

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, October 13, 2025, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

Call-In Number: 1(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve October 13, 2025, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from September 22, 2025, Special Meeting**
 - b. Invoices through October 13, 2025**
 - c. Unaudited Financial Statements September 2025**
 - d. Tank Inspection Contract – 5 Year CDPHE**
 - e. Eaton Electric In Pump Station 6 VFD (Ratify)**
 - f. Eaton Pipeline Phase 3 Bid Selection, NTP and Contract for Services**
 - g. Approval of Distribution Line Acquisition**
 - i. Cty Rd 86 Distribution Line**
 - i. Brough Easements**
- 6. Action: Consider Approval of Stipulation in Case 21CW 3056 – CWCB River Augmentation Environmental Flow Seed Water (enclosures)**
- 7. Discussion: Consider North Weld County Water District Preliminary 2026 Budget (enclosures)**
 - a. NWCWD Budget and Budget Memo**
 - b. SCWTA Budget and Budget Memo**
 - c. Revised Surcharge Reports from Honey Creek**
 - d. District 2026 Position, SWOT Analysis and Guidance Memo (enclosures, privileged and confidential separate cover)**
 - i. August 2023 Guidance Document (link) [Memo to BOD re Water Service Agreements 2023-08 & Appendix Document.pdf](#)**

8. **Action: Consider Approval of Water Rights Acquisition (enclosures, privileged and confidential separate cover)**
 - a. **1 Share Water Supply and Storage**
 - b. **120 Units C-BT**

9. **Action: Larimer & Weld #8 Ditch Newt III Crossing and Woods Lake Eaton Pipeline Crossing Repairs (enclosures, privileged and confidential separate cover)**

10. **Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4) (b)&(e), C.R.S. related to District 2026 Guidance Document Strategy Memo, Water Rights Acquisition and Ditch Repairs**

11. **District Manager's Report**
 - a. **Town of Pierce – NW Presentation to Town October 13, 2025**
 - b. **North Poudre Irrigation Co., South Side Ditch Water, Park Creek Reservoir Allocation Issues**
 - c. **Weld County Comprehensive Plan**
 - d. **SCWTP Fluoride Outage**

Other Business:

ADJOURN_____ .M.

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

HELD SEPTEMBER 22, 2025 AT 8:30 A.M. AT

32825 COUNTY ROAD 39, LUCERNE, COLORADO AND VIA TELECONFERENCE

The regular meeting of the Board of Directors of North Weld County Water District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, have confirmed their qualifications to serve, were in attendance:

Attendance

Tad Stout, President
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary absent
Nels Nelson, Treasurer
J.G. Milne, Secretary

Director Pettinger was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were Zachary P. White, Esq., WBA, PC, Attorneys at Law, District General Counsel; and Eric Reckentine, District General Manager; Jamie Dickinson, Esq., Spencer Fane, District Special Counsel; Alyson Gorsevski, Esq., Lyons Gaddis, District Water Counsel; Jill Burrell and Dan Egger, Ditesco; Richard Reins and Jan Sitterson, Water Resources; Keri Allison, Western States; Shayne McCullough and Melanie Terwoord, McCullough Consulting, LLC and Jade Gernant, TriHydro Corp.

1. Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Mr. Stout called the meeting to order.

2. Conflict of Interest Disclosures

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

3. Approval of Agenda

The Board reviewed the proposed agenda. Following discussion, upon a motion by Mr. Nelson and seconded by Ms. Hennen, the Board unanimously approved the agenda as presented.

4. Introduction

Mr. McCullough and Ms. Terwoord from McCullough Consulting, LLC introduced themselves to the Board and informed the Board that they are the new consultants and will be assisting with the District's budgeting and accounting.

5. Public Comments

None.

6. Consent Agenda

Mr. Reckentine reviewed the items on the consent agenda with the Board. Mr. Reckentine advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion by Mr. Nelson and seconded by Ms. Hennen, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- a. Minutes from August 11, 2025, Regular Meeting
- b. Invoices through September 22, 2025
- c. Unaudited Financial Statements August 2025
- d. CSU Water Storage Lease Agreement
- e. Power Washer Purchase Industrial Cleaning (Ratify)
- f. Lead and Copper Water Line Inventory Scope of Services
- g. Eaton Pipeline Phase 3 Materials Procurement – Butterfly Valves
- h. Consider Approval of Letters of Intent
 - a. Under Allocated Commercial Sector
 - i. Longs Peak Dairy
- i. Approval of Distribution Line Acquisitions
 - a. Zone 1 East Transmission
 - i. City of Thornton License (Ratify)
 - b. Highway 84 Replacement
 - i. Dye Crest Dairy Easement
 - ii. WSSC Crossing

7. Consider Adoption of Resolution No. 20250922-01: Resolution Adopting NWCWD Potable Water System Master Plan Update

Mr. Reckentine presented the Resolution Adopting NWCWD Potable Water System Master Plan Update to the Board. Upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the resolution.

8. Consider Adoption of Resolution No. 20250922-02: Resolution Adopting Rules and Regulation Manual

Mr. Reckentine presented the Resolution Adopting Rules and Regulation Manual to the Board. It was noted that these new rules and regulations are to supersede the 1999 rules and regulations manual. Upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the resolution.

9. Consider Approval of Amended Resolutions

a. Resolution No. 20250922-03: Resolution Correcting a Plant Investment Policy

Mr. Reckentine presented the Resolution Correcting a Plant Investment Policy to the Board. It was noted that the resolution is a correction to align the policy with current practice as it relates to investments for non-potable water taps. Upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the resolution.

b. Resolution No. 20250922-04: Leak Reimbursement Policy Resolution

Mr. Reckentine presented the Leak Reimbursement Policy Resolution to the Board. Upon a motion by Mr. Nelson, seconded by Mr. Milne, the Board approved the resolution.

c. Resolution No. 20250922-05: Water Dedication Policy

Mr. Reckentine presented the Water Dedication Policy to the Board. Upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the resolution as amended, subject to removal of the fee-in-lieu amount from the policy.

10. North Poudre Irrigation Co., South Side Ditch Water, Park Creek Reservoir Allocation Issues, and Proposed Town of Wellington Purchase of Shareholder Yield

Mr. Reckentine presented that the vote that took place at the Shareholder meeting on August 25th was extended to a later date. The Board discussed the matter in Executive Session.

Following the Executive Session, the Board directed staff and Special Counsel to send letters to NIPC requesting information and action related to the South Side Ditch Water and Park Creek Reservoir Allocation issues.

11. Consider Action Related to Cactus Hill Property, Zone 1 West Transmission Line and Tank Site Acquisition

Ms. Dickinson presented an update on the status of possession negotiations with Cactus Hill with the Board. The Board discussed the matter in Executive Session.

Following the Executive Session, no action was taken.

12. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to NPIC Matters for Park Creek, South Side Ditch Water, Wellington Amended Agreement and Cactus Hill Acquisition

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 9:09 a.m. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b)&(e), C.R.S. related to NPIC Matters for Park Creek, South Side Ditch Water, Wellington Amended Agreement and Cactus Hill Acquisition.

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

The Board reconvened in regular session at 9:58 a.m.

13. District Manager's Report

a. Preliminary 2026 Budget

Mr. Reckentine reported that a preliminary draft budget will be distributed before the October Board meeting.

b. Revised Surcharge and Allocation Reports from Honey Creek

Mr. Reckentine reported that Honey Creek is working on an updated report that will be presented at the October Board meeting.

c. Eaton Pipeline Phase III Contractor Selection

Mr. Reckentine reported that contract award is planned for the October Board meeting.

d. Zone 1 West Pipeline and Tank 1C Contractor Selection

Mr. Reckentine reported that the contract award is planned for the October Board meeting.

e. 5 Agricultural Commercial Properties Development Review

Mr. Reckentine reported that 16 taps across 5 agriculture properties are in development review.

f. Two Water Acquisitions 2026

Mr. Reckentine reported that two potential water acquisition to consider at the October Board meeting.

g. Closed on Brooker WS SC 0.25 Share

Mr. Reckentine reported that the ¼ share of WS SC was closed in September.

h. Town of Severance WSA to Town Council November 2025

Mr. Reckentine reported that the Town will consider approval of the WSA at its November Board meeting.

i. Town of Pierce – NW Presentation to Town

Mr. Reckentine reported that he will present to the Town of Pierce in October regarding the terms of the WSA.

j. Moody Development

Mr. Reckentine reported that Stantec has done a preliminary review of the Moody Development and there are no fatal flaws found. The Developer will be able to enter development review.

k. NEWT III

Mr. Reckentine reported that Garney's contract will stay open with a change order to make repairs at the No. 8 Canal Crossing. The repairs will need to be completed by March 2026.

Adjourn

There being no further business to come before the Board, following discussion and upon a motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

The foregoing minutes were approved on the 13th day of October 2025

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 9:09 a.m. on September 22, 2025 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to NPIC Matters for Park Creek, South Side Ditch Water, Wellington Amended Agreement, and Amended Agreement with Cactus Hill Acquisition as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
September 30, 2025

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	4,887,673.64
1015 - COLO TRUST - GENERAL		21,287,806.10
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		24,222,732.07
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(2,656,503.00)
1050 - CASH RESERVE (CWRPDA)		2,656,503.00
1100 - AR WATER (DRIP)		3,303,636.54
1102 - CUSTOMER DEPOSITS		(139,442.00)
1105 - AR CONSTRUCTION METERS		57,046.51
1116 - ACCOUNTS RECEIVABLE		976.59
1230 - PREPAID INSURANCE		48,588.93
1300 - INVENTORY		2,395,450.20

Total Current Assets		56,330,231.83
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Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		3,798,676.33
1405 - WATER RIGHTS OWNED		107,542,451.44
1407 - WATER STORAGE		6,854,560.95
1415 - MACHINERY & EQUIPMENT		2,861,811.20
1416 - DEPREC - MACH & EQUIP		(2,103,839.92)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		86,157,898.31
1426 - DEPREC - PIPELINES		(27,963,486.65)
1430 - STORAGE TANKS		3,812,663.06
1431 - DEPREC - STORAGE TANKS		(1,802,108.97)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(109,840.93)
1435 - PUMP STATIONS		6,554,447.25
1436 - DEPREC - PUMP STATIONS		(3,046,721.35)
1437 - FILL STATION		14,777.25
1438 - DEPREC - FILL STATION		(4,666.50)
1440 - PAVING		254,642.20
1441 - DEPREC - PAVING		(31,228.35)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(609,865.34)
1454 - CONSTRUCT IN PROGRESS		19,469,985.01

Total Property and Equipment		204,578,064.33
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Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		0.37

Total Other Assets		22,849,611.07
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Total Assets	\$	283,757,907.23
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LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	177,450.35
2216 - CONST MTR DEPOSITS		117,524.94
2022 Arbitrage Liability		1,473,253.00

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
September 30, 2025

2230 - ACCRUED WAGES	74,214.91	
2231 - ACCRUED COMP ABSENCES	222,572.24	
2232 - ACCRUED INTEREST	602,550.00	
2240 - Retainage Payable	1,309,265.48	
Total Current Liabilities		3,976,830.92
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	628,232.32	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	33,465,000.00	
2226.1 - 2022 Bond Premium	3,063,948.86	
2229 - PREMIUM ON 2009A LOAN	29,318.29	
Total Long-Term Liabilities		55,111,499.47
Total Liabilities		59,088,330.39
Capital		
2800 - RETAINED EARNINGS	222,693,775.24	
Net Income	1,975,801.60	
Total Capital		224,669,576.84
Total Liabilities & Capital	\$	283,757,907.23

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Nine Months Ending September 30, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3100 - OPERATING	\$ 0.00	\$ 0.00	\$ 0.00	0.00	0.00
3110 - METERED SALES	1,397,102.79	10,740,041.85	15,748,908.00	5,008,866.15	68.20
3111 - WATER ALLOC SURCHARGE	632,118.50	3,971,097.00	4,300,000.00	328,903.00	92.35
3112 - PLANT INVEST SURCHARGE	411,016.50	2,505,231.00	2,800,000.00	294,769.00	89.47
3113 - ADJUSTMENTS	466,494.96	897,196.80	0.00	(897,196.80)	0.00
3140 - CONST METER USAGE	31,004.24	275,427.29	217,548.00	(57,879.29)	126.61
3141 - CONSTR METER RENTAL	880.00	7,540.00	5,837.00	(1,703.00)	129.18
3142 - CONSTRUCT METER REPAIR	0.00	4,037.85	584.00	(3,453.85)	691.41
3150 - NON-POTABLE REIMBURSE	0.00	0.00	0.00	0.00	0.00
3160 - INTERCONNECT WATER	0.00	0.00	0.00	0.00	0.00
OPERATING	2,938,616.99	18,400,571.79	23,072,877.00	4,672,305.21	79.75
3200 - NON-OPERATING REVENUES	0.00	0.00	0.00	0.00	0.00
3210 INTEREST-COTRUST-GENERAL	157,371.46	1,446,677.95	1,500,000.00	53,322.05	96.45
3211 INTEREST-COTRUST-BONDS	0.00	0.00	0.00	0.00	0.00
3220 - PORT PARTONAGE AGFINITY	0.00	336.28	860.00	523.72	39.10
NON OPERATING	157,371.46	1,447,014.23	1,500,860.00	53,845.77	96.41
3300 - NEW SERVICE	0.00	0.00	0.00	0.00	0.00
3310 - TAP (PI) FEES	0.00	2,146,200.00	3,300,000.00	1,153,800.00	65.04
3311 - DISTANCE FEES	0.00	580,000.00	183,790.00	(396,210.00)	315.58
3312 - WATER (ALLOCATION) FEE	0.00	220,500.00	210,000.00	(10,500.00)	105.00
3313 - WATER STORAGE FEES	0.00	0.00	0.00	0.00	0.00
3314 - INSTALLATION FEES	0.00	94,740.71	344,606.00	249,865.29	27.49
3315 - METER RELOCATION FEE	0.00	0.00	1,723.00	1,723.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	159,181.00	159,181.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	10,000.00	10,200.00	200.00	98.04
3321 - NON-POTABLE INSTALL	0.00	4,800.00	0.00	(4,800.00)	0.00
3330 - COMMITMENT LETTER FEE	1,800.00	68,900.00	0.00	(68,900.00)	0.00
3331 - REVIEW FEE	1,220.00	2,860.00	0.00	(2,860.00)	0.00
3332 - REVIEW DEPOSIT	5,000.00	5,000.00	0.00	(5,000.00)	0.00
3340 - INSPECTION FEE	0.00	0.00	0.00	0.00	0.00
3350 - SUPPLEMENTAL FEE	0.00	0.00	0.00	0.00	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	231,985.90	0.00	(231,985.90)	0.00
NEW SERVICE	8,020.00	3,364,986.61	4,209,500.00	844,513.39	79.94
3400 - AG WATER	0.00	0.00	0.00	0.00	0.00
3410 - WATER RENTAL	0.00	13,090.00	18,943.00	5,853.00	69.10
3415 - WSSC RETURN FLOW RENTAL	0.00	0.00	0.00	0.00	0.00
3420 - WATER LEASE	0.00	0.00	0.00	0.00	0.00
3425 - WILDWING - NON-POTABLE	0.00	0.00	0.00	0.00	0.00
AG WATER	0.00	13,090.00	18,943.00	5,853.00	69.10
3500 - MISCELLANEOUS	2,086.21	97,051.05	0.00	(97,051.05)	0.00
3510 - CAR TIME	0.00	0.00	0.00	0.00	0.00
3520 - TRANSFER FEES	550.00	6,300.00	10,200.00	3,900.00	61.76
3530 - RISE TOWER RENT	300.00	2,700.00	8,385.00	5,685.00	32.20
3540 - SAFETY GRANT (CSD)	0.00	0.00	0.00	0.00	0.00
3550 - FEMA GRANT (EMBANKMENT)	0.00	0.00	0.00	0.00	0.00
3560 - BACKFLOW TESTING FEE	0.00	(175.00)	0.00	175.00	0.00
MISCELLANEOUS	2,936.21	105,876.05	18,585.00	(87,291.05)	569.69
TOTAL REVENUES	3,106,944.66	23,331,538.68	28,820,765.00	5,489,226.32	80.95
OPERATING EXPENSE					
4100 - WATER	0.00	0.00	0.00	0.00	0.00
411.04 - WINDSOR	0.00	0.00	0.00	0.00	0.00
411.05 - WSS	0.00	0.00	0.00	0.00	0.00
4110 - POTABLE WATER	545.08	2,436,032.94	3,418,521.50	982,488.56	71.26
4113 - SITE MAINTENANCE ANNUAL	0.00	0.00	0.00	0.00	0.00
4120 - RENTAL WATER	0.00	0.00	0.00	0.00	0.00
4130 - CARRYOVER	11,434.19	11,434.19	94,925.09	83,490.90	12.05
4131 - CARRYOVER2	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Nine Months Ending September 30, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4132 - CARRYOVER3	0.00	0.00	0.00	0.00	0.00
4140 - WINTER WATER	0.00	3,137.21	5,859.55	2,722.34	53.54
415.02 - NPIC	0.00	0.00	0.00	0.00	0.00
415.04 - DIVIDE CANAL & RES.	0.00	0.00	0.00	0.00	0.00
415.05 - PIERCE LATERAL	0.00	0.00	0.00	0.00	0.00
415.09 - MISC	0.00	0.00	0.00	0.00	0.00
4150 - ASSESSMENTS	0.00	655,411.32	623,758.86	(31,652.46)	105.07
4151 - BOX ELDER DITCH	0.00	0.00	0.00	0.00	0.00
4160 - RULE 11 FEES	0.00	0.00	67,668.00	67,668.00	0.00
4170 - WATER QUALITY - TESTING	52.00	9,661.00	14,566.00	4,905.00	66.33
4175 - BACKFLOW SURVEYING	0.00	0.00	0.00	0.00	0.00
418 - RE-ALLOCATION	0.00	0.00	0.00	0.00	0.00
4180 - GOOD LATERAL RECHARGE	0.00	0.00	0.00	0.00	0.00
WATER	(12,031.27)	(3,115,676.66)	(4,225,299.00)	(1,109,622.34)	73.74
4200 - PERSONNEL OPERATIONS	0.00	0.00	0.00	0.00	0.00
4210 - SALARIES, FIELD	121,122.55	1,127,606.95	1,464,905.00	337,298.05	76.97
4220 - SALARIES, ENGINEERING	9,297.78	96,347.31	284,611.00	188,263.69	33.85
4230 - SALARIES, MAPPING	0.00	0.00	0.00	0.00	0.00
4240 - INSURANCE HEALTH	18,819.75	170,139.29	203,265.00	33,125.71	83.70
4250 - RETIREMENT	7,159.00	69,813.59	88,581.00	18,767.41	78.81
4260 - AWARDS	0.00	0.00	1,426.00	1,426.00	0.00
4270 - UNIFORMS	219.96	2,928.98	6,500.00	3,571.02	45.06
4280 - MISCELLANEOUS	0.00	0.00	1,189.00	1,189.00	0.00
EMPLOYEES	(156,619.04)	(1,466,836.12)	(2,050,477.00)	(583,640.88)	71.54
431 - WATER LINES	0.00	0.00	0.00	0.00	0.00
433 - PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
434 - EQUIPMENT	0.00	0.00	0.00	0.00	0.00
REPAIRS	0.00	0.00	0.00	0.00	0.00
4400 - OPERATION & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	6,251.61	49,468.83	61,200.00	11,731.17	80.83
4411 - LOCATES	917.06	8,248.89	17,340.00	9,091.11	47.57
4412 - FARM PROPERTIES	0.00	0.00	3,060.00	3,060.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,928.00	5,928.00	0.00
4414 - CONSTRUCTION METER	0.00	5,088.02	0.00	(5,088.02)	0.00
4415 - WATER LINES (REPAIRS)	13,039.68	121,069.34	473,000.00	351,930.66	25.60
4416 - APPURTENANCE(REPAIR)	128.38	34,037.68	225,000.00	190,962.32	15.13
4417 - METER SETTING	4,570.00	71,762.76	510,000.00	438,237.24	14.07
4418 - MASTER METERS	0.00	0.00	25,500.00	25,500.00	0.00
4419 - SERVICE WORK	11,089.93	391,182.77	132,600.00	(258,582.77)	295.01
4420 - STORAGE TANKS (O & M)	55.48	30,650.98	55,080.00	24,429.02	55.65
4430 - PUMP STATIONS (O & M)	5,843.39	57,485.71	153,000.00	95,514.29	37.57
4435 - CHLORINE STATION	419.75	2,166.43	5,631.00	3,464.57	38.47
4440 - EQUIPMENT	16,074.04	77,136.97	78,540.00	1,403.03	98.21
4445 - SCADA EQUIPMENT	2,491.60	46,550.80	30,600.00	(15,950.80)	152.13
4446 - LOCATING EQUIPMENT	1,230.33	1,230.33	5,743.00	4,512.67	21.42
4447 - GPS EQUIPMENT	0.00	0.00	27,568.00	27,568.00	0.00
4448 - METER READING EQUIPMENT	0.00	0.00	0.00	0.00	0.00
445.01 - YARD WELLS	0.00	0.00	0.00	0.00	0.00
4450 - SHOP/YARD	6,833.36	52,797.65	30,000.00	(22,797.65)	175.99
446.7591 - VIN 7591 (DUMP TRK)	0.00	0.00	0.00	0.00	0.00
4460 - VEHICLES	21,283.88	128,261.83	106,121.00	(22,140.83)	120.86
4470 - SAFETY	350.00	4,879.12	20,808.00	15,928.88	23.45
4480 - CONTROL VAULTS	0.00	0.00	34,680.00	34,680.00	0.00
OPERATION & MAINTENANCE	(90,578.49)	(1,082,018.11)	(2,001,399.00)	(919,380.89)	54.06
4500 - ENGINEERING	0.00	0.00	0.00	0.00	0.00
4510 - GENERAL	0.00	0.00	0.00	0.00	0.00
4520 - MASTER PLAN	0.00	0.00	0.00	0.00	0.00
4530 - PROJECTS	0.00	0.00	0.00	0.00	0.00
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	5,145.39	139,095.36	188,416.00	49,320.64	73.82

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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4610 - PRV'S	0.00	0.00	0.00	0.00	0.00
4620 - STORAGE TANKS	0.00	0.00	0.00	0.00	0.00
4630 - PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
4640 - METER VAULTS	0.00	0.00	0.00	0.00	0.00
4650 - FILL STATION	0.00	0.00	0.00	0.00	0.00
ELECTRICITY	(5,145.39)	(139,095.36)	(188,416.00)	(49,320.64)	73.82
4700 - COMMUNICATIONS	100.08	900.72	52,020.00	51,119.28	1.73
4720 - TANK RADIOS	0.00	0.00	0.00	0.00	0.00
COMMUNICATIONS	(100.08)	(900.72)	(52,020.00)	(51,119.28)	1.73
4800 - INSURANCE	0.00	0.00	0.00	0.00	0.00
4810 - GENERAL	4,012.38	36,111.42	77,010.00	40,898.58	46.89
4810 - GENERAL	0.00	0.00	0.00	0.00	0.00
4820 - AUTO	2,611.12	14,519.08	20,808.00	6,288.92	69.78
4820 - AUTO	0.00	0.00	0.00	0.00	0.00
4830 - WORKER'S COMP	3,471.83	31,246.47	78,030.00	46,783.53	40.04
INSURANCE	(10,095.33)	(81,876.97)	(175,848.00)	(93,971.03)	46.56
4900 - MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
4930 - BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	274,569.60	5,886,403.94	8,693,459.00	2,807,055.06	67.71
ADMINISTRATIVE EXPENSE					
5100 - PERSONNEL - ADMIN	0.00	0.00	0.00	0.00	0.00
5110 - OFFICE	47,304.82	454,815.34	562,161.00	107,345.66	80.90
5120 - ADMINISTRATIVE	0.00	0.00	0.00	0.00	0.00
5130 - CUSTOMER	0.00	0.00	0.00	0.00	0.00
5140 - MISC LABOR (ELECTION)	0.00	0.00	0.00	0.00	0.00
5150 - DIRECTORS' FEES	0.00	0.00	0.00	0.00	0.00
SALARIES	47,304.82	454,815.34	562,161.00	107,345.66	80.90
5200 - PAYROLL TAXES	0.00	0.00	0.00	0.00	0.00
5210 - FICA	13,428.78	128,766.52	141,780.00	13,013.48	90.82
5220 - UNEMPLOYMENT	0.00	0.02	0.00	(0.02)	0.00
PAYROLL TAXES	13,428.78	128,766.54	141,780.00	13,013.46	90.82
5300 - HEALTH INSURANCE	0.00	0.00	62,424.00	62,424.00	0.00
5310 - ADMIN HEALTH INSURANCE	5,181.65	46,634.85	0.00	(46,634.85)	0.00
HEALTH INSURANCE	5,181.65	46,634.85	62,424.00	15,789.15	74.71
5400 - OFFICE UTILITIES	746.33	3,360.60	0.00	(3,360.60)	0.00
5401 - ELECTRICITY	0.00	7,631.57	10,404.00	2,772.43	73.35
5402 - PROPANE	1,103.67	9,118.60	7,283.00	(1,835.60)	125.20
5403 - TELEPHONE	1,483.36	226,826.07	23,929.00	(202,897.07)	947.91
5404 - CELL PHONE SERVICE	1,504.75	13,956.98	20,808.00	6,851.02	67.08
5405 - CELL PHONE ACCESSORIES	0.00	0.00	520.00	520.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	12,920.00	20,808.00	7,888.00	62.09
5407 - INTERNET	0.00	1,645.48	624.00	(1,021.48)	263.70
5408 - WASTE MANAGEMENT	0.00	0.00	0.00	0.00	0.00
5409 - SECURITY CAMERAS	1,827.90	17,857.20	12,240.00	(5,617.20)	145.89
5410 - OFFICE EQUIPMENT	0.00	0.00	510.00	510.00	0.00
5411 - ALL-IN-ONE	0.00	0.00	0.00	0.00	0.00
5412 - PRINTERS	0.00	1,447.17	510.00	(937.17)	283.76
5413 - FURNITURE	0.00	0.00	0.00	0.00	0.00
544.01 - COMPUTER	0.00	0.00	0.00	0.00	0.00
5440 - COMPUTER	0.00	3,109.13	5,100.00	1,990.87	60.96
5441 - COMPUTER SUPPORT	12,366.00	73,214.62	70,000.00	(3,214.62)	104.59
5442 - HARDWARE (COMPUTERS)	0.00	7,043.05	0.00	(7,043.05)	0.00
5443 - SOFTWARE	9,010.00	9,010.00	7,283.00	(1,727.00)	123.71
5444 - LICENSES (ANNUAL)	0.00	16,683.39	31,212.00	14,528.61	53.45

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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5445 - SENSUS METER SUPPORT	0.00	21,500.00	3,121.00	(18,379.00)	688.88
5449 - INTERNET/EMAIL	0.00	0.00	0.00	0.00	0.00
OFFICE UTILITIES	29,402.01	425,323.86	214,352.00	(210,971.86)	198.42
5500 - OFFICE EXPENSES	0.00	0.00	0.00	0.00	0.00
551.01 - PUBLIC RELATIONS	0.00	0.00	0.00	0.00	0.00
551.04 - SPECIAL PROJ BILLING	0.00	0.00	0.00	0.00	0.00
5510 - OFFICE EXPENSES	19,678.05	146,697.38	182,182.00	35,484.62	80.52
5520 - POSTAGE	2,383.75	2,435.90	4,000.00	1,564.10	60.90
5530 - BANK / CREDIT CARD FEES	4,683.47	40,716.45	40,000.00	(716.45)	101.79
5540 - BUILDING MAINTENANCE	0.00	4,026.32	7,000.00	2,973.68	57.52
5550 - PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
5560 - PRINTING	0.00	0.00	0.00	0.00	0.00
5570 - ELECTION	0.00	0.00	0.00	0.00	0.00
5580 - DUES & REGISTRATION	1,653.00	9,080.48	0.00	(9,080.48)	0.00
OFFICE EXPENSE	28,398.27	202,956.53	233,182.00	30,225.47	87.04
5600 - PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00
5610 - LEGAL	187,004.14	725,313.93	375,000.00	(350,313.93)	193.42
5620 - ACCOUNTING	0.00	84,520.00	70,000.00	(14,520.00)	120.74
5625 - EASEMENT FEES	0.00	750.00	0.00	(750.00)	0.00
5626 - RECORDING FEES	0.00	0.00	0.00	0.00	0.00
5630 - WATER TRANSFER FEES	243.00	1,636.00	4,080.00	2,444.00	40.10
5640 - MAPPING - NORTHLINE	0.00	0.00	728.00	728.00	0.00
5650 - CONSULTANT FEES	2,380.00	42,249.03	225,000.00	182,750.97	18.78
5651 - CSU RESEARCH	0.00	0.00	0.00	0.00	0.00
5660 - MEMBERSHIP FEES	17,537.44	19,537.44	61,200.00	41,662.56	31.92
5670 - APPRAISALS	0.00	0.00	0.00	0.00	0.00
5680 - LAND ACQUISITION	28,265.15	57,515.55	102,000.00	44,484.45	56.39
PROFESSIONAL FEES	235,429.73	931,521.95	838,008.00	(93,513.95)	111.16
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
5910 - SETTLEMENTS	0.00	357,750.03	0.00	(357,750.03)	0.00
5920 - FIRE MITIGATION GRANT	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	357,750.03	0.00	(357,750.03)	0.00
TOTAL ADMINISTRATIVE EXPENSE	359,145.26	2,547,769.10	2,051,907.00	(495,862.10)	124.17
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	0.00	0.00	0.00
6120 - IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
6130 - CASH CONTR FOR CAPITAL	0.00	0.00	0.00	0.00	0.00
6140 - FILTER EXPANSION	0.00	0.00	0.00	0.00	0.00
618 - TUNNEL WATER	0.00	0.00	0.00	0.00	0.00
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	149,500.00	12,250,000.00	12,100,500.00	1.22
621 - TANKS 1A, 1B	0.00	0.00	0.00	0.00	0.00
625 - TANK 5	0.00	0.00	0.00	0.00	0.00
STORAGE TANKS	0.00	149,500.00	12,250,000.00	12,100,500.00	1.22
6300 - PUMP STATIONS	101,307.72	510,593.44	0.00	(510,593.44)	0.00
PUMP STATIONS	101,307.72	510,593.44	0.00	(510,593.44)	0.00
6400 - EQUIPMENT	7,800.00	7,800.00	0.00	(7,800.00)	0.00
6410 - VEHICLES	0.00	125,224.00	100,000.00	(25,224.00)	125.22
6420 - TRENCH BOX	0.00	0.00	0.00	0.00	0.00
6421 - TRAFFIC PLATES	0.00	0.00	0.00	0.00	0.00
6430 - BACKHOES	0.00	0.00	0.00	0.00	0.00
6440 - OTHER EQUIPMENT	0.00	0.00	0.00	0.00	0.00

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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6450 - TRACKHORSE	0.00	0.00	0.00	0.00	0.00
EQUIPMENT	7,800.00	133,024.00	100,000.00	(33,024.00)	133.02
6500 - SYSTEM	0.00	0.00	0.00	0.00	0.00
6505 - ENGINEERING	108,026.14	909,063.44	1,050,000.00	140,936.56	86.58
651.03 - PIPELINE REPLACEMENT	0.00	0.00	0.00	0.00	0.00
651.10 - WILDWING IRRIG. LINE	0.00	0.00	0.00	0.00	0.00
651.14 - WINDSOR METER STATION	0.00	0.00	0.00	0.00	0.00
651.43. 12" LINE EX BLUE GRAMA	0.00	0.00	0.00	0.00	0.00
651.82.47 - HUNTER RIDGE DAIRY	0.00	0.00	0.00	0.00	0.00
6510 - WATER LINES	933,176.66	1,265,803.72	11,500,000.00	10,234,196.28	11.01
6515 - METER UPGRADES	0.00	0.00	0.00	0.00	0.00
6520 - RADIO READ METERS	0.00	0.00	0.00	0.00	0.00
6525 - MASTER METER	0.00	0.00	0.00	0.00	0.00
6530 - PRV'S	0.00	0.00	0.00	0.00	0.00
6535 - CHLORINE STATIONS	0.00	0.00	0.00	0.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	0.00	0.00	0.00
6545 - SCADA EQUIPMENT	0.00	18,822.75	0.00	(18,822.75)	0.00
6546 - LOCATING EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6547 - GPS EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6548 - MAPPING/GPS	0.00	0.00	0.00	0.00	0.00
6550 - SHOP/YARD	0.00	242,678.00	0.00	(242,678.00)	0.00
6580 - CONTROL VAULTS	0.00	0.00	0.00	0.00	0.00
SYSTEM	1,041,202.80	2,436,367.91	12,550,000.00	10,113,632.09	19.41
6600 - WATER RIGHTS/STORAGE	0.00	0.00	0.00	0.00	0.00
661.09 - OTHER	0.00	0.00	0.00	0.00	0.00
6610 - WATER RESOURCE MANAGER	0.00	0.00	0.00	0.00	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	950,000.00	7,872,500.00	6,000,000.00	(1,872,500.00)	131.21
6621 - CAPITAL CONTRIBUTIONS	5,517.81	5,517.81	0.00	(5,517.81)	0.00
6630 - LEGAL (WRM)	24,189.75	129,495.46	80,000.00	(49,495.46)	161.87
6640 - STORAGE	36,676.88	134,362.59	0.00	(134,362.59)	0.00
HORSETOOTH PROJECT	0.00	0.00	0.00	0.00	0.00
WATER RIGHTS	1,016,384.44	8,141,875.86	6,280,000.00	(1,861,875.86)	129.65
6700 - LAND/EASEMENTS	0.00	0.00	0.00	0.00	0.00
6710 - EASEMENTS	17,750.00	427,760.02	75,000.00	(352,760.02)	570.35
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	7,969.50	5,000.00	(2,969.50)	159.39
LAND/EASEMENTS	17,750.00	435,729.52	180,000.00	(255,729.52)	242.07
6800 - BUILDING - 32825 CR 39	0.00	17,950.00	0.00	(17,950.00)	0.00
BUILDING/PAVING	0.00	17,950.00	0.00	(17,950.00)	0.00
6900 - OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
6910 - OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	2,184,444.96	11,825,040.73	31,360,000.00	19,534,959.27	37.71
BONDS					
7000 - BOND ISSUE PREMIUM	0.00	0.00	0.00	0.00	0.00
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
7100 - BOND ISSUANCE COSTS	0.00	0.00	0.00	0.00	0.00
7110 - BOND DISCOUNT	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7200 - BONDS INTER/PRINCIPLE	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7280 - 2009A (WF 1400) NW 1052	0.00	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
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	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
7400 - INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
7800 - DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,110,532.38	23,335,478.37	28,898,673.00	5,563,194.63	80.75
TOTAL EXPENSES	2,826,179.82	21,359,676.77	46,579,134.00	25,219,457.23	45.86
PROFIT/LOSS	284,352.56	1,975,801.60	(17,680,461.00)	(19,656,262.60)	(11.18)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: September 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		5,216,246.36
Add: Cash Receipts		160,912.53
Less: Cash Disbursements		(1,848,054.67)
Add (Less) Other		1,358,569.42
Ending GL Balance		4,887,673.64
Ending Bank Balance		6,261,327.88
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jan 23, 2025	19579 (25.45)
	Feb 11, 2025	19648 (95.00)
	Mar 10, 2025	19707 (52.00)
	Apr 3, 2025	19770 (27.06)
	Apr 9, 2025	19800 (1,757.60)
	May 28, 2025	19949 (520.00)
	Jul 22, 2025	20103 (1,500.00)
	Aug 11, 2025	20169 (4,136.45)
	Aug 21, 2025	20190 (7.87)
	Aug 21, 2025	20198 (54.61)
	Aug 21, 2025	20201 (29.94)
	Sep 16, 2025	20228 (170.33)
	Sep 16, 2025	20230 (260.00)
	Sep 16, 2025	20231 (291.00)
	Sep 16, 2025	20234 (350.00)
	Sep 16, 2025	20237 (219.96)
	Sep 17, 2025	20239 (241.94)
	Sep 17, 2025	20241 (1,000.00)
	Sep 17, 2025	20246 (52.09)
	Sep 17, 2025	20247 (1,849.75)
	Sep 17, 2025	20248 (1,536.68)
	Sep 18, 2025	20252 (20,533.79)
	Sep 18, 2025	20253 (21,376.00)
	Sep 18, 2025	20255 (6,000.00)
	Sep 18, 2025	20257 (2,380.00)
	Sep 19, 2025	20259 (2,336.27)
	Sep 19, 2025	20261 (8,436.69)
	Sep 19, 2025	20265 (4,709.59)
	Sep 19, 2025	20266 (325.00)
	Sep 19, 2025	20269 (2,443.70)
	Sep 19, 2025	20274 (7,000.00)
	Sep 19, 2025	20278 (12,125.92)
	Sep 19, 2025	20279 (23,698.29)
	Sep 24, 2025	20281 (933,176.66)
	Sep 24, 2025	20282 (24,189.75)
	Sep 24, 2025	20283 (26,528.75)
	Sep 30, 2025	20284 (1,230.33)
	Sep 30, 2025	20285 (85.50)
	Sep 30, 2025	20286 (325.66)
	Sep 30, 2025	20287 (11,434.19)
	Sep 30, 2025	20288 (1,653.00)
	Sep 30, 2025	20289 (1,896.72)
	Sep 30, 2025	20290 (39.92)
	Sep 30, 2025	20291 (52.00)
	Sep 30, 2025	20292 (164.67)
	Sep 30, 2025	20293 (121.44)
	Sep 30, 2025	20294 (1,474.68)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: September 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

	Sep 30, 2025	20295	(142.35)	
	Sep 30, 2025	20296	(144.71)	
	Sep 30, 2025	20297	(28.00)	
	Sep 30, 2025	20298	(4.99)	
	Sep 30, 2025	20299	(200.00)	
	Sep 30, 2025	20300	(17,537.44)	
	Sep 30, 2025	20301	(29.94)	
	Sep 30, 2025	20302	(25.00)	
	Sep 30, 2025	20303	(100.08)	
	Sep 30, 2025	20304	(18.78)	
	Sep 30, 2025	20305	(386.00)	
	Sep 30, 2025	20306	(29.94)	
	Sep 15, 2025	OL-09152025	(246,908.42)	
Total outstanding checks				(1,393,471.90)
Add (Less) Other				
	Sep 30, 2025	MARS0921	590.47	
	Sep 28, 2025	OP0928	2,875.83	
	Sep 29, 2025	OP0929	6,681.27	
	Sep 30, 2025	OP0930	(75.92)	
	Sep 30, 2025	OP0930	9,746.01	
Total other				19,817.66
Unreconciled difference				0.00
Ending GL Balance				<u>4,887,673.64</u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2025
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: September 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	21,213,708.80
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	74,097.30
Ending GL Balance	21,287,806.10
Ending Bank Balance	21,287,806.10
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	21,287,806.10

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Sep 30, 2025
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: September 30, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	24,139,457.91
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	83,274.16
Ending GL Balance	24,222,732.07
Ending Bank Balance	24,222,732.07
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	24,222,732.07

MIDCO

DIVING & MARINE SERVICES

October 1, 2025

**North Weld County
Water District**

Attn: Will McCament
P.O. Box 56
Lucerne, CO 80646

RE: 2025 ROV – North Weld County Water District - Tank Maintenance Project - Urgent

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of the National Rural Water Association (NRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All operations are fully insured including General Liability, Workman’s Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employer’s Liability, Contractor’s Pollution, Automotive Liability, U.S.L.H., and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T – Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of the safety concerns when evaluating our proposal.

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Weld County Tank 1B	5M Gallons	32’ Height x 164’ Diameter	Steel Welded / On Grade
Weld County Tank 6A	150K Gallons	32’ Height x 28.6’ Diameter	Steel Welded / On Grade
Weld County Tank 6B	300K Gallons	32’ Height x 40.5’ Diameter	Steel Welded / On Grade

Inspection

A remote-operated vehicle (ROV) inspection with a live video recording will be transferred to a flash drive documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints & Seams
- Telemetry
- Interior Coatings
- Exterior Coatings
- Sediment Depths
- Thermal Stratification
- Bio-film Buildup
- Passive / Active Mixers

Potable Water Operations – All in-tank equipment is fully disinfected in accordance with ANSI/AWWA Standard C652-19. All system entries will be conducted in accordance with applicable OSHA regulations. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA, and ADCI-approved commercial diving/remotely operated equipment as it relates to in-service potable water operations.



800.479.1558 (P)
800.238.0217 (F)
605.791.3030 (O)
www.midcodiving.com / info@midcodiving.com
PO Box 513, Rapid City, SD. 57709



MIDCO

DIVING & MARINE SERVICES

ROV Inspection Pricing (Including Inspection Video)	\$8,476.00
Urgent Mobilization/Demobilization Rate	\$3,676.00
Additional Services	
<input type="checkbox"/> Confidential Report Utilizing EPA Guidelines	\$360.00 Each
<input type="checkbox"/> Confidential Full Written Report Utilizing EPA or State Guidelines	\$495.00 Each
<input type="checkbox"/> No Report(s) Requested	
<i>Additional Fees may be applied upon receipt of any Contract post-proposal acceptance as required. Pricing above does not include Local, State or Franchise Taxes – if any.</i>	

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner, or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on-site work;** interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include;** contract review, additional insurance requirements, or third-party vendor verification site requirements unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

- To expedite your project please be aware of the following:**
- The tank(s) must be full to overflow and in-service prior to the crews' arrival.
 - Access into the reservoirs must be sufficient for entry and exit of remotely operated vehicle. A minimum hatch size of 18" in diameter with no hatch obstructions.
 - Unobstructed road access to the tank is required.
 - Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
 - It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using the information you provide. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. The utility is responsible for all-weather access for Midco crew(s) and equipment. Any damages related to tank and/or site location(s) because of poor site conditions, (ex. snow, rain, mud, etc.) and obstructed road access may result in additional fees and/or a nominal trip charge to be applied to the final invoice. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc. is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner, and Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to the availability of personnel and equipment. Upon approval, please sign and return by fax, email, or mail to Midco Diving & Marine Services, Inc.

North Weld County Water District
P.O. Box 56
Lucerne, CO 80646

Midco Diving & Marine Services, Inc.
PO Box 513
Rapid City, SD. 57709
P: (800) 479-1558
F: (800) 238-0217

I have read, understand, and agree to the terms of this proposal:

By: _____

By: *Kylie Johnson*

Title: _____

Title: Regional Account Manager

Date: _____

Date: October 1, 2025



800.479.1558 (P)
800.238.0217 (F)
605.791.3030 (O)

www.midcodiving.com / info@midcodiving.com
PO Box 513, Rapid City, SD. 57709



Eaton Electric Inc
 PO BOX 385
 Eaton, CO 80615-0385
 +19704542051
 josh.eatonelectric@gmail.com



Proposal # 2022-2090

ADDRESS
 PO Box 56
 Lucerne
 CO
 80646-0056

DATE 09/22/2025	TOTAL \$15,500.00
--------------------	----------------------

JOB SITE
 Pump Station #6

PO #
 VFD Cooling Fan

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	— VFD Eaton replacement cooling fan Retro Kit.	1	8,815.00	8,815.00
	— Replacement 400 amp 480 volt Eaton breaker.	1	4,285.00	4,285.00
	— Labor to demo existing VFD cooling fan and main breaker for pump #2 and install replacement parts and retro fit kit.	1	2,400.00	2,400.00

Thank you for the opportunity to bid your job!

SUBTOTAL	15,500.00
TAX	0.00
TOTAL	\$15,500.00

THANK YOU.

Accepted By

Accepted Date

9-22-25



October 6, 2025

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: Eaton Pipeline Phase 3 Project
Recommendation of Bid Award

Dear Mr. Reckentine:

The North Weld County Water District held the Eaton Pipeline Phase 3 bid opening October 2, 2025. In total, five bid packages were received. Please see the attached Table 1 for the Bidding Requirements Checklist summarizing bids received. The five conforming bid packages were submitted by BT Construction, S.J. Louis Construction, T. Lowell Construction, Connell Resources, Inc., and Garney Companies, Inc. Trihydro Corporation (Trihydro) reviewed and evaluated the bid packages and prepared the summary presented below.

Prior to bidding, general contractors were requested to submit a Statement of Qualifications (SOQ) demonstrating their abilities to adequately perform the project with the intention of prequalifying contractors for the opportunity to submit bids for the project. SOQ packages were received June 6, 2025. Each SOQ package was reviewed for completeness and compliance with the request for qualifications that included general contractor company and personnel experience, references, work history, financial standing, litigation and claim history, and safety records. Trihydro contacted references provided and evaluated SOQs using a pre-qualification rating matrix. In total, five general contractors were shortlisted to bid.

Pre-qualified Bidders were required to submit a bid on both the Base Bid and Add Alternate Bid. Project award was based on the lowest combined Base Bid and Add Alternate bid price. Trihydro prepared a bid tabulation to analyze and compare bid item prices and verify total bid amounts. No quantitative errors were found in the bid schedules submitted, and four of the five bids were below the Engineer's Estimate. The full bid tabulation is presented in Table 2 and is summarized below.



Mr. Eric Reckentine
October 6, 2025
Page 2

Contractor	Bids Received		
	Base Bid	Add Alternate Bid	Bid Total
BT Construction, Inc.	\$ 4,733,702	\$ 1,258,444	\$ 5,992,146
S.J. Louis Construction, Inc.	\$ 4,310,210	\$ 1,225,460	\$ 5,535,670
T. Lowell Construction, Inc.	\$ 3,355,000	\$ 1,142,000	\$ 4,497,000
Connell Resources, Inc.	\$ 3,377,040	\$ 1,033,200	\$ 4,410,240
Garney Companies, Inc.	\$ 3,382,800	\$ 953,700	\$ 4,336,500

The lowest combined Base Bid plus Add Alternate Bid total was submitted by Garney Companies, Inc. in the amount of \$4,336,500.00. Based on Trihydro's review of the bid packages, Garney Companies, Inc. appears to be responsive to the bidding requirements. Trihydro also spoke with Garney Companies, Inc. after the bid opening to confirm understanding of the work required. Therefore, Trihydro recommends the NWCWD award the Eaton Pipeline Phase 3 Project Base Bid and Add Alternate Bid to Garney Companies, Inc. in the amount of \$4,336,500.00.

If you have questions or concerns regarding the current project status or the recommendations contained herein, please feel free to contact me at (307) 745-7474 or leldridge-looker@trihydro.com.

Sincerely,
Trihydro Corporation

Loren Eldridge-Looker, P.E.
Project Manager

0075Q-003-0010

Attachment

**TABLE 1. BIDDING REQUIREMENTS CHECKLIST
 NORTH WELD COUNTY WATER DISTRICT - EATON PIPELINE PHASE 3
 BID OPENING: OCTOBER 2, 2025**

Bidding Submittal Requirements	BT Construction, Inc.	S.J. Louis Construction, Inc.	T. Lowell Construction, Inc.	Connell Resources, Inc.	Garney Companies, Inc.
Bidder's equipment and personnel hourly rates schedule	Y	Y	Y	Y	Y
Subcontractors and Materials Suppliers List (signed)	Y	Y	Y	Y	Y
10% Bid Security (signed)	Y	Y	Y	Y	Y
Acknowledged Receipt of Addendum No. 1	Y	Y	Y	Y	Y
Bid Form (signed)	Y	Y	Y	Y	Y
Base Bid Schedule Total	\$ 4,733,702.00	\$ 4,310,210.00	\$ 3,355,000.00	\$ 3,377,040.00	\$ 3,382,800.00
Add Alternate Schedule Total	\$ 1,258,146.00	\$ 1,225,460.00	\$ 1,142,000.00	\$ 1,033,200.00	\$ 953,700.00
Base Bid Plus Add Alternate Schedule Total	\$ 5,992,146.00	\$ 5,535,670.00	\$ 4,497,000.00	\$ 4,410,240.00	\$ 4,336,500.00

TABLE 2. BID TABULATION
NORTH WELD COUNTY WATER DISTRICT - EATON PIPELINE PHASE 3
BID OPENING: OCTOBER 2, 2025

EATON PIPELINE PHASE 3 BASE BID				ENGINEER'S ESTIMATE		BT CONSTRUCTION, INC.		S.J. LOUIS CONSTRUCTION, INC.		T. LOWELL CONSTRUCTION, INC.		CONNELL RESOURCES, INC.		GARNEY COMPANIES, INC.	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Mobilization, Bonds, and Insurance	1	LS	\$ 418,570.00	\$ 418,570.00	\$ 176,320.00	\$ 176,320.00	\$ 376,600.00	\$ 376,600.00	\$ 142,000.00	\$ 142,000.00	\$ 245,000.00	\$ 245,000.00	\$ 277,000.00	\$ 277,000.00
2	Site Drainage and Temporary Erosion Control	1	LS	\$ 125,580.00	\$ 125,580.00	\$ 103,508.00	\$ 103,508.00	\$ 37,950.00	\$ 37,950.00	\$ 55,000.00	\$ 55,000.00	\$ 33,000.00	\$ 33,000.00	\$ 50,000.00	\$ 50,000.00
3	Temporary Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 45,448.00	\$ 45,448.00	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00	\$ 17,000.00	\$ 17,000.00	\$ 13,500.00	\$ 13,500.00
4	Topsoil Stripping, Management, and Placement	5	AC	\$ 3,500.00	\$ 17,500.00	\$ 39,849.00	\$ 199,245.00	\$ 13,750.00	\$ 68,750.00	\$ 14,000.00	\$ 70,000.00	\$ 31,000.00	\$ 155,000.00	\$ 5,000.00	\$ 25,000.00
5	Connect to Existing Water Line (30"Ø C900 DR18 PVC)	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 17,086.00	\$ 17,086.00	\$ 15,300.00	\$ 15,300.00	\$ 36,000.00	\$ 36,000.00	\$ 8,500.00	\$ 8,500.00	\$ 22,000.00	\$ 22,000.00
6	PVC Water Line - C900 DR18 (30"Ø)	4560	LF	\$ 475.00	\$ 2,166,000.00	\$ 384.00	\$ 1,751,040.00	\$ 270.00	\$ 1,231,200.00	\$ 225.00	\$ 1,026,000.00	\$ 238.00	\$ 1,085,280.00	\$ 230.00	\$ 1,048,800.00
7	PVC Water Line - C900 DR18 (30"Ø) with Restrained Joints	1620	LF	\$ 610.00	\$ 988,200.00	\$ 483.00	\$ 782,460.00	\$ 547.00	\$ 886,140.00	\$ 350.00	\$ 567,000.00	\$ 393.00	\$ 636,660.00	\$ 400.00	\$ 648,000.00
8	Combination Air/Vac Valve Station - Type I	1	EA	\$ 60,000.00	\$ 60,000.00	\$ 173,887.00	\$ 173,887.00	\$ 88,420.00	\$ 88,420.00	\$ 121,000.00	\$ 121,000.00	\$ 120,000.00	\$ 120,000.00	\$ 90,000.00	\$ 90,000.00
9	Combination Air/Vac Valve Station - Type II	1	EA	\$ 70,000.00	\$ 70,000.00	\$ 238,056.00	\$ 238,056.00	\$ 179,880.00	\$ 179,880.00	\$ 222,000.00	\$ 222,000.00	\$ 212,000.00	\$ 212,000.00	\$ 180,000.00	\$ 180,000.00
10	Temporary Blowoff Assembly (4"Ø)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 20,041.00	\$ 20,041.00	\$ 13,460.00	\$ 13,460.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
11	Blowoff Assembly (8"Ø)	1	EA	\$ 33,000.00	\$ 33,000.00	\$ 42,657.00	\$ 42,657.00	\$ 33,900.00	\$ 33,900.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00
12	Water Line Fitting (30"Ø 11.25° Bend)	1	EA	\$ 16,000.00	\$ 16,000.00	\$ 13,621.00	\$ 13,621.00	\$ 12,140.00	\$ 12,140.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,500.00	\$ 10,500.00
13	Water Line Fitting (30"Ø 22.5° Bend)	1	EA	\$ 13,100.00	\$ 13,100.00	\$ 13,642.00	\$ 13,642.00	\$ 12,160.00	\$ 12,160.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
14	Water Line Fitting (30"Ø 45° Bend)	10	EA	\$ 14,300.00	\$ 143,000.00	\$ 14,751.00	\$ 147,510.00	\$ 14,570.00	\$ 145,700.00	\$ 15,000.00	\$ 150,000.00	\$ 15,000.00	\$ 150,000.00	\$ 14,000.00	\$ 140,000.00
15	Water Line Fitting (30"Ø 90° Bend)	3	EA	\$ 15,800.00	\$ 47,400.00	\$ 16,079.00	\$ 48,237.00	\$ 14,620.00	\$ 43,860.00	\$ 17,000.00	\$ 51,000.00	\$ 18,000.00	\$ 54,000.00	\$ 15,000.00	\$ 45,000.00
16	Butterfly Valve (30"Ø MJ x MJ) - Owner-Furnished	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 8,990.00	\$ 17,980.00	\$ 10,000.00	\$ 20,000.00	\$ 9,000.00	\$ 18,000.00	\$ 11,000.00	\$ 22,000.00	\$ 12,500.00	\$ 25,000.00
17	Deadman Restraint	2	EA	\$ 25,000.00	\$ 50,000.00	\$ 20,629.00	\$ 41,258.00	\$ 15,200.00	\$ 30,400.00	\$ 19,000.00	\$ 38,000.00	\$ 13,000.00	\$ 26,000.00	\$ 5,500.00	\$ 11,000.00
18	Flow Fill Cutoff Wall	10	EA	\$ 2,000.00	\$ 20,000.00	\$ 2,914.00	\$ 29,140.00	\$ 1,435.00	\$ 14,350.00	\$ 3,000.00	\$ 30,000.00	\$ 2,150.00	\$ 21,500.00	\$ 1,000.00	\$ 10,000.00
19	Casing Pipe - Steel (48"Ø x 0.375")	180	LF	\$ 2,000.00	\$ 360,000.00	\$ 2,508.00	\$ 451,440.00	\$ 3,020.00	\$ 543,600.00	\$ 3,000.00	\$ 540,000.00	\$ 2,100.00	\$ 378,000.00	\$ 2,700.00	\$ 486,000.00
20	Remove and Replace Irrigation Ditch (Concrete, STA. 400+05)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 13,926.00	\$ 13,926.00	\$ 8,700.00	\$ 8,700.00	\$ 11,000.00	\$ 11,000.00	\$ 8,200.00	\$ 8,200.00	\$ 8,000.00	\$ 8,000.00
21	Site Cleanup and Revegetation	1	AC	\$ 11,500.00	\$ 11,500.00	\$ 27,206.00	\$ 27,206.00	\$ 5,400.00	\$ 5,400.00	\$ 7,000.00	\$ 7,000.00	\$ 8,900.00	\$ 8,900.00	\$ 15,000.00	\$ 15,000.00
22	Dewatering	1	LS	\$ 130,000.00	\$ 130,000.00	\$ 379,994.00	\$ 379,994.00	\$ 530,300.00	\$ 530,300.00	\$ 199,000.00	\$ 199,000.00	\$ 110,000.00	\$ 110,000.00	\$ 210,000.00	\$ 210,000.00
TOTAL BASE BID				\$ 4,749,850.00	\$ 4,749,850.00	\$ 4,733,702.00	\$ 4,733,702.00	\$ 4,310,210.00	\$ 4,310,210.00	\$ 3,355,000.00	\$ 3,355,000.00	\$ 3,377,040.00	\$ 3,377,040.00	\$ 3,382,800.00	\$ 3,382,800.00

EATON PIPELINE PHASE 3 ADD ALTERNATE				ENGINEER'S ESTIMATE		BT CONSTRUCTION, INC.		S.J. LOUIS CONSTRUCTION, INC.		T. LOWELL CONSTRUCTION, INC.		CONNELL RESOURCES, INC.		GARNEY COMPANIES, INC.	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
AA-1	Mobilization, Bonds, and Insurance	1	LS	\$ 104,100.00	\$ 104,100.00	\$ 112,056.00	\$ 112,056.00	\$ 28,950.00	\$ 28,950.00	\$ 49,000.00	\$ 49,000.00	\$ 55,000.00	\$ 55,000.00	\$ 50,000.00	\$ 50,000.00
AA-2	Site Drainage and Temporary Erosion Control	1	LS	\$ 31,230.00	\$ 31,230.00	\$ 47,925.00	\$ 47,925.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
AA-3	Topsoil Stripping, Management, and Placement	1	AC	\$ 3,500.00	\$ 3,500.00	\$ 31,702.00	\$ 31,702.00	\$ 17,300.00	\$ 17,300.00	\$ 14,000.00	\$ 14,000.00	\$ 37,000.00	\$ 37,000.00	\$ 5,000.00	\$ 5,000.00
AA-4	PVC Water Line - C900 DR18 (30"Ø)	800	LF	\$ 475.00	\$ 380,000.00	\$ 305.00	\$ 244,000.00	\$ 268.00	\$ 214,400.00	\$ 225.00	\$ 180,000.00	\$ 240.00	\$ 192,000.00	\$ 230.00	\$ 184,000.00
AA-5	PVC Water Line - C900 DR18 (30"Ø) with Restrained Joints	400	LF	\$ 610.00	\$ 244,000.00	\$ 362.00	\$ 144,800.00	\$ 508.00	\$ 203,200.00	\$ 350.00	\$ 140,000.00	\$ 394.00	\$ 157,600.00	\$ 400.00	\$ 160,000.00
AA-6	Blowoff Assembly (8"Ø)	1	EA	\$ 33,000.00	\$ 33,000.00	\$ 41,675.00	\$ 41,675.00	\$ 33,900.00	\$ 33,900.00	\$ 24,000.00	\$ 24,000.00	\$ 29,000.00	\$ 29,000.00	\$ 45,000.00	\$ 45,000.00
AA-7	Water Line Fitting (30"Ø 11.25° Bend)	1	EA	\$ 16,000.00	\$ 16,000.00	\$ 13,621.00	\$ 13,621.00	\$ 12,140.00	\$ 12,140.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,500.00	\$ 10,500.00
AA-8	Water Line Fitting (30"Ø 45° Bend)	5	EA	\$ 14,300.00	\$ 71,500.00	\$ 14,751.00	\$ 73,755.00	\$ 13,735.00	\$ 68,675.00	\$ 15,000.00	\$ 75,000.00	\$ 15,000.00	\$ 75,000.00	\$ 14,000.00	\$ 70,000.00
AA-9	Water Line Fitting (30"Ø Cap)	1	EA	\$ 18,000.00	\$ 18,000.00	\$ 8,965.00	\$ 8,965.00	\$ 12,700.00	\$ 12,700.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,300.00	\$ 7,300.00
AA-10	Butterfly Valve (30"Ø MJ x MJ) - Owner-Furnished	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 10,475.00	\$ 10,475.00	\$ 12,180.00	\$ 12,180.00	\$ 9,000.00	\$ 9,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,500.00	\$ 12,500.00
AA-11	Flow Fill Cutoff Wall	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 3,444.00	\$ 10,332.00	\$ 1,435.00	\$ 4,305.00	\$ 3,000.00	\$ 9,000.00	\$ 1,400.00	\$ 4,200.00	\$ 1,000.00	\$ 3,000.00
AA-12	Casing Pipe - Steel (42"Ø x 0.375")	114	LF	\$ 1,800.00	\$ 205,200.00	\$ 3,080.00	\$ 351,120.00	\$ 3,740.00	\$ 426,360.00	\$ 4,500.00	\$ 513,000.00	\$ 2,700.00	\$ 307,800.00	\$ 2,600.00	\$ 296,400.00
AA-13	Site Cleanup and Revegetation	3	AC	\$ 11,500.00	\$ 34,500.00	\$ 6,350.00	\$ 19,050.00	\$ 4,450.00	\$ 13,350.00	\$ 7,000.00	\$ 21,000.00	\$ 5,200.00	\$ 15,600.00	\$ 5,000.00	\$ 15,000.00
AA-14	Dewatering	1	LS	\$ 24,220.00	\$ 24,220.00	\$ 148,968.00	\$ 148,968.00	\$ 173,000.00	\$ 173,000.00	\$ 76,000.00	\$ 76,000.00	\$ 115,000.00	\$ 115,000.00	\$ 85,000.00	\$ 85,000.00
TOTAL ADD ALTERNATE BID				\$ 1,176,250.00	\$ 1,176,250.00	\$ 1,258,444.00	\$ 1,258,444.00	\$ 1,225,460.00	\$ 1,225,460.00	\$ 1,142,000.00	\$ 1,142,000.00	\$ 1,033,200.00	\$ 1,033,200.00	\$ 953,700.00	\$ 953,700.00
TOTAL BASE BID PLUS ADD ALTERNATE BID				\$ 5,926,100.00	\$ 5,926,100.00	\$ 5,992,146.00	\$ 5,992,146.00	\$ 5,535,670.00	\$ 5,535,670.00	\$ 4,497,000.00	\$ 4,497,000.00	\$ 4,410,240.00	\$ 4,410,240.00	\$ 4,336,500.00	\$ 4,336,500.00

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance: October 13, 2025
Owner: North Weld County Water District
32825 WCR 39
Lucerne, CO 80646
Engineer: Trihydro Corporation Engineer's Project No.: **0075Q-003-0010**
Project: **Eaton Pipeline Phase 3**
Contract Name: **Eaton Pipeline Phase 3**
Bidder: Garney Companies, Inc.
Bidder's Address: 345 Inverness Drive South, Bldg. B, Suite 205
Englewood, CO 80112

The Owner, having duly considered the Bid Form submitted on October 2, 2025, for the Work covered by the Contract Documents titled North Weld County Water District Eaton Pipeline Phase 3 in the amount of Four Million, Three Hundred Thirty-six Thousand, Five Hundred Dollars (\$4,336,500.00) and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

The Contract Price of the awarded Contract is \$4,336,500.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable. At the time of this Notice of Award, the Owner is finalizing the easement acquisition with AV Farms, LLC between approx. Sta 429+39 to approx. Sta 458+44. The easement is anticipated to be finalized before December 31, 2025. You may not enter or access the AV Farms, LLC property until the easement is finalized.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically. Drawings will be delivered with the Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required Performance Bond and Labor and Materials Payment Bonds) and insurance certificates on ACORD Form 25 with copies of applicable insurance policies and documentation, as specified in the Instructions to Bidders, General Conditions (Articles 2 and 6), and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Owner: **North Weld County Water District**

By (*signature*): _____

Name
(*printed*): Eric Reckentine

Title: District Manager

Copy: Engineer

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice to Award is hereby acknowledged this ____ day of _____, 20__.

CONTRACTOR

By: _____

Title: _____

END OF SECTION

SECTION 00 52 00

AGREEMENT

This Agreement is by and between **North Weld County Water District**, a quasi-municipal corporation and political subdivision of the State of Colorado located in Weld County, State of Colorado (“Owner”) and **Garney Companies, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter specified, Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. Construction of between approximately 6,150 linear feet and 7,300 linear feet of 30-inch polyvinyl chloride (PVC) potable water transmission line and associated appurtenances (valves, fittings, restraints, blow-off assemblies, combination air/vacuum valve stations, cathodic protection, etc.) through conventional open trenching and horizontal boring.
 - B. Horizontal boring at two separate county road and irrigation ditch crossings ranging in length from approximately 115 feet to 180 feet.
 - C. Topsoil management, site grading, and restoration.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1 – WORK.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Trihydro Corporation** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.
- 3.03 The Project’s construction will be administered by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before May 31, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2026. Please refer to Special Provision Section SP 01 12 16 and the Plan Set for permitted working dates through various landowner properties. These dates must be accounted for and incorporated in the Contractor's developed construction schedule and strictly adhered to. No Contract time extension will be granted for failure to complete work within the permitted working dates.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay the Owner, as liquidated damages and not as a penalty, the following sums:
 1. *Substantial Completion:* Contractor shall pay Owner Two Thousand Dollars (\$2,000.00) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final

payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 For the performance of the Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor Four Million, Three Hundred Thirty-six Thousand, Five Hundred Dollars (\$4,336,500.00), in accordance with the Contract Documents. The Agreement price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by Owner and Contractor as hereinafter provided, and for changes in the Cost of the Work, which changes shall be calculated based upon the unit-price bids contained in the Bid Form and verified by the Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. If Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent of the calculated value of any Work completed, less the aggregate of payments previously made, until all of the Work required by this Agreement has been performed. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The Retainage percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Project is finally accepted by Owner in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of the Work. The Owner shall make a final settlement in accordance with Section 38-26-107, C.R.S., within sixty (60) days after this Agreement is completed satisfactorily and finally accepted by the Owner.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price, including release of any Retainage, in accordance with the Contract Documents and Section 38-26-107, C.R.S.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release Retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- B. Refer to Section 00 62 76 for Consent of Surety form.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents which comprise the entire agreement and contract between Owner and Contractor and which are attached to this Agreement and are incorporated herein by this reference, consist of all of the following:
 - 1. This Agreement and any Amendments thereto.
 - 2. Bonds:
 - a. Performance Bond (together with power of attorney).
 - b. Labor and Materials Payment Bond (together with power of attorney).
 - 3. Certificate of Insurance and copies of policies.
 - 4. Notice of Award.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications and Standards as listed in the Table of Contents – Section 00 01 10 – of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 26 sheets with each sheet bearing the following general title: **NORTH WELD COUNTY WATER DISTRICT, EATON PIPELINE PHASE 3.**
 - 9. Addendum Number 1.
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form – Section 00 41 00, which is attached hereto and incorporated herein by this reference as Exhibit A (pages 1 to 20 inclusive).
 - b. Documentation submitted by Contractor with Bid and prior to Notice of Award.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Modifications, Work Change Orders and Directors, Field Orders or other such revisions properly authorized after execution hereof.
 - c. Warranty Bond, if any.
 - d. Certificate of Substantial Completion (Section 00 65 16) and Notice of Acceptability of Work (Section 00 65 17).

- e. All documents contained or referenced within the Project Manual, Drawings, and Specifications for the Project.
 - f. Engineering Supplemental Information (ESI).
 - g. Requests for Information (RFI) responses.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, repealed, modified, or supplemented as provided in the Contract. In the event of a conflict between this Agreement and the General Conditions, this Agreement shall control. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) Supplementary Conditions; (d) General Conditions; (e) Special Provisions; (f) Supplemental Specifications; (g) North Weld County Water District Design Criteria and Standard Specifications; (h) the Drawings; and (i) North Weld County Water District Standard Details.
- E. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to the Sanctions List Search administered by the Office of Foreign Assets Controls, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the

Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States. The Contractor affirmatively makes the follow declarations:
 1. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work contemplated herein.
 2. The Contractor shall not knowingly enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform the work contemplated herein.
 3. The Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program and, if the Contractor is not accepted into the E-Verify Program prior to entering into this Agreement, that the Contractor shall apply to participate in the E-Verify Program every three (3) months until the Contractor is accepted or the this Agreement has been completed, whichever is earlier.

4. The Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 5. If the Contractor obtains actual knowledge that a subcontractor performing the consulting services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - a. Notify the Subcontractor and the Owner within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien.
 - b. Terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required above the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 6. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in Section 8-17.5-102, C.R.S.
- B. If the Contractor violates a provision of the Agreement pursuant to Section 8-17.5-102, C.R.S., the Owner may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document

to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. Independent Contractor

1. Contractor is an independent contractor and nothing herein shall constitute or designate Contractor or any of its employees or agents as employees or agents of Owner. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from Owner, and shall be responsible for supervising its own employees or subcontractors. Owner is concerned only with the results to be obtained. Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of Owner, and Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than Owner, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

C. Owner makes the following representations:

1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

8.04 *Change Orders*

- A. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and that the appropriations are available prior to performance of the additional work, or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available. Any claim for additional

compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

8.05 *Miscellaneous*

- A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that are or may become due (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment of the Agreement which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents. The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.
- C. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.
- D. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.
- E. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.
- F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.
- G. This Agreement, together with the other Contract Documents, constitutes the entire Agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.
- H. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.
- I. Unless otherwise expressly provided, any reference herein to "days" shall mean calendar days. All times stated in the Contract Documents are of the essence.
- J. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor's performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from the Owner's furnishing such information to others.

- K. Nothing contained in the Contract Documents shall be construed as a waiver of the Owner of the rights and privileges afforded under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as may be amended from time to time.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

North Weld County Water District

By: _____
Officer of the District

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____
20__, by _____ as Officer of North Weld County Water District.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

EXHIBIT A

CONTRACTOR'S BID FORM

(TO BE INSERTED AFTER AWARD)

SECTION 00 41 00

BID FORM

ARTICLE 1 – OWNER AND BIDDER

- 1.01 This Bid is submitted to: **North Weld County Water District, Attention: Eric Reckentine, P.O. Box 56, 32825 Weld County Road 39, Lucerne, Colorado 80646**
- 1.02 The undersigned Bidder, having familiarized itself with the Work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress or performance of the Work, and having satisfied itself of the expenses and difficulties attending performance of the Work, HEREBY proposes and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00 52 00, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the Bid prices listed below in Article 3 hereof and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Section 00 43 13).
 - B. List of Proposed Subcontractors and Suppliers (Section 00 43 36).
 - C. Addenda Proof(s)-of-Receipt (Article 5, Paragraph 5.03 of this Bid Form).
 - D. Bidder's equipment and personnel hourly rates schedule (Article 6, Paragraph 6.05 of this Bid Form).

ARTICLE 3 – BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Base Bid

NORTH WELD COUNTY WATER DISTRICT EATON PIPELINE PHASE 3 BASE BID					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Mobilization, Bonds, and Insurance	1	LS	\$277,000.00	\$277,000.00
2	Site Drainage and Temporary Erosion Control	1	LS	\$50,000.00	\$50,000.00
3	Temporary Traffic Control	1	LS	\$13,500.00	\$13,500.00
4	Topsoil Stripping, Management, and Placement	5	AC	\$5,000.00	\$25,000.00
5	Connect to Existing Water Line (30"Ø C900 DR18 PVC)	1	EA	\$22,000.00	\$22,000.00
6	PVC Water Line - C900 DR18 (30"Ø)	4560	LF	\$230.00	\$1,048,800.00
7	PVC Water Line - C900 DR18 (30"Ø) with Restrained Joints	1620	LF	\$400.00	\$648,000.00
8	Combination Air/Vac Valve Station - Type I	1	EA	\$90,000.00	\$90,000.00
9	Combination Air/Vac Valve Station - Type II	1	EA	\$180,000.00	\$180,000.00
10	Temporary Blowoff Assembly (4"Ø)	1	EA	\$10,000.00	\$10,000.00
11	Blowoff Assembly (8"Ø)	1	EA	\$45,000.00	\$45,000.00
12	Water Line Fitting (30"Ø 11.25° Bend)	1	EA	\$10,500.00	\$10,500.00
13	Water Line Fitting (30"Ø 22.5° Bend)	1	EA	\$13,000.00	\$13,000.00
14	Water Line Fitting (30"Ø 45° Bend)	10	EA	\$14,000.00	\$140,000.00
15	Water Line Fitting (30"Ø 90° Bend)	3	EA	\$15,000.00	\$45,000.00
16	Butterfly Valve (30"Ø MJ x MJ) - Owner-Furnished	2	EA	\$12,500.00	\$25,000.00
17	Deadman Restraint	2	EA	\$5,500.00	\$11,000.00
18	Flow Fill Cutoff Wall	10	EA	\$1,000.00	\$10,000.00
19	Casing Pipe - Steel (48"Ø x 0.375")	180	LF	\$2,700.00	\$486,000.00
20	Remove and Replace Irrigation Ditch (Concrete, STA. 400+05)	1	EA	\$8,000.00	\$8,000.00
21	Site Cleanup and Revegetation	1	AC	\$15,000.00	\$15,000.00
22	Dewatering	1	LS	\$210,000.00	\$210,000.00
TOTAL BASE BID (FIGURES)					\$3,382,800.00

Unit abbreviation explanation: AC = Acre, EA = Each, LF = Linear Foot, LS = Lump Sum

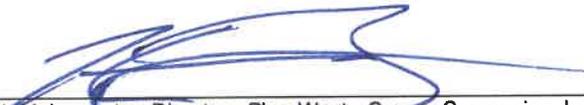
B. Add Alternate

NORTH WELD COUNTY WATER DISTRICT EATON PIPELINE PHASE 3 ADD ALTERNATE					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
AA-1	Mobilization, Bonds, and Insurance	1	LS	\$50,000.00	\$50,000.00
AA-2	Site Drainage and Temporary Erosion Control	1	LS	\$10,000.00	\$10,000.00
AA-3	Topsoil Stripping, Management, and Placement	1	AC	\$5,000.00	\$5,000.00
AA-4	PVC Water Line - C900 DR18 (30"Ø)	800	LF	\$230.00	\$184,000.00
AA-5	PVC Water Line - C900 DR18 (30"Ø) with Restrained Joints	400	LF	\$400.00	\$160,000.00
AA-6	Blowoff Assembly (8"Ø)	1	EA	\$45,000.00	\$45,000.00
AA-7	Water Line Fitting (30"Ø 11.25° Bend)	1	EA	\$10,500.00	\$10,500.00
AA-8	Water Line Fitting (30"Ø 45° Bend)	5	EA	\$14,000.00	\$70,000.00
AA-9	Water Line Fitting (30"Ø Cap)	1	EA	\$7,300.00	\$7,300.00
AA-10	Butterfly Valve (30"Ø MJ x MJ) - Owner-Furnished	1	EA	\$12,500.00	\$12,500.00
AA-11	Flow Fill Cutoff Wall	3	EA	\$1,000.00	\$3,000.00
AA-12	Casing Pipe - Steel (42"Ø x 0.375")	114	LF	\$2,600.00	\$296,400.00
AA-13	Site Cleanup and Revegetation	3	AC	\$5,000.00	\$15,000.00
AA-14	Dewatering	1	LS	\$85,000.00	\$85,000.00
TOTAL ADD ALTERNATE BID (FIGURES)				\$953,700.00	

Unit abbreviation explanation: AC = Acre, EA = Each, LF = Linear Foot, LS = Lump Sum

Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER'S SIGNATURE

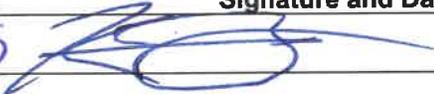

Keith M. Lemaster, Director - Pipe West - Garney Companies, Inc.

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified below, plus any extension thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums: (1) Late Substantial Completion \$2,000 Per Day and (2) Late Final Completion (\$500 Per Day).

ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date	Signature and Date
1	9-29-2025	

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder’s Representations
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any

collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
 - e. The Bidder agrees to furnish the required bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into an Agreement within ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the schedule in the Agreement.

6.03 Bid Security

- A. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of 10% of total bid amount Dollars (~~\$10% of total bid amount~~) which the undersigned Bidder agrees is to be forfeited to and become the property of Owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of

insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

6.04 Bid Rejection

- A. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

6.05 Equipment and Personnel Hourly Rates

- A. Attached herewith is a copy of Bidder's equipment and personnel hourly rates schedule.

6.06 Interested Parties

- A. The full names and addresses of parties interested in this Bid as principals are as follows:

Garney Companies, Inc. is 100% employee owned. The corporate organization chart attached will provide the names and locations of the principal officers.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

BIDDER hereby submits this Bid as set forth above:

Bidder:

Gamey Companies, Inc.

(typed or printed name of organization)

By:

[Handwritten Signature]

(individual's signature)

Name:

Keith M. Lemaster

(typed or printed)

Title:

Director - Pipe West

(typed or printed)

Date:

October 2, 2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Handwritten Signature]

(individual's signature)

Name:

Nikia Steppins

(typed or printed)

Title:

Assistant Secretary

(typed or printed)

Date:

October 2, 2025

(typed or printed)



Address for giving notices:

345 Inverness Drive South, Bldg. B, Suite 205, Englewood, CO 80112

Corporate Address: 1700 Swift Street, North Kansas City, MO 64116

Bidder's Contact:

Name:

Gary Haas

(typed or printed)

Title:

Senior Project Manager

(typed or printed)

Phone:

970-222-4124

Email:

ghaas@gamey.com

Address:

345 Inverness Drive South, Bldg. B, Suite 205, Englewood, CO 80112

Bidder's Contractor License No.:

(if applicable)

State of Colorado-N/A

END OF SECTION

SECTION 00 43 13

BID BOND

THE STATE OF COLORADO)
) ss.
COUNTY OF WELD)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Garney Companies, Inc.
of the City of Englewood County of Douglas and State of
Colorado (hereinafter called "Principal") as Principal, and
The Continental Insurance Company (hereinafter called "Surety") as surety, a corporation organized
and existing under and by virtue of the laws of the State of Pennsylvania and authorized to
do business within the State of Colorado and to act as surety on bonds for principals, are held
and firmly bound unto North Weld County Water District (hereinafter called "Owner") as obligee,
in the sum of Ten Percent of the Total Amount Bid Dollars (\$ 10%) in
lawful money of the United States, for the payment of which sum, well and truly to be made, the
Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written
agreement with Owner for Construction of the Eaton Pipeline Phase 3 hereinafter referred to as
"Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall accept
the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the Owner in
accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or
Contract Documents; or (2) in the event of the failure of Principal to enter such Agreement and
give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum
between the amount specified in said Bid and such larger amount for which Owner may in good
faith contract with another party to perform the Work covered by said Bid, then (3) this obligation
shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not
less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum of
this Bid Bond will become LIQUIDATED DAMAGES (as detailed in the Bid Form), and subject to
the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time
within which the Owner may accept such Bid; and said Surety does hereby waive notice of any
such extension.

Signed and sealed this 23rd day of September, 2025.

PRINCIPAL: Garney Companies, Inc.

By:



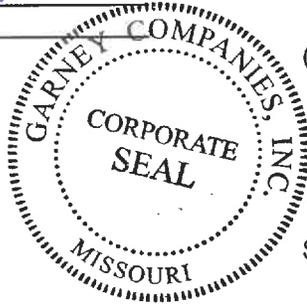
Keith M. Lemaster, Director Pipe West

Witness

Mica Steppino

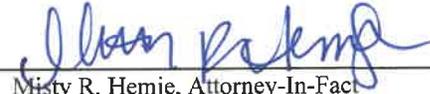
(Address)

345 Inverness Drive South, Bldg. B, Suite 205
Englewood, CO 80112



SURETY: The Continental Insurance Company

By:



Misty R. Hemje, Attorney-In-Fact

Witness



(Address)

151 N. Franklin Street
Chicago, IL 60606

Surety's No. 312.822.5000



END OF SECTION

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On September 23, 2020 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Misty R. Hemje
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Brittany Kavan* (Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria D Reynoso, Tina K Nierenberg, Salina Ko, Shawndrae N Johnston, Harold Foy, Forrest Chamberlain, Individually
of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of August, 2025.



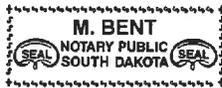
The Continental Insurance Company

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 23rd day of September, 2025.



The Continental Insurance Company

Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 43 36

PROPOSED SUBCONTRACTORS AND SUPPLIERS

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

ITEM	SUBCONTRACTOR OR SUPPLIER
Tunnel / Casing Pipe	BT Trenchless / 9885 Emporia St. Henderson, CO 80640
Erosion Control	Blue Tec / 13303 E Adam Aircraft Cir 042 Englewood, CO 80112
Aggregate	Burnco / 1120 W 122nd Ave, Suite 301 Westminister, CO 80234
PVC Pipe / Supply Huse	Ferguson / 4411 Woods Ave Loveland, CO 80538
Trucking	A & A Hauling / 6840 York St. Denver, CO 80229
Testing & Disinfection	Chlorserv / PO Box 996 Hutto, TX 78634
Cathodic Protection	QualCorr / 3159 Commerce Ct Castle Rock, CO 80109
Val/Hydro Truck	Consolidated Resource / 418 N 9th Ave Greeley, CO 80631
Concrete / Flowfill	Amrize / 1705 S. Acoma St. Denver, CO 80223
Precast Concrete	Pinker / 9455 Boston Court Henderson, CO 80640

T&M LABOR

LABOR CLASSIFICATION	HOURLY BILLING RATE	HOURLY OT RATE
Area Manager	\$ 250.00	
Sr. Project Manager	\$ 235.00	
Project Manager	\$ 199.00	
Asst Project Manager	\$ 148.00	
Project Engineer	\$ 129.00	
Sr. Superintendent	\$ 229.00	
Superintendent	\$ 194.00	
Assist. Superintendent	\$ 155.00	
Field Engineer	\$ 117.00	
Field Clerk	\$ 72.00	
Project Coordinator	\$ 96.00	
Regional Safety Manager	\$ 195.00	
Safety Manager	\$ 159.00	
Foreman (Job Foreman)	\$ 116.00	\$ 174.00
Carpenter	\$ 89.00	\$ 133.50
Concrete Finisher	\$ 79.00	\$ 118.50
Pipe Fitter	\$ 83.00	\$ 124.50
Pipelayer	\$ 83.00	\$ 124.50
Laborer	\$ 75.00	\$ 112.50
Crane Operator	\$ 127.00	\$ 190.50
Excavator Operator	\$ 102.00	\$ 153.00
Loader Operator	\$ 85.00	\$ 127.50
General Operator	\$ 82.00	\$ 123.00
Intern / Co-Op	\$ 72.00	\$ 108.00

T&M EQUIPMENT

EQUIPMENT DESCRIPTION	MONTHLY BLUEBOOK RENTAL RATE	DAILY BLUEBOOK RENTAL RATE (based on shifts per month)	HOURLY BLUEBOOK OPERATING COSTS
ADT: JOHN DEERE - 260E (19.5 - 25.4 MT)	\$ 25,295.00	\$ 1,264.75	\$ 74.35
ADT: CATERPILLAR - 730-D4 (25.5 - 29.4 MT)	\$ 21,265.00	\$ 1,063.25	\$ 66.06
BACKHOE: JOHN DEERE - 310SL (13.5 - 14.4 ft)	\$ 5,930.00	\$ 296.50	\$ 33.20
BACKHOE: JOHN DEERE - 320P (13.5 - 14.4 ft)	\$ 7,505.00	\$ 375.25	\$ 35.50
BACKHOE: JOHN DEERE - 410L (14.5 - 15.4 ft)	\$ 9,230.00	\$ 461.50	\$ 38.65
DOZER: JOHN DEERE - 850L (190 - 259 HP)	\$ 13,910.00	\$ 695.50	\$ 62.60
EXCAVATOR: CATERPILLAR - 330-07 (28.5 - 33.4 MT)	\$ 13,305.00	\$ 665.25	\$ 38.03
EXCAVATOR: CATERPILLAR - 335FLCR (33.5 - 40.4 MT)	\$ 13,775.00	\$ 688.75	\$ 46.11
EXCAVATOR: CATERPILLAR - 336-07 (33.5 - 40.4 MT)	\$ 14,980.00	\$ 749.00	\$ 48.15
EXCAVATOR: JOHN DEERE - 345P 3D (40.5 - 50.4 MT)	\$ 16,670.00	\$ 833.50	\$ 53.93
EXCAVATOR: JOHN DEERE - 350P (50.5 - 66.4 MT)	\$ 16,270.00	\$ 813.50	\$ 50.71
EXCAVATOR: CATERPILLAR - 352 (50.5 - 66.4 MT)	\$ 20,123.00	\$ 1,006.15	\$ 56.35
EXCAVATOR: CATERPILLAR - 349-07 (50.5 - 66.4 MT)	\$ 19,105.00	\$ 955.25	\$ 66.58
EXCAVATOR: JOHN DEERE - 470P (50.5 - 66.4 MT)	\$ 25,460.00	\$ 1,273.00	\$ 82.13
EXCAVATOR: CATERPILLAR - 374FL (66.5 - 90.4 MT)	\$ 16,850.00	\$ 842.50	\$ 58.20
EXCAVATOR: CATERPILLAR - 395-07 (90-95 MT)	\$ 21,403.00	\$ 1,070.15	\$ 224.73
GRADER: JOHN DEERE - 772G (250 HP & Over)	\$ 16,430.00	\$ 821.50	\$ 63.71
LOADER: JOHN DEERE - 624P (3.5 CY)	\$ 6,510.00	\$ 325.50	\$ 31.92
LOADER: JOHN DEERE - 644P (4.0 CY)	\$ 7,625.00	\$ 381.25	\$ 38.56
LOADER: JOHN DEERE - 744P (5.0 CY)	\$ 13,240.00	\$ 662.00	\$ 60.75
SKID STEER: CATERPILLAR - 289D3 (2501 - 2850 lbs)	\$ 9,030.00	\$ 451.50	\$ 30.23
SKID STEER: CATERPILLAR - 299D3 (2851 - 3200 lbs)	\$ 10,050.00	\$ 502.50	\$ 34.95
MISC: Pipelaying Trench Box	\$ 3,071.24	\$ 153.56	
MISC: Pipelaying Joint Box	\$ 2,067.24	\$ 103.36	
MISC: Steel Plates	\$ 426.59	\$ 21.33	
MISC: Excavator Split/Single Compaction Wheel	\$ 938.08	\$ 46.90	
MISC: Topcon Survey Rover	\$ 3,049.50	\$ 152.48	
MISC: Survey Drone	\$ 1,492.48	\$ 74.62	
MISC: Hydrostatic Test Pump	\$ 1,555.98	\$ 77.80	

OFFICERS

DAVID BURKHART
CEO

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

DANIEL KLING
CFO

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

MARK GARRETT
CPO

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

MATTHEW FOSTER

President - Pipe Operations

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

MATTHEW REAVES

President - Plant Operations

CHARLOTTE, NC

4601 CHARLOTTE PARK DRIVE, SUITE 100
CHARLOTTE, NC 28217

SCOTT REUTER

Executive Vice President

ORLANDO, FL

370 E. CROWN POINT ROAD
WINTER GARDEN, FL 34787

JORDAN CARRIER

Executive Vice President

DC METRO

3959 PENDER DRIVE, SUITE 100
FAIRFAX, VA 22030

WAYNE O'BRIEN

Executive Vice President

DENVER, CO

345 INVERNESS DRIVE S., BLDG. B, SUITE 205
ENGLEWOOD, CO 80112

TOM ROBERTS

Vice President

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

JEFF SEAL

Vice President

NASHVILLE, TN

200 CRUTCHFIELD AVENUE
NASHVILLE, TN 37210

BILL WILLIAMS

Executive Vice President

DENVER, CO

345 INVERNESS DRIVE S., BLDG. B, SUITE 205
ENGLEWOOD, CO 80112

MIKE STRONG

Secretary

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

NATALIE DEES

Assistant Secretary

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116

ALLISON HALL

Assistant Secretary

KANSAS CITY, MO

1700 SWIFT STREET, SUITE 200
NORTH KANSAS CITY, MO 64116



CORPORATE OFFICER & DIRECTOR LOCATIONS

DIRECTORS

JOEL HEIMBUCK

Director - Plant West

DENVER, CO

345 INVERNESS DRIVE S., BLDG. B, SUITE 205
ENGLEWOOD, CO 80112

PATRICK VIDONISH

Director - Plant Central

DALLAS / FORT WORTH, TX

7850 COLLIN MCKINNEY PKWY, SUITE 110
MCKINNEY, TX 75070

ERIC WAGNER

Director - Plant Southeast

ORLANDO, FL

370 E. CROWN POINT ROAD
WINTER GARDEN, FL 34787

CHIP LABONTE

Director - Mid-Atlantic / Carolinas

RALEIGH, NC

12927 HIGHWAY 64, SUITE 103
APEX, NC 27523

DAN ECKDAHL

Director - Plant California

NORTHERN CALIFORNIA

17510 W. BETHANY ROAD
TRACY, CA 95391

KEITH LEMASTER

Director - Pipe West

DENVER, CO

345 INVERNESS DRIVE S., BLDG. B, SUITE 205
ENGLEWOOD, CO 80112

WILL POŹZEKAJ

Director - Pipe Southeast

ORLANDO, FL

370 E. CROWN POINT ROAD
WINTER GARDEN, FL 34787





**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF
GARNEY COMPANIES, INC.**

The undersigned, Michael D. Strong, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Board of Directors of the Company on the 4th day of June, 2024 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

- | | |
|-----------------------|-----------------------------------|
| David R. Burkhart | CEO |
| Daniel C. Kling | CFO |
| Matthew T. Foster | President – Pipe Operations |
| Matthew W. Reaves | President – Plant Operations |
| Scott J. Reuter | Executive Vice President |
| Jordan S. Carrier | Executive Vice President |
| Wayne A. O'Brien | Executive Vice President |
| William D. Williams | Executive Vice President |
| Thomas J. Roberts | Vice President |
| Jeffrey P. Seal | Vice President |
| Gregory K. Harris | Vice President |
| Michael D. Strong | Secretary |
| Natalie R. Dees | Assistant Secretary |
| Michael Joel Heimback | Director – Plant West |
| Patrick S. Vidonish | Director – Plant Central |
| Eric C. Wagner | Director – Southeast |
| Chip J. LaBonte | Director – Mid Atlantic/Carolinas |
| Ronald Daniel Eckdahl | Director – Plant California |
| Keith M. Lemaster | Director – Pipe West |
| William G. Poczekaj | Director – Pipe Southeast |

are hereby granted the authority incident thereto as set forth in the bylaws of the Corporation and Missouri state law, including the power and authority to act on behalf of the Corporation and execute and deliver such contracts, agreement or other documents on behalf of the Corporation consistent with such grant of authority.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 4th day of June, 2024.




Michael D. Strong, Corporate Secretary

EXHIBIT A

Assistant Secretary Slate – Attestation Only

Garney Companies, Inc.

- **Nikia M. Steppins**
- **Courtney N. Waterworth**
- **Audrey N. Schultz**
- **Teasha M. Bayles**
- **Aaron S. Heppner**
- **Tracy K. Winsor**
- **Billy S. Page**
- **Lourdes “Lulu” Parker**
- **Keith A. Burke**
- **Cheryl A. Cockerham**
- **Nicholas A. Stellmack**

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

GARNEY COMPANIES, INC.

is an entity formed or registered under the law of Missouri, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19981169014.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/22/2025 that have been posted, and by documents delivered to this office
electronically through 09/25/2025 @ 07:13:01.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 09/25/2025 @ 07:13:01 in accordance with applicable law.
This certificate is assigned Confirmation Number 17723467.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

END OF SECTION

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2025 (“**Effective Date**”), by and between TIMOTHY R. BROUGH AND LISA C. BROUGH, whose address is 41132 County Road 13, Fort Collins, Colorado 80524 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “**District**”).

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

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

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

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, electric lines, system communication lines, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the “**Improvements**”), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District’s activities on the Temporary Easement Area;
- (c) Allowing the District’s contractors, agents and employees and invitees to enter over, through and upon the Temporary Easement Area with personnel, machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin Ten (10) days after Grantor received written notice from Grantee of the start of construction and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Commencement Date, whichever shall first occur (“**Term**”). The expiration of the Term shall have no effect on the District’s permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes on or near the southeast corner of the Property now or hereafter located adjacent to County Road 84.
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor’s, its successors’ or assigns’ use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts

to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and

- (a) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that so long as the same does not interfere with or endanger the Improvements, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees, as determined by the District in its reasonable discretion. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

- (J) 8. Maintenance of Temporary Easement Area) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, except to the extent caused by Grantor's negligence or intentional misconduct, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.)
- Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.

- (b) Upon completion of construction activities, the District will use commercially reasonable efforts to make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to as near a condition as existed prior to the District's work under this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas, correction of any subsidence and restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

- (J) 11. Additional Terms and Conditions. a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such

provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

- (J) c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (J) e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled “Temporary Construction Easement Agreement”, an Exhibit A containing a legal description of the Grantor’s Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, “**Addendum**”) is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR: TIMOTHY R. BROUGH AND LISA C. BROUGH

Timothy R. Brough

Lisa C. Brough

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Timothy R. Brough and Lisa C. Brough.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DISTRICT:

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

ATTEST:

Matthew Pettinger, Assistant Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Legal Description per County Assessor: LOT 9, PHEASANT CREST ESTATES
SUBDIVISION, COUNTY OF WELD, STATE OF COLORADO.

Location Address: 6136 Pheasant Crest Drive, Fort Collins, CO 80524

Assessor Parcel Number: 070506301009

EXHIBIT B

TWO TEMPORARY CONSTRUCTION EASEMENTS, LOCATED IN A PORTION OF THAT LAND IDENTIFIED AS LOT 9, PHEASANT CREST ESTATES, RECEPTION NO. 3127864, WELD COUNTY CLERK AND RECORDER, SAID EASEMENTS LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

TEMPORARY CONSTRUCTION EASEMENT 1

CONSIDERING THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR NORTH 86° 27' 14" EAST BASED ON THE LOCATION OF MONUMENTS RECOVERED AT THE SOUTHWEST CORNER OF SAID SECTION 6 (3 1/4" ALUMINUM CAP, LS 4392) AND THE SOUTH QUARTER CORNER OF SAID SECTION 6 (3 1/4" ALUMINUM CAP, LS 22098) WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6, T7N, R67W THENCE NORTH 82° 48' 58" EAST, A DISTANCE OF 788.05 FEET TO THE EASTERLY LINE OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT OF SAID PHEASANT CREST ESTATES, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, NORTH 00° 11' 59" WEST, A DISTANCE OF 20.03 FEET;

THENCE NORTH 86° 27' 14" EAST, A DISTANCE OF 10.02 FEET;

THENCE SOUTH 00° 11' 59" EAST, A DISTANCE OF 20.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT;

THENCE ALONG THE NORTHERLY LINE OF SAID 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT , SOUTH 86° 27' 14" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AS DESCRIBED, CONTAINING 200 SQUARE FEET (0.005 ACRES) MORE OR LESS, IS SUBJECT TO ANY RIGHTS OF WAY OR OTHER EASEMENTS AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON SAID PARCEL OF LAND.

TEMPORARY CONSTRUCTION EASEMENT 2

CONSIDERING THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR NORTH 86° 27' 14" EAST BASED ON THE LOCATION OF MONUMENTS RECOVERED AT THE SOUTHWEST CORNER OF SAID SECTION 6 (3 1/4" ALUMINUM CAP, LS 4392) AND THE SOUTH QUARTER CORNER OF SAID SECTION 6 (3 1/4" ALUMINUM CAP, LS 22098) WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, T7N, R67W, THENCE, NORTH 18° 56' 14" WEST, A DISTANCE OF 62.23 FEET TO A POINT ON THE WESTERLY LINE OF A 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT OF SAID PHEASANT CREST ESTATES, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 86° 27' 14" WEST, A DISTANCE OF 57.04 FEET,

THENCE NORTH 03° 32' 46" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 86° 27' 14" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03° 32' 46" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 86° 27' 14" EAST, A DISTANCE OF 8.80 FEET TO A POINT ON THE WESTERLY LINE OF SAID 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT;

THENCE ALONG THE WESTERLY LINE OF SAID 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, SOUTH 00° 11' 28" EAST, A DISTANCE OF 30.05 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AS DESCRIBED, CONTAINING 2,738 SQUARE FEET (0.06 ACRES) MORE OR LESS, IS SUBJECT TO ANY RIGHTS OF WAY OR OTHER EASEMENTS AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON SAID PARCEL OF LAND.

STATE OF COLORADO)

)SS

COUNTY OF WELD)

I, DANIEL N. KRICKEN, REGISTERED COLORADO SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED FROM THE RESULTS OF AN ACTUAL SURVEY MADE BY MYSELF OR UNDER MY DIRECTION, AND ACCURATELY REFLECT THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE: 5/14/2025

EXHIBIT PREPARED FOR: **NORTH WELD COUNTY**

DRAWN BY: PME

PREPARED BY:

B

**WATER DISTRICT
TEMPORARY CONSTRUCTION
EASEMENT
TIMOTHY R. AND LISA C. BROUGH**

**LOCATED IN THE SW1/4
OF SECTION 6, T7N, R67W,
OF THE 6TH PM
WELD COUNTY, COLORADO**

CHECKED BY: DK

DATE: 14 MAY 2025

SCALE: NONE

1252 Commerce Drive
Laramie, Wyoming 82070

C:\USERS\PEVANS\TRIHYRO\NORTH WELD COUNTY WATER DISTRICT - DOCUMENTS\CADD\CRR4-SMALLDIAMETERWATERLINE\SURVEIDATA\2024-ESMETS\202402_BROUGHTEMPEASEMENT





TEMPORARY CONSTRUCTION EASEMENT 1

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N00°11'59"W	20.03'
L2	N86°27'14"E	10.02'
L3	S00°11'59"E	20.03'
L4	S86°27'14"W	10.02'

TEMPORARY CONSTRUCTION EASEMENT 2

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S86°27'14"W	57.04'
L2	N03°32'46"W	50.00'
L3	N86°27'14"E	50.00'
L4	S03°32'46"E	20.00'
L5	N86°27'14"E	8.80'
L6	S00°11'28"E	30.05'

LEGEND

FOUND SECTION CORNER AS NOTED	QUARTER SECTION LINE		
FOUND QUARTER CORNER AS NOTED	CONSTRUCTION EASEMENT		
FOUND PROPERTY CORNER	EASEMENT		
P.O.B. POINT OF BEGINNING	PROPERTY LINE	0	50'
P.O.C. POINT OF COMMENCEMENT	SECTION LINE		

EXHIBIT **B** PREPARED FOR: **NORTH WELD COUNTY**

DRAWN BY: PE

PREPARED BY:

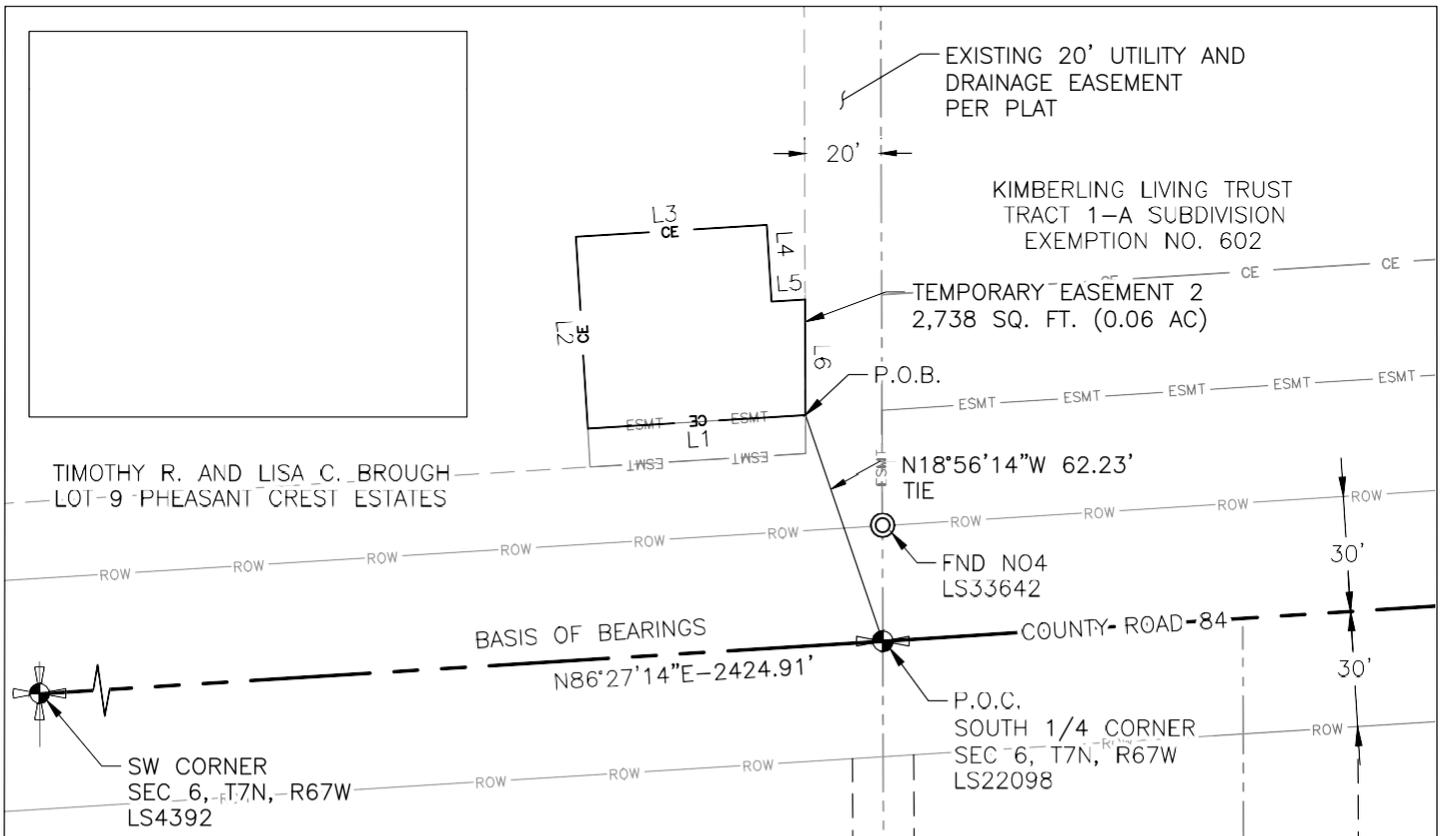
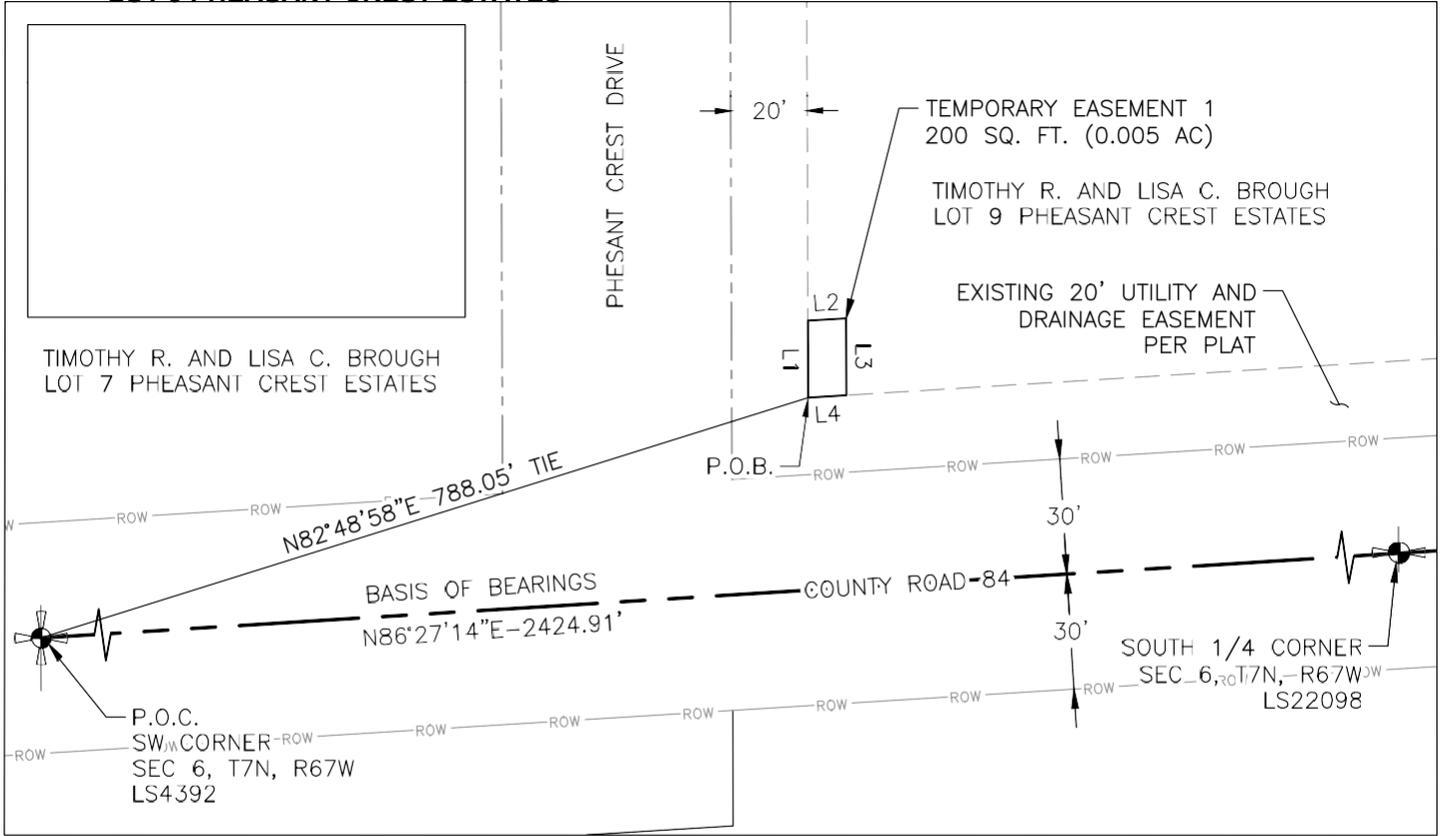
B

**WATER DISTRICT
TEMPORARY CONSTRUCTION
EASEMENT
TIMOTHY R. AND LISA C. BROUGH**

**LOCATED IN THE SW1/4
OF SECTION 6, T7N, R67W,
OF THE 6TH PM
WELD COUNTY, COLORADO**

CHECKED BY: DK
DATE: 14 MAY 2025
SCALE: 1" = 50'

1252 Commerce Drive
Laramie, Wyoming 82070



C:\USERS\PEVANS\TRIHYRO\NORTH WELD COUNTY WATER DISTRICT - DOCUMENTS\CADD\CRB4-SMALLDIAMETERWATERLINE(SURVEY)DATA\2024-ESMETS\202402_BROUGHTEMPEASEMENT



PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2025, by and between TIMOTHY R. BROUGH AND LISA C. BROUGH, whose address is 41132 County Road 13, Fort Collins, Colorado 80524 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “**District**”).

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

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

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, electric lines, system communication lines, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the “**Improvements**”) including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements.
- (c) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement; and
- (d) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District’s activities and facilities related to the Improvements on the

Easement Area.

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

- (a) The right of ingress to and egress from the Permanent Easement Area over, across and upon the Property by means of any roads and lanes on or near the southeast corner of the Property now or hereafter located adjacent to County Road 84;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall use commercially reasonable efforts to repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the

District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the

event Grantor's Property is being used for grazing purposes and so long as the same does not interfere with or endanger the Improvements, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees, as determined by the District in its reasonable discretion. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

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

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial

roadways);

- (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
- (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
- (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
- (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

8. Maintenance of Easement Area.

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

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or

groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area (“**Pre-Existing Wastes**”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR: TIMOTHY R. BROUGH AND LISA C. BROUGH

Timothy R. Brough

Lisa C. Brough

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 2025, by Timothy R. Brough and Lisa C. Brough.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

THE DISTRICT:

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

ATTEST:

Matthew Pettinger, Assistant Secretary

Tad Stout, President

STATE OF COLORADO

) ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Legal Description per County Assessor: LOT 9, PHEASANT CREST ESTATES
SUBDIVISION, COUNTY OF WELD, STATE OF COLORADO.

Location Address: 6136 Pheasant Crest Drive, Fort Collins, CO 80524

Assessor Parcel Number: 070506301009

EXHIBIT B

A PERMANENT WATER LINE EASEMENT, 10.00 FEET IN WIDTH, BEING A PORTION OF THAT LAND IDENTIFIED AS LOT 9, PHEASANT CREST ESTATES, RECEPTION NO. 3127864, WELD COUNTY CLERK AND RECORDER, SAID EASEMENT LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

CONSIDERING THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR NORTH 86° 27' 14" EAST BASED ON THE LOCATION OF MONUMENTS RECOVERED AT THE SOUTHWEST CORNER OF SAID SECTION 6 (3 1/4" ALUMINUM CAP, LS 4392) AND THE SOUTH QUARTER CORNER OF SAID SECTION 6 (3 1/4" ALUMINUM CAP, LS 22098) WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, T7N, R67W THENCE, NORTH 22° 25' 48" WEST, A DISTANCE OF 52.84 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT OF SAID PHEASANT CREST ESTATES, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, SOUTH 86° 27' 14" WEST, A DISTANCE OF 56.46 FEET;

THENCE NORTH 03° 32' 46" WEST, A DISTANCE OF 10.00 FEET;

THENCE PARALLEL WITH AND 10.00 FEET NORTH OF THE NORTHERLY LINE OF SAID EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, NORTH 86° 27' 14" EAST, A DISTANCE OF 57.04 FEET TO A POINT ON THE WESTERLY LINE OF SAID EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT;

THENCE ALONG THE WESTERLY LINE OF SAID EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT, SOUTH 00° 11' 28" EAST, A DISTANCE OF 10.02 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT AS DESCRIBED, CONTAINING 567 SQUARE FEET (0.01 ACRES) MORE OR LESS, IS SUBJECT TO ANY RIGHTS OF WAY OR OTHER EASEMENTS AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON SAID PARCEL OF LAND.

STATE OF COLORADO)
)SS
 COUNTY OF WELD)

I, DANIEL N. KRICKEN, REGISTERED COLORADO SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED FROM THE RESULTS OF AN ACTUAL SURVEY MADE BY MYSELF OR UNDER MY DIRECTION, AND ACCURATELY REFLECT THE RESULTS OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.



C:\USERS\PEVANS\TRIHYRO\NORTH WELD COUNTY WATER DISTRICT - DOCUMENTS\CADD\CRR4-SMALLDIAMETERWATERLINE\SURVEIDATA\2024-ESMEDI\2024-02-BROUGHPERMEASEMENT

EXHIBIT B 1 OF 2	PREPARED FOR: NORTH WELD COUNTY WATER DISTRICT PERMANENT EASEMENT LOCATED ON TIMOTHY R. AND LISA C. BROUGH LOT 9 PHEASANT CREST ESTATES	WATER LINE EASEMENT LOCATED IN THE SW1/4 OF SECTION 6, T7N, R67W, OF THE 6TH PM WELD COUNTY, COLORADO	DRAWN BY: PME	PREPARED BY:  1252 Commerce Drive Laramie, Wyoming 82070 www.trihydro.com (P) 307/745.7474 (F) 307/745.7729
			CHECKED BY: DK	
			DATE: 20 MAY 2025	
			SCALE: NONE	
			FILE: 202402_BROUGHPERMEASEMENT	

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S86°27'14"W	56.46'
L2	N03°32'46"W	10.00'
L3	N86°27'14"E	57.04'
L4	S00°11'28"E	10.02'

EXISTING 20' UTILITY AND DRAINAGE EASEMENT PER PLAT

20'

KIMBERLING LIVING TRUST TRACT 1-A SUBDIVISION EXEMPTION NO. 602

TIMOTHY R. AND LISA C. BROUGH LOT 9 PHEASANT CREST ESTATES

PERMANENT EASEMENT SQ. FT. 567 (0.01 AC)

P.O.B.

FND #4RB OPC LS33642

N22°25'48"W-52.84' (TIE)

EXISTING 20' UTILITY AND DRAINAGE EASEMENT PER PLAT

BASIS OF BEARING N86°27'14"E-2424.91'

COUNTY ROAD-84

P.O.C.

SOUTH 1/4 CORNER SEC 6, T7N, R67W LS22098

SW CORNER SEC 6, T7N, R67W LS4392

LEGEND



FOUND SECTION CORNER AS NOTED

P.O.B.

POINT OF BEGINNING



FOUND QUARTER CORNER AS NOTED

P.O.C.

POINT OF COMMENCEMENT



FOUND PROPERTY CORNER

--- QUARTER SECTION LINE

— ESMT — ESMT — EASEMENT

--- SECTION LINE

--- PROPERTY LINE



0 50'

EXHIBIT

B

2 OF 2

PREPARED FOR:

NORTH WELD COUNTY WATER DISTRICT PERMANENT EASEMENT LOCATED ON TIMOTHY R. AND LISA C. BROUGH LOT 9 PHEASANT CREST ESTATES

WATER LINE EASEMENT LOCATED IN THE SW1/4 OF SECTION 6, T7N, R67W, OF THE 6TH PM WELD COUNTY, COLORADO

DRAWN BY: PE

CHECKED BY: DK

DATE: 20 MAY 2025

SCALE: 1" = 50'

FILE: 202402_BROUGHPERMEASEMENT

PREPARED BY:



1252 Commerce Drive Laramie, Wyoming 82070 www.trihydro.com

(P) 307.745.7474 (F) 307.745.7729

<p>DISTRICT COURT, WATER DIVISION 1, COLORADO Weld County District Court 901 9th Avenue Greeley, Colorado 80631-1113</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>CONCERNING THE APPLICATION FOR WATER RIGHTS OF:</p> <p>CACHE LA POUFRE WATER USERS ASSOCIATION, CITY OF FORT COLLINS, CITY OF GREELEY, COLORADO WATER TRUST, NORTHERN COLORADO WATER CONSERVANCY DISTRICT, CITY OF THORNTON, AND COLORADO WATER CONSERVATION BOARD</p> <p>IN LARIMER AND WELD COUNTIES, COLORADO.</p>	
<p>Attorneys for the Applicants:</p> <p>Attorneys for Cache la Poudre Water Users Association: Daniel K. Brown, #30799 Fischer, Brown, Bartlett, Larsen & Irby, P.C. 1319 E. Prospect Road Fort Collins, Colorado 80525 Telephone: (970) 407-9000 Email: danbrown@fischerbrownlaw.com</p> <p>Attorneys for City of Fort Collins: Eric R. Potyondy, #38243 Fort Collins City Attorney's Office 300 LaPorte Avenue Fort Collins, Colorado 80521 Telephone: (970) 416-2126 Email: epotyondy@fcgov.com</p> <p>Attorneys for City of Greeley: Daniel J. Biwer, #46308 Greeley City Attorney's Office Address: 1100 10th Street, Suite 401 Greeley, Colorado 80631 Phone: (970) 350-9291 Fax: (970) 350-9763 Email: daniel.biwer@greeleygov.com</p>	<p>Case Number: 2021CW3056</p>

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James M. Noble, #36716
Welborn Sullivan Meck & Tooley, P.C.
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▲ COURT USE ONLY ▲

Case Number: 2021CW3056
(continued)

<p>Attorneys for Colorado Water Conservation Board: Philip J. Weiser, Attorney General Jennifer L. Mele, #30720 (Counsel of Record) Natural Resources and Environment Section Colorado Department of Law 1300 Broadway 7th Floor Denver, Colorado 80203 Telephone: (720) 508-6282 Email: jen.mele@coag.gov</p> <p>Attorneys for Opposer North Weld County Water District: Alyson Scott Law, LLC Alyson K. Scott, #41036 1888 Sherman Street, Suite 200 Denver, CO 80203 Phone: 720.538.0356 E-mail: aly@alysonscottlaw.com</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <p style="text-align: center;">Case Number: 2021CW3056 (continued)</p>
<p>STIPULATION BETWEEN APPLICANTS AND NORTH WELD COUNTY WATER DISTRICT</p>	

Applicants Cache la Poudre Water Users Association, the City of Fort Collins, the City of Greeley, Colorado Water Trust, Northern Colorado Water Conservancy District, the City of Thornton, and the Colorado Water Conservation Board (together, “Applicants”), and Opposer North Weld County Water District (“Opposer”) by and through the undersigned counsel, hereby stipulate as follows:

1. Opposer consents to the entry of a decree in this case that is no less restrictive on Applicants and no less protective of Opposer than the proposed decree dated September 29, 2025, which is attached as **Exhibit A** to this stipulation (“Proposed Decree”), and which is not otherwise inconsistent with this stipulation.
2. Opposer shall remain a party to these proceedings for the limited purpose of ensuring that any decree entered herein is consistent with this stipulation and will be no less protective of Opposer than the Proposed Decree.
3. It is the intent of Applicants and Opposer that any final decree entered in this case approving the stream flow augmentation plan pursuant to C.R.S. § 37-92-102(4.5) and that the Applicant’s operation and the state water administration officials’ administration of the plan not injure Opposer’s absolute and conditional water rights, including, without limitation, those confirmed in the decrees entered by the Division 1 Water Court in the following cases: 2000CW0251, 2003CW421, 2005CW264, 2014CW3144, and 2017CW3160.

4. Opposer reserves the right to participate in any trial or appeal regarding the interpretation of section 37-92-102(4.5)(VI), C.R.S., if such issue is raised by another party, but such participation and any rulings related to such statutory interpretation shall not negate Opposer's consent to the Proposed Decree attached to this stipulation.
5. Opposer reserves the right to participate in any appeal regarding the Court's March 12, 2025 *Order Granting Motion for Determination of Questions of Law Regarding Augmentation Water That May Be Used in Plan for Augmentation to Augment Stream Flows Pursuant to C.R.S. § 37-92-102(4.5)*, or the Court's May 15, 2025 *Order Granting in Part, and Denying in Part, Opposers ACWWA & ECCV's Motion for Determination of Questions of Law Re: Places of Use*, if such appeal is filed by another party.
6. Prior to submitting any final proposed decree to the Water Court for entry, Applicants must provide a copy of such proposed decree to Opposer for its review pursuant to this stipulation. Opposer must have a reasonable period of time to review the proposed decree prior to its submittal to the Court for entry.
7. This stipulation may be enforced both as an agreement of the parties and, upon Court approval, as an order of the Court.
8. The signatories hereto represent and warrant that they are authorized to bind the named parties to the terms of this stipulation.
9. Each party shall bear its own costs and attorney fees associated with this case.
10. The parties desire that this stipulation be approved by and entered as an order of the Court. Opposer consents to Applicants moving for Court approval of this stipulation.

Dated this 7th day of October 2025.

FISCHER, BROWN, BARTLETT LARSON &
IRBY, P.C.

Signature on file pursuant to C.R.C.P. 121 § 1-26(7)

By: _____
Dan Brown (#30799)

Attorneys for the Applicant, Cache la Poudre Water
Users Association

FORT COLLINS CITY ATTORNEYS OFFICE
Signature on file pursuant to C.R.C.P. 121 § 1-26(7)

By: _____
Eric R. Potyondy (#38243)

Attorneys for the Applicant, the City of Fort Collins

WELBORN SULLIVAN MECK & TOOLEY, P.C.
Signature on file pursuant to C.R.C.P. 121 § 1-26(7)

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Water District

<p>DISTRICT COURT, WATER DIVISION 1, STATE OF COLORADO 901 9th Avenue P. O. Box 2038 Greeley, CO 80632</p>	<p style="text-align: center;">DRAFT DECREE DATED September 29, 2025</p> <p style="text-align: center;">COURT USE ONLY</p> <hr/> <p>Case No. 2021CW3056 Water Division No. 1</p>
<p>IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF CACHE LA POUFRE WATER USERS ASSOCIATION, CITY OF FORT COLLINS, CITY OF GREELEY, COLORADO WATER TRUST, NORTHERN COLORADO WATER CONSERVANCY DISTRICT, CITY OF THORNTON, AND COLORADO WATER CONSERVATION BOARD</p> <p>IN LARIMER AND WELD COUNTIES</p>	
<p style="text-align: center;">FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE OF THE WATER COURT</p>	

An application in the above-captioned matter was filed with the Water Court on April 29, 2021 (“Application”), and referred to the Water Referee for Water Division No. 1, State of Colorado, by the Water Judge of said Court in accordance with Article 92, Chapter 37, of the Colorado Revised Statutes known as the Water Right Determination and Administration Act of 1969. This matter was re-referred to the Water Judge by order dated July 10, 2023.

The Water Court, having reviewed the pleadings of the parties, and made such investigations as are necessary to determine whether the statements in the Application are true, and having become fully advised with respect to the subject matter of the Application, hereby finds:

FINDINGS OF FACT

1. Application and Applicants. The Application herein was filed on April 29, 2021. The names, mailing addresses, email addresses, and telephone numbers of Applicants are as follows:

Cache la Poudre Water Users Association
1319 East Prospect Road
Fort Collins, Colorado 80525
Telephone: (970) 407-9000
Email: danbrown@fbgpc.com

City of Fort Collins (“Fort Collins”)
c/o Katie Donahue, Director of Natural Areas
Department 1745 Hoffman Mill Road (80524)
P.O. Box 580
Fort Collins, Colorado 80522
Telephone: (970) 416-2815
Email: kdonahue@fcgov.com

City of Greeley (“Greeley”)
c/o Leah Hubbard, Deputy Director of Water Resources
1001 11th Avenue, Second Floor
Greeley, Colorado 80631
Telephone: (970) 350-9811
Email: leah.hubbard@greeleygov.com

Colorado Water Trust
c/o Kate Ryan, Executive Director 1312 17th Street #766
Denver, Colorado 80202
Telephone: (720) 570-2897
Email: kryan@coloradowatertrust.org

Northern Colorado Water Conservancy District
c/o General Manager
220 Water Avenue

Berthoud, Colorado 80513
Telephone: (970) 622-2320
Email: bwind@northernwater.org

City of Thornton (“Thornton”)
c/o Emily Hunt, Deputy Infrastructure Director
12450 Washington Street
Thornton, Colorado 80241
Telephone: (720) 977-6600
Email: emily.hunt@thorntonco.gov

Colorado Water Conservation Board (“CWCB”)
c/o Stream and Lake Protection Section
1313 Sherman Street, Room 718
Denver, Colorado 80203
Telephone: (303) 866-3441
Email: dnr_cwcbisf@state.co.us

2. Notice. Timely and adequate notice of the Application was published as required by law, and the Court has jurisdiction over the subject matter of these proceedings and over persons and property affected hereby, irrespective of whether those persons or property owners have appeared. None of the lands, water, or water rights involved in this case are within the boundaries of any designated groundwater basin.

3. Statements of Opposition. Timely Statements of Opposition were filed by Arapahoe County Water and Wastewater Authority; City of Aurora; Central Colorado Water Conservancy District, the Ground Water Management Subdistrict of the Central Colorado Water Conservancy District, and the Well Augmentation Subdistrict of the Central Colorado Water Conservancy District; East Cherry Creek Valley Water and Sanitation District; East Larimer County Water District; Fort Collins – Loveland Water District; Greeley Irrigation Company; HF2M, Inc.; Larimer and Weld Irrigation Company, Larimer and Weld Reservoir Company, Cache La Poudre Irrigating Ditch Company, and WRCC, Inc.; North Poudre Irrigation Company; North Weld County Water District; RainDance Metropolitan District No. 1 and Poudre Tech Metropolitan District; the State Engineer and the Division Engineer for Water Division No. 1; Town of Windsor; United Water and Sanitation District; and Water Storage & Supply Company. Colorado Division of Parks and Wildlife (“CPW”) and Parks and Wildlife Commission filed a timely Statement of

Opposition in Support. This Decree refers collectively to all parties that have filed Statements of Opposition as “Opposers.” The time for filing opposition has now expired.

4. Stipulations and Withdrawals. Applicants have entered into stipulations with the following parties on the basis that those parties would not further oppose entry of a decree herein, or the parties have withdrawn their statements of opposition as indicated below:

- 4.1. City of Aurora (stipulation approved October 16, 2024).
- 4.2. Arapahoe County Water and Wastewater Authority and East Cherry Creek Valley Water and Sanitation District (stipulation approved August 13, 2025).
- 4.3. Central Colorado Water Conservancy District, the Ground Water Management Subdistrict of the Central Colorado Water Conservancy District and the Well Augmentation Subdistrict of the Central Colorado Water Conservancy District (withdrawal filed on August 27, 2025).
- 4.4. United Water and Sanitation District (stipulation approved September 8, 2025).
- 4.5. RainDance Metropolitan District No. 1 and Poudre Tech Metropolitan District (stipulation approved September 10, 2025).
- 4.6. East Larimer County Water District (stipulation approved September 12, 2025).
- 4.7. Fort Collins – Loveland Water District (stipulation approved September 12, 2025).
- 4.8. HF2M, Inc. (withdrawal filed on September 12, 2025).
- 4.9.

5. Notice to Landowners. Pursuant to C.R.S. § 37-92-302(2)(b)(II), within fourteen (14) days after filing the Application, Applicants were required to give notice of the filing of the Application to “[t]he owner of the land upon which any new diversion or storage structure or modification to any existing diversion or storage structure or existing storage pool is or will be constructed or upon which water is or will be stored.” The Certification of Notice to Landowners was filed on May 10, 2021.

6. Summary of Consultation. The Division Engineer for Water Division No. 1 filed a Statement of Opposition in this case and therefore no consultation was held.

PLAN FOR AUGMENTATION

7. General Description of Plan for Augmentation. Applicants will use a plan for augmentation pursuant to C.R.S. § 37-92-102(4.5) for the purpose of preserving and improving the natural environment to a reasonable degree in the Cache la Poudre River (“Poudre River”) at locations downstream of the Cache la Poudre at Canyon Mouth Near Fort Collins gage (“Canyon Mouth Gage”) to the confluence with the South Platte River. The plan for augmentation described in this Decree is referred to as the “Poudre Flows Plan” or “Plan.” The nature of this Plan is to supplement streamflow. There is no obligation for Applicants to operate the Plan because there are no depletions to replace, though if Applicants operate the Plan, they must do so pursuant to the terms and conditions of this Decree. This Decree sets forth the terms and conditions by which such streamflow may be augmented pursuant to C.R.S. § 37-92-102(4.5).

8. CWCB Authority. The Poudre Flows Plan is also based on the CWCB’s authority to acquire interests in water rights through contractual arrangements pursuant to C.R.S. § 37-92-102(3) and to file applications in Water Court, utilizing interests in the water rights it acquires, including applications for plans for augmentation. *Id.*; C.R.S. § 37-92-102(4.5). CWCB does not by this Decree appropriate an instream flow water right pursuant to C.R.S. § 37-92-102(3).

9. Definitions. This Decree uses the following terminology:

9.1. “Additional Augmentation Water” is water attributable to the Additional Augmentation Water Rights.

9.2. “Additional Augmentation Water Right(s)” are specific water right(s) for additional or alternative sources of augmentation that will be added to the Plan pursuant to procedures authorized by C.R.S. § 37-92-305(8)(c) and Paragraph 14 of this Decree to be used for the augmentation of streamflow in the Flow Segments pursuant to the Plan.

9.3. “Flow Segment(s)” are geographic segment(s) of the Poudre River that Applicants intend to augment up to specific rates of flow pursuant to the Plan.

9.4. “Augmented Reaches” are unique combinations of an Introduction Point and a Terminal Point where Augmentation Water will augment streamflows pursuant to this Plan up to the rates of flow specified for the applicable Flow Segments.

9.5. “Augmentation Water” refers to any of the Seed Water and Additional Augmentation Water.

9.6. “Augmentation Water Right(s)” refers to the Seed Water Rights and Additional Augmentation Water Rights.

9.7. “Introduction Point(s)” refer to the point(s) on the Poudre River where Augmentation Water is delivered or introduced for the augmentation of streamflows at the upstream end of an Augmented Reach pursuant to the Plan. The Introduction Points for each Seed Water Right are limited to the points identified in Paragraph 12. The Introduction Point(s) of any Additional Augmentation Water Rights will be determined by following the procedures in Paragraph 14.

9.8. “Protect,” “protected,” and “protection” refer to the Division Engineer’s administration of Augmentation Water within the Augmented Reaches pursuant to Paragraphs 15.8 and 15.9.

9.9. “Seed Water” is water attributable to the Seed Water Rights.

9.10. “Seed Water Rights” are the specific water rights owned by Fort Collins and Greeley that are included in this Decree, as identified in Paragraph 12, that are eligible to be used for the augmentation of streamflows in all or portions of the Flow Segments pursuant to the Plan.

9.11. “Terminal Point(s)” refer to the point(s) on the Poudre River at the downstream end of an Augmented Reach where Augmentation Water is no longer used for the augmentation of streamflows pursuant to the Plan. The Terminal Points for each Seed Water Right are limited to the points identified in Paragraph 12. For any Additional Augmentation Water Rights, the Terminal Point will be determined pursuant to Paragraph 14.

10. Flow Segments. There are six (6) defined Flow Segments, as set forth below:

Table 1

Flow Segment	Upper Boundary	Lower Boundary
A	Canyon Mouth Gage	Larimer and Weld Canal Diversion
B	Larimer and Weld Canal Diversion	Spring Creek Confluence
C	Spring Creek Confluence	New Cache la Poudre Ditch Diversion
D	New Cache la Poudre Ditch Diversion	County Road 17 Crossing
E	County Road 17 Crossing	59 th Avenue Bridge
F	59 th Avenue Bridge	South Platte River Confluence

10.1. Map. A map showing the approximate locations of the Flow Segments is Exhibit 1 to this Decree.

10.2. Legal Descriptions:

10.2.1. The legal description of the entire reach of the Poudre River that the Flow Segments comprise is as follows. All legal locations herein are based on the 6th P.M. and in Larimer or Weld County. The Canyon Mouth Gage is in the NW1/4 of Section 15, Township 8 North, Range 70 West. The Poudre River flows from the Canyon Mouth Gage through the following sections: Sections 13, 14, 15, 24, and 25, Township 8 North, Range 70 West; Sections 19, 29, 30, 32, 33, and 34, Township 8 North, Range 69 West; Sections 2, 3, 11, 12, and 13, Township 7 North, Range 69 West; Sections 17, 18, 20, 21, 28, 27, and 34, Township 7 North, Range 68 West; Sections 2, 3, 11, 13, 14, and 24, Township 6 North, Range 68 West; Sections 19, 20, 28, 29, 33, 34, 35, and 36, Township 6 North, Range 67 West; Sections 26, 31, 32, 33, 34, 35, and 36, Township 6 North, Range 66 West; Sections 31 and 32, Township 6 North, Range 65 West; Sections 1, 2, 3, 4, 5, 9, 10, 11, and 12, Township 5 North, Range 65 West; and Section 6, Township 5 North, Range 64 West. The South Platte River Confluence is in the SW1/4 of Section 6, Township 5 North, Range 64 West.

10.2.2. The legal descriptions for each point defining the Flow Segments are as follows. The Canyon Mouth Gage is located in the NW1/4 of Section 15, Township 8 North, Range 70 West. The Larimer and Weld Canal Diversion is located in the SW1/4 of Section 34, Township 8 North, Range 69 West. The Spring Creek Confluence is located in the SW1/4 of Section 17, Township 7 North, Range 68 West. The New Cache la Poudre Ditch Diversion is located in the NE1/4 of Section 11, Township 6 North, Range 68 West. County Road 17 Crossing is located along the section line between Sections 28 and 29, Township 6 North, Range 67 West. The 59th Avenue Bridge is located along the section line between Sections 33 and 34, Township 6 North, Range 66 West. The South Platte River Confluence is located in the SW1/4 of Section 6, Township 5 North, Range 64 West.

11. Rates of Augmentation:

11.1. Streamflow in one or more portions of the Flow Segments will be augmented under the Poudre Flows Plan to preserve and improve the natural environment to a reasonable degree. In accordance with this Paragraph 11, Augmentation Water will be protected under

this Plan only to the extent the total stream flow rate (from all water sources, including Augmentation Water) for the applicable Flow Segment(s) is equal to or less than the applicable maximum flow rate for improvement of the natural environment (in cubic feet per second (“cfs”)) set forth in the following table.

Table 2

Flow Segment	Winter (Nov 1 – Mar 31)		Summer (Apr 1 – Oct 31)	
	Preserve	Improve	Preserve	Improve
A	Up to 80	80 - 150	Up to 114	114 - 260
B	Up to 80	80 - 150	Up to 114	114 - 260
C	Up to 30	30 - 54	Up to 40	40 - 54
D	Up to 10	10 - 40	Up to 10	10 - 40
E	Up to 15	15 - 30	Up to 15	15 - 30
F	Up to 15	15 - 30	Up to 15	15 - 30

11.2. The specific Augmented Reach of the Poudre River wherein streamflow will be augmented at any specific time will depend on the specific Introduction Point and Terminal Point for each Augmentation Water Right included in the Poudre Flows Plan. An Augmented Reach may extend through one or more Flow Segments, and the rate of flow of Augmentation Water that is protectable within an Augmentation Reach is based on the total stream flow within each Flow Segment between the Introduction Point and Terminal Point.¹

11.3. The total stream flow rate within an Augmented Reach will be determined at stream gages and other locations required and approved by the Division Engineer. To the extent the total stream flow rate is determined to exceed the maximum stream flow rate for improvement of the natural environment of a Flow Segment, Augmentation Water present in that Flow Segment shall not be protected as to that portion of the Augmentation Water causing the total stream flow to exceed the maximum flow rate for improvement set forth in Table 2.

11.4. At a regularly scheduled board meeting on January 25, 2021, the CWCB determined that using acquired water, including the Seed Water Rights, up to the above rates of flow in the Flow Segments described in Paragraph 10 as quantified by CPW is

¹ For illustrative example only, in the Winter, if an Augmented Reach extends through Flow Segment B and C and the streamflow prior to Augmentation Water deliveries within the Augmented Reach in Flow Segments B and C is 100 and 90 cfs, respectively, Applicants may add and protect up to 50 cfs of the Augmentation Water within the Augmented Reach in Flow Segment B but cannot protect any amount of that added Augmentation Water within the Augmented Reach in Flow Segment C.

appropriate to preserve and improve the natural environment to a reasonable degree.

12. Water Rights to be Used for Augmentation. The following water rights are included in the Poudre Flows Plan as Seed Water Rights pursuant to C.R.S. § 37-92-102(4.5)(b)(III). The CWCB entered into Water Delivery Agreements with Fort Collins and Greeley, on the dates of March 9, 2021, and March 30, 2021, respectively, for the CWCB's use of the Seed Water Rights for augmentation in the Plan.² The use of Seed Water Rights is subject to these agreements.

12.1. Fort Collins' Seed Water Rights: 2005CW323 Southside Ditch Companies Changed Water Rights. Water rights, all sourced from the Poudre River, represented by certain shares owned by Fort Collins in the Arthur Irrigation Company, Larimer County Canal No. 2 Irrigating Company, and New Mercer Ditch Company, for which the historical consumptive use was quantified, and which were changed in Case No. 2005CW323, Water Division No. 1, among other things, to include various new uses including augmentation use. The following information concerning these sources can be found in the decree entered in Case No. 2005CW323: the dates of the original decrees and all relevant subsequent decrees, the types of water rights, legal descriptions of each point of diversion and storage structure, the sources of water, the appropriation dates, the decreed amounts, and the decreed uses.

12.1.1. A more complete description of these water rights is shown on Exhibit 2 to this Decree. The locations of the points of diversion for the Arthur Ditch, Larimer County Canal No. 2, and New Mercer Ditch, and the reach between the Introduction Points and the Terminal Point where these water rights will be used in the Poudre Flows Plan are shown on Exhibit 3 to this Decree.

12.1.2. The Introduction Point for Fort Collins' Seed Water attributable to the changed water rights represented by certain shares owned by Fort Collins in the Arthur Irrigation Company will be a short distance below the point of diversion for the Arthur Ditch in the SW1/4 of Section 34, Township 8 North, Range 69 West. The Introduction Point for Fort Collins' Seed Water attributable to the changed water

² Applicants proposed in the Application the use of water rights owned by Thornton that are represented by 283.354 shares in the Water Supply and Storage Company and 1.25 shares in the Jackson Ditch Company which were changed pursuant to the March 9, 1998 Decree entered in Consolidated Case Nos. 86CW401, 86CW402, 86CW403, 87CW332 (the "Thornton Seed Water Rights"). The Court, in a May 15, 2025 *Order Granting in Part, and Denying in Part, Opposers ACWWA & ECCV's Motion for Determination of Questions of Law Re: Places of Use*, concluded that an "alternative first use" of the Thornton Seed Water Rights, as presently decreed, could not be for augmentation of stream flows outside of Thornton's service area. Based on the Court's interpretation of the underlying decree, Applicants have determined not to include or request approval of the Thornton Seed Water as a source of augmentation water in the Poudre Flows Plan at this time.

rights represented by certain shares owned by Fort Collins in the Larimer County Canal No. 2 Irrigating Company and New Mercer Ditch Company will be a short distance below the point of diversion for the Larimer County Canal No. 2 and New Mercer Ditch in the SW1/4 of Section 29 or the NW1/4 of Section 32, Township 8 North, Range 69 West.

12.1.3. When using the water rights decreed in Case No. 2005CW323 as Seed Water in the Plan, Applicants will comply with all terms and conditions of the decree entered in Case No. 2005CW323, including the requirement to replace historic ditch conveyance losses as required by paragraph 11.7 of that decree. The maximum rate of introduction of the Augmentation Water Rights will be subject to all volumetric limits in the underlying decree.

12.1.4. The Terminal Point for Fort Collins' Seed Water will be the point of diversion for the Fossil Creek Reservoir Inlet Ditch. When operating the Plan, Fort Collins' Seed Water will not be used to meet return flow replacement obligations under the 2005CW323 decree upstream of the Terminal Point.

12.2. Greeley's Seed Water Rights: 1999CW232 and 2015CW3163 Greeley Irrigation Company Changed Water Rights. Water rights represented by shares owned by Greeley in the Greeley Irrigation Company ("GIC"). In addition to the undivided 5/8 interest GIC owns in the water rights originally decreed to the Canal No. Three, GIC also owns sixty (60) preferred rights in Fossil Creek Reservoir, as conveyed by those certain instruments referred to as "Preferred Water Right Indentures." Greeley's Seed Water will include its share of the Fossil Creek Reservoir water attributable to its GIC shares only when such water is called for and delivered by GIC for the benefit of its shareholders. The historical consumptive use of shares in the GIC was quantified on a ditch-wide basis in Case No. 1996CW658, Water Division No. 1. In accordance with that ditch-wide quantification, Greeley changed the type, manner, and use of certain of its GIC shares in Case Nos. 1999CW232 and 2015CW3163. More specifically, Greeley changed these GIC shares to include alternate points of re-diversion and places of storage, and to include a number of additional uses beyond irrigation, including augmentation. A more complete description of the water rights to be included by Greeley in the Poudre Flows Plan is shown on Exhibit 4 to this Decree. The locations of the point of diversion for the Canal No. Three, the F Street Return Structure, and the Augmented Reach between the Introduction Point and Terminal Point where these water rights will be used in the Poudre Flows Plan, are shown on Exhibit 3 to this Decree.

12.2.1. The Introduction Point for Greeley's Seed Water attributable to changed water

rights represented by shares owned by Greeley in GIC will be the point at which water is released from the Canal No. Three to the Poudre River via the F Street Return Structure in the SE1/4 of the SW1/4 of Section 34, Township 6 North, Range 66 West of the 6th P.M in Weld County.

12.2.2. The Terminal Point for Greeley's Seed Water will be the South Platte River Confluence.

13. Notice of Initial Use of Seed Water Rights under Poudre Flows Plan. Applicants shall file with the Court and serve on the Division Engineer, the Water Commissioner, and all Opposers a written notice of use following the first instance of use of each or any of the Seed Water Rights in the Poudre Flows Plan ("Notice of Use of Seed Water"). Each Notice of Use of Seed Water shall describe: (1) the Seed Water Right(s) by owner and relevant decree(s); (2) the impacted Flow Segment(s) and Introduction and Terminal Points associated with the Seed Water Right(s); (3) the flow rate of the Seed Water Right(s) provided for use in the Plan at the Introduction Point; (4) the flow rate of the Seed Water Right(s) at the Terminal Point in accordance with Paragraphs 15.11 and 15.11.1 below; and (5) proposed accounting demonstrating the operation of Seed Water Right(s).

14. Procedure for Including Additional Augmentation Water Rights Separately Decreed for Use as Augmentation Water. Pursuant to C.R.S. § 37-92-305(8)(c), the Court may authorize Applicants to use supplies of augmentation water of limited duration, and additional or alternative sources of augmentation water in this Poudre Flows Plan, if such sources are decreed for or otherwise lawfully available for augmentation use, even if not previously decreed for augmentation use under this Poudre Flows Plan.

14.1. If a proposed Additional Augmentation Water Right(s) meets the requirements of C.R.S. § 37- 92-102(4.5), and is not already approved for use in this Plan, Applicants shall file with the Court and serve on the Division Engineer and all Opposers at least sixty-three (63) days in advance a written notice ("Notice of Additional Augmentation Water Rights") that shall describe:

14.1.1. The water right(s) by owner and relevant change decree in which the historical consumptive use was quantified, and evidence that the Additional Augmentation Water Rights are decreed for augmentation use;

14.1.2. Evidence that the CWCB has acquired the right to use the water right(s) in the Plan, and the maximum amount of water available to the CWCB under those water right(s);

- 14.1.3. The annual and monthly volumes and rates of water available to Applicants from the water right(s);
- 14.1.4. The proposed Introduction and Terminal Points for the water right(s);
- 14.1.5. Any beneficial uses to which the water right(s) may be placed after being used in this Plan;
- 14.1.6. Evidence that the claimed amount of water will not be used by another person;
- 14.1.7. Evidence that the water right(s) owner has the legal authority and/or necessary approvals to use the Additional Augmentation Water as part of this Plan;
- 14.1.8. Evidence that water attributable to the Additional Augmentation Water Right (s) has not historically flowed in or been delivered through the reach between the Introduction and Terminal Points for the water right(s);
- 14.1.9. Evidence that the historical consumptive use associated with the Additional Augmentation Water Right(s) has been quantified;
- 14.1.10. Evidence that the Additional Augmentation Water Right(s) meets the statutory criteria of C.R.S. § 37-92-102(4.5) and C.R.S. § 37-92-305(8)(c);
- 14.1.11. The manner and locations in which the water will be quantified or measured, and continuously recorded as required by the Division Engineer;
- 14.1.12. Whether any new or modified structures must be constructed to use the Additional Augmentation Water Right(s) within the Plan;
- 14.1.13. The manner in which Applicants will account for use of the water, including conveyance losses as described in Paragraphs 15.11 and 15.11.1 below, and providing a copy of the proposed accounting form(s);
- 14.1.14. An updated accounting template to show the amounts of the Augmentation Water to be delivered to the river at the Introduction Point(s), the amounts left in the river to pay return flow obligations, and the amounts rediverted from the river at the Terminal Point(s); and
- 14.1.15. If available and as necessary in accordance with Paragraph 15.13

below, evidence of: (1) agreements to use any bypass structures, augmentation stations, or other structures necessary to facilitate delivery of the Augmentation Water through and/or to the subject reaches of the river; and/or (2) consent from the owners of existing diversion structures that may need to be modified to allow for the Augmentation Water source to bypass the diversion structure.

14.2. If any person wishes to object to the Notice of Additional Augmentation Water Rights, a written objection to the Notice that specifies the injury that would occur due to the addition of the noticed water rights to the Plan or the reasons that the proposed use of the Additional Augmentation Water Rights is not in compliance with the requirements of C.R.S. § 37-92-102(4.5) or this Decree shall be filed with the Court and served on the Applicants, the Division Engineer, and all Opposers within sixty-three (63) days after the date the Notice of Additional Augmentation Water Rights was filed with the Court and served on the Division Engineer and the Opposers.

14.3. If no objection is filed and served within sixty-three (63) days from the date the Notice of Additional Augmentation Water Rights was filed and served, Applicants may use the noticed water right(s) in the Plan in the manner stated in the Notice of Additional Augmentation Water Rights, without further action by the Court, so long as otherwise approved by the Division Engineer, except that the noticed water right(s) shall not be used in the Plan until after the expiration of the sixty-three (63) day notice period and the receipt of approval from the Division Engineer.

14.4. If an objection is filed, Applicants may not use the noticed water right(s) until the Court determines whether the water right(s) may be used in the Plan, and if so, the Court may impose such terms and conditions as are necessary to prevent injury to vested water rights, decreed conditional water rights, and undecreed existing exchanges of water to the extent the undecreed existing exchanges were administratively approved before the date of the filing of the Application in this case, which was April 29, 2021. If an objection is filed, the Court shall set a status conference to set a date for a hearing to the Court on the objection and to establish a Case Management Plan for evaluating the concerns raised by opposers. The Case Management Plan can include opportunities for additional disclosures, discovery, motions practice, the exchange of expert reports, and such other processes as the Court deems necessary to ensure that the inclusion of additional water is in compliance with the requirements of C.R.S. § 37-92-102(4.5) and will not result in injury to other water users.

14.5. The Court retains jurisdiction pursuant to C.R.S. § 37-92-304(6) and C.R.S. § 37-92-305(8)(c) to address objections filed under this Paragraph 14. In any such proceeding under the Court's retained jurisdiction, Applicants shall have the burden of proving that the Additional Augmentation Water Right(s) meet the statutory criteria of C.R.S. § 37-92-

102(4.5) and C.R.S. § 37-92-305(8)(c), and no injury to vested water rights, decreed conditional water rights, and undecreed existing exchanges of water to the extent the undecreed existing exchanges were administratively approved before the date of the filing of the Application in this case, which was April 29, 2021, resulting from the use of each Additional Augmentation Water Right then being added to the Plan due to any change in the time, place, or amount of water available for diversion or exchange to the extent that other appropriators have relied upon the stream conditions that resulted from the historical use of the augmentation water. The procedure for invoking retained jurisdiction and objecting to a petition to invoke retained jurisdiction is set forth in Paragraph 31, below.

15. Terms and Conditions. The following terms and conditions shall apply to the operation of the Poudre Flows Plan:

15.1. Use of an Augmentation Water Right in this Plan is subject to the terms and conditions of any applicable decree to which the Augmentation Water Right is subject, including this Decree. This Decree does not modify the terms, conditions, and obligations that may be applicable to the Augmentation Water Rights and their use under applicable decrees, including prior change decrees. Additionally, use of an Augmentation Water Right in this Plan is subject to agreements with the CWCB for such use.

15.2. Augmentation Water delivered under this Plan shall be (1) measured at the Introduction Point to the Poudre River, or (2) measured upstream, assessed transit losses pursuant to Paragraph 15.11, and quantified at the Introduction Point, as required by the Division Engineer for administration of this Plan. The Water Commissioner may require that measurements be continuously recorded. Augmentation Water shall be reduced for assessed calculated transit losses and shall be re-computed pursuant to paragraph 15.11 at a bypass structure or a streamflow gage located between the Introduction Point and Terminal Point to adjust for measured flows at the bypass, measured streamflow, and/or actual conveyance losses if required by the Water Commissioner. The Augmentation Water protected under this Plan will not exceed the lesser of the total streamflow measured at any point in the Augmented Reach; the streamflow rate of the Augmentation Water eligible for protection within a Flow Segment in accordance with paragraph 11.1 and 11.2; the rate at which water is being bypassed past any structure within the Augmentation Reach; or the amount of available Augmentation Water under the terms of this paragraph.

15.3. Augmentation Water delivered under this Plan shall not include water derived from calculated recharge accretions or lawn irrigation return flows.

15.4. In accordance with C.R.S. § 37-92-102(4.5)(b)(VIII), after deduction for actual

conveyance losses suffered in the delivery in accordance with Paragraph 15.11, Augmentation Water may be rediverted at or below a Terminal Point for subsequent use by Applicants for the decreed beneficial uses of the Seed Water Rights. Augmentation Water that is subsequently used for other beneficial purposes after being delivered in the Poudre River to the Terminal Point shall either (1) if diverted, be measured, or (2) if used to meet downstream return flow or augmentation requirements or for other beneficial uses, assessed transit losses pursuant to Paragraph 15.11 and quantified or measured if determined to be necessary by the Division Engineer at or below the Terminal Point. Augmentation Water designated for a successive use of return flow replacement in accordance with the underlying change decree shall only be protected under this Plan from the Introduction Point to the locations where the required amount of return flow replacements are owed under the terms of the underlying change decree, which shall serve as the Terminal Point for protection of that amount of Augmentation Water. In no event shall such Augmentation Water be protected pursuant to this decree in the stream reach downstream of the relevant Terminal Point. Augmentation Water may be shepherded to downstream locations pursuant to other legal authority independent of this decree. Augmentation Water that is subsequently used for exchange purposes may not be exchanged within the same Augmented Reach for which it was used for augmentation during the same 24-hour period.

15.5. Applicants shall notify the Water Commissioner at least 24 hours in advance of commencing or changing deliveries to the Poudre River from an Augmentation Water Right under this Plan. This advance notice shall not be required if Applicants are required to reduce Augmentation Water deliveries due to a change in the calling water right. Applicants shall provide such other information as the Water Commissioner requires.

15.6. Applicants shall provide the Division Engineer an annual operating plan that sets forth a projection of the Plan operation each year on or before April 1 that includes, for each Augmentation Water Right that will be made available for use that year in the Plan (“Annual Plan”):

15.6.1. The name and the estimated amount of the water to be made available;

15.6.2. The maximum flow rate of each Augmentation Water Right made available;

15.6.3. The expected monthly operations of the Plan;

15.6.4. The Introduction Point(s) and Terminal Point(s);

15.6.5. In situations where Applicants deliver Augmentation Water to the stream at an upstream location to meet replacement or return flow obligations (“RRF Obligations”) at downstream location(s), and desire to protect the Augmentation Water from an Introduction Point to the location(s) where the RRF Obligations are owed with some of the Augmentation Water being used for the RRF Obligations and other portions of the Augmentation Water continuing to be protected farther downstream, Applicants shall describe how the water will be measured or computed and accounted for as being used to meet the RRF Obligations to distinguish it from other water in the Plan that will continue to be protected downstream of the location(s) where the RRF Obligations are owed;

15.6.6. The location of any point(s) of redirection; and

15.6.7. A description of the type of use to which the water will be put following its use to augment streamflows in the Poudre River, if any, including the manner of such use, *i.e.*, by direct use, storage or exchange, or for augmentation or replacement.

Applicants shall serve the Annual Plan on the Opposers. Actual operations may be adjusted based on actual conditions during the year and Applicants will notify the Division Engineer and any Opposers who have requested notice in advance of those adjustments pursuant to Paragraph 15.5 above.

15.7. Applicants shall provide the Division Engineer and Opposers with a document outlining the procedures for the operation of the Plan set forth in the Decree (“Operating Procedure”). The initial Operating Procedure for operations under the Plan is attached hereto as Exhibit 5. The Operating Procedure will identify one primary person or entity to serve as a point of contact with whom water users and the water commissioner will correspond. The Operating Procedure is not decreed herein and is subject to revision with the approval of the Division Engineer and may be changed from time-to-time by serving written notice of the proposed changes on the Division Engineer and Opposers in this case. Opposers shall have sixty-three (63) days after such notice in which to comment to the Division Engineer before the Division Engineer may approve the changes. To the extent that the Division Engineer requests changes to the Operating Procedure for proper administration of this Decree, Applicants can make such changes without satisfaction of the notice and approval process described above.

15.8. Augmentation Water delivered to the Poudre River and operation of the Poudre Flows Plan in accordance with the terms and conditions of this Plan shall not injure vested water rights, (including decreed alternate points of diversion and storage), decreed

conditional water rights, and undecreed existing exchanges of water to the extent the undecreed existing exchanges were administratively approved before the date of the filing of the Application in this case, which was April 29, 2021. *See* C.R.S. § 37-92-102(4.5)(b)(VII).

15.9. Subject to the terms of this Decree, the Division Engineer will protect Augmentation Water delivered to the Poudre River in accordance with the terms of this Plan within the Augmented Reaches between the Introduction Point and the Terminal Point from: depletion by diversion; depletions by plans for substitution, exchange, or augmentation; or by other means, except reductions caused by evaporation, transportation, and other losses.

15.10. Augmentation Water delivered to the Poudre River under this Plan shall only be protected in Augmented Reaches within the Flow Segments, and only up to the seasonal maximum Improve streamflow rates set forth in Table 2, Paragraph 11.1 of this Decree. Flow rates within a particular Flow Segment may be determined at a gage within that Flow Segment in the discretion of the Division Engineer in administering the stream.

15.11. The Division Engineer or their designated representative shall assess anticipated transit losses (*e.g.*, percent per mile) to account for evaporation and transportation losses that are expected to result from using the natural stream to transport Augmentation Water. The rate of anticipated transit losses assessed on Augmentation Water when transported in the natural stream may be modified from time to time by the Division Engineer or their designated representative, provided that the rate of anticipated transit losses assessed on the Augmentation Water shall be the same as assessed on other water transported in the same stream reaches on the same days. Applicants may modify operations as directed by the Division Engineer and shall update accounting accordingly. Compliance with the other comment and approval requirements in Paragraph 15.15 is not required for such updates to the Division Engineer's determination of the appropriate rate of assessed transit loss.

15.11.1. Administration of Losses: The Poudre River is a free-flowing river subject to natural (including diurnal) variation, with numerous water rights diverting at different times and locations, resulting in complex river hydrology and administration that can vary widely and unexpectedly on an hourly or more frequent basis. Accordingly, at times, the operation and administration of water rights may result in operational losses in addition to transit losses typically expected to result from using the natural stream to transport water. For the purposes of this decree only, actual conveyance losses shall be the total of operational losses and transit losses as determined by the Water Commissioner consistent with this paragraph, which equals the losses ultimately assessed based

on the amount of water in the river and the call being administered at the time, and taking into account the weather, the time of year, the amounts of natural flow, Augmentation Water, and other water being conveyed in the stream. Nothing in this Decree shall be interpreted to require the bypass of Augmentation Water past diverting structures at a rate that is based solely on anticipated transit losses. The Division Engineer or their designated representative shall administer Augmentation Water past intervening headgates of diverting structures and downstream to the reuse or redirection locations considering actual conveyance losses. Actual conveyance losses in this context are not measured. Administration of the Augmentation Water in the stream based on actual conveyance losses may require a reduction in the amount of Augmentation Water bypassed at any intervening headgate and reused or redirected at or downstream of the Terminal Point(s). Actual conveyance losses shall be assessed on the Augmentation Water through the Flow Segments in the same manner as actual conveyance losses are assessed on other water transported in the stream reach, specifically including Protected Mitigation Releases under the decree entered in Case No. 18CW3216, Water Division No. 1. However, to the extent any conflict arises between this Decree and the Decree entered in Case No. 18CW3216, this Decree shall control the administration of the Augmentation Water. Delivery of the Augmentation Water past intervening structures shall in no instance reduce the natural flow to which other water rights are entitled

15.12. Subject to Paragraphs 15.11 above and 15.13 below, the Division Engineer or their designated representative will administer all Augmentation Water transported in the Poudre River under this Decree past existing intervening headgates to ensure that such water is not intercepted or otherwise diminished in quantity by diversion, use, or other interference by intervening diverters and to assure that such water remains available for the augmentation of streamflow under this Plan, with due consideration for the losses described in Paragraph 15.11 and 15.11.1 above.

15.13. If operation of this Plan requires the use of, or making of physical modifications to, an existing diversion structure within a stream reach to allow the Augmentation Water to bypass the structure, as determined in the sole discretion of the Division Engineer, Applicants must have consent from the owner of the existing diversion structure and bear all reasonable construction costs associated with any physical modifications and all reasonable operational and maintenance costs incurred by the owner of the structure that would not have been incurred in the absence of physical modifications to the structure. *See* C.R.S. § 37-92-102(4.5)(b)(IX). The State and Division Engineers do not administer third party agreements, and any disputes arising from such agreements shall be resolved between those

parties. The bypass structure shall be equipped with a measuring and continuous recording device(s) as required and approved by the Water Commissioner. Nothing herein shall be construed to create any right of Applicants to utilize structures owned by third parties for the diversion or bypass of water. In the event that delivery past intervening headgates requires the installation of a new bypass structure, as determined in the sole discretion of the Division Engineer, Applicants are responsible for installing a new bypass structure with a continuous recording measuring device as required and approved by the Water Commissioner, or securing an agreement with a third-party to use an existing bypass structure or augmentation station and providing such information and agreement to the Division Engineer. Applicants shall not receive protection or credit for augmentation water below a calling headgate unless Applicants can show to the satisfaction of the Division Engineer that the augmentation water can be measured or otherwise accounted for and delivered below that headgate. This Decree shall not be construed to prohibit Applicants from operating this Plan, or the Division Engineer from administering this Plan, if physical modifications to an existing structure are unnecessary as determined in the sole discretion of the Division Engineer.

15.14. The accounting is an administrative tool required by this Decree to confirm that diversions and deliveries are made in correct time, location, and amount in accordance with the terms and conditions of this Decree. The accounting shall be sufficient in detail so that state water officials are not limited in their duty to administer, and make record of, the movement of water in accordance with this Decree. All accounting must be acceptable to the Division Engineer, or their designated representative, and shall adhere to all applicable administrative policies, guidelines, and protocols established by the Division Engineer and reasonably required for administration of this Plan by the Division Engineer. All accounting shall be performed daily and submitted monthly, unless required more often at the written request of the Division Engineer or Water Commissioner. Daily accounting for each month's operation shall be completed and sent to the Division Engineer and Water Commissioner in the format requested by the Division Engineer and Water Commissioner no later than thirty (30) days following the last day of any given month. The accounting shall be done on accounting forms that are for operations under the Plan only and such accounting forms shall include at a minimum the following information for each source of water used in the Plan:

15.14.1. Daily priority call, including name and location of calling right;

15.14.2. Flow Segments;

15.14.3. Quantification or measurement of Augmentation Water at

Introduction Point(s) to the Poudre River, including identification of the water provider(s), source(s) of the Augmentation Water (including priority date(s));

15.14.4. Actual conveyance loss, when applicable, through the Augmented Reaches;

15.14.5. Measurement of the Augmentation Water through bypass structures within the Flow Segment(s);

15.14.6. Measurement of total streamflow at stream flow gages within the Flow Segment(s) as required by the Division Engineer;

15.14.7. Computation of Augmentation Water at a bypass structure or a streamflow gage located between the Introduction Point and Terminal Point to adjust for: actual conveyance losses if required by the Water Commissioner; limitations on Augmentation Water to no more than the measured bypass when bypass structures are required/used; and limitations on Augmentation Water to no more than by the amount diverted/delivered at the Terminal Point.

15.14.8. Comparison of the total streamflows to the preserve and improve target flow rates in Table 2, Paragraph 11.1, for the relevant Flow Segment(s) and determination of the relevant Augmentation Water that is protected;

15.14.9. Measurement of re-diversions from the Poudre River at or below the Terminal Point, or assignment of the Augmentation Water to payment of return flow obligations or for other augmentation uses; and

15.14.10. Accounting of monthly volumes of the Augmentation Water used in the Plan.

Raw meter readings or data recorded from measurements shall be made available upon request. Additionally, Seed Water Providers will add a new worksheet or column to their respective accounting to show the amount, timing, and locations of water provided for use in the Poudre Flows Plan.

15.15. The initial accounting form for operations under the Plan is attached hereto as Exhibit 6. The accounting form is not decreed herein and is subject to revision at the direction of the Division Engineer, and may be changed from time-to-time so long as: (1) all information required by this Decree is included; (2) changes are required or approved by the Division Engineer; and (3) if Applicants seek to modify the accounting forms, Applicants shall first serve written notice of the proposed changes on the Division Engineer and Opposers in this case. Opposers shall have sixty-three (63) days after such notice in which to comment to the Division Engineer before the Division Engineer may approve the changes. To the extent that the Division Engineer requests changes to the accounting for proper administration of this Decree, Applicants can make such changes without satisfaction of the notice and approval process described above.

15.16. If the Division Engineer determines that measuring and reporting required for the proper administration, distribution, or regulation of water pursuant to C.R.S. § 37-92-501 is not in compliance with the Decree, then pursuant to C.R.S. § 37-92-502, the Division Engineer shall not protect, recognize, account for, nor administer any of the Augmentation Water to augment streamflows under this Decree until such a time as such measuring and reporting meets the requirements of this Decree as approved by the Division Engineer. Nothing in this Paragraph precludes the Augmentation Water from being placed to beneficial use under any other applicable decree. Nothing in this decree limits the Division Engineer's independent administrative authority under sections 37-84-112, 37-84-113, or 37-92-502(5)(a), C.R.S. to require or order any water user to install, operate, and maintain at such user's expense any necessary meters, gages, or other measuring devices, or to order the adjustment or calibration of any device so installed.

15.17. Augmentation Water is only protected from diversion pursuant to the terms of this Decree, and if all terms and conditions of the underlying decree for the Augmentation Water are satisfied. To the extent required by the underlying decree(s) for the Augmentation Water Rights, (1) the amount of Augmentation Water available under the relevant Augmentation Water Rights will be determined at the decreed point of diversion of the Augmentation Water Right; and (2) Applicants will replace all ditch losses and satisfy all other replacement obligations accruing at or above the Introduction Point for the Augmentation Water prior to using the remaining Augmentation Water in the Plan. Augmentation Water shall not be protected or administered as Augmentation Water under any of the following circumstances:

15.17.1 When Applicants are not in compliance with (1) the measuring requirements of C.R.S. § 37-84- 113, (2) the terms and conditions of this Decree regarding the operation, maintenance, or repair of proper measuring devices, and

(3) any order from the State Engineer or Division Engineer regarding the operation, maintenance, or repair of proper measuring devices; or

15.17.2 When the water is within the natural stream at any location outside of the Flow Segment(s) identified above in Paragraph 10.

15.18. Applicants shall install and maintain meters, gages, or other measuring devices that are deemed necessary by the Division Engineer and shall report to the Division Engineer deliveries of Augmentation Water made pursuant to this Decree as reasonably required by the Division Engineer. Applicants may choose not to operate certain aspects of the Plan to avoid or postpone the need to install certain measuring devices. Applicants shall provide notice to all parties in this case if and when the Division Engineer determines that such additional meters, gages, or other measuring devices are necessary. All measurement devices required under this Decree shall have continuous recording as required by the Division Engineer.

15.19. The final design and location of the structures that will be used to deliver Fort Collins' Seed Water to the Poudre River described in Paragraph 12.1 above have not been finalized to provide a specific legal description in Public Land Survey System (PLSS) with distances from sections lines or UTM format and may change upon final construction of these structures. Applicants shall, without amending this Decree, file and serve notice in this case when this information becomes available. If there is a decreed point of diversion that was constructed prior to the entry of this decree that is located between (a) the locations of the structures that will be used to deliver Fort Collins' Seed Water to the Poudre River as described in Paragraph 12.1 and (b) the final locations of such structures, Applicants shall be required to file an application with the Water Court to revise the location for that structure.

16. The plan for augmentation approved in this Decree is administrable by the officials of the State of Colorado.

17. If operated and administered in accordance with the terms and conditions of this Decree, the Poudre Flows Plan (a) will not result in injury to other vested water rights and decreed conditional water rights, (b) will not result in injury to undecreed existing exchanges of water to the extent the undecreed existing exchanges were administratively approved before the date of the filing of the Application in this case, which was April 29, 2021³, (c) will prevent injury to other

³ This date is provided solely for the purpose of determining what undecreed existing exchanges of water

water rights that result from any change in the time, place, or amount of water available for diversion or exchange to the extent that other appropriators have relied upon the stream conditions that resulted from the historical use of the Augmentation Water, and, (d) therefore, should be approved.

18. The Poudre Flows Plan is in accordance with law and should be granted subject to the terms of this Decree.

CONCLUSIONS OF LAW

19. Incorporation. The foregoing Findings of Fact are incorporated herein.

20. The Plan is Consistent with Law. The Poudre Flows Plan decreed herein is contemplated and authorized by law, *see* C.R.S. § 37-92-102(4.5).

21. Use of the Seed Water Rights Contemplated by Law. Consistent with this Court's March 12, 2025 *Order Granting Motion for Determination of Questions of Law Regarding Augmentation Water That May Be Used in Plan for Augmentation to Augment Stream Flows Pursuant to C.R.S. § 37-92-102(4.5)*, and its May 15, 2025 *Order Granting in Part, and Denying in Part, Opposers ACWWA & ECCV's Motion for Determination of Questions of Law Re: Places of Use*, use of the Seed Water Rights described in paragraph 12 of this Decree in the Poudre Flows Plan is contemplated and authorized by law, and no further change of those water rights is required for such use, *see* C.R.S. § 37-92-102(4.5).

22. Stacking Instream Flow Uses. Pursuant to Rule 6.c of the Rules Concerning the Colorado Instream Flow and Natural Lake Level Program, each source of Augmentation Water may be used in addition to and in combination with any other source of Augmentation Water and any other water, water right, or interest in water acquired by the CWCB, including, without limitation, any protected mitigation release made pursuant to C.R.S. § 37-92-102(8), in this reach of the Poudre River from the Canyon Mouth Gage to the confluence with the South Platte River, up to flow rates to meet the CPW flow recommendations to preserve or improve the natural environment, as set forth in Table 2 contained in Paragraph 11.1, above, and as determined appropriate by the CWCB to preserve and improve the natural environment to a reasonable degree.

23. Notice and Jurisdiction. The Water Court for Water Division No. 1 has jurisdiction over

have been administratively approved before the date of the filing of the Application in accordance with C.R.S. § 37-92-102(4.5)(b)(VII). This Decree does not establish a priority date for the Poudre Flows Plan or any operations authorized under the Plan, nor is such a priority date required for a plan for augmentation. *See e.g., Empire Lodge Homeowners' Ass'n v. Moyer*, 39 P.3d 1139, 1155 (Colo. 2001).

the subject matter of these proceedings and over all persons, owners of property, and water rights that may be affected hereby, whether or not they have chosen to appear. The Application in this matter and the resume publications of the Application placed such persons on notice of the relief requested by the Application and granted by this Decree.

24. Reuse and Successive Use. Fort Collins and Greeley retain the use and reuse and successive use of their Augmentation Water pursuant to the underlying decrees applicable to the Augmentation Water following use in the Plan under the terms of this Decree, pursuant to C.R.S. § 37-92-102(3). Whether there is a right to reuse and/or successively use Additional Augmentation Water shall be governed by the underlying change decrees applicable to such Additional Augmentation Water Rights included in this Plan in the future.

25. Retention of Dominion. Dominion over water depends on a water user's intent and ability to quantify and use, by recapture or other proper means, a certain quantity of water that may be distinguished by volume from other water in a stream. Applicants have the intent and ability to maintain dominion over, and to use for the purposes adjudicated by this Decree, all Augmentation Water used under the terms of this Decree. Applicants also have the intent and ability to maintain dominion and control over all Augmentation Water downstream of the Terminal Points following use in the Plan under the terms of the decrees applicable to such Augmentation Water.

26. Burden of Proof. Applicants have met their burden of proof and are therefore entitled to a decree approving the Poudre Flows Plan.

JUDGMENT AND DECREE

27. Incorporation. The foregoing Findings of Fact and Conclusions of Law are incorporated herein.

28. Plan for Augmentation. The Plan described above is hereby approved, subject to the terms and conditions specified in this Decree. The Court hereby confirms that the streamflow rates set forth in Table 2 in Paragraph 11.1 are appropriate to preserve and improve the natural environment to a reasonable degree, and that using acquired water, including the Seed Water Rights, up to the streamflow rates set forth in Table 2 in Paragraph 11.1, is appropriate to preserve and improve the natural environment to a reasonable degree.

29. No Injury. The terms and conditions provided for in this Decree are adequate to ensure that no injury to any vested water rights, decreed conditional water rights, and undecreed existing exchanges of water to the extent the undecreed existing exchanges were administratively approved before the date of the filing of the Application in this case, which was April 29, 2021, will result

from operation of the Plan.

30. Availability of Other Water. Water present in the Augmented Reaches other than Augmentation Water remains available to other water users for beneficial uses and may be appropriated, diverted, and beneficially used by other water users in accordance with the doctrine of prior appropriation, the priority administration system, and any relevant decree existing and future water court decree. Nothing in this Decree shall be interpreted, nor shall this Decree be administered, in such a manner as to prevent or limit holders of conditional water rights, holders of vested water rights, or other water users' undecreed existing exchanges of water to the extent the undecreed existing exchanges were administratively approved before the date of the filing of the Application in this case, which was April 29, 2021, within the Augmented Reaches from exchanging upon or diverting water other than the Augmentation Water in amounts that would be available in the absence of the Augmentation Water.

31. Retained Jurisdiction. In accordance with C.R.S. § 37-92-304(6), approval of the Plan by this Decree shall be subject to reconsideration by the Water Judge on the question of injury as described below.

31.1. Approval of the Poudre Flows Plan shall be subject to the Court's retained jurisdiction from the date of entry of this Decree until ten years after the Applicants provide and serve separate written notice in this case that Seed Water Rights owned by Fort Collins in the Arthur Irrigation Company, owned by Fort Collins in the Larimer County Canal No. 2 Irrigating Company, owned by Fort Collins in the New Mercer Ditch Company, and owned by Greeley in the GIC, respectively, have been used in this Plan in five years, whether those years are consecutive or not consecutive. The expiration of Retained Jurisdiction at the end of the ten-year period shall only be for the respective Seed Water Rights used in this Plan for which proper notice under this Paragraph 31.1 has been provided. The expiration of retained jurisdiction for Seed Water Rights owned by Fort Collins in the Arthur Irrigation Company, owned by Fort Collins in the Larimer County Canal No. 2 Irrigating Company, owned by Fort Collins in the New Mercer Ditch Company, and owned by Greeley in the GIC, respectively, shall not affect retained jurisdiction on other Augmentation Water.

31.2. The use of Additional Augmentation Water Rights in the Plan shall be subject to the Court's retained jurisdiction as described in Paragraph 14.5. In addition, the use of each Additional Augmentation Water Right in this Plan shall be subject to the Court's retained jurisdiction from the date of approval of use of the Additional Augmentation Water Rights in the Poudre Flows Plan until five years after Applicants provide written notice in this case that the Additional Augmentation Water Right has been used in this Plan in five years, whether those years are consecutive or not consecutive. The expiration of Retained

Jurisdiction at the end of the five-year period shall only be for the Additional Augmentation Water Right used in this Plan for which proper notice under this Paragraph 31.2 has been provided. The expiration of retained jurisdiction for one Additional Augmentation Water Right shall not affect retained jurisdiction on other Augmentation Water.

31.3. Any party seeking to invoke the retained jurisdiction of the Water Court shall file a petition with the Water Court specifying the basis for invoking the retained jurisdiction and the relief requested, and shall serve a copy of the petition on the Applicants and all other parties to this case. Such petition shall be filed under the caption and case number of this case and shall be served on counsel of record for all parties. Any party who objects to the petition or the relief requested therein shall file its objection to the petition within sixty-three (63) days of the date of service thereof on counsel of record for all appearing parties or appearing pro se parties. The petitioning party shall have the initial burden of going forward to establish any alleged injury or why the absence of injury has not been conclusively established if petitioning that the retained jurisdiction period should be extended, and the prima facie facts alleged in the petition. The Applicants shall then have the burden of proof to show that either the absence of injury has been conclusively established or that any alleged injury has not occurred or will not occur, or to propose additional terms and conditions that will prevent the injury from occurring. Thereafter, the Water Judge shall set appropriate procedures for determination of the issues at hand.

32. Stipulations, Settlements and Agreements. The Stipulations entered into between the Applicants and Opposers are hereby approved by the Court but are not incorporated into this Decree by reference. All terms and conditions necessary for the administration of this Decree are set forth herein. Any disputes regarding conditions of third-party agreements, contracts, or stipulations shall be resolved by the signatory parties to the agreement, contract, or stipulation, with any unresolved disputes between the parties to be submitted to the proper court for resolution.

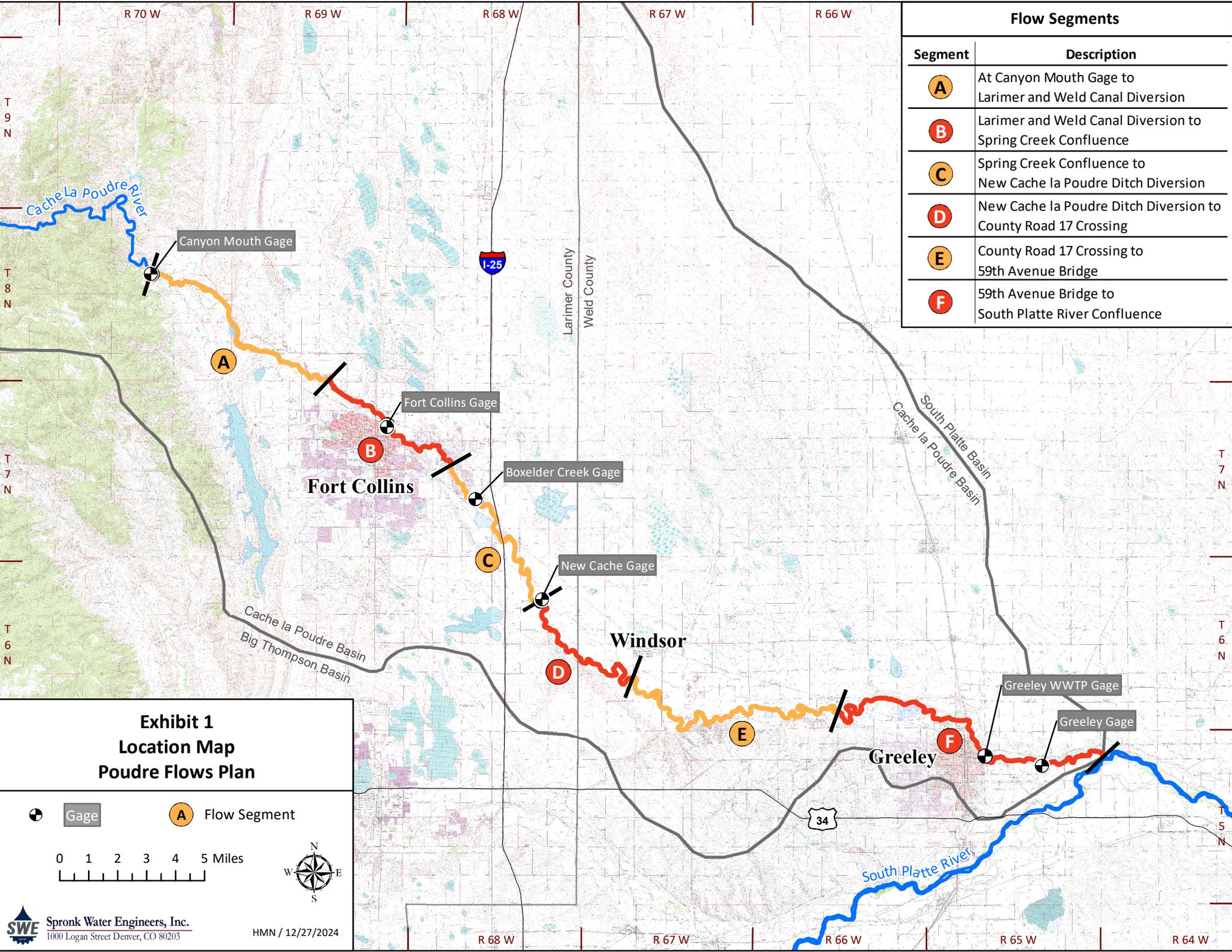
33. Filing with the State and Division Engineer. A copy of this Judgment and Decree shall be filed with the Division Engineer, Water Division No. 1, and with the State Engineer.

Dated: _____.

BY THE WATER COURT:

Todd Taylor
Water Judge, Water Division No. 1

Flow Segments	
Segment	Description
A	At Canyon Mouth Gage to Larimer and Weld Canal Diversion
B	Larimer and Weld Canal Diversion to Spring Creek Confluence
C	Spring Creek Confluence to New Cache la Poudre Ditch Diversion
D	New Cache la Poudre Ditch Diversion to County Road 17 Crossing
E	County Road 17 Crossing to 59th Avenue Bridge
F	59th Avenue Bridge to South Platte River Confluence



**Exhibit 1
Location Map
Poudre Flows Plan**

Gage Flow Segment

0 1 2 3 4 5 Miles

Exhibit 2

Fort Collins Seed Water Rights

(Fort Collins' 2005CW323 Southside Ditch Companies Changed Water Rights)

The City of Fort Collins (“Fort Collins”) is the owner of the water rights represented by shares in the Arthur Irrigation Company, the Larimer County Canal No. 2 Irrigating Company, and the New Mercer Ditch Company that were judicially quantified and changed to include augmentation and other uses as set forth in the decree entered by the District Court for Water Division No. 1 in Case No. 2005CW323 on April 23, 2015 (“05CW323 Decree”) (collectively, “Water Rights”).¹

1. 05CW323 Decree – Change of Use and Quantification of Historical Use

In the 05CW323 Decree, the Court approved the change of use of the Water Rights, being the water rights represented by the following shares:

- Arthur Irrigation Company [154.675 of 1206.94455 total shares]
- Larimer County Canal No. 2 Irrigating Company [27.61175 of 146.28675 total shares]
- New Mercer Ditch Company [27.6083 of 141.30153 total shares]

The changed uses are from their originally decreed irrigation uses “to all municipal uses, including but not limited to domestic, irrigation (including, without limitation, agricultural irrigation), commercial, industrial, recreation, fishery, piscatorial, and wildlife, within Fort Collins service area as it now exists or may from time to time be expanded, and for augmentation, replacement and substitution, and for exchange, including contract exchanges or water trades made by mutual agreement with other water users.” 05CW323 Decree at ¶7.

Water attributable to the Water Rights can be diverted and stored at various alternate points of diversion and storage. 05CW323 Decree at ¶8. Water attributable to the Water Rights can also be reused and successively used. 05CW323 Decree at ¶20.

The historical use of the Water Rights, including their historical consumptive use, was quantified in the 05CW323 Decree. 05CW323 Decree at ¶9.

2. Original Decrees for the Water Rights

The Water Rights comprise water rights represented by shares in three ditch companies, each of which has several water rights confirmed in various decrees. All of this information is set forth in the 05CW323 Decree. The following is a summary of that information.

A. Original Decrees of the Arthur Irrigation Company

The original adjudication was entered April 11, 1882 by the District Court for Larimer County, Case No. 320. The decreed point of diversion was on the slough of the Cache la Poudre River called the John Brown slough on the south side of said river three miles above the town of Fort

¹ The Arthur Irrigation Company, the Larimer County Canal No. 2 Irrigating Company, the New Mercer Ditch Company, and the Warren Lake Reservoir Company are collectively known in the Fort Collins area as the “Southside Ditches” companies. Water rights represented by the Warren Lake Reservoir Company are not included in the Water Rights proposed for use as a source of “seed water” in the Poudre Flows Plan.

Collins, in the SW 1/4 of Sec. 34, T 8 N, R 69 W, 6th P.M. The source was the Cache la Poudre River. The appropriation dates and amounts were:

Original decree	June 1, 1869	1.67 cfs
First Enlargement	April 1,1871	31.67 cfs
Second Enlargement	July 20,1872	33.33 cfs
Third Enlargement	September 1, 1873	63.28 cfs

The uses were for irrigation of land and domestic purposes.

A transfer adjudication was entered on June 7, 1907 by the District Court for Larimer County, Case No. 1584. The point of diversion was the headgate of the Arthur Irrigation Company located on the south bank of the Cache la Poudre River in the SW 1/4 of sec. 34, T 8 N, R 69 W, 6th P.M. in Larimer County, Colorado. The source was the Cache la Poudre River. The appropriation dates and amounts of the rights moved into the Arthur Ditch were:

Watrous, Whedbee, and Secord Ditch original construction
(original adjudication dated April 11, 1882)
June 1, 1861 0.72 cfs

Watrous, Whedbee and Secord Ditch first enlargement
(original adjudication dated April 11, 1882)
July 1, 1866 2.165 cfs

Watrous, Whedbee, and Secord Ditch second enlargement
(original adjudication dated April 11, 1882)
June 1, 1868 2.165 cfs

The use was for irrigation.

B. Original Decrees of the Larimer County Canal No. 2 Irrigating Company

The original adjudication was entered on April 11, 1882 by the District Court for Larimer County, Case No. 320. The point of diversion was on the south side of Cache la Poudre River near the center of the NE 1/4 of Sec. 32, T 8 N, R 69 W, 6th P.M. The source was the Cache la Poudre River. The appropriation date and amount were April 1, 1873, for 175 cfs.

The uses were for irrigation of lands and domestic purposes.

A supplemental adjudication was entered on September 10, 1953, by the District Court for Larimer County, Case No. 11217. The point of diversion was at a point along the Larimer County Canal No. 2 where said canal intercepts Spring Creek in the S ½ of Sec. 22, T 7 N, R 69 W, 6th P.M. The source was Spring Creek, a tributary of the Cache la Poudre River. The appropriation date and amount were April 1, 1873, for 175 cfs.

The use was for irrigation.

A change in point of diversion decree was entered on June 27, 1907 by the District Court for Larimer County, Case No. 2026. The point of diversion was the headgate of what had been known as the City Ditch, such headgate being located about one mile above the Town of La Porte on the south side of the Cache la Poudre River in the SW 1/4 of Sec. 28, T 8 N, R 69 W at or near the place called Point of Rocks. The source was the Cache la Poudre River. The appropriation date and amount were April 1, 1873, for 175 cfs.

The uses were for irrigation of lands and domestic purposes.

C. *Original Decrees of the New Mercer Ditch Company*

The original adjudication was entered on April 11, 1882, by the District Court for Larimer County Case No. 320. The decreed point of diversion was located on the south side of the Cache la Poudre River, one mile above the town of La Porte, in the SW 1/4 of Sec. 28T 8 N, R 69 W, 6th P.M., at a place called Point of Rocks. The source was the Cache la Poudre River. The appropriation dates and amounts were:

Original Construction	September 1, 1869	4.17 cfs
First Extension	October 10, 1871	8.33 cfs
First Enlargement	July 1, 1872	15.00 cfs
Second Enlargement	February 15, 1880	136.00 cfs

The uses were for irrigation of lands and domestic purposes.

A transfer adjudication was entered on August 28, 1912, by the District Court for Larimer County, Case No. 3040. The decreed point of diversion was the headgate of the two canals known as the Larimer County Canal No. 2 and the New Mercer Ditch, located about one mile above the town of La Porte on the south bank of the Cache la Poudre River, at a point commonly known as Point of Rocks which is in the SW 1/4 of Sec. 28, T 8 N, R 69 W, 6th P.M. The source was the Cache la Poudre River. The appropriation date and amount of the Josh Ames Irrigation Ditch (original adjudication entered April 11, 1882) which was moved into the New Mercer Ditch were October 1, 1867, for 10 cfs. The uses were for irrigation.

A supplemental adjudication was entered on September 10, 1953, by the District Court for Larimer County, Case No. 11217. The decreed point of diversion was at a point along the New Mercer Ditch where the same intercepts Spring Creek in the SE 1/4 of Sec.22, T 7 N, R 69 W, 6th P.M. The source was Spring Creek, a tributary of the Cache la Poudre River. The appropriation dates and amounts were July 1, 1872, for 27.5 cfs, and February 15, 1880 for 136.0 cfs.

The use was for irrigation.

An abandonment decree was entered on December 26, 1985, by the District Court, Water Division 1, Case No. 84CW663. The water right declared partially abandoned was the New Mercer Ditch Third (sic) Enlargement, 136 cfs February 15, 1880, Case No. 320. The amount decreed as abandoned was 85.53 cfs.

A supplemental adjudication was entered on September 10, 1953, by the District Court for Larimer County, Case No. 11217. The decreed point of diversion was on the North bank of Mail Creek at a point in the SE 1/4, NW 1/4 of Sec. 1, T 6 N, R 69 W, 6th P.M. The source was Mail Creek. The appropriation date and amount were May 24, 1879, for 93 cfs.

The use was for irrigation.

3. Annual and Monthly Maximum Volumes and Rates for the Water Rights.

Below we provide four tables regarding the annual and monthly maximum volumes and rates for Fort Collins’ Seed Water Rights, each of them labeled with a caption. The average and maximum volumes are based on the decreed 40-year volumetric limits and single-year volumetric limits, respectively. The flow rates are based on these volumes and converted from an acre-foot per month value to cubic feet per second (cfs) assuming a constant flow rate for all days of the month². The values in the tables are reduced by 15% to account for the ditch loss replacement requirement decreed in Case No. 05CW323 which will be left in the ditch and not introduced as augmentation water.

Table 1. Average volumes (acre-feet) of augmentation water introduced from the Water Rights.

	Arthur	Larimer No. 2	New Mercer
April	4.8	0.0	0.0
May	132.0	222.6	149.4
June	193.4	552.9	384.9
July	158.3	181.0	200.8
August	47.3	6.6	66.2
September	20.2	2.3	24.8
October	10.1	0.0	5.3
Annual	566.0	965.5	831.4

Table 2. Average flow rate (cfs) of augmentation water introduced from the Water Rights.

	Arthur	Larimer No. 2	New Mercer
April	0.2	0.0	0.0
May	2.1	3.6	2.4
June	3.3	9.3	6.5
July	2.6	2.9	3.3
August	0.8	0.1	1.1
September	0.3	0.0 ¹	0.4
October	0.2	0.0	0.1

¹ Average flow rate in September is greater than zero. Rounding results in 0.0 cfs.

² The shares in the Arthur Irrigation Company changed in 05CW323 have a seasonal limitation from April 15 through October 31. The April flow rate is calculated assuming a constant flow rate for the last 16 days of April.

Table 3. Maximum volumes (acre-feet) of augmentation water introduced from the Water Rights.

	Arthur	Larimer No. 2	New Mercer
April	39.4	0.0	0.0
May	252.4	589.8	341.0
June	328.7	1,110.8	779.8
July	331.3	905.7	632.4
August	118.3	59.4	151.6
September	59.2	77.9	108.7
October	85.5	0.0	45.3

Table 4. Maximum flow rate (cfs) of augmentation water introduced from the Water Rights.

	Arthur	Larimer No. 2	New Mercer
April	1.2	0.0	0.0
May	4.1	9.6	5.5
June	5.5	18.7	13.1
July	5.4	14.7	10.3
August	1.9	1.0	2.5
September	1.0	1.3	1.8
October	1.4	0.0	0.7

R 70 W

R 69 W

R 68 W

Note: Seed water reaches represent the reach between the uppermost introduction point and lowermost terminal point of withdrawal/use (not including potential leases of water further downstream).

Flow Segments and Preserve/Improve Flow Rates (cfs)

Segment	Description	Winter (Nov 1 - Mar 31)		Summer (Apr 1 - Oct 31)	
		Preserve	Improve	Preserve	Improve
A	At Canyon Mouth Gage to Larimer and Weld Canal Diversion	Up to 80	80 – 150	Up to 114	114 – 260
B	Larimer and Weld Canal Diversion to Spring Creek Confluence	Up to 80	80 – 150	Up to 114	114 – 260
C	Spring Creek Confluence to New Cache la Poudre Ditch Diversion	Up to 30	30 – 54	Up to 40	40 – 54
D	New Cache la Poudre Ditch Diversion to County Road 17 Crossing	Up to 10	10 – 40	Up to 10	10 – 40
E	County Road 17 Crossing to 59th Avenue Bridge	Up to 15	15 – 30	Up to 15	15 – 30
F	59th Avenue Bridge to South Platte River Confluence	Up to 15	15 – 30	Up to 15	15 – 30

Source: Colorado Parks and Wildlife. 2020. Flow Quantification Report for the Cache la Poudre River in Larimer and Weld Counties.

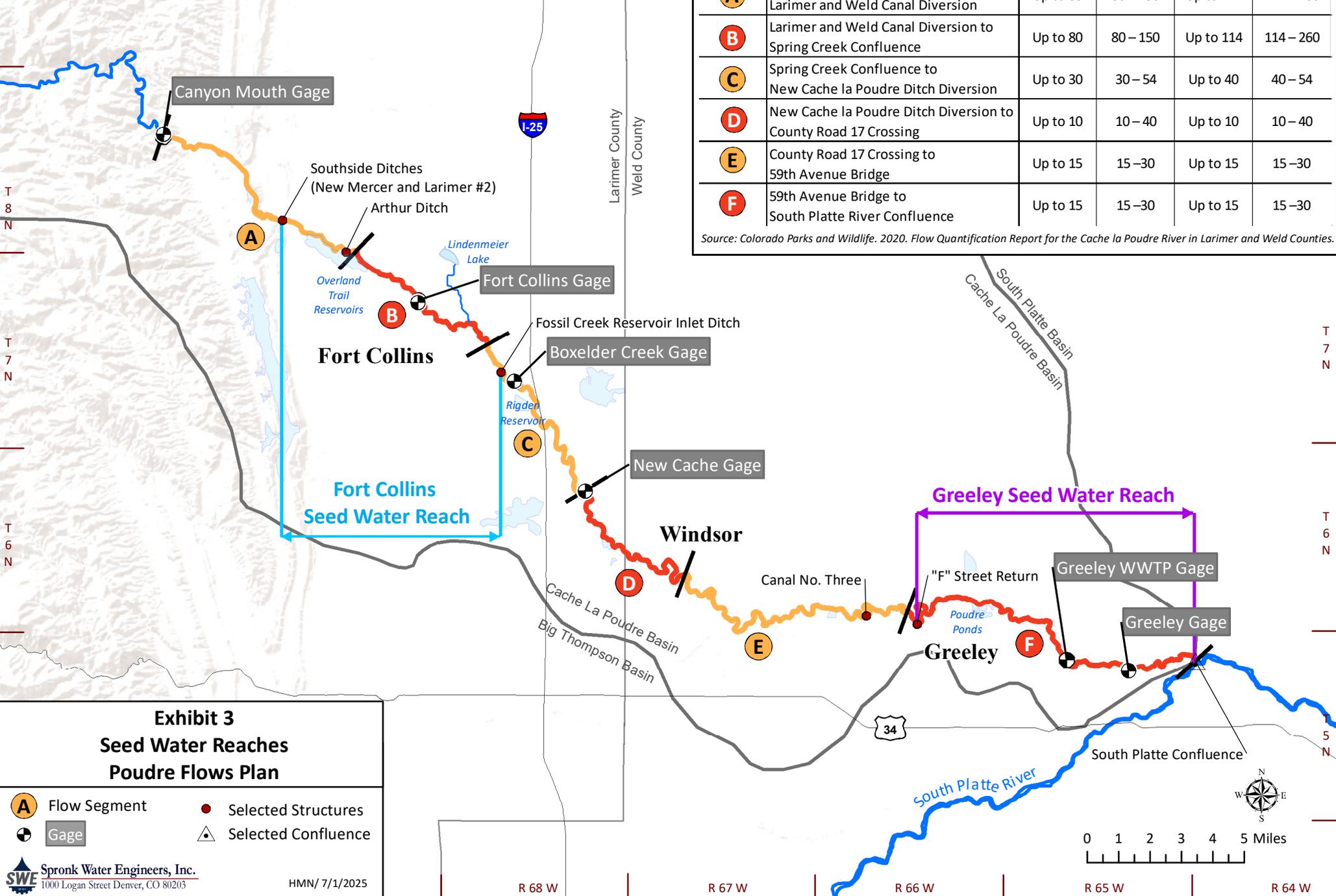


Exhibit 3 Seed Water Reaches Poudre Flows Plan

- A Flow Segment
- Selected Structures
- Gage
- Selected Confluence

R 68 W

R 67 W

R 66 W

R 65 W

R 64 W

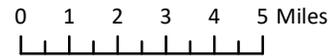


Exhibit 4 Greeley Seed Water Rights

City of Greeley Greeley Irrigation Company Changed Water Rights

The water rights originally decreed to Canal No. Three in Larimer County Civil Action No. 320 on April 11, 1882, an undivided 5/8 interest of which belongs to the Greeley Irrigation Company (“GIC”), are as follows (collectively the “GIC Direct Flow Rights”):

Priority	Appropriation Date	Amount (cfs)
Original (Priority No. 35)	April 1, 1870	52.00
First Enlargement (Priority No. 46)	October 1, 1871	41.00
Second Enlargement (Priority No. 50)	July 15, 1872	63.13
Third Enlargement (Priority No. 58)	May 15, 1873	16.67

GIC also owns 60 preferred rights in the Fossil Creek Reservoir, as conveyed by those certain instruments referred to as “Preferred Water Right Indentures,” which GIC may call for and deliver for the benefit of its shareholders. The water rights decreed to Fossil Creek Reservoir are as follows:

Priority	Appropriation Date	Amount (acre-feet)	Adjudication Date and Case Number
Original Construction (Priority No. 40)	March 5, 1901	12,052	December 9, 1904, as amended October 28, 1909 CA1591
First Enlargement (Priority No. 66)	June 1, 1904	1,545	April 22, 1922 CA2031
Second Filling (Refill Priority No. 136E)	March 5, 1901	12,052	September 10, 1953 CA11217

Pursuant to that certain Settlement Agreement between Central Colorado Water Conservancy District and Ground Water Management Subdistrict of the Central Colorado Water Conservancy District, the North Poudre Irrigation Company (“NPIC”), and GIC, dated May 22, 2023, GIC’s ownership of Fossil Creek Reservoir water rights under GIC’s Preferred Water Rights is limited to Priority No 40.¹

The City of Greeley (“Greeley”) changed 125.12 shares in the GIC in Case Nos. 99CW232 (47.32 shares) and 15CW3163 (77.8 shares), District Court, Water Division No. 1. The GIC Direct Flow Water Rights divert off the lower Cache la Poudre River. Changed GIC Direct Flow Rights,

¹ As per paragraph 8 of each Preferred Water Right Indenture, NPIC may satisfy its delivery of Fossil Creek water to GIC either by direct releases from Fossil Creek Reservoir or by release of other NPIC storage water in substitution.

including those changed by Greeley in Case Nos. 99CW232 and 15CW3163, are subject to volumetric delivery limitations of 25.27 acre-feet per share in any single year and 186.44 acre-feet per share in any consecutive 10-year period, as well as terms and conditions relating to the permitted diversion season. In addition, all changed GIC Direct Flow Water Rights are subject to provisions relating to ditch loss, dry up, and return flow obligations. These provisions are based on the ditch-wide analysis and historical use quantification approved in what is commonly referred to as the Poudre Prairie decree (Case No. 96CW658, District Court, Water Division No. 1) and are described more particularly in the change decrees for such water rights. For the 77.8 shares changed by Greeley in Case No. 15CW3163, only those shares that have been converted pursuant to the terms of that decree may be made available by Greeley for use as Seed Water.

Changed Uses – Offered Water Rights

Greeley changed these GIC shares, in part, to allow the uses described in paragraph 4.1.1 of the 99CW232 decree and paragraph 9.1 of the 15CW3163 decree:

4.1.1 Alternate Types of Use: All municipal purposes, including, but not limited to, domestic, irrigation, watering of lawns, parks and grounds, commercial, industrial, mechanical, manufacturing, fire protection, sewage treatment, power generation, street sprinkling, recreational fish and wildlife propagation, lake and reservoir evaporation, exchange (including further exchange within Greeley’s system and with other water users), maintenance of adequate storage reserves, maintenance of operating detention, maintenance of historical return flows as required by judicial or administrative order, and replacement, augmentation or substitution. Greeley seeks the right to fully consume, whether by direct use, storage and subsequent release, reuse, successive use, further exchange or disposition, all water associated with the subject water rights that remains after the required return flow obligations have been met.

9.1 Alternate Types of Use: In addition to the originally decreed uses, Greeley will use the 77.8 Shares for the following uses, referred to hereinafter as the “Changed Uses”: All municipal purposes, including but not limited to domestic, irrigation, watering of lawns, parks, and grounds, commercial, industrial, mechanical, manufacturing, fire protection, sewage treatment, power generation, street sprinkling, recreational, fish and wildlife propagation, replacement of lake and reservoir evaporation, exchange (including further exchange within Greeley’s system and with other water users), maintenance of adequate storage reserves, maintenance of historical return flows as required by judicial or administrative order, wetlands creation, maintenance, and enhancement, environmental mitigation and restoration, and replacement, augmentation, or substitution, by direct use or exchange or by storage and subsequent release. Greeley seeks the right to fully consume, whether by direct use, storage and subsequent release, reuse, successive use, further exchange, or disposition, all water associated with the 77.8 Shares that remains after the required return flow obligations have been met. Greeley may use, reuse, and successively use water from the 77.8 Shares by exchange pursuant and subject to terms and conditions of the rights of substitution and exchange, including storage, decreed in Case Nos. 99CW231, 99CW234, and 05CW326 and any other subsequently-decreed rights of substitution and exchange or administrative approval that allow the 77.8 Shares to be used as a source of substitute supply. No appropriative rights of substitution or exchange are claimed or decreed herein.

Average and Maximum Daily Flow Rates for Greeley GIC Shares used in the Plan (c.f.s.)

Month	125.12 GIC Shares	
	Avg	Max
Jan	0.0	0.0
Feb	0.0	0.0
Mar	0.0	0.0
Apr	2.3	9.1
May	6.3	10.2
Jun	8.1	11.4
Jul	9.4	13.3
Aug	8.6	10.6
Sep	6.7	9.9
Oct	4.0	9.3
Nov	0.0	0.0
Dec	0.0	0.0

The estimated average and maximum flow rates described in this table apply when all 125.12 GIC shares are being delivered to the Cache la Poudre River for stream flow augmentation pursuant to this decree.

Exhibit 5

OPERATING PROCEDURE POUDRE RIVER STREAM FLOW AUGMENTATION PLAN CASE NO. 2021CW3056

This document outlines the procedures for operation of the stream flow augmentation plan (“Plan”) set forth in the Decree entered in Case No. 2021CW3056 (“Poudre Flow Decree” or “Decree”). The Operating Procedure is intended to provide additional guidance in operating the Plan consistent with the terms and conditions in the Decree. As stated in Paragraph 15.7 of the Decree, the Operating Procedure is not decreed and may be modified from time to time. The capitalized terms not separately defined herein have the same meaning as in the Decree.

1. Administrative Structure. Operation of the Plan will be guided and coordinated through actions and interactions of the Plan Administrator (“Administrator”), the Augmentation Water providers, and the Water Commissioner consistent with the terms and conditions described in paragraph 15 of the Decree. The roles of these entities are outlined below.
 - a. Plan Administrator: The day-to-day operation and administration of the Plan will be carried out by representative(s) of the Cache la Poudre Water Users Association (“CLPWUA”), or other person(s) designated by the Applicants as the Administrator. The Administrator will have general discretion and authority to manage the day-to-day operations of the Plan in coordination with the Augmentation Water providers, including performance of the following duties:
 - i. Coordinate the daily operations described in Section 2.a below with the Augmentation Water providers and the Water Commissioner.
 - ii. Prepare the Annual Plan required by paragraph 15.6 of the Decree as described in Section 2.c below.
 - iii. Perform the daily accounting required by paragraph 15.14 of the Decree and submit monthly and annual accounting reports to the Water Commissioner and Division Engineer.
 - iv. Communicate with the Water Commissioner, ditch companies, and other state water officials regarding the Plan operations as necessary.
 - b. Augmentation Water Providers: The Augmentation Water providers will make available the Augmentation Water supplies that have been approved for use in the Plan as follows:
 - i. Deliver, measure, and perform accounting for the Augmentation Water.
 - ii. Measure rediversions of Augmentation Water from the stream for subsequent use, reuse, successive use, and disposition in accordance with applicable decrees or approved substitute water supply plans.

- iii. Account for Augmentation Water left in the stream at the Terminal Point as a replacement source (e.g., to pay return flow obligations, augment depletions from pumping, or for exchange).
 - iv. Coordinate deliveries, rediversions, and other uses of Augmentation Water with the Administrator, Water Commissioner, and ditch companies, as necessary.
 - v. Perform any accounting that is required by the separate decree(s) for the Augmentation Water.
- c. Water Commissioner: Pursuant to C.R.S. §§ 37-92-202 and -301, the Water Commissioner will carry out normal water rights administration responsibilities on behalf of the Division Engineer related to the operation of the Plan consistent with the terms and conditions of the Decree and this Operating Procedure. Such responsibilities may include the following:
- i. Determine and communicate the daily priority calls affecting the Poudre River.
 - ii. Determine losses assessed against the Augmentation Water deliveries in accordance with Paragraph 15.11 of the Decree.
 - iii. Protect Augmentation Water deliveries from diversion or exchange to the extent allowed by the Decree.
 - iv. Determine and verify bypass requirements for Augmentation Water deliveries, including determining dry-up points and administrative and measurement requirements at bypass structures.
 - v. Coordinate with the Administrator, Augmentation Water providers, and ditch companies, as necessary regarding the Daily Augmentation Operations described in Section 2.a below.
2. Augmentation Plan Operation. The Administrator will coordinate with the Augmentation Water providers, the Water Commissioner, and other Poudre River water users as necessary to ensure compliance with the terms and conditions of the Decree and to facilitate transparent operation of the Plan. These duties shall generally include the following:
- a. Daily Augmentation Operations. The Administrator will coordinate the day-to-day operations of the Plan with the Augmentation Water providers, the Water Commissioner, and other Poudre River water users daily or as frequently as necessary to project and account for the daily Augmentation Water deliveries. The following is a list of the information and data that will be accounted for daily when the Plan is operating (“Augmentation Elements”).
 - i. Date.
 - ii. Augmentation Water provider.

- iii. Introduction Point for Augmentation Water deliveries.
 - iv. Terminal Point for re-diversion of Augmentation Water deliveries (or leaving the deliveries in the stream).
 - v. Delivery rate at Introduction Point.
 - vi. Actual conveyance loss between the Introduction Point and Terminal Point assessed by the Water Commissioner in accordance with paragraph 15.11 of the Decree.
 - vii. Re-diversion rate at the Terminal Point (if diverted).
 - viii. Quantification rate of Augmentation Water left in the river at the Terminal Point (e.g., for payment of return flow obligations).
 - ix. Maximum improve rates for the Flow Segments in the Augmented Reaches.
 - x. Flows at stream gages within the Augmented Reaches.
 - 1. Total streamflow.
 - 2. Augmentation Water.
 - xi. Priority call affecting the Augmented Reaches.
 - 1. Priority call originating downstream of the Augmented Reaches.
 - 2. Priority call originating within the Augmented Reaches requiring measured bypass of any Augmentation Water deliveries.
 - xii. Bypass requirements within the Augmented Reaches.
 - 1. Location.
 - 2. Owner/Operator.
 - 3. Bypass flow for Augmentation Water deliveries.
 - 4. Bypass flow for other water deliveries.
 - 5. Total bypass flow requirement.
 - xiii. Other information required by the Water Commissioner.
- b. 24-Hour Advance Projection of Augmentation Operations (“Projection”). The Administrator will coordinate with the Augmentation Water providers to project in advance the Augmentation Water operations to comply with the 24-hour notice requirement for commencing or changing deliveries of any Augmentation Water source (see paragraph 15.5 of the Decree).
- i. The Projection shall include some or all of the Augmentation Elements described above for each Augmentation Water source as required by the Water Commissioner.

- ii. The Projection shall be provided to the Water Commissioner in electronic format on the day preceding commencement of or change in delivery of any Augmentation Water source.

 - c. Annual Plan. Each year the Administrator shall coordinate with the Augmentation Water providers to estimate and project the augmentation operations for the upcoming April 1 – March 31 period. The annual projection shall be provided to the Division Engineer, Water Commissioner, and other interested parties on or before April 1. The projections in the Annual Plan are for planning purposes and shall not serve as limits or minimum amounts for the Augmentation Water deliveries in the upcoming year. The Administrator shall project the information as described in paragraph 15.6 of the Decree for each of the Augmentation Water sources to potentially be made available for use in the Plan. The Annual Plan shall also note changes from the Annual Plan for the prior year.
3. Final Daily Accounting: The Administrator will compile and provide to the Division Engineer and Water Commissioner the accounting described in paragraph 15.14 of the Decree. The Final Daily Accounting will be performed in arrears using daily average flows (or instantaneous flow measurements as necessary) and reported monthly.

Exhibit 6
Table 1
Illustrative Accounting
Contact Information
Poudre Flows Plan, Case No. 21CW3056

Reporting Month: Oct-25

Plan ID:

Contacts: Poudre Flows Plan Administrator
Seed Water Provider Contact 1
Seed Water Provider Contact 2
Seed Water Provider Contact 3

Change Log:

Exhibit 6
Table 2
Illustrative Accounting
Daily Augmentation Water and Streamflow
Poudre Flows Plan, Case No. 21CW3056

	(1)	(2)	(3)	(4)	(5)	(6)	Daily Values (CFS)		
	Mi	Seg	WDID	Structure Name	Type	Units	10/1/25	10/2/25	10/3/25
(7)	Water Provider: Fort Collins						Daily Values (CFS)		
(8)	5.8	A	300913	Introduction Point @ New Mercer	Flow Input	(cfs)	0.00	0.00	0.00
(7)	5.8	A	300914	Introduction Point @ Larimer #2	Flow Input	(cfs)	0.00	0.00	0.00
(8)	8.5	A	300918	Introduction Point @ Arthur Ditch	Flow Input	(cfs)	0.00	0.00	0.00
(9)	15.9	A	303774	Terminal Point @ FCRID	Total Flow	(cfs)	0.00	0.00	0.00
(10)					Amount Used	(cfs)	0.00	0.00	0.00
(7)	Water Provider: Greeley						Daily Values (CFS)		
(8)	42.8	F	302320	Introduction Point @ F Street	Flow Input	(cfs)	0.00	0.00	0.00
(9)	55.8	F	399034	Terminal Point @ South Platte Confluence	Total Flow	(cfs)	0.00	0.00	0.00
(10)					Amount Used	(cfs)	0.00	0.00	0.00
Combined Augmentation Water at Stream Gages and Potential Dry-up Structures (at Gage or below Diversion)									
(11)	0.0	A	301200	Canyon Mouth Gage	Augmentation Water	(cfs)	0.00	0.00	0.00
(12)					Measured Streamflow	(cfs)	0.00	0.00	0.00
(13)					P&I Rate	(cfs)	260.00	260.00	260.00
(14)					Streamflow Deficit	(cfs)	260.00	260.00	260.00
(11)	8.8	B	300919	Larimer Weld Irr Canal	Augmentation Water	(cfs)	0.00	0.00	0.00
(15)					Call @	(Y/N)	N	N	N
(16)					Measured Bypass*	(cfs)	0.00	0.00	0.00
(11)	10.7	B	300922	Lake Canal	Augmentation Water	(cfs)	0.00	0.00	0.00
(15)					Call @	(Y/N)	N	N	N
(16)					Measured Bypass*	(cfs)	0.00	0.00	0.00
(11)	11.6	B	302900	Fort Collins Gage	Augmentation Water	(cfs)	0.00	0.00	0.00
(12)					Measured Streamflow	(cfs)	0.00	0.00	0.00
(13)					P&I Rate	(cfs)	260.00	260.00	260.00
(14)					Streamflow Deficit	(cfs)	260.00	260.00	260.00
(11)	13.4	B	303775	CLP (Timnath) Res. Inlet	Augmentation Water	(cfs)	0.00	0.00	0.00
(15)					Call @	(Y/N)	N	N	N
(16)					Measured Bypass*	(cfs)	0.00	0.00	0.00
(11)	15.4	C	300926	Boxelder Ditch	Augmentation Water	(cfs)	0.00	0.00	0.00
(15)					Call @	(Y/N)	N	N	N
(16)					Measured Bypass*	(cfs)	0.00	0.00	0.00
(11)	15.9	C	303774	Fossil Creek Inlet Ditch	Augmentation Water	(cfs)	0.00	0.00	0.00
(15)					Call @	(Y/N)	N	N	N
(16)					Measured Bypass*	(cfs)	0.00	0.00	0.00
(11)	16.8	C	301673	Boxelder Creek Gage	Augmentation Water	(cfs)	0.00	0.00	0.00
(12)					Measured Streamflow	(cfs)	0.00	0.00	0.00
(13)					P&I Rate	(cfs)	54.00	54.00	54.00
(14)					Streamflow Deficit	(cfs)	54.00	54.00	54.00

Exhibit 6
Table 2
Illustrative Accounting
Daily Augmentation Water and Streamflow
Poudre Flows Plan, Case No. 21CW3056

	(1)	(2)	(3)	(4)	(5)	(6)	Daily Values (CFS)		
	Mi	Seg	WDID	Structure Name	Type	Units	10/1/25	10/2/25	10/3/25
Combined Augmentation Water at Stream Gages and Potential Dry-up Structures (at Gage or below Diversion) (cont.)									
(11)	23.2	D	302929	New Cache Gage	Augmentation Water	(cfs)	0.00	0.00	0.00
(12)					Measured Streamflow	(cfs)	0.00	0.00	0.00
(13)					P&I Rate	(cfs)	40.00	40.00	40.00
(14)					Streamflow Deficit	(cfs)	40.00	40.00	40.00
(11)	50.5	F	301674	Greeley WWTP Gage	Augmentation Water	(cfs)	0.00	0.00	0.00
(12)					Measured Streamflow	(cfs)	0.00	0.00	0.00
(13)					P&I Rate	(cfs)	30.00	30.00	30.00
(14)					Streamflow Deficit	(cfs)	30.00	30.00	30.00
(11)	51.2	F	300937	Ogilvy Ditch	Augmentation Water	(cfs)	0.00	0.00	0.00
(15)					Call @	(Y/N)	N	N	N
(16)					Measured Bypass	(cfs)	0.00	0.00	0.00
(11)	52.9	F	301201	Greeley Gage	Augmentation Water	(cfs)	0.00	0.00	0.00
(12)					Measured Streamflow	(cfs)	0.00	0.00	0.00
(13)					P&I Rate	(cfs)	30.00	30.00	30.00
(14)					Streamflow Deficit	(cfs)	30.00	30.00	30.00

Notes:

- | | |
|--|--|
| (1) Miles from Canyon Mouth Gage (DWR). | (10) Augmentation Water use at Terminal Point. |
| (2) Flow Segment for structure location. | (11) Computed total aug. water flow at (above) structure or gage.
See Note (10) in Table 4 - SWCalcs. |
| (3) WDID for structure. | (12) Measured Cache la Poudre River streamflow at gages. |
| (4) Structure Name. | (13) Maximum preserve and improve rate ("P&I Rate") for Flow Segment. |
| (5) Type of data/calculation. | (14) Maximum of zero or (13) minus (12). |
| (6) Units for data in row. | (15) Priority call at structure location (Y=Yes, N=No). |
| (7) Augmentation ("Aug.") Water right provider. | (16) Measured bypass flow of Aug. Water (if required). |
| (8) Location of Introduction Point and amount. | |
| (9) Location of Terminal Point & computed Aug. Water flow. | |

* Infrastructure is not currently in place to bypass Seed Water at the headgate of the structure. In the event bypassing becomes necessary, Applicants must obtain consent from the owner of the structure and bear all reasonable construction costs associated with infrastructure modification, consistent with Paragraph 15.12 of the Decree and C.R.S. § 37-92-102(4.5)(b)(IX).

Exhibit 6
Table 3
Illustrative Accounting
Monthly Summary of Augmentation Water
Poudre Flows Plan, Case No. 21CW3056

	(1) Mi	(2) Seg	(3) WDID	(4) Structure Name	(5) Type	Monthly Values (AF) (6)											Ann Total	
						Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26		Sep-26
(7)	Water Provider: Fort Collins																	
(8)	5.8	A	300913	Introduction Point @ New Mercer	Flow Input	-	-	-	-	-	-	-	-	-	-	-	-	-
	5.8	A	300914	Introduction Point @ Larimer #2	Flow Input	-	-	-	-	-	-	-	-	-	-	-	-	-
	8.5	A	300918	Introduction Point @ Arthur Ditch	Flow Input	-	-	-	-	-	-	-	-	-	-	-	-	-
(9)	15.9	A	303774	Terminal Point @ FCRID	Total Flow	-	-	-	-	-	-	-	-	-	-	-	-	-
(10)					Amount Used	-	-	-	-	-	-	-	-	-	-	-	-	-
	Water Provider: Greeley																	
(8)	42.8	F	302320	Introduction Point @ F Street	Flow Input	-	-	-	-	-	-	-	-	-	-	-	-	-
(9)	55.8	F	399034	Terminal Point @ South Platte Confluence	Total Flow	-	-	-	-	-	-	-	-	-	-	-	-	-
(10)					Amount Used	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

- (1) Miles from Canyon Mouth Gage (DWR).
- (2) Flow Segment for structure location.
- (3) WDID for structure.
- (4) Structure Name.
- (5) Type of data/calculation.
- (6) Monthly volumes computed as sum of daily values in cfs multiplied by 1.9835.
- (7) Augmentation Water right provider.
- (8) Location of Introduction Point and amount.
- (9) Location of Terminal Point and computed Augmentation Water flow.
- (10) Augmentation Water use at Terminal Point.

Exhibit 6
Table 4
Illustrative Accounting
Augmentation Water Calculations
Poudre Flows Plan, Case No. 21CW3056

(1)	(2)	(2)	(4)	(5)	(6)		
Seg	Location Name	Structure Information			Daily Values (CFS)		
		WDID	Type	Mile	10/1/25	10/2/25	10/3/25
(7)	Actual Conveyance Loss: Canyon Mouth to I-25 (% per mile)				0.25%	0.25%	0.25%
(7)	Actual Conveyance Loss: I-25 to South Platte River Confluence (% per mile)				0.50%	0.50%	0.50%
(8)	Augmentation Water Data - Fort Collins (FC)				Daily Values (CFS)		
	A	New Mercer	300913	Introduction Point	5.8		
	A	Larimer #2	300914	Introduction Point	5.8		
	A	Arthur Ditch	300918	Introduction Point	8.5		
(9)	B	Larimer & Weld Canal	300919	Bypass*	8.8		
(9)	B	Lake Canal	300922	Bypass*	10.7		
(9)	B	Timnath Reservoir Inlet	303775	Bypass*	13.4		
(9)	C	Boxelder Ditch	300926	Bypass*	15.4		
	C	FCRID	303774	Terminal Point	15.9		
(10)	Computed Aug. Water Flows - Fort Collins (FC)				Daily Values (CFS)		
	A	New Mercer/Larimer #2	300913	Introduction Point	5.8	0.00	0.00
	A	Arthur Ditch	300918	Introduction Point	8.5	0.00	0.00
(11)	B	Larimer & Weld Canal	300919	At diversion	8.8	0.00	0.00
(9)	B	Larimer & Weld Canal	300919	Bypass*	8.8	0.00	0.00
	B	Proposed Shields Gage	NA	Gage	9.8	0.00	0.00
(11)	B	Lake Canal	300922	At diversion	10.7	0.00	0.00
(9)	B	Lake Canal	300922	Bypass*	10.7	0.00	0.00
	B	Fort Collins Gage	302900	Gage	11.6	0.00	0.00
(11)	B	Timnath Reservoir Inlet	303775	At diversion	13.4	0.00	0.00
(9)	B	Timnath Reservoir Inlet	303775	Bypass*	13.4	0.00	0.00
(11)	C	Boxelder Ditch	300926	At diversion	15.4	0.00	0.00
(9)	C	Boxelder Ditch	300926	Bypass*	15.4	0.00	0.00
(11)	C	FCRID	303774	At diversion	15.9	0.00	0.00
	C	FCRID	303774	Terminal Point	15.9	0.00	0.00
(8)	Augmentation Water Inputs - Greeley (GR)				Daily Values (CFS)		
	F	F-Street Return	302320	Introduction Point	42.8		
	F	Ogilvy	300937	Bypass	51.2		
	F	South Platte River confluence	399034	Terminal Point	55.8		
(10)	Computed Aug. Water Flows - Greeley (GR)				Daily Values (CFS)		
	F	F-Street Return	302320	Introduction Point	42.8	0.00	0.00
	F	Boyd Freeman	300935	At diversion	43.0	0.00	0.00
	F	Greeley WWTP Gage	301674	Gage	50.5	0.00	0.00
(11)	F	Ogilvy	300937	At diversion	51.2	0.00	0.00
(9)	F	Ogilvy	300937	Bypass	51.2	0.00	0.00
	F	Greeley Gage	301201	Gage	52.9	0.00	0.00
(11)	F	South Platte River confluence	399034	At Diversion	55.8	0.00	0.00
	F	South Platte River confluence	399034	Terminal Point	55.8	0.00	0.00

Exhibit 6
Table 4
Illustrative Accounting
Augmentation Water Calculations
Poudre Flows Plan, Case No. 21CW3056

(1)	(2)	(2)	(4)	(5)	(6)		
Seg	Location Name	Structure Information			Daily Values (CFS)		
		WDID	Type	Mile	10/1/25	10/2/25	10/3/25
Combined Augmentation Water Flows					Daily Values (CFS)		
(9)	A	At Canyon Mouth Gage	301200	Gage	0.00	0.00	0.00
(9)	A	New Mercer/Larimer #2	300913	Introduction Point (FC)	0.00	0.00	0.00
(9)	A	Arthur Ditch	300918	Introduction Point (FC)	0.00	0.00	0.00
(11)	B	Larimer & Weld Canal	300919	At Diversion	0.00	0.00	0.00
(9)	B	Larimer & Weld Canal	300919	Bypass*	0.00	0.00	0.00
(11)	B	Proposed Shields Gage	NA	Gage	0.00	0.00	0.00
(11)	B	Lake Canal	300922	At Diversion	0.00	0.00	0.00
(9)	B	Lake Canal	300922	Bypass*	0.00	0.00	0.00
(11)	B	Fort Collins Gage	302900	Gage	0.00	0.00	0.00
(9)	B	Timnath Reservoir Inlet	303775	At Diversion	0.00	0.00	0.00
(11)	B	Timnath Reservoir Inlet	303775	Bypass*	0.00	0.00	0.00
(9)	C	Boxelder Ditch	300926	At Diversion	0.00	0.00	0.00
(11)	C	Boxelder Ditch	300926	Bypass*	0.00	0.00	0.00
(9)	C	FCRID	303774	At Diversion	0.00	0.00	0.00
(11)	C	FCRID	303774	Terminal Point (FC)	0.00	0.00	0.00
(9)	C	Boxelder Creek Gage	301673	Gage	0.00	0.00	0.00
(11)	D	New Cache Gage	302929	Gage	0.00	0.00	0.00
(11)	F	F-Street Return	302320	Introduction Point (GR)	0.00	0.00	0.00
(11)	F	Boyd Freeman	300935	At Diversion	0.00	0.00	0.00
(11)	F	Greeley WWTP Gage	301674	Gage	0.00	0.00	0.00
(11)	F	Ogilvy	300937	At Diversion	0.00	0.00	0.00
(9)	F	Ogilvy	300937	Bypass	0.00	0.00	0.00
Combined Augmentation Water Flows (cont.)					Daily Values (CFS)		
(11)	F	Greeley Gage	301201	Gage	0.00	0.00	0.00
(11)	F	South Platte R. confluence	399034	At Point	0.00	0.00	0.00
(11)	F	South Platte R. confluence	399034	Terminal Point (GR)	0.00	0.00	0.00

Notes:

- (1) Flow Segment for structure location.
- (2) Structure Name.
- (3) WDID for structure.
- (4) Structure/point type.
- (5) Miles from Canyon Mouth Gage.
- (6) Daily flow in cfs.
- (7) Actual Conveyance Loss rate in % per mile provided by DWR/Water Commissioner.
- (8) Yellow-highlighted cells indicate input data.
- (9) Measured bypass if required by the Water Commissioner.

*Infrastructure is not currently in place to bypass Seed Water at the headgate of the structure. In the event bypassing becomes necessary, Applicants must obtain consent from the owner of the structure and bear all reasonable construction costs associated with infrastructure modification, consistent with Paragraph 15.12 of the Decree and C.R.S. § 37-92-102(4.5)(b)(IX).

Exhibit 6
Table 4
Illustrative Accounting
Augmentation Water Calculations
Poudre Flows Plan, Case No. 21CW3056

Notes (cont.):

- (10) Computed Augmentation ("Aug.") Water Flow is computed as follows: (1) measured flow at the Introduction Point, (2) measured flow at an upstream structure reduced for assessed transit losses to the Introduction Point. Computed Aug Water Flow may need to be re-computed at a bypass structure or a streamflow gage located between the Introduction Point and Terminal Point to adjust for Actual Conveyance Losses if required by the Water Commissioner. Computed Aug Water Flow is further limited to the measured bypass when bypass structures are required/used and by the amount diverted/delivered at the Terminal Point. Additional structures may be added to accounting as needed.
- (11) Computed Augmentation Water at diversion/point prior to any bypass or amount used at Terminal Point.

Exhibit 6
Table 5
Illustrative Accounting
Seed Water Information
Poudre Flows Plan, Case No. 21CW3056

Point	Introduction Points				
Provider	Fort Collins			Greeley	
Location Name	New Mercer	Larimer #2	Joint Diversion Structure	Arthur Ditch	F Street Return
Location WDID	300913	300914	300913/300914	300918	302320
Stream Mile	5.83	5.83	5.83	8.45	42.82
Segment	A	A	A	A	F
Change Decree(s)	05CW323	05CW323	05CW323	05CW323	99CW232, 15CW3163
Priority	Original: Apr 1, 1873; Change: Dec 18, 1992	Original: see Decree; Change: Dec 18, 1992	n/a	Original: see Decree; Change: Dec 18, 1992	Original: see Decree; Change: Dec 30, 1999
Comment	New Mercer Shares	Larimer #2 Shares	n/a	Arthur Ditch Shares	GIC Shares
No. of Shares in Plan	[enter]	[enter]	[enter]	[enter]	[enter]
Seed Water Providers' Accounting					
Plan ID	[enter]	[enter]	[enter]	[enter]	[enter]
Worksheet(s)	[enter]	[enter]	[enter]	[enter]	[enter]
Month	Monthly Volumes Used in Plan (Total Acre-Feet)				
Oct	-	-	-	-	-
Nov	-	-	-	-	-
Dec	-	-	-	-	-
Jan	-	-	-	-	-
Feb	-	-	-	-	-
Mar	-	-	-	-	-
Apr	-	-	-	-	-
May	-	-	-	-	-
Jun	-	-	-	-	-
Jul	-	-	-	-	-
Aug	-	-	-	-	-
Sep	-	-	-	-	-
Annual	-	-	-	-	-

Volumetric limits accounted for Seed Water providers' accounting.

Exhibit 6
Table 6
Illustrative Accounting
Priority Calls
Poudre Flows Plan, Case No. 21CW3056

Call Record Information											Segment		Date	Call Location WDID			Call Priority WDID		
Admin Scenario	Date Time Set	Time Released	Water Source	Stream Mile	Call Location WDID	Location Structure Name	Call Priority WDID	Priority Structure Name	Priority Admin No	Priority Date	Location Structure	Priority Structure		1	2	3	1	2	3
													10/1/2025						
													10/2/2025						
													10/3/2025						
													10/4/2025						
													10/5/2025						
													10/6/2025						
													10/7/2025						
													10/8/2025						
													10/9/2025						
													10/10/2025						
													10/11/2025						
													10/12/2025						
													10/13/2025						
													10/14/2025						
													10/15/2025						
													10/16/2025						
													10/17/2025						
													10/18/2025						
													10/19/2025						
													10/20/2025						
													10/21/2025						
													10/22/2025						
													10/23/2025						
													10/24/2025						
													10/25/2025						
													10/26/2025						
													10/27/2025						
													10/28/2025						
													10/29/2025						
													10/30/2025						
													10/31/2025						

Exhibit 6
Table 7
Illustrative Accounting
Daily Streamflow Data
Poudre Flows Plan, Case No. 21CW3056

Poudre River Streamflow Stations (provisional CDSS)

Source: <https://dwr.state.co.us/Tools/Stations>

Name	Canyon Mouth Gage	Fort Collins Gage	Boxelder Creek Gage	New Cache Gage	Greeley WWTP Gage	Greeley Gage
Abbrev.	CLAFTCCO	CLAFORCO	CLABOXCO	CLARIVCO	CLAWASCO	CLAGRECO
Date/WDID	301200	302900	301673	302929	301674	301201
10/1/2025						
10/2/2025						
10/3/2025						
10/4/2025						
10/5/2025						
10/6/2025						
10/7/2025						
10/8/2025						
10/9/2025						
10/10/2025						
10/11/2025						
10/12/2025						
10/13/2025						
10/14/2025						
10/15/2025						
10/16/2025						
10/17/2025						
10/18/2025						
10/19/2025						
10/20/2025						
10/21/2025						
10/22/2025						
10/23/2025						
10/24/2025						
10/25/2025						
10/26/2025						
10/27/2025						
10/28/2025						
10/29/2025						
10/30/2025						
10/31/2025						

Exhibit 6
Table 8
Illustrative Accounting
Daily Data
Poudre Flows Plan, Case No. 21CW3056

Meter readings or daily data recorded from measurements, from which a volume of water can be determined.

<i>Name</i>	<i>Bypass 1</i>	<i>Diversion 1</i>
<i>WDID</i>	<i>03_____</i>	<i>03_____</i>
<i>Abrev.</i>	<i>[]</i>	<i>[]</i>
<i>Type/Source</i>	<i>Datalogger</i>	<i>DWR</i>
<i>Segment</i>	<i>A</i>	<i>A</i>
<i>Date</i>	<i>(cfs)</i>	<i>(cfs)</i>
10/1/2025		
10/2/2025		
10/3/2025		
10/4/2025		
10/5/2025		
10/6/2025		
10/7/2025		
10/8/2025		
10/9/2025		
10/10/2025		
10/11/2025		
10/12/2025		
10/13/2025		
10/14/2025		
10/15/2025		
10/16/2025		
10/17/2025		
10/18/2025		
10/19/2025		
10/20/2025		
10/21/2025		
10/22/2025		
10/23/2025		
10/24/2025		
10/25/2025		
10/26/2025		
10/27/2025		
10/28/2025		
10/29/2025		
10/30/2025		
10/31/2025		

Exhibit 6
Table 9
Illustrative Accounting
Recommended Streamflows to Preserve and Improve Fish Habitat
Poudre Flows Plan, Case No. 21CW3056

Segment	Description	Winter (Nov 1 - Mar 31)		Summer (Apr 1 - Oct 31)		Flags Max Improve Rates		
		Preserve	Improve	Preserve	Improve	Max	W=0,S=1	Segment
A	Canyon Gage to Larimer and Weld Canal Diversion	Up to 80	80 – 150	Up to 114	114 – 260	150	0	A
						260	1	A
B	Larimer and Weld Canal Diversion to Spring Creek Confluence	Up to 80	80 – 150	Up to 114	114 – 260	150	0	B
						260	1	B
C	Spring Creek Confluence to New Cache la Poudre Ditch Diversion	Up to 30	30 – 54	Up to 40	40 – 54	54	0	C
						54	1	C
D	New Cache la Poudre Ditch Diversion to County Road 17 Crossing	Up to 10	10 – 40	Up to 10	10 – 40	40	0	D
						40	1	D
E	County Road 17 Crossing to 59th Avenue Bridge	Up to 15	15 – 30	Up to 15	15 – 30	30	0	E
						30	1	E
F	59th Avenue Bridge to South Platte River Confluence	Up to 15	15 – 30	Up to 15	15 – 30	30	0	F
						30	1	F

Note: Flow rates determined by CPW that are needed to "preserve the natural environment" and the upper limit of flows that will "improve the natural environment."

Source: Flow Quantification Report for the Cache la Poudre River in Larimer and Weld Counties, Prepared by Colorado Parks and Wildlife to Support the Poudre River Flow Augmentation Plan. October 2020.

North Weld County Water District 2026 Budget Memo
To: Board of Directors North Weld County Water District
From: Eric Reckentine GM
October - December 2025

Revenue 2026

Total water usage for North weld County Water District (District) is projected to increase approximately 1 % to 2% annually for the next 5 years from projected 2025 water usage.

- Commercial water usage is projected as flat to the commercial sector surcharge policy calculation for five-year average volumes minus 10 percent usage for the next 5 years.
- Wholesale Water Accounts are projected at an approximate .25% water usage increase annually for the next 5 years from 2025 usages and
- The three towns associated with the Group treatment plant usage volumes are projected as flat perpetually starting in 2030.
- District residential water usage is projected at an approximate 1% to 1.75 % annual water usage increase for the next 5 years from 2025 usages.

The District utilizes accrual accounting financial accounting method. McCollough CPA provides accounting consulting services to the District, and Plant Moran provides state-required third-party annual auditing service to the District.

Total meter sale revenue is budgeted to decrease from approximately \$ 23.1 million in the 2025 budget to \$ 22.8 million in the 2026 budget. The 2025 forecast projects approximately \$ 22.9 million in metered revenues. Water allocation and plant investment surcharges are budgeted at \$ 6 million for 2026 and reduced to \$ 2 million annual for the next year 10 of the forecast. The District is projected to see approximately \$ 2.0 million in total contributions in 2026 which is a reduction of \$ 2 million to the 2025 budget projections. Contributions projections for the next 5 years project sales of 100 meters annually. The 2026 budget projects \$ 2 million in interest and miscellaneous revenues with a total revenue projection of \$ 26.9 million.

- The rate increase projections for all customer classes are at 4% for 2026 and 4% to 5% for the next five years.
 - District Customer Rate will increase by \$0.20 k/gal from \$4.99 k/gal to \$5.19 k/gal
 - Wholesale Rate will increase \$0.15 k/gal from \$3.74 k/gal to \$3.89 k/gal
- Water allocation surcharges are projected at \$6.50/1000 gallons
- Plant investment surcharges are projected at \$4.50/1000 gallons.
- Plant Investment sales are projected at 100 meters sold for 2026 and annually for the following 5 years.
- Cash in Lieu sales are projected at 10 units for the following five years at \$73,500.
- Plant Investment Fee is currently projected at \$21,900 per PI not counting distance fee.
- Revenue from Wholesale Amended Water Service Agreements not Projected
- 2025 Commercial Sector Policies are reflected in the 2026 budget through reduction in water and Pi Surcharges by 2.8 million. No Increase in Plant Investment and Water Allocation fees are projected in 2026. Transition from Surcharge to Water Service Agreement fees is anticipated in

2027 through the 10-year projection with \$2 million in Plant Investment Fees and \$5 million in water allocation applied to escrow accounts annually.

Expenses 2026

Operations Maintenance and Administration 2026 budget is projected at approximately \$ 12.9 million which is approximately \$0.7 million increase from 2025 budget.

- Labor costs are projected to increase approximately 5%, that includes a proposed 4% employee cost of living increase and insurance increases.
- The District anticipates acquiring two replacement fleet vehicles in 2026.
- The Solider Canyon Filter Plant treatment costs rate increase of 5.4 % for 2026, SCWTA final budget memo is attached.
- Lead and Copper Rule Survey projected at \$400,000

Capital improvement project costs for 2026 are projected at approximately \$ 33.9 million compared to 2025 budget of \$ 31.4. million. Forecast for 2025 capital improvement projects is projected at \$12 million to date. The anticipated capital improvement ten-year forecast is approximately \$183 million that includes \$8.5 million in raw water storage acquisition, however, no longer includes approximately \$60 million in water rights acquisition due to the commercial pay-back policy. Water allocation fees are placed in escrow accounts and tracked through billing system; identified in the budget process but not accounted for in the budget revenue or expenses. Cost of money is applied.

The District is forecasted to complete the following capital improvement projects in 2025:

- Weld County Zone 1 from Tank 1 to CR 78, 16-inch distribution pipeline upsizing project design and acquisition – construction start 2026
- Weld County Zone 1 West Transmission from NEWT III to Tank 1c project Bid – Start Construction November - \$1 million
- Tank 1c (6 MG) site acquisition and geotechnical
- Eaton Pipeline Phase III Design and Acquisition with construction start 2026
- The raw water district drought supply acquisition project projected approximately \$6.9 million.
- Repaving Project for Home Office Budgeted at \$200,000
- Woods Lake Drainage Outflow Repair \$100,000
- Pump Station 1 pump, internal piping and electrical VFD repair - \$1 million
- Acquired two replacement fleet vehicles
- Differed Harmony Pump Station – 2027
- Line replacement projects – 0.5 miles of County RD 84 at \$.5 million

Capital Improvement System Projects for 2026:

- Weld County Zone 1 West Transmission Line Design and Tank 1 cost \$21 million total with \$10 million applied in 2026 and includes Tank 1 to CR 78, 16-inch distribution pipeline upsizing project
 - Tank 1C Construction project cost \$7 million starting 2026
- Weld County Zone 1 East Transmission Line Design and Acquisition to Pump Station 6 estimated at \$500,000

- Line replacement projects – Highway 85 and County RD 84 at \$1 million
- Eaton Pipeline Phase III Construction projected cost \$8 million
- Eaton Pipeline Phase IV Acquisition and Design at \$500,000
- Tank 6a and Tank 6b Rehabilitation Project - \$750,000
- Replace 2 Fleet Vehicles, Manager vehicle, replace dump truck
- Replace 2 Servers and 8 Laptops

Capital Improvement Raw Water Projects for 2026

- Raw water district drought supply acquisition project projected at \$11.5 million.
- Water Supply and Storage Company Structures projected cost of \$500,000
- Rip Rap Protection Overland Ponds - \$200,000
- Reservoir Pumping Costs of \$200,000.
- Legal and Engineering cost of approximately \$200,000 Change Case and Oppositions
- Acquire, Design and Construct 3rd WSSC recharge pond \$350,000 2026/2027

Total Revenue for 2026 is budgeted at \$26.9 million. Total expenditure for 2026 is projected at \$49.3 million dollars. Funds available at end of 2026 are projected at \$29.5 million dollars after \$ 2million in depreciation of which \$9.5 million dollars is depreciation reserve fund with an additional \$10 million minimum in operational reserve fund and \$10 million non- discretionary.

Water and System Master Planning, Financial Modeling and Conservation Planning

- Finalize Regional Master Plan **Completed 2025**
- Cost of Service Study Update **Completed in 2023**
 - *Update 2026*
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA **to be completed in 2025.**
 - *Treatment Study Technology and Alternatives to be Completed in 2026*
- Updated Rules and Regulations Manual **Completed 2025**
- 7 Year State Water Efficiency Conservation Plan- **Completed 2025**
- Drought, System Yield and Storage Analysis – **Completed 2022**
 - *Update 2026*
- Acquire New Billing System Software and Implement Transition – 1st Quarter 2027
- August 2023 Guidance Document
 - Revised 2026 SWOT Analysis and Short- and Long-Term Goals

Financial, Regulatory and Policy Summary 2018 to 2024

Financial

From 2018 through 2024, the District received in approximate figures \$120 million dollars in operational revenue, has received \$71.2 million in contributions, obtained debt proceeds in total of \$53.5 million dollars with approximately 6 million in miscellaneous incomes, and has maintained approximately \$10 million dollars in operational and replacement funds for a total revenue of \$254 million dollars (*\$201 million dollars without debt proceeds*),

From 2018 through 2024, the District has acquired approximately 1,480 acre-feet of new water supplies at a cost of approximately \$61 million dollars, averaging \$41,200 per acre-foot and averaging approximately \$9 million annually in water acquisitions investment, constructed approximately \$70 million dollars of system improvements, averaging about \$10 million dollars annually to serve growth and maintain reliable service for a total capital improvement expenditure of \$128 million dollars, has spent \$57 million dollars in operations and maintenance (O&M), or about \$8 million per year, has paid \$24 million in debt service, for total expenditures of approximately \$213 million. Specific projects include:

System Improvements Treatment and Transmission

- Solider Canyon Treatment Plant Expansion from 45 to 60 MGD.
- Soldier Canyon Filter Plant Rating Expansion from 60 to 68 MGD
- North Weld East Larimer County (NEWT) III 5 Mile 42 Inch Transmission Line Permitting, Design and Construction
- Eaton Pipeline 30-inch pipeline Project 2 miles Phase 0
- Eaton Pipeline 30 Inch pipeline Project 2 miles Phase 1
- Eaton Pipeline 30 Inch pipeline Project 2 miles Phase 2

Emergency Interconnection

- Mason Street Interconnect City of Greeley 60-inch to NEWT III.
- Greeley/ NW Harmony Interconnect 24- inch Pipeline
- Horse tooth Operation Project Hansen Pump Back Station.

Replacement, Upgrades and Redundancy

- Pump Station Upgrade Station 1.
- Pump Station Upgrade Station 4.
- Pump Station Upgrade Station 6.
- Town of Nunn Pump Station Upsize and Replacement.
- Pump Station Rebuild Summit View.
- Emergency Generator Backup Power, Nunn PS, PS-1 and Summit View
- Old Eaton Pipeline, 16-inch line replacement and 20-inch upsizing.
- Timnath 36-inch Line Lowering projected
- Line 1 replacement project and 48-inch upsizing.
- Line replacement project Woods Lake
- Wild Wing Irrigation Raw Water Line.
- Tank Rehabilitation Project for Tanks 1A, 5B and 7
- Tank Rehabilitation Program for Tank 4 and Tank 5
- 2nd Master Meters to Severance.
- 2nd Master Meter to Windsor.
- Master Meter City of Greeley
- Emergency Power SCADA System and Server Upgrades.
- Replacement of 14 Fleet Vehicles and Dump truck

Water Rights Acquisition and Adjudication, Storage Acquisitions and Structures

- Purchase Contract for Knox Pit Reservoir Project - Overland Ponds
- Acquisition of Overland Ponds – Cells 4 and 5.

- Acquisition of River Bluffs Reservoir Storage Project.
- District has acquired approximately 1,480 acre-feet of new water supplies
- Development of two Return Flow Structures for WSSC Native Rights.
- Larimer #2 Headgate Construction Project Overland Ponds
- Overland Ponds River Discharge /Release Project
- Four Change Cases WSSC and Jackson Ditch

Regulatory and Government

- Two - 3- year CDPHE Sanitary Survey.
- American Water Infrastructure Act Survey and Emergency Response System Upgrades.
- 2 Mill Levy Ballot Initiatives.
- Completed Two Bond Initiatives – Upgraded our Bond Rating to AA +
- Lead and Copper Rules Revision - System Inventory
- Backflow Cross Connection Manual and Implementation

Policies

The District over the course of 7 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and polices, development review procedures, drought triggers, finance and reserve fund policies, regulatory compliance manual and policies related to back flow and cross connection devices, lead and copper inventories, board of director manual, and plant investment and water dedication policies.

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

- Finance Policies for Reserve and Depreciation Funds.
- Elimination of the Conservation Blue Tap Program.
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication.
- Drought Trigger Policies and Surcharges.
- Elimination of High-Volume Reduced Rate
- Flow Control Program for Commercial Customers.
- Mortarium Policies Temporarily Limiting New Growth - Lifted Allowing Development Review Across the District
- Elimination of the Water Allocation and Plant Investment Reinvestment Program.
- Residential Meter Usage Policy and Surcharge
- Commercial Meter Max Annual Overuse Surcharge Policy
- Under Allocated Commercial User “Pay Back” Policy and Letter of Intent to Resulting Water Service Agreements

Summary

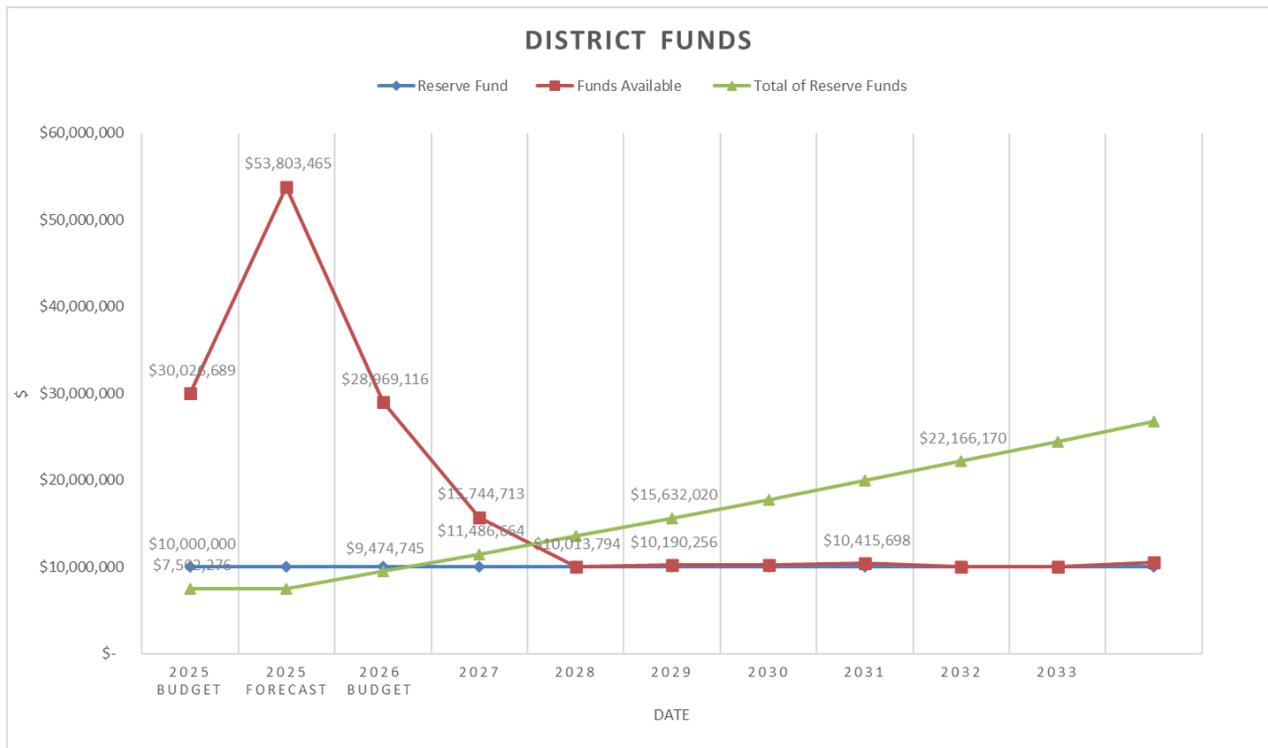
From 2018 through 2025 The District has completed projects and initiated policies that have increased system capacity and water supply surety

- *Treatment capacity at SCWTP has increased from 45 MGD to 68 MGD, increasing District treatment capacity from 16.3 MGD to 26.5 MGD or over 10 MGD Increase.*
- *NEWT III pipeline project has increased system transmission capacity from 18 MGD to 28 MGD or 10 MGD increase gravity flow.*
- *Line 1 - 48-inch replacement project allows safe pressurization of line 1 transmission line increasing system capacity approximately 2 – 3 MGD*
- *Constructed 6 miles of 30-inch water line providing additional capacity to eastern pressure zones*
- *Increased emergency interconnect capacity from approximately 8 MGD to 28 MGD that can be obtained from two treatment plants and transmission systems and constructed emergency bypass capabilities for Horse tooth Reservoir raw water supplies to SCWTP.*
- *The District has acquired approximately 1480-acre feet of new water supply, initiated caps on unconstrained usages, and adjudicated and perfected native water rights that have reduced impacts on supply related to drought or curtailment.*
- *Acquired or have purchase agreement on approximately 1200-acre feet of additional raw water storage to firm native water supply*
- *The 2025 Commercial Sector Pay Back Policy over a ten-year Period through Commercial Sector Water Service Agreements will bring a Projected 1500-acre feet of raw water Supply to the District*
- *Commercial Sector Policies and Revised Wholesale Account Water Service Agreements have Reduced Treatment Plant Max Day Peak Usage from Over 18 MGD to 14 MGD over a Four-year Period.*

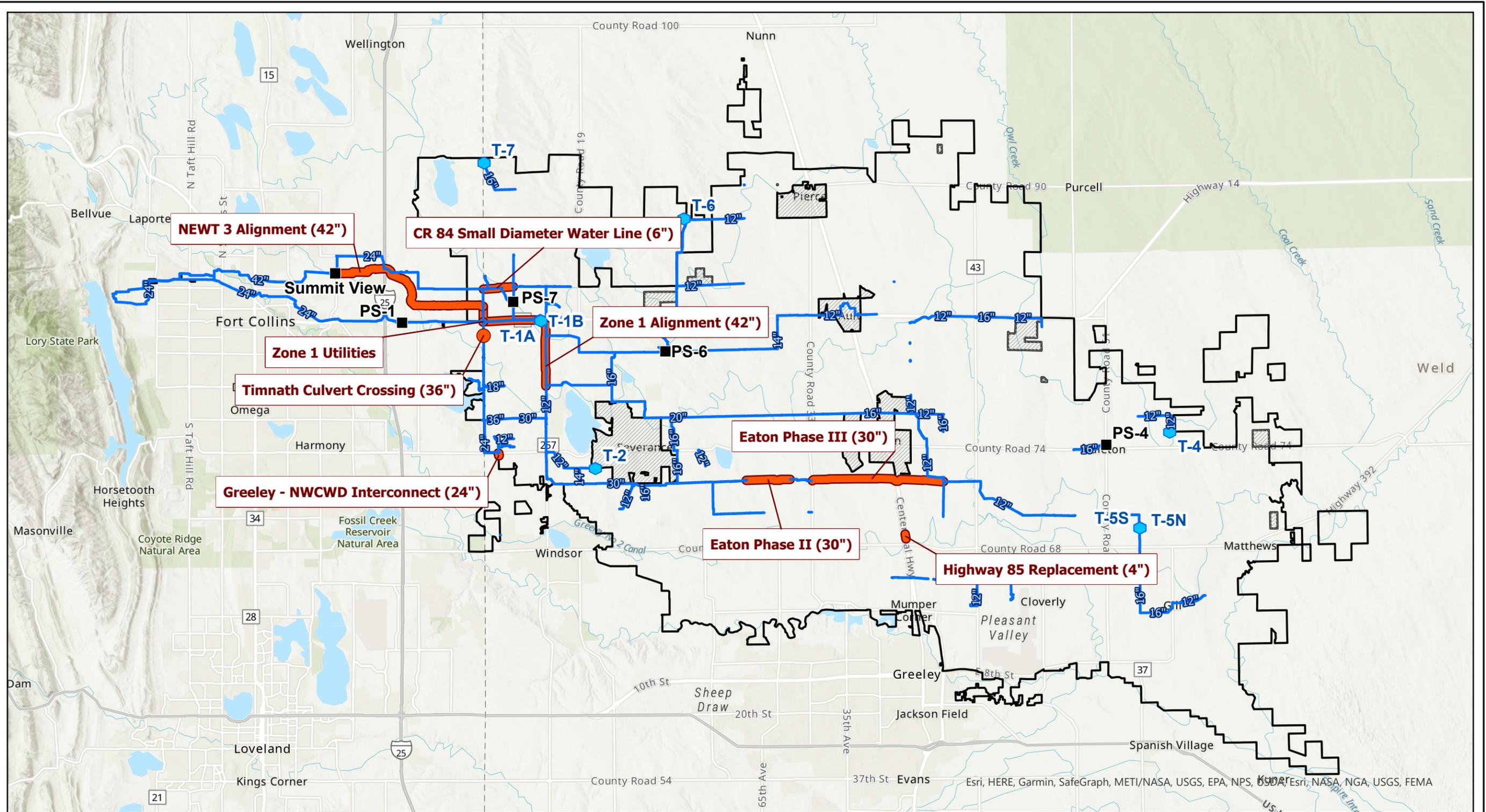
Board Direction:

1. The rate increase projections for all customer classes are at 4% for 2026 and 4% to 5% for the next five years.
 - a. District Customer Rate will increase by \$0.20 k/gal from \$4.99 k/gal to \$5.19 k/gal
 - b. Wholesale Rate will increase \$0.15 k/gal from \$3.74 k/gal to \$3.89 k/gal
2. Water allocation surcharges are projected at \$6.50/1000 gallons
3. Plant investment surcharges are projected at \$4.50/1000 gallons.
4. Distance Fee, Meter Install Fee and WTA Fee to \$500, \$2200 and \$100 respectively

	2025 Budget	2025 Forecast	2026 Budget	Forecast 2027	2028	2029	2030	2031
Revenues								
Total Operating Revenue	\$ 23,072,876	\$ 22,944,573	\$ 22,797,025	\$ 19,702,546	\$ 20,830,802	\$ 21,994,696	\$ 23,248,995	\$ 25,089,139
Debt Proceeds	\$ -	\$ 2,500,000	\$ 2,000,879	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 1,538,390	\$ 132,144	\$ 2,039,157	\$ 2,039,941	\$ 1,540,739	\$ 1,541,554	\$ 1,042,385	\$ 1,043,233
Total Contributions	\$ 4,209,500	\$ 4,178,751	\$ 2,061,125	\$ 4,222,147	\$ 4,236,390	\$ 5,640,918	\$ 5,655,736	\$ 5,670,851
Total Revenues	\$ 28,898,673	\$ 29,755,469	\$ 26,976,773	\$ 26,045,689	\$ 26,690,608	\$ 29,261,498	\$ 30,033,133	\$ 31,890,960
Expenditures								
Administrative	\$ 2,051,907	\$ 2,230,145	\$ 2,472,691	\$ 3,060,747	\$ 2,321,009	\$ 2,374,687	\$ 2,429,657	\$ 2,485,951
Operational	\$ 8,745,739	\$ 8,256,660	\$ 9,034,587	\$ 8,609,939	\$ 8,910,081	\$ 8,683,285	\$ 8,673,473	\$ 8,867,184
Debt Service	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650
Water Enterprise Fund 2020 Bond	\$ 474,838	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350	\$ -	\$ -
Capital Improvements	\$ 31,360,000	\$ 10,548,488	\$ 33,875,000	\$ 21,125,000	\$ 14,675,000	\$ 11,475,000	\$ 12,775,000	\$ 14,175,000
Total Expenditures	\$ 46,579,134	\$ 25,456,780	\$ 49,799,204	\$ 37,217,935	\$ 30,328,328	\$ 26,949,972	\$ 27,824,780	\$ 29,474,785
Earnings	\$ (17,680,461)	\$ 4,298,688	\$ (22,822,431)	\$ (11,172,246)	\$ (3,637,720)	\$ 2,311,526	\$ 2,208,353	\$ 2,416,175
Funds Available (carry over prior to depreciation)	\$ 31,999,158	\$ 55,775,934	\$ 30,981,035	\$ 17,796,870	\$ 12,106,993	\$ 12,325,319	\$ 12,398,609	\$ 12,637,019
Depreciation	\$ 1,972,469	\$ 1,972,469	\$ 2,011,918	\$ 2,052,157	\$ 2,093,200	\$ 2,135,064	\$ 2,177,765	\$ 2,221,320
Funds Available	\$ 30,026,689	\$ 53,803,465	\$ 28,969,116	\$ 15,744,713	\$ 10,013,794	\$ 10,190,256	\$ 10,220,843	\$ 10,415,698
Reserve Fund	\$ 10,000,000							
Fund Available minus Reserve fund	\$ 20,026,689	\$ 43,803,465	\$ 18,969,116	\$ 5,744,713	\$ 13,794	\$ 190,256	\$ 220,843	\$ 415,698
Total of Reserve Funds	\$ 7,502,276	\$ 7,502,276	\$ 9,474,745	\$ 11,486,664	\$ 13,538,820	\$ 15,632,020	\$ 17,767,084	\$ 19,944,849



BREAKDOWN		2026 Budget	2027	2028	2029	2030	2031
Revenue		\$ 26,976,773	\$ 26,045,689	\$ 26,690,608	\$ 29,261,498	\$ 30,033,133	\$ 31,890,960
3100	Operating	\$ 22,797,025	\$ 19,702,546	\$ 20,830,802	\$ 21,994,696	\$ 23,248,995	\$ 25,089,139
3200	Non-Operating	\$ 2,000,879	\$ 2,000,897	\$ 1,500,914	\$ 1,500,933	\$ 1,000,951	\$ 1,000,970
3300	New Service	\$ 2,061,125	\$ 4,222,147	\$ 4,236,390	\$ 5,640,918	\$ 5,655,736	\$ 5,670,851
3400	Aq-Water Income (Non-Op)	\$ 19,321	\$ 19,708	\$ 20,102	\$ 20,504	\$ 20,914	\$ 21,332
3500	Miscellaneous (Non-Op)	\$ 18,957	\$ 19,336	\$ 19,723	\$ 20,117	\$ 20,520	\$ 20,930
3700	Debt Proceeds						
	2009 Bond Revenue (included in operating)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operational Expense		\$ 9,034,587	\$ 8,609,939	\$ 8,910,081	\$ 8,683,285	\$ 8,673,473	\$ 8,867,184
4100	Water	\$ 4,310,459	\$ 3,808,826	\$ 4,430,187	\$ 4,122,771	\$ 4,030,456	\$ 4,139,736
4200	Personnel Operations	\$ 2,064,837	\$ 2,116,295	\$ 2,169,040	\$ 2,223,103	\$ 2,278,518	\$ 2,335,319
4400	Operation & Maintenance	\$ 1,834,682	\$ 1,851,715	\$ 1,869,090	\$ 1,886,812	\$ 1,904,888	\$ 1,923,326
4500	Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4600	Electricity	\$ 192,185	\$ 196,028	\$ 199,949	\$ 203,948	\$ 208,027	\$ 212,188
4700	Communications	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308	\$ 57,434	\$ 58,583
4800	Insurance	\$ 179,365	\$ 182,952	\$ 186,611	\$ 190,344	\$ 194,150	\$ 198,033
4900	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative		\$ 2,472,691	\$ 3,060,747	\$ 2,321,009	\$ 2,374,687	\$ 2,429,657	\$ 2,485,951
5100	Personnel - Administrative	\$ 684,171	\$ 704,696	\$ 725,837	\$ 747,612	\$ 770,041	\$ 793,142
5200	Payroll Taxes	\$ 144,616	\$ 147,508	\$ 150,458	\$ 153,467	\$ 156,537	\$ 159,667
5300	Health Insurance	\$ 75,000	\$ 76,500	\$ 78,030	\$ 79,591	\$ 81,182	\$ 82,806
5400	Office Utilities	\$ 476,291	\$ 317,577	\$ 229,928	\$ 234,527	\$ 239,217	\$ 244,002
5500	Office Expenses	\$ 237,845	\$ 242,602	\$ 247,454	\$ 252,403	\$ 257,451	\$ 262,600
5600	Professional Fees	\$ 854,768	\$ 871,864	\$ 889,301	\$ 907,087	\$ 925,229	\$ 943,733
5900	Miscellaneous	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -
Capital Improvements		\$ 33,875,000	\$ 21,125,000	\$ 14,675,000	\$ 11,475,000	\$ 12,775,000	\$ 14,175,000
6200	Storage Tanks	\$4,650,000.00	\$ 1,000,000.00	\$ 100,000.00	\$ 100,000.00	\$ 8,600,000.00	\$ 2,100,000.00
6300	Pump Stations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6400	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6500	System	\$ 17,000,000	\$ 16,000,000	\$ 13,700,000	\$ 10,700,000	\$ 3,700,000	\$ 11,700,000
6600	Water Rights/Storage	\$ 12,050,000	\$ 850,000	\$ 700,000	\$ 500,000	\$ 300,000	\$ 200,000
6700	Land / Easements	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
6900	Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Issue		\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000	\$ 3,946,650	\$ 3,946,650
7200	Interest / Principle	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650	\$ 3,946,650
7400	Interest Expense Other						
7800	Depreciation						
7900	Amortization						
	Water Enterprise Fund	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350	\$ -	\$ -
Total Expense		\$ 49,799,204	\$ 37,217,935	\$ 30,328,328	\$ 26,949,972	\$ 27,824,780	\$ 29,474,785



EXPLANATION

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

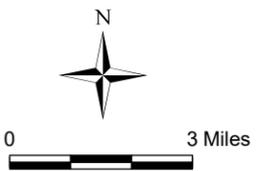


FIGURE 2
CAPITAL IMPROVEMENT PROJECTS
NORTH WELD COUNTY WATER DISTRICT
LUCERNE, COLORADO

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

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SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board of Directors

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

Date: September 11th, 2025

RE: **FINAL** - 2026 Budget for the Soldier Canyon Water Treatment Authority

The intent of this memo is to present the DRAFT Operational & Maintenance (O&M) and Renewal & Replacement (R&R) budgets for the Soldier Canyon Water Treatment Authority (SCWTA) for the fiscal year 2026. In addition to treatment plant expenses, the SCWTA budget includes funding for the Authority/Tri-District’s Water Resources personnel. The fiscal year for the SCWTA budget is January 1 through December 31.

Table 1 – Historic and projected water usage (MG)

<u>District</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Actual</u>	<u>2025 Projected</u> *	<u>2026 Projected</u> **	<u>Assumed 2026 increase/(decrease) over 2024</u>
East Larimer County	1,539	1,302	1,450	1,392	1,479	2%
Fort Collins Loveland	3,335	2,605	3,279	3,147	3,288	0.3%
North Weld County	3,508	3,217	3,387	3,251	3,576	5.6%
Tri-Districts Totals	8,382	7,124	8,117	7,790	8,343	2.8%

*Assumed to be 4 % less than 2024 actual.

**MG projected increases from Table 5 in Soldier Canyon Master Plan District Demand Evaluation Memo – 04/28/25 by HDR – increases added to 2024 actual.

The following documents are included to provide details for the 2025 Budget.

- A. **2026 Budget** – The budget summarizes the proposed revenues, expenditures, and reserve account fund projections. It also summarizes the funding responsibility for each District.
- B. **Operations & Maintenance (O&M) Summary** – The attached worksheet lists the major categories in the O&M Budget. The O&M summary is divided into six major categories.
 - a. Personnel Services

- b. Professional Services
 - c. Utilities
 - d. Contractual Services
 - e. Commodities
 - f. Repair and Maintenance
- C. **O&M Expense Detail Worksheet** – The attached worksheet provides additional detail about planned O&M Expenses for 2026.
- D. **Renewal & Replacement Fund Summary** – This worksheet lists the upcoming R&R Fund projects planned for 2026.

General Review of 2024 and 2025 to date.

Treated Water Production

The annual plant production and peak daily production values for 2024 were 8,117 million gallons, and 44.8 MGD respectively. To date in 2025, the peak daily plant production was 40.1 million gallons, recorded on 7/9/2025.

Water Quality

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

Water Quality / Regulatory / Watershed

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

Completed or In Progress R&R Projects:

- Projects that were completed since 2022.
 - Filters 5-8 Rehabilitation and Backup Generator.
 - Filter Wall crack repairs
 - Parking lot repairs and sealing and striping.
 - Office and Control Room upgrades.
 - New Business side and SCADA side computer servers and cybersecurity upgrades.
 - PLC 9 (Filter 5-8) Upgrade.
 - New PLC for the PVP Intake.
 - Decant Pond 2 caulking.
 - PVP Sed Basin New liner.
 - New North Sed Basin drain/fill valve.
 - Drying Bed concrete ramps.
 - Clearwell Tanks concrete entrance pads
 - Filter 1-4 Gallery wall repair.
 - Connexion fiber broadband to the Plant.

- PLC 11 Upgrade.
 - PLC 54 Upgrade.
 - SCADA iFix upgrade.
 - WIMS Database Software upgrade.
 - New Soda Ash Backup Pump.
 - New Backwash Tank Stairs.
 - Recoat Backwash Tanks 1 and 2.
 - Demolition of Abandoned Interconnect Building.
 - Repair South Sed Basin Influent Gate.
 - Yard and HT valve repairs/replacements.
 - New guardrails.
 - Emergency Mobile Generator.
 - HT Line - 36-inch valve replacement.
 - Process piping repair.
 - Storage tanks - grading and drainage improvements.
- In Progress:
 - Chlorine Dioxide system upgrades.
 - Chlorinator upgrades.
 - New FCLWD meter/replace NCWCD meter and build new combined vault.
 - New POE plumbing at CCT.
 - Replace South Plant Motor Control Center.

2026 Proposed Budget

Operations & Maintenance Budget

The proposed O&M budget for 2026 is \$6,816,781. This is an increase of 3.8% from the 2025 O&M budget.

Details of expense categories, proposed 2026 costs, and 2026 over 2025 budget % changes are listed below.

1. Personnel Services (\$3,852,089) – 6.7% increase.
An assumed wage increase of 3% is included in the 2026 budget. Increases are primarily due to health Insurance (15%), wage, and PERA contribution increases.
2. Professional Services (\$70,000) – 4.5 % increase.
Increase in legal and services.
3. Utilities (\$175,285) – 2.4 % increase.
Increase due to higher electricity and natural gas costs.
4. Contractual Services (\$570,839) – 1.3% decrease.
Cost savings with new SCADA Engineer to replace outside contractor.
5. Commodities \$1,492,063) – 5.6% increase.

Increased cost of water treatment chemicals.

6. Facilities Repair and Maintenance (\$670,792) – 9.6% decrease.

Decrease due to project selection. Proposed projects for 2026 include:

- HT Line - 42" Pipe Assessment
- HT Line - 36" Pipe Assessment
- SCADA Controls Improvements - New PLC equipment
- PVP Screen Rebuild
- Paint Pipes - Annual Program
- Paint Plant Interior Walls – Annual Program
- Reline Fiberglass tanks - Annual Program
- New Lawn Mower
- New Club Car

Renewal and Replacement (R&R) Fund Budget

The proposed R&R Fund budget for 2026 is \$2,000,000. This is a 0% change from the 2025 R&R budget. Proposed 2026 R&R projects are listed below:

1. Storage Tank 3- Recoat - \$1,000,000.
Build up funds with 50% of project cost - Construction in 2027/28.
2. New HVAC in South Train floc/sed area - \$1,000,000.
Build up funds with 80% of project cost - Construction in 2027/28.

Capital Plant Expansion Fund

The proposed Capital Expansion Fund budget for 2026 is \$500,000. This includes hydraulic modeling, and a 1-year pilot testing program should Submerged Ceramic Membranes be the chosen Master Plan option. This Budget has previously been \$0 annually for 2022 through 2025.

Table 2 – Summary of proposed 2026 District costs

	<u>East Larimer County</u>	<u>Fort Collins Loveland</u>	<u>North Weld County</u>
Fixed O&M	\$1,222,874	\$2,053,990	\$2,071,372
Variable O&M	\$262,868	\$584,389	\$635,576
Renewal and Replacement	\$457,300	\$768,100	\$774,600
Capital Plant Expansion Fund*	\$114,325	\$192,025	\$193,650
Total	\$2,057,367	\$3,598,504	\$3,675,198
Increase / (Decrease) from 2025 O&M Budget	4.1%	(0.2%)	5.4%

* New cost for 2026.

Honey Creek Resources, Inc.

DRAFT MEMORANDUM

TO: ERIC RECKENTINE, NWCWD
FROM: GEORGE OAMEK
DATE: OCTOBER 6, 2025
SUBJECT: WATER ALLOCATION SURCHARGE UPDATE

Water Allocation and Plant Investment Surcharges

District customers have an expected maximum level of water utilization, termed their allocation, which is defined either by their customer class or individually. For instance, full tap, $\frac{3}{4}$ tap, and $\frac{1}{2}$ tap residential customers are expected to use no more than 0.70 acre-feet, 0.525 acre-feet, or 0.35 acre-feet of water, respectively, over the course of a year. Usage in excess of these limits results in a surcharge for each increment over these limits, measured in 1,000 gallons. Also, commercial customers, such as dairies, have an expected level of water and system capacity usage, measured in full tap equivalents, which are specified based on the new customers' expected usage. However, this memorandum primarily focuses upon the water allocation surcharge.

The water allocation surcharge has received substantial attention due to chronic usage beyond water and PI allocations by growing dairies and, to a lesser degree, residential customers with extensive landscapes. These surcharges, expressed in dollars per 1,000 gallons, are added to the existing water charge when the customer exceeds their annual water and/or PI allocations.

Water Allocation Surcharge Recent History

Prior to 2021, the water allocation surcharge has been \$2.00 per 1,000 gallons. When and how this level was determined is unknown but was likely based on annualized value of C-BT units from approximately 15 to 20 years ago. Continued water usage exceeding allocations by the rapidly growing dairy industry has provided evidence that the surcharges were too low to provide incentives to reduce water usage or increase their purchase of allocations. At \$2.00, the water surcharge appeared to have the opposite impact.

In 2021, the District revised the water allocation surcharge. Using a cost-based method, a revised surcharge was proposed based on the market value of C-BT units at the time, approximately \$60,000, or about \$86,000 per acre-foot. This translated to over \$18.51/1,000 gallons when expressed on an annual basis.¹

The Board determined that this surcharge would apply to new dairies to the system but did not apply this level of surcharge on a system-wide basis at this time because such an increase was considered

¹ The cost was amortized over 20 years at a 3.5 percent rate of interest, assumed to represent typical financing terms at the time.

untenable. However, recognizing that something had to be done to reduce the excess usage problem, the Board decided to approach the surcharge increase in three stages, with the first stage being \$6.00/1,000 gallons. This staged approach was approved and the current water allocation surcharge is still near the first stage, or about \$6.50/1,000 gallons. *The overall success of the increase in surcharge in reducing excessive water usage remains uncertain.*

In early 2023, water surcharge calculations were updated with more recent C-BT market sales, which resulted in a proposed baseline surcharge of \$22.52/1,000 gallons of over usage.² It is important to appreciate that a surcharge of \$22.52/1,000 gallons (or \$18.51/1,000) is highly defensible in the sense that it accurately reflects the District's cost to acquire additional water to cover the overage without jeopardizing system reliability. However, the Board's view that increasing the surcharge to this level may result in unacceptable impacts for the regional dairy industry is also appreciated. However, if not \$22.52/1,000 gallons, where this surcharge should lie within the range of \$6.50 and \$22.52/1,000 gallons is unknown and will likely require additional stages of adjustment as originally proposed.

Basis for Changing the Baseline Surcharge

The baseline surcharge is the annual equivalent value of the price of a C-BT unit, determined by amortizing its cost per unit over a period of 20 years at 3.5 percent interest. In 2021, when the \$18.51/1,000 gallon baseline surcharge was calculated, C-BT units were trading near \$60,000 per unit. The 2023 value of a C-BT was higher, about \$73,000, resulting in the above \$22.52/1,000 gallons, but this price appears to have been the high point.

The most recent publicized sales of C-BT units were in the low to mid-\$50,000 range, with reduction attributed to a slowing housing market. At \$52,000 per unit, or \$74,300 per acre-foot, the annual equivalent cost is \$16.04/1,000 gallons.

This reduction in cost of a C-BT could be the basis for reducing the baseline water allocation surcharge to \$16.04. However:

- Since only a fraction of the calculated surcharge is applied, possibly additional focus is needed on the rate of increase of its application rather than on its ultimate level. Therefore, for the purpose of modifying the water allocation surcharge, it does not appear revising it downward in response to C-BT price reductions is urgent.
- Unrelated to this analysis, the District's current cash-in-lieu (CIL) requirement for water supply is based on a C-BT price of \$73,500 per unit rather than a current value near \$52,000, possibly justifying a downward revision.

Plant Investment Surcharge

In the previously cited March 2023 memorandum to the District Manager, it was suggested that the Plant Investment (PI) surcharge be calculated using the same rationale as the water allocation surcharge. The PI surcharge should be based on the annualized value of the Plant Investment fee, expressed on a dollar per 1,000-gallon basis. Current PI fees are \$21,900 per customer.

² Draft memo from Honey Creek Resources, Inc. to Eric Reckentine, March 3, 2023.

This amortization translates to a surcharge of \$6.75/1,000 gallons. This 6.75/1,000-gallon calculation is assumed to be the baseline PI surcharge needed to make the District “whole” financially. It would change over time in proportion to the PI fee. The current fee is \$4.50/1,000 gallons.

- 7. North Weld County Water District Preliminary 2026 Budget**
 - d. District 2026 Position, SWOT Analysis and Guidance Memo (enclosures, privileged and confidential separate cover)**

- 8. Action: Consider Approval of Water Rights Acquisition (enclosures, privileged and confidential separate cover)**
 - a. 1 Share Water Supply and Storage**
 - b. 120 Units C-BT**

- 9. Action: Larimer & Weld #8 Ditch Newt III Crossing and Woods Lake Eaton Pipeline Crossing Repairs (enclosures, privileged and confidential separate cover)**

- 10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4) (b)&(e), C.R.S. related to District 2026 Guidance Document Strategy Memo, Water Rights Acquisition and Ditch Repairs**