

**AGREEMENT BETWEEN THE CITY OF FORT COLLINS
AND THE POUDRE SCHOOL DISTRICT R-1 REGARDING THE
CONNECTED RAW WATER IRRIGATION SYSTEMS OF CERTAIN PARKS AND
SCHOOLS**

This Agreement, dated _____, 2025 is entered into by the following Parties: the City of Fort Collins, a Colorado municipal corporation; and Poudre School District R-1, a public school district and political subdivision of the State of Colorado.

** See Paragraph 8 for defined terms used in this Agreement. **

RECITALS

- A. The City, through its Parks Department, owns and operates various parks in Fort Collins. To the extent practicable, the City irrigates its parks with raw (untreated) water.
- B. The District owns and operates various school grounds in Fort Collins. To the extent practicable, the District irrigates its school grounds with raw (untreated) water.
- C. The City and the District have historically located parks and schools adjacent to each other. At these Shared Sites, the City's and the District's irrigation systems are often connected in varying ways and to varying degrees.
- D. The City's and the District's connected irrigation systems at Shared Sites have resulted in scenarios where: (1) Shared Infrastructure is being used and relied upon by both the City and the District; (2) one Party (the City or the District) is managing the Shared Infrastructure for both Parties; and (3) at certain Shared Sites, the District is using and relying upon water attributable to some of the City's ditch and reservoir company shares to irrigate certain school grounds.
- E. While the City's and the District's connected irrigation systems at the Shared Sites have been generally beneficial to each Party, the arrangement has not been adequately documented, nor has the District's use of water attributable to some of the City's ditch and reservoir company shares been adequately addressed. City Staff and District Staff collaborated to prepare this Agreement to address these issues.
- F. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **SHARED SITES.** This Agreement concerns the following eleven Shared Sites. All of the Shared Sites are irrigated with raw (untreated) water.¹ Additional details on each of the Shared Sites are set forth in **Exhibits 1 through 11.**

- 2.1. Edora Park — Riffenburgh Elementary
- 2.2. English Ranch Park — Linton Elementary
- 2.3. Golden Meadows Park — Kruse Elementary
- 2.4. Harmony Park — Preston Middle School-Traut Core Knowledge School
- 2.5. Radiant Park — Zach Elementary
- 2.6. Ridgeview Park — McGraw Elementary
- 2.7. Spring Canyon Park — Olander Elementary
- 2.8. Stewart Case Park — Fort Collins High School
- 2.9. Troutman Park — Lopez Elementary
- 2.10. Twin Silo Park — Fossil Ridge High School²
- 2.11. Westfield Park — Johnson Elementary³

3. **SHARED COST ALLOCATION FOR THE SHARED SITES.**

3.1. **Shared Costs Defined.** For each of the Shared Sites, the Shared Costs to be allocated between the Parties under this Agreement shall be: all costs over \$5,000 per project that the Managing Party incurs for any maintenance, replacement, or repair of the Shared Infrastructure, provided that staff time shall not be considered as Shared Costs.

3.2. **Allocation of Shared Costs.** For each of the Shared Sites, the Managing Party will determine each Party's Portion of the Shared Costs pursuant to one of the two following methodologies. The current methodology used for each of the Shared Sites is set forth in **Exhibits 1 through 11.**

3.2.1. **Metered Methodology.** If there are meters providing data showing the City's and the District's respective volumes of irrigation water use at the Shared Site, each Party's Portion of the Shared Costs shall be calculated according to this Paragraph 3.2.1.

3.2.1.1. Each Party's previous five years of irrigation water use (in gallons or acre-feet) shall be summed and divided by five to calculate each Party's average annual water use. Each Party's average annual water use shall then be divided by the total use, being the sum of the City's and the District's average annual water use over the same previous five years, to calculate each Party's Portion of the Shared

¹ Blevins Park-Blevins Middle School and Eastside Park-Laurel Elementary were considered as potential Shared Sites but are excluded from this Agreement because they are irrigated with treated water from the City's Water Utility. They may be the subject of a subsequent agreement(s) between the Parties.

² Twin Silo Park – Fossil Ridge High School Shared Site includes the City's planned Southeast Community Center.

³ The Westfield Park — Johnson Elementary Shared Site does not include Webber Middle School.

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Costs. If data from one or more of the previous five years is not available, data from the next earliest year or years shall be used. If five years of data is not available, all data from the period of record available shall be used.

3.2.1.2. This methodology can also be expressed as follows:

$$\text{Party's Portion of Shared Costs} = (\text{AAU} / \text{TU}) * \text{SC}$$

Where:

- AAU (average annual use) = (Sum of previous 5 years of Party's water use) / 5
 - If data from one or more of the previous five years is not available, then AAU = (Sum of most recent 5 years of a Party's water use) / 5
 - If five years of data is not available, AAU = (Sum of X years of Party's water use) / X, where X is number of years of available data
- TU (total use) = (Sum of City's AAU and District's AAU)
- SC = Shared Costs

3.2.2. **Irrigated Acres Methodology.** Unless and until there are meters at a Shared Site, each Party's Portion of the Shared Costs shall be calculated according to this Paragraph 3.2.2.

3.2.2.1. Each Party's irrigated acres at the Shared Site shall be divided by the total number of irrigated acres at the Shared Site to calculate each Party's Portion of the Shared Costs.

3.2.2.2. This methodology can also be expressed as follows:

$$\text{Party's Portion of Shared Costs} = (\text{IA} / \text{TA}) * \text{SC}$$

Where:

- IA (irrigated acres) = Party's irrigated acres
- TA (total acres) = Sum of City's and District's IA
- SC = Shared Costs

3.2.2.3. If the irrigated acres of either Party or the entire Shared Site change, the actual irrigated acres immediately prior to the incursion of the Shared Costs will be used.

3.3. **Invoices.** The Managing Party may send an invoice for the other Party's Portion of the Shared Costs. The Party receiving the invoice shall pay it as soon as practicable.

4. **FUTURE METERS.** The Parties agree that Metered Methodology set forth in Paragraph 3.2.1 is a more accurate means for allocating Shared Costs. The Parties agree to collaborate to install meters on the Shared Sites as soon as reasonably practicable in light of budgetary and other constraints. It is the intent of the City and the District that the main meter at each Shared Site be part of the Shared Infrastructure, and that any meter at a Point of Connection belong to one Party or the other.

5. **IRRIGATION WATER TRADE.**

5.1. The District uses and has historically used water attributed to some of the City's ditch and reservoir company shares to irrigate Kruse Elementary. See **Exhibit 3**. The City built and paid for the Shared Infrastructure at the Golden Meadows Park — Kruse Elementary Shared Site, without contributions from the District. To compensate the City for the District's use of the City's water and infrastructure, on an annual basis, the District shall allow the City to use water attributable to one of the District's shares of the New Mercer Ditch Company, which the City may use to irrigate any lands served by the New Mercer Ditch Company.

5.1.1. If the District desires to no longer use any of the City's ditch and reservoir company shares to irrigate Kruse Elementary, the District may provide notice to the City pursuant to Paragraph 7.9 and will no longer be required to allow the City to use water attributable to one of the District's shares of the New Mercer Ditch Company. If the District provides such notice, the Parties shall meet as soon as reasonably practicable to discuss in good faith any necessary or desirable updates or amendments to this Agreement, including updates to Shared Infrastructure or Shared Sites. To allow the City adequate time to respond, the City shall be entitled to continue to use water attributable to one of the District's shares of the New Mercer Ditch Company for at least five complete April 1 through October 31 irrigation seasons following the date of the notice.

5.2. The District uses and has historically used water attributed to some of the City's ditch and reservoir company shares to irrigate Olander Elementary. See **Exhibit 7**. The City built and paid for the Shared Infrastructure at the Spring Canyon Park — Olander Elementary Shared Site, without contributions from the District. To compensate the City for the District's use of the City's water and infrastructure, on an annual basis, the District shall allow the City to use water attributable to one of the District's shares of the New Mercer Ditch Company, which the City may use to irrigate any lands served by the New Mercer Ditch Company.

5.2.1. If the District desires to no longer use any of the City's ditch and reservoir company shares to irrigate Olander Elementary, the District may provide notice to the City pursuant to Paragraph 7.9 and will no longer be required to allow the City to use water attributable to one of the District's shares of the New Mercer Ditch Company. If the District provides such notice, the Parties shall meet as soon as reasonably practicable to discuss in good faith

any necessary or desirable updates or amendments to this Agreement, including updates to Shared Infrastructure or Shared Sites. To allow the City adequate time to respond, the City shall be entitled to continue to use water attributable to one of the District's shares of the New Mercer Ditch Company for at least five complete April 1 through October 31 irrigation seasons following the date of the notice.

6. **UPDATES TO AGREEMENT.** The Parties agree and anticipate that the details of each of the Shared Sites that are set forth in **Exhibits 1 through 11** may change over time, including⁴: changes to specific irrigated acres as the Parties may change their landscapes; and add meters and alter the methodology used to calculate each Party's Portion of the Shared Costs under Paragraph 3.2.

6.1. The Parties agree to meet at least every three years to discuss whether any updates or amendments to this Agreement are needed or advisable, including updates to the exhibits to this Agreement to accurately reflect the irrigation system and management of the Shared Sites.

6.2. Any amendments to this Agreement shall be executed by the Parties in writing, preferably as an amended and restated version of the Agreement.

7. **ADDITIONAL TERMS.**

7.1. **Effective Date.** This Agreement is effective as of the date that all Parties have executed this Agreement, which is stated above on the initial page.

7.2. **Term.** This Agreement is perpetual unless terminated pursuant to the terms and conditions of this Agreement, or otherwise terminated in writing by the Parties.

7.3. **Recording.** The City will record this Agreement with the Larimer County Clerk and Recorder.

7.4. **Remedies.**

7.4.1. If a Party ("Complaining Party") believes that another Party ("Responding Party") has failed to comply with the provisions of this Agreement, the Complaining Party will provide written notification of the same to the Responding Party. If the Responding Party fails to achieve compliance within thirty-five (35) days following receipt of such notice, the Complaining Party may require mediation of the issue(s) under Paragraph 7.4.2.

7.4.2. If mediation is sought following the procedures of Paragraph 7.4.1, the Parties shall jointly select a mediator within 35 days following the

⁴ In this Agreement, "include" and "including" signify a list that is not necessarily exhaustive. *E.g., Lyman v. Town of Bow Mar*, 188 Colo. 216, 222, 533 P.2d 1129, 1133 (1975).

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Complaining Party's written notice to require mediation. The selection of the mediator shall be confirmed in writing. If the Parties cannot jointly select a mediator, each Party shall select a mediator within 42 days following the Complaining Party's written notice to require mediation and the two selected mediators shall then jointly select a third person to mediate the issue(s) within 56 days following the Complaining Party's written notice to require mediation, who shall be impartial as to the Parties and the issue(s) and have mediation experience. The Parties agree to participate in good faith in such mediation.

- 7.4.3. Following the good faith completion of mediation under Paragraph 7.4.2 or if the two selected mediators are unable to jointly select a third person to mediate the issue(s), the Complaining Party may seek all such remedies available under Colorado law, excluding any exemplary and/or consequential damages.
- 7.5. **Fiscal Contingency.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the Parties in fiscal years after the fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with each Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement.
- 7.6. **Governmental Immunity.** No term or condition of this Agreement is intended nor shall be construed as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to the Parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.
- 7.7. **Relationship of the Parties.** The Parties enter this Agreement as separate and independent entities and shall maintain such status at all times.
- 7.8. **No Third-Party Beneficiaries.** This Agreement is intended to describe rights and responsibilities only as between the Parties. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties herein.
- 7.9. **Notices.** All notices provided for under this Agreement shall be effective when hand-delivered, sent by electronic mail- read receipt, sent by registered or certified mail - return receipt requested, or sent by overnight commercial courier as follows:

To the City: City Manager
City Hall West
300 LaPorte Avenue; P.O. Box 580
Fort Collins, Colorado 80522-0580

With copy to: Fort Collins City Attorney

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300 LaPorte Avenue; P.O. Box 580
Fort Collins, Colorado 80522-0580

and:

Parks Department
Director
413 S. Bryan Ave.
PO Box 580
Fort Collins, Colorado 80522

To the District:

Any Party hereto may at any time designate a different person or address for purposes of receiving notice by so informing the other parties in writing. Notice shall be deemed effective upon actual receipt thereof, or three (3) days after being deposited in the United States mail or accepted by an overnight delivery service, whichever first occurs.

- 7.10. **Counterparts.** This Agreement may be signed in counterparts.
- 7.11. **Governing Law.** The Agreement shall be governed by the laws of the State of Colorado, insofar as any matter is not regulated by applicable laws of the United States.
- 7.12. **Force Majeure.** No Party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the defaulting Party which could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of god, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the defaulting Party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities.
- 7.13. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable to any extent, the Parties shall meet, confer, and agree on appropriate modifications to this Agreement to ensure that the original intent, obligations, goals, and purposes of this Agreement are satisfied.
- 7.14. **Authority.** Each of the Parties represents to the other Party that such Party has full power and authority to execute, deliver, and perform this Agreement, that such Party has taken the necessary steps that are lawfully required to execute, deliver,

and perform this Agreement, and that the individual(s) executing this Agreement on behalf of such Party are fully empowered and authorized to do so.

- 7.15. **Entire Agreement.** The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the Parties as to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to its subject matter unless expressly referred to in this Agreement. Modification of this Agreement by the Parties may be made only by a writing signed by the Parties.
8. **DEFINED TERMS.** The following defined terms are used throughout this Agreement, including in the foregoing recitals.
- 8.1. “City” is the City of Fort Collins, a Colorado municipal corporation.
- 8.2. “District” is the Poudre School District R-1, a public school district and political subdivision of the State of Colorado.
- 8.3. “Irrigated Acres Methodology” is the methodology set forth in Paragraph 3.2.2 for allocating Shared Costs between the Parties when there are not meters at a Shared Site as contemplated under Paragraph 3.2.1.
- 8.4. “Managing Party” is the Party that operates and manages the Shared Infrastructure for a Shared Site. The Managing Party for each Shared Site is identified in Exhibits 1 through 11. Other than the Shared Infrastructure, each Party operates and manages its own irrigation system.
- 8.5. “Metered Methodology” is the methodology set forth in Paragraph 3.2.1 for allocating Shared Costs between the Parties when there are meters at a Shared Site.
- 8.6. “Point of Connection” is the location where the portion of one Party’s irrigation system connects to the other Party’s irrigation system.
- 8.7. “Portion of the Shared Costs” are the amount of the Shared Costs each Party is responsible for under Paragraph 3.
- 8.8. “Shared Costs” are certain costs defined in Paragraph 3.1 that are to be allocated between the Parties pursuant to Paragraph 3.2.
- 8.9. “Shared Infrastructure” is components of a physical irrigation system that are used and relied upon by both the City and the District.
- 8.10. “Shared Sites” are the combinations of a park and adjacent school site that have shared irrigation systems that are the subject of this Agreement.

CITY OF FORT COLLINS, COLORADO, a municipal corporation

By: _____
Kelly DiMartino, City Manager

Date:

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Eric Potyondy
Senior Assistant City Attorney

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POUDRE SCHOOL DISTRICT R-1, a public school district and political subdivision of the State of Colorado

By: _____

Date:

ATTEST:

By: _____

Exhibit 1**Edora Park — Riffenburgh Elementary Shared Site**

Park Name:	Edora Park
Irrigated Acres:	39.93
School Name:	Riffenburgh Elementary
Irrigated Acres:	5.49
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The District has backup treated water tap from City's Water Utility
Meters:	2
Meter Location:	Pump Station and Point of Connection
Raw (Untreated) Water Source:	Arthur Irrigation Company shares; some owned by the City, and some by the District
Shared Infrastructure:	Mainline to Point of Connection, main meter, pump, pond, lateral to fill pond, and pumphouse
Point of Connection (POC):	Northeast of Riffenburgh school grounds
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)

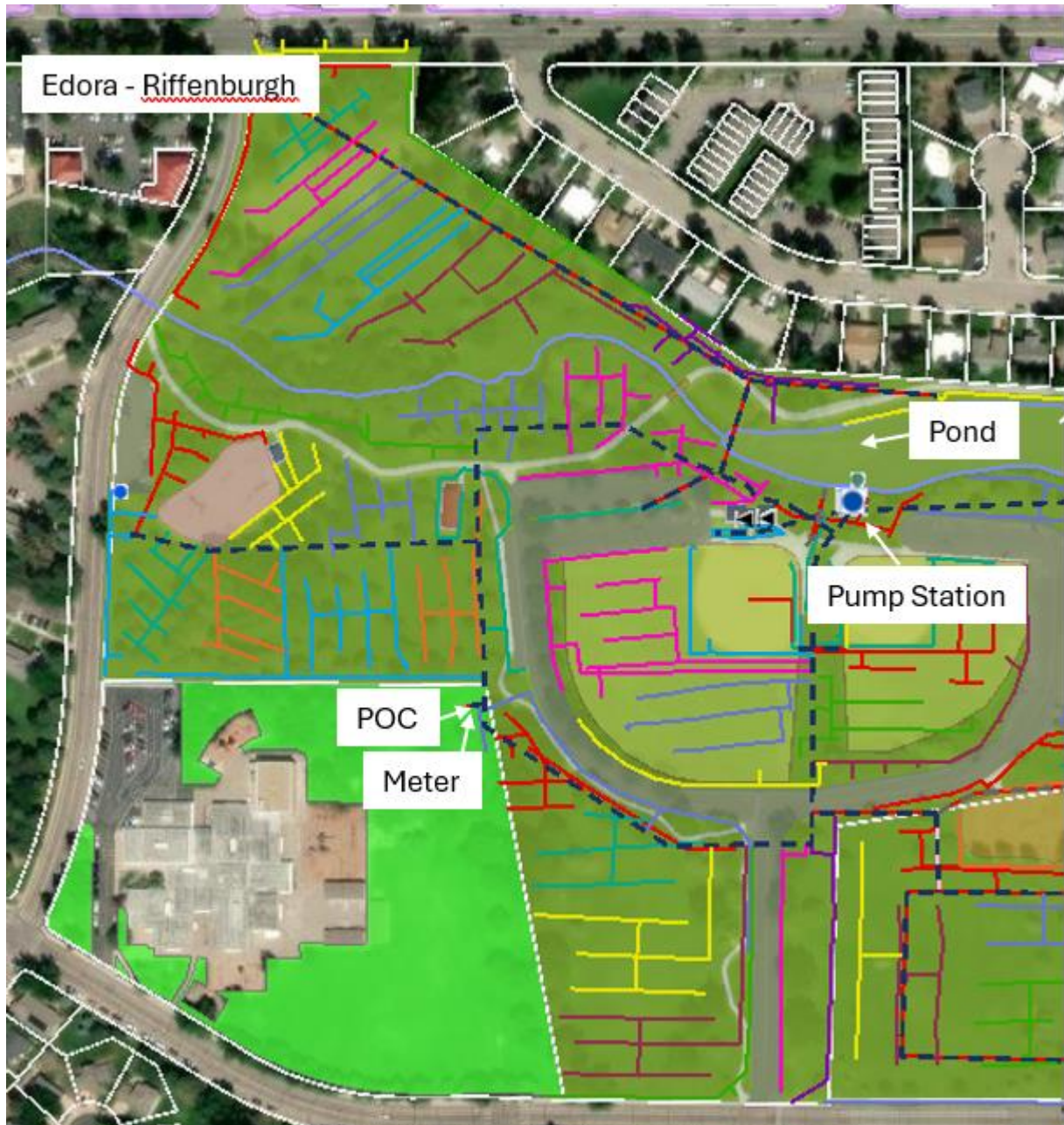


Exhibit 2**English Ranch Park — Linton Elementary Shared Site**

Park Name:	English Ranch Park
Irrigated Acres:	10.31
School Name:	Linton Elementary
Irrigated Acres:	2.35
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The City and the District each have backup treated water taps from City's Water Utility
Meters:	1
Meter Location:	Pump station
Raw (Untreated) Water Source:	Warren Lake Reservoir Irrigation Company shares; some owned by the City, and some by the District
Shared Infrastructure:	Mainline, pump, main meter, pond, lateral to fill pond, and pumphouse
Point of Connection (POC):	Pumphouse-looped mainline design
Current Allocation of Shared Costs:	Irrigated Acres Methodology (§3.2.2)



Exhibit 3**Golden Meadows Park — Kruse Elementary Shared Site**

Park Name:	Golden Meadows Park
Irrigated Acres:	7.5
School Name:	Kruse Elementary
Irrigated Acres:	6.77
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The City and the District each have backup treated water taps from City's Water Utility
Meters:	2
Meter Location:	Pump station and Point of Connection
Raw (Untreated) Water Source:	Warren Lake Reservoir Company shares owned by the City
Shared Infrastructure:	Mainline to the Point of Connection, pond, lateral to fill pond, pump, pumphouse, and main meter
Point of Connection (POC):	Northwest corner of Kruse school grounds
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)



Exhibit 4**Harmony Park — Preston Middle School-Traut Core Knowledge School Shared Site**

Park Name:	Harmony Park
Irrigated Acres:	9
School Names:	Preston Middle School and Traut Core Knowledge School
Irrigated Acres:	18
Managing Party:	District
Backup Treated Water Taps:	The District has a backup treated water tap from the Fort Collins-Loveland Water District
Meters:	1
Meter Location:	Pump station
Raw (Untreated) Water Source:	Warren Lake Reservoir Irrigation Company shares; some owned by the City, and some by the District
Shared Infrastructure:	Mainline, pond, lateral to fill pond, pump, main meter, and pumphouse
Point of Connection (POC):	Pumphouse-looped mainline design
Current Allocation of Shared Costs:	Irrigated Acres Methodology (§3.2.2)

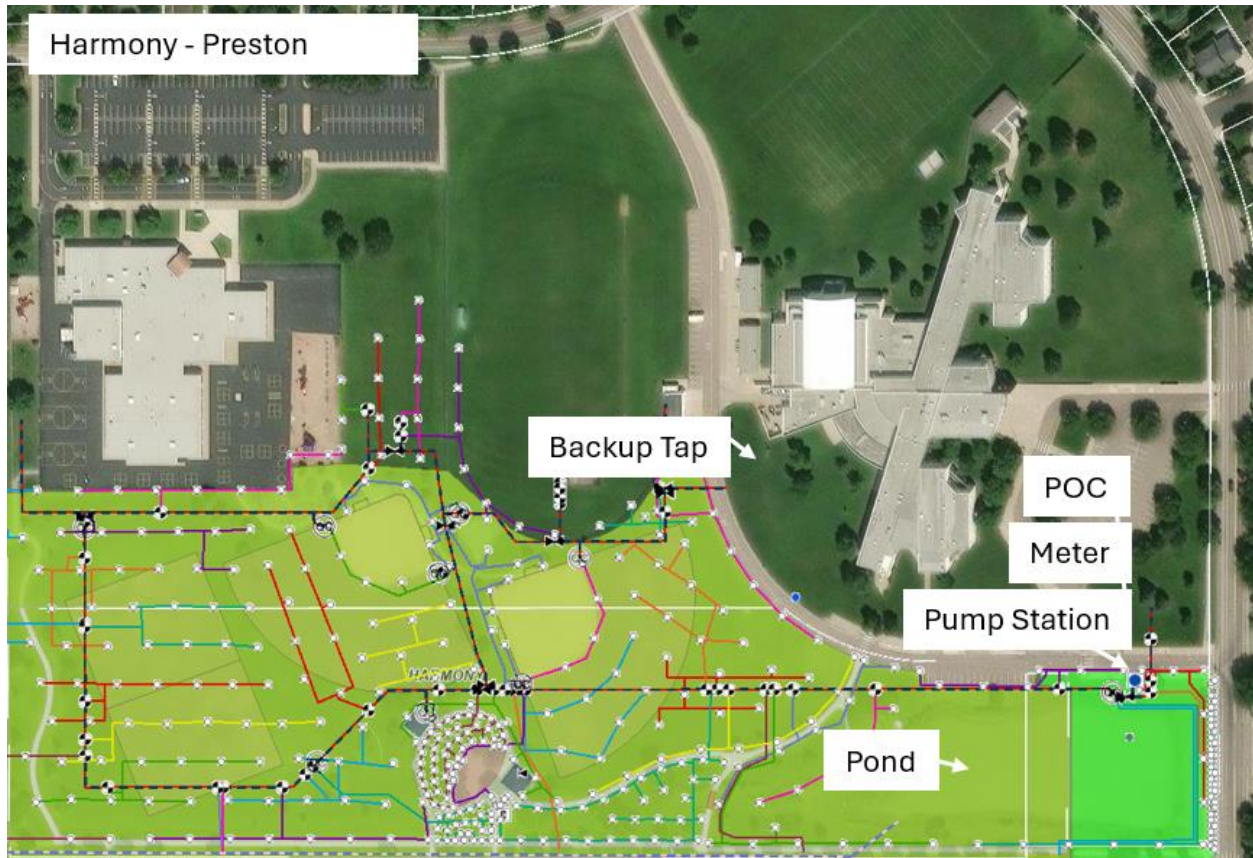


Exhibit 5**Radiant Park — Zach Elementary Shared Site**

Park Name:	Radiant Park
Irrigated Acres:	10
School Name:	Zach Elementary
Irrigated Acres:	6.4
Managing Party:	District
Backup Treated Water Taps:	The District has a backup treated water tap from the Fort Collins-Loveland Water District
Meters:	1
Meter Location:	Point of Connection
Raw (Untreated) Water Source:	Warren Lake Reservoir Irrigation Company and New Mercer Ditch Company shares; some owned by the City, and some by the District
Shared Infrastructure:	Mainline to point of connection, meter, pond, ⁵ lateral to fill pond, pump, and pumphouse
Point of Connection (POC):	South of Kechter Road
Current Allocation of Shared Costs:	Irrigated Acres Methodology (§3.2.2)

⁵ The pond and lateral are shared by Fossil Ridge High School, Zach Elementary, Twin Silo Park, Radiant Park, and the City's planned Southeast Community Center.



Exhibit 6**Ridgeview Park — McGraw Elementary Shared Site**

Park Name:	Ridgeview Park
Irrigated Acres:	11.2
School Name:	McGraw Elementary
Irrigated Acres:	3.9
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The City and the District each have backup treated water taps from the Fort Collins-Loveland Water District
Meters:	2
Meter Location:	Pump station and Point of Connection
Raw (Untreated) Water Source:	Pleasant Valley and Lake Canal Company shares; some owned by the City and some owned by the District
Shared Infrastructure:	Mainline to the Point of Connection, main meter, pond, lateral to fill pond, pump, and pumphouse
Point of Connection (POC):	Directly west of ballfield
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)



Exhibit 7**Spring Canyon Park — Olander Elementary Shared Site**

Park Name:	Spring Canyon Park
Irrigated Acres:	50.6
School Name:	Olander Elementary School for Project-Based Learning
Irrigated Acres:	4.78
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The City and the District each have backup treated water taps from the City's Water Utility
Meters:	2
Meter Location:	Pump Station and Point of Connection
Raw (Untreated) Water Source:	Dixon Cañon Reservoir and Ditch Company shares owned by the City
Shared Infrastructure:	Mainline to point of connection, main meter, pond, lateral to fill pond, pump, and pumphouse
Point of Connection (POC):	Central-east side of SCCP
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)

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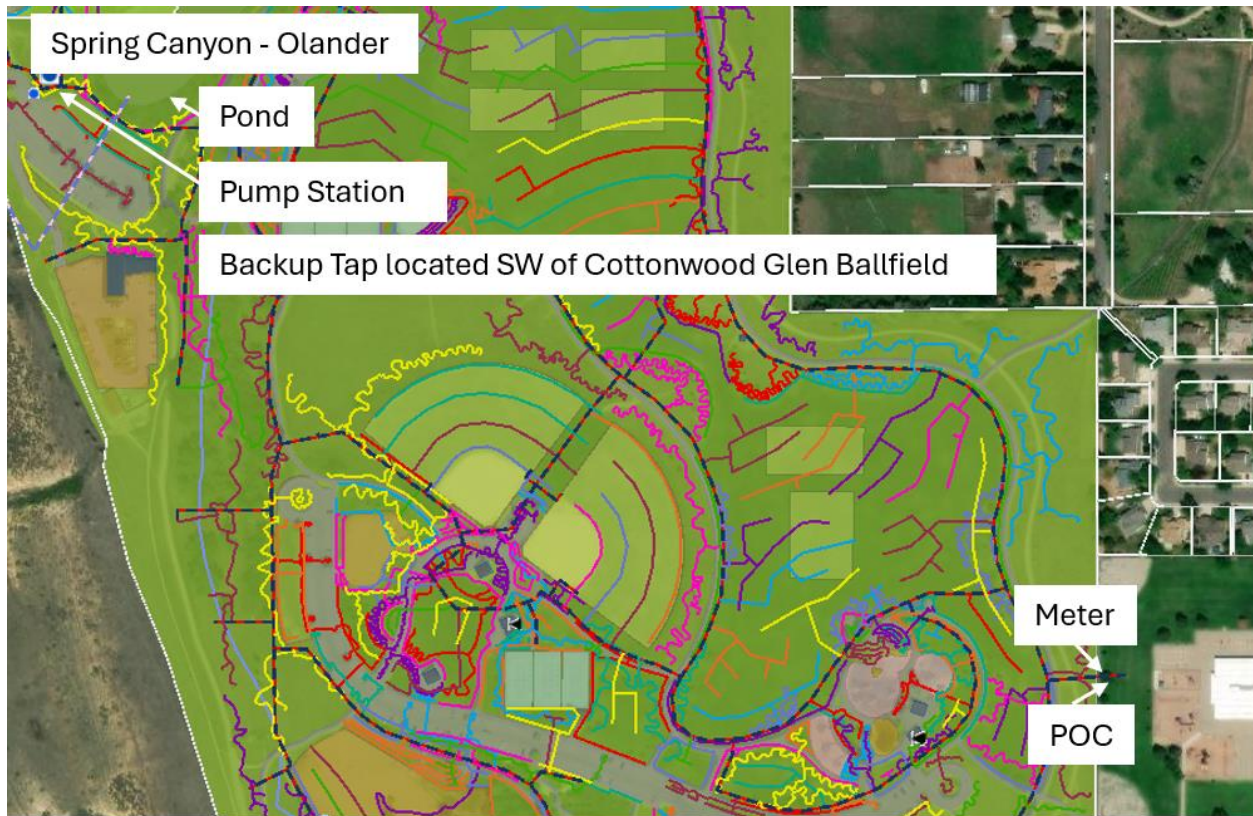


Exhibit 8**Stewart Case Park — Fort Collins High School Shared Site**

Park Name:	Stewart Case Park
Irrigated Acres:	14
School Name:	Fort Collins High School
Irrigated Acres:	36.04
Managing Party:	District
Backup Treated Water Taps:	The City and the District each have backup treated water taps from the City's Water Utility
Meters:	1
Meter Location:	Pump station
Raw (Untreated) Water Source:	Arthur Irrigation Company, Sherwood Irrigation Company, and Sherwood Reservoir Company shares; some owned by the City and some owned by the District
Shared Infrastructure:	Pond, lateral to fill pond, mainline, pump, main meter, and pumphouse
Point of Connection (POC):	Pump station-looped mainline design
Current Allocation of Shared Costs:	Irrigated Acres Methodology (§3.2.2)



Exhibit 9**Troutman Park — Lopez Elementary Shared Site**

Park Name:	Troutman Park
Irrigated Acres:	17.42
School Name:	Lopez Elementary
Irrigated Acres:	0.86
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The City and the District each have backup treated water taps from the City's Water Utility
Meters:	2
Meter Location:	Pump Station and Point of Connection
Raw (Untreated) Water Source:	Pleasant Valley and Lake Canal Company shares; some owned by the City and some owned by the District
Shared Infrastructure:	Pond, lateral to fill pond, mainline to Point of Connection, main meter, pump, and pumphouse
Point of Connection (POC):	Near basketball courts
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)

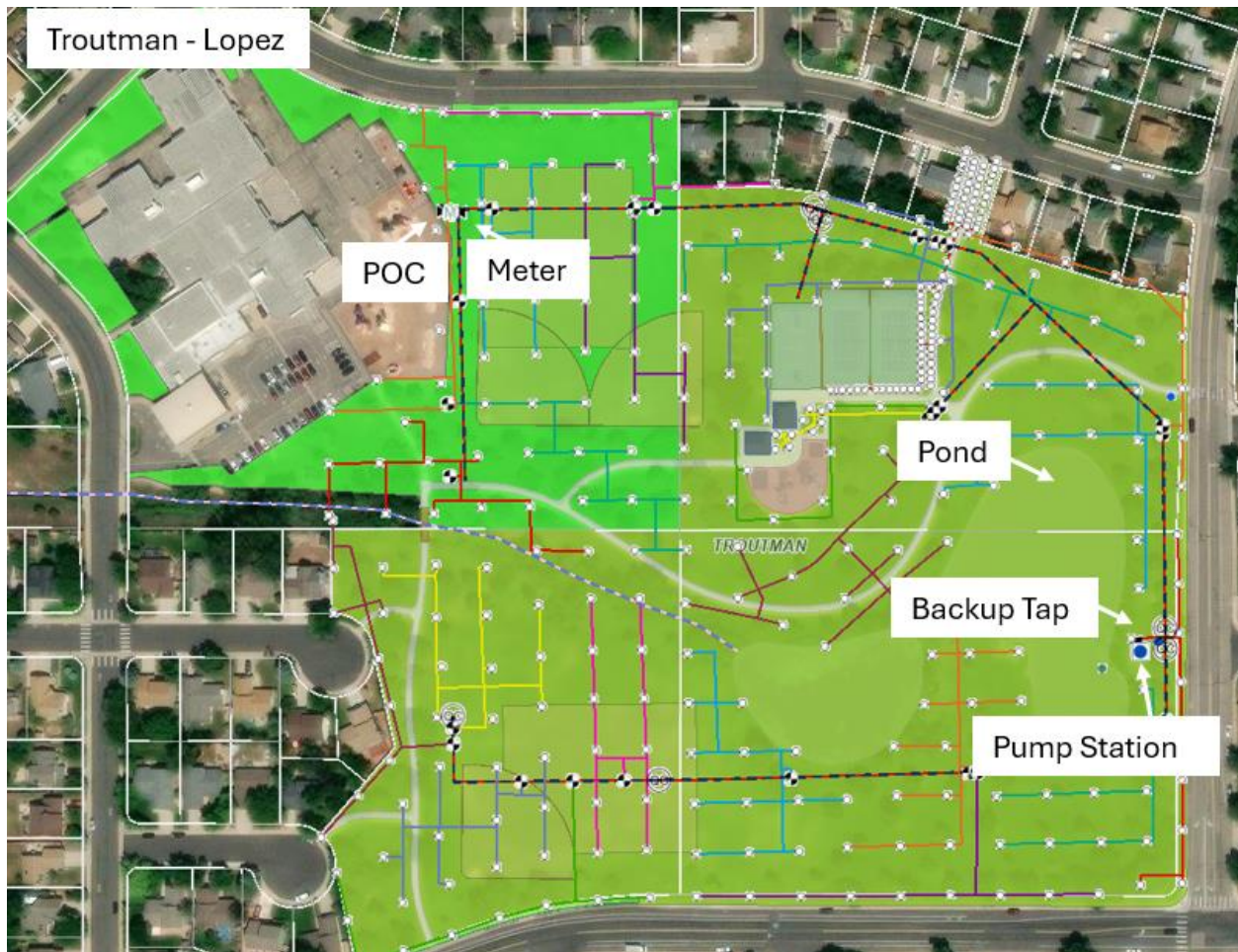


Exhibit 10**Twin Silo Park — Fossil Ridge High School Shared Site⁶**

Park Name:	Twin Silo Community Park
Irrigated Acres:	30
School Name:	Fossil Ridge High School
Irrigated Acres:	52.27
Managing Party:	District
Backup Treated Water Taps:	No
Meters:	2
Meter Location:	Pump station and Point of Connection
Raw (Untreated) Water Source:	Warren Lake Reservoir Company shares and New Mercer Ditch Company shares; some owned by the City and some owned by the District
Shared Infrastructure:	Pond, lateral to fill pond, main meter, pump, and pumphouse
Point of Connection (POC):	Pumphouse
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)

⁶ The District agrees to include the City's Southeast Community Center as a facility irrigated by this shared site once the facility is built. The City's Southeast Community Center will be irrigated with an additional share of the City's ownership of the Warren Lake Reservoir Company.



Exhibit 11**Westfield Park — Johnson Elementary Shared Site**

Park Name:	Westfield Park
Irrigated Acres:	9.95
School Name:	Johnson Elementary
Irrigated Acres:	3.22
Managing Party:	City (Parks Department)
Backup Treated Water Taps:	The City and the District each have backup treated water taps from the City's Water Utility
Meters:	2
Meter Location:	Pump station and Point of Connection
Raw (Untreated) Water Source:	Pleasant Valley and Lake Canal Company shares; some owned by the City and some owned by the District
Shared Infrastructure:	Pump, pumphouse, main meter, pond, lateral to fill pond, and mainline to Point of Connection
Point of Connection (POC):	North side of Johnson school site east of concrete bridge
Current Allocation of Shared Costs:	Metered Methodology (§3.2.1)

