



WATER AND SEWER BOARD REGULAR MEETING

February 9, 2022 – 6:30 a.m.

<https://windsorgov.zoom.us/j/81082232163>

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the 2nd day prior to the meeting to make arrangements.

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
3. Public Invited to be Heard

B. CONSENT CALENDAR

C. BOARD ACTION

1. Approve minutes from the January 11, 2022 meeting
2. Proclamation of Recognition and Appreciation for Chad Kuhnel
3. Ad Hoc Committee Appointment for 2022
4. Fort Collins Loveland Water District and Windsor Water Purchase Agreement , Leif Lesoing, Water Resource Administrator

E. COMMUNICATIONS

F. ADJOURN



WATER AND SEWER BOARD REGULAR MEETING
January 12, 2022 – 6:30 a.m.
Meeting via Zoom
301 Walnut St, Windsor, CO 80550

MINUTES

A. CALL TO ORDER

Board Chairperson Bielawski called the meeting to order at 6:30 a.m.

1. <u>Roll Call</u>	Chairperson	Greg Bielawski
	Vice-Chairperson	Carlos Medina
	Secretary	Janene Willey
		Darell Zimbelman
		Milt Tokunaga
		Milton Geiger
		Gale McGaha Miller
	Alternate	Alan MacGregor
	Alternate	Alan Overton
	Town Board Liaison	Ken Bennett

Also present:

Dir. Of Community Development	John Thornhill
Water Resources Administrator	Leif Lesoing
Water Conservation Technician	Kevin Hartley
Utility Billing Admin Specialist	Erin Porter

1. Review of Agenda by the Board and Addition of items of New Business to the Agenda for Consideration by the Board
There were no new agenda items considered.
2. Public Invited to be Heard
There was no public comment.
3. Introduction of Water Conservation Technician Kevin Hartley
Mr. Lesoing introduced the Board to Kevin Hartley, the new Water Conservation Technician.

B. CONSENT CALENDAR

There were no items on the consent calendar.

C. BOARD ACTION

1. Minutes of November 10, 2021, Regular Meeting
Board Vice Chairman Medina moved to accept the minutes for the November 10, 2021 meeting; Board Member Willey seconded the motion. Motion carried unanimously.
2. Election of Officers

Board Member Zimbelman nominated the existing Board Officers remain in their current positions. All Board Officers accepted the nominations.

Board Member McGaha Miller moved to accept the nominations of the nominated Officers; Board Member Tokunaga seconded the motion. Motion carried unanimously

3. Drought Management Plan

Mr. Lesoing stated that proposed changes were made from previous discussions. The Board Discussed the plan further.

Board Secretary Willey moved to recommend that the Town Board release the Drought Management Plan for public comment; Board Member Geiger seconded the motion. Motion carried unanimously

D. COMMUNICATION

1. Snow Pack

Mr. Lesoing stated that the current snowpack is going in the right direction, but it was still early. The Board discussed the current snowpack and the drought monitor.

2. NISP Update

Mr. Lesoing stated that the Record of Decision was expected in Quarter 1 this year.

E. ADJOURN

Board Member Zimbelman moved to adjourn the meeting at 7:19AM; Board Vice-Chairman Medina seconded the motion. Motion carried unanimously.

Submitted by:



Erin Porter, Utility Billing Administrative Specialist

Town of Windsor Water and Sewer Board **Resolution of Recognition and Appreciation**

WHEREAS the Town of Windsor, Colorado and the Windsor Water and Sewer Board recognize Chad Kuhnel, as a valued contributor to Windsor and

WHEREAS Chad Kuhnel has been a foundational part of Water Efficiency Programs at Northern Water and Chad has managed some of their most impactful services and

WHEREAS Chad Kuhnel contributed to Windsor in promoting, providing, and implementing Water-Efficient Landscape Grant Programs to serve Windsor Parks, Metro Districts, and HOAs and

WHEREAS Chad Kuhnel has contributed to the betterment and livability of Northern Colorado with his dedication and devotion to this area

NOW THEREFORE BE IT RESOLVED that the Town of Windsor and the Windsor Water and Sewer Board recognize the work ethic, expertise, and passion of Chad Kuhnel and we are saddened by his early death. We appreciate Chad Kuhnel for his contributions as a valued citizen of Windsor, Colorado. This Resolution of Recognition and Appreciation is being duly recorded in the minutes of the Windsor Water and Sewer Board this Ninth day of the month of February in the year 2022.

To this Resolution I set my hand:

Gregory T Bielawski
Chairman
Town of Windsor, Water and Sewer Board

WATER PURCHASE AGREEMENT

This Water Purchase Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2022, by and between the Town of Windsor, Colorado, a Colorado home rule municipality, hereinafter referred to as the “Town” and Fort Collins-Loveland Water District hereinafter referred to as the “District”.

RECITALS

WHEREAS, the District provides water services to customers in the Northern Colorado area; and

WHEREAS, the Town has contracted with the District for domestic water service for many years, the most recent contractual agreement between the parties having been entered into on March 10, 2008; and

WHEREAS, the current Agreement will expire on or about March 10, 2023; and

WHEREAS, the parties have expressed their mutual desire to extend their contractual relationship under the terms set forth herein; and

WHEREAS, the parties have agreed that the Town will invest in water tank storage capacity to serve emergency demand in accordance with this Agreement; and

WHEREAS, by the terms and provisions of this Agreement the Town and the District desire to set forth their understanding with regard to the District’s provision of contractual water services to the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties covenant and agree as follows:

1. Preamble. The parties acknowledge that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.
2. Prior Agreement. Upon the approval of the within Agreement by the District and the Town all prior agreements between the parties including, specifically, that certain Water Purchase Agreement dated March 10, 2008, and any extensions thereof, shall be considered void and without effect and the provisions of the within Agreement shall thereafter control the relationship of the parties.

3. Water Supply (Non-Emergency Conditions). Commencing upon the approval of this Agreement by the governing bodies of both parties and continuing for the term hereinafter defined, the District shall supply treated potable water to the Town in the maximum amount of 110,000,000 gallons per year, subject to the provisions of additional flow through a second, emergency supply connection to the District's system as set forth herein. This water shall be delivered in accordance with the Town's use demands, except as herein provided, at a flow rate of 250 gallons per minute, but shall in no event exceed 360,000 gallons per day under non-emergency conditions.

4. Emergency Delivery. In the event of an emergency such as a fire flow demand, main break, telemetry failure or natural catastrophe, the Town may increase its daily rate of consumption for periods not to exceed 48 hours. During such emergency conditions, the District will provide an instantaneous flow rate of up to 2,000 gallons per minute, not to exceed 720,000 gallons in a 48-hour period. It is understood and agreed that such emergency consumption limited to 48-hour periods as aforesaid shall not affect the peak demand calculation hereinafter addressed as part of the ongoing rate analysis for water charges to be paid by the Town. Such additional emergency supply delivery shall be provided exclusively through the emergency supply point of delivery hereinafter set forth, and is subject to the availability of potable water and flow rates as determined in the sole discretion of the District. The District makes no warranty that sufficient water supply will be available for the Town's use during an emergency.

5. Service and Facilities. The District agrees that it shall undertake all reasonable measures to provide continuous service of treated potable water to the Town in accordance with applicable state and federal regulations. The District shall provide adequate facilities to deliver water to the Town at the points of delivery designated below, and such other delivery points as the parties may in the future jointly designate. Water provided by the District to the points of delivery to the Town will meet all applicable State and federal water quality requirements and limitations, and will include fluoride levels as determined by the District within such requirements and limitations. The District will be responsible for maintaining water quality on the District side of the points of delivery and for making any modifications to water quality desired by the District. The District shall ensure that its facilities connected to the District's system and which receive, transmit, distribute, store or otherwise provide water supplied by the District also comply with all applicable State and federal requirements, including backflow prevention.

6. Points of Delivery.

(a) Primary Point of Delivery. Except as is hereinafter provided, the primary water service delivered under this Agreement shall occur at the existing master meter located at Colorado State Highway 392. This meter and all associated equipment are owned by the District and during the term of this Agreement the master meter shall be read and maintained by the District. All charges to the Town for water delivered pursuant to Section 3 of this Agreement shall be generated from readings obtained from the master meter as aforesaid.

(b) Emergency Supply Point of Delivery. To facilitate the emergency supply called for in Section 4 above, it is understood and agreed that the Town shall be entitled to establish a second, emergency supply point of connection to the District's system at or near the intersection of New Liberty Road and Weld County Road 13. The Town shall construct and pay the full cost of such connection, including construction of a specialized bidirectional valve and vault. The specialized bidirectional valve shall allow water to flow both from the District to the Town and from the Town to the District to meet the potential emergency needs of either Party. The connection shall be constructed to the specifications of the District, and upon completion, inspection and acceptance by the District shall be owned, operated and maintained by the District. The delivery of water through this connection shall be by master meter and such meter shall be owned, maintained and read by the District. Prior to the activation of the emergency supply connection the Town and the District shall agree upon terms and conditions governing its operation. All charges to the Town for water delivered pursuant to Section 4 of this Agreement shall be generated from readings obtained from the master meter described in this subparagraph (b).

7. Non-Exclusive Provider. The District acknowledges that in addition to the water supply to the Town pursuant to this Agreement, the Town receives, and will continue to receive, water supplied under contracts with North Weld County Water District and the City of Greeley. Nothing herein shall preclude the Town from securing other sources of potable water supply, treatment and storage.

8. Control Valves and Vault. It is understood and agreed that the control valves and vaults on the transmission lines on the District side of the master meters at both points of delivery shall be owned, maintained and operated exclusively by the District. The District agrees not to install any control mechanisms on the Town side of the master meters. It is likewise understood and agreed that all facilities on the transmission lines on the Town's side of the master meter shall be owned, maintained and operated exclusively by the Town.

9. Delivery to Customers. It is understood and agreed that the Town shall, at its sole discretion and expense, provide all facilities necessary to transport water from the points of delivery to consumers designated by the Town.

10. Term. This Agreement shall remain in effect until March 1, 2038, and may be renewed by the Town for an additional five (5) year period upon notice of such renewal received by the District no later than six (6) months prior to the date of termination.

11. Rates.

(a) Standard and Emergency Water Deliveries. For water delivered through the primary and/or emergency supply points of delivery, commencing on the 1st day of the month following the final approval of this Agreement, the Town agrees that it shall pay to the District the sum of Three Dollars and Ninety Two Cents (\$3.92) per one thousand (1000) gallons of potable water delivered to the Town under the terms and conditions of this Agreement. This amount shall be adjusted annually to reflect the change in the Boulder-Denver Consumer Price Index. This adjustment shall become effective upon the anniversary date of the establishment of the original rate under this paragraph.

(b) Emergency Supply Storage and Delivery Charge. To compensate the District for the availability of treated water storage owned by the District and constructed at its sole cost, the Town shall pay to the District within Sixty (60) days of executing this Agreement One Million Two Hundred Twenty-Five Thousand Three Hundred Thirty-Seven Dollars and Fifty-Seven Cents (\$1,225,337.57). In exchange for payment of this sum, the District will make emergency water delivery available to the Town in accordance with Section 4 of this Agreement.

12. Charges and Payment. It is understood and agreed that the Town shall pay to the District as a minimum amount the charges for 110,000,000 gallons of water per year whether or not that quantity of water is taken by the Town.

The District agrees that on or about the last day of each month it shall provide a written statement to the Town for water services rendered. The Town agrees that on or before the 20th day of the following month all charges due shall be paid in full. The District reserves the right to discontinue service to the Town after first providing the Town with thirty (30) days' written notice of its default on any charges due hereunder.

Discontinuation of service to the Town for failure to pay shall not relieve the Town of its obligation to pay delinquent amounts due to the District.

13. Application of Raw Water Rights. No later than May first of each year the Town shall furnish to the District such units of water of the Northern Colorado Water Conservancy District (“CBT Units”) as may be necessary to satisfy the Town’s usage under this Agreement. Title to such CBT Units shall remain in the name of the Town, and the Town agrees that it shall assume and promptly pay all water assessment charges which may be levied by the Northern Colorado Water Conservancy District on the CBT Units of water required by the District for service to the Town. The District’s obligation to provide water to the Town is expressly limited to the amount of water actually provided at the Soldier Canyon Water Treatment Plant pursuant to the Town’s CBT Units; the CBT Units yield may vary from year to year as determined by the Northern Colorado Water Conservancy District, and in drought years may yield little or no water.

14. Service Prohibited Within District Boundaries. The Town agrees that it will not provide domestic water service to any consumers residing within the boundaries of the District during the term of this Agreement.

15. Notices. Requirements of notice hereunder shall be deemed satisfied upon mailing to the parties as follows:

Town Manager
Town of Windsor, Colorado
301 Walnut Street
Windsor, Colorado 80550

District Manager
5150 Snead Drive
Fort Collins, Colorado 80525

16. Arbitration. The parties agree that any disputes arising hereunder shall be submitted for determination through arbitration procedures subsequently agreed to by the parties. In the event the parties cannot reach agreement on such procedures, arbitration shall be conducted in accordance with the rules for commercial arbitration of the American Arbitration Association. The parties hereby agree to be bound by the good faith decision of any arbitrator or arbitrators.

17. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third-party on such Agreement. It is the express intention of the parties that any

person other than parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18. Assignment. Neither party may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other party.

19. Amendment and Modification. This Agreement may be amended or modified only in writing signed by both parties.

20. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter, and sets forth the rights, duties and obligations of each party to the other as of the date first appearing above. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

22. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portion had not been part of this Agreement, provided that the parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

23. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

24. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

25. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Town or the District pursuant to the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S., as amended from time to time.

26. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 11.11 of its Home Rule Charter, the Town's obligations hereunder are entered into by the Town, through its Water Activity Enterprise, and are subject to the annual appropriation of funds necessary for the performance thereof only to the extent that the Town no longer provides service through its Water Activity Enterprise or its Water Activity Enterprise is determined to not satisfy the requirements of Article X, Section 20(2) of the Colorado Constitution, in which case the Town's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Town Board. The District's obligations hereunder are entered into by the District, through its Water Activity Enterprise, and are subject to the annual appropriation of funds necessary for the performance thereof only to the extent that the District no longer provides service through its Water Activity Enterprise or its Water Activity Enterprise is determined to not satisfy the requirements of Article X, Section 20(2) of the Colorado Constitution, in which case the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the District's Board of Directors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective officer thereunto duly authorized as of the date first above written.

FORT COLLINS-LOVELAND WATER
DISTRICT

By: _____
President

Attest:

Secretary

TOWN OF WINDSOR, a Colorado municipal corporation

By: _____
Paul Rennemeyer, Mayor

Attest:

Karen Frawley, Town Clerk

Fort Collins Loveland Water District and Town of Windsor Water Purchase Agreement

- 110,000,000 million gallons per year
- Emergency Delivery of water: 2,000 gallons per minute. 720,000 gallons in a 48-hour period.
- Emergency Supply Point of Delivery at New Liberty Road and Colorado Blvd. Bi-directional valve.
- Cost for Emergency Supply and delivery charge: \$1,225,337.57
- Agreement in effect until March 1, 2038. Can be renewed for an additional five-year period.