

RESOLUTION NO. 13 - 24

A RESOLUTION AUTHORIZING AND DIRECTING THE CHIEF EXECUTIVE OFFICER OF COLORADO SPRINGS UTILITIES TO ENTER INTO AN ADDENDUM TO THE AGREEMENT FOR CONVEY, TREAT, AND DELIVER REGIONAL WATER SERVICE BETWEEN COLORADO SPRINGS UTILITIES AND TRIVIEW METROPOLITAN DISTRICT

WHEREAS, City Code §12.4.304 and Colorado Springs Utilities' Tariffs allow Colorado Springs Utilities to provide by contract for the use of or connection to its water supply system by institutions, plants, districts, governments, municipal corporations, or other similar users located outside the corporate limits of the City; and

WHEREAS, Triview Metropolitan District is a Colorado metropolitan district authorized under C.R.S. §32-1-1001 et seq., that provides water, wastewater, and stormwater services to a 2,590 acre service area with approximately 2,100 taps in the Colorado Springs metropolitan area in northern El Paso County; and

WHEREAS, Colorado Springs Utilities and Triview Metropolitan District entered into an Agreement for Convey, Treat and Deliver Regional Water Service dated April 12, 2023; and

WHEREAS, Article III.F of the Agreement for Convey, Treat and Deliver Regional Water Service limits Triview Metropolitan District's use of water delivered under the Agreement to: (1) serve properties located within its existing service area; (2) the current residential, commercial, industrial and contract customers of District; and (3) the Forest Lakes Metropolitan District; and

WHEREAS, Triview Metropolitan District has requested that Article III.F of the Agreement for Convey, Treat and Deliver Regional Water Service be amended to allow the use the water delivered under the Agreement to serve: (1) properties that are added to Triview Metropolitan District's Service Area in the future; (2) new residential, commercial and industrial customers located within Triview Metropolitan District's Service Area; (3) certain properties located outside of Triview Metropolitan District's Service Area; and (4) the Town of Monument in addition to the Forest Lakes Metropolitan District; and

WHEREAS, Colorado Springs Utilities requests that City Council authorize and direct the Chief Executive Officer of Colorado Springs Utilities to execute an addendum to the Agreement for Convey, Treat and Deliver Regional Water Service that accommodates Triview Metropolitan District's request.

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

Section 1. City Council finds that it is in the best interest of the City and the surrounding community for Colorado Springs Utilities to enter into such an addendum to the Agreement for Convey, Treat and Deliver Regional Water Service.

Section 2. The Chief Executive Officer of Colorado Springs Utilities is authorized and directed to enter into an addendum to the Agreement for Convey, Treat, and Deliver Regional Water Service with Triview Metropolitan District in a form substantially similar to that attached hereto.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

Dated at Colorado Springs, Colorado this 13th day of February 2024.



Randy Helms, Council President

ATTEST:


Sarah B. Johnson, City Clerk



**ADDENDUM TO AGREEMENT BETWEEN COLORADO SPRINGS UTILITIES AND
TRIVIEW METROPOLITAN DISTRICT FOR
CONVEY, TREAT, AND DELIVER REGIONAL WATER SERVICE**

THIS **ADDENDUM**, herein after the “Addendum,” is made and entered into by and between Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home-rule city and municipal corporation, hereinafter called “UTILITIES,” and Triview Metropolitan District, hereinafter called the “DISTRICT.”

RECITALS

- A. UTILITIES and DISTRICT entered in to a Convey, Treat and Deliver Regional Water Service Agreement dated April 12, 2023 (“Agreement”).
- B. Article III.F of the Agreement limits DISTRICT’S use of water delivered under the Agreement to: (1) serve properties located within DISTRICT’s existing service area; (2) the current residential, commercial, industrial and contract customers of DISTRICT; and (3) the Forest Lakes Metropolitan District (“FLMD”).
- C. DISTRICT has requested that UTILITIES agree to amend Article III.F of the Agreement to allow DISTRICT to use the water delivered under the Agreement to serve (1) properties that are added to DISTRICT’s Service Area in the future; (2) new residential, commercial and industrial customers located within DISTRICT’s Service Area; (3) certain properties located outside of DISTRICT’S Service Area; and (4) the Town of Monument in addition to FLMD.
- D. UTILITIES is willing and able to amend Article III.F of the Agreement as requested by DISTRICT.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE FOREGOING REPRESENTATIONS, IT IS AGREED AS FOLLOWS:

1. ARTICLE III.F is hereby replaced in its entirety with the following:

F. Use of Water: The DISTRICT agrees not to use the water provided pursuant to this Agreement, directly or indirectly, to furnish water outside the Arkansas River Basin. DISTRICT further irrevocably commits not to serve water delivered under this Agreement to property located outside of the natural

drainage of the Arkansas River or to market, transfer, wheel, or otherwise provide water to properties or entities located outside the natural drainage of the Arkansas River Basin. DISTRICT agrees not to use the water provided pursuant to this Agreement, directly or indirectly, to furnish water outside DISTRICT's Service Area as of the date of this Agreement except that DISTRICT may provide water delivered by this Agreement to properties included within its Service Area in the future, the properties located outside of DISTRICT'S Service Area identified by the El Paso County Assessor as Parcel Nos. 6100000517; 6203000001; and 6200000724 pursuant to water supply contracts between DISTRICT and the property owners, and/or wheel water delivered under this Agreement to FLMD, and to the Town of Monument provided that DISTRICT obtains written agreement from UTILITIES, Reclamation, SECWCD, and Pueblo County, and makes any amendments to its Pueblo County 1041 Permit as may be required by Pueblo County to allow for such service. Neither FLMD nor the Town of Monument are beneficiaries of this Agreement, except as they may receive water service from DISTRICT. In addition, so long as marijuana is an illegal substance under Federal Law, DISTRICT shall not use, or allow its customers to use, the water provided under this agreement, directly or indirectly, to support the cultivation or distribution of marijuana.

2. In the event of a conflict between the Agreement and the Addendum, the terms and conditions of the Addendum shall prevail.
3. Except to the extent as amended hereby, all other terms of the Agreement shall remain the same and are hereby ratified and affirmed by the parties.
4. This Addendum may be executed in counterparts, each of which, or any combination of which, when signed by the Parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the ___ day of _____ 2024.

[Signatures on Following Page]

COLORADO SPRINGS UTILITIES

TRIVIEW METROPOLITAN DISTRICT

By: _____

Travas Deal

Chief Executive Officer

By: _____

Mark Melville

District President

APPROVED AS TO FORM:

Michael Gustafson

City Attorney's Office – Utilities Division