute a Bill of Sale to convey the well equipment and infrastructure to the District.

3. **Alkire Well and Kerr Well.** The Kerr Well is located on the Huntman property and has historically been used to provide supplemental irrigation water supply to that property. The District will not acquire the Kerr Well; however, the Alkire Well is physically connected to and must be operated in conjunction with the Kerr Well. We are not aware of any written agreement regarding the joint use of the Alkire and Kerr Wells, but there is a long-standing practice of using the wells together in this manner.

Because there is no agreement in place, the District should expect that it will need to cooperate with the owner of the Kerr Well if any maintenance and repair work needs to be done on the Alkire Well. Further, the District will need to conduct further investigations into the long-term use (or non-use) of these wells, including if and how the Alkire or Kerr Well could continue to be used if the other well ceased operating.

*Recommendation:* After Closing, the District should investigate the interconnection and historical joint use of the Alkire and Kerr Wells. Based on the information learned during those investigations, the District may wish to negotiate a written agreement with the owners of the Huntman parcel regarding the parties' respective rights and obligations to maintain, repair, replace, and remove the well or wells.

D. **Post-Closing - Leases**

1. **Residential Lease.** The District will acquire a residential dwelling located on Parcel 2. The residence is currently being leased; however, we are not aware of any written lease agreement. As soon as possible after Closing, the District should enter into a written lease agreement with the current tenant.
2. **Farm and Water Lease.** To the extent it is commercially reasonable, the District should lease the Property and/or WSSC Shares for continued agricultural irrigation until the District is legally able to make use of the WSSC Shares for its own purposes.

The District should determine whether and on what terms it will offer the Property and/or WSSC Shares for the upcoming 2024 irrigation season. The Purchase and Sale Agreement gives the Penningtons the first right to lease back the Property and/or the WSSC Shares prior to the earlier of (a) conversion of the WSSC Shares to the District's uses; or (b) April 1, 2026. As soon as possible after Closing, the District should offer a lease to the Penningtons and, if acceptable to both parties, enter into a written lease agreement before the start of the irrigation season.



Fort Collins – Loveland Water District  
January 11, 2024  
Page 6

**Summary of Conclusions**

In summary, during the remainder of the diligence period, the District should:

- Confirm that the lien on the WSSC Shares will be released ahead of Closing.
- Request that the Penningtons, Alkire Farms, Inc., and/or Alkire Lake Farm, Inc. execute the following instruments at Closing:
  - A quit claim deed conveying Alkire Lake Farm, Inc.'s interest (if any) to the land underlying Crom Lake located on Parcel 1 and Parcel 2;
  - An agreement regarding the operation, maintenance, repair, and removal of the Tailwater System, including rights of ingress and egress;
  - A Bill of Sale(s) conveying equipment associated with the Tailwater System and the Alkire Well;
  - A Division of Water Resources well ownership transfer application to the District; and
  - An assignment and/or application to transfer the Cache la Poudre Water Users Association well augmentation certificate to the District.

Prior to Closing, the District should determine whether and on what terms and conditions it will lease the WSSC Shares and the Property to the Penningtons (or a third party). The District should then begin negotiating a lease agreement with the Penningtons before the beginning of the irrigation season.

As soon as possible after Closing, the District should enter into a written agreement with the current tenant of the residence on Parcel 2 and finalize the lease of the Property and/or WSSC Shares with the Penningtons (or a third party).

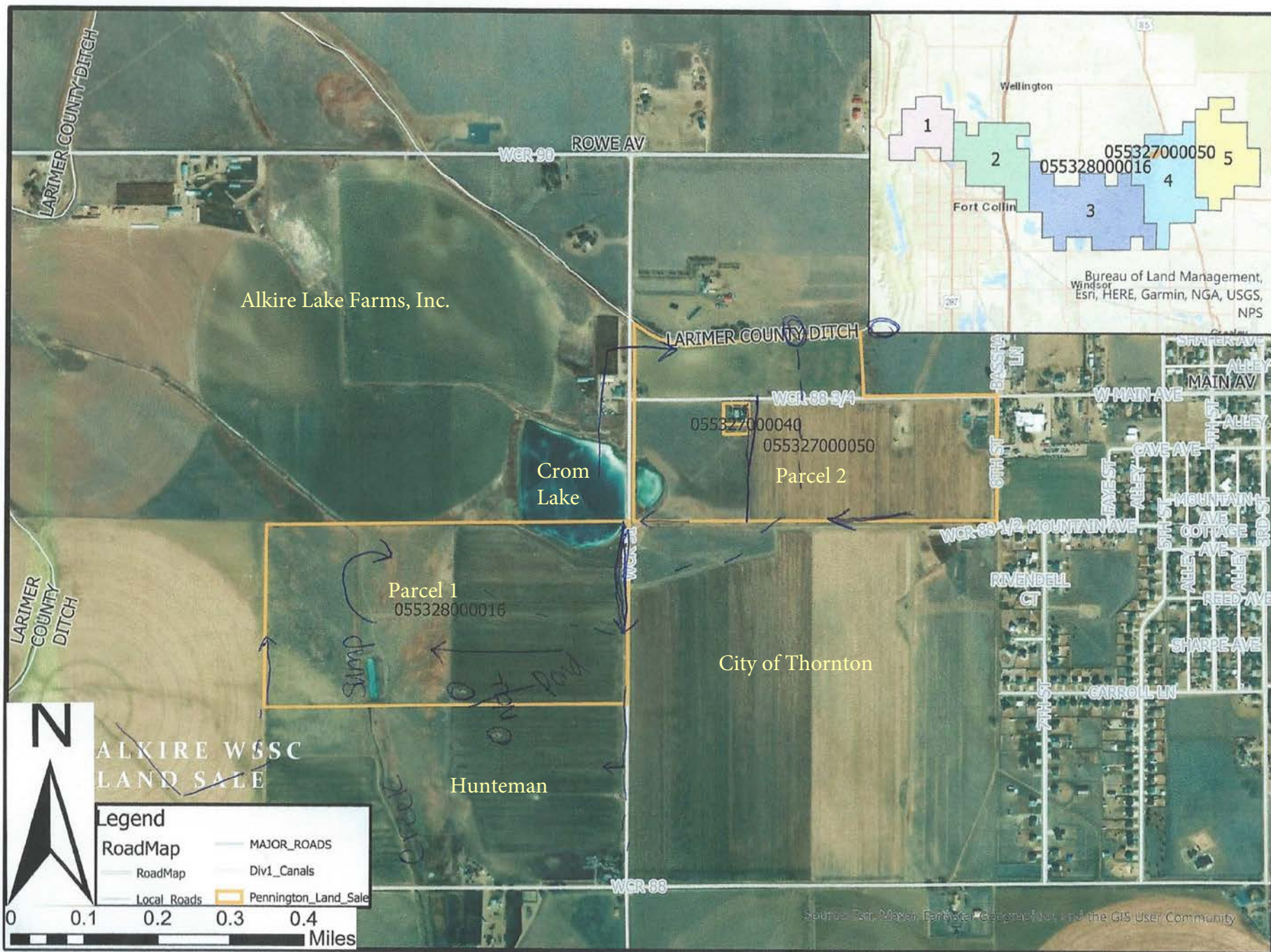
Please let us know if you have any questions.

Sincerely,

  
Alison I.D. Gorsevski



Justus Pettit



Reused on  
SouthFarm



Homeland Inspection Services

Certified ASHI # 244166

# Building Inspection Report



15470 CR 88-3/4  
Pierce, Colorado  
Chris Pletcher-Fort Collins-Loveland Water District

## Definitions

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

## General Information

**NOTICE:** This report contains technical information that may not be readily understandable to the lay person. Therefore, consult with your inspector with any misunderstanding of this reports contents.

### Property Information

**Property Address** 15470 CR 88-3/4  
**City** Pierce **State** Colorado **Zip**

### Client Information

**Client Name** Chris Pletcher-Fort Collins-Loveland Water District

### Inspection Company

**Inspector Name** Chris Elliott  
**Company Name** Homeland Inspection Services  
**Phone** 970-567-7393 **Fax**  
**E-Mail** homelandinspectionsservices@gmail.com

### Conditions

**Others Present** Tenant **Property Occupied**  
**Estimated Age** 1910 **Entrance Faces**  
**Inspection Date** 12/07/2023  
**Start Time** 10:45  
**Electric On** Yes  
**Gas/Oil On** Yes  
**Water On** Yes  
**Temperature** 61  
**Weather** Sunny, Windy  
**Space Below Grade** Basement  
**Building Type** Single family **Garage** Attached  
**Sewage Disposal** City **How Verified** Informed by the Tenant  
**Water Source** City **How Verified** Informed by the Tenant  
**Additions/Modifications** Finished basement should be checked for proper permits by Buyer prior to close of escrow

**NOTICE;** This report contains technical information that may not be readily understandable to the lay person. Therefore, call the inspector for further clarification for any misunderstanding of this reports contents.

NOTICE; This report contains technical information that may not be readily understandable to the lay person. Therefore, call the inspector for further clarification for any misunderstanding of this reports contents.

**Evaluations recommended in this report should be complete prior to the end of any contingency period/transaction**



## Roof

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Roofs, skylights and flashings are not water tested for leaks.**

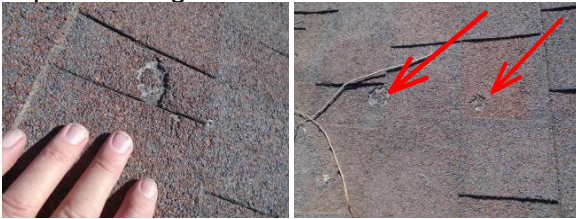
**All roofs Roof Surface**

**Method of Inspection:** Walked on roof



Marginal

**Material:** Asphalt shingle \_ The general condition of the roof is aging, with moderate to heavy granular loss. At the minimum, have a roofing contractor repair/replace approx. 25 field shingles with impact damage.



**Type:** Hipped

**Approximate Age:** Granular loss is moderate to heavy

Acceptable **Flashing:**

Acceptable **Plumbing Vents:** ABS \_ No tears in the rubber waste vent boots

Defective **Gutters:** Although not required, consider adding gutters, downspouts and extensions, to divert water away from the foundation.

**Chimney**

Marginal

**Chimney:** Plaster covered bricks \_ Have a mason tuck point (fill gaps) in bricks, to prevent further moisture intrusion.



Defective

**Flue/Flue Cap:** Have a contractor install rain caps on top of the chimney(s), to prevent animal/moisture intrusion.



## Lots and Grounds

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**This inspection does not include geological conditions or site stability information. Consult with a geologist or soils engineer with any concerns.**

Acceptable	<b>Driveway:</b> Gravel and dirt
Defective	<b>Steps</b> Concrete _ Although not originally required, consider adding hand railings at exterior steps, per newer safety standards.
Marginal	<b>Porch/patios:</b> Concrete _ The patio(s) appeared to be in good condition at the time of the inspection, Seal gaps/cracks to prevent moisture intrusion.
Not Inspected	<b>Fences:</b> Fencing is not included in this inspection. Recommend Buyer inspect fence prior to closing, The portions near the house appear serviceable
Defective	<b>Grading:</b> Modify various areas of flat or negative grading around the foundation to create a positive slope and prevent water from ponding near the foundation. Remove plants/trees/grass and/or irrigation within 3 feet of the house, to prevent damage and any saturating of the soils near the foundation.



Not Inspected	<b>Lawn Sprinklers:</b> This company does not inspect sprinkler systems or exterior water features. They are beyond the scope of this inspection. Recommend the Owner demonstrate their operation, timers, setting, ect., prior to close of escrow.
---------------	---

## Exterior

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Notice; Wall insulation type and value is not verified. UFFI insulation or hazard are not identified. Conditions inside the walls cannot be judged. Lead testing is not performed.**

### Exterior Surface

Marginal	<b>Type:</b> Plaster skim coat over masonry _ Have a stucco contractor repair several large and small cracks to prevent further moisture intrusion.
----------	---



## Exterior (Continued)

Type: (continued)



Marginal

**Exterior trims** Wood \_ Have a contractor repair several small areas of moisture damaged trims, to prevent further damage. Have a contractor sand, caulk, prime and paint several exterior wood trims, to prevent further deterioration. Be aware that homes of this age may contain lead paint. Have a qualified contractor test before repairs.



Marginal

**Entry Doors:** Be aware that the glass does not appear to be tempered or safety glass, as required by current safety standards.

Defective

**Windows:** Wood single hung \_ Have a window contractor replace the aging, non-functioning windows with single pane non-safety glass. Several are sealed with plastic. Several are stuck shut. Repair several damaged screens and frames. Repair broken glass at 2 windows.

Acceptable

**Hose Bibs:** Anti Siphon

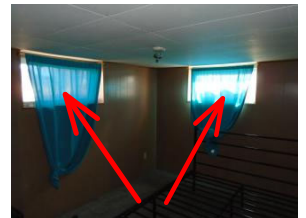
Acceptable

**Gas Meter:** east exterior



Defective

**Basement Windows:** Wood awning \_ Be aware that the basement bedroom windows do not meet the current egress/ingress safety standards. Consider having a contractor enlarge these windows for increased safety.



## Electrical

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Service Size Amps:** 100 **Volts:** 240 V / 120 V

Acceptable **Service:** Overhead \_ The main electrical disconnect is the top breaker in the main panel.



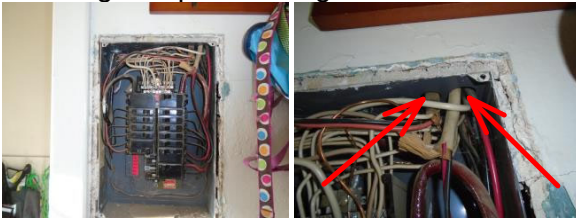
Acceptable **Branch Circuitry** Copper and braided aluminum

Acceptable **Conductor Type:** Non-metallic sheathed cable

Acceptable **Ground:**

**Stairway Electric Panel**

Marginal **Panel notes** Have an electrician install missing bushings at added wire(s), to prevent the wires from touching sharp metal edges.



Acceptable **Breakers:**

Defective **GFCI:** Not present \_ Although not originally required, consider having an electrician install GFCI protection at all kitchen, bathroom and exterior outlets per current safety standards.

## Foundation

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

Acceptable **Structure Type:** Wood frame

Defective **Foundation walls** Poured concrete \_ Have a qualified contractor or engineer further evaluate and repair the heavy spalling, differential movement, cracking and settling of portions of the foundation. The basement foundation walls are partially finished and not visible or inspected



Marginal **Floor Joists** Joists-conventional wood framing \_ Heavy floor joist sagging observed.



## Foundation (Continued)

Defective **Floor/Slab:** Poured slab \_ Once the exterior grading is corrected, monitor several cracks and/or uneven areas in concrete slabs for further movement.

## Basement

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

### Basement

Acceptable **Basement stairs**  
 Defective **Smoke Detector:** Install mounted or plugged in carbon monoxide detectors within 15 feet of all bedroom doors, per current state requirements. Although not originally required, consider installing smoke detectors inside all bedrooms and on all levels per current safety standards.  
 Not Present **Sump Pit** No sump pit found. Not inspected  
 Defective **Basement Stairs/Railings:** Install proper hand railings per current safety standards.



Defective **Basement finish** Check with the City or County for any required permits for finished portions of the basement, Be aware that the fibrous ceiling tiles may contain asbestos and could be checked by an industrial hygienist if desired. Several are moisture damaged and need replacing. Have an electrician repair exposed splices at wiring in the basement.



## Heating System

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**If a fuel burning heater/furnace is located in a bedroom, we recommend evaluation by a qualified heating contractor for safety and air volume requirements.**

### Living room Heating System

**Marginal** **Heating System Operation:** Although aging, the wall furnace appears to be operating properly at this time \_ No gas or carbon monoxide leaks detected at this time. Damage to the heat exchanger is not part of this inspection. Have this ageing (standing pilot light) wall furnace cleaned at the next annual service.



**Type:** Gravity heat **Capacity:** 44,000 BTU

**Area Served:** The living room and office area **Approximate Age:** Older

**Fuel Type:** Natural gas

**Defective** **Distribution:** Have a HVAC contractor install a modern heat system with supply in all rooms, including the basement rooms. Remove and replace the non-functioning gas furnace in the basement



**Defective** **Flue Pipe:** Have a HVAC contractor replace the missing flue cap, to prevent moisture intrusion. Have a HVAC contractor replace the rusted water heater vent pipe, to prevent C/O intrusion.



**Acceptable** **Controls:** The heating thermostat does function at this time.

**Suspected Asbestos:** No

**Acceptable** **Combustion air**

## Plumbing

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Underground piping & fuel tanks cannot be judged. Pipes inside walls or pipes concealed from view cannot be judged and the inspector does not perform test for gas leaks (other than accessible furnace, water heater or fireplace fittings) or pipe size.**

**Underground pipes or pipes inside walls cannot be judged for size, leaks or corrosion. Water quality testing or testing for hazards such as lead, is not part of this inspection.**

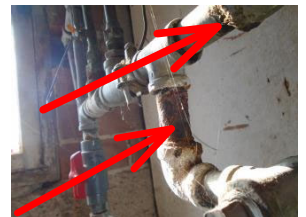
Marginal **Service Line:** Galvanized \_ The visible portions of the main line appear acceptable. Much of the main line is buried below ground and not visible for inspection, Galvanized supply piping corrodes from inside causing decreased flow rates and will eventually require updating



Acceptable **Main Water Shutoff:** In basement, next to the water heater



Marginal **Supply Lines:** Galvanized, Copper, Plastic \_ The visible portions of the supply piping appear acceptable, with no leaks detected at this time. Galvanized supply piping corrodes from inside causing decreased flow-rates and will eventually require updating



Marginal **Waste lines** ABS, Copper, Cast iron \_ Homes of this age and/or in close proximity to large trees are known to have defects in the sewer lines. Although not required, consider having the sewer line scoped, to determine any defects, prior to escrow. Portions of the waste lines are not fully visible for inspection. The visible portions appear acceptable. No inspection performed of the underground sewer lines.

Acceptable **Gas Service Lines:** The visible portions appear acceptable.

### Basement Water Heater

Marginal **Water Heater Operation:** Functional at time of inspection \_ The water heater, although aging at 14 years old, appears to be functioning properly at this time, with no leaks detected, Be aware that the water heater is nearing the end of it's design life and will likely need replacing in the near future.

**Type:** Natural gas **Capacity:** 40 Gal.

Acceptable **TPRV and Drain Tube:**

**Estimate of remaining life of any component is not part of this inspection. Solar systems are not part of this inspection.**

## Bathroom

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Determining whether shower pans or bath tubs are water tight is beyond the scope of this inspection.**

### Hall bathroom Bathroom

Acceptable	<b>Counter/Cabinet:</b>
Acceptable	<b>Sink/Basin:</b>
Acceptable	<b>Faucets/Traps:</b>
Acceptable	<b>Tub/Surround:</b>
Acceptable	<b>Shower/Surround:</b>
Marginal	<b>Toilets:</b> Tighten the loose toilet to the floor. No leaks detected at this time.
Defective	<b>Ventilation:</b> Window _ Although not required, consider adding an exhaust fan to prevent having to open a window to ventilate in winter. The window is sealed and does not open

## Kitchen

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Appliances are not moved. Adequacy of appliances is not part of this inspection.**

### Kitchen

Marginal	<b>Range/Cooktop</b> Electric _ Although not originally required, consider adding a tip guard, per newer safety standards.
Not Present	<b>Ventilator:</b>
Not Present	<b>Disposal:</b>
Not Present	<b>Dishwasher:</b>
Acceptable	<b>Refrigerator:</b> The refrigerator and freezer are operational at this time. No ice maker installed.
Not Present	<b>Microwave:</b>
Acceptable	<b>Sink:</b>
Acceptable	<b>Counter Tops:</b> Formica _ Owners belongings prevent a full inspection of these counter tops. The visible portions appear acceptable.
Acceptable	<b>Cabinets:</b>
Acceptable	<b>Floor:</b>



## Living Space

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Determining the presence of asbestos or hazardous materials, interior or exterior, is beyond the scope of this inspection.**

### Living Space

Marginal	<b>Ceiling:</b> Lath and Plaster _ Evidence of prior ceiling patches. Have a contractor repair several large and small cracks and monitor for further movement.
Marginal	<b>Walls:</b> Textured paint and paneling, Lath and plaster _ Have a contractor repair several large and small cracks/gaps
Marginal	<b>Floor:</b> Vinyl floor covering, Carpet _ Average to heavy wear of most flooring observed. Determining odors is not part of this inspection.



Acceptable	<b>Doors:</b> Interior doors
Acceptable	Ceiling fans _ All ceiling fans operate at this time
Marginal	<b>Electrical:</b> All accessible outlets were tested and most are properly grounded. Outlets occupied with cords were not unplugged and tested. Have an electrician repair the ungrounded outlets in the bathroom to meet current safety standards.
Defective	<b>Smoke Detector:</b> Install mounted or plugged in carbon monoxide detectors within 15 feet of all bedroom doors, per current state requirements. Although not originally required, consider installing smoke detectors inside all bedrooms and on all levels per current safety standards.

## Attic

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

### Primary bedroom closet Attic

**Method of Inspection:** Entered-partial access

Marginal	<b>Roof Framing:</b> Rafters with stiffeners _ Have a qualified contractor repair the sagging eave extensions at the NW corner of the house.
----------	--



## Attic (Continued)

Acceptable **Sheathing:** Particle board over the original skip planking



Acceptable  
Marginal

**Ventilation:**

**Insulation:** Blown in fiberglass \_ Be aware that insulation of this age, may contain asbestos. Consider having an industrial hygienist verify.



Marginal

**Insulation Depth:** Be aware that the depth of the installed insulation does not meet the newest standard and could easily be upgraded by an insulation contractor.

Defective

**Wiring/Lighting:** Active knob and tube \_ Have an electrician further evaluate and check the original "knob and tube" wiring connections for any defects. Be aware that this type of wiring is ungrounded and considered outdated. Consider upgrading this portion of the wiring, to meet newer safety standards.



Defective

**Duct Venting:** Have a HVAC contractor reconnect exhaust ducts that have fallen down. Use screws in lieu of tape.



## Laundry Room/Area

**NOTE:** All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

Acceptable	Functional with no obvious signs of defect.
Not Present	Item not present or not found.
Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
Marginal	Item is not fully functional and requires repair or servicing.
Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

**Appliances are not moved, so the condition of walls or flooring under these areas cannot be judged.**

**Adequacy of these units is not part of the inspection.**

### Kitchen Laundry Room/Area

Acceptable	<b>Washer Hose Bib:</b>
Defective	<b>Washer and Dryer Electrical:</b> Have an electrician repair the improper, exposed wiring and the dryer plug. Advisory note only. Be aware that this is an outdated 3 prong plug. Newer dryers with 4 prong plugs will need an adapter



Marginal	<b>Dryer Vent:</b> Be aware that dryer vent pipes clog with lint and should be cleaned often, to prevent overheating. Consider having this pipe cleaned the entire length, prior to use. No defects observed at this time.
Not Present	<b>Dryer Gas Line:</b>
Acceptable	<b>Washer Drain:</b>

## Marginal Summary

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the complete report.

### Roof

1. **All roofs Roof Surface Material:** Asphalt shingle \_ The general condition of the roof is aging, with moderate to heavy granular loss. At the minimum, have a roofing contractor repair/replace approx. 25 field shingles with impact damage.



2. **Chimney Chimney:** Plaster covered bricks \_ Have a mason tuck point (fill gaps) in bricks, to prevent further moisture intrusion.



### Lots and Grounds

3. **Porch/patios:** Concrete \_ The patio(s) appeared to be in good condition at the time of the inspection, Seal gaps/cracks to prevent moisture intrusion.

### Exterior

4. **Exterior Surface Type:** Plaster skim coat over masonry \_ Have a stucco contractor repair several large and small cracks to prevent further moisture intrusion.



5. **Exterior trims** Wood \_ Have a contractor repair several small areas of moisture damaged trims, to prevent further damage. Have a contractor sand, caulk, prime and paint several exterior wood trims, to prevent further deterioration. Be aware that homes of this age may contain lead paint. Have a qualified contractor test before repairs.

## Exterior (Continued)

### Exterior trims (continued)



6. **Entry Doors:** Be aware that the glass does not appear to be tempered or safety glass, as required by current safety standards.

## Electrical

7. **Stairway Electric Panel Panel notes** Have an electrician install missing bushings at added wire(s), to prevent the wires from touching sharp metal edges.



## Foundation

8. **Floor Joists** Joists-conventional wood framing \_ Heavy floor joist sagging observed.

## Heating System

9. **Living room Heating System Heating System Operation:** Although aging, the wall furnace appears to be operating properly at this time \_ No gas or carbon monoxide leaks detected at this time. Damage to the heat exchanger is not part of this inspection. Have this aging (standing pilot light) wall furnace cleaned at the next annual service.

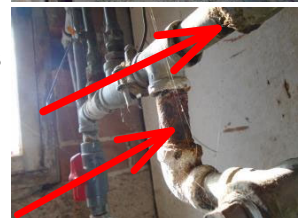


## Plumbing

10. **Service Line:** Galvanized \_ The visible portions of the main line appear acceptable. Much of the main line is buried below ground and not visible for inspection, Galvanized supply piping corrodes from inside causing decreased flow rates and will eventually require updating



11. **Supply Lines:** Galvanized, Copper, Plastic \_ The visible portions of the supply piping appear acceptable, with no leaks detected at this time. Galvanized supply piping corrodes from inside causing decreased flow-rates and will eventually require updating



12. **Waste lines** ABS, Copper, Cast iron \_ Homes of this age and/or in close proximity to large trees are known to have defects in the sewer lines. Although not required, consider having the sewer line scoped, to determine any defects, prior to escrow. Portions of the waste lines are not fully visible for inspection. The visible portions appear acceptable. No inspection performed of the underground sewer lines.



## Marginal Summary (Continued)

- 13. Basement Water Heater Water Heater Operation:** Functional at time of inspection \_ The water heater, although aging at 14 years old, appears to be functioning properly at this time, with no leaks detected, Be aware that the water heater is nearing the end of it's design life and will likely need replacing in the near future.

### Bathroom

- 14. Hall bathroom Bathroom Toilets:** Tighten the loose toilet to the floor. No leaks detected at this time.

### Kitchen

- 15. Kitchen Range/Cooktop Electric \_** Although not originally required, consider adding a tip guard, per newer safety standards.

### Living Space

- 16. Living Space Ceiling:** Lath and Plaster \_ Evidence of prior ceiling patches. Have a contractor repair several large and small cracks and monitor for further movement.
- 17. Living Space Walls:** Textured paint and paneling, Lath and plaster \_ Have a contractor repair several large and small cracks/gaps
- 18. Living Space Floor:** Vinyl floor covering, Carpet \_ Average to heavy wear of most flooring observed. Determining odors is not part of this inspection.



- 19. Living Space Electrical:** All accessible outlets were tested and most are properly grounded. Outlets occupied with cords were not unplugged and tested. Have an electrician repair the ungrounded outlets in the bathroom to meet current safety standards.

### Attic

- 20. Primary bedroom closet Attic Roof Framing:** Rafters with stiffeners \_ Have a qualified contractor repair the sagging eave extensions at the NW corner of the house.



- 21. Primary bedroom closet Attic Insulation:** Blown in fiberglass \_ Be aware that insulation of this age, may contain asbestos. Consider having an industrial hygienist verify.



- 22. Primary bedroom closet Attic Insulation Depth:** Be aware that the depth of the installed insulation does not meet the newest standard and could easily be upgraded by an insulation contractor.

### Laundry Room/Area

- 23. Kitchen Laundry Room/Area Dryer Vent:** Be aware that dryer vent pipes clog with lint and should be cleaned often, to prevent overheating. Consider having this pipe cleaned the entire length, prior to use. No defects observed at this time.

## Defective Summary

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the complete report.

### Roof

1. **Gutters:** Although not required, consider adding gutters, downspouts and extensions, to divert water away from the foundation.
2. **Chimney Flue/Flue Cap:** Have a contractor install rain caps on top of the chimney(s), to prevent animal/moisture intrusion.



### Lots and Grounds

3. **Steps** Concrete \_ Although not originally required, consider adding hand railings at exterior steps, per newer safety standards.
4. **Grading:** Modify various areas of flat or negative grading around the foundation to create a positive slope and prevent water from ponding near the foundation. Remove plants/trees/grass and/or irrigation within 3 feet of the house, to prevent damage and any saturating of the soils near the foundation.



### Exterior

5. **Windows:** Wood single hung \_ Have a window contractor replace the aging, non-functioning windows with single pane non-safety glass. Several are sealed with plastic. Several are stuck shut. Repair several damaged screens and frames. Repair broken glass at 2 windows.
6. **Basement Windows:** Wood awning \_ Be aware that the basement bedroom windows do not meet the current egress/ingress safety standards. Consider having a contractor enlarge these windows for increased safety.



### Electrical

7. **Stairway Electric Panel GFCI:** Not present \_ Although not originally required, consider having an electrician install GFCI protection at all kitchen, bathroom and exterior outlets per current safety standards.

### Foundation

8. **Foundation walls** Poured concrete \_ Have a qualified contractor or engineer further evaluate and repair the heavy spalling, differential movement, cracking and settling of portions of the foundation. The basement foundation walls are partially finished and not visible or inspected



## Foundation (Continued)

### Foundation walls (continued)



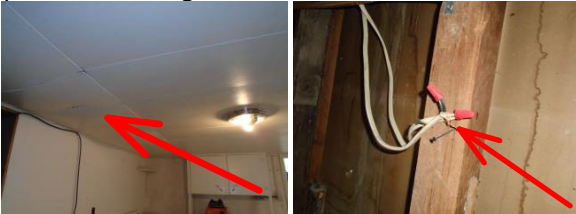
9. **Floor/Slab:** Poured slab \_ Once the exterior grading is corrected, monitor several cracks and/or uneven areas in concrete slabs for further movement.

## Basement

10. **Basement Smoke Detector:** Install mounted or plugged in carbon monoxide detectors within 15 feet of all bedroom doors, per current state requirements. Although not originally required, consider installing smoke detectors inside all bedrooms and on all levels per current safety standards.
11. **Basement Basement Stairs/Railings:** Install proper hand railings per current safety standards.



12. **Basement Basement finish** Check with the City or County for any required permits for finished portions of the basement, Be aware that the fibrous ceiling tiles may contain asbestos and could be checked by an industrial hygienist if desired. Several are moisture damaged and need replacing. Have an electrician repair exposed splices at wiring in the basement.



## Heating System

13. **Living room Heating System Distribution:** Have a HVAC contractor install a modern heat system with supply in all rooms, including the basement rooms. Remove and replace the non-functioning gas furnace in the basement



14. **Living room Heating System Flue Pipe:** Have a HVAC contractor replace the missing flue cap, to prevent moisture intrusion. Have a HVAC contractor replace the rusted water heater vent pipe, to prevent C/O intrusion.



## Defective Summary (Continued)

### Bathroom

15. **Hall bathroom Bathroom Ventilation:** Window \_ Although not required, consider adding an exhaust fan to prevent having to open a window to ventilate in winter. The window is sealed and does not open

### Living Space

16. **Living Space Smoke Detector:** Install mounted or plugged in carbon monoxide detectors within 15 feet of all bedroom doors, per current state requirements. Although not originally required, consider installing smoke detectors inside all bedrooms and on all levels per current safety standards.

### Attic

17. **Primary bedroom closet Attic Wiring/Lighting:** Active knob and tube \_ Have an electrician further evaluate and check the original "knob and tube" wiring connections for any defects. Be aware that this type of wiring is ungrounded and considered outdated. Consider upgrading this portion of the wiring, to meet newer safety standards.



18. **Primary bedroom closet Attic Duct Venting:** Have a HVAC contractor reconnect exhaust ducts that have fallen down. Use screws in lieu of tape.



### Laundry Room/Area

19. **Kitchen Laundry Room/Area Washer and Dryer Electrical:** Have an electrician repair the improper, exposed wiring and the dryer plug. Advisory note only. Be aware that this is an outdated 3 prong plug. Newer dryers with 4 prong plugs will need an adapter



SUZAN D. FRITCHEL  
[sfritchel@lyonsgaddis.com](mailto:sfritchel@lyonsgaddis.com)

December 4, 2023

Chris Pletcher, General Manager  
Fort Collins – Loveland Water District  
5150 Snead Drive  
Fort Collins, CO 80525  
*Re: Title Objections – Alkire Farms, Inc.*

VIA EMAIL  
[Cpletcher@fclwd.com](mailto:Cpletcher@fclwd.com)

Dear Chris:

Pursuant to your request, I reviewed the title commitment and associated documents related to the pending purchase of real property by the District from Alkire Farms, Inc. We have discussed my concerns and conclusions both in person and in email correspondence, but I wanted to take the opportunity to give you a written summary. As you know, the deadline for delivering any objections to the condition of the title of the real property is December 8, 2023 and so if the District desires that any of the issues discussed below should be included in a title objection letter to the Seller, please let me know as soon as possible.

As a preface to this discussion, it is my understanding that the District's main objective is to secure the Water Supply & Storage Company shares owned by Alkire Farms, Inc., and that the real property is secondary to that objective. The District will continue to lease out the farm and buildings in the short-term but will likely seek to sell the real property in the future. You've indicated that the real property's proximity to the Town of Pierce may make it desirable to developers. It is also my understanding from you that you do not want, at this time, to make title objections to the Seller which would require action on its part to remove or address the title issues discussed below but that the District would take on such actions as may be necessary to address those title issues at the time it decides to re-sell the real property. Based on that approach, below are some of the constraints and issues that the District would face in selling the real property:

1. **Deed Restriction.** A warranty deed recorded in 1912 contained a deed restriction that prohibits the use of a certain portion of the property (outlined on the survey) in Parcel 2, as follows: "no intoxicating liquors shall ever be manufactured, sold or otherwise disposed of as a beverage in any place of public resort in or upon the premises hereby granted, or any party thereof". Further, if this is violated, the deed becomes invalid and the land reverts back to the heirs and successors of the original grantor. This restriction seems to only apply to a portion of the real property but this would bar any commercial development that includes liquor stores, bar venues, restaurants that serve alcohol. This is not a something that a seller could remove or cure.
2. **Oil and Gas Matters.** The parcels are subject to oil and gas reservations, leases, several rights of way, and two surface use agreements on lands in Section 27. Entry and use of the surface of the property is generally unrestricted. A future developer is likely to require that the seller obtain releases and/or surface relinquishments and amendment of the



**LYONS GADDIS**  
ATTORNEYS & COUNSELORS #

#

Chris Pletcher, General Manager  
Fort Collins – Loveland Water District#

Ghfhp ehuf / #5356#

Sdjh#5#

surface use agreements to allow development to occur. The oil and gas well on Parcel 2, Pierce 1-27, is listed as “Temporarily Abandoned” on the Colorado Energy and Carbon Management Commission website and apparently can be re-activated. The oil and gas operator may want the District to pay for the plug and abandonment if that is something the District needs to pursue in order to sell the property.

3. Mineral Title Report. The title commitment currently requires a mineral title report but since the District won’t be requesting mineral endorsements, I will ask that this be deleted. However, this is something that will need to be done at a later date in preparation for a potential sale. A mineral title report can take a some time to complete and it is an expensive undertaking depending on the size of the property and number of oil and gas interests. This report will identify the mineral title owners and lessees.
4. Easements. The parcels are subject to several easements, some associated with the oil and gas activities and some associated with water or access. There is at least one “blanket easement” that covers Parcels 1 & 2 by the Colorado-Wyoming Gas Company which company may be defunct or may be known as another company now. In addition, there are 12 recorded notices by companies that “MAY” have underground facilities located on the property. Those are listed at the end of the Schedule B, Part II, Exceptions portion of the Title Commitment and include companies such as Mountain Bell, Western Slope Gas Company, Panhandle Eastern Pipe Line Company, etc. A prospective buyer would request that seller attempt to locate the underground facility and/or the successor in interest to any company now defunct.

In summary, this would be a challenging property to market to a developer due to the number of oil and gas issues, the liquor restriction, and the number of easements that burden the property. It may be prudent to consult with a commercial broker to assess its potential as to the kind of use and market forecast for that area. If not developed, its continued use as a farm may be greatly impacted by the loss of the water historically used on the land.

Please let me know if you have any questions or would like to discuss further.

LYONS GADDIS, P.C.

By:   
Suzan D. Fritchel

SDF:mcs

# FORT COLLINS -LOVELAND WATER DISTRICT

## MEMORANDUM

TO: Chris Pletcher, General Manager

FROM: Amanda Proctor, Finance Director

DATE: January 1, 2024

RE: Water Tap Revenue for December 2023

DATE	LOT SIZE	COMPANY NAME	ADDRESS	RAW WATER	PIF
12/1/23	10001-11000	TOLL SOUTHWEST LLC	4313 Strolling Street	60,600.00	13,021.00
12/4/23	7001-8000	LENNAR COLORADO LLC	5509 Fleur De Lis Lane	48,000.00	13,021.00
12/4/23	7001-8000	LENNAR COLORADO LLC	5508 Mare Lane	48,000.00	13,021.00
12/4/23	5001-6000	LENNAR COLORADO LLC	4306 Fellows Drive	37,200.00	13,021.00
12/4/23	9001-9000	LENNAR COLORADO LLC	4298 Fellows Drive	51,600.00	13,021.00
12/4/23	5001-6000	LENNAR COLORADO LLC	4269 Fellows Drive	37,200.00	13,021.00
12/4/23	5001-6000	LENNAR COLORADO LLC	4293 Fellows	37,200.00	13,021.00
12/4/23	5001-6000	LENNAR COLORADO LLC	4285 Fellows Drive	37,200.00	13,021.00
12/4/23	5001-6000	LENNAR COLORADO LLC	4277 Fellows Drive	37,200.00	13,021.00
12/6/23	3001-4000	HARTFORD HOMES, INC.	6118 Saddle Horn Drive	21,600.00	13,021.00
12/6/23	6001-7000	HARTFORD HOMES, INC.	5115 John Muir Drive	43,200.00	13,021.00
12/8/23	2 MF (36 DU)	FAIRWAY APARTMENTS LLC	156 W Fairway Lane Bldg 1	691,200.00	150,001.20
12/8/23	2 MF (36 DU)	FAIRWAY APARTMENTS LLC	156 W Fairway Lane Bldg 2	691,200.00	150,001.20
12/8/23	2 MF (36 DU)	FAIRWAY APARTMENTS LLC	156 W Fairway Lane Bldg 3	691,200.00	150,001.20
12/15/23	>11000	RUTH COLLINS	4546 Grand Park Drive	69,000.00	13,021.00
12/15/23	7001-8000	TOLL SOUTHWEST LLC	5681 Argo Avenue	48,000.00	13,021.00
12/18/23	6001-7000	LENNAR COLORADO LLC	4314 Fellows Drive	43,200.00	13,021.00
12/18/23	5001-6000	LENNAR COLORADO LLC	4301 Fellows Drive	37,200.00	13,021.00
12/18/23	7001-8000	LENNAR COLORADO LLC	4322 Fellows Drive	48,000.00	13,021.00
12/18/23	9001-10000	LENNAR COLORADO LLC	4330 Fellows Drive	57,000.00	13,021.00
12/18/23	8001-9000	LENNAR COLORADO LLC	5528 Mcaffee Street	51,600.00	13,021.00
12/18/23	>11000	LENNAR COLORADO LLC	5537 Mare Lane	69,000.00	13,021.00
12/18/23	5001-6000	LENNAR COLORADO LLC	4326 Apple Cider Street	37,200.00	13,021.00
12/18/23	5001-6000	LENNAR COLORADO LLC	4318 Apple Cider Street	37,200.00	13,021.00
12/19/23	2 COMM	WWW PROPERTIES LLC	5721 S College Ave	480,000.00	104,168.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5329 Tulim Lane	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5956 Holstein Drive	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5950 Holstein Drive	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5645 Gelbray Place	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5997 Holstein Drive	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5973 Holstein Drive	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5961 Holstein Drive	17,400.00	13,021.00
12/19/23	CON. TAP 3/4	MELODY HOMES INC	5942 Amerifax Drive	17,400.00	13,021.00
12/20/23	5001-6000	BRIGHTLAND HOMES OF COLORADO L	4493 Parkline Street	37,200.00	13,021.00
12/20/23	3001-4000	BRIGHTLAND HOMES OF COLORADO L	4499 Parkline Street	21,600.00	13,021.00
12/20/23	3001-4000	BRIGHTLAND HOMES OF COLORADO L	4505 Parkline Street	21,600.00	13,021.00
12/20/23	3001-4000	BRIGHTLAND HOMES OF COLORADO L	4492 Burl Street	21,600.00	13,021.00
12/20/23	3001-4000	BRIGHTLAND HOMES OF COLORADO L	4486 Burl Street	21,600.00	13,021.00
12/22/23	10001-11000	VANCE CONSTRUCTION INC	1156 Bordeaux Drive	0.00	13,021.00
12/22/23	6001-7000	TOLL SOUTHWEST LLC	4423 Hickory Hill Street	43,200.00	13,021.00
12/22/23	7001-8000	TOLL SOUTHWEST LLC	5693 Argo Avenue	48,000.00	13,021.00
12/22/23	8001-9000	TOLL SOUTHWEST LLC	4253 Strolling Street	51,600.00	13,021.00
12/22/23	7001-8000	TOLL SOUTHWEST LLC	4408 Shivaree Street	48,000.00	13,021.00
12/22/23	9001-9000	TOLL SOUTHWEST LLC	4399 Shivaree Street	51,600.00	13,021.00
12/29/23	>11000	TOLL SOUTHWEST LLC	4331 Trader Street	69,000.00	13,021.00
12/29/23	10001-11000	TOLL SOUTHWEST LLC	4217 Strolling Street	60,600.00	13,021.00
12/29/23	8001-9000	TOLL SOUTHWEST LLC	4229 Strolling Street	51,600.00	13,021.00
12/7/23	3001-4000	WELCOME TO REALTY LLC 401K PSP	5218 Sunglow Court	0.00	10,805.90
12/7/23	3001-4000	WELCOME TO REALTY LLC 401K PSP	5220 Sunglow Court	0.00	10,805.90

# ***FORT COLLINS -LOVELAND WATER DISTRICT***

				\$4,196,400.00	\$1,135,686.40
		Total Water Taps Sold For December 2023 =	49		
		3/4" Taps Sold =	45		
		1" Taps Sold =	0		
		1.5" Taps Sold =	0		
		2" Taps Sold =	4		
		3" Taps Sold =	0		
		4" Taps Sold =	0		
		City Taps =	0		
		Provided by Builder/Developer =	0		
		Bought from FCLWD =	49		
		Total Water Taps Sold For December 2022 =	26		
		Taps sold for the year 2022 =	561		
		Taps sold for the year 2021 =	555		
		Taps sold for the year 2020 =	317		