

PUBLIC WORKS MEMORANDUM
#58-2022

DATE: Dec. 12, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *Hmg*

FROM: Kent Kisselman PE, Director of Public Works *HK*
Tamara Moon, Environmental Manager

SUBJECT: CR-172 – Todd Creek Valley Metropolitan District Intergovernmental Agreement for Section 36 Water Service

PURPOSE

To consider CR-172, a resolution approving an Intergovernmental Agreement (IGA) between the City and the Todd Creek Valley Metropolitan District to provide water service at Section 36.

BACKGROUND

In 2020, Northglenn was approached by staff at the Todd Creek Valley Metropolitan District (Todd Creek) with a proposal to provide treated drinking water to the Wastewater Treatment Plant and future drinking water supply to the rest of Section 36.

Todd Creek is located approximately 1.5 miles southeast of Section 36. The end of its service line is at the intersection of Weld County Road 15 and Weld County Road 2. Todd Creek is proposing to extend its service line down County Road 2 to the facility. Extending this line would allow Northglenn to tie into the Todd Creek water supply and provide treated drinking water to the facility.

Currently, the facility uses Mountain View Water District for its water process needs. However, this is not treated enough to drink, so staff on site must drink bottled water. Also, Todd Creek's water would be better for the pumps and equipment at the facility.

Under the IGA, Todd Creek would be responsible for the construction of the water line from its current service area to Section 36. Northglenn would tie into the service line for the facility and receive 100 acre-feet of water per year at Todd Creek's commercial water rate. Additionally, Todd Creek would be able to provide drinking water to any future development that may occur at Section 36. These water users would be customers of Todd Creek. Northglenn would be responsible for the infrastructure necessary for delivering water to the facility buildings.

BUDGET/TIME IMPLICATIONS

The cost to Northglenn, under the terms of the IGA, is \$6 million. Half of the funds would be provided immediately to help with design costs and materials acquisition for the pipeline and placed in a construction account. The other half would be paid after substantial completion of the infrastructure and issuance of the water tap certificate to the City.

Water service to Section 36 would start in Q3 2023.

The project will be funded by the restricted ½% sales/use tax to be used for enhancing or increasing the City's water supply. These funds are held in the Water Fund with a current balance of \$14 million.

STAFF RECOMMENDATION

Attached is CR-172, a resolution that, if approved, would authorize the Mayor to execute an Intergovernmental Agreement between the City and the Todd Creek Valley Metropolitan District in an amount not to exceed \$6 million. Staff recommends approval of CR-172.

STAFF REFERENCE

If Council members have any questions, please contact Kent Kisselman, Director of Public Works at kkisselman@northglenn.org or 303.450.4005.

CR-172 – Todd Creek Valley Metropolitan District IGA for Section 36 Water Service
Todd Creek Valley Metropolitan District IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-172
Series of 2022

Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE TODD CREEK VILLAGE METROPOLITAN DISTRICT REGARDING WATER INFRASTRUCTURE DESIGN, CONSTRUCTION COST SHARING AND PERPETUAL CAPACITY ALLOCATION FOR SECTION 36 WATER SERVICES

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

Section 1. The Intergovernmental Agreement between the City of Northglenn, Colorado and the Todd Creek Village Metropolitan District, attached hereto, in an amount not to exceed \$6,000,000.00, for water infrastructure design, construction cost sharing and perpetual capacity allocation for water services to Section 36 is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2022.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT REGARDING WATER INFRASTRUCTURE
DESIGN, CONSTRUCTION COST SHARING AND PERPETUAL CAPACITY
ALLOCATION**

This INTERGOVERNMENTAL AGREEMENT REGARDING WATER INFRASTRUCTURE DESIGN, CONSTRUCTION COST SHARING AND PERPETUAL CAPACITY ALLOCATION (the "**Agreement**") is made and entered into this _____ day of _____ 2022 (the "**Effective Date**"), by and between the CITY OF NORTHGLENN, COLORADO, a home rule municipality ("**City**") and the TODD CREEK VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes, (the "**District**") (individually a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the portion of the corporate limits of the City located in Weld County known generally as the Section 36 Property, the boundaries of which are described in **Exhibit A**, attached hereto and incorporated herein by this reference, does not currently have treated potable water service, and the District is able and willing to expand its service area and be the water service provider to the Section 36 Property;

WHEREAS, the District operates in accordance with its Rules and Regulations, as adopted on November 8, 2018 and as may be amended from time-to-time, which can be found on the District's website (the "**Rules and Regulations**");

WHEREAS, the District is willing to design and construct certain mainline water delivery infrastructure to the Section 36 Property, as more particularly described and depicted in **Exhibit B** (the "**Infrastructure**"), attached hereto and incorporated herein by this reference;

WHEREAS, the Infrastructure will initially be used to convey one hundred (100) acre feet of treated potable water (at a rate of 62 gallons per minute) to City-owned property within the Section 36 Property on an annual basis in perpetuity for City use ("**City Water**"). Such City-owned property is more particularly described in **Exhibit C**. The Parties further intend that such Infrastructure will also be available for the District to provide water service to other potential property owners and other future users within the Section 36 Property and the District's expanded service area;

WHEREAS, the Parties agree that the City shall pay the amount of Six Million Dollars (\$6,000,000.00) as the City's total cost of the City Water as well as its share of the costs of the design and construction of the Infrastructure necessary to convey the City Water from the District to the City as shown in **Exhibit B**;

WHEREAS, upon completion of the Infrastructure, the District shall wholly own, operate, and maintain the Infrastructure and the City will have a tap right to the City Water which shall be delivered to the City's meter annually and right to the first use of the City Water in perpetuity; and

WHEREAS, the Parties agree it is in their best interest and will benefit the public interest associated with the orderly development of the Section 36 Property to establish a basis for the funding of the design and construction of the Infrastructure and the provision of the City Water as further set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. PROJECT IMPROVEMENTS/PROVISION OF CITY WATER.

A. Project Improvements. The District shall design and construct the Infrastructure, and acquire all required easements for the Infrastructure (collectively, the "**Project**") as generally described in **Exhibit B**, which is attached hereto and incorporated by this reference. The City shall contribute its City Project Cost, as defined herein, to the District, and the District shall pay all costs associated with the Project. Attached as **Exhibit D** is a timetable for completion of the Project indicating that the Parties shall seek to have the Infrastructure operational prior to the end of 2023. The District will make diligent and good faith efforts to meet the various Project milestones as indicated on **Exhibit D**. The construction contract for the Project shall contain customary provisions to assure that the contractor adheres to the construction timetable. However, the Parties acknowledge that despite such efforts, unavoidable delays may be encountered with a project of this nature. The Parties shall hold regular status updates and progress meetings as mutually agreed upon to keep the City reasonably informed regarding the progress of the Infrastructure construction, but no less frequently than once per quarter.

B. Provision of City Water. In further consideration for the payments by the City as set forth in Section 2 below, the District shall reserve and provide the City Water to the City-owned property within the Section 36 Property on an annual basis in perpetuity, and the payment of the Project costs to include all requirements of the District to initiate delivery of the City Water to the Section 36 Property. The District shall be the water provider for the City Water and for the remainder of the Section 36 Property, in perpetuity, consistent with the provisions of Section 4 below containing the obligations of the District as the Water Service Provider to the Section 36 Property.

C. Provision of Additional Water to Section 36. The District shall further make available in perpetuity the provision of water service to the remainder of the Section 36 Property that is not currently under City ownership in the amount of at least three hundred fifty (350) acre feet per year (the "**Additional Capacity**"), subject to the payment by such future potential users of the customary tap fees charged by the District for water service, as well as applicable water service and treatment fees, and consistent with the provisions of Section 4 below containing the obligations of the District as the Water Service Provider to the Section 36 Property.

2. **CITY CONTRIBUTION.** The City shall pay to the District the amount of Six Million Dollars (\$6,000,000.00) (the "**City Project Cost**"), which shall be in exchange for the City's proportionate share of the costs of designing, constructing and installing the Infrastructure, and the provision in perpetuity of the City Water, both of which are more particularly described in Section 1 of this Agreement. Within forty five (45) days of the Effective Date, the City shall pay the initial amount of Three Million Dollars (\$3,000,000.00) as the first installment of the City Project Cost, which installment shall be placed in a construction account as more particularly described in Section 5 below. At the time the District enters into a contract for the construction of the Infrastructure, the funds held in a construction account for the City Project Cost may be released from that account to the District. The City shall pay the additional installment amount of Three Million Dollars (\$3,000,000.00) upon substantial completion of the Infrastructure, and the issuance to the City by the District of a water Tap Certificate (as defined in the Rules and Regulations) as set forth below.

3. **INFRASTRUCTURE CONSTRUCTION, PERMITTING OWNERSHIP, CAPACITY ALLOCATION, AND INSURANCE.**

A. Infrastructure Construction; Permitting. The District shall be solely responsible for the construction of the Infrastructure, including the acquisition of any necessary rights-of-way and/or easements necessary in order to construct said Infrastructure, and the District shall further be responsible for any required permitting for the construction of any such Infrastructure, including by way of example, any necessary permitting from Weld County, and such acquisition and permitting to be done by the District at the District's sole cost and expense.

B. Infrastructure Ownership. The District shall be the sole owner of the Infrastructure.

C. License and Grant of Capacity Allocation. The District hereby grants to the City a perpetual, non-exclusive capacity allocation in the Infrastructure ("**License and Capacity Allocation**"), upon its completion, as further set forth herein.

D. License and Capacity Allocation. The District warrants and represents that the capacity of the Infrastructure will be sufficient to transport a rate and volume of water that meets the demand requirements of the of City . Capacity in excess of the City's needs in the Infrastructure may be utilized by the District as it deems necessary, in its sole discretion. The City may review the plans for the Infrastructure to assure it provides sufficient capacity to transport the City Water. The License and Capacity Allocation to City shall be perpetual and shall not be limited in any manner by any additional capacity that may be sublicensed, sold or assigned by District as set forth in Section 1.C. of this Agreement.

E. Capacity Restriction. If capacity in the Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, the District shall forthwith advise the City of such capacity restriction and the anticipated duration thereof, and the City's capacity in the Infrastructure shall never be subordinated in any manner to any other users within the Section 36 Property, it being the express intent of this provision that the City at all times perpetually be entitled to the City Water.

F. Irrevocability of License and Capacity Allocation. Upon payment by the City of the second installment in the amount of Three Million Dollars (\$3,000,000.00), the License and Capacity Allocation granted herein is and shall be irrevocable by the District.

G. Warranty. The District shall be the sole owner of the Infrastructure, subject to the rights of City as set forth herein. The District represents and warrants to the City that the District either has, or will obtain, all necessary right, title and interest in the Infrastructure to grant the License and Capacity Allocation set forth in this Section 3.C. and enter into this Agreement. The District does covenant and agree that it shall warrant and forever defend the City in its quiet and peaceful possession of its License and Capacity Allocation rights granted herein against all and every person or persons. In the event that the License and Capacity Allocation or any part thereof is challenged by the person or entity granting rights, interests or title to the District or any portion thereof, the District shall, to the extent permitted by law, take all necessary actions to acquire the requisite interest needed to satisfy its obligations hereunder. The representations and warranties of this Section are for the sole benefit of the City and shall not be deemed to be given to any third party.

H. Insurance. The District shall procure and maintain property insurance for the Infrastructure that is substantially similar to the coverage maintained by the District for other similar District-owned water infrastructure. If the Infrastructure is damaged, the District shall allocate all proceeds from the insurance policy towards repairing the Infrastructure.

4. WATER SUPPLY PROVIDED BY DISTRICT IN PERPETUITY. The District's obligations to the Section 36 Property in exchange for the City Project Cost in perpetuity shall be as follows:

A. Delivery. Upon payment by the City of the second installment in the amount of Three Million Dollars (\$3,000,000.00), which represents substantial completion of the Infrastructure, the District shall make available to the City the City Water in perpetuity in accordance with the District's "Delivery Obligation to the City" as defined herein. The Delivery Obligation to the City shall be immediately available to the City upon the City's payment of the second installment amount.

B. Water Rate for City Water. In addition to the City Project Cost, the City or its end users of the City Water shall pay the monthly water service charges by the District. Pricing for monthly water service for the City Water under this Agreement shall be the same as the pricing the District charges to other customers making comparable uses, such as domestic, irrigation, commercial or industrial, within the remainder of the District service area, as the same may be amended from time to time, the intent of this provision being that the District shall not charge a premium or discount to the City for the City Water as compared to other properties within the District. The City Water for the current Section 36 City uses shall be billed at the pricing the District charges to other customers for commercial use, except that the District agrees it shall not charge the City the "Conservation Charges" that are otherwise assessed by the District to commercial users.

C. Water Rate for other Water within the Section 36 Property. Pricing for the Additional Capacity within the Infrastructure shall be made available to other users in the Section 36 Property as set forth above. Pricing for such Additional Water under this Agreement for both water tap fees and water rates shall be the same as the pricing the District charges to other customers making comparable uses, such as domestic, irrigation, commercial or industrial, within the remainder of the District service area, as the same may be amended from time to time, the intent of this provisions being that the District shall not charge a premium or discount to the Section 36 Property as compared to other properties within the District.

D. District as Water Service Provider. The District shall be the water service provider, in perpetuity, for the end users within the Section 36 Property, which shall include all billing by the District to the Section 36 Property for such water service, which billing shall be done in the same manner the District performs such functions for other similarly situated users within the remainder of the District service area.

E. Service Area Expansion. In order to be the water service provider for the Section 36 Property, the District must expand its service area. The City hereby agrees to cooperate and assist the District as reasonably necessary to achieve its service area expansion. Furthermore, the City agrees that it will provide any consent needed for the District to be deemed an overlapping service provider within the Section 36 Property.

F. District Compliance with Drinking Water Quality Standards. The District shall provide the City Water and the Additional Capacity within the Section 36 Property with such water that meets all state and federal drinking water regulatory requirements as such may now exist or may exist in the future. The District shall be solely responsible for maintaining compliance with such drinking water standards, and shall ensure that water delivered under this Agreement is compatible with other water delivered by the District to its customers. To the extent standards do not exist for a particular water quality measurement, the District agrees that such water delivered under this Agreement shall be compatible with other water delivered by the District to its customers.

G. Agreement to Cooperate in Water Cases. The City agrees to reasonably cooperate with the District in any water court proceedings which the District deems desirable or necessary to provide the City Water or for the District to exercise its right to use, reuse or successively use return flows from the City's initial use of the City Water, as provided below, including applications for a new water right, to change a water right, for findings of diligence, to make absolute conditional water rights, or to adjudicate an exchange and/or augmentation plan. Such cooperation may include, but is not limited to, offering testimony in depositions and at trial, and assisting with developing demand projections. The City's cooperation will be without charge to the District, provided, however, that such cooperation will not require the City to hire outside experts or consultants.

5. CONSTRUCTION BY THE DISTRICT OF THE INFRASTRUCTURE. The District shall place the first installment of Three Million Dollars (\$3,000,000.00) paid by the City into a construction account created by the District for the sole purpose of funding the design and construction and associated costs of the Infrastructure (the "Special Account"). Release of the

first installment from the Special Account shall be done in accordance with Section 2 of this Agreement. The Project construction documents and associated contracts with any contractor selected by the District shall specifically provide that the City of Northglenn is an intended third-party beneficiary of such contracts. Upon substantial completion of the Infrastructure, which shall be triggered by the final settlement by the District in accordance with the provisions of C.R.S. § 38-26-107, the District shall notify the City of such substantial completion of the Infrastructure. The District further agrees to provide project updates on the construction of the Infrastructure to Northglenn on at least a quarterly basis.

6. SERVICE TO END-USERS. Following full payment of the City Project Cost and completion of the Infrastructure, end-users within the Section 36 Property will be treated as customers of the District and will be entitled to water service from the District, subject to continual compliance with the District's Rules and Regulations, as such may be amended from time-to-time.

7. USE; MUNICIPAL USE; REUSE. The District shall be responsible for ensuring that the water provided to the City under this Agreement is legally and physically available for use by the City for all uses, including but not limited to domestic, municipal, industrial and augmentation uses. Following first use of the water by the City, the District shall retain dominion and control over the water which will be treated and may thereafter be used, reused, or successively used by the District to extinction in accordance with applicable water court decrees. It shall be the sole responsibility and cost of the District to obtain any court decreed rights to the reuse of the City Water, subject to the City providing the cooperation contemplated in Section 4.G. of this Agreement. To the extent the District does not have the need or ability to use effluent derived from the water attributable to this Agreement, the City has the first right and refusal to use such water.

8. DEFAULT/REMEDIES. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity. Provided however, the District shall have no right to terminate the Tap Certificate or the License and Capacity Allocation provided for in this Agreement, and may only withhold water service in the event of a material dispute regarding the terms and conditions of this Agreement.

9. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Weld County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

F. Assignability. This Agreement shall not be assigned by either Party without the written consent of the other Party.

G. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. 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. Such notice shall be deemed to have been given when deposited in the United States mail.

To City: City of Northglenn
Attn: Tamara Moon, Environmental Manager
11701 Community Center Dr.
Northglenn, CO 80233

With a copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 Sixteenth Street, Suite 610
Denver, CO 80202

To District: Todd Creek Village Metropolitan District
Attn: Don Summers
10450 E. 159th Court
Brighton, CO 80602

With a copy to: Blair M. Dickhoner, Esq.
White Bear Ankele Tanaka & Waldron, PC
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

J. 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.

K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Weld County Clerk and Recorder.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

[Remainder of page intentionally blank. Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

THE CITY OF NORTHGLENN

By: _____
MEREDITH LEIGHTY
Mayor

JOHANNA SMALL
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

TODD CREEK VILLAGE
METROPOLITAN DISTRICT

By: Don Sumner

ATTEST:


APPROVED AS TO FORM:



BLAIR M. DICKHONER
General Counsel to the District

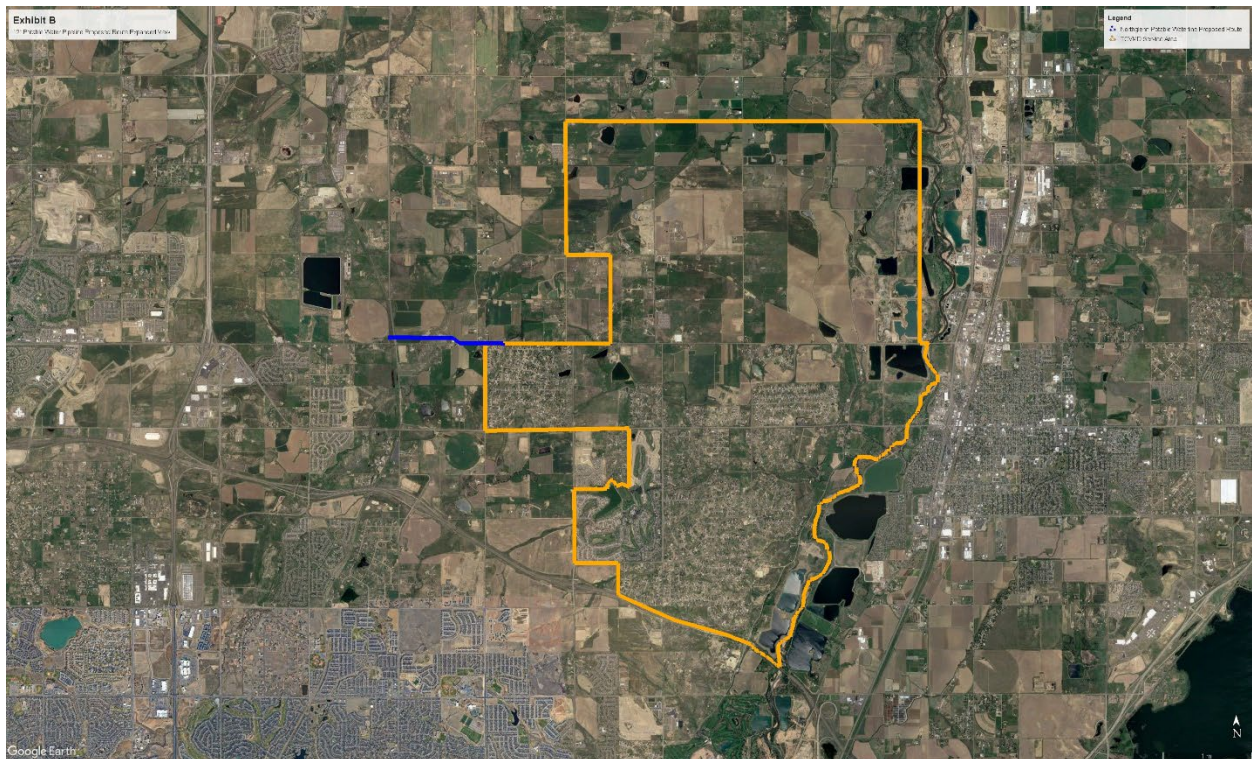
EXHIBIT A
(Section 36 Property Boundaries)

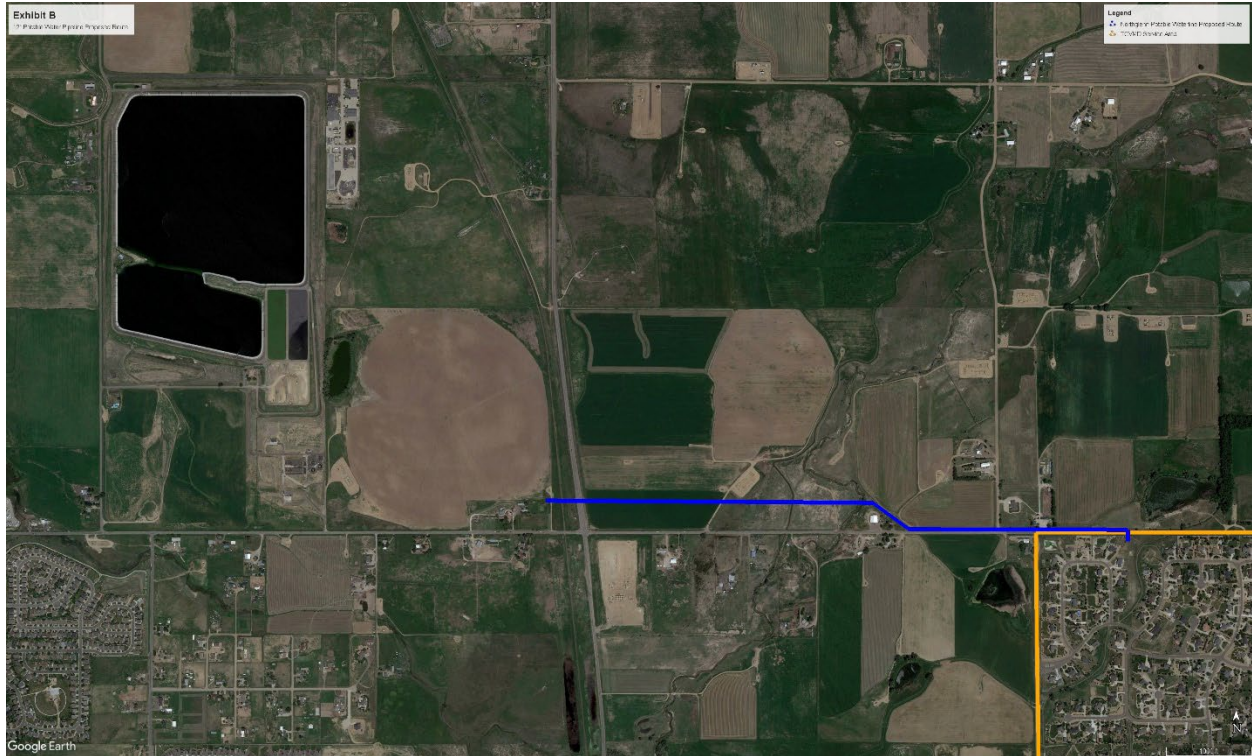


Exhibit B

Infrastructure Description

12" diameter C900 (or equivalent) Potable water pipeline constructed following the TCVMD Construction Specifications in force at the time of construction following the proposed route as depicted on the maps in this Exhibit B.





The construction specifications are available via the TCVMD website www.toddcreekvillage.org

The 12" potable water pipeline will be connected to the District main line(s) in the southeast quadrant of WCR 2 and Holly street. The route will take the pipeline into Weld County and then west into Section 36 as depicted on the above maps. All paved road, ditch, creek and rail crossings are planned to be done with borings.

EXHIBIT C
(City Owned Property)

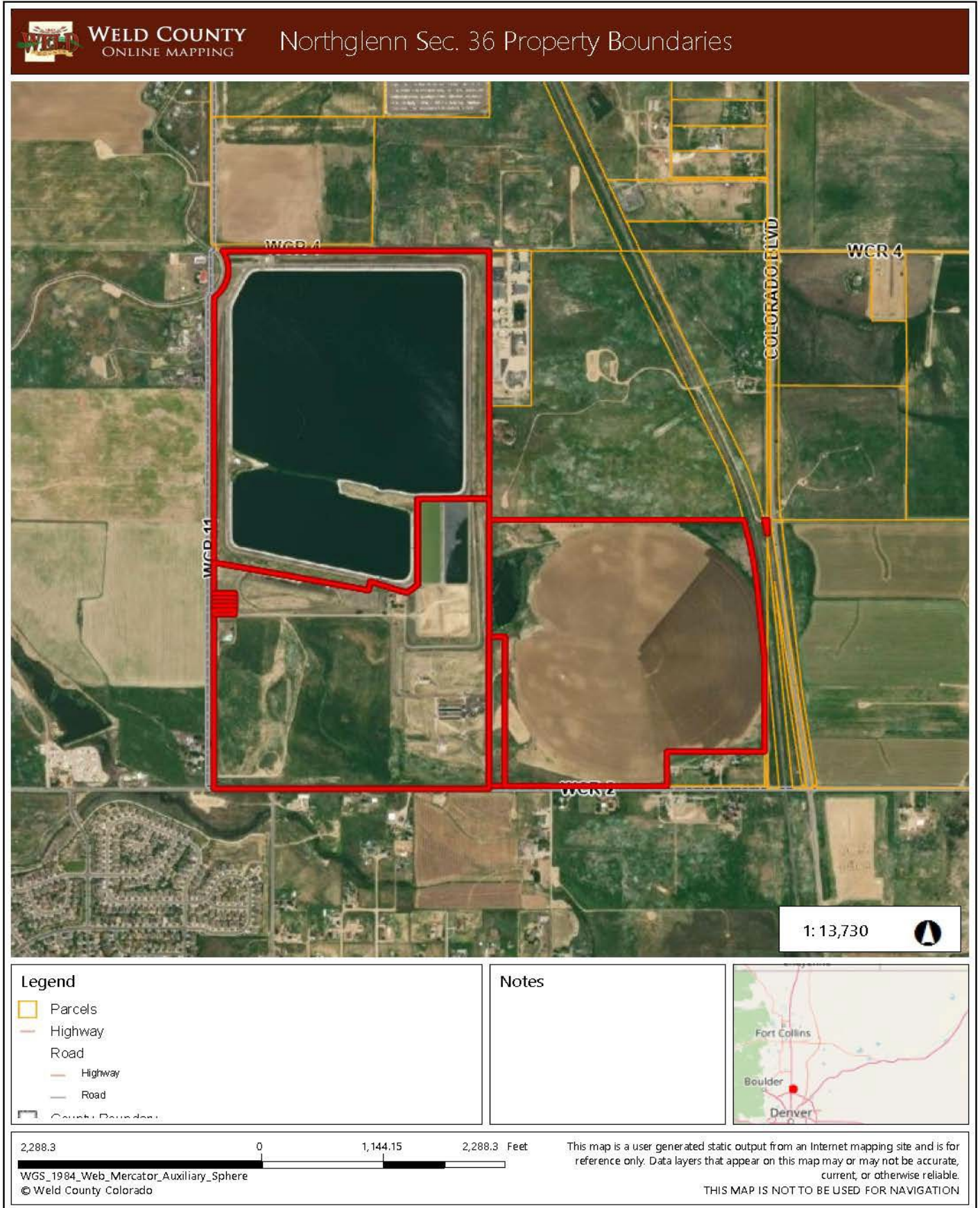


Exhibit D

Project Timetable

2023 - 1st Quarter

- Complete construction plans
- Finish easement acquisition
- Initiate ROW crossing permits
- Bid Project
 - Contract selected construction firm

2023 - 2nd Quarter

- Finish ROW crossing permits
- Construction
 - Mobilize for construction
 - Construct pipeline and borings simultaneously
 - Test constructed pipeline
- Set meter for City of Northglenn connection
- Easement restoration

2023 – 3rd Quarter

- Begin service to City of Northglenn