APPENDIX L

Intergovernmental Agreements (IGA's)

Intergovernmental Agreements (IGA's)

Town of Windsor

Town of Severance

Town of Severance – Saddler

Town of South Fort Collins Sanitation District

Town of Wellington

SCOTT DOYLE, CLERK
LARIMER COUNTY CO
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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is made and entered into this 2ND day of JUNE, 2006, by and between the TOWN OF WINDSOR, COLORADO, a Colorado home-rule municipality, hereinafter referred to as "the Town," and BOXELDER SANITATION DISTRICT, a Colorado special district, hereinafter referred to as "the District";

WITNESSETH THAT:

WHEREAS, The Town and the District are Colorado governmental entities authorized by Colorado law to enter into agreements concerning the provision of governmental services; and

WHEREAS, the Town has received a comprehensive annexation and development proposal for a mixed-use development legally described on Exhibit "A," attached hereto and incorporated herein by this reference hereinafter referred to as "Shiloh Creek." This development is proposed to be located on the northeast corner of Weld County Road 13 and Weld County Road 74. The Shiloh Creek development is anticipated to be located entirely within the future sewer service area of the Town; and

WHEREAS, the Town's Water and Sewer Advisory Board has conducted a preliminary review of Shiloh Creek and has recommended to the Town Planning Department that any approval to the development be specifically conditioned upon the agreement of the developer to provide adequate sewer service to all aspects of the development and that septic systems not be approved for any portion of the development. Additionally, the Water and Sewer Advisory Board has recommended that Shiloh Creek ultimately be served by the Town's sewer utility; and

WHEREAS, because of lack of infrastructure, the Town is not presently capable of serving sewer to Shiloh Creek in the absence of the developer's agreement to extend the Town's currently existing sewer line to the development, and the Town and the developer agree that such an extension is not economically feasible at this time; and

WHEREAS, the District has existing sanitary sewer infrastructure in reasonable proximity (about one mile) to Shiloh Creek. This infrastructure and other components of the District's wastewater collection system connected thereto (such as the Rest Area Pump Station and associated pressure and gravity lines), pending some infrastructure capacity and other enhancements, could potentially be utilized to provide sanitary sewer service to Shiloh Creek. The wastewater plant of the District has sufficient capacity to service the build-out hydraulic and load of Shiloh Creek under current permit conditions and into the reasonably near future; and

WHEREAS, the property where Shiloh Creek is to be sited is included in the District, making the District the sanitary sewer service provider for the project until such time as the property may be excluded from the District in accordance with section 32-1-502, C.R.S.

✓MAIL TO:
BOXELDER SANITATION DISTRICT
P.O. BOX 1518
FORT COLLINS,CO 80522

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. By the terms of this IGA, the Town and the District agree that the District shall provide sewer service to Shiloh Creek on such terms and upon such conditions as the District may establish. The costs of the extension and enhancements related to the District's extending service to Shiloh Creek shall be paid by the developer and are not recoverable or otherwise to be reimbursed. These improvements become and remain the property of the District. Nothing contained herein shall limit or otherwise restrict the District from imposing whatever requirements of infrastructure construction, land dedication or other such conditions of service, as the District in its sole discretion may require. This includes the normal tap fees to reimburse the capital construction costs of the treatment plant.

2. The sanitary sewer infrastructure within Shiloh Creek shall meet or exceed the more stringent of the minimum design and construction standards and specifications of the Town and the District.

3. The District, using its customary practice, shall inspect the construction of the infrastructure within Shiloh Creek and accept the infrastructure if it meets or exceeds its performance specifications. This includes but is not limited to house laterals (owned and maintained by owner of the property served), collection and interceptor lines and manholes and other appurtenances attached thereto.

4. These sanitary sewer assets, exclusive of the house laterals, shall be dedicated to the District and become its assets.

5. The District, while it owns and controls the wastewater collection system within Shiloh Creek, shall maintain said wastewater collection system in conformity with its routine maintenance practices.

6. The wastewater collection system, while the District owns it, shall be subject to all District Rules and Regulations. Any properties utilizing said collection system shall be customers of the District and, if necessary, will be subject to the District's Industrial Pretreatment Program requirements.

7. The Town acknowledges that so long as the District serves Shiloh Creek with sanitary sewer service pursuant to its duty of compliance with its NPDES permit and laws applicable to the installation, operation and maintenance of the collection system, the Town shall not interfere with that duty by land use decisions that are incompatible with sewer capacity constructed on the basis of the Town's current or projected land use densities. Furthermore, the Town shall report immediately to the District any evidences of sanitary sewer overflows, any changes of commercial activities that may

require pretreatment permitting, any change in the water supply sources that may impact the water quality of the wastewater, or any other new information that should be reported to the District to assure it remains in compliance. The District shall from time to time notify the Town of specific information the Town should provide relevant to the District's sewer service to this development. Failure to provide information specifically identified herein as relevant to permit compliance and within the control of the Town sufficiently to materially contribute to noncompliance resulting in civil penalties to the District shall be grounds for termination of this IGA by the District or civil action for damages by such breach of IGA.

8. The Town and the District agree that the Town has the right to require the Shiloh Creek developer to enter into a comprehensive annexation and development agreement that shall in part address the obligation of the Shiloh Creek developer to connect to the Town's sewer utility when such connection is economically feasible. The terms and conditions of this development agreement, as those terms and conditions relate to sewer service, shall be subject to review and approval by the District.

9. As long as Shiloh Creek property remains included in the District, in accord with applicable statutory provisions the District is obligated to provide service to the development.

10. The anticipated Shiloh Creek wastewater instantaneous flow (max) is not to exceed five hundred nineteen thousand (519,000) gallons per day, mean daily flow is not to exceed one hundred forty-one thousand (141,000) gallons per day and the average daily organic loading (BOD) is not to exceed two hundred eighty-six (286) pounds per day.

11. Not less than one year prior to Shiloh Creek's anticipated date of termination of its wastewater discharges to the District's wastewater collection system, the Town shall advise the District of this event in writing.

12. When Shiloh Creek is required to connect to the Town's sewer utility pursuant to the aforesaid annexation and development agreement, the District agrees that upon such connection it shall relinquish its right to serve Shiloh Creek and shall convey to the Town the District-owned wastewater collection system within Shiloh Creek, which was used to service the development in an "as-is" condition.

13. The transfer shall not involve any portions of the District-owned wastewater collection infrastructure off-site from Shiloh Creek.

14. The District's sanitary sewer assets located within Shiloh Creek shall be transferred to the Town in an "as is" condition with no warranty, recognizing that the construction

is to be in accordance with the more restrictive of the minimum specifications of the Town and District.

15. The District will not be responsible for any clean up of sanitary sewer infrastructure or of water, soil or other media that may have been subject to any impact from the presence or operation of the Shiloh Creek sanitary sewer infrastructure, subsequent to the transfer of the Shiloh Creek development sanitary sewer infrastructure to the Town.

16. After the connection of Shiloh Creek to the Town's sewer utility and pursuant to the then existing requirements of the Windsor Municipal Code, the Town shall commence service to the development, and thereafter be obligated to maintain the infrastructure conveyed to the Town pursuant to this IGA. The transfer of the wastewater infrastructure within Shiloh Creek shall terminate all obligations of the District concerning the sanitary sewer assets transferred to the Town.

17. The Town and the District shall address by supplemental agreement such procedural and managerial issues that may arise relating to the transfer of Shiloh Creek sanitary sewer service from the District to the Town. This includes the resolution of disputes between the two entities.

18. If the Town intends to exclude Shiloh Creek from the District in accordance with 32-1-502, CRS, it agrees that at least six months prior to petitioning the court for the exclusion of the site from the District, the two governments will prepare and complete to the reasonable satisfaction of the District, an Exclusion Plan which will address issues including but not limited to the effect of exclusion of Shiloh Creek on the District's bonded indebtedness, the District's programs intended to ensure compliance with applicable portions of the federal Clean Water Act and associated federal regulations, and state Water Quality Act and associated state regulations, as applicable to Shiloh Creek. This exclusion, if it occurs, must take place after the transfer of Shiloh Creek collection system from the District to the Town.

19. Indemnity: To the extent permitted by law, the District shall indemnify the Town against any claims made before the transfer of the Shiloh Creek collection system from the District to the Town, except any claims based, or related to, alleged problems with the sanitary sewer infrastructure within the Shiloh Creek development. To the extent permitted by law, the Town shall indemnify the District against any claims made after the transfer of the Shiloh Creek collection system from the District to the Town.

20. This IGA shall become effective upon approval of its terms by the Windsor Town Board and the Board of Directors of the District and shall remain in effect for a period of five (5) years unless extended through formal actions by both the Town Board and the District Board.

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21. This IGA shall be rendered void if the District is dissolved or merged or otherwise subsumed by another entity, unless that entity and the Town agree to extend this agreement within a reasonable time of such transaction.

22. The Town and the District specifically acknowledge that the provisions of this IGA are intended to address the rights and obligations of the Town and the District and such provisions are not intended to create any rights or provide any benefits to the developer of Shiloh Creek, the developer's successors or assigns.

23. Should litigation be necessary for the resolution of any dispute arising from this IGA, then the prevailing party shall be paid litigation expenses by the other party including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have signed this IGA the day and year first written above.

TOWN OF WINDSOR, COLORADO

By _____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Rod Wensing, Town Manager

_____
John P. Frey, Town Attorney

BOXELDER SANITATION DISTRICT

_____
Fred Walker
Chairman of the Board of Directors

ATTEST:

_____
Secretary

INTERGOVERNMENTAL AGREEMENT
BETWEEN SOUTH FORT COLLINS SANITATION DISTRICT AND
BOXELDER SANITATION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is effective the 13th day of January, 2010, between South Fort Collins Sanitation District, a statutory special district and political subdivision of the State of Colorado ("South"), and Boxelder Sanitation District, a statutory special district and political subdivision of the State of Colorado ("Boxelder"). Collectively South and Boxelder will be referred to as the "Parties".

WHEREAS, the Parties have separate and distinct sanitary sewer service areas, and portions of their respective service areas are adjacent to each other in certain areas in and around the Town of Timnath; and

WHEREAS, the Parties are able to provide sanitary sewer services within their respective service areas; and

WHEREAS, the Parties have an interest in providing sanitary sewer service to their prospective customers in new developments within their respective service areas; and

WHEREAS, the Parties must plan for the future needs of their customers and, by working together, can better plan their respective future infrastructure needs and finances to construct such infrastructure; and

WHEREAS, the Parties desire to delineate clearly those portions of their respective service areas that are located within T7N R68W Sections 25, 26, 27, 34, 35 and 36 and T6N R68W Sections 2 and 3, Larimer County, Colorado, in and around the Town of Timnath.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the mutual receipt of which is hereby acknowledged, the Parties agree as follows:

1. South and Boxelder agree that Exhibit A, attached hereto and incorporated herein by this reference, delineates clearly the boundary lines segregating those portions of their respective separate, distinct and adjacent Service Areas that are located within T7N R68W Sections 25, 26, 27, 34, 35 and 36 and T6N R68W Sections 2 and 3 Larimer County, Colorado in and around the Town of Timnath.

2. South and Boxelder each agree to recognize and respect the service area of the other, as depicted on Exhibit A hereto.

3. South and Boxelder each agree to provide sanitary sewer service only within its own service area, as depicted on Exhibit A hereto.

4. South and Boxelder agree that any applicant requesting sanitary sewer service from South or Boxelder for service outside of its respective service area and inside the service area of the other will be referred to the other for provision of sanitary sewer service.

MAIL TO:
BOXELDER SANITATION DISTRICT
P.O. BOX 1518
FORT COLLINS,CO 80522

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Scott Doyle, Larimer County, CO

5. South and Boxelder agree that adjustments in their respective service areas associated with the above referenced lands and where their service area boundary lines are adjacent to each other, as depicted on Exhibit A, will be made by mutual written agreement of the Parties. The Parties agree to act in good faith when adjustments are requested by either party to this agreement.

6. This Agreement shall be effective on the date first above written and remain in effect on a perpetual basis.

7. This Agreement may be amended only in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties' authorized representatives have hereinbelow set their hands to be effective the day and year first written above.

[SEPARATE SIGNATURE PAGE]

SOUTH FORT COLLINS SANITATION DISTRICT,
a statutory special district and political subdivision
of the State of Colorado

By: Eldon R. Savage
Eldon Savage
Chairman of the Board of Directors

SOUTH FORT COLLINS SANITATION DISTRICT SEAL LARIMER COUNTY COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this 13th day of January, 2010, by Eldon Savage as Chairman of the Board of Directors of SOUTH FORT COLLINS SANITATION DISTRICT, a statutory special district and political subdivision of the State of Colorado.

Witness my hand and official seal.

KATHY L. HAWKINS NOTARY PUBLIC STATE OF COLORADO

Notary Public Kathy L. Hawkins

My Commission Expires: 6/1/2012

BOXELDER SANITATION DISTRICT,
a statutory special district and political subdivision
of the State of Colorado

By: Les Gelvin
Les Gelvin
Chairman of the Board of Directors

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Acknowledged before me this 13th day of January, 2010, by Les Gelvin as Chairman of the Board of Directors of BOXELDER SANITATION DISTRICT, a statutory special district and political subdivision of the State of Colorado.

Witness my hand and official seal.

PATRICIA S. MATHENA
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 2/4/2014

Notary Public Patricia S Mathena

My Commission Expires: 02/04/2014

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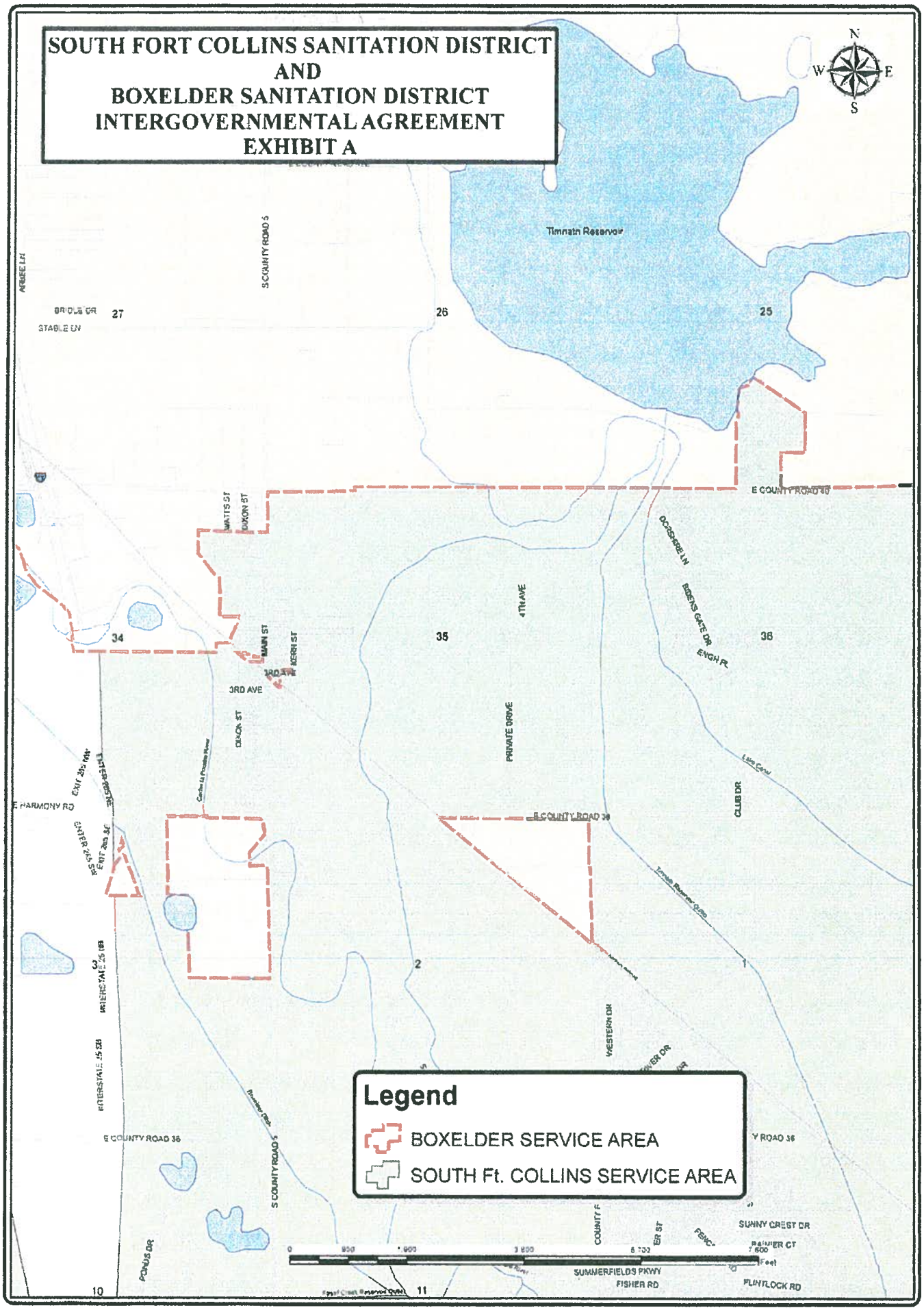
SOUTH FORT COLLINS SANITATION DISTRICT AND BOXELDER SANITATION DISTRICT INTERGOVERNMENTAL AGREEMENT EXHIBIT A



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INTERGOVERNMENTAL AGREEMENT CONCERNING COOPERATIVE SERVICE AREA

THIS AGREEMENT, effective the 20th day of November, 2007, by and between Boxelder Sanitation District, a statutory Colorado special district (the "District"), and the Town of Severance, a Colorado municipal corporation (the "Town"), witnesseth that,

WHEREAS, representatives of the District and the Town have met to discuss the mutual desirability of cooperation between them concerning sanitary sewer service within lands described more particularly hereinbelow; and

WHEREAS, the parties now wish to reduce to writing their understandings in this regard.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration the mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. The following described lands shall constitute the Cooperative Service Area as that term is used in this agreement:

> The North One-Half of Section 16, Township 7 North, Range 67 West of the 6th P.M. Weld County, Colorado

2. For the purpose of any future sanitary sewer services needed within the Cooperative Service Area, the parties shall cooperate to determine which entity shall serve such area, based upon expediency, economic considerations, and landowner interests.

3. This Agreement shall be interpreted according to the laws of the State of Colorado. Sole venue for any action to enforce this Agreement shall be the state courts of Weld County, Colorado. This Agreement shall be binding upon the parties' successors and assigns, and may only be amended in writing duly executed by the parties. In the event of breach hereof by either party, the non-breaching party shall, in addition to all other available remedies, be entitled to seek and obtain specific performance hereof and be entitled to the award of its costs including reasonable attorney fees incurred by reason of such breach.

MAIL TO:
BOXELDER SANITATION DISTRICT
P.O. BOX 1518
FORT COLLINS,CO 80522

IN WITNESS WHEREOF, the parties' authorized representatives have hereinbelow set their hands, effective the date first above written.

Boxelder Sanitation District,
a statutory Colorado special district

By: Fred E. Walker
Fred E. Walker, General Manager

Town of Severance,
a Colorado municipal corporation

By: Pierre D. DeMilt
Pierre DeMilt, Mayor

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1 of 38 R 191.00 D 0.00 Steve Moreno Clerk & Recorder

INTERGOVERNMENTAL AGREEMENT CONCERNING SADDLER P.U.D.

THIS AGREEMENT, effective the 20th day of November, 2007, by and between Boxelder Sanitation District, a statutory Colorado special district (the "District"), and the Town of Severance, a Colorado municipal corporation (the "Town"), witnesseth that,

WHEREAS, Saddler Planned Unit Development ("SPUD") is an approved planned unit development located within the town limits of the Town. The legal description of SPUD is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the owners of SPUD previously petitioned into the District, were included in the District, and had originally planned to receive sanitary sewer service from the District; and

WHEREAS, the Town approved SPUD on the understanding that it would receive its sanitary sewer service from the District; and

WHEREAS, in May, 2007 the owners of SPUD filed a petition with the District's board of directors to exclude SPUD from the District; and

WHEREAS, the District's board of directors held three advertised public hearings on the petition for exclusion in which one or more representatives from the Town were present; and

WHEREAS, on September 13, 2007 the District's board of directors gave its conditional approval to the petition for exclusion; and

WHEREAS, the conditions for approval of the exclusion petition have now been satisfied, and it is anticipated that the appropriate court will soon issue its final order of exclusion of SPUD from the District; and

WHEREAS, the owners of SPUD now intend that their development receive sanitary sewer service from a membrane bioreactor plant (the "MBR Plant") to be constructed by the Saddler Metro District; and

WHEREAS, SPUD is currently located within the service area of the District, and it would be appropriate for SPUD to be excluded from the District's service area; and

WHEREAS, the owners of SPUD agreed as a condition of SPUD's exclusion from the District to collect certain District charges, and the parties hereto have discussed the methodology for collection of such charges at the time building permits for structures in SPUD are obtained from the Town; and

MAIL TO:
BOXELDER SANITATION DISTRICT
P.O. BOX 1518
FORT COLLINS,CO 80522

WHEREAS, the parties wish to reduce to writing their understandings concerning these matters.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration the mutual receipt of which is hereby acknowledged, the parties agree as follows:

1. For all residential and non-residential properties in SPUD (regardless of any future amendments to the SPUD plat that may affect density) which receive sanitary sewer service from the MBR Plant or from any other non-District sewage treatment entity, the Town shall collect the following charges at the time of issuance of the first Town building permit associated with each specific property:

a. The North Timnath Properties, LLC Unit Recovery Charge, as provided for in the agreement entered into September 1, 2006 between the District and North Timnath Properties, LLC and recorded in real property records of Larimer County, Colorado at reception number 2006-0066876, a copy of which agreement is attached hereto as Exhibit B and incorporated herein; and

b. The District Unit Recovery Charge associated with the total cost of construction of Drake Interceptor Number 1.

c. Upon application for building permits within SPUD, the Town shall provide to the District the information contained in the application in order for the District to determine the amounts owed in accordance with 1a and 1b above.

The District will inform the Town of the precise amount due and owing for each SPUD property at the time of collection. Said amount will include the Town's administrative collection fee and the amount due the District. The Town will require each payor to write a separate check to the District for the amounts owed, which check the Town will forward to the District when the Town receives it. If any such check does not clear the bank, then the District will so notify the Town and the Town will take appropriate administrative action to prompt proper payment of the District charges (e.g., cease processing development applications if appropriate, withhold permits if appropriate, etc.); the Town will not be required to institute legal action, however. The District will inform the Town when the above charges are no longer applicable to SPUD properties and need no longer be collected. The District will pay the Town a reasonable administrative fee, in an amount determined by the Town, per collection transaction, on a quarterly basis.

2. The parties shall cooperate in obtaining the approval of the North Front Range Water Quality Planning Association for the exclusion of SPUD from the District's service area. They shall support such exclusion and endorse the same to the North Front Range Water Quality Planning Association or other applicable approval entities. In the

event the Town shall desire SPUD to be included within the Town's service area for sanitary sewer service, the District shall not object thereto.

3. This Agreement shall be interpreted according to the laws of the State of Colorado. Sole venue for any action to enforce this Agreement shall be the state courts of Weld County, Colorado. This Agreement shall be binding upon the parties' successors and assigns, and may only be amended in writing duly executed by the parties. In the event of breach hereof by either party, the non-breaching party shall, in addition to all other available remedies, be entitled to seek and obtain specific performance hereof and be entitled to the award of its costs including reasonable attorney fees incurred by reason of such breach.

IN WITNESS WHEREOF, the parties' authorized representatives have hereinbelow set their hands, effective the date first above written.

Boxelder Sanitation District,
a statutory Colorado special district

By: Fred E. Walker
Fred E. Walker, General Manager

Town of Severance,
a Colorado municipal corporation

By: Pierre DeMilt
Pierre DeMilt, Mayor

SCOTT DOYLE, CLERK
LARIMER COUNTY CO
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INTERGOVERNMENTAL AGREEMENT
ON
COOPERATIVE SERVICE AREA

THIS AGREEMENT is made and entered into this 15 day of August 2001, by and between BOXELDER SANITATION DISTRICT, a political subdivision of the State of Colorado, and the Town of Wellington.

The Town of Wellington and the Boxelder Sanitation District met on December 13, 2000 in the Wellington offices to discuss long range plans for sewer service facilities in the area south of the then existing Wellington Town area. It was agreed between the two parties that for the purpose of any future sewer line extensions, the northern half of Sections 14, 15, 16 and 17, Township 8 North, Range 68 West would be cooperative service areas between the Town of Wellington and Boxelder Sanitation District. That is, in the future, both governmental entities would cooperate on which entity would serve the above defined cooperative service area, based on expediency, economic considerations, and landowner interests.

Subsequent to the December meeting, Wellington found it necessary to alter its mapping. The change in mapping increases the cooperative service area between the governmental entities. The cooperative service area expanded with the addition of i) the southwest quarter of Section 8, T8N, R68W, ii) Section 7, T8N, R68W, and iii) east 2/3 of Section 12, T8N, R69W.

As evidenced by the signatures below, both entities hereby agree to the new description of the Cooperative Service area, described in total as:

1. T8N, R68W, north half of Section 14;
2. T8N, R68W, north half of Section 15;
3. T8N, R68W, north half of Section 16;
4. T8N, R68W, north half of Section 17;
5. T8N, R68W, southwest quarter of Section 8;
6. T8N, R68W, Section 7; and
7. T8N, R69W, east 2/3 of Section 12.

This Intergovernmental Agreement on Cooperative Service Area may be amended or modified only by written instrument executed by or on behalf of the parties hereto.

This Intergovernmental Agreement on Cooperative Service Area shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Mail to:
Boxelder Sanitation District
PO Box 1518
Fort Collins CO 80522

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement of Cooperative Service Area on the date and year first above written.

BOXELDER SANITATION DISTRICT
A political subdivision of the State of Colorado
2217 Airway Avenue, #3
P. O. Box 1518
Fort Collins, CO 80522

General Manager

Date: 8/14/01

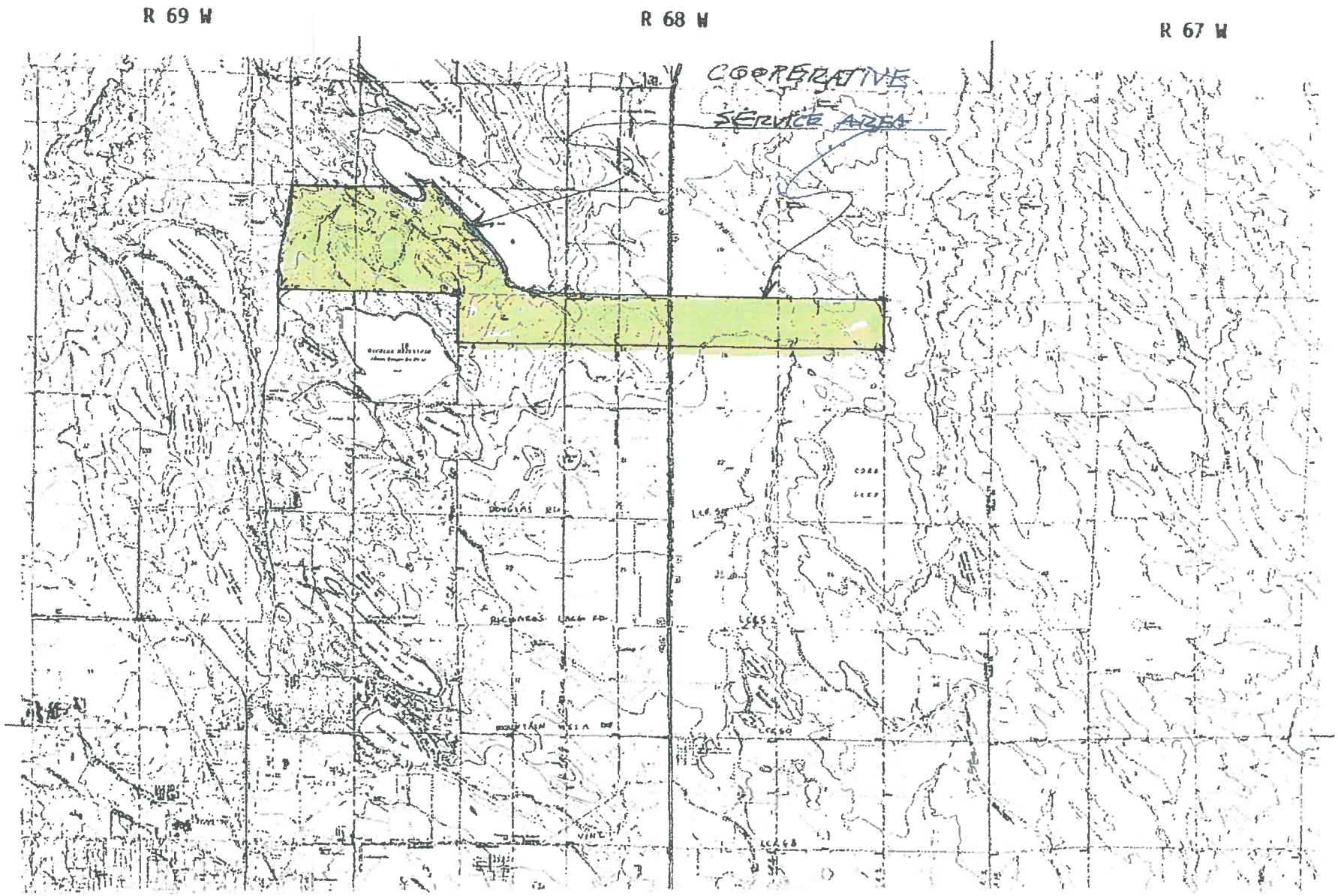
Witness:

Town of Wellington
3735 Cleveland Ave.
P. O. Box 127
Wellington, CO 80549

~~General Manager~~
Town Administrator

Date: 8/14/01

Witness: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COOPERATIVE
SERVICE AREA