

PUBLIC WORKS MEMORANDUM
#23-2024

DATE: May 13, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager *hmg*
Jason Loveland, Deputy City Manager *JL 2*

FROM: Tamara Moon, Environmental Manager

SUBJECT: CR-102 – North Metro Fire Rescue District IGA for Sanitary Sewer Service

PURPOSE

To consider CR-102, a resolution approving an Intergovernmental Agreement (IGA) with North Metro Fire Rescue District (NMFRD) to allow a connection with the City's Wastewater Treatment Facility for sanitary sewer service.

BACKGROUND

NMFRD has a training facility located on Section 36, just northeast of the Wastewater Treatment Plant (WWTP). When the training facility was constructed, the WWTP did not have the capacity to accept its wastewater. NMFRD installed a septic tank to collect domestic waste and has been using a hauling company to manage the septic system.

The City and NMFRD have an existing IGA with the City of Broomfield from 2009 that authorized the construction of the facility on Section 36 and provided municipal water service to the facility from Broomfield.

Due to increased training at the facility, the septic tank is no longer an efficient way to manage the domestic wastewater from the site. In 2019, the Fire District and the City began negotiating the potential for domestic wastewater to be piped to Northglenn's wastewater plant. The new headworks built in 2017 increased the WWTP's capacity enough to now be able to accept the training center's wastewater.

The proposed IGA reflects the agreed-upon terms for sewer service and connection to the WWTP. NMFRD will be responsible for the construction of the pipeline to the WWTP. This will also include a one-time sewer connection fee of \$155,000, based on the facility's 8-inch water tap from the City of Broomfield. There should be no service or operational disruptions during this process. When the line is completed, the District will be billed monthly for commercial sewer service as indicated in Section 16-10-5 of the Municipal Code.

To protect the health and capacity of the WWTP, the IGA limits the quantity of wastewater that the training facility can send to the City's wastewater plant and prohibits any wastewater that may have firefighting foam or any other chemicals that may contain PFAS or other "forever chemicals."

Broomfield is not a party to the proposed IGA. Though a portion of water from Broomfield's water rights will be treated by Northglenn, their water resources staff did not feel it was large enough to participate in the agreement or develop water rights accounting protocols between Northglenn and Broomfield.

BUDGET/TIME IMPLICATIONS

There are no time or financial impacts to the City. NMFRD is currently working on design and construction plans.

STAFF RECOMMENDATION

Staff recommends approval of CR-102, a resolution that, if approved, would authorize the Mayor to execute the IGA between the City and North Metro Fire Rescue District for sanitary sewer service to the District's fire station and training center in Section 36 on behalf of the City.

STAFF REFERENCE

If Council Members have any questions, please contact Jason Loveland, Deputy City Manager, at jloveland@northglenn.org or 303.450.8817.

CR-102 – North Metro Fire Rescue District IGA for Sewer Service

North Metro Fire Rescue District IGA for Sewer Service

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-102
Series of 2024

Series of 2024

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE NORTH METRO FIRE RESCUE DISTRICT REGARDING THE PROVISION OF SEWER SERVICE TO THE NORTH METRO FIRE RESCUE DISTRICT'S FIRE STATION AND 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 and the North Metro Fire Rescue District, attached hereto as **Exhibit 1**, regarding the provision of sewer service to the North Metro Fire Rescue District's Fire Station and Training Center is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
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 SEWER SERVICE TO NORTH METRO FIRE RESCUE DISTRICT'S FIRE STATION AND TRAINING CENTER

THIS INTERGOVERNMENTAL AGREEMENT ("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, the District previously constructed a fire station and training center (the "Fire District Facilities") within the corporate limits of Northglenn, in an area generally described as the Northeast ¼ of Section 36, Township 1 North, Range 68 West of the 67th P.M. County of Weld, State of Colorado (the "Property");

WHEREAS, Northglenn and Broomfield are each authorized to lawfully provide public water and public sewer service, and Broomfield currently provides public water service to the Fire District Facilities by virtue of an Intergovernmental Agreement dated December of 2009, a copy of which is attached as Attachment A;

WHEREAS, while Northglenn still does not have water infrastructure available to serve the Property as of the date of this Agreement, Northglenn is now able to provide public sewer service to the Property as set forth hereinbelow; and

WHEREAS, the Parties desire to memorialize the terms and conditions upon which Northglenn provides such public sewer service to the District to serve the Property and the Fire District Facilities.

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 into this Agreement and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section 1.0.

2.0 Northglenn Provision of Sewer Service. Northglenn hereby approves the provision of domestic sewer service by Northglenn to the Property and the Fire District Facilities, subject to the following limitations:

2.1 The District shall be solely responsible, at the District's sole cost and expense, to construct and maintain the sewer service pipeline infrastructure from the Fire District Facilities to the City of Northglenn Wastewater Treatment Plant (the "Sewer Infrastructure"), at a location to be mutually determined by Northglenn and the District, based on the planning and design of such proposed Sewer Infrastructure. The District shall design and construct the Sewer Infrastructure and acquire any required easements for the Sewer Infrastructure. Such design shall be in accordance with the rules, regulations, and standards of Northglenn for the construction of such Sewer Infrastructure.

2.2 Upon completion of the Sewer Infrastructure by the District and connection to the City wastewater treatment facilities, the District shall pay the monthly sewer service charges imposed by Northglenn. Pricing for monthly sewer service under this Agreement shall be the same as the pricing Northglenn charges to other customers making comparable uses, as the same may be amended from time to time, the intent of this provision being that Northglenn shall not charge a premium or discount to the District for sewer service as compared to other properties.

2.3 Nothing in this Agreement shall be construed as amending or otherwise modifying that Intergovernmental Agreement dated December of 2009, by which Broomfield agreed to provide public water service to the District. The District shall remain obligated to connect to Northglenn's domestic water service in the event Northglenn's public water becomes available to the Property in accordance with the terms of such Intergovernmental Agreement dated December of 2009.

3.0 Water Quality, Quantity, Measurement and Accounting. The District agrees to comply with all federal, state and local laws, regulations and standards relating to the protection of water quality. The District shall implement appropriate measures to prevent the discharge of unpermitted pollutants, including but not limited to firefighting foams and polyfluoroalkyl substances, chemical or industrial waste. At no time shall the quantity of wastewater flows from the District exceed fifty thousand (50,000) gallons per month (the "Wastewater Maximum"). In the event the District exceeds the Wastewater Maximum, the District shall pay an additional twenty-five percent (25%) of the City's then existing base rate for such month in excess of the Wastewater Maximum. The District shall provide monthly water metering data through billing, received or in the alternative may be required to install a meter for measurement, as determined by Northglenn. The billing to the District shall be based on the average winter consumption of water, which is the water usage in the months of November through February. An initial tap fee in the amount of One Hundred Fifty-Five Thousand Dollars (\$155,000.00) shall be paid upon execution of this agreement and the District shall pay a monthly service fee which shall be recalculated annually based on the City's current sewer rate applicable to commercial service, and water metering data provided by Broomfield.

4.0 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.

5.0 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 laws of the Parties' various jurisdictions.

6.0 Binding Nature. This Agreement shall be binding upon the successors and assigns of each of the Parties hereto, except that none of the Parties may assign any of its rights or obligations hereunder, without the prior written consent of all the other Parties.

7.0 Assignment. This Agreement shall not be assigned by one of the Parties without the prior written consent of all other Parties to this Agreement.

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

Northglenn, Colorado 80233

With a copy to: Corey Y. Hoffmann, City Attorney
 Hoffmann, Parker, Wilson & Carberry, P.C.
 511 16th Street, Suite 610
 Denver, Colorado 80202

To Fire District: North Metro Fire Rescue District
 Attn: Fire Chief
 101 Spader Way
 Broomfield, Colorado 80020

9.0 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and permitted 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. Course of dealing, no matter how long, shall not constitute an amendment or modification of this Agreement.

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

CITY OF NORTHGLENN

Meredith Leighty, Mayor Date


ATTEST:

Johanna Small, City Clerk

APPROVED AS TO FORM:

City of Northglenn Attorney

NORTH METRO FIRE RESCUE DISTRICT



Chairman 4/16/24
Date

ATTEST:



Secretary

ATTACHMENT A

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 67th 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 Assignment. This Agreement shall not be assigned by a Party without the prior written consent of all other Parties to this Agreement.

9.0 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 16th 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 12/8/09
Date




ATTEST:



City Clerk, Deputy

APPROVED AS TO FORM:



City & County of Broomfield Attorney



CITY OF NORTHGLENN

Stephen M. M... 12/17/09
Mayor Date

ATTEST:

Shari Smar
City & County Clerk

APPROVED AS TO FORM:

Craig Z. Hoff
City of Northglenn Attorney

NORTH METRO FIRE RESCUE DISTRICT

John R. Kennell 12/21/09
Chairman Date

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM:

[Signature]
North Metro Fire Rescue District Attorney