

**Agenda Item:** Consent Agenda - e.

**Meeting Date:** August 8, 2022

**Subject:** Fifth Addendum to the Agreement with Central Weld County Water District

**Staff Member:** A.J. Euckert, City Manager

e. **Resolution 22-60**, approving a Fifth Addendum to the Agreement between the City of Dacono and Central Weld County Water District concerning domestic potable water service.

**Background:** As a component of pursuing additional water sources for the City's anticipated growth and development, we are also working with our current water provider, Central Weld County Water District (CWCWD), to ensure their existing water treatment and delivery systems remain adequate.

This amendment will reduce the system loss percentage by 5%, which is applied to the dedication required for the City-owned water in our original Agreement with CWCWD.

This will have the practical effect of stretching our existing water portfolio a little further because it would not otherwise be attributed to system loss.

**Recommended Action:** Consideration and approval of Resolution 22-60, approving a Fifth Addendum to the Agreement between the City of Dacono and Central Weld County Water District concerning domestic potable water service.

**RESOLUTION NO. 22-60**

**A RESOLUTION APPROVING A FIFTH ADDENDUM TO THE AGREEMENT  
BETWEEN THE CITY OF DACONO AND CENTRAL WELD COUNTY WATER  
DISTRICT CONCERNING DOMESTIC POTABLE WATER SERVICE**

**WHEREAS**, the District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water to the customers of the District for domestic purposes, in the State of Colorado, including the City; and

**WHEREAS**, the City currently receives its potable water supply exclusively from the District for delivery through the City's water delivery system to water users within the City under the Agreement; and

**WHEREAS**, the Parties have previously entered into and executed various addendums to the Agreement; and

**WHEREAS**, the Parties desire to amend the amount of raw water requirements in Section 6 of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The Fifth Addendum is hereby approved in the form that accompanies this Resolution.

**Section 2.** The Mayor is hereby authorized to execute the Fifth Addendum presented to the City in the approved form without further action by the City Council, and is further authorized to negotiate and approve on behalf of the City such revisions to the Addendum as the Mayor and Special Counsel for water matters determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Addendum are not altered.

INTRODUCED, READ, and ADOPTED this 8<sup>th</sup> day of August, 2022.

CITY OF DACONO, COLORADO

\_\_\_\_\_  
Adam Morehead, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Taylor, City Clerk

**FIFTH ADDENDUM TO AGREEMENT BETWEEN THE CITY OF DACONO AND  
CENTRAL WELD COUNTY WATER DISTRICT CONCERNING DOMESTIC  
POTABLE WATER SERVICE**

THIS FIFTH ADDENDUM TO AGREEMENT BETWEEN THE CITY OF DACONO AND CENTRAL WELD COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER SERVICE is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF DACONO** (the “City”) and **CENTRAL WELD COUNTY WATER DISTRICT** (the “District”), and amends and supplements the Agreement Between the City of Dacono and Central Weld County Water District Concerning Domestic Potable Water Service dated November 9, 1987 (the “Agreement”) between the City and the District. The City and the District may be referred to herein collectively as “the Parties.”

**BACKGROUND**

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water to the customers of the District for domestic purposes, in the State of Colorado, including the City; and

B. The City receives its potable water supply exclusively from the District for delivery through the City’s water delivery system to water users within the City under the Agreement; and

C. The Parties have previously entered into and executed various addendums to the Agreement (the “Addendums”); and

D. The Parties desire to amend the amount of raw water requirements in Section 6 of the Agreement.

**AGREEMENT:**

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background.** The foregoing Background provisions constitute substantive terms of this Agreement and are incorporated in to this Agreement by this reference.

2. **Raw Water Requirements.** The last sentence of the first paragraph of Section 6 of the Agreement, entitled “Raw Water Requirements” is hereby amended as follows: Said CBT or WG water transferred to DISTRICT for treatment and delivery shall be 115% of total water metered at the CITY’s mater meter(s) and additional water to provide for normal increase in usage and anticipated new customers.

The remainder of Section 6 of the Agreement shall remain unchanged.

Except as modified by this Fifth Addendum, the Parties reaffirm the Agreement and the Addendums.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Fifth Addendum to Agreement Between the City of Dacono and Central Weld County Water District Concerning Domestic Potable Water Service to be executed effective the day, month and year first written above.

CITY OF DACONO

ATTEST:

By: \_\_\_\_\_  
Adam Morehead, Mayor

\_\_\_\_\_  
Valerie Taylor, City Clerk

CENTRAL WELD COUNTY  
WATER DISTRICT:

ATTEST:

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

\_\_\_\_\_  
Secretary