

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

**Thursday February 9, 2023**

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

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1. Call to Order 10:00 AM
2. Meeting Minutes for January 12, 2023 - **Action Item – Approve Minutes** “Motion to approve the minutes from the meeting on January 12, 2023”.
3. Financial Update – Brenda Griffith, **Action Item - Approve Financial Report** “Motion to approve the SCWTA December 2022 Financial Report”.
4. Managers Update – Mark Kempton
5. Treatment Capacity Expansion Feasibility Study – Partial update by Stantec. Second part of Study update in March 2023.
  - a. Hydraulics
  - b. Flash mix/floc/sed
  - c. Disinfection
  - d. Raw and finished water piping/storage.
6. Discussion item – PVP Sed Basin/Screen IGA with City of Fort Collins
7. Other Business
  - a. Tier 3 Violation – disputing with CDPHE

**Soldier Canyon Water Treatment Authority**  
**Board Meeting**  
**January 12, 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, Scott Cockroft, NWCWD Director  
Board Director, Rod Rice, ELCO Director  
Mark Kempton, SCWTA Manager  
Brenda Griffith, SCWTA Office Administrator  
Ken Garrett, SCWTA Water Quality Compliance Coordinator  
Richard Raines, SCWTA Water Resources Manager

**The meeting was called to order at 10:07 a.m. by Board Chairman Eric Reckentine.**

**Business Conducted**

**1. Minutes from December 8, 2022, Soldier Canyon Water Authority Board Meetings**

Minutes from the December 8, 2022, meeting were presented.

Mike Scheid 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 November 2022 O&M expenses and the financial dashboard. Mike Scheid made a motion to approve the financial reports. Chris Pletcher seconded the motion. The motion was unanimously approved.

**3. Managers Update**

Mark Kempton updated the Board on plant flow, maintenance, staffing, and projects going on in the plant.

**4. End of Year 2022 Treatment Capacity Update**

Mark shared a quote from the Creation Agreement regarding necessity to expand or improve the plant. It states, "the Treatment Facility operating at 80% of maximum treatment capacity for 10 days during any 45-day period." For the period between July 18, 2022, to September 7, 2022, the peak treatment capacity exceeded 48 MGD on 3 occasions, with 2 of the exceedances occurring within a 45-day period. The daily 24-hour total flow did not exceed 48 MGD at any time. The board's recommendation is to start potential Plant expansion planning now and make it part of the upcoming Master Plan.

**5. Request to reclassify Lab & Instrument Technician position to Chemist.**

Mark explained that our Lab & Instrument Technician position has changed due to more operators on staff to handle daily labs. He would like to change this position to Chemist to allow for more samples to be done in house, which would be a cost savings to the plant. Board agreed that this was a decision under the purview of the Manager and no Board action was necessary.

**6. Cybersecurity Update**

Mark updated the board on the ongoing cybersecurity measures and associated action plans.

**7. Other Business**

There was no other business.

**8. 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 10:45 a.m.

Respectfully submitted,

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Mark Kempton – Board Secretary, Soldier Canyon Water Treatment Authority

Approved by Authority Board

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Eric Reckentine - Board Chairman, Soldier Canyon Water Treatment Authority

## Soldier Canyon Water Treatment Authority Custom Transaction Detail Report

January 2023

Date	Num	Name	Memo	Amount
<b>Jan 23</b>				
01/04/2023		Pd onlii Colorado State Treasurer	Dec. A/P - 4th Qtr. 2022	-1,191.59
01/05/2023	5779	Istre, Kijika	Dec. A/P - Reimburse for Cert. App & Test fee	-150.00
01/11/2023	5780	Petty Cash	Jan. A/P - Board Mtgs., Shop Sup.	-194.79
01/11/2023	5781	A-Z Safety Supply	Safety Sup	-414.04
01/11/2023	5782	A.R.C. Incorporated	Dec. A/P - Cleaning Services	-444.01
01/11/2023	Auto pa	American Heritage Life Ins. Co.	Dec. A/P - Voluntary Ins.	-231.61
01/11/2023	5783	AWWA	Dec. A/P - Partnership for Safe Water	-620.00
01/11/2023	5784	Batteries Plus	Dec. A/P - Batteries	-36.66
01/11/2023	5785	Big State Industrial Supply Inc.	Dec. A/P - Safety supplies	-411.00
01/11/2023	5786	Capital Business Systems	Dec. A/P - Lab Copier, shop printer	-27.04
01/11/2023	5787	CEBT	Dec. A/P - Jan. Ins.	-16,468.12
01/11/2023	5788	CenturyLink2	Dec. A/P - Phones	-63.32
01/11/2023	5789	City of Fort Collins	Dec. A/P - UCLPW	-14,223.00
01/11/2023	5790	Cody Mosbrucker	Reimburse for uniforms	-285.00
01/11/2023	5791	Collins Communications	Dec. A/P - radios & batteries	-1,481.38
01/11/2023	5792	Colorado Rural Water Association	Jan. A/P - Membership	-125.00
01/11/2023	5793	Continental Supply	Dec. A/P - shop supplies	-16.16
01/11/2023	5794	CPS Distributors	Dec. A/P - Snow Shovels & Ice melt	-555.15
01/11/2023	5795	D & K Pumping	Dec. A/P - Septic tank pumping	-735.00
01/11/2023	5796	Ditesco	R & R - Filters 5-8, Backup generator	-4,039.00
01/11/2023	5797	DPC Industries, Inc.	Dec. A/P - chlorine	-6,221.60
01/11/2023	5798	EagleView Home Solutions, LLC	Dec. A/P - Snow fence	-4,967.00
01/11/2023	5799	Employers Council Services, Inc.	Dec. A/P - New employee screens	-357.50
01/11/2023	5800	Evoqua Water Technologies	Chlorite	-43,382.13
01/11/2023	5801	First National Bank	Maint. Sup., office sup., training	-3,303.64
01/11/2023	5802	First National Bank Omaha	Dec. A/P - Membership	-65.00
01/11/2023	5803	Grainger	Dec. A/P - Maint. Sup.	-158.67
01/11/2023	5804	Greystone Technology	IT Mgmt, email, backups	-3,025.80
01/11/2023	5805	HACH Company	Lab Sup.	-5,475.09
01/11/2023	pd onlir	Home Depot	Dec. A/P - maint. sup.	-541.30

## Soldier Canyon Water Treatment Authority Custom Transaction Detail Report

January 2023

Date	Num	Name	Memo	Amount
01/11/2023	5806	Interstate Battery of the Rockies	Dec. A/P - Battery for Ford Ranger	-120.95
01/11/2023	5807	Jax Inc. Mercantile Company	Dec. A/P - Uniforms, Maint. sup.	-544.08
01/11/2023	5808	Logical Systems, LLC	R & R - SCADA Master Plan, PLC Upgrades	-8,880.00
01/11/2023	5809	Municipal H2O	Jan. A/P - Annual EPA RMP Compliance Service	-4,200.00
01/11/2023	5810	NCWCD	Jan. A/P - PVP 2023 Projected costs	-36,827.50
01/11/2023	5811	ODP Business Solutions	Office Sup.	-187.36
01/11/2023	5812	ONEPOINTSUNC	Dec. A/P - Phones	-220.55
01/11/2023	5813	optek-Danulat, Inc.	Dec. A/P - Converter Kit, Sensor Assembly	-13,638.49
01/11/2023	pd onlir	Phillips 66 CO/SYNCB	Dec. - Fuel	-193.60
01/11/2023	5814	REXEL	Maint. Sup.	-120.56
01/11/2023	5815	Sam's Club	Dec. A/P - Misc Admin/Ops Sup.	-663.36
01/11/2023	5816	Seter & Vander Wall, P.C.	Dec. A/P - Legal Fees	-1,305.00
01/11/2023	5817	SGS North America, Inc.	Samples	-1,694.91
01/11/2023	5818	Shell	Dec. A/P - Fuel	-463.66
01/11/2023	5819	Stantec Consulting, Inc.	Dec. A/P - Expansion Feasibility Study	-2,775.94
01/11/2023	5820	TEC Integration, Inc.	Dec. A/P - Additional Phones	-703.65
01/11/2023	5821	ULINE	Dec. A/P - Maint. Sup	-1,107.94
01/11/2023	5822	US Bank	Dec. A/P - Copier Lease	-538.25
01/11/2023	5823	USALCO	Dec. A/P - CC 2215	-30,084.00
01/11/2023	5824	Verizon Wireless	Dec. A/P - Cell phones	-365.90
01/11/2023	5825	VWR International, Inc.	Lab Sup.	-2,489.88
01/11/2023	5826	Wal-Mart	Misc. Ops. Supplies	-70.32
01/11/2023	pd onlir	Xcel Energy	Dec. A/P - Gas & Electric	-5,738.70
01/11/2023	auto pa	Waste Management of No. Colo	Dec. A/P - Trash/Recycling	-666.70
01/11/2023	5827	Connell Resources, Inc.	Treiber B Outlet & Pond 3	-27,700.00
01/11/2023	5828	Ditesco	Overland Ponds	-27,421.13
01/11/2023	5829	Lyons Gaddis Attorneys & Counselors	Dec. A/P - General/Tunnel Water	-84.50
01/11/2023	5830	Rubicon Systems America, Inc.	Dec. A/P - Slip Meter, Gate Installation	-21,720.00
01/16/2023	5831	Ditesco	R & R - Filters 5-8, Backup generator	-6,185.25
01/16/2023	5832	EagleView Home Solutions, LLC	Dec. A/P - Replace gutters	-4,327.00
01/16/2023	5833	Seter & Vander Wall, P.C.	Dec. A/P - Legal Fees	-438.00

## Soldier Canyon Water Treatment Authority Custom Transaction Detail Report

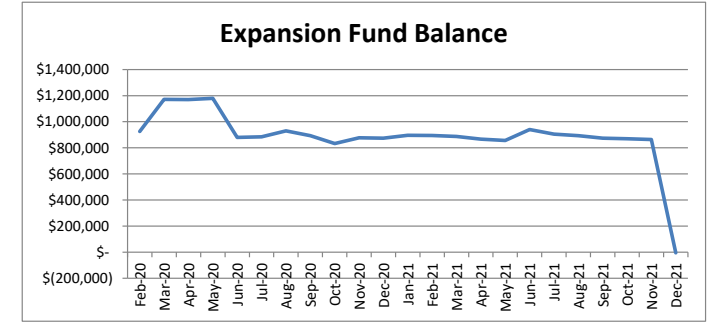
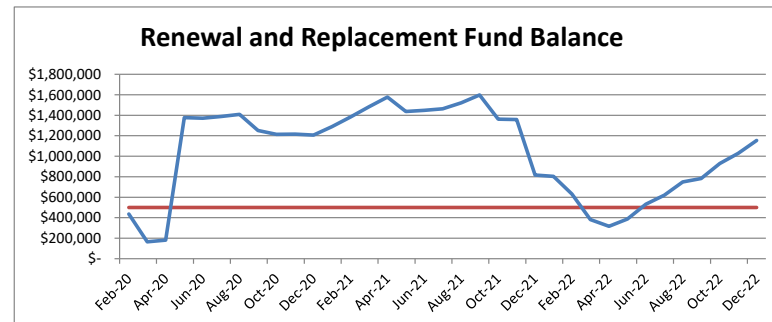
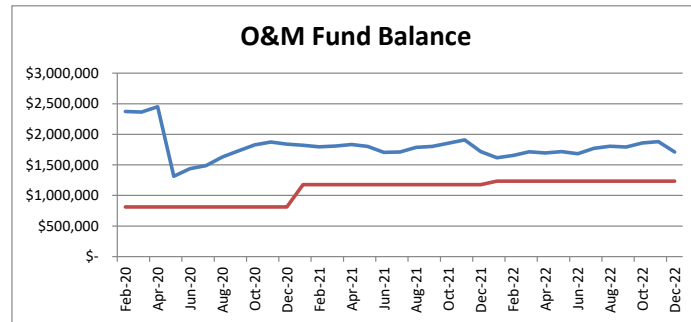
January 2023

Date	Num	Name	Memo	Amount
01/16/2023	5834	Stantec Consulting, Inc.	Dec. A/P - Expansion Feasibility Study	-5,473.50
01/17/2023	5835	Logical Systems, LLC	R & R - PLC Update, Stratus Server Upgrade	-4,068.75
01/17/2023	Auto pæ	BASIC Benefits	HRA Accts. Monthly fee	-50.00
01/19/2023	5836	Larimer Clerk/Recorder	License Plate renewal Envoy	-0.22
01/19/2023	5837	Officescapes	Jan. A/P - Deposit for Control Room furniture	-6,238.04
01/24/2023	Pd onlii	Xcel Energy	Utilities - Gas & Electric	-13,471.25
<b>Jan 23</b>				<b>-339,988.54</b>

- Plant expenses that aren't normal monthly expenses
- Chemicals
- Renewal & Replacement
- Water Resources

	Months												YTD Total	Budget	% To Budget
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22			
<b>Revenue Total</b>	507,178	498,961	512,506	514,423	565,201	587,494	590,757	585,304	563,015	523,028	497,585	502,488	6,447,940	6,403,888	100.69%
<i>Fixed O&amp;M Revenue Total</i>	299,820	299,820	299,820	299,820	299,820	299,820	299,820	299,820	299,820	299,820	299,820	299,820	3,597,840	3,597,840	100.00%
<i>Variable O&amp;M Revenue Total</i>	50,995	44,765	49,875	65,966	103,459	129,993	141,207	135,709	111,607	72,477	46,527	50,827	1,003,407	1,035,314	96.92%
<i>Renewal and Replacement Revenue Total</i>	147,561	147,561	147,561	147,561	147,561	147,561	147,561	147,561	147,561	147,561	147,561	147,561	1,770,732	1,770,734	100.00%
<i>Expansion Revenue Total</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!
<i>Misc./Interest Income</i>	8,802.00	6,815.00	15,250.00	1,076.00	14,361.00	10,120.00	2,169.00	2,214.00	4,027.00	3,170.00	3,677.00	4,280.00	75,961	9600	7.912604
<b>Expenses Total</b>	668,166	634,528	703,844	596,455	475,599	473,445	417,957	422,396	540,636	309,733	378,016	545,988	6,166,763	6,997,667	88.13%
<i>Fixed O&amp;M Expenses</i>	467,768	267,751	248,790	284,552	237,406	290,364	225,527	254,693	251,887	235,924	295,267	416,339	3,476,268	3,902,353	89.08%
<i>Variable O&amp;M Expenses</i>	39,427	46,814	57,795	99,233	160,674	181,151	131,727	149,389	175,039	72,488	35,233	106,683	1,255,653	1,035,314	121.28%
<i>Energy Expenses</i>	4,140	15,452	9,644	3,855	11,330	5,199	10,135	10,095	9,096	10,496	4,617	30,263	124,322	54,714	227.22%
<i>Chemical Expenses</i>	35,287	31,362	48,151	95,378	149,344	175,952	121,592	139,294	165,943	61,992	30,616	76,420	1,131,331	980,600	115.37%
<i>Renewal and Replacement Expenses</i>	160,971	319,963	397,259	212,670	77,519	1,930	60,703	18,314	113,710	1,321	47,516	22,966	1,434,842	2,060,000	69.65%
<i>Expansion Expenses</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	#DIV/0!

**Reserves**



Emergency Reserve Fund Balance end of Dec.  
 Minimum Emergency Reserve Target  
 +/- Target

1,710,809
1,234,417
476,392

1,153,448
500,000
653,448

(4,900)
-
(4,900)

# Soldier Canyon Water Treatment Authority

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

***Thursday, February 9, 2023***

- Engineering Consultant RFP for 20-Year Master Plan is out. February 28<sup>th</sup> closing data. Canvassed 10 firms – 5 firms interested – HDR, Jacobs, Stantec, Merrick, Burns McDonnell, and Carrollo.
- Construction Contractor - Filters 5 to 8 Rehabilitation & Standby Generator RFP closing is today, February 9<sup>th</sup>.
- Personnel:
  - Maintenance – Hired Kent Janicke.
  - Operator Trainee – Offered to a candidate.
- Staff Training :
  - Schneider PLC programming language
  - New Operators attended Operator Short School
- Talked to Brian Hood with CSU – Still no movement or decisions on CPW land to north – Pledged to bring up issue at next land committee meeting.
- LETA 911 – Coordinating with City of Fort Collins and LETA 911 on common messaging and public notification in case of a major chlorine leak – required by EPA.
- Connexion broadband internet – coordinating to see if we can get fiber broad band to the Plant – tie into existing fiber feed to Fort Collins Plant.
- Projects:
  - Work on repairing cracks in filter walls by front entrance.
  - On schedule for PVP Screen communications upgrade and Filters 5-8 PLC replacement.
  - Cataloging warranty repair work for the expansion.



# SOLDIER CANYON FILTER PLANT

## 3 YEAR COMPARITIVE USAGE

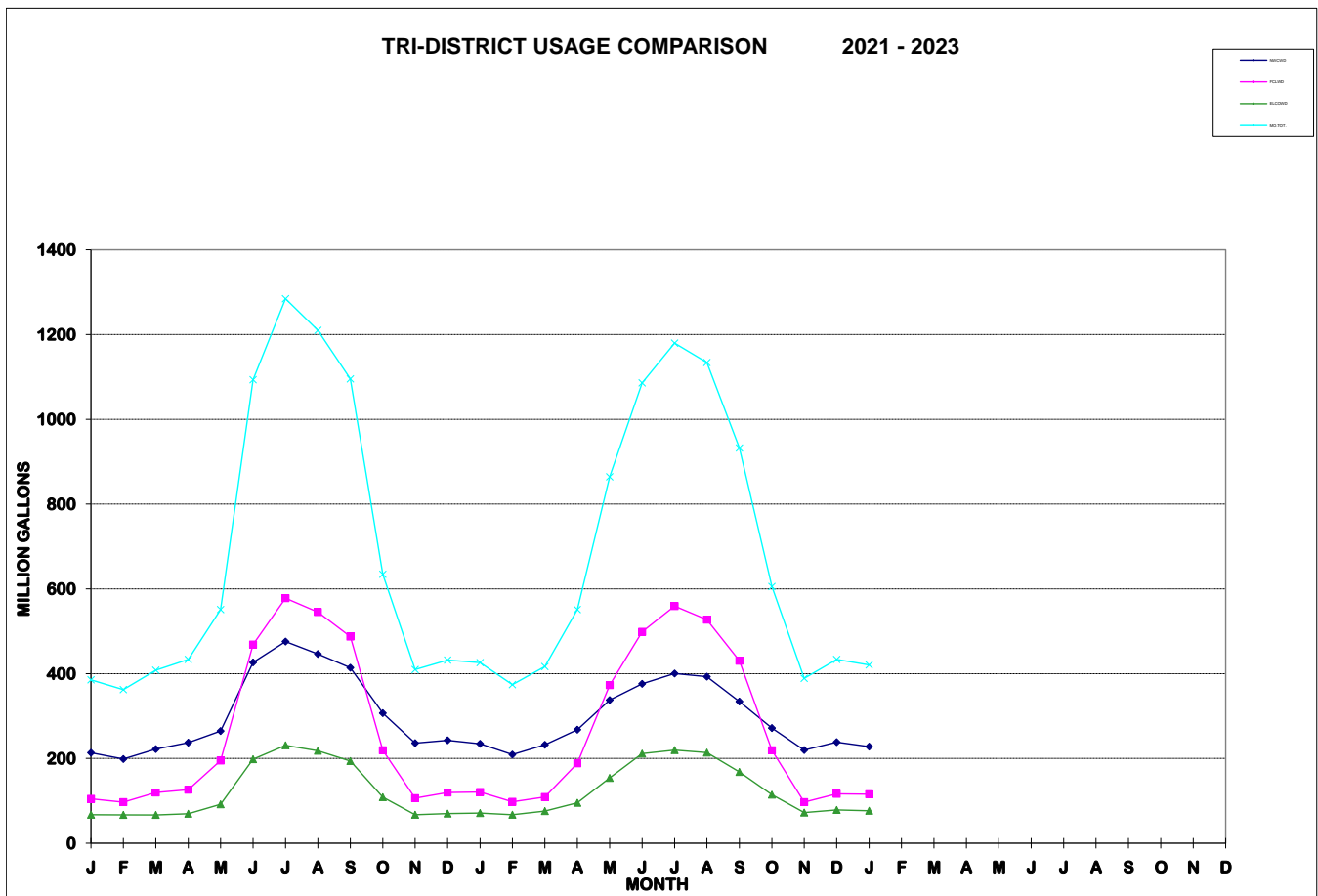
### TRI-DISTRICTS

2021 - 2023

Oct. 6th, 7th & 8th 2020 - NW & ELCO took water from Greeley

[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	227.989	104.782	120.573	115.835	67.179	71.023	76.539	385.193	426.025	420.363
FEB.	198.610	209.077		96.767	97.666		66.857	67.231		362.234	373.974	0.000
MAR.	221.902	232.206		119.593	108.830		66.593	75.633		408.088	416.669	0.000
APR.	237.188	267.526		126.389	188.202		69.689	95.364		433.266	551.092	0.000
MAY	264.431	337.491		195.029	372.881		91.809	153.949		551.269	864.321	0.000
JUN.	426.419	375.998		468.780	498.690		198.058	211.301		1093.257	1085.989	0.000
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	227.989	3166.621	3336.412	115.835	1448.963	1540.986	76.539	8298.824	8391.328	420.363



## Tri-Districts Monthly Flows (MGD)

January 2023

HT 1st Reading	2/1/2023	15017516
HT 1st Reading	1/1/2023	14597773

### Total 24-hour District Flows (MGD)

### SCFP Influent Flows (MGD)

	ELC TOT	FCL TOT	NWC TOT	Dist Total Flow	SCFP Daily Peak Flow	HT Flow	PV Flow	Total Influent Flow
1/1/2023	2.116	3.433	7.402	12.951	17.580	14.037	0.000	14.037
1/2/2023	2.765	2.656	7.500	12.921	17.970	12.687	0.000	12.687
1/3/2023	2.448	3.315	7.554	13.317	17.090	13.573	0.000	13.573
1/4/2023	2.196	3.018	7.790	13.004	17.570	13.699	0.000	13.699
1/5/2023	2.582	3.038	7.004	12.624	17.260	13.268	0.000	13.268
1/6/2023	2.826	2.730	7.755	13.311	17.720	12.974	0.000	12.974
1/7/2023	2.222	3.318	6.871	12.411	17.840	14.866	0.000	14.866
1/8/2023	2.675	3.065	7.452	13.192	17.690	12.555	0.000	12.555
1/9/2023	2.216	2.786	7.407	12.409	17.650	13.573	0.000	13.573
1/10/2023	2.362	3.336	6.816	12.514	15.270	12.412	0.000	12.412
1/11/2023	2.568	2.921	7.438	12.927	15.600	12.953	0.000	12.953
1/12/2023	2.636	2.879	7.402	12.917	15.380	12.538	0.000	12.538
1/13/2023	2.227	2.762	6.974	11.963	19.950	14.388	0.000	14.388
1/14/2023	2.551	3.100	7.105	12.756	17.460	12.440	0.000	12.440
1/15/2023	2.474	2.942	6.863	12.279	15.170	12.530	0.000	12.530
1/16/2023	2.289	3.133	7.540	12.962	15.270	12.898	0.000	12.898
1/17/2023	2.610	3.143	8.845	14.598	23.130	15.948	0.000	15.948
1/18/2023	2.377	2.536	6.102	11.015	15.330	11.322	0.000	11.322
1/19/2023	2.328	2.995	7.474	12.797	16.190	13.103	0.000	13.103
1/20/2023	1.942	3.212	6.305	11.459	15.250	11.814	0.000	11.814
1/21/2023	2.461	2.763	7.233	12.457	17.810	13.048	0.000	13.048
1/22/2023	2.581	3.513	6.694	12.788	15.170	12.548	0.000	12.548
1/23/2023	1.954	3.881	7.723	13.558	18.030	14.076	0.000	14.076
1/24/2023	2.536	4.353	6.727	13.616	17.670	15.517	0.000	15.517
1/25/2023	2.544	5.520	7.393	15.457	15.120	14.893	0.000	14.893
1/26/2023	1.991	4.705	7.184	13.880	17.500	14.065	0.000	14.065
1/27/2023	2.508	4.776	6.626	13.910	17.610	14.408	0.000	14.408
1/28/2023	1.996	4.510	5.806	12.312	17.690	15.053	0.000	15.053
1/29/2023	1.372	5.305	6.609	13.286	17.410	14.113	0.000	14.113
1/30/2023	1.810	5.209	3.248	10.267	17.630	14.977	0.000	14.977
1/31/2023	1.825	4.094	3.590	9.509	17.360	14.088	0.000	14.088
Minimum	1.372	2.536	3.248	9.509	15.120	11.322	0.000	11.322
Maximum	2.826	5.520	8.845	15.457	23.130	15.948	0.000	15.948
Average	2.322	3.514	6.917	12.754	17.141	13.560	0.000	13.560
Metered Usage	<b>71.988</b>	<b>108.947</b>	<b>214.432</b>	<b>395.367</b>		<b>420.364</b>	<b>0.000</b>	<b>420.364</b>
% Used	18.21	27.56	54.24	100.00				
MG Difference	4.551	6.888	13.557	24.997				
<b>Total Usage</b>	<b>76.539</b>	<b>115.835</b>	<b>227.989</b>	<b>420.364</b>				
						<b>Influent-Effluent Difference (MG)</b>		<b>24.997</b>
						<b>Influent-Effluent Difference (%)</b>		<b>5.95</b>

### Soldier Canyon Water Treatment Authority - Treatment Capacity Share

District	Capacity Allocation (MGD)	Treatment Capacity Share (%)
ELCO	13.719	22.865 %
FCLWD	23.043	38.405 %
NWCWD	23.238	38.730 %
<b>TOTAL</b>	<b>60.000</b>	<b>100.000 %</b>

**DRAFT – September 6, 2022 – DRAFT**  
**Discussion Purposes Only**

**AGREEMENT REGARDING THE PLEASANT VALLEY PIPELINE  
MUNROE TURNOUT SCREEN AND SEDIMENTATION BASIN**

**(Fort Collins, Tri-Districts, and Soldier Canyon Authority)**

This Agreement is entered into by and between the following Parties:

- City of Fort Collins, Colorado, a home rule municipality (“Fort Collins”);
- East Larimer County Water District, a political subdivision of the State of Colorado (“ELCO”);
- Fort Collins-Loveland Water District, a political subdivision of the State of Colorado (“FCLWD”);
- North Weld County Water District, a political subdivision of the State of Colorado (“NWCWD”); and
- Soldier Canyon Water Treatment Authority, a political subdivision of the state of Colorado (“Soldier Canyon Authority” as that term is further described in Recital C).

ELCO, FCLWD, and NWCWD are collectively referred to as the “Tri-Districts.”

**RECITALS**

A. Fort Collins is a home rule municipality that owns and operates Fort Collins Utilities, which delivers potable water to customers in its water service area.

B. The Tri-Districts are each special districts formed under Title 32 of the Colorado Revised Statutes that deliver potable water to customers in their respective service areas.

C. The Tri-Districts formed the Soldier Canyon Authority through the *Soldier Canyon Water Treatment Authority Creation Agreement*, effective date February 1, 2017. The Soldier Canyon Authority is the successor to previous arrangements for water treatment among the Tri-Districts, including the Soldier Canyon Filter Plant, a political subdivision and public corporation of the State of Colorado. All such entities are collectively referred to herein as the “Soldier Canyon Authority.”

D. The Northern Colorado Water Conservancy District (“Northern Water”) owns the Pleasant Valley Pipeline Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§37-45.1-101 *et seq.* (“PVP Enterprise”).

E. The PVP Enterprise owns the Pleasant Valley Pipeline (“PVP”), which was completed in 2004. Fort Collins<sup>1</sup> and the Soldier Canyon Authority (as the successor to the Soldier Canyon

---

<sup>1</sup> Fort Collins has an Allotment Contract with the PVP Enterprise, with the original contract dated February 28, 2003, an amendment dated May 30, 2006, and a supplement dated January 20, 2014 (collectively, “Fort Collins’ Allotment Contract”).

**Commented [EP1]:** We would suggest this addition to the title for clarity.

**Commented [EP2]:** We suggest this additional language to tie this defined term to Recital C and Scott H’s helpful additional language, which ties together the current Solider Canyon Authority to its predecessors.

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Filter Plant)<sup>2</sup> each have allotment contracts with the PVP Enterprise. Among other things, such allotment contracts include rights to use the Munroe Canal and the PVP.

F. Fort Collins and the Soldier Canyon Authority each use the PVP by diverting water from the Cache la Poudre River (“Poudre River”) at the Munroe Canal diversion, from which the water is conveyed down the canal to a turnout (“Munroe Turnout”), from which the water is delivered into the PVP, from which the water is delivered to Fort Collins’ and the Soldier Canyon Authority’s respective water treatment plants.<sup>3</sup>

G. In 2008, Fort Collins and the Soldier Canyon Authority shared equal costs to purchase and install a mechanical screen and associated appurtenances (“Screen”) at the Munroe Turnout/head of the PVP. Operations and maintenance costs for the Screen have been informally equally shared informally between Fort Collins and the Soldier Canyon Authority since 2008. It is also the intent of this Agreement to include the allocation of future operations and maintenance and capital costs for the Screen as an equal 50%/50% share between Fort Collins and the Soldier Canyon Authority respectively.

**Commented [EP3]:** We would propose adding "and associated appurtenances" to avoid future folks arguing that the cost share is just the screen itself. We think this is likely the intent, and simply wanted to clarify the language.

G.H. In the summer and fall of 2012, the High Park Fire burned significant portions of the Poudre River basin above the Munroe Canal diversion. Following the winter of 2012-2013, runoff from the burnt areas adversely affected water quality in the Poudre River, including the quality of water Fort Collins and the Soldier Canyon Authority intended to divert into the Munroe Canal for delivery into the PVP.

**Commented [EP4]:** This is the additional paragraph from Scott H. We like the paragraph, and would suggest moving it up in the order of the paragraphs so that it is chronological.

Note that I turned off Track Changes when I moved this paragraph only. That way it is not shown as a new paragraph by me. All other changes are tracked.

H.I. In or around 2013, Fort Collins determined that a sedimentation basin and associated appurtenances located just below the turnout from the Munroe Canal and above the head of the PVP (“Sedimentation Basin”) would help address some of the water quality issues being experienced, including by allowing sediment and other particulates in the water to settle and be filtered out before the water is delivered into the PVP. Fort Collins further determined that, due to the High Park Fire impacts, time was of the essence to complete and begin operating the Sedimentation Basin.

**Commented [EP5]:** We would propose adding "and associated appurtenances" to avoid future folks arguing that the cost share is just the basin itself. We think this is likely the intent, and simply wanted to clarify the language.

H.J. Fort Collins designed the Sedimentation Basin in or around 2013-2014 and constructed it in 2014 at a cost of \$1,703,902. At that time, and for the purposes of the design and construction of the Sedimentation Basin, it was understood among the Parties that Fort Collins would be responsible for 53% of the costs, ELCO would be responsible for 11% of the costs, FCLWD would be responsible for 18% of the costs, and NWCWD would be responsible for 18% of the costs. ELCO paid the City its full 11% and FCLWD paid the City a portion of its 18%. The costs, percentages of responsibilities, and amounts paid and owed and summarized below.

<sup>2</sup> The Soldier Canyon Water Treatment Authority as successor in interest to the Soldier Canyon Filter Plant has an Allotment Contract with the PVP Enterprise, with the original contract dated February 28, 2003, an amendment dated October 2, 2012 and supplement dated February 10, 2014 (collectively, “Soldier Canyon Authority’ Allotment Contract”).

<sup>3</sup> The City of Greeley also uses portions of the PVP in a distinct manner, though such use is not the subject of this Agreement, in part, because the City of Greeley does not use the Sedimentation Basin.

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	<b>Percentage Responsibility</b>	<b>Cost Responsibility</b>	<b>Amount Paid to Fort Collins</b>	<b>Amount Owed to Fort Collins</b>
<b>Fort Collins</b>	53%	\$895,554	---	---
<b>ELCO</b>	11%	\$183,376	\$183,376	\$0
<b>FCLWD</b>	18%	\$312,081	\$150,000	\$162,081
<b>NWCWD</b>	18%	\$312,081	\$0	\$312,081
<b>Total</b>	100%	\$1,703,092	---	---

~~J.K.~~ The Sedimentation Basin is located on land owned by Northern Water, which the PVP Enterprise is entitled to use.<sup>4</sup> Fort Collins and the Solider Canyon Authority each have various licenses, access rights, and other rights to the Sedimentation Basin pursuant to their respective Allotment Contracts, specifically their respective 2014 supplements to their respective Allotment Contracts.

~~K.L.~~ Since its construction, Fort Collins, the Tri-Districts, and the Soldier Canyon Authority have benefitted from the Sedimentation Basin. Fort Collins, the Tri-Districts, and the Soldier Canyon Authority have also gained operational experience regarding the maintenance and operation of the Sedimentation Basin.

~~M.~~ As set forth in this Agreement, Fort Collins, the Tri-Districts, and the Soldier Canyon Authority now desire to complete payment for the design and construction of the Sedimentation Basin and to formalize their ongoing use and operation and maintenance of the Sedimentation Basin.

~~L.~~

~~M.N.~~ As governmental entities, the Parties are authorized into enter into the following intergovernmental agreement pursuant to C.R.S. §29-1-203.

**AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **Payment for Design and Construction Costs for the Sedimentation Basin.** As described in Recital I above, the Parties desire to resolve all outstanding costs for the design and construction of the Sedimentation Basin.

2.1. FCLWD therefore agrees to pay Fort Collins \$162,081 within 28 days of the date on which the last of the Parties executes ~~of~~ this Agreement.

<sup>4</sup> Northern Water was the grantor and the PVP Enterprise was the grantee in the *Non-Exclusive Perpetual Easement*, dated January 10, 2014, recorded with the Larimer County Clerk and Recorder at Reception No. 20140004103 on January 24, 2014.

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2.2. NWCWD therefore agrees to pay Fort Collins \$312,081 within 28 days of the date on which the last of the Parties executes of this Agreement.

3. **Capacity of the Sedimentation Basin.** The Parties desire to clarify their respective rights to use the Sedimentation Basin.

~~3.1.~~ **First Priority.** Fort Collins and the Tri-Districts (through the Soldier Canyon Authority) shall have a co-equal first priority to use the following percentages of the capacity of the Sedimentation Basin.

Fort Collins	Soldier Canyon Authority		
	ELCO	FCLWD	NWCWD
53%	11%	18%	18%

~~3.2.3.1.~~ **Second Priority.** If Fort Collins, ELCO, FCLWD, or NWCWD are not using their respective full capacityies in the Sedimentation Basin, the other Parties may use such unused capacity. If more than one Party desires to use the unused capacity of another Party, the unused capacity shall be divided equally among the Parties desiring to use the unused capacity.<sup>5</sup>

4. **Ownership Interests in the Sedimentation Basin.**

~~4.4.1.~~ **Sedimentation Basin.** To the extent that Fort Collins and the Tri-Districts (through the Soldier Canyon Authority) have an ownership interest in the Sedimentation Basin under their Allotment Contracts with the PVP Enterprise, specifically under their 2014 supplements to their respective Allotment Contracts, ~~#their ownership interest~~ shall be as joint tenants in the following percentages:

Fort Collins	Soldier Canyon Authority		
	ELCO	FCLWD	NWCWD
53%	11%	18%	18%

~~4.2.~~ **Screen.** To the extent that Fort Collins and the Tri-Districts (through the Soldier Canyon Authority) have an ownership interest in the Screen, their ownership interest shall be an equal 50%/50% share between Fort Collins and the Soldier Canyon Authority.

5. **Operation and Maintenance of the Sedimentation Basin and Screen.**

~~5.1.~~ **Responsibility for Operation and Maintenance Costs.**

<sup>5</sup> For example and illustrative purposes only, consider a hypothetical scenario where Fort Collins is only using 23% of its 53% capacity in the Sedimentation Basin. If ELCO desires to use Fort Collins' unused 30% capacity, it may do so. If ELCO and FCLWD both desire to use Fort Collins' unused 30% capacity, they may each use 15% of the unused capacity. If ELCO, FCLWD, and NWCWD desire to use Fort Collins' unused 30% capacity, they may each use 10% of the unused capacity.

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Commented [EP6]: We would suggest adding this for completeness, even if it is a relatively minor issue.

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5.1.1. Sedimentation Basin. Except as otherwise expressly agreed to by the Parties in writing, the responsibility for all operation, maintenance, repair, and replacement costs for the Sedimentation Basin shall be the percentages set forth in Paragraph 4 above.

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~~5.1.~~5.1.2. Screen. All operation, maintenance, repair, and replacement costs for the Screen shall be shared 50% Fort Collins and 50% Soldier Canyon Authority.

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5.2. **Annual Operating Plan.** The PVP, Screen, and Sedimentation Basin are typically operated between April 1<sup>st</sup> and October 31<sup>st</sup> (“Operating Year”). Before April 1<sup>st</sup> of each Operating Year, Fort Collins and the Soldier Canyon Authority will prepare an Annual Operating Plan. It is not a requirement of this Agreement that the Annual Operating Plan be formally signed by Fort Collins and the Soldier Canyon Authority to be approved for the Operating Year; however, some form of written documentation (e.g., an email) is required. Fort Collins and the Soldier Canyon Authority must approve the Annual Operating Plan for it to be effective for the Operating Year. If an Annual Operating Plan is not approved by Fort Collins and the Soldier Canyon Authority, nothing herein shall preclude Fort Collins or the Soldier Canyon Authority from performing any or all of the tasks contemplated under the Annual Operating Plan. The Annual Operating Plan must be consistent with the terms and conditions of this Agreement.

**Commented [EP7]:** We would suggest these subparagraphs for clarity.

**Commented [EP8]: Explanatory Note:** This is a flexible approach that is currently being used in the Upper and Lower Poudre Water Quality Monitoring Agreements. We understand this approach to be successful so far.

**Commented [MK9]:** I agree

Each Annual Operating Plan will include:

- 1) Plans for when Fort Collins and the Soldier Canyon Authority intend to begin and end using the Sedimentation Basin and Screen.
- 2) Plans for access to the Sedimentation Basin and Screen, including potential coordination with Northern Water and the PVP Enterprise.
- 3) Plans for any capital or other projects to work on the Sedimentation Basin, and/or Screen including potential coordination with Northern Water and the PVP Enterprise.
- 4) Plans for cleaning and maintaining the Sedimentation Basin and Screen, including but not limited to: checking water levels; cleaning screens and filters; managing vegetation growth; and removing solids and otherwise cleaning the Sedimentation Basin and its related infrastructure.
- 5) Plans for communications regarding use of the Sedimentation Basin and Screen.
- 6) Plans for sharing costs and invoices for work to be completed on the Sedimentation Basin and Screen. Any work or improvement that incurs a cost should be agreed by all Parties before the commencement of work.

5.3. **Standard Operating Procedures.** The Parties may individually or jointly develop standard operating procedures (“SOPs”) to facilitate the implementation of this Agreement. Any such SOPs must be consistent with this Agreement and shall not amend or alter any terms of this Agreement.

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5.4. **Invoices.** The Parties may invoice each other for work on the Sedimentation Basin and Screen. Any such invoices shall include, at minimum, evidence of the amount of the total costs and the calculations for the allocation of costs pursuant to Paragraph 5.1.

6. **Northern Water and the PVP Enterprise**. Northern Water and the PVP Enterprise have been afforded the timely opportunity to review this Agreement prior to its execution. The Parties acknowledge and agree that review of this Agreement by Northern Water and the PVP Enterprise does not bind them to any provisions or representations in this Agreement. Any representations made in this Agreement, including its recitals, are solely between the Parties themselves and not Northern Water or the PVP Enterprise.

**Commented [EP10]: Note:** If we are comfortable with this approach, we will need to build in time for Northern Water to review a draft.

**Commented [MK11]:** I agree that Northern should review 1st.

7. **No Amendments to Allotment Contracts or Other Agreements.** Nothing in this Agreement shall be interpreted to amend Fort Collins' and the Soldier Canyon Authority's Allotment Contracts with the PVP Enterprise, or any other agreement involving the Parties, including the *Agreement Between the North Poudre Irrigation Company and the City of Fort Collins, the Fort Collins-Loveland Water District, the East Larimer County Water District and the North Weld County Water District Regarding Use of the Munroe Canal*, dated October 18, 2019.

8. **Fiscal Contingency.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the Parties in fiscal years after the initial fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with the Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement. The failure of a Party to appropriate such funds shall be grounds for termination of this Agreement as to such Party upon written notice pursuant to Paragraph 13.

9. **Alternative Dispute Resolution.** In the event of any dispute or claim arising under this Agreement, the Parties will use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 28 days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado upon which the Parties can agree. Such mediation will be conducted within 63 days following either Party's written request therefor. If such dispute or claim is not settled through mediation, then any pParty may initiate a civil action in the District Court for Larimer County.

10. **No Third-Party Beneficiaries.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

11. **Governing Law and Enforceability.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties recognize that the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, as well as the Parties'



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respective bylaws, city charters and codes, and rules and regulations, impose certain legal constraints on each Party and that the Parties intend to carry out the terms and conditions of this Agreement subject to those constraints. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

12. **Waiver.** A waiver of a breach of any of the provisions of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement. Nothing in this Agreement shall be construed as any waiver of governmental immunity of the Parties who are governments or any other governmental provisions of State law. Specifically, by entering into this Agreement, neither Party waives the monetary limitations on liability or any other rights, immunities, or protections provided by the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any successor or similar statutes of the State of Colorado.

13. **Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given (i) when personally delivered; (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; (iii) on the date and at the time shown on the electronic mail if sent by electronic transmission at the e-mail addresses set forth below and receipt of such electronic mail is acknowledged by the intended recipient thereof; or (iv) after the lapse of five business days following mailing by certified mail-return receipt requested, postage prepaid, addressed as follows:

- |                  |   |
|------------------|---|
| To Fort Collins: | City Manager<br>City Hall West<br>300 LaPorte Avenue; P.O. Box 580<br>Fort Collins, Colorado 80522-0580   |
| With copy to:    | Fort Collins City Attorney<br>300 LaPorte Avenue; P.O. Box 580<br>Fort Collins, Colorado 80522-0580<br>epotyondy@fcgov.com  |
| and:             | Fort Collins Utilities<br>Attn: Director of Plant Operations<br>4316 LaPorte Ave.<br>Fort Collins, Colorado 80521   |
| To ELCO:         | East Larimer County Water District<br>Attn: District Manager<br>232 S. Link Lane (Zip Code: 80524)<br>P.O. Box 2044<br>Fort Collins, Colorado 80522<br>Telephone: (970) 493-2044<br>mikes@elcowater.org |
| To FCLWD:        | Fort Collins-Loveland Water District  |

**Commented [EP12]:** Note: Please complete missing contact information below and check existing contact information.

**Commented [MK13]:** done

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Attn: District Manager  
5150 Snead Drive  
Fort Collins, Colorado 80525  
Telephone: (970) 226-3104  
[cpletcher@fclwd.com](mailto:cpletcher@fclwd.com)

To NWCWD: North Weld County Water District  
Attn: District Manager  
32825 CR 39  
P.O. Box 56  
Lucerne, Colorado 80646  
Telephone: (970) 356-3020  
[waterereckentine@nwcwd.org](mailto:waterereckentine@nwcwd.org)

To Soldier Canyon Authority: \_\_\_\_\_Soldier Canyon Water  
Treatment Authority  
  
\_\_\_\_\_ Attn: Authority Manager \_\_\_\_\_  
\_\_\_\_\_ 4424 LaPorte Ave  
\_\_\_\_\_ Fort Collins, CO 80521  
\_\_\_\_\_ Telephone: (970) 482-3143  
\_\_\_\_\_ mkempton@soldiercanyon.com

14. **Construction.** This Agreement shall be construed according to its fair meaning as it was prepared by the Parties. Headings in this Agreement are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this Agreement.
15. **Representations.** Each Party represents to the other parties that it has the power and authority to enter into this Agreement and the individual signing below on behalf of that Party has the authority to execute this Agreement on its behalf and legally bind that Party.
16. **Assignment.** No Party may assign any rights or delegate any duties under this Agreement without the written consent of all other Parties.
17. **Severability.** If any provision of this Agreement shall prove to be illegal, invalid, unenforceable or impossible of performance, the remainder of this Agreement shall remain in full force and effect.

**[Remainder of Page Intentionally Blank]**

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**CITY OF FORT COLLINS, COLORADO, a home-rule city**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly DiMartino, City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

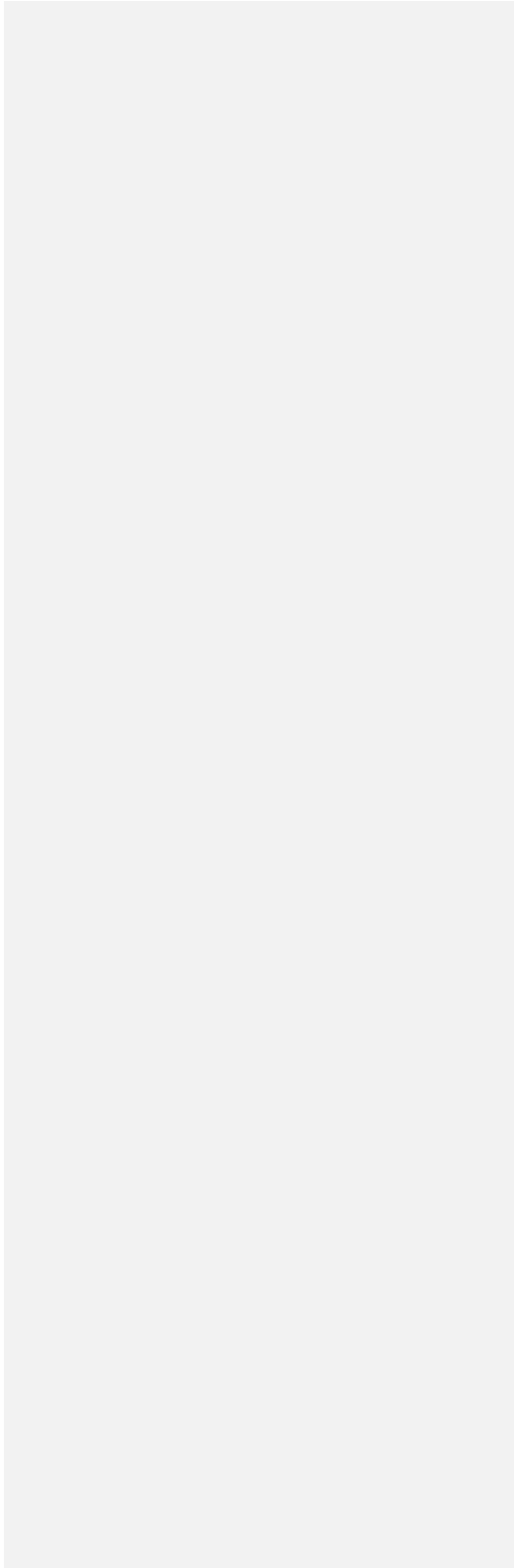
By: \_\_\_\_\_  
Eric R. Potyondy, Assistant City Attorney II

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**EAST LARIMER COUNTY WATER DISTRICT, a political subdivision of the State of Colorado**

By: \_\_\_\_\_  
Mike Scheid, General Manager

Date: \_\_\_\_\_



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**FORT COLLINS-LOVELAND WATER DISTRICT, a political subdivision of the State of Colorado**

By: \_\_\_\_\_  
Chris ~~Matkins~~Pletcher, General Manager

Date: \_\_\_\_\_

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**NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado**

By: \_\_\_\_\_  
Eric Reckentine, General Manager

Date: \_\_\_\_\_

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**SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision of the State of Colorado**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Kempton, Authority Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_