KERN BOARD REGULAR MEETING

July 20, 2020 - 5:00 PM or following the Town Board Regular Meeting
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

AGENDA

1. Call to Order
2. Roll Call
3. Resolution No. KB2020-02 -- A Resolution Approving the Assignment of the Diamond Valley Amended Carriage Agreement to the Raindance Metropolitan District No. 1 - - Ian D. McCargar, Town Attorney
4. Report of Bills
5. Introduction of Kern General Counsel, Presentation - - Brad Grasmick
   Information item

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.

MEMORANDUM

Date: July 20, 2020

To: Kern Reservoir and Ditch Company Board of Directors

From: Ian D. McCargar, Town Attorney

Re: Consent to Assignment of Diamond Valley, LLC, Amended Carriage Agreement

Item #: 3.

Background / Discussion:

Diamond Valley, LLC, has requested that the Kern Board approve an assignment of Diamond Valley, LLC's rights under a 2019 Amended Carriage Agreement to the Raindance Metropolitan District No. 1. The 2019 Amended Carriage Agreement is attached for reference.

The Carriage Agreement is the legal tool by which the Kern agrees to transport non-Kern water rights through its system. The Amended Carriage Agreement requires the Kern's written consent to this proposed assignment.

We have been informed that Diamond Valley LLC, is also conveying to the District the underlying water right carried under the Carriage Agreement. This water right is for 1 cfs of flow under a contract water right tied to the Altergott Annexation.

I have attached the Assignment and Consent form presented by Diamond Valley, LLC. If this assignment is approved, the Kern President and Secretary will sign where indicated, and Kern staff will deliver the approved Assignment to Diamond Valley, LLC.

Financial Impact:

None.

Relationship to Strategic Plan:

Prosperous local economy

Recommendation:

Approve assignment of Diamond Valley, LLC, Amended Carriage Agreement; simple majority required

ATTACHMENTS:

- 2019 Amended Kern-Diamond Valley Carriage Agreement
- July 20, 2020, Assignment and Consent
- Resolution No. KB2020-02 -- A Resolution Approving the Assignment of the Diamond Valley Amended Carriage Agreement to the Raindance Metropolitan District No. 1

AMENDED CARRIAGE AGREEMENT

This Amended Carriage Agreement ("Agreement") is made and entered into this 30th day of May, 2019 ("Effective Date"), by and between Diamond Valley, L.L.C. ("DV"), and the Kern Reservoir and Ditch Company ("Kern").

RECITALS

WHEREAS on December 10, 2018 the Town of Windsor executed a Quit Claim Deed recorded at reception number 4452729 of the Weld County real estate records (the "Quit Claim Deed") conveying certain property to DV. The description of the property in the Quit Claim Deed contained errors in a reference the date and reception number of a previously executed Special Warranty Deed (the "Previous Special Warranty Deed"). As a result, the Town of Windsor has executed a correction quitclaim deed.

WHEREAS DV and Kern entered into a Carriage Agreement on January 14, 2019. The Carriage Agreement contained the same errors in the second whereas clause of that agreement and referenced the Quit Claim Deed.

WHEREAS DV and Kern are entering into this this Amended Carriage Agreement solely for the purpose of correcting the errors in what is now the fifth whereas clause as is indicated below. In all other respects this Amended Carriage Agreement is identical to the original Carriage Agreement.

WHEREAS, Kern is the owner of a certain water storage facility known as Kern Reservoir, and certain water conveyance structures in the Town of Windsor; and

WHEREAS, certain water rights described as One half (1/2) of those Water Rights conveyed to the Town of Windsor ("Windsor") from Chancellor Farms, LLC by Special Warranty Deed dated December 8, 1997, recorded July 24, 1998 under Reception No. 2628396 ("DV Water Rights") were conveyed by Windsor to DV on December 10, 2018 by Quitclaim Deed as corrected by that certain correction deed signed on May 22, 2019; and

WHEREAS, the DV Water Rights entitle the owner to receive 1 cfs of water, not to exceed 240 acre-feet of water in any given year, from April 15 to October 31; and

WHEREAS, the DV Water Rights have historically been delivered by Kern to DV at the Kern South Outlet Flow Measurement, shown as #1 on Exhibit 1 attached hereto and historically used at the property now known as Diamond Valley Park; and

WHEREAS, DV prefers to use the DV Water Rights at alternate locations as described in Exhibit 2 attached hereto (hereinafter the "DV Lands") which would require the water be carried in a different lateral within the Kern System; and

WHEREAS, DV shall, for the purpose accounting their volumetric and flow limits, have its water measured at the Kern South Outlet Flow Measurement; and

WHEREAS, Kern and DV have negotiated certain "Operating Protocols" which shall be memorialized by this Agreement so that the DV Water Rights can be delivered by Kern via other laterals and DV can use its water on the DV Lands;

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties, the above Recitals and upon the conditions herein stated, the Parties agree as follows:

AGREEMENT

1. The above recitals are incorporated as if fully restated herein.

2. Term. The term of this Agreement shall be from the Effective Date of this Agreement until March 31, 2020. This Agreement shall automatically renew for successive one-year terms unless either Party provides notice in writing of its intent to amend or terminate this Agreement to the other Party at least 60 days prior to the expiration of any term. After notice to amend or terminate is provided, Parties shall negotiate any amendments or a new agreement in good faith. After 5 full and consecutive years of operating under this Agreement, DV may request this Agreement be approved for a longer term and the parties will negotiate in good faith regarding extending the term of this Agreement. Termination of this agreement shall neither affect DV's right to the DV Water nor its claims or arguments of legal rights to carriage of the DV Water in the Kern System.

3. Deliveries.

    a. Point of Delivery. Kern shall measure DV's water at the Kern South Outlet Flow Measurement, shown as #1 on Exhibit 1 and all volumetric limits shall be calculated based on the measurement at that point. The DV Water shall then be carried in the Kern lateral, measured again at the "DV Flume" as identified on Exhibit 1, and described in Paragraph 4.e. below, and thereafter carried to the "Transfer Point" as shown on Exhibit 1 attached hereto. DV shall bear a pro-rata portion of conveyance losses, if any, associated with the DV Water from the Kern South Outlet Flow Measurement to the "DV Flume," as measured at the DV Flume and assessed by Kern. DV shall also bear all conveyance losses from the DV Flume to the Transfer Point and shall be responsible for any losses thereafter to any of the DV Lands.

    b. Timing of Deliveries. DV shall provide Kern with a request to take delivery of its water during normal business hours, no less than 48 hours prior to the time it intends to take such delivery and shall notify Kern at least 24 hours in advance when it wishes to stop delivery of the DV Water.

    c. Delivery During Irrigation Season. DV shall only be entitled to take delivery of the DV Water Rights at the Transfer Point from April 15 to October 31.

    d. No Storage Rights. Nothing herein shall be construed to grant DV any right or authorization to store water in Kern Reservoir.

e. Maintenance and Repairs. Kern may refuse to deliver the DV Water Rights at the Transfer Point during times Kern is repairing or maintaining any structures which may be impacted by the delivery of the DV Water Rights, or at those times Kern is unable to delivery water due to the events described in Paragraph 4.c., below.

f. Accounting. Kern shall maintain accounting of all deliveries of the DV Water, and shall provide copies of such accounting to DV. Parties shall cooperate to incorporate measurement of deliveries of the DV Water, and any structure necessary for such measurement and delivery, into the current SCADA system. Each party shall cooperate to provide requisite information regarding the DV Water to the State and/or Division Engineer. DV shall be responsible for all accounting of the DV Water after it takes delivery, including but not limited to assessing requisite conveyance losses.

4. Use of Structures. DV may at times request the use of certain ditches, water conveyance structures, gates and measuring devices owned and operated by Kern Reservoir and Ditch Company as shown in Exhibit 1 ("Kern System"). Kern hereby grants to DV a revocable license to use such structures, for the sole use of delivering the DV Water Rights pursuant to this Agreement, subject to following terms and conditions:

a. Capacity. DV shall be allowed to use the Kern System as shown on Exhibit 1 attached hereto to carry a maximum of 1 cfs, or such lesser maximum as Kern reasonably determines available, in accordance with the terms of this Agreement. Either party may request delivery amounts or delivery schedules of amounts other than 1 cfs, which must be approved by the non-requesting party prior to delivery of such other amounts. Nothing in this paragraph shall be construed to require Kern to deliver an amount greater than 1 cfs or to exceed delivery of 240 acre-feet in any year. DV's carriage rights in the conveyance structures granted herein are subordinate to the primary right of Kern to use its conveyance structures for delivery of water to shareholders.

b. Delivery for Irrigation Use on DV Lands. Kern's obligations to deliver water shall be limited as stated in this Agreement. DV shall be responsible for obtaining any other rights as may be necessary for delivery of the DV Water to the DV Lands.

c. No Liability for Non-Delivery. Kern shall have no liability for failure to deliver the DV Water Rights due to causes or events beyond Kern's control and without the fault or negligence of Kern including, but without limitation, the lack of available excess capacity in the conveyance structures due to delivery to shareholders or storm-water runoff, failure of the Kern Reservoir Dam or any corresponding facilities, acts of God, sudden acts of the elements such as floods, earthquakes, tornados, sabotage, vandalism, terrorism, war, fire, explosion, severe cold or hot weather, and snow.

d. Additional Structures. Subject to Kern's review and approval, which shall not be unreasonably withheld, DV shall design and install such structures in Kern's water conveyance structures as are necessary to measure and deliver the DV Water Rights. Any new structures shall be solely owned by Kern, and Kern shall be responsible for ongoing maintenance, repair or replacement costs associated therewith.

e. Measurement. The Parties shall jointly pay for the installation of a calibrated measuring device at the location identified as the DV Flume shown on Exhibit 1, with each party paying one half of the total cost of structure. Construction and operation of the structure shall in no way interfere with or impact the flow of water in the ditch. DV shall cooperate with Kern to adequately and accurately account for the delivery and use of DV's water which is delivered via the Kern system.

i. If the DV Flume structure is not installed and incorporated into Kern's SCADA prior to initial delivery of the DV Water, DV shall be assessed a fourteen percent (14%) ditch loss from the Kern South Outflow Measurement to the future location of the DV Flume structure as identified on Exhibit 1.

5. Operation. Kern shall be responsible for the daily operation of the structures owned and operated by Kern, and DV shall have no rights to operate any facilities owned or controlled by Kern.

6. Payments. DV shall be required to pay for 1/12th of the Kern costs as specified and billed pursuant to paragraphs 4,5, 6 and 7 of that Stipulation and Agreement dated May 31, 1992 recorded Weld County Clerk and Recorders Office reception no. 02292405 and attached as Exhibit 3 except that: 1) the assessment shall be mailed or delivered to Diamond Valley, LLC at 1625 Pelican Lakes Point, Suite 201, Windsor Colorado, 80505, Attn Accounts Payable or to other addresses or persons as DV provides Kern in writing; and 2) it is not necessary for Kern to include copies of receipts with the assessment, but will provide the copies upon request by DV.

7. Indemnification. DV does hereby indemnify and agrees to hold Kern harmless of and from any claims or causes of action from third parties against Kern arising out of the actions of DV pursuant to this Agreement.

8. No Adverse Possession. No act by DV under this Agreement shall be considered, or claimed by DV, to be adverse possession of any water conveyance structure or other property owned or controlled by Kern.

9. No Assignment of Rights. DV may not assign the rights granted by this Agreement, except by express written authorization from Kern which shall not be unreasonably withheld, except that DV may assign this agreement without approval to an entity that Martin Lind, the majority owner of DV, is also a majority owner of. In the event of such an assignment, DV shall provide written notice of the assignment to Kern. No partial assignments of this Agreement shall be allowed.

10. Complete Agreement. This document represents the complete agreement of the Parties hereto and no oral modification of this Agreement shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

11. Successors and Assigns. This Agreement is binding on the Parties, their successors and assigns.

12. No Waiver. By entering into this Agreement, DV is not waiving any right to assert that such an agreement is necessary for it to obtain delivery of the DV Water.

KERN RESERVOIR AND DITCH COMPANY

By: John Thornhill, Superintendent

DIAMOND VALLEY, L.L.C.

By: Martin Lind, Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 30 day of May, 2019, by John Thornhill, Superintendent of the Kern Reservoir and Ditch Company.

WITNESS my hand and official seal.
My commission expires: 4/23/2022

ERIN PORTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184017454
MY COMMISSION EXPIRES 4-23-2022

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Martin Lind, Manager on behalf of Diamond Valley, LLC.

WITNESS my hand and official seal.
My commission expires: September 9, 2020

LARA D WYNN
Notary Public
State of Colorado
Notary ID # 20044032091
My Commission Expires 09-09-2020

Notary Public

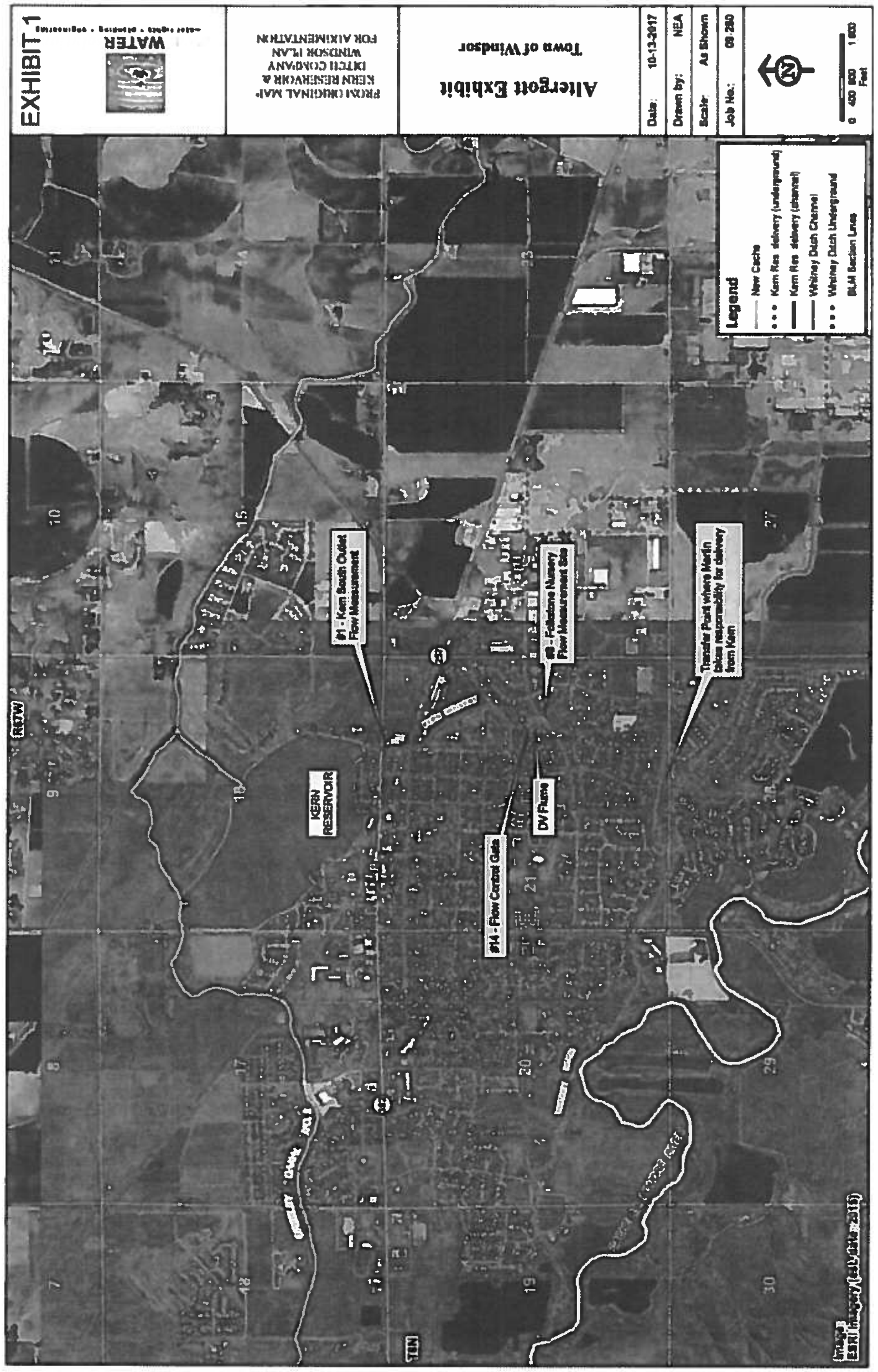


EXHIBIT 1
WATER
Allergott Exhibit
Town of Windsor
Date: 10-13-2017
Drawn by: NEA
Scale: As Shown
Legend
New Cache
Kern Res delivery (underground)
Kern Res delivery (channel)
Whitney Ditch Channel
Whitney Ditch Underground
BLM Section Lines
KERN RESERVOIR
#1 - Kern South Outlet Flow Measurement
#8 - Folkstone Nursery Flow Measurement Site
DV Flume
#14 - Flow Control Gate
Transfer Point where Martin takes responsibility for delivery from Kern

Exhibit 2 to Carriage Agreement

Plat Name/Deed:	Reception No.	Date:
Land included in Plat: South Hill Subdivision, First Filing (a/k/a Frye Farm)	3563934	6/30/2008
Land included in Plat: South Hill Subdivision, Second Filing Plat (a/k/a Frye Farm)	4205654	5/23/2016
Land included in Plat: Water Valley West Subdivision (n/k/a Raindance)	3756094	3/15/2011
Land described in Deed: Hellerich to Pavistma Partners Property address: 7205 WCR 62, Windsor, CO 80550 (Pavistma Partners is n/k/a VIMA Partners, LLC)	2234876	12/4/1990
Land included in Plat: Trautman Subdivision, Second Filing	3490425	7/16/2007
Land described in Deed: Lindschmidt to VIMA Partners, LLC Property address: 8268 WCR 62, Windsor, CO 80550	3535879	2/19/2008
Land included in Plat: Water Valley Subdivision Phase 1	2439707	5/25/1995
Land included in Plat: Water Valley Filing Two Phase 1	2584757	12/16/1997
Land included in Plat: Water Valley Filing Two Phase 2	2630836	8/5/1998
Land included in Plat: Water Valley South Subdivision	3178243	3/7/2004
Land included in Plat: Water Valley South 9th Filing	3632954	6/26/2009
Land included in Plat: Water Valley South 16h Filing	3990788	1/17/2014
Land included in Plat: Rancho Water Valley Subdivision	3960020	8/29/2013
Land included in Plat: Water Valley Hillside Subdivision	3249825	1/5/2005
Land included in Plat: Hilltop Estates Subdivision	2712916	8/10/1999

AR2292405
B 1340 REC 02292405 06/18/92 15:45 $15.00 1/003
F 0378 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

EXHIBIT 3

DISTRICT COURT, WELD COUNTY, COLORADO

Case No. 90-CV-769

STIPULATION AND AGREEMENT

JACOB ALTERGOTT, JR. and DOROTHY M. ALTERGOTT,

Plaintiffs,

vs.

THE KERN RESERVOIR AND DITCH COMPANY, a Colorado Corporation,

Defendant.

Plaintiffs, Jacob Altergott, Jr. and Dorothy M. Altergott, hereinafter Altergotts, by and through their attorneys, Lind, Lawrence & Ottenhoff, and Defendant, The Kern Reservoir and Ditch Company, hereinafter Ditch Company, by and through its attorney, William H. Southard, stipulate and agree as follows:

1. This Stipulation and Agreement shall settle all claims made by the parties in this case and Case Nº 90-C-1398, County Court, Weld County, Colorado.

2. Altergott shall pay the sum of $551.00 for 1990 which is 1/6 of secretary net salary $377.05, ditch rider net salary and expenses $2,702.27, and operation and maintenance of ditch only, which includes employee FICA contribution, $221.67. The ditch company specifically waives all claims of interest or penalties for failure to pay this assessment in a timely manner.

3. Altergott shall pay the sum of $535.55 for 1991 which is 1/6 of secretary net salary $427.05, ditch rider net salary and expenses $2,706.28, and operation and maintenance of ditch only, which includes employee FICA contribution, $80.00. The ditch company specifically waives all claims of interest or penalties for failure to pay this assessment in a timely manner.

4. The claim by the ditch company that Altergotts are required to pay a portion of the insurance premium for insurance is hereby waived and it is agreed that neither Altergotts, their heirs, successors, personal representatives or assigns shall be assessed for insurance

IN REFERENCE TO BOOK 228, PAGE 187

EXHIBIT 3

premiums as a result this Settlement and Agreement or under the Water Deed and Memorandum of Agreement dated June 12, 1905.

5. Altergotts agree, not withstanding the Water Deed and Memorandum of Agreement of June 12, 1905, that they will pay to the ditch company one-sixth of the following actual expenditures paid by the ditch company: secretary net salary, ditch rider net salary and actual reimbursed expenses, and operations and maintenance expenses on the ditch, but not the reservoir, which includes employee FICA contributions. Altergotts, on behalf of their heirs, personal representatives and assigns, agrees to payment of these expenditures as long as Altergotts, their heirs, personal representatives and assigns exercise the right to receive delivery of water pursuant to the Water Deed and Memorandum of Agreement dated June 12, 1905.

6. The assessment of one-sixth of the expenses described above for any year shall be based on the expenses actually incurred in the previous year. For example, the 1992 assessment was based on 1991 expenditures. The ditch company shall mail, or deliver to Altergotts, at 9535 Weld County Road 66, Windsor, Colorado 80550, or at some other address specified by Altergott, a written assessment itemizing the amount for secretary salary, ditch rider salary and operations and maintenance of the ditch. Copies of receipts for operations and maintenance expenses shall be submitted with the assessment. Altergotts shall have the right to inspect the records of the ditch company, during normal business hours, to determine that the assessment has been properly levied pursuant to this Stipulation and Agreement.

7. Altergotts shall pay the assessment within thirty days of receipt. If Altergotts have any objection to any portion of the assessment they shall file a written objection with the ditch company within thirty days of the assessment. Any portion of the assessment for which there is no objection shall be paid to the ditch company. If the parties cannot resolve any disputed portion of the assessment by negotiation then either party may take such legal action as it deems necessary.

8. Each party shall bear their own attorney fees and Court costs.

9. This Stipulation and Agreement shall be binding on the parties, their heirs, personal representatives, successors and assigns.

10. This Stipulation and Agreement represents the complete agreement of the parties hereto and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

B 1340 REC 02292405 06/18/92 15:45 $15.00 3/003
F 0380 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

EXHIBIT 3

DATED this 31st day of May, 1992.

LIND, LAWRENCE & OTTENHOFF

Kim Lawrence

Kim R. Lawrence, #8366
Attorney for Plaintiffs
The Law Building
1011 Eleventh Avenue
Greeley, Colorado 80631
Telephone: 356-9160

Wm H. Southard

William H. Southard, #1223
Attorney for Defendants
1025 Ninth Avenue, #309
Greeley, Colorado 80631
Telephone: 353-1292

Jacob Altergott Jr.

Jacob Altergott, Jr., Plaintiff

Dorothy M. Altergott

Dorothy M. Altergott, Plaintiff

THE KERN RESERVOIR AND DITCH COMPANY

By Wayne Miller
Wayne Miller, President

ASSIGNMENT AND CONSENT TO ASSIGNMENT

(Kern Reservoir and Ditch Company Amended Carriage Agreement)

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT (“Assignment”) is made as of July 20, 2020 from **DIAMOND VALLEY, LLC**, a Colorado limited liability company ("Assignor") to **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a Title 32 special district ("Assignee").

1. **RECITALS.** Assignor is a party to the Amended Carriage Agreement dated May 30, 2019 with the Kern Reservoir and Ditch Company (“Carriage Agreement”). Paragraph 9 of the Carriage Agreement allows Assignor to assign its rights under the Carriage Agreement to a third party, with consent of the Kern Reservoir and Ditch Company, which consent shall not be unreasonably withheld.

2. **ASSIGNMENT.** For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, grants, transfers and assigns to Assignee all of Assignor's right, title and interest the Carriage Agreement.

3. **ACCEPTANCE OF ASSIGNMENT.** Upon delivery of this Assignment to Assignee, Assignee agrees to be bound by the terms of the Carriage Agreement, and Assignor shall have no further obligations under the Carriage Agreement.

IN WITNESS WHEREOF, Assignor has executed this instrument on this ____ day of July, 2020.

ASSIGNOR: **DIAMOND VALLEY, LLC**

By: ______________________________

______________________, ______________
Printed Name Title

STATE OF COLORADO)
)
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ___ day of August, 2020 by ______________________________, as ____________________, of Diamond Valley, LLC.

Witness my hand and official seal.
My commission expires: __________

____
Notary Public

ASSIGNEE:

RAINDANCE METROPOLITAN DISTRICT NO. 1

ATTEST

By: ______________________________

______________________, ____________
Printed Name   Title

____

______________________, Secretary
Printed Name

Date: ______________________

BY SIGNING BELOW, THE KERN RESERVOIR AND DITCH COMPANY CONSENTS TO THE ASSIGNMENT OF THE CARRIAGE AGREEMENT FROM DIAMOND VALLEY, LLC TO RAINDANCE METROPOLITAN DISTRICT NO. 1.

KERN RESERVOIR AND DITCH COMPANY

ATTEST

By: ______________________________
Paul Rennemeyer, President

____
David Sislowski, Secretary

Date: ______________________

KERN RESERVOIR AND DITCH COMPANY

RESOLUTION NO. 2020-KB 02

A RESOLUTION APPROVING THE ASSIGNMENT OF THE DIAMOND VALLEY AMENDED CARRIAGE AGREEMENT TO THE RAINDANCE METROPOLITAN DISTRICT NO. 1

WHEREAS, Kern Reservoir and Ditch Company ("Kern") is a duly-constituted Colorado non-profit corporation with offices in the Town of Windsor, County of Weld, State of Colorado; and

WHEREAS, the Kern Board of Directors has previously approved an Amended Carriage Agreement between the Kern and Diamond Valley, LLC, dated May 30, 2019; and

WHEREAS, Diamond Valley, LLC, has indicated its intention to transfer the water right being carried pursuant to the Amended Carriage Agreement, and has requested the Kern's consent to the companion assignment of the Amended Carriage Agreement; and

WHEREAS, the Kern's Board of Directors has considered the request and wishes to formally approve the assignment of the Amended Carriage Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE KERN RESERVOIR AND DITCH COMPANY BOARD OF DIRECTORS AS FOLLOWS:

1. The Board of Directors consents to the assignment of the May 30, 2019, Amended Carriage Agreement between the Kern and Diamond Valley, LLC, to the Raindance Metropolitan District No. 1.

2. The Board President and Secretary are authorized to execute the attached Assignment and Consent to Assignment.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 20th day of July, 2020.

KERN RESERVOIR AND DITCH COMPANY	ATTEST:
______________________________	______________________________
Paul Rennemeyer, President	David Sislowski, Secretary/Treasurer

MEMORANDUM

Date: July 20, 2020
To: Kern Reservoir and Ditch Company Board of Directors
From:
Re:
Item #: 4.

ATTACHMENTS:

- Kern Report of Bills May 1 through June 30 2020

KERN

05/01/2020 - 06/30/2020

Town of Windsor
301 Walnut Street
Windsor, CO 80550
www.windsorgov.com
(970) 674-2400
Mon-Fri 8am to 5pm

Account Number	Vendor	Description	GL Date	Check No	Amount
01-418-6253-605	LAWRENCE JONES CUSTER GRASMICK	AUG PLAN 02CW301	05/22/2020	94453	145.00
06-484-6240-605	MANWEILER HARDWARE INC	SCADA TOOLS FOR BATTERY ISSUES	05/08/2020	94263	63.60
06-484-6240-605	NAPA AUTO PARTS	BATTERY FOR DIAMOND VALLEY SCADA	05/08/2020	94297	30.53
06-484-6240-605	HENSLEY BATTERY LLC	BATTERIES - KERN	06/05/2020	94556	459.44
06-484-6240-605	HENSLEY BATTERY LLC	BATTERIES - KERN	06/05/2020	94556	459.44
06-484-6253-605	WHITNEY IRRIGATION COMPANY	MAY DITCH RIDER SERVICES	05/22/2020	94391	2,085.00
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2020	05/22/2020	94438	2,680.00
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2020	06/19/2020	94689	2,065.00
06-484-6260-605	XCEL ENERGY	UTILITIES	05/22/2020	94399	54.13
06-484-6260-605	XCEL ENERGY	UTILITIES	06/19/2020	94656	56.64
					8,098.78

LAWRENCE JONES CUSTER GRASMICK LLP
Attorneys at Law
5245 Ronald Reagan Blvd., Suite 1
Johnstown, CO 80534

Invoice submitted to:
Kern Reservoir and Ditch Company
Town Attorney
301 Walnut Street
Windsor, CO 80550

May 6, 2020

*In Reference To:*Aug Plan 02CW301

Invoice #57109

Professional Services

			Hours	Amount
4/1/2020	BG	Review dry up and projection information from Clearwater; file and serve same on Division Engineer and parties to the case.	0.50	137.50
		For professional services rendered	**0.50**	**$137.50**

Additional Charges :

4/1/2020	Colorado Courts E-Filing: Notice of Dry Up with supporting documents	7.50
	Total costs	**$7.50**
	Total amount of this bill	**$145.00**
	Balance due	$145.00

PLEASE MAKE CHECKS PAYABLE TO LAWRENCE JONES CUSTER GRASMICK LLP.

DUE UPON RECEIPT. 1.5% PER MONTH INTEREST CHARGED ON ALL PAST DUE BILLS. REFLECTS ONLY PAYMENTS AND CHARGES THROUGH ABOVE DATE.

PLUMBING & ELECTRICAL SUPPLIES
POWER TOOLS, HOUSEWARES, SPORTING GOODS & LICENSES

BENJAMIN MOORE PAINTS & TRAEGER GRILLS

MANWEILER HARDWARE, INC.

418 Main Street
Windsor, Colorado 80550
Phone (970) 686-9934

TERMS: Net 30 days. A FINANCE CHARGE OF **1%** PER MONTH or an ANNUAL PERCENTAGE RATE of **12%** added to accounts after 60 days.

CUSTOMER'S ORDER NO. Open Space
DATE 04-24-20
NAME Town of Windsor
ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MD. RET.	PAID OUT
			✓			

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Digital Multimeter		39 99
1	5 pc. Nut Driver		21 99
1	AAA 8pk		8 69
			70 67
		less	7 07
			63 60
	Tax		NT
	Total		

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED THIS BILL

RECEIVED BY

1- 29749

5988106

NAPA AUTO PARTS

STORE
500001533
AAA Auto Parts, Inc.
215 Main Street
970-686-7777
Windsor, CO 80550
(970) 686-7777

Time:13:11 Date:04/30/2020 Page: 1/1

Employee: 64 , Randy
Sales Rep: 93 , Devin
Accounting Day: 29

SOLD TO
18100
Town Of Windsor
922 North 15th Street
Windsor, CO 80550-0000

Anticipated Time: Our Truck W- 3-13:26
Attention:
Tax Exemption:
PO#: scada
Terms: 2% 10 Net 20th

Part Number	Line	Description	Quantity	Price	Net	Total
89250	UP	BRAKE AWAY KITS ACCE ()	1.00	60.32	30.5300	30.53

Subtotal 30.53
WINDSOR 6.8500% 0.00

Total 30.53
Charge Sale 30.53

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

THANKS FOR SHOPPING YOUR
LOCALLY OWNED NAPA STORE
NO RETURN ON TIRE CHAINS

CUSTOMER COPY

Y 5000015331903158 Y
190315
Invoice Number

$ 30.53

HI
PO BOX 17108
DENVER CO

Deka -CANARY-

CUSTOMER COPY

CUST NO.	PAGE
113306	1 OF

970-353-2327

SOLD TO	SHIP TO
HB TOWN OF WINDSOR 301 WALNUT ST WINDSOR CO 80550	00 TOWN OF WINDSOR 301 WALNUT ST WINDSOR CO 80550

INVOICE DATE: 04-30-20
INVOICE: 214307
CUSTOMER P.O. NO.: SCADDY
SALESMAN: 0009
REF. NO

~~10 471~~

EAST PENN MANUFACTURING
2013

PHONE: (970)686-7476

DELIVERY NUMBER
2004296838-00

H.M.	DESCRIPTION	CUSTOMER ITEM NUMBER	EAST PENN ITEM NUMBER	ORDERED	SHIPPED	B/O	PRICE		EXTENDED NET PRICE	UNIT WEIGHT	LINE NO.
	NON-HAZARDOUS NON-SPILLABLE BATTERIES DEKA DATECODED		8A31 BG5DEK	2	2		213.39 E	5.0000	$405.44	137.0000 LB	10
	CORE CHARGE SCAC CODE: EPMN SHPD 04-30-20 DEL 2004296838-00		CRE	2	2		27.00 E		$54.00	0.0000 LB	20
	>>>> PAY THIS AMOUNT >>>>								$459.44		

SHPENT

TERMS: NET 30 DAYS

INVOICE TOTAL $459.44

CERTIFICATION SIGNATURE	DATE SHIPPED	RECEIVED BY	DATE RECEIVED	TOTAL WEIGHT
SEAN THORNTON	4-30-20			137.0000 LB

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

EMERGENCY CONTACT: Chemtrec 1(800)424-9300 OR (703)527-3887
Toll-free in US, USVI & Canada — Elsewhere
East Penn Mfg. Co., Inc. CCN7283

DocuSign Envelope ID: 67621E19-D4E2-455E-A7C1-BB197CD986B0

HENSLEY BATTERY LLC
PO BOX 17106
DENVER CO 80217-0108

-CANARY-

CUSTOMER COPY

970-353-2327

SOLD TO	SHIP TO
HB TOWN OF WINDSOR 301 WALNUT ST WINDSOR CO 80550	00 TOWN OF WINDSOR 301 WALNUT ST WINDSOR CO 80550

INVOICE DATE 04-28-20
INVOICE 214254

CUST NO. 113306
PAGE 1 OF 1
CUSTOMER P.O. NO. SCADDA
SALESMAN 0009
REF. NO

EAST PENN MANUFACTURING
2013

PHONE: (970)686-7476

DELIVERY NUMBER 2004282628-00

H.M.	DESCRIPTION	CUSTOMER ITEM NUMBER	EAST PENN ITEM NUMBER	ORDERED	SHIPPED	B/O	PRICE		EXTENDED NET PRICE	UNIT WEIGHT	LINE NO.
	NON-HAZARDOUS NON-SPILLABLE BATTERIES DEKA DATECODED		8A31 BG5DEK	2	2		213.39 E	5.0000	$405.44	137.0000 LB	10
	CORE CHARGE SCAC CODE: EPMN SHPD 04-28-20 DEL 2004282628-00		CRE	2	2		27.00 E		$54.00	0.0000 LB	20
	>>>> PAY THIS AMOUNT >>>>								$459.44		

TERMS: NET 30 DAYS

INVOICE TOTAL $459.44

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

CERTIFICATION SIGNATURE	DATE SHIPPED	RECEIVED BY	DATE RECEIVED	TOTAL WEIGHT
SEAN THORNTON	4-28-20			137.0000 LB

SHPENT

EMERGENCY CONTACT: Chemtrec 1(800)424-9300 Toll-free in US, USVI & Canada OR (703)527-3887 Elsewhere
East Penn Mfg. Co., Inc. CCN7283

WHITNEY
IRRIGATION COMPANY

30951 Weld County Road 27
Greeley, Colorado 80631

Phone: 970 686 2338

Invoice

Date	Invoice No.
5/7/2020	1684

Bill To
Kern Reservoir & Ditch Company Attn: Wade Willis 301 Walnut Street Windsor, CO 80550

P.O. No.	Terms

Item	Quantity	Description	Rate	Amount
Ditch Mgmt	1	Ditch Management Services Per Contract for the Month of May	2,085.00	2,085.00
		Please remit payment to: Whitney Irrigation Company C/O Judy Firestien 30951 Weld County Road 27 Greeley, CO 80631		
			Total Due	$2,085.00

clearWATERsolutions
water rights · planning · engineering

Clear Water Solutions
1625 Foxtrail Drive
Suite 290
Loveland, CO 80538
970-223-3706

Kern Reservoir & Ditch Co
301 Walnut Street
Windsor, CO 80550

Invoice number 6080
Date 05/04/2020

Project **12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2020**

Billing Period: 4/6/20 – 5/3/20

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A - Water Rights Services - KRDC
- Review calls
- Update release schedule to Town
- Forward Kern/WCSD water balance to WCSD and Windsor
- Set up new tracking spreadsheet for 2020 season
- Email correspondence on upcoming call change
- Email correspondence with M. Simpson re: Kern Jr to Senior bookover for end of March.
- Update Kern/WCSD water storage balance calculations
- Update call tracking spreadsheet and send to Town

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description		Current Billed
KERN RESERVOIR & DITCH COMPANY		
A WATER RIGHTS SERVICES - KRDC		2,680.00
KERN REIMBURSABLE EXPENSES		0.00
	Subtotal	2,680.00
	Total	2,680.00

KERN Reservoir & Ditch Company

Water Rights Services - KRDC

Professional Fees

	Hours	Rate	Billed Amount
Principal	10.25	200.00	2,050.00
Sr. Project Manager VI	3.50	180.00	630.00
Phase subtotal			2,680.00
KERN Reservoir & Ditch Company subtotal			2,680.00

Invoice total **2,680.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6080	05/04/2020	2,680.00	2,680.00				
	Total	2,680.00	2,680.00	0.00	0.00	0.00	0.00

We thank you for your business!

Clear Water Solutions
1625 Foxtrail Drive
Suite 290
Loveland, CO 80538
970-223-3706

Kern Reservoir & Ditch Co
301 Walnut Street
Windsor, CO 80550

Invoice number 6099
Date 06/01/2020

Project **12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2020**

Billing Period: 5/4/20 – 5/31/20

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A - Water Rights Services - KRDC
- Download SCADA
- Update call tracking spreadsheet and send to Windsor staff
- Email correspondence with W. Willis re: SCADA access
- Email correspondence with W. Willis re: running Louden
- Email correspondence with L. Lesoing, J. Thronhill and W. Willis re: augmentation obligation for June 2020
- Phone conference with W. Willis
- Email correspondence with Great Western re: April augmentation

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description		Current Billed
KERN RESERVOIR & DITCH COMPANY		
A WATER RIGHTS SERVICES - KRDC		2,065.00
KERN REIMBURSABLE EXPENSES		0.00
	Subtotal	2,065.00
	Total	2,065.00

KERN Reservoir & Ditch Company

Water Rights Services - KRDC

Professional Fees

	Hours	Rate	Billed Amount
Principal	4.25	200.00	850.00
Sr. Project Manager VI	6.75	180.00	1,215.00
Phase subtotal			2,065.00
KERN Reservoir & Ditch Company subtotal			2,065.00

Invoice total **2,065.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6099	06/01/2020	2,065.00	2,065.00				
	Total	2,065.00	2,065.00	0.00	0.00	0.00	0.00

We thank you for your business!

Xcel Energy®
RESPONSIBLE BY NATURE®

PUBLIC SERVICE COMPANY OF COLORADO

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		05/26/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	683407204	05/05/2020	$54.13

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com
Please Call: 1-800-481-4700
Hearing Impaired: 1-800-895-4949
Fax: 1-800-311-0050

Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 03/25	$55.89
Payment Received	Check 04/15	-$55.89 **CR**
Balance Forward		**$0.00**
Current Charges		$54.13
Amount Due *(Cantidad a pagar)*		**$54.13**

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304241524	107A N CHIMNEY PARK DR UNIT KERN		$13.55
304241529	1A MAIN ST UNIT KERN		$11.21
304241530	561 E GARDEN DR		$14.07
304331438	10A E GARDEN DR		$15.30
Total			**$54.13**

INFORMATION ABOUT YOUR BILL

Your safety and the safety of our employees will always be our top priority. We are prepared and are taking steps to ensure we'll continue to be there for you to meet your energy needs as COVID-19 affects a growing number of businesses in our communities. Our team will be working day and night to deliver the energy your business counts on. Learn more at xcelenergy.com/covid-19_response.

Thank you for your payment.

2047

RETURN BOTTOM PORTION WITH YOUR PAYMENT • **PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS**

Xcel Energy®

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0029078-2	05/26/2020	$54.13	

Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

Please see the back of this bill for more information regarding the late payment charge.
Make your check payable to XCEL ENERGY

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AB 01 003008 51749 B 12 A
TOWN OF WINDSOR
KERN
301 WALNUT ST
WINDSOR CO 80550-5141

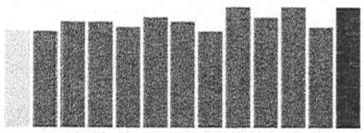
XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

31 53052620 00290782 000000054130000005413

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		05/26/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	683407204	05/05/2020	**$54.13**

SERVICE ADDRESS: **561 E GARDEN DR WINDSOR, CO 80550-3148**
NEXT READ DATE: 05/26/20

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	48° F	43° F
Electricity kWh	0.7	0.9
Electricity Cost	$0.46	$0.49

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241530
INVOICE NUMBER: 0838735320

METER READING INFORMATION

METER 61706925 Read Dates: 03/25/20 - 04/23/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	2377 Actual	2352 Actual	25 kWh

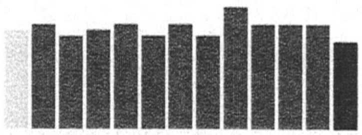
ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.47
Commercial Service	25 kWh	$0.042560	$1.06
Trans Cost Adj	25 kWh	$0.000320	$0.01
Elec Commodity Adj	5.17 kWh	$0.027080	$0.14
Elec Commodity Adj	19.83 kWh	$0.026910	$0.53
Demand Side Mgmt Cost	25 kWh	$0.001810	$0.05
Purch Cap Cost Adj	25 kWh	$0.003530	$0.09
CACJA	25 kWh	- $0.000070	$0.00
GRSA E	25 kWh	$0.008140	$0.20
Renew. Energy Std Adj			$0.24
Subtotal			**$12.79**
Franchise Fee		3.00%	$0.38
Sales Tax			$0.90
Total			**$14.07**
Premises Total			**$14.07**

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		05/26/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	683407204	05/05/2020	$54.13

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	49° F	43° F
Electricity kWh	0.6	0.6
Electricity Cost	$0.45	$0.45

SERVICE ADDRESS: **1A MAIN ST UNIT KERN WINDSOR, CO 80550**
NEXT READ DATE: 05/28/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241529
INVOICE NUMBER: 0838733011

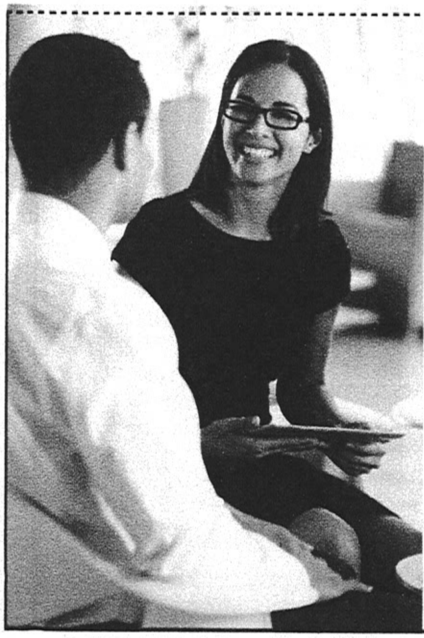
METER READING INFORMATION

METER 83744096 Read Dates: 03/30/20 - 04/24/20 (25 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	323 Actual	308 Actual	15 kWh

ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$8.74
Commercial Service	15 kWh	$0.042560	$0.64
Trans Cost Adj	15 kWh	$0.000320	$0.00
Elec Commodity Adj	0.60 kWh	$0.027080	$0.02
Elec Commodity Adj	14.40 kWh	$0.026910	$0.39
Demand Side Mgmt Cost	15 kWh	$0.001810	$0.03
Purch Cap Cost Adj	15 kWh	$0.003530	$0.05
CACJA	15 kWh	- $0.000070	$0.00
GRSA E	15 kWh	$0.008140	$0.12
Renew. Energy Std Adj			$0.19
Subtotal			**$10.18**
Franchise Fee		3.00%	$0.31
Sales Tax			$0.72
Total			**$11.21**
Premises Total			**$11.21**



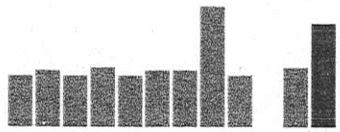
05/05/2020

53-0029078-2

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		**05/26/2020**
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	683407204	05/05/2020	**$54.13**

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	51° F	45° F
Electricity kWh	0.7	0.7
Electricity Cost	$0.45	$0.50

SERVICE ADDRESS: 107A N CHIMNEY PARK DR UNIT KERN WINDSOR, CO 80550
NEXT READ DATE: 06/01/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241524
INVOICE NUMBER: 0838734239

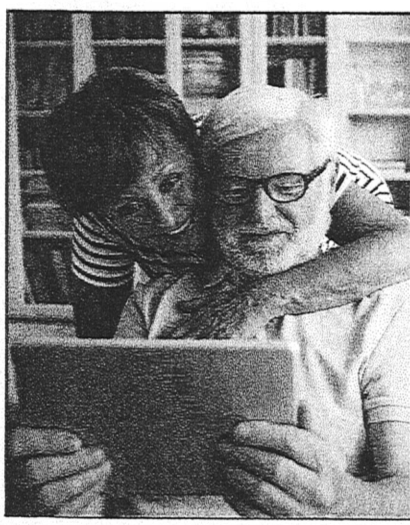
METER READING INFORMATION

METER 65829114 Read Dates: 04/01/20 - 04/28/20 (27 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	2501 Actual	2482 Actual	19 kWh

ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.49
Commercial Service	19 kWh	$0.042560	$0.81
Trans Cost Adj	19 kWh	$0.000320	$0.01
Elec Commodity Adj	19 kWh	$0.026910	$0.51
Demand Side Mgmt Cost	19 kWh	$0.001810	$0.03
Purch Cap Cost Adj	19 kWh	$0.003530	$0.07
CACJA	19 kWh	- $0.000070	$0.00
GRSA E	19 kWh	$0.008140	$0.15
Renew. Energy Std Adj			$0.24
Subtotal			**$12.31**
Franchise Fee		3.00%	$0.37
Sales Tax			$0.87
Total			**$13.55**
Premises Total			**$13.55**



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!

ENERGY OUTREACH COLORADO

There are two ways to contribute:

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

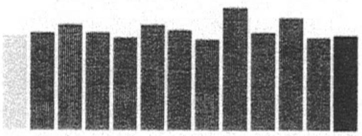
$20____ **$10**____ **$5**____ **Other**__________

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		05/26/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	683407204	05/05/2020	$54.13

SERVICE ADDRESS: 10A E GARDEN DR WINDSOR, CO 80550
NEXT READ DATE: 05/27/20

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	48° F	43° F
Electricity kWh	1.4	1.3
Electricity Cost	$0.52	$0.53

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304331438
INVOICE NUMBER: 0838733331

METER READING INFORMATION

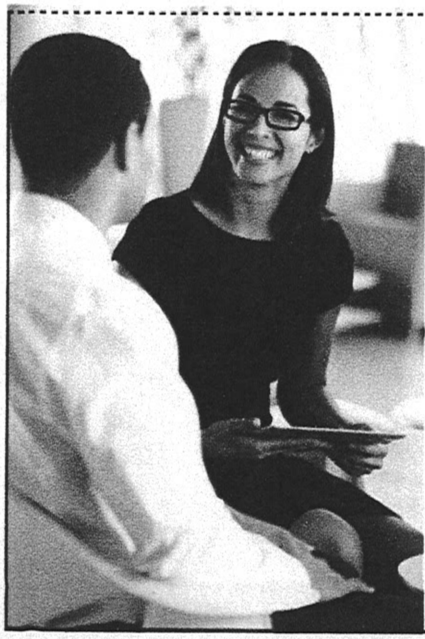
METER 49115129 Read Dates: 03/25/20 - 04/23/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	1952 Actual	1914 Actual	38 kWh

ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.47
Commercial Service	38 kWh	$0.042560	$1.62
Trans Cost Adj	38 kWh	$0.000320	$0.01
Elec Commodity Adj	7.86 kWh	$0.027080	$0.21
Elec Commodity Adj	30.14 kWh	$0.026910	$0.81
Demand Side Mgmt Cost	38 kWh	$0.001810	$0.07
Purch Cap Cost Adj	38 kWh	$0.003530	$0.13
CACJA	38 kWh	- $0.000070	$0.00
GRSA E	38 kWh	$0.008140	$0.31
Renew. Energy Std Adj			$0.27
Subtotal			**$13.90**
Franchise Fee		3.00%	$0.42
Sales Tax			$0.98
Total			**$15.30**
Premises Total			**$15.30**

2048



ENROLL IN AUTO PAY

NO LATE FEES, NO WORRIES.

Enjoy the benefits of automatic payment withdrawal from your checking account. Your payment will automatically post to your Xcel Energy account on your due date.

To enroll, fill out the information below, cut off this form, and include it, along with your check and bill stub, in the remittance envelope. Money orders do not qualify. Watch for Automated Bank Payment to appear on your billing statement to ensure your enrollment is in effect.

To enroll your business in Auto Pay online, visit xcelenergy.com/AutoPay. For more information call our Business Solutions Center at 800.481.4700.

Authorized signature Signature above must match name on the bank account	**Xcel Energy account number** See page 1 of bill statement	**Date**

I authorize Xcel Energy to initiate transfers from the bank account indicated on the enclosed check to make monthly payments on my Xcel Energy account on my due date. This authority will remain in effect until I notify Xcel Energy, or Xcel Energy notifies me, of the need to cancel the enrollment. I understand that a new authorization is required if I change my bank account. I have kept a record of this authorization.

PUBLIC SERVICE COMPANY OF COLORADO

Xcel Energy®
RESPONSIBLE BY NATURE®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		06/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	687138012	06/03/2020	$110.77

Your Account is Overdue - Please Pay Immediately

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com
Please Call: 1-800-481-4700
Hearing Impaired: 1-800-895-4949
Fax: 1-800-311-0050
Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 04/23	$54.13
No Payments Received		$0.00
Balance Forward		**$54.13**
Current Charges		$56.64
Amount Due *(Cantidad a pagar)*		**$110.77**

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304241524	107A N CHIMNEY PARK DR UNIT KERN		$13.95
304241529	1A MAIN ST UNIT KERN		$13.49
304241530	561 E GARDEN DR		$13.38
304331438	10A E GARDEN DR		$15.82
Total			**$56.64**

INFORMATION ABOUT YOUR BILL

Your safety and the safety of our employees will always be our top priority. We are prepared and are taking steps to ensure we'll continue to be there for you to meet your energy needs as COVID-19 affects a growing number of businesses in our communities. Our team will be working day and night to deliver the energy your business counts on. Learn more at xcelenergy.com/covid-19_response.

1496

RETURN BOTTOM PORTION WITH YOUR PAYMENT • **PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS**

Xcel Energy®

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0029078-2	06/23/2020	$110.77	

Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

Please see the back of this bill for more information regarding the late payment charge.
Make your check payable to XCEL ENERGY

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

AB 02 002428 83430 B 12 A
TOWN OF WINDSOR
KERN
301 WALNUT ST
WINDSOR CO 80550-5141

XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

31 53062320 00290782 000000056640000011077

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		06/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	687138012	06/03/2020	$110.77

INFORMATION ABOUT YOUR BILL

As we continue to work to slow the spread of COVID-19, payment processing may be delayed. If you've recently made a payment and don't see it reflected, please know we will not charge late fees during this time and we're working to process your payment as quickly as possible - there is no need to contact us.

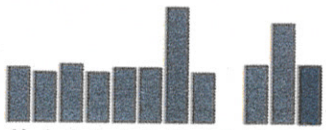
Just a reminder about the past due amount on your account. If you have already sent your payment, thank you. Otherwise, please call 1-800-481-4700 to confirm the status of your account.

Convenience at your service - Pay your bills electronically-fast and easy with Electronic Funds Transfer. Call us at 1-800-481-4700 or visit us at www.xcelenergy.com.

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		06/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	687138012	06/03/2020	$110.77

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	50° F	59° F
Electricity kWh	0.7	0.7
Electricity Cost	$0.44	$0.45

SERVICE ADDRESS: 107A N CHIMNEY PARK DR UNIT KERN WINDSOR, CO 80550
NEXT READ DATE: 06/30/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241524
INVOICE NUMBER: 0843405175

METER READING INFORMATION

METER 65829114 Read Dates: 04/28/20 - 05/29/20 (31 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	2524 Actual	2501 Actual	23 kWh

ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.50
Commercial Service	23 kWh	$0.042560	$0.98
Trans Cost Adj	23 kWh	$0.000320	$0.01
Elec Commodity Adj	23 kWh	$0.026910	$0.62
Demand Side Mgmt Cost	23 kWh	$0.001810	$0.04
Purch Cap Cost Adj	23 kWh	$0.003530	$0.08
CACJA	23 kWh	- $0.000070	$0.00
GRSA E	23 kWh	$0.008140	$0.19
Renew. Energy Std Adj			$0.25
Subtotal			**$12.67**
Franchise Fee		3.00%	$0.38
Sales Tax			$0.90
Total			**$13.95**
Premises Total			**$13.95**

ENROLL IN AUTO PAY

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To enroll, fill out the information below, cut off this form, and include it, along with your check and bill stub, in the remittance envelope. Money orders do not qualify. Watch for **Automated Bank Payment** to appear on your billing statement to ensure your enrollment is in effect.

To enroll your business in Auto Pay online, visit **xcelenergy.com/AutoPay**. For more information call our Business Solutions Center at **800.481.4700**.

Authorized signature	Xcel Energy account number	Date
Signature above must match name on the bank account	See page 1 of bill statement	

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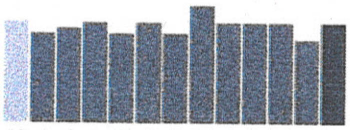
06/03/2020 53-0029078-2

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2		06/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	687138012	06/03/2020	$110.77

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	50° F	58° F
Electricity kWh	0.6	0.6
Electricity Cost	$0.40	$0.42

SERVICE ADDRESS: 1A MAIN ST UNIT KERN WINDSOR, CO 80550
NEXT READ DATE: 06/26/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241529
INVOICE NUMBER: 0843405825

METER READING INFORMATION

METER 83744096 Read Dates: 04/24/20 - 05/26/20 (32 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	341 Actual	323 Actual	18 kWh

ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.50
Commercial Service	18 kWh	$0.042560	$0.77
Trans Cost Adj	18 kWh	$0.000320	$0.01
Elec Commodity Adj	18 kWh	$0.026910	$0.48
Demand Side Mgmt Cost	18 kWh	$0.001810	$0.03
Purch Cap Cost Adj	18 kWh	$0.003530	$0.06
CACJA	18 kWh	- $0.000070	$0.00
GRSA E	18 kWh	$0.008140	$0.15
Renew. Energy Std Adj			$0.25
Subtotal			**$12.25**
Franchise Fee		3.00%	$0.37
Sales Tax			$0.87
Total			**$13.49**
Premises Total			**$13.49**

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Authorized signature Signature above must match name on the bank account	**Xcel Energy account number** See page 1 of bill statement	**Date**

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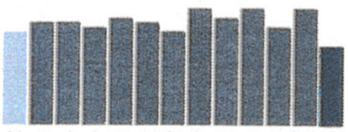
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	687138012	06/03/2020	$110.77

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	50° F	57° F
Electricity kWh	0.7	0.6
Electricity Cost	$0.46	$0.46

SERVICE ADDRESS: 561 E GARDEN DR WINDSOR, CO 80550-3148
NEXT READ DATE: 06/24/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241530
INVOICE NUMBER: 0843404842

METER READING INFORMATION

METER 61706925 Read Dates: 04/23/20 - 05/22/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	2394 Actual	2377 Actual	17 kWh

ELECTRICITY CHARGES RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.50
Commercial Service	17 kWh	$0.042560	$0.72
Trans Cost Adj	17 kWh	$0.000320	$0.01
Elec Commodity Adj	17 kWh	$0.026910	$0.46
Demand Side Mgmt Cost	17 kWh	$0.001810	$0.03
Purch Cap Cost Adj	17 kWh	$0.003530	$0.06
CACJA	17 kWh	- $0.000070	$0.00
GRSA E	17 kWh	$0.008140	$0.14
Renew. Energy Std Adj			$0.24
Subtotal			**$12.16**
Franchise Fee		3.00%	$0.36
Sales Tax			$0.86
Total			**$13.38**
Premises Total			**$13.38**

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06/03/2020 53-0029078-2

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YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	50° F	57° F
Electricity kWh	1.3	1.3
Electricity Cost	$0.51	$0.48

SERVICE ADDRESS: 10A E GARDEN DR WINDSOR, CO 80550
NEXT READ DATE: 06/25/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304331438
INVOICE NUMBER: 0843405530

METER READING INFORMATION

METER 49115129 Read Dates: 04/23/20 - 05/26/20 (33 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	1995 Actual	1952 Actual	43 kWh

ELECTRICITY CHARGES **RATE: C Commercial Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.50
Commercial Service	43 kWh	$0.042560	$1.83
Trans Cost Adj	43 kWh	$0.000320	$0.01
Elec Commodity Adj	43 kWh	$0.026910	$1.16
Demand Side Mgmt Cost	43 kWh	$0.001810	$0.08
Purch Cap Cost Adj	43 kWh	$0.003530	$0.15
CACJA	43 kWh	- $0.000070	$0.00
GRSA E	43 kWh	$0.008140	$0.35
Renew. Energy Std Adj			$0.29
Subtotal			**$14.37**
Franchise Fee		3.00%	$0.43
Sales Tax			$1.02
Total			**$15.82**
Premises Total			**$15.82**

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Cooling Efficiency Rebate Options

Along with budding plants and birds chirping to signify spring, prepare your business for warmer weather and earn fixed rebates for purchasing qualifying energy-efficient equipment, including:

- Hotel room controllers
- Rooftop units (RTU)
- Food service equipment such as commercial dishwashers and hot food holding cabinets

Taking steps to upgrade or improve the efficiency of your cooling equipment can help your business gain year-over-year energy and cost savings. For how to get started, visit xcelenergy.com/Programs.

06/03/2020 53-0029078-2

MEMORANDUM

Date: July 20, 2020

To: Kern Reservoir and Ditch Company Board of Directors

From: Ian D. McCargar, Town Attorney

Re: Introduction of Brad Grasmick, Kern General Counsel and Town Special Counsel

Item #: 5.

Background / Discussion:

Brad Grasmick's firm has represented the Town and the Kern for many years in water matters. This specialized area of the law requires counsel with experience, education and specialized knowledge. Brad has consistently demonstrated these qualities.

We have asked Brad to introduce himself this evening, and to talk about the following basic concepts:

- The legal separateness between the Town of Windsor and the Kern Reservoir & Ditch Company;
- The Kern's legal status and history;
- The role of water counsel in terms of water cases filed by the clients and by others;
- A few key matters Brad is handling for the Town and the Kern.

Brad will appear in person for this meeting.

Financial Impact:

None.

Relationship to Strategic Plan:

Water

Recommendation:

None - - informational only