




**PLANNING AND DEVELOPMENT MEMORANDUM**  
**#09-41**

December 17, 2009

**TO:** Honorable Mayor Kathleen M. Novak and City Council Members

**FROM:** William Simmons, City Manager   
James Hayes, Director, Planning and Development Department   
David Willett, Director of Public Works 

**SUBJECT:** CR-148 Consent to Broomfield providing water supply to the NMFRD facilities in Section 36

**BACKGROUND**

In August of 2007 the NMFRD began construction on a fire training facility in Section 36 within the municipal limits of Northglenn. The proposal for the facility went through the City's prescribed development review process culminating in approval for construction by the Planning Commission. The training facility opened in the summer of 2008 with water service provided by an onsite potable water tank system and sanitary service handled by a septic system.

Early in the development review process, the NMFRD initiated discussions regarding the provision of water and sewer service to the facility. Discussions focused on water service provision from the City of Broomfield. In 2007, an IGA outlining the service provision parameters was drafted but never formalized. In that same year, Broomfield forged an IGA with the NMFRD in 2007 for provision of water service to the facility. Northglenn was not a party to the agreement.

City staff has learned that Broomfield is in the process of constructing the infrastructure that will provide the water service to the NMFRD training facility. Staff contacted the City and County of Broomfield indicating that an IGA is required prior to connection of the water service or issuance of any required permits to conduct utility work within Northglenn's municipal limits. The attached resolution and IGA between Broomfield, the NMFRD and Northglenn memorializes the agreement for Broomfield to provide water service to the NMFRD training facility.

The NMFRD signed the IGA in November of 2009. The City and County of Broomfield approved the agreement at their December 8<sup>th</sup>, 2009 meeting.

**Summary Parameters of the IGA**

The attached IGA stipulates the parameters of service provision by the City and County of Broomfield to the NMFRD training facility. The following is a summary of the stipulations:

- The agreement is between the City and County of Broomfield, the NMFRD, and the City of Northglenn and is limited to the provision of domestic water service only.
- The agreement recognizes that the Northglenn Municipal Code requires “all buildings with the City limits that contain water supply facilities shall be connected to the City water supply system,” and that the code prohibits “Independent Water Supplies.”
- The agreement recognizes that absent this agreement, the City and County of Broomfield cannot supply water to the NMFRD without violating Northglenn’s Municipal Code.
- The City and County of Broomfield is authorized to provide water service outside of their territorial limits as long as they are granted approval from the municipality being served (C.R.S. § 31-35-402(1)(b)).
- At a future date, if Northglenn is able to provide public water service within 200’ of the NMFRD facility, they would be required to connect to that service within 6 months.
- Any construction, reconstruction or maintenance of any Broomfield facilities or infrastructure in Northglenn is subject to the Northglenn Municipal Code.

#### **BUDGET/TIME IMPLICATIONS**

Staff does not foresee any immediate budget implications. Construction to connect the service is currently staged and awaiting approval of this IGA.

#### **STAFF CONTACT**

If Council members have any comments or questions they may contact James Hayes at 303-450-8937, [jhayes@northglenn.org](mailto:jhayes@northglenn.org) or David Willett at 303-450-8783, [dwillett@northglenn.org](mailto:dwillett@northglenn.org).



**CITY COUNCIL AGENDA MEMORANDUM**

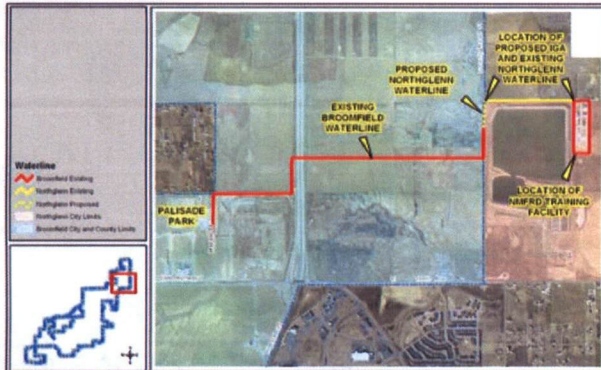
To: Mayor and City Council  
 From: George Di Ciero, City and County Manager  
 Prepared by: Kevin Standbridge, Assistant City and County Manager for Community Development

Meeting Date	Agenda Category	Agenda Item #
December 8, 2009	Business Item	5 (a)

**Agenda Title:** Proposed Resolution No. 2009- 194 Approving an Intergovernmental Agreement Between the City of Northglenn, the North Metro Fire Rescue District, and the City and County of Broomfield Regarding the Provision of Water Service to the North Metro Fire Rescue District's Training Center

**Summary**

- The North Metro Fire Rescue District (Fire District) provides fire and rescue services to the City and County of Broomfield and the City of Northglenn.
- The Fire District constructed a complex to train fire fighters in fire suppression, hazardous material containment, specialized rescue and wild land fire fighting. The complex includes a fire station and maintenance facility to care for emergency vehicles. The complex opened in 2008.
- The complex is located in Weld County in the City of Northglenn next to the Northglenn wastewater treatment facility. The vicinity map shows the Training Facility and the Broomfield and Northglenn municipal boundaries. The Fire District approached Northglenn about providing water and sewer service for their complex. Northglenn agreed to provide sewer service, but does not have water service near that area and could not agree to provide the water service.



- The Fire District approached the City and County of Broomfield about providing potable water service to the new complex. Fire training exercises will be conducted using well water.
- The Broomfield City Council approved resolutions in 2007, approving IGA's with the Municipal Subdistrict of the Northern Colorado Water Conservancy District for five acre-feet of water and the North Metro Fire Rescue District to provide water service to the Training Facility.
- Per the Broomfield Charter, approval of an IGA requires a two-thirds affirmative vote of the entire City Council.
- Proposed Resolution No. 2009-194, approves the proposed IGA between Broomfield, the City of Northglenn and the North Metro Fire Rescue District which provides the City of Northglenn's consent to have the City and County of Broomfield provide potable water service to the Training Center.

**Prior Council Action**

The City Council approved Resolution No. 2007-220 which approved an Intergovernmental Agreement with the Municipal Subdistrict of the Northern Colorado Water Conservancy District for five acre-feet of water and Resolution No. 2007-221 which approved an Intergovernmental Agreement with the North Metro Fire Rescue District to provide water service to the Training Facility.

**Financial Considerations**

The Fire District is constructing the water line and will pay Broomfield the water license fees and ongoing service fees.

**Alternatives**

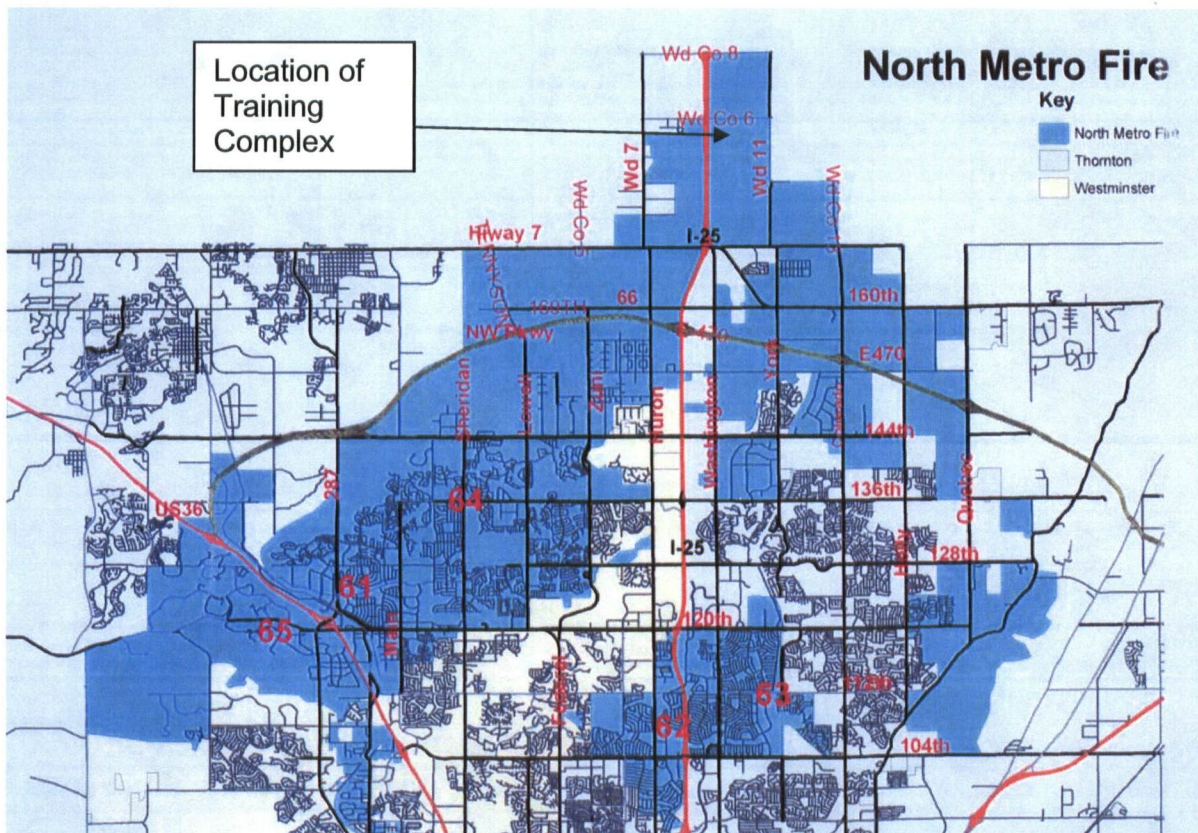
Do not provide water service to the new Fire District facilities.

**Proposed Actions/Recommendations**

Based on the above, it is recommended...  
 That Resolution No. 2009-194 be adopted.

## BACKGROUND

The North Metro Fire Rescue District provides fire and rescue services to the City and County of Broomfield and other areas in the north metropolitan area. The Fire District constructed a training complex in the City of Northglenn next to its wastewater treatment facility. The complex includes a training center, fire station and maintenance facility. The service area for the new fire station includes areas currently being developed in northeastern Broomfield. The vicinity map below shows the Fire District's boundaries in darker blue. The new complex is shown on the map.



Since the complex is in Northglenn, the Fire District approached Northglenn about providing potable water and sewer service to the complex. Northglenn is providing sewer service, but does not have water service near that area and would not agree to provide the water service. Fire training exercises are conducted using well water. The well does not yield enough water to provide reliable, on-going service for both the training and potable water needs of the complex.

The Fire District approached the City and County of Broomfield about providing potable water service to their new complex. Broomfield then worked with the Municipal Subdistrict of the Northern Colorado Water Conservancy District to execute an IGA to allow Broomfield to lease and serve water to the Fire District for the facility.

For a municipality to provide water in a different municipality, it must have the consent of the other municipality. At the time, it was understood that North Metro had authority

from the City of Northglenn to receive water from Broomfield. That authority was not received. The proposed IGA will complete this final step to allow Broomfield to serve potable water to the North Metro Training Facility in Broomfield.

### **FINANCIAL CONSIDERATIONS**

Broomfield's additional costs to provide water service to the Fire District will be recovered by the sale of 10 water licenses to the Fire District and the ongoing water consumption charges that are provided under the Municipal Code. These charges are the same for the Fire District as they are for all other water service customers within the City and County of Broomfield.

### **COMPREHENSIVE PLAN IMPLEMENTATION**

Providing water service to the Fire District's new facilities contributes to the 2005 Comprehensive Plan goals in the following ways:

- Engaging in regional discussions, partnerships and programs to better Broomfield's policies,
- Continuing to explore opportunities for joint use of regional utility infrastructure that will provide more cost-effective means of servicing Broomfield; and
- Influencing and implementing regional utility planning efforts to be environmentally, economically, and functionally advantageous to Broomfield.

### **PROJECT TIME SCHEDULE**

Construction of the water line will be completed in early 2010.

### **RESOLUTION NO. 2009- 194**

Proposed Resolution No. 2009-194 would approve an Intergovernmental Agreement with the City of Northglenn and the North Metro Fire Rescue District for potable water service to the North Metro Fire Rescue Training Facility.

Pursuant to the City Charter, approval of an Intergovernmental Agreement requires a two-thirds affirmative vote of the entire Council.

Staff recommends adoption of the resolution.

RESOLUTION NO. 2009-194

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF NORTHGLENN, THE NORTH METRO FIRE  
RESCUE DISTRICT, AND THE CITY AND COUNTY OF BROOMFIELD  
REGARDING THE PROVISION OF WATER SERVICE TO THE NORTH  
METRO FIRE RESCUE DISTRICT'S TRAINING CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY AND COUNTY OF  
BROOMFIELD, COLORADO:

Section 1. The Intergovernmental Agreement Between the City of Northglenn, the North Metro Fire Rescue District, and the City and County of Broomfield Regarding the Provision of Water Service to the North Metro Fire Rescue District's Training Center included as Exhibit A to this resolution is hereby approved.

Section 2. This resolution is effective upon its approval by the City Council.

APPROVED on December 8, 2009.

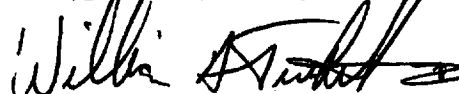
THE CITY AND COUNTY OF BROOMFIELD,  
COLORADO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City & County Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
City & County Attorney

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-148  
Series of 2009

\_\_\_\_\_  
Series of 2009

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN, THE NORTH METRO FIRE RESCUE DISTRICT, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING THE PROVISION OF WATER SERVICE TO THE NORTH METRO FIRE RESCUE DISTRICT'S TRAINING CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Northglenn, the North Metro Fire Rescue District, and the City and County of Broomfield regarding the provision of water service to the North Metro Fire Rescue District's Training Center, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN, THE NORTH METRO FIRE RESCUE DISTRICT, AND THE CITY AND COUNTY OF BROOMFIELD REGARDING THE PROVISION OF WATER SERVICE TO THE NORTH METRO FIRE RESCUE DISTRICT'S TRAINING CENTER**

**THIS AGREEMENT, is made and entered into between the CITY OF NORTHGLENN, a Colorado home rule municipality ("Northglenn"), the NORTH METRO FIRE RESCUE DISTRICT, a quasi-municipal corporation and political subdivision organized pursuant to C.R.S. § 32-1-101, *et seq.* (the "District"), and the CITY AND COUNTY OF BROOMFIELD, a municipal corporation and county duly organized and existing by virtue of an amendment to the Colorado Constitution ("Broomfield"), collectively referred to as the "Parties".**

**WITNESSETH:**

**WHEREAS, the Parties are authorized by C.R.S. § 29-1-203 and the Colorado Constitution, Article XIV, Section 18(2) to enter into intergovernmental agreements to provide any function or service that each is otherwise lawfully authorized to provide;**

**WHEREAS, Northglenn and Broomfield are each authorized to lawfully provide water service;**

**WHEREAS, the District determined to locate a new fire station and training center (the "Fire District Facilities") within the corporate limits of the City of Northglenn, in an area generally described as the Northeast ¼ of Section 36, Township 1 North, Range 68 West of the 67<sup>th</sup> P.M. County of Weld, State of Colorado (the "Property");**

**WHEREAS, at the time of land use approvals for the Fire District Facilities, the City of Northglenn approved the application based on a finding that water supply for the Fire District Facilities would be provided by a well system;**

**WHEREAS, the City of Northglenn does not currently have water infrastructure available to serve the Property,**

**WHEREAS, the District has now determined to obtain water service from the City and County of Broomfield and requires the approval of Northglenn as described below;**

**WHEREAS, the City of Northglenn Municipal Code specifically provides in Section 16-11-3 that "[a]ll buildings within the City limits that contain water supply facilities shall be connected to the City water supply system," and the City of Northglenn Municipal Code further prohibits in Section 16-11-5 the use of "Independent Water Supplies," which are generally defined as sources of water other than water supplied by the City's water supply system;**

**WHEREAS, absent this Agreement, the City and County of Broomfield is unable to supply water to the Fire District Facilities without causing the Fire District Facilities to be in specific violation of the provisions of the Northglenn Municipal Code;**



WHEREAS, pursuant to C.R.S. § 31-35-402(1)(b), municipalities are authorized to provide water service extraterritorially in another municipality, only so long as approval is obtained from the municipality within which the extraterritorial water service is provided; and

WHEREAS, because Northglenn is currently unable to provide public water service to the Fire District Facilities at this time, and because the District serves both Northglenn and Broomfield, Northglenn is willing to approve Broomfield providing public water service to the existing Fire District Facilities, but subject to the terms, conditions and limitations set forth in this Agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the Parties as follows:

1.0 Recitals Incorporated. The Recitals set forth above are incorporated in this Agreement and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section 1.

2.0 Northglenn Authorization of Domestic Water Service. Northglenn hereby approves the provision of domestic water service by Broomfield to the Fire District Facilities, subject to the following limitations:

2.1 Such water service shall be for domestic use only, and shall be limited to and for the sole purpose of providing such domestic water service to the Fire District Facilities as defined herein. This Agreement shall specifically not be construed to authorize Broomfield to provide domestic water service to any other facilities on the Property, nor shall Broomfield be authorized to provide domestic water service to any other property within the corporate boundaries of Northglenn; and

2.2 The District shall be required to connect to Northglenn domestic water service in the event Northglenn's public water becomes available to the Property. For purposes of this provision, public water shall become available to the Property only in the event that Northglenn's public water infrastructure is extended to within two hundred (200) feet of the Property. In the event Northglenn's public water infrastructure is extended to within two hundred (200) feet of the Property, Northglenn shall give written notice to Broomfield and the District pursuant to the provisions of this Agreement, and the District shall connect to the Northglenn system within six (6) months of the receipt of the written notice.

3.0 Domestic Water Service Only. This Agreement is limited to the provision of domestic water service only. Nothing in this Agreement shall be deemed to authorize or be deemed consent by Northglenn to allow the District to seek or Broomfield to provide any other governmental or utility service to the Fire District Facilities or the Property.

4.0 Authority of Northglenn. Nothing contained in this Agreement shall constitute or be interpreted as a waiver or abrogation of Northglenn's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the City or its inhabitants; and thus any construction, reconstruction or maintenance of any Broomfield

facilities in Northglenn shall be subject to applicable provisions of the Northglenn Municipal Code.

5.0 Severability. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

6.0 Applicable Law. This Agreement shall be governed by the laws of the State of Colorado and in accordance with the provisions of all applicable local law of the Parties various jurisdictions.

7.0 Binding Nature. This Agreement shall be binding upon the successors and assigns of each of the Parties hereto, except that no Party may assign any of its rights or obligations hereunder, without the prior written consent of all the other Parties.

8.0 Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

To Northglenn:           City of Northglenn  
                                  Attn: City Manager  
                                  11701 Community Center Drive  
                                  Box 330061  
                                  Northglenn, Colorado 80233

With a copy to:           Corey Y. Hoffmann, City Attorney  
                                  Hayes, Phillips, Hoffmann & Carberry, P.C.  
                                  1530 16<sup>th</sup> Street, Suite 200  
                                  Denver, Colorado 80202

To Broomfield:           City and County of Broomfield  
                                  Attn: City and County Manager  
                                  One DesCombes Drive  
                                  Broomfield, Colorado 80020

To Fire District: North Metro Fire Rescue District  
Attn: Fire Chief  
10550 Huron Street  
Northglenn, Colorado 80234

With a copy to: Richard L. Shearer, Esq.  
Shearer and Call, P.C.  
1625 Broadway, Suite 1450  
Denver, Colorado 80202

9.0 Binding Effect. This Agreement shall incur to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

10.0 Entire Agreement. This Agreement embodies the entire Agreement of the Parties. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any kind of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all Parties.

IN WITNESS WHEREOF the Parties hereto have caused their names to be affixed as set forth below.

CITY AND COUNTY OF BROOMFIELD

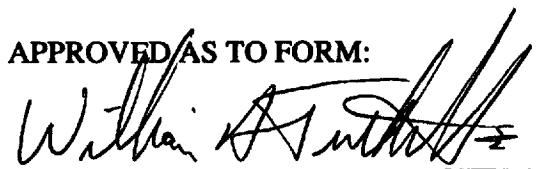
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City & County of Broomfield Attorney

**CITY OF NORTHGLENN**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City & County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City of Northglenn Attorney

**NORTH METRO FIRE RESCUE DISTRICT**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
North Metro Fire Rescue District Attorney