

SOLDIER CANYON WATER TREATMENT AUTHORITY
Monthly Meeting Agenda
4424 Laporte Avenue
Fort Collins, CO 80521

Thursday July 13, 2023

Mission – The Authority delivers the highest quality treated water to its customers with financial responsibility, and following policies established by the Board in a professional, efficient, and ethical manner.

1. Call to Order 10:00 AM
2. Meeting Minutes for June 8, 2023 - **Action Item – Approve Minutes** - “Motion to approve the minutes from the meeting on June 8th, 2023”.
3. Financial Update – Brenda Griffith, **Action Item - Approve Financial Report** - “Motion to approve the SCWTA May 2023 Financial Report”.
4. Manager’s Update – Mark Kempton.
5. Approval of Work Order under existing Professional Services Agreement (PSA) with Stantec for “Soldier Canyon Filter Plant Re-Rating” project. – Mark Kempton. **Action Item - Approve Work Order** - “Motion to approve the Work Order with Stantec for the Soldier Canyon Filter Plant Re-Rating project”.
6. Other Business
 - a. Follow up on Authority Creation Agreement amendment for PVP Sed Basin and Screen.
 - b. 2023 SDA Conference (Sept 12-14, 2023) – Conflicts with September 14th Authority Board Meeting.
 - c. Schedule annual Tri-Districts Meeting/Dinner.

The next scheduled Authority Board Meeting is August 10, 2023, at 10:00 a.m.

Soldier Canyon Water Treatment Authority
Board Meeting
June 8, 2023

Present at the meeting:

Board Chairman, Eric Reckentine, NWCWD Manager
Board Vice Chairman, Chris Pletcher, FCLWD Manager
Board Treasurer, Mike Scheid, ELCO Manager
Board Director, Jim Borland, FCLWD Director
Board Director, Rod Rice, ELCO Director
Board Director, Scott Cockroft, NWCWD Director
Jodi Dobson, CPA, Baker Tilly
Jessica Gonifas, CPA Silver Peaks Accounting
Mark Kempton, SCWTA Manager
Jacob Stephani, SCWTA O & M Superintendent
Brenda Griffith, SCWTA Office Administrator
Richard Raines, SCWTA Water Resources Manager

The meeting was called to order at 10:15 a.m. by Board Chairman Eric Reckentine.

Business Conducted

1. Minutes from May 11, 2023, Soldier Canyon Water Authority Board Meetings

Minutes from the May 11, 2023, meeting were presented. Chris Pletcher made a motion to approve the minutes. Rod Rice seconded the motion. The motion was unanimously approved.

2. Financial Update

Brenda Griffith presented and reviewed with the Authority Board monthly billing records, a review of the April 2023 O&M expenses and the financial dashboard. Chris Pletcher made a motion to approve the financial reports. Jim Borland seconded the motion. The motion was unanimously approved.

3. Managers Update

Jacob Stephani updated the Board on plant flows and water quality, operations, and maintenance, PVP and River flows, and projects going on in the plant and at the PVP.

4. 2022 Financial Audit Results – Baker Tilly – Jodi Dobson

Jodi Dobson presented the board with the 2022 audit. She explained that the audit went smoothly, and they did not have any findings or concerns. Mike Scheid made a motion to approve the audit as presented. Rod Rice seconded the motion. The motion was unanimously approved.

5. Review of proposed Authority Creation Agreement additions to include new physical facilities – Mark Kempton – Include new 42” HT Pipeline, PVP Sedimentation Basin and Screen, PVP Pipeline

Mark Kempton shared updated tables detailing existing and proposed percent ownerships in the Pleasant Valley Pipeline and the Horsetooth Line. These percent ownerships are part of a proposed future amendment to the Authority Creation Agreement to include ownership of the PVP Sed Basin and Screen. The Districts have agreed to the percentages in Table 2 for the proposed capacity in the PVP Sed Basin. Mark will work on amending the Creation Agreement and finalizing the IGA and getting payment to the City for the Sed Basin.

6. Other Business

There was no other business.

7. Adjournment

Mike Scheid made a motion to adjourn the meeting. Scott Cockroft seconded the motion. The motion was unanimously approved, and the meeting was adjourned at 11:00 a.m.

Respectfully submitted,

Mark Kempton – Board Secretary, Soldier Canyon Water Treatment Authority

Approved by Authority Board

Eric Reckentine - Board Chairman, Soldier Canyon Water Treatment Authority

Soldier Canyon Water Treatment Authority
Custom Transaction Detail Report

June 2023

Date	Num	Name	Memo	Amount
Jun 23				
06/01/2023		Auto pæ Silver Peaks Accounting	June A/P - Monthly Fee	-1,000.00
06/08/2023	6067	4Rivers Equipment	May A/P - Tractor parts	-190.00
06/08/2023	6068	A.R.C. Incorporated	May A/P - Cleaning Services	-300.00
06/08/2023		Auto pæ American Heritage Life Ins. Co.	May A/P - Voluntary Ins.	-210.65
06/08/2023	6070	Anfeald LLC	May A/P - Fit Tests	-398.00
06/08/2023	6071	AWWA	May A/P - Membership Renewal	-233.00
06/08/2023	6072	Batteries Plus	May A/P - Batteries	-316.89
06/08/2023	6073	Brenntag Pacific, Inc.	May A/P - Chlorite	-15,295.10
06/08/2023	6074	Capital Business Systems	May A/P - Lab Copier, shop printer	-28.61
06/08/2023	6075	CEBT	May A/P - June Ins.	-24,467.07
06/08/2023	6076	CenturyLink2	May A/P - Phones	-66.03
06/08/2023	6077	Chemtrade Chemicals US LLC	May A/P - Alum	-6,810.08
06/08/2023	6078	Continental Supply	May A/P - shop supplies	-234.71
06/08/2023	6079	DPC Industries, Inc.	Chlorine	-17,147.20
06/08/2023	6080	Evoqua Water Technologies	Rotameter Set	-3,877.68
06/08/2023	6081	FEDEX	Shipping	-58.34
06/08/2023	6082	Graybar Electric Company Inc	Pumphouse VFD Replacement	-5,287.54
06/08/2023	6083	Greystone Technology	May A/P - IT Mgmt.	-2,605.00
06/08/2023	6084	Harcros Chemicals Inc	Fluoride & Soda Ash	-55,100.64
06/08/2023	6085	HDR Engineering, Inc.	May A/P - 20 Year Master Plan	-9,185.00
06/08/2023		Pd onlii Home Depot	May A/P - maint. supplies	-625.18
06/08/2023	6086	Interstate Battery of the Rockies	MaY A/P - Maint. Sup.	-29.95
06/08/2023	6087	Jax Inc. Mercantile Company	May A/P - Maint. Sup.	-761.05
06/08/2023	6088	Larimer County Solid Waste Mgmt	May A/P - Plant clean up	-111.10
06/08/2023	6089	McMaster-Carr	May A/P - Maint. Sup.	-229.50
06/08/2023	6090	Municipal Treatment Equipment, Inc.	May A/P - Evoqua kit	-1,720.24
06/08/2023	6091	New Pig Corp.	May A/P - Maint. sup.	-352.23
06/08/2023	6092	ODP Business Solutions	Office Sup.	-208.56
06/08/2023	6093	ONEPOINTSINC	May A/P - Phones	-220.55
06/08/2023		Pd onlii Phillips 66 CO/SYNCB	May - Fuel	-89.01

**Soldier Canyon Water Treatment Authority
Custom Transaction Detail Report**

June 2023

Date	Num	Name	Memo	Amount
06/08/2023	6094	Poudre Valley COOP	Fuel, Auto Sup., Maint. Sup.	-1,104.55
06/08/2023	6095	Sam's Club	May A/P - Misc Admin/Ops Sup.	-60.43
06/08/2023	6096	SGS North America, Inc.	Samples	-311.93
06/08/2023	6097	Shell	May A/P - Fuel	-373.88
06/08/2023	6098	The Sherwin Williams CO	May A/P - Paint/Supplies	-1,763.16
06/08/2023	6099	US Bank	May A/P - Copier Lease	-538.25
06/08/2023	6100	USALCO	Coagulants	-52,987.60
06/08/2023	6101	Verizon Wireless	May A/P - Cell phones	-456.52
06/08/2023	6102	VWR International, Inc.	Samples	-694.76
06/08/2023	Auto p	Waste Management of No. Colo	May A/P - Trash/Recycling	-644.71
06/08/2023	Pd onli	Xcel Energy	May A/P - Electric & Gas	-4,037.04
06/08/2023	6103	Grainger	Maint. Sup.	-2,445.89
06/08/2023	6104	Blue Earth Solutions, LLC	May A/P - Permit & Regulatory Compliance Support	-3,772.48
06/08/2023	6105	Crow Creek Construction LLC	May A/P - Overland Ponds	-7,491.06
06/08/2023	6106	Ditesco	May A/P - Overland Ponds Projects	-609.41
06/08/2023	6107	Lyons Gaddis Attorneys & Counselors	May A/P - General	-252.00
06/08/2023	6108	Harcros Chemicals Inc	May A/P - Soda Ash	-10,547.76
06/08/2023	pd onli	Baker Tilly US, LLP	May A/P - 2022 Audit	-1,397.95
06/12/2023	6109	Airgas	May A/P - Breathing Air	-65.84
06/12/2023	6110	Greystone Technology	May A/P - Cloud Services	-466.10
06/12/2023	6111	Metal Distributors, LLC	May - Maint. Sup.	-13.80
06/12/2023	6112	Setzer & Vander Wall, P.C.	May A/P - Legal Fees	-949.00
06/13/2023	6113	First National Bank	May A/P - Education, Off. Sup., Maint.	-3,381.59
06/13/2023	6114	First National Bank Omaha	May A/P - Auto, Maint. Sup	-119.77
06/13/2023	6115	First National Bank	May A/P - Education, Off. Sup., Maint., uniforms	-2,452.62
06/13/2023	6116	HDR Engineering, Inc.	May A/P - 20 Year Master Plan	-20,410.84
06/13/2023	6117	Logical Systems, LLC	R & R - PVP Controls, Filters 5 - 8 PLC	-11,713.55
06/20/2023	Auto p	BASIC Benefits	HRA Accts. Monthly fee	-50.00
06/26/2023	6123	Larimer Clerk/Recorder	License Plate renewal 2003 Chevy	-0.22
06/26/2023	Pd onli	Xcel Energy	May A/P - Electric & Gas	-5,632.08
Jun 23				<u>-281,903.70</u>

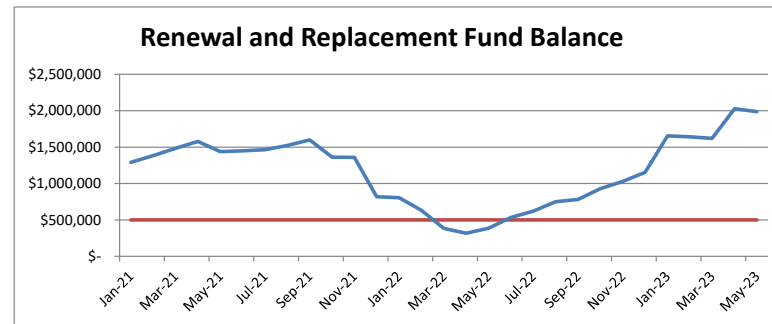
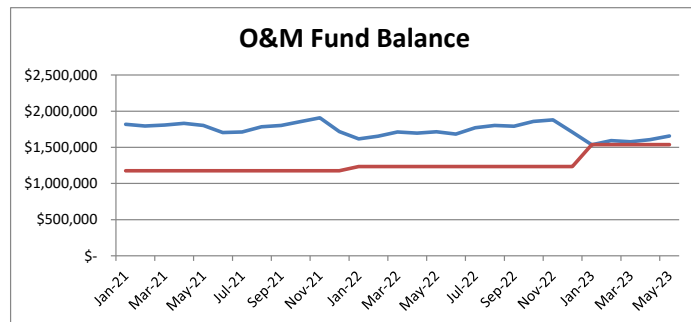
Soldier Canyon Water Treatment Authority
Custom Transaction Detail Report

June 2023

Date	Num	Name	Memo	Amount
		Plant expenses that aren't normal monthly expenses		
		Chemicals		
		Renewal & Replacement		
		Water Resources		

	Months												YTD Total	Budget	% To Budget
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23			
Revenue Total	968,282	463,025	464,463	971,141	503,442	-	-	-	-	-	-	-	3,370,353	8,154,204	41.33%
<i>Fixed O&M Revenue Total</i>	400,936	400,936	400,936	400,936	400,936								2,004,680	4,811,235	41.67%
<i>Variable O&M Revenue Total</i>	61,794	55,287	58,635	64,235	97,279								337,230	1,338,719	25.19%
<i>Renewal and Replacement Revenue Total</i>	500,999	-	-	500,999	-								1,001,998	2,004,000	50.00%
<i>Misc./Interest Income</i>	4,553.00	6,802.00	4,892.27	4,971	5,227								26,445	250	105.7811
Expenses Total	676,279	418,830	501,775	533,725	494,157	-	-	-	-	-	-	-	2,624,766	7,850,549	33.43%
<i>Fixed O&M Expenses</i>	556,678	379,324	384,955	366,799	285,290								1,973,046	4,811,235	41.01%
<i>Variable O&M Expenses</i>	119,601	25,161	95,753	74,094	167,558								482,167	1,035,314	46.57%
<i>Energy Expenses</i>	17,248	17,447	14,084	10,321	9,669								68,769	105,969	64.90%
<i>Chemical Expenses</i>	102,353	7,714	81,669	63,773	157,888								413,397	1,232,750	33.53%
<i>Renewal and Replacement Expenses</i>	-	14,345	21,067	92,832	41,309								169,553	2,004,000	8.46%

Reserves



Emergency Reserve Fund Balance end of May
 Minimum Emergency Reserve Target
 +/- Target

1,657,326
1,537,489
119,837

1,985,892
500,000
1,485,892

Soldier Canyon Water Treatment Authority

Soldier Canyon Water Treatment Authority Board Meeting – Plant Manager’s Update

Thursday, July 13, 2023

- HDR has completed Phase 1 – “Data Collection and Review and District Interviews” of the Master Plan. Meeting this week to summarize the results. Phase 2 scoping is ongoing.
- Contracting and cost estimating for Backup Generator and Filters 5-8 almost complete – will be brought to the Board in August for approval.
- Working with LSI Logic on scoping for continued PLC upgrades as well as Filter Automation.
- Stantec scoping for Plant rerating and testing for CDPHE approval.
- 40% reduction in historic water demands for June 2023 due to cool, wet weather.
- Successful treatment of 50/50 blend of Poudre/Horsetooth water for the last month. Staff continue to learn and document how to successfully treat more Poudre water.
- June 28, 2023 – Coordinated with Water Resources staff to successfully treat 20 MGD of Poudre water for over 24 hours to convert a conditional water right to a permanent right.
- Fort Collin WTP – Official response - no more plant capacity for sale.
- Supervisors are attending a 2-day AWWA Leadership Academy training next week at Fort Collins WTP.
- Re-implementing bi-annual Performance Reviews for Plant staff.

SOLDIER CANYON FILTER PLANT

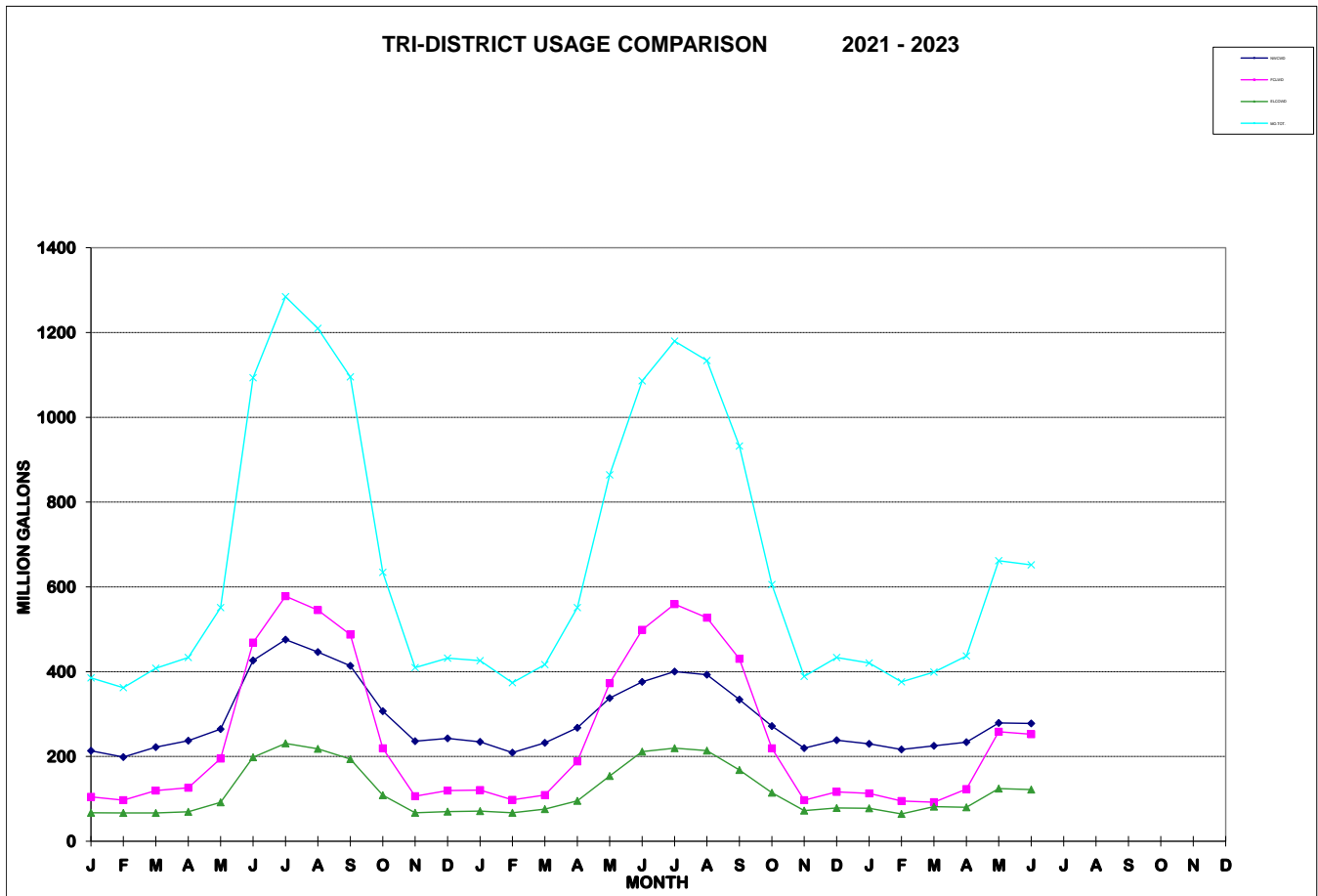
3 YEAR COMPARITIVE USAGE

TRI-DISTRICTS

2021 - 2023

[3yruse2003.xls]

MONTH	NWCWD			FCLWD			ELCOWD			MO. TOTAL		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
JAN.	213.232	234.429	229.737	104.782	120.573	113.018	67.179	71.023	77.609	385.193	426.025	420.364
FEB.	198.610	209.077	216.632	96.767	97.666	95.005	66.857	67.231	64.464	362.234	373.974	376.101
MAR.	221.902	232.206	225.289	119.593	108.830	92.041	66.593	75.633	81.548	408.088	416.669	398.878
APR.	237.188	267.526	233.848	126.389	188.202	122.963	69.689	95.364	80.160	433.266	551.092	436.971
MAY	264.431	337.491	278.952	195.029	372.881	258.403	91.809	153.949	124.410	551.269	864.321	661.765
JUN.	426.419	375.998	277.756	468.780	498.690	252.339	198.058	211.301	121.959	1093.257	1085.989	652.054
JUL.	475.675	400.401		577.994	559.459		230.767	219.816		1284.436	1179.676	0.000
AUG.	446.326	392.969		545.214	527.105		218.222	213.667		1209.762	1133.741	0.000
SEP.	414.085	334.021		487.309	430.478		193.749	167.893		1095.143	932.392	0.000
OCT.	306.612	271.670		219.058	219.380		108.798	114.438		634.468	605.488	0.000
NOV.	236.168	219.703		106.260	96.875		67.336	72.121		409.764	388.699	0.000
DEC.	242.592	238.439		119.446	116.273		69.906	78.550		431.944	433.262	0.000
YR.TOT	3683.240	3513.930	1462.214	3166.621	3336.412	933.769	1448.963	1540.986	550.150	8298.824	8391.328	2946.133



SOLDIER CANYON WATER TREATMENT AUTHORITY

WORK ORDER (EXHIBIT A)

Work Order No. 382061-GEN

Effective Date: July 13, 2023

End Date: July 31, 2024

Stantec Consulting Services, Inc. (Stantec) (Consultant) agrees to provide to Soldier Canyon Water Treatment Authority (Client), the professional services described for the Project identified below. The professional services shall be performed in accordance with, and shall be subject to, the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 13th of October, 2022. The work shall be performed in accordance with the provided schedule.

WORK ORDER PROJECT NAME: Soldier Canyon Filter Plant Re-Rating

WORK ORDER PROJECT DESCRIPTION: Plant testing and coordination with CDPHE to re-rate the Soldier Canyon Filter Plant up to at least 65 MGD.

SCWTA WORK ORDER BILLING NUMBER: 382061-GEN

CONSULTANT CONTACT : Stephanie Elliot, (303)291-2173, Stephanie.Elliott@stantec.com

CLIENT CONTACT: Mark Kempton, P.E., CWP - (970) 482-3143, mkempton@soldiercanyon.com

SCOPE OF WORK & SCHEDULE: See attached SOW & Schedule (the "**Work**").

FEE ARRANGEMENT: Time and Materials Not to Exceed \$60,155.

SPECIAL TERMS AND CONDITIONS: Instructions for Payment: Please reference Work Order Billing Number on Invoice when submitting for payment. Please submit requests for payment to: Invoices@soldiercanyon.com.

APPROPRIATION : Client represents that it has available and has appropriated sufficient funds to pay the anticipated costs associated with this Work Order.

Soldier Canyon Water Treatment Authority
(Client)

Stantec
(Consultant)

By: _____
Eric Reckentine
Authority Chairman

By: _____
Name:
Title:

Date: July 13, 2023

Date: _____

Address: 4424 LaPorte Avenue
Fort Collins, Colorado 80521
Phone: (970) 482-3143

Address: 410 17th Street, Suite 1400
Denver, CO 80202
Phone: (303) 295-1717

July 7, 2023

Attention: Mark Kempton

Soldier Canyon Water Treatment Authority
4424 LaPorte Ave.
Fort Collins, CO 80521

Dear Mr. Kempton

Reference: Soldier Canyon Filter Plant Re-Rating

As requested, Stantec is pleased to submit the following Letter Proposal to provide engineering services to the Solider Canyon Water Treatment Authority (Authority) for the above referenced project.

We appreciate the opportunity to continue to work with the Authority. Should you have any questions or need additional information, please do not hesitate to contact me.

Regards,

Stantec Consulting Services Inc.

Stephanie Elliott

Stephanie Elliott PE, PMP, Env SP
Senior Associate
Phone: 303.291.2173
Stephanie.elliott@stantec.com

Attachment: Scope of Services Proposal

ENGINEERING SERVICES

FOR SOLDIER CANYON FILTER PLANT 67 MGD RE-RATING

SCOPE OF WORK

General: This Scope of Work describes the services to be provided under the DESIGN SERVICES AGREEMENT for the Soldier Canyon Filter Plant Re-Rating Project between the Soldier Canyon Water Treatment Authority (AUTHORITY) and Stantec Consulting Services, Inc. (ENGINEER). ENGINEER shall mean "Stantec Consulting Services, Inc., its Parent company and its affiliates and subsidiaries."

The scope is divided into Hourly Rate tasks and subtasks, which describe the required work for the management and evaluation of the Soldier Canyon Filter Plant Expansion Feasibility Study Project. The period of performance is through May 31, 2024. Project schedule dates are provided based on estimated task completion dates. The total estimated fee for this SOW is provided in the Project Work Breakdown Structure (Attachment 1).

TASK 1 SCFP RE-RATE ANALYSIS AND DEMONSTRATION

Objectives: The objective of this task is to perform analysis on the backwash system and perform bench-scale testing, develop a detailed testing plan and schedule for the high-rate filter and pre-treatment (flocculation and sedimentation) demonstration testing, as well as to define any equipment needs. The test logistics and operating conditions/requirements will be discussed with SCFP staff initially to develop the draft Test Plan, and then the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division will be presented with the draft plan for its review. Additional support will be provided by Engineer for high-rate pilot filter testing parameters prior to full-scale demonstration approval to help expedite transition to and start of full-scale demonstration.

- 1) ENGINEER (up to 4 staff) will conduct onsite meetings with the SCFP operations staff to discuss operations, solicit feedback on the current performance of the plant, testing goals and objectives and confirm operational criteria for increase flow rate. Site duration is estimated as two (2), eight (8)- hour days. Some of the issues to be discussed include:
 - Overall schedule for completing test plan, schedule for completing filter tests (pilot and full-scale), and schedule for completing final report
 - Relationship between testing activities related to the proposed SCFP expansion projects
 - Staffing requirements and who will perform daily O&M
 - Filtration rates and filters to be tested, and for what duration
 - Testing data collection and management
 - Laboratory testing requirements, including on-site and off-site tests (if required)
 - Establish clear lines of communication between Engineer and Owner
- 2) ENGINEER will evaluate capacity for the backwash system for expansion to 67 mgd and update the SCFP Expansion Feasibility Report accordingly.

Deliverables:

- Expansion Study (update) – draft and final
- CDPHE Re-rate application submittal
- Workshop agenda and deliverables

Task 2 CDPHE COORDINATION AND SUBMITTAL

- 1) ENGINEER (up to 2 staff) will conduct up to two (2) meetings with CDPHE to discuss project and confirm submittal requirements to rerate SCFP from 60 mgd to at least 65 mgd. Meetings will be held virtually with 1-hour duration.

- 2) ENGINEER will prepare a submittal application to CDPHE to re-rate SCFP from 60 mgd to at least 65 mgd. Engineer will modify existing design drawings and reports as the basis for the CDPHE submittal. The following are estimated requirements for the submittal per CDPHE Table A-1, Design Review Matrix:
 - Water Quality Data
 - Process Flow Diagram
 - Hydraulic Profile
 - Capacity Evaluation and Design Calculations
 - Residuals Plan
 - Operation's Plan
 - Security Plan
 - Drawings and specifications
- 3) ENGINEER will respond to questions by CDPHE on Re-rate submittal as requested by CDPHE to obtain approval for SCFP to be re-rated to at least 65 mgd.

Task 3 Project Management and Coordination

Objectives: The objective of this task is to manage the work elements and provide communication with the AUTHORITY.

- 1) ENGINEER will prepare project setup documentation including contract, safety forms, project management plan. ENGINEER will retain and file project documents, meeting notes, site visit notes, workshop notes, and pertinent administrative files in electronic format using Microsoft Teams.
- 2) ENGINEER will facilitate up to six (6) project meetings with AUTHORITY staff. It is assumed that all project meetings will be virtual as a Microsoft Teams meetings, 30-minutes in duration, and attended by one ENGINEER representative.
 - a) Prepare and coordinate distribution of meeting agendas and meeting notes.
- 3) ENGINEER will facilitate monthly internal coordination meetings with staff. It is assumed that these meetings will be one (1)-hour in duration and attend up to 4 project staff and held virtually. It is assumed a total of 8 meetings.
- 4) ENGINEER will attend up to two (2) monthly AUTHORITY Board meetings. It is assumed that the Board meeting will be in person held at the Soldier Canyon Filter Plant and be 1 hour in length and attend by one ENGINEER representative.
- 5) ENGINEER will prepare and submit monthly progress reports to the AUTHORITY with the monthly invoice and will include:
 - Summary of activities completed during the previous billing period.
 - Monthly invoice.

Assumptions:

- Estimate includes expenses at cost and mileage is charged based on IRS Rate.
- The AUTHORITY will review the draft Technical Memorandum and provide comments within 15 working days.
- All reports, technical memoranda, PIP, QMP, invoices, and permitting documents shall be delivered electronically.
- ENGINEER shall be entitled to reasonably rely upon the information and data provided by the AUTHORITY or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of Services.

- ENGINEER will perform independent quality control/assurance reviews in accordance with the QA/QC plan for each deliverable, prior to submission. The quality control reviews are included with each task.
- ENGINEER assumes use of 2021 SCFP Expansion Plant record drawings with modifications, as needed, to include in the CDPHE submittal. Full plant drawing update is not included in the scope.
- ENGINEER will submit the rerate application and request approval by CDPHE but does not guarantee approval is granted.
- ENGINEER will commence work upon receipt of requested data.
- ENGINEER will not complete a demonstration plan for full-scale operation of unit processes at the rerate flow rate.

SCHEDULE

The preliminary schedule to complete this amendment is summarized below. The goal is to begin high-rate pilot filtration testing shortly after notice to proceed. Final approval from CDPHE is expected after this date. ~~The contract will be extended through May 32, 2024.~~ The major milestones for the schedule are:

- NTP (August 23)
- Conduct site visit (August 23)
- Submit draft updated evaluation report to AUTHORITY (October 23)
- Draft Re-rate Application to AUTHORITY (November 23)
- Submit Re-rate Application to CDPHE (December 23)
- CDPHE Review – (3/4 months)

ATTACHMENT 1

PROJECT WORK BREAKDOWN STRUCTURE

Name	Project Manager	Technical Advisor	Technical Lead	Process Engineer	Process Engineer	CAD	Expenses
Project Billing Rate	\$219.00	\$248.00	\$219.00	\$189.00	\$209.00	\$219.00	\$1.00
Total Units (T&M)	67.00	26.00	70.00	62.00	30.00	24.00	460.00
Total Fee (T&M)	\$14,673.00	\$6,448.00	\$15,330.00	\$11,718.00	\$6,270.00	\$5,256.00	\$460.00

WBS Code	Task Name	Units						
1	SCFP 65 MGD Evaluation							
1.1	SCFP Re-rate Analysis and Demonstration	12.00	14.00	22.00	22.00	4.00		460.00
1.2	CDPHE Coordination and Demonstration	12.00	12.00	38.00	32.00	18.00	24.00	
1.3	Project Management	43.00		10.00	8.00	8.00		

Task Type	Hours	Labor	Expense	Subs	Total
Time & Material	279.00	\$59,695.00	\$460.00	\$0.00	\$60,155.00
Time & Material	74.00	\$15,912.00	\$460.00	\$0.00	\$16,372.00
Time & Material	136.00	\$28,992.00	\$0.00	\$0.00	\$28,992.00
Time & Material	69.00	\$14,791.00	\$0.00	\$0.00	\$14,791.00
Total	279.00	\$59,695.00	\$460.00	\$0.00	\$60,155.00

**SOLDIER CANYON WATER TREATMENT AUTHORITY
CREATION AGREEMENT**

between

East Larimer County Water District

and

Fort Collins-Loveland Water District

and

North Weld County Water District

DATED October 20, 2016

EFFECTIVE DATE February 1, 2017

REVISED AND RESTATED EFFECTIVE April 16, 2019

REVISED AND RESTATED EFFECTIVE Month?? Day?? , 2023

Table of Contents

I.	Definitions	2
A.	Act	2
B.	Agreement	2
C.	Amended IGA	2
D.	Authority	2
E.	Authority Obligations.....	2
F.	Board of Directors	2
G.	Debt Service Component	2
H.	Director.....	2
I.	ELCO.....	2
J.	Existing Party Debt	3
K.	Fort Collins-Loveland	3
L.	Governing Board	3
M.	Gross Revenues	3
N.	Gross Revenues Fund.....	3
O.	Net Revenues.....	3
P.	North Weld.....	3
Q.	Operation and Maintenance Expenses	3
R.	Operation and Maintenance Component.....	4
S.	Operation and Maintenance Fund	4
T.	Party or Parties	4
U.	Soldier Canyon Filter Plant.....	4
V.	Steering Committee	4
W.	System	4
X.	TABOR	4
Y.	Treated Water	4
Z.	Treatment Capacity	4
AA.	Treatment Capacity Share	4
BB.	Treatment Facility	5
	1. Raw Water Transmission Facilities	5
	2. Treated Water Transmission Facilities.....	6
CC.	Treatment Facility Expansion	6
DD.	Treatment Facility Capital Improvements.....	6
EE.	Treatment Facility Improvements	6
FF.	Valuation Date.....	6
GG.	Water Activity or Water Activities	6
HH.	Water Activity Enterprise.....	6
II.	Water Treatment Services	7
II.	Creation of the Authority	7
A.	Nature of the Authority	7
B.	Principal Place of Business	7

C.	Authority Purposes and Services.....	7
III.	Powers of Authority	7
A.	Supply Treated Water.....	7
B.	Treatment Facilities	7
C.	Property	7
D.	Sue	8
E.	Seal	8
F.	Adopt Bylaws, Rules and Regulations	8
G.	Essential Powers.....	8
H.	Employees, Agents and Contractors	8
I.	Site Rehabilitation	8
J.	Indemnification	8
K.	Exercise Parties’ Powers to Provide Treated Water.....	8
L.	Receive Contributions	8
M.	Cooperate.....	8
N.	Contracts.....	8
IV.	Governance.....	9
A.	Board of Directors of the Authority	9
1.	Number.....	9
2.	Appointment.....	9
3.	Vacancies	9
4.	Compensation.....	9
5.	Decisions	9
B.	Meetings	10
1.	Attendance.....	10
2.	Regular Meetings	10
3.	Meeting Quorums.....	10
4.	Special Meetings	10
5.	Notice of Special Meetings	10
6.	Waiver of Notice	10
7.	Annual Meeting.....	10
C.	Duties of the Board.....	11
1.	Governance.....	11
2.	Powers	11
3.	Policy.....	11
4.	Funds	11
5.	Finances.....	11
6.	Records.....	11
7.	Bylaws.....	11
8.	Statutory Compliance.....	11
9.	Authority Manager	11
D.	Officers	11

1.	Appointments and Term of Office	12
2.	Removal	12
3.	Duties of Officers	12
4.	Bonds of Officers	13
E.	Execution of Contracts	13
F.	Indemnification	13
1.	Defense Costs	13
2.	Settlement with Consent	13
3.	Non-Exclusive Rights	13
V.	Financial Powers and Obligations.....	13
A.	Negotiable Instruments.....	13
B.	Fix Fees, Rates and Charges	14
C.	Financial Obligations	14
1.	Debts and Obligations	14
2.	Authority to Issue Bonds.....	14
3.	Contract with Holders	15
4.	Financial Obligations Not Obligations of the Parties	15
5.	Party Authorization	15
D.	Deposits	15
1.	Gross Revenues Fund.....	15
2.	Operation and Maintenance Fund	16
3.	Debt Service Fund.....	16
4.	Other Funds	16
E.	Fiscal Years	16
F.	Initial Payment	16
VI.	TABOR Enterprise.....	16
A.	Water Activity Enterprises Activities and Facilities	16
B.	Multiple Enterprises	16
C.	Governing Board	16
D.	Powers	17
E.	Taxes	17
F.	Grants	17
G.	Contracts.....	17
H.	Revenue	18
I.	Enterprise Fund	18
J.	Miscellaneous.....	18
VII.	Successor to the Soldier Canyon Filter Plant	18
A.	Transfer and Deed of Treatment Facility Property	18
B.	Personnel	19
C.	Pension Funds.....	19
VIII.	Obligation to Serve the Parties	19

A.	Existing Treatment Facility Capacity.....	20
B.	Treatment Capacity Share	20
C.	Expansion, Improvement, or Additional Treated Water Supply.....	20
D.	Modification of Treatment Capacity Share.....	21
E.	Establishment of Rates, Fees, and Charges.....	21
F.	Delivery at the Treatment Facility	21
G.	Treated Water Only to the Parties	22
H.	Large Customers.....	22
I.	Raw Water Management and Coordination	22
J.	Limitation on Treated Water Supplies	22
K.	Water System Practices	23
L.	Water Quality	23
M.	Agreements for Supply and Transmission	23
N.	Resolution of Dispute Regarding Obligation to Serve.....	24
1.	Negotiation	24
2.	Mediation	24
3.	Binding Arbitration	24
IX.	Prior Agreements.....	25
A.	Terminated Agreements	25
B.	Agreements Assigned to the Authority	25
X.	Term, Termination and Withdrawal.....	26
A.	Term	26
B.	Termination	26
C.	Withdrawal of Parties.....	26
D.	Distribution upon Termination or Withdrawal.....	26
1.	Termination	26
2.	Withdrawal	27
E.	Subject to Annual Appropriations.....	28
F.	No Termination if Outstanding Financial Obligations.....	28
G.	Consolidation with a Non-Party	28
XI.	Miscellaneous.....	28
A.	Additional Parties	28
B.	Notices.....	28
C.	No Third-Party Beneficiaries	28
D.	Existing Agreements	28
E.	Severability.....	28
F.	Amendments.....	29
G.	Duplicate Originals.....	29
H.	Termination of Amended IGA	29

SOLDIER CANYON WATER TREATMENT AUTHORITY CREATION AGREEMENT

THIS SOLDIER CANYON WATER TREATMENT AUTHORITY CREATION AGREEMENT is made and entered into this 20th day of October 2016, by and among EAST LARIMER COUNTY WATER DISTRICT, FORT COLLINS-LOVELAND WATER DISTRICT, and NORTH WELD COUNTY WATER DISTRICT, each of which are quasi-municipal corporations and political subdivisions of the State of Colorado, operating pursuant to Article 1, Title 32, C.R.S.

RECITALS

A. The Parties are each water districts located collectively within Larimer and Weld Counties, and authorized to supply and supplying water as authorized by statute for domestic and other public and private purposes by means of reservoirs, treatment works and facilities, equipment, and appurtenances incident thereto, and as typically provided by a water district.

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

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

D. The Parties have previously entered into numerous contractual agreements and cooperative arrangements to jointly provide for the construction, operation, maintenance, and expansion of the Treatment Facility as defined below, and the creation of a separate legal entity pursuant to Section 29-1-203, C.R.S., named the Soldier Canyon Filter Plant, to manage the Treatment Facility, such agreements including but not limited to the Intergovernmental Agreement, dated March 29, 1990, the Amended Intergovernmental Agreement, dated December 1995, the First Addendum To Amended Intergovernmental Agreement, dated April 21, 1998, and the Second Addendum To Amended Intergovernmental Agreement, dated September 20, 2005.

E. The Parties, because of their long standing, effective, and efficient cooperative arrangements to jointly provide for water treatment, and the success of the Soldier Canyon Filter Plant in managing the Treatment Facility, wish to achieve the additional public benefits associated with the creation of a water authority to succeed to the role of the Soldier Canyon Filter Plant.

F. Because of necessary revisions to the Creation Agreement Effective February 1, 2017 (“Original Creation Agreement”), the Parties have Amended and Restated the Original Creation Agreement effective **April 16, 2019, and Month Day 2023.**

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

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

A. Act. Shall mean Article 45.1, Title 37, C.R.S.

B. Agreement. Shall mean this Soldier Canyon Water Treatment Authority Creation Agreement.

C. Amended IGA. Shall mean the Amended Intergovernmental Agreement, dated December 1995, between the Parties, as amended by the First Addendum to Amended Intergovernmental Agreement, dated April 21, 1998, and the Second Addendum to Amended Intergovernmental Agreement, dated September 20, 2005.

D. Authority. Shall mean the Soldier Canyon Water Treatment Authority created by this Agreement.

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

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

G. Debt Service Component. Shall mean that portion of rates and charges paid to the Authority by North Weld and ELCO for Treated Water necessary for payment of Authority Obligations. Revenues associated with the Debt Service Component are a portion of the Net Revenues of North Weld and ELCO, as such term is defined in resolutions of such parties relating to the issuance of revenue bonds. Any Debt Service Component shall not be an Operation and Maintenance Expense of North Weld or ELCO and such Debt Service Component shall be paid from the Net Revenues of North Weld and ELCO contemporaneously with their payment of Existing Party Debt.

H. Director. Shall mean a member of the Board of Directors of the Authority.

I. ELCO. Shall mean the East Larimer County Water District.

J. Existing Party Debt. Shall mean, with respect to ELCO, its Water Enterprise Revenue Bonds, Series 2009A and Water Revenue Refunding Bonds, Series 2009B, and with respect to North Weld, its Loan Agreement with the Colorado Water Resources and Power Development Authority, dated as of September 1, 2009, and its Water Enterprise Revenue Refunding Bonds, Series 2012, which obligations are existing at the time of the execution of this Agreement.

K. Fort Collins-Loveland. Shall mean the Fort Collins-Loveland Water District.

L. Governing Board. Shall mean the Board of Directors acting as the Governing Board of the Water Activity Enterprise.

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

N. Gross Revenues Fund. Shall have the meaning given to it in Section V.D.1. of this Agreement.

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

P. North Weld. Shall mean the North Weld County Water District.

Q. Operation and Maintenance Expenses. Shall mean all reasonable and necessary current expenses of the Authority, paid or accrued, for operating maintaining, and repairing the Treatment Facility, including any Treatment Facility Improvements and any Treatment Facility Expansion, including without limitation legal and overhead expenses of the Authority directly related to the administration of the

Treatment Facility, any Treatment Facility Improvements or Treatment Facility Expansion; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Treatment Facility Capital Improvements, and charges for accumulation of reserves.

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

S. Operation and Maintenance Fund. Shall have the meaning given to it in Section V.D.2. of this Agreement.

T. Party or Parties. Shall mean ELCO, Fort Collins-Loveland, and North Weld, individually or collectively.

U. Soldier Canyon Filter Plant. Shall mean the separate legal entity established by the three (3) Parties pursuant to the provisions of C.R.S. §29-1-203 and the Amended IGA.

V. Steering Committee. Shall mean the governing body of the Soldier Canyon Filter Plant.

W. System. Shall mean the water distribution lines, improvements, facilities, and system of each Party. The System does not include the Treatment Facility, the Treatment Facility Expansion, or the Treatment Facility Improvements.

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

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

Z. Treatment Capacity. Shall mean the total volume of water which may be treated by the Treatment Facility during a twenty-four (24) hour period of time for the benefit of all three (3) Parties during the usual and ordinary operation thereof. Treatment Capacity may vary, from time to time, based on a number of reasons including, but not limited to, changes in State or federal law, operational changes, and Treatment Facility Expansions.

AA. Treatment Capacity Share. Shall mean a Party's pro rata ownership of the Treatment Capacity based on its funding of the capital costs of the Treatment Facility, as provided in Sections VIII.B. and C.

BB. Treatment Facility. Shall mean the water filtration plant located at 4424 LaPorte Avenue, Fort Collins, Colorado 80521, together with the real property, easements, water distribution lines, master meters, improvements and other facilities, assets and property associated therewith, which are jointly owned and used by the Parties or the Soldier Canyon Filter Plant in the treatment and distribution of potable water to the respective Treated Water transmission and distribution systems of each Party, and which is being transferred to the Authority, pursuant to Section VII.A. of this Agreement. Existing assets include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, intangible personal property, cash, bank accounts, insurance policies, leases, accounts receivable, warranties, guarantees, indemnifications, licenses, permits, contracts, and agreements.

1. Raw Water Transmission Facilities. With respect to raw water transmission and intake facilities, the term “Treatment Facility” includes:

a. The 42-inch diameter raw water transmission line from the outlet at the Soldier Canyon Dam at Horsetooth Reservoir, up to the water filtration plant and including the meter thereon, such transmission line being located on real property owned by the United States Department of the Interior, Bureau of Reclamation, and licensed to the Parties by that certain “License for Installation of Raw Water Transmission Line Below Soldier Canyon Dam”, dated June 15, 1978; and

b. The 42-inch diameter raw water transmission line (constructed in 2021) from Northern Water’s 54-inch pipeline from Horsetooth Reservoir, up to the water filtration plant, such transmission line being located on real property owned by the United States Department of the Interior, Bureau of Reclamation, and licensed to the Parties by that certain “Grant of a permanent easement to construct, operate, and maintain a domestic water system”, dated September 30, 2020.

c. The 42-inch diameter raw water transmission line that delivers raw water from the Pleasant Valley Pipeline from and including the valve located east of the Treatment Facility in the Pleasant Valley Pipeline right-of-way to the water filtration plant.

d. The Authority’s ownership share in the PVP Sedimentation Basin and Screen identified in the agreement “Agreement between the City of Fort Collins and the Soldier Canyon Water Treatment Authority regarding the Pleasant valley Pipeline Munroe Turnout Screen and Sedimentation Basin, dated *Month Day, 2023*. The percent ownership of these facilities, per District, is listed below:

Table 1: District Capacity in the PVP Sed Basin

Fort Collins	Capacity in the PVP Sed Basin – in %		
	ELCO	FCLWD	NWCWD
53%	11%	18%	18%

Table 2: District Capacity in the PVP Screen

Fort Collins	Capacity in the PVP Screen – in %		
	ELCO	FCLWD	NWCWD
50%	11.6%	19.2%	19.2%

2. Treated Water Transmission Facilities. With respect to Treated Water discharge and transmission facilities, the term “Treatment Facility” includes all Treated Water transmission lines from the water filter plant to and including the first meters thereon, or the boundary of the water filter plant property, whichever comes first.

CC. Treatment Facility Expansion. Shall mean the improvement, enhancement or expansion of the Treatment Facility for the purpose of increasing the Treatment Capacity of the Treatment Facility, as determined by the Board of Directors.

DD. Treatment Facility Capital Improvements. Shall mean Treatment Facility Improvements and Treatment Facility Expansion, including the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements) which are incorporated into the Treatment Facility.

EE. Treatment Facility Improvements. Shall mean the improvement or enhancement of the Treatment Facility which does not increase Treatment Capacity but which is intended to improve the efficiency of the Treatment Facility and/or quality of Treated Water from the Treatment Facility, as determined by the Board of Directors.

FF. Valuation Date. Shall mean the 120th day following the day written notice is given, pursuant to Section X.C. of this Agreement, of a Party’s intent to withdraw from this Agreement.

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

HH. Water Activity Enterprise. Shall mean the Water Activity Enterprise established by Article VI of this Agreement.