

KREMMLING SANITATION DISTRICT

RESOLUTION 2026-06-02

A RESOLUTION APPROVING A RECLAIMED WATER CONNECTION AGREEMENT WITH WEST GRAND SCHOOL DISTRICT NO. 1-JT AND THE TOWN OF KREMMLING

WHEREAS, the Kremmling Sanitation District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado, located in Grand County, Colorado, and is a duly organized and existing special district pursuant to C.R.S. § 32-1-101 *et seq.*

WHEREAS, the Board of Directors (the "Board") has the management, control, and supervision of all the business and affairs of the District, pursuant to C.R.S. § 32-1-1001(1)(h).

WHEREAS, pursuant to C.R.S. § 32-1-1001(1)(d)(I), the Board may enter into contracts and agreements affecting the affairs of the District.

WHEREAS, the District and the Town of Kremmling have established a reclaimed water system and have or will enter into a Reclaimed Water System Agreement governing the operation and use of such system.

WHEREAS, the West Grand School District No. 1-JT has requested temporary access to reclaimed water for irrigation of its athletic fields during anticipated drought conditions in 2026.

WHEREAS, the District, the Town of Kremmling, and the West Grand School District No. 1-JT have negotiated a Reclaimed Water Connection Agreement establishing the terms and conditions under which reclaimed water may be delivered and used for irrigation of the School District's athletic fields.

WHEREAS, the Board has reviewed the proposed Reclaimed Water Connection Agreement and finds that approval of the Agreement is in the best interests of the District and its users and will promote the efficient and beneficial use of reclaimed water resources within the community.

WHEREAS, the Board further finds that execution of the Agreement serves a public purpose and promotes the health, safety, welfare, and conservation interests of the District and the residents it serves.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Kremmling Sanitation District as follows:

1. Approval of Agreement. The Reclaimed Water Connection Agreement among the Kremmling Sanitation District, the Town of Kremmling, and West Grand School District No. 1-JT, in substantially the form attached hereto as Exhibit A, is hereby approved.
2. Authorization to Execute. The President of the Board of Directors is hereby authorized and directed to execute the Reclaimed Water Connection Agreement on behalf of the District, and the Secretary is authorized to attest such execution.
3. Minor Modifications. The President, District Manager, and District legal counsel are authorized to approve and execute minor and non-material revisions, corrections, or modifications to the Agreement as may be necessary or desirable to carry out the intent of this Resolution, provided such changes do not materially alter the obligations of the District.
4. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the Board this 22nd day of June 2026.

KREMMLING SANITATION DISTRICT

By: Noble Underbrink
Noble Underbrink (Jun 24, 2026 09:50:11 MDT)
Noble Underbrink
President

ATTEST:

Alan N. Hassler
Alan N. Hassler (Jun 24, 2026 10:07:16 MDT)
Alan N. Hassler
Secretary

Exhibit A

Reclaimed Water Connection Agreement

**RECLAIMED WATER
CONNECTION AGREEMENT
(WEST GRAND SCHOOL DISTRICT)**

This **RECLAIMED WATER CONNECTION AGREEMENT** (the “Connection Agreement”) is made and entered into on June 24, 2026, by and between the **WEST GRAND SCHOOL DISTRICT #1-JT**, a body politic and political subdivision of the State of Colorado (the “School District”), the **TOWN OF KREMMLING**, a Colorado municipal corporation (the “Town”), and the **KREMMLING SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The School District, Town, and District are referred to together as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, concurrently herewith, the Town and District enter into a Reclaimed Water System Agreement (the “Reclaimed Water System Agreement”), which provides for the terms and conditions under which the Town and District will provide Reclaimed Water for irrigation of parks, open spaces and is fully incorporated herein by this reference.

WHEREAS, the School District owns and maintains three (3) irrigated turfgrass athletic fields, as identified in Exhibit A attached hereto, located in Grand County, Colorado (the “Fields”).

WHEREAS, the School District desires to connect to and use the Reclaimed Water System, as said term is defined in the Reclaimed Water System Agreement, for irrigation of the Fields on a temporary basis to maintain the fields during the drought conditions anticipated in 2026.

WHEREAS, Paragraph 2(a) of the Reclaimed Water System Agreement contemplates connection of the School District to the Reclaimed Water System, pursuant to approval of a Reclaimed Water Connection Agreement executed by the Town, the District, and the School District.

WHEREAS, the Parties have determined that the execution and performance of this Connection Agreement will serve a public purpose and promote the health, safety, prosperity, and general welfare of the Parties’ residents, customers, and general public by providing for the planned and orderly delivery and use of Reclaimed Water for irrigation of the Fields.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree as follows:

1. Incorporation of Recitals; Definitions. The Recitals are incorporated herein as though fully set forth in the body of this Connection Agreement, including the Agreement by and between the Town and District. Capitalized terms used in this Connection Agreement have the definitions included in the Reclaimed Water System Agreement.

2. No Modification of Agreement. The Parties' execution of this Connection Agreement does not change, alter, or amend any portion of the Reclaimed Water System Agreement. This Connection Agreement shall be interpreted in order to comply with all terms, conditions, limitations, and restrictions contained in the Reclaimed Water System Agreement; provided, however, that, to the extent of any inconsistency between the terms and conditions of the Reclaimed Water System Agreement and this Connection Agreement, the terms and conditions of the Reclaimed Water System Agreement shall control and govern the Parties.

3. Use of Reclaimed Water. Subject to the terms and conditions of this Connection Agreement and the Reclaimed Water System Agreement, the Town and the District agree to provide Reclaimed Water for the irrigation of the Fields. The intention of this Connection Agreement is to provide the School District with continued irrigation of the Fields through the entire 2026 irrigation season. The Parties acknowledge that in normal years the turf grass irrigation season runs from mid-May to mid-October, but agree to be flexible and continue to allow the use of Reclaimed Water on the Fields after October 1 if and to the extent that it would be beneficial for the turf to receive additional water. In no event shall Reclaimed Water be used on the Fields under this Agreement after December 31, 2026.

(a) All Reclaimed Water delivered to the Fields will be separately metered. Meter readings will be taken monthly by District personnel and provided to the Town. The Town will charge the School District for all Reclaimed Water that is delivered pursuant to this Connection Agreement at the rate applicable for potable water, with payment due in full within 30 days of the end of each monthly billing cycle.

(b) The Town will set the watering schedule for all Town parks, open space, and the School District's Fields. The Parties acknowledge that due to pressure and volume constraints, not all lands may be irrigated simultaneously. The Parties will coordinate and cooperate in proposing watering schedules for all use of the Reclaimed Water System, but the Parties agree that the Town will have the authority and sole discretion to determine the schedule for use of Reclaimed Water

(c) The total volume of Reclaimed Water collectively used by the Parties under this Connection Agreement is not intended to exceed the volume of Reclaimed Water used in prior years. To accomplish this, the Parties acknowledge that the Town intends to reduce its watering of public parks and open spaces in order to accommodate irrigation of the Fields.

(d) On and after the effective date of this Connection Agreement, the School District's use and connection to the Reclaimed Water System shall be subject to all of the Rules and Regulations, Ordinances, Code, or other legislative regulations of the Town and of the District, as they may be amended from time to time, including payment to the Town of assessed rates, fees, or charges in existence at the time such amounts are due. The School District expressly agrees to comply with all public health parameters required for the Reclaimed Water System, including but not limited to permit conditions and rules or regulations of the Colorado Department of Public Health and Environment, irrespective of whether such terms are contained in the Town or District's Rules and Regulations. The School District acknowledges that health restrictions prohibit the use of reclaimed water for a splash pad or other direct contact and will require the installation of specific signage providing public notice of the use of reclaimed water.

The District agrees to supply the School District with appropriate and sufficient signs at no additional charge.

(e) The School District acknowledges and agrees that either the Town or the District may, in its sole and absolute discretion, limit the delivery of potable water or Reclaimed Water, which may impact the water available for use by the School District.

4. Connection To and Disconnection From Reclaimed Water System. The School District shall be responsible for all costs associated with the construction and installation of facilities necessary to connect to the Reclaimed Water System and the use of Reclaimed Water. Upon termination of this Connection Agreement, the School District shall be responsible for all costs associated with disconnection from the Reclaimed Water System as deemed necessary by the Town or the District in its sole and absolute discretion. The Town and District may assist the School District where possible, to provide equipment, manpower, or other assistance to connect to or disconnect from the system, as applicable, and the School District will be responsible for reimbursement to the Town or District for all costs incurred in rendering such assistance. The School District's connection to the Reclaimed Water System must be consistent with the District's and the Town's standards and specifications, and require inspection and approval by the District and Town prior to the connection being activated.

5. Term; Termination. This Connection Agreement will become effective upon the date first above written and will continue in full force and effect until December 31, 2026, unless earlier terminated in accordance with this Section 5. This Connection Agreement will terminate automatically upon any termination of the Reclaimed Water System Agreement. The School District recognizes that the Reclaimed Water System is subject to the jurisdiction of the Colorado Department of Public Health and Environment ("CDPHE") and administration by the Colorado Division of Water Resources ("DWR") and may be shut down at any time or subject to permit restrictions or limitations. In the event of such an action by CDPHE or DWR, this Connection Agreement may be terminated by the Town or District upon notice to the School District; provided, however, that in the event that permit restrictions or limitations would still allow some Reclaimed Water to be applied to the Fields, the Parties shall work together in good faith to continue to make such water available in sufficient amounts to prevent permanent turf damage, to the extent practicable.

6. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of any Party pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

7. Annual Appropriation. No provision of this Connection Agreement shall be construed or interpreted as a delegation of governmental powers by any Party, or as creating a multiple-fiscal-year direct or indirect debt or other financial obligation whatsoever.

8. No Waiver. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such Party to exercise at some future time the rights not previously exercised.

9. Entire Agreement. This Connection Agreement constitutes the entire agreement between the Parties relating to the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Connection Agreement are of no force and effect.

10. Third-Party Beneficiaries. It is not the intent of the Parties, nor shall it be the effect of this Connection Agreement, to vest rights of any nature or form in individuals or entities not executing this Agreement as a Party.

11. Modification. This Connection Agreement shall only be amended or modified by a mutually executed written document. No oral modification or change of this Connection Agreement will be recognized.

12. Severability. In the event any provision of this Connection Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Connection Agreement.

13. Assignment. This Connection Agreement may not be assigned by the School District without the prior express written consent of the other Parties which shall not be unreasonably withheld.

14. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Connection Agreement. Venue for any dispute between the Parties arising out of or relating to this Connection Agreement shall be in the District Court in and for Grand County, Colorado, unless any such issues are defined as water matters as defined by Section 37-92-203 of the Colorado Revised Statutes, for which the Parties agree the venue for any dispute shall be the District Court, Water Division No. 5.

15. No Presumption. The Parties acknowledge that this Connection Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties and will be construed without regard to any presumption or other rule requiring construction against the Party causing the drafting hereof.

16. Counterparts and Facsimile Signatures. This Connection Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands on the date and year first above written.

WEST GRAND SCHOOL DISTRICT #1-JT

By: *H Lee Bruchez*
H Lee Bruchez (Jun 24, 2026 09:12:25 MDT)

Lee Bruchez
President

ATTEST

CT
Christine Travis (Jun 23, 2026 20:53:37 MDT)

Christine Travis
Secretary

TOWN OF KREMMLING

By: 
Wes Howell
Mayor

ATTEST


Teagan Serres
Town Clerk

KREMMLING SANITATION DISTRICT

By: Noble Underbrink
Noble Underbrink (Jun 24, 2026 09:46:20 MDT)
Noble Underbrink
President

ATTEST

Alan N. Hassler
Alan N. Hassler (Jun 24, 2026 10:05:16 MDT)
Alan Hassler
Secretary

EXHIBIT A

DESCRIPTION OF SCHOOL DISTRICT FIELDS

