



KERN BOARD REGULAR MEETING
January 14, 2019 - 6:45 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 of Directors Present
3. Approval of November 26, 2018 Board of Directors Meeting Minutes - K. Eucker
4. Resolution No. 2019-KB01 - A Resolution Approving the Carriage Agreement Between the Kern Board Reservoir and Ditch Company and Diamond Valley, LLC.
 - John Thornhill, Water Resource Manager
5. Kern Superintendent Discussion
6. Report of Bills
7. Adjourn

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: January 14, 2019
To: Kern Reservoir and Ditch Company Board of Directors
From: Krystal Eucker, Town Clerk
Re: November 26, 2018 Kern Board Minutes
Item #: 3.

ATTACHMENTS:

- ▢ November 26, 2018 Kern Board Minutes



KERN BOARD REGULAR MEETING

November 26, 2018 // 6:45 p.m. or following the regular meeting //
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

MINUTES

1. Call to Order
President Melendez called the meeting to order at 10:36 p.m.
2. Roll Call of Directors Present

President	Kristie Melendez	
Vice President	Ken Bennett	
	Myles Baker	
	Barry Wilson	
Secretary/Treasurer	Paul Rennemeyer	
	Tom Jones	
	David Sislowski	
Also Present:	Town Manager	Shane Hale
	Town Attorney	Ian McCargar
	Town Clerk	Krystal Eucker
3. Approval of September 10, 2018 Board of Directors Meeting Minutes – Krystal Eucker, Town Clerk
Board Member Sislowski moved to approve the minutes as presented; Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None. Motion passed.
4. Approval of Bills – Dean Moyer, Director of Finance
Mr. McCargar informed the Board that the items listed in the approval of bills are the usual bills. It is recommended the bills be approved.
Board Member Sislowski moved to approve the bills as presented; Board Member Baker seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None. Motion passed.
5. Adjourn
Board Member Rennemeyer moved to adjourn; Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None. Motion passed.

The meeting was adjourned at 7:05 p.m.

Krystal Eucker, Town Clerk



MEMORANDUM

Date: January 14, 2019
To: Kern Reservoir and Ditch Company Board of Directors
From: John Thornhill, Water Resource Manager
Re: Diamond Valley Carriage Agreement
Item #: 4.

Background / Discussion:

In September of 2018, the Kern Board approved the Kern Excess Capacity Policy and Agreement as to form. This policy reserves the first use of the capacity for delivery of Kern Reservoir water to its shareholders. Any excess capacity in the system above the shareholders demand can be made available to other users. The Town Board, at its December 10th meeting, approved a transfer of water rights to Diamond Valley, LLC as previously agreed in the First Amended Altergott Annexation Agreement. The agreement transferred one-half (1/2) of the water rights originally conveyed by the Annexor to the Town. Diamond Valley has requested that the water right (1 cfs) be delivered to an alternate location from the historical water right. This Carriage Agreement outlines the operating protocols so that Diamond Valley water rights can be delivered by Kern via other laterals to be used on Diamond Valley lands. Diamond Valley can carry a maximum of 1 cfs per day during the irrigation season (April 15 to October 31), not to exceed 240 acre-feet in any year.

ATTACHMENTS:

- ▢ Resolution No. 2019-KB01 Approving the Carriage Agreement
- ▢ Carriage Agreement

KERN RESERVOIR AND DITCH COMPANY

RESOLUTION NO. 2019-KB01

A RESOLUTION APPROVING THE CARRIAGE AGREEMENT BETWEEN THE KERN RESERVOIR AND DITCH COMPANY AND DIAMOND VALLEY, LLC

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, assuming Windsor Town Board approval of a transfer to Diamond Valley, LLC (“DV”), DV will become the owner of certain water rights entitling DV to receive 1 cfs of water during the irrigating season of April 15 to October 31, not to exceed 240 acre-feet of water per year; and

WHEREAS, the water rights owned by DV have historically been delivered by Kern to DV at the Kern South Outlet Flow Measurement and delivered to property now known as Diamond Valley Park; and

WHEREAS, DV desires to receive and use the water at alternate locations owned by DV; and

WHEREAS, representatives of the Kern and DV have negotiated a Carriage Agreement, attached hereto and incorporated by reference, describing the alternate delivery points and outlining “Operating Protocols” to complete the deliveries; and

WHEREAS, the Kern’s Board of Directors wishes to formally approve the attached Carriage Agreement.

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

1. The attached Carriage Agreement is hereby approved.
2. Upon Windsor Town Board approval of the water rights transfer to DV, the Kern’s Board President and Secretary are authorized to execute the Carriage Agreement.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 14th day of January, 2019.

KERN RESERVOIR AND DITCH COMPANY

ATTEST:

Kristie Melendez, President

Paul Rennemeyer,
Secretary/Treasurer

CARRIAGE AGREEMENT

This Carriage Agreement ("Agreement") is made and entered into this ____ day of _____, 2018 ("Effective Date"), by and between Diamond Valley, L.L.C. ("DV"), and the Kern Reservoir and Ditch Company ("Kern").

RECITALS

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 June 24, 1998 under Reception No. 26238396 ("DV Water Rights") were conveyed by Windsor to DV on _____, 2018 by Quitclaim Deed; 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

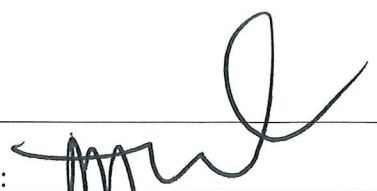
Measurement to the future location of the DV Flume structure as identified on Exhibit 1.

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 Records 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 204, 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

DIAMOND VALLEY, L.L.C.

By: _____

By: 
Martin Lind, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ on behalf of the Kern Reservoir and Ditch Company.

WITNESS my hand and official seal.

My commission expires: _____

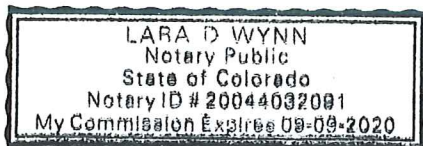
Notary Public

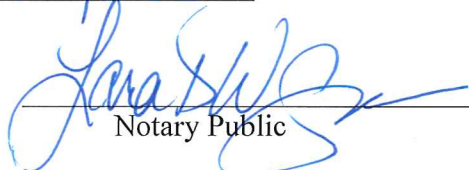
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 1st day of October, 2018 by Martin Lind on behalf of Diamond Valley, LLC.

WITNESS my hand and official seal.

My commission expires: September 9, 2020




Notary Public



clearWATER solutions
water rights • planning • engineering

FROM ORIGINAL MAP:
KERN RESERVOIR &
DITCH COMPANY
WINDSOR PLAN
FOR AUGMENTATION

Altergott Exhibit

Town of Windsor

Date: 10-13-2017

Drawn by: NEA

Scale: As Shown

Job No.: 09-280

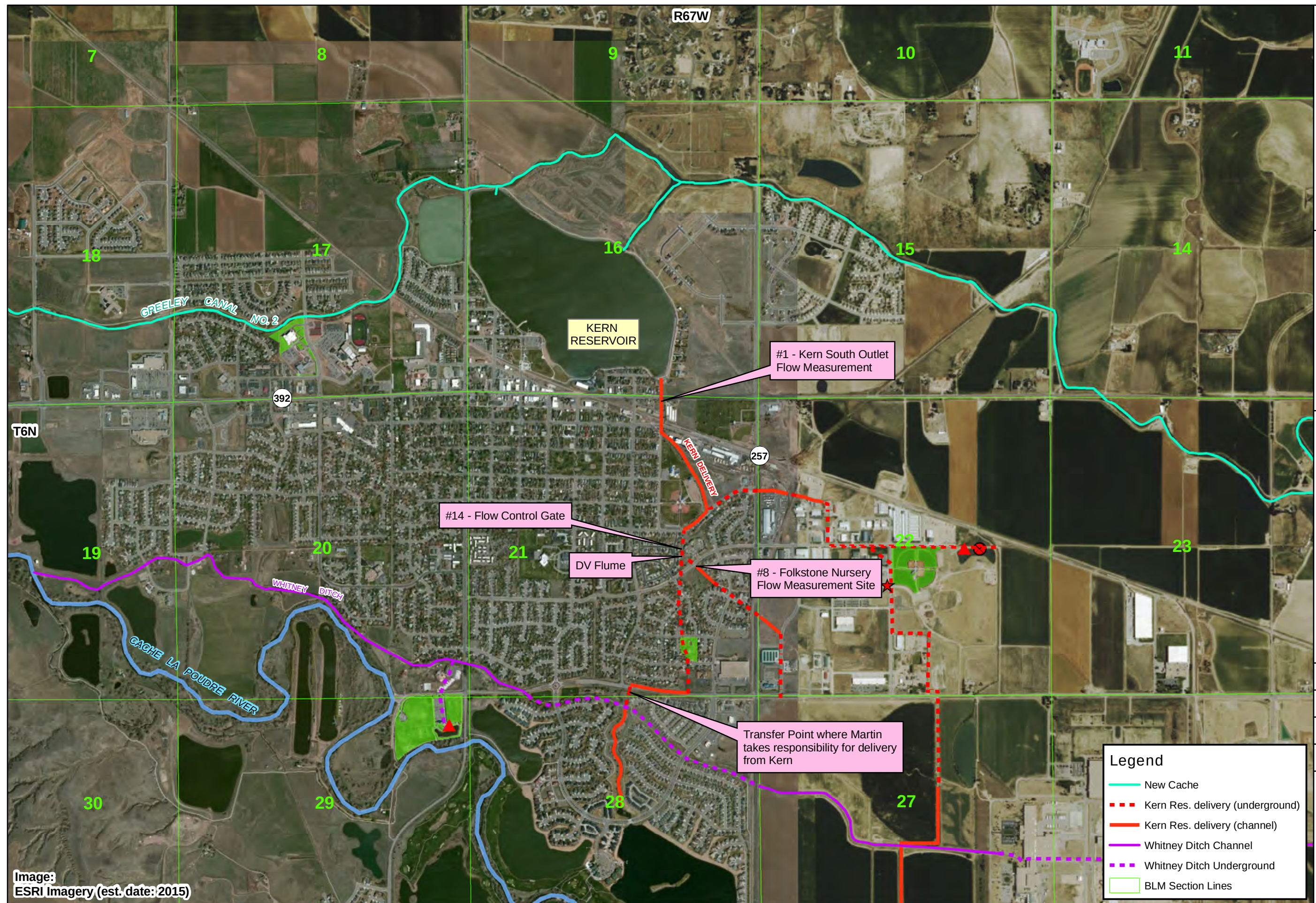


Image:
ESRI Imagery (est. date: 2015)

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 9 th Filing	3632954	6/26/2009
Land included in Plat: Water Valley South 16 ^h 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

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 N^o 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

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, notwithstanding 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.

EXHIBIT 3

DATED this 3rd 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

William 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



MEMORANDUM

Date: January 14, 2019
To: Kern Reservoir and Ditch Company Board of Directors
From: John Thornhill, Water Resource Manager
Re: Kern Superintendent Discussion
Item #: 5.



MEMORANDUM

Date: January 14, 2019
To: Kern Reservoir and Ditch Company Board of Directors
From: Dean Moyer
Re: Kern List of Bills
Item #: 6.

ATTACHMENTS:

- ▢ Kern List of Bills
- ▢ Copies of Kern Invoices

KERN REPORT OF BILLS

11/16/2018 - 12/31/2018



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	KERN GENERAL MATTERS	11/26/2018	87523	484.50
01-418-6253-605	LAWRENCE JONES CUSTER GRASMICK	GENERAL MATTERS KERN	12/21/2018	87931	106.00
06-484-6240-605	TIMBERLINE ELECTRIC AND CONTROL	WATER VALLEY METER 1/2	12/07/2018	87722	5,449.00
06-484-6246-605	GLATFELTER PUBLIC PRACTICE	KERN RESERVOIR & DITCH CO LIABILITY INSURANCE POLICY	11/30/2018	87681	2,154.00
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2018	11/30/2018	87661	5,042.50
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUGMENTATION PLAN 2018	12/31/2018	88056	3,338.75
06-484-6260-605	XCEL ENERGY	UTILITIES	12/21/2018	87894	53.53
06-484-8456-605	CONNELL RESOURCES INC.	WINDSOR LAKE RIPRAP PH 2	11/30/2018	87631	49,841.50
Report Total:					66,469.78

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

November 7, 2018

In Reference To: General

Invoice #53792

Professional Services

	<u>Hours</u>	<u>Amount</u>
10/11/2018 BG Review email on Kern Board meeting issues; draft email to Ian and John regarding items for November meeting; review email from John on appointing manager for Kern.	0.50	132.50
10/24/2018 BG Telephone conference with Steve regarding New Cache charges for delivery of Kern Junior per agreement; review emails and contract with New Cache and email John and Steve regarding obligations under Contract to pay New Cache for Kern Junior water delivered by New Cache.	1.30	344.50

For professional services rendered

1.80 \$477.00

Additional Charges :

10/30/2018 Colorado Courts E-Filing: Annual Dry Up.

7.50

Total costs

\$7.50

Total amount of this bill

\$484.50

Previous balance

\$806.50

10/16/2018 Payment - thank you. Check No. 87076

(\$806.50)

Total payments and adjustments

(\$806.50)

Balance due

\$484.50

(970)622-8181

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

December 6, 2018

In Reference To: General
Invoice #53915

Professional Services

	<u>Hours</u>	<u>Amount</u>
11/1/2018 BG Review email and draft Carriage agreement resolution from Kim Emil; revise resolution and respond to Kim's question.	0.40	106.00
For professional services rendered	0.40	\$106.00
Previous balance		\$484.50
11/29/2018 Payment - thank you. Check No. 87523		(\$484.50)
Total payments and adjustments		(\$484.50)
Balance due		\$106.00

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.



Timber Line Electric & Control
17591 Highway 8
PO Box 793
Morrison CO 80465

Invoice

Invoice#: 20071B

Date: 11/28/2018

Phone: 303.697.0440
Fax: 303.697.0450
www.tlecc.net

Billed To: Windsor Parks, Recreation & Cu
301 Walnut St.
Windsor CO 80550

Project: Windsor Parks / Water Valley Splitter Box Flow
5195

Due Date: 12/28/2018

Terms: 30DY

Order# CodyWooldridge

Description	Amount
Splitter Box Flow Meter - Windsor portion - materials	3,335.00
Splitter Box Flow Meter - Windsor portion - labor	2,114.00

Notes:

This invoice is for the Windsor portion of the ACE 3600 RTU / Flow meter materials and labor per Wade / Water Valley. Thank you!

A service charge of 18.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	5,449.00
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	5,449.00

KERN RESEVOIR AND DITCH COMPANY
 C/O DENNIS WAGNER
 301 WALNUT STREET
 WINDSOR, CO 80550-0000

INVOICE

Remit Payment To: GPP c/o M&T Bank PO Box 64904 Baltimore, MD 21264-4904	Customer #: C32299 PB #:16901 Broker: F & W Insurance Policy Type: Portfolio Policy Number: GPPA-PF-9000037-09 Contract Dates: 01/01/2019 TO 01/01/2020 Trans Type: Renew Effective Date: 01/01/2019		
	Invoice Date	Invoice Number	Payment Due Date
<i>Please make checks payable to GPP.</i>	11/07/2018	59592116	01/31/2019

Description	Effective Date	Due Date	Future	Current
Policy Premium	01/01/2019	01/31/2019		\$2,154.00
Total Amount Due:				\$2,154.00

If any policy or coverage is not wanted, please notify us immediately. Otherwise, an earned premium will be due the company for the time the policy was in force. Failure to remit payment will result in cancellation of coverage.



Clear Water Solutions
8010 South County Road 5
Suite 105
Windsor, CO 80528
970-223-3706

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

Invoice number 5664
Date 11/07/2018

Project **12-120 KERN/WCSD RE-4
AUGMENTATION PLAN 2018**

Billing Period: 10/01/18 – 11/04/18

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

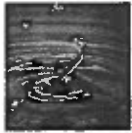
Phase A: Kern Reservoir & Ditch Company - 06-484-6253-605

- Send 2017 and 2018 Junior diversion quantities to New Cache per Dale's request
- Review end of irrigation season number
- Telephone correspondence with water commissioner regarding exchange from Kern to Kyger
- Review August accounting
- Email correspondence with D. Trowbridge regarding questions to August accounting
- Update river call spreadsheet
- Review upcoming dry-up requirement deadlines
- Complete annual Kern dry-up report and mapping for Case No. 02CW301
- Email correspondence with J. Thornhill regarding excess in Kyger for possible rent
- Email B. Grasmick Kern 2018 Dry-Up Report
- Email correspondence with T. Meininger at GW regarding November releases and a possible increase in amounts for April 2019
- Review Kern balance with D. Trowbridge
- Progress on September 2018 accounting

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 KERN RESERVOIR & DITCH COMPANY	5,042.50
KERN REIMBURSABLE EXPENSES	0.00
Subtotal	5,042.50
Total	5,042.50



clear WATER solutions
water rights • planning • engineering

Clear Water Solutions

8010 South County Road 5

Suite 105

Windsor, CO 80528

970-223-3706

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

Invoice number 5694
Date 12/05/2018

Project **12-120 KERN/WCSD RE-4
AUGMENTATION PLAN 2018**

Billing Period: 11/05/18 – 12/02/18

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

Phase A: Kern Reservoir & Ditch Company - 06-484-6253-605

- Email correspondence with Dawn at DWR regarding delayed accounting for September
- Email correspondence with W. Willis regarding data and questions for September accounting
- Email correspondence with J. Thornhill regarding late accounting and meeting with Dale
- Progress on September 2018 Kern and Kyger accounting
- Review accounting and allocating of priority storage numbers
- Complete and submit September 2018 Decree accounting
- Email September South Outlet accounting to Mark, Matt and Monica
- Update augmentation release spreadsheet with updated GW lease amounts
- Update river call spreadsheet
- Email correspondence with J. Thornhill regarding GW lease update
- Progress on October 2018 accounting
- Telephone correspondence with M. Simpson regarding October end of season deliveries for New Cache

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 KERN RESERVOIR & DITCH COMPANY	3,338.75
KERN REIMBURSABLE EXPENSES	0.00
Subtotal	3,338.75
Total	3,338.75



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2	12/24/2018
	STATEMENT NUMBER	STATEMENT DATE
	617513084	12/04/2018
		AMOUNT DUE
		\$53.53

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

Previous Balance	As of 10/24	\$54.37
Payment Received	Check 11/29	-\$54.37 CR
Balance Forward		\$0.00
Current Charges		\$53.53
Amount Due		\$53.53

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
304241524	107A N CHIMNEY PARK DR UNIT KERN		\$13.42
304241529	1A MAIN ST UNIT KERN		\$13.04
304241530	561 E GARDEN DR		\$13.35
304331438	10A E GARDEN DR		\$13.72
Total			\$53.53

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

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.

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



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.

AB 02 003391 78583 B 16 A



TOWN OF WINDSOR
KERN
301 WALNUT ST
WINDSOR CO 80550-5141

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0029078-2	12/24/2018	\$53.53	

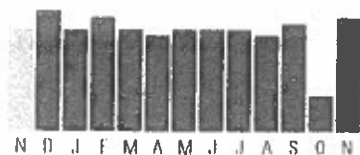
Please see the back of this bill for more information regarding the late payment charge.
Make your check payable to XCEL ENERGY

DECEMBER						
S	M	T	W	T	F	S
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					

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



YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	44° F	40° F
Electricity kWh	0.6	0.6
Electricity Cost	\$0.46	\$0.40

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2	12/24/2018
	STATEMENT NUMBER	STATEMENT DATE
	617513084	12/04/2018
		AMOUNT DUE
		\$53.53

SERVICE ADDRESS: 1A MAIN ST UNIT KERN WINDSOR, CO 80550
NEXT READ DATE: 12/28/18

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304241529
INVOICE NUMBER: 0756674662

METER READING INFORMATION			
METER 83744096	Read Dates: 10/24/18 - 11/26/18 (33 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	25 Actual	6 Actual	19 kWh

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	19 kWh	\$0.042560	\$0.81
Trans Cost Adj	19 kWh	\$0.001370	\$0.03
Elec Commodity Adj	19 kWh	\$0.035810	\$0.68
Demand Side Mgmt Cost	19 kWh	\$0.001810	\$0.03
Purch Cap Cost Adj	19 kWh	\$0.003900	\$0.07
CACJA	19 kWh	\$0.002610	\$0.05
Renew. Energy Std Adj			\$0.23
GRSA			-\$0.48 CR
Subtotal			\$11.85
Franchise Fee		3.00%	\$0.36
Sales Tax			\$0.83
Total			\$13.04
Premises Total			\$13.04

BILLING DELIVERED
JUST THE WAY
YOUR BUSINESS
WANTS IT.



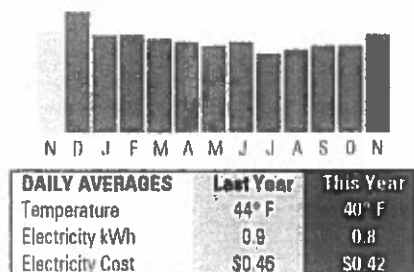
From synchronized billing for multiple locations to auto pay, we're always delivering more ways to customize your energy bill to better suit your needs.

Find out more at xcelenergy.com/MyBill.

ALWAYS delivering.



YOUR MONTHLY ELECTRICITY USAGE



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
TOWN OF WINDSOR KERN 301 WALNUT ST WINDSOR CO 80550-5141	53-0029078-2	12/24/2018
	STATEMENT NUMBER	STATEMENT DATE
	617513084	12/04/2018
		AMOUNT DUE
		\$53.53

SERVICE ADDRESS: 10A E GARDEN DR WINDSOR, CO 80550
NEXT READ DATE: 12/27/18

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304331438
INVOICE NUMBER: 0756674527

METER READING INFORMATION

METER 49115129	Read Dates: 10/24/18 - 11/26/18 (33 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	1259 Actual	1233 Actual	26 kWh

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	26 kWh	\$0.042560	\$1.11
Trans Cost Adj	26 kWh	\$0.001370	\$0.04
Elec Commodity Adj	26 kWh	\$0.035810	\$0.93
Demand Side Mgmt Cost	26 kWh	\$0.001810	\$0.05
Purch Cap Cost Adj	26 kWh	\$0.003900	\$0.10
CACJA	26 kWh	\$0.002610	\$0.07
Renew. Energy Std Adj			\$0.24
GRSA			-\$0.50 CR
Subtotal			\$12.47
Franchise Fee		3.00%	\$0.38
Sales Tax			\$0.87
Total			\$13.72
Premises Total			\$13.72



From synchronized billing for multiple locations to auto pay, we're always delivering more ways to customize your energy bill to better suit your needs.

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ALWAYS delivering.

*** PAY ESTIMATE ***

CONNELL RESOURCES, INC.

7785 HIGHLAND MEADOWS PKWY

SUITE 100

FORT COLLINS, CO 80528

OWNER:
ADDRESS:
CITY, STATE, ZIP:
ATTENTION:
PROJECT NAME:
LOCATION:
OWNER PROJECT #
CRL PM:
JOB NUMBER:

Town of Windsor
301 Walnut Street
Windsor, CO 80550
Doug Roth
Windsor, CO 80550
Shane Westlund
2181516

DATE: 07-Nov-18

INVOICE NUMBER: 2181516.01

ESTIMATE NUMBER: 1

FOR PERIOD: October-18

LAST DAY WORKED: 31-Oct-18

ITEM NUMBER	CHANGE ORDER #	DESCRIPTION OF ITEM	BID QTY	UNIT	UNIT BID	BID TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	THIS PERIOD QUANTITY	THIS PERIOD TOTAL	TOTAL QUANTITY	TOTAL TOTAL	% COMPLETE
RR-10-100		Shoreline Rip Rap	1.00	LS	5,730.00	5,730.00	0.00	0.00	1.00	5,730.00	1.00	5,730.00	100%
RR-02-307		Installation of New CIP Headwall on Existing FES	3.00	EA	3,110.00	9,330.00	0.00	0.00	3.00	9,330.00	3.00	9,330.00	100%
RR-21-100		Excavate & Shape Shoreline for New Rip Rap Installation	200.00	LF	26.55	5,310.00	0.00	0.00	200.00	5,310.00	200.00	5,310.00	100%
RR-22-205		Remove & Replace Concrete Trail for Rip Rap Installation	200.00	SF	10.00	2,000.00	0.00	0.00	200.00	2,000.00	200.00	2,000.00	100%
RR-29-200		Seed & Mulch	2,500.00	SF	1.20	3,000.00	0.00	0.00	200.00	2,000.00	200.00	2,000.00	100%
RR-56-201		Rip Rap D50=12" Type M w/Bedding & Fabric *	200.00	LF	104.00	20,800.00	0.00	0.00	200.00	20,800.00	200.00	20,800.00	100%
RR-64-200		Traffic Control	1.00	LS	1,750.00	1,750.00	0.00	0.00	1.00	1,750.00	1.00	1,750.00	100%
		Total Shoreline Rip Rap				47,920.00		0.00		44,920.00		44,920.00	94%
HWY-10-100		Hwy 257 Culvert Replacement	1.00	LS	6,350.00	6,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
HWY-10-101		Mobilization / General Conditions	1.00	LS	3,800.00	3,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
HWY-02-100		West Pond By-Pass Pumping to Lower Pond Level for New Culvert & Structure Installation	104.00	LF	237.50	24,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
HWY-02-115		Remove & Replace Existing Culvert w/24" RCP	32.00	CY	160.00	5,120.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
HWY-22-205		Storm Drain & Installation of Precast Inlet Structure	200.00	SF	10.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
HWY-47-120		Flash Fill Storm Crossings	15.00	TON	335.00	5,025.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
HWY-47-122		Remove & Replace Concrete Trail for Culvert Installation	7.00	TON	335.00	2,345.00	0.00	0.00	3.00	1,005.00	3.00	1,005.00	43%
HWY-64-200		Asphalt Patch-8" Depth w/2" PG (64-28) Top Lift	1.00	LS	6,400.00	6,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0%
		Parking Lot Asphalt Patch - 6" Depth											
		Traffic Control (Single Lane Closures)											
		Total Hwy 257 Culvert Replacement				55,740.00		0.00		1,005.00		1,005.00	2%
		CONTRACT AMOUNT				103,660.00		0.00		45,925.00		45,925.00	44%
CO#1		Additional Excavate & Shape Shoulder for New Rip Rap Installation	30.00	LF	26.55	796.50	0.00	0.00	30.00	796.50	30.00	796.50	100%
CO#1		Additional Rip Rap D50=12" Type M w/Bedding & Fabric	30.00	LF	104.00	3,120.00	0.00	0.00	30.00	3,120.00	30.00	3,120.00	100%
		JTD CHANGE ORDERS				3,916.50		0.00		3,916.50		3,916.50	100%
		PENDING CHANGE ORDERS				0.00		0.00		0.00		0.00	
JTD TOTAL						107,576.50		0.00		49,841.50		49,841.50	46%
SUBMITTED BY:						AMOUNT EARNED TO DATE		0.00		49,841.50		49,841.50	
						LESS RETAINAGE OF	0%	0.00		0.00		0.00	
						AMOUNT DUE TO DATE		0.00		49,841.50		49,841.50	
						LESS PREVIOUS INVOICES		0.00		0.00		0.00	
APPROVED BY:						AMOUNT DUE THIS ESTIMATE		0.00		49,841.50		49,841.50	