



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, August 2, 2016

8:00 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

5. Consent Agenda Items

Consent agenda items can be adopted by simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a Council Member.

- a) [Resolution 37-2016](#) A resolution approving a Police Recruit Training Agreement with the City of Lakewood to use the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy for recruit police officer training.

Attachments: [Resolution No. 37-2016](#)
[2016 Police Recruit Training Agreement - Final](#)

- b) [Resolution 42-2016](#) Resolution approving a \$380,000 transfer of appropriations within the Capital Projects Fund from the Wayfinding projects to the East Dry Creek and South Broadway transportation improvement project and the County Line and Broadway traffic signal project.

Attachments: [Resolution No 42-2016](#)

- c) [ID# 16-175](#) Certification of the July 19, 2016 regular meeting minutes

Attachments: [07-19-2016 Minutes](#)

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 10-2016](#) An ordinance on second reading authorizing five farm lease agreements for the Littleton/Englewood Wastewater Treatment Plant

Attachments:

[Ordinance No. 10-2016](#)
[2016 Farm Lease Beichle Exhibit A](#)
[2016 Farm Lease Burnet Exhibit B](#)
[2016 Farm Lease Craig Farms Exhibit C](#)
[2016 Farm Lease Meier Exhibit D](#)
[2016 Farm Lease Progressive Farms Exhibit E](#)
[2016 Farm Lease 2-Dry Cropland Rates-CS](#)
[2016 Farm Lease site restrictions - biosolids](#)

7. General Business

- a) [Resolution 31-2016](#) A resolution approving the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority

Attachments:

[Resolution No. 31-2016](#)
[Chatfield Map.docx](#)
[2016 Chatfield Watershed IGA with Bylaws Exhibit](#)
[Res 1997-24 Chatfield Watershed IGA](#)
[2016 Chatfield Watershed IGA 5CCR 1002-73](#)
[Chatfield Watershed Authority Intergovernmental Agreement Historical and Cur](#)

8. Public Comment

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: Resolution 37-2016, **Version:** 1

Agenda Date: 08/02/2016

Subject:

A resolution approving a Police Recruit Training Agreement with the City of Lakewood to use the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy for recruit police officer training.

Presented By: Doug Stephens, Chief of Police
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POLICY QUESTION:

Does city council support an intergovernmental agreement (IGA) allowing the Littleton Police Department (LPD) to utilize the Combined Regional Academy for recruit police officer training?

BACKGROUND:

The LPD began sponsoring police officer recruits at the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy in 2010.

STAFF ANALYSIS:

The LPD has evaluated the staff, curriculum, and processes at the Combined Regional Academy. Staff believes it provides thorough, high- quality training to recruit police officers for a reasonable fee. The LPD would like to continue utilizing this program.

FISCAL IMPACTS:

The Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy provides 840 hours of training for a fee of \$5,000 per recruit. The number of training hours provided by the Combined Regional Academy is exceptionally higher (more than 100) than other similar academies. Additionally, it provides several certifications such as: Standard Field Sobriety Testing, Taser, firearms, driving, and arrest control, all of which are required of police officers. Since police recruits receive these required certifications while they attend the Combined Regional Academy, the LPD saves future costs for the initial certification/training process.

STAFF RECOMMENDATION:

Staff recommends that the resolution approving the IGA with the City of Lakewood on behalf of the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy be approved.

PROPOSED MOTION:

I move to approve the resolution approving the Police Recruit Training Agreement with the City of Lakewood to use the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy for recruit police officer training.

POLICE RECRUIT TRAINING AGREEMENT

This POLICE RECRUIT TRAINING AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between the City of Lakewood, a home rule municipal corporation of the State of Colorado whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), on behalf of itself and Jefferson County, Colorado (the "County"), and the City/Town of _____, a municipal corporation of the State of Colorado, with offices at _____, Colorado _____ ("Agency").

WITNESSETH:

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (the "Academy"); and

WHEREAS, Agency is desirous of having ([amount in words]) of its police recruits ("Recruits") attend the Academy; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide training of the Recruits at the Academy.
2. Term of Agreement. This Agreement shall have a term of six (6) months from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.
4. Payment. Agency shall pay to Lakewood, at the commencement of the Academy, **Five Thousand dollars (\$5,000)** for each Recruit to be trained at the Academy.
5. Termination. Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.
6. Independent Contractor Status. Lakewood, the County and Agency are all governmental entities (each, an "Entity"). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker's compensation insurance benefits and any other benefit. The Recruits are and shall

remain employees of Agency and as such are not eligible for any salary or benefits from Lakewood or the County.

7. Insurance.

- a. Agency shall continuously maintain statutory Worker's Compensation employer's liability coverage. Agency is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.
- b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Agency agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Agency, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective officers, employees and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever, which arise from any acts or omissions of any Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any Recruit, if such injury, loss or damage is or is claimed to be caused in whole or in part by the act, omission or other fault of any Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$350,000 per person, and \$990,000 per occurrence) or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties and their officers or employees.

9. General Provisions.

- a. Integration. This Agreement contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement may not be enlarged, modified altered or extended except in writing, signed by the parties and endorsed herein. This Agreement shall inure to the benefit of and be binding upon Lakewood and Agency and their successors and assigns.
- b. Assignment. This Agreement shall not be assigned by either party.
- c. Severability. If any part of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part held to be invalid.
- d. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Jefferson County, Colorado, and this transaction shall be governed by the laws of the State of Colorado.

- e. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Agency.
- f. Electronic Disposition. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF LAKEWOOD

Daniel J. McCaskey, Chief of Police

ATTEST:

Margy Greer, City Clerk

Approved as to form:

Janet Young, Deputy City Attorney

CITY/TOWN OF Littleton

_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO LEGAL FORM:

_____, City Attorney



Staff Communication

File #: Resolution 42-2016, **Version:** 1

Agenda Date: 8/02/2016

Subject:

Resolution approving a \$380,000 transfer of appropriations within the Capital Projects Fund from the Wayfinding projects to the East Dry Creek and South Broadway transportation improvement project and the County Line and Broadway traffic signal project.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support a resolution approving a \$380,000 transfer of appropriations within the Capital Projects Fund from the Wayfinding projects to the East Dry Creek transportation improvement project and the County Line and Broadway traffic signal project?

BACKGROUND:

There is \$488,000 encumbered from the 2015 adopted budget and \$675,000 from the 2016 adopted budgets for downtown, Dry Creek, and City Center Wayfinding projects (34-171-7890). Due to project changes and efficiencies, it's anticipated that only \$630,000 will be needed to complete these Wayfinding projects, leaving a remainder of \$533,000 unspent project funds for 2016.

The County Line and Broadway traffic signal project has been in progress since 2012. This is a safety improvement project supported by a federal grant via CDOT. The grant will cover 90% of the costs. Due to grant requirements, the city has issued a competitive bid, with a cost estimate of \$700,000, (gross costs with 90% reimbursement) and subject to council approval of the additional appropriations. There is \$250,000 encumbered from the 2015 adopted budget and \$250,000 from the 2016 budget (16-302-5330), leaving a shortfall of \$200,000 to complete the project.

The 2015 amended budget included \$920,000 for the East Dry Creek and South Broadway transportation improvement project partially funded by \$725,000 interfund loan from the Capital Projects Fund. In 2015, \$320,000 was spent on this project with \$600,000 encumbered to 2016, to complete the project. There is a current project shortfall of \$180,000 to complete the Dry Creek transportation improvements in 2016. The details of this project shortfall were recently discussed at the July 26th study session.

In addition, for transfers of appropriations, Charter Section 78 requires five council votes to affirm this action.

STAFF ANALYSIS:

Staff assessed these projects and possible funding from other city funds such as the Transportation Impact Fee Fund for the Dry Creek improvement project. Unfortunately, there is not sufficient funding from that funding source, leaving the Capital Projects Fund as the recommended funding source to supplement current resources in the Transportation Impact Fee Fund and the Grants Fund.

FISCAL IMPACTS:

The impact to the Capital Projects Fund is \$380,000 less in available funds. However, in 2016, there is \$600,000 in additional anticipated building use taxes to more than offset that shortfall.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the resolution approving a \$380,000 transfer of appropriations within the Capital Projects Fund from the Wayfinding projects to the East Dry Creek and South Broadway transportation improvement project and the County Line and Broadway traffic signal project.

44 APPROVED AS TO FORM:

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Kristin Schledorn

48 CITY ATTORNEY

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Staff Communication

File #: ID# 16-175, Version: 1

Agenda Date: 08/02/2016

Subject:

Certification of the July 19, 2016 regular meeting minutes

Presented By: Colleen L. Norton, Deputy City Clerk
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RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the July 19, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the recording secretary's certification, the July 19, 2016 video as the minutes for the July 19, 2016 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, July 19, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 6 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Clark

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Frank Atwood - Approval Voting

Kim Buckler - Records Request(s) / LPD

Isabel Lopez Medina - The Grove

Paula Quinney - The Grove

Stew Meagher - Thank You

Norman Stucker - Dismissal of city manager/search for new city manager

5. Consent Agenda Items

- a) Ordinance
10-2016 An ordinance on first reading authorizing five farm lease agreements for the Littleton/Englewood Wastewater Treatment Plant
Approved
- b) Resolution
34-2016 A resolution approving the amended 2016 Operating Plan and Budget for the Aspen Grove Business Improvement District
Approved
- d) Resolution
35-2016 A resolution authorizing the approval of an amendment to the 2015 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Prentice Avenue Sidewalk Project to extend the project completion date
Approved

- f) ID# 16-154 Motion to approve the request for proposals from executive search firms interested in recruiting a City Manager

Approved

- g) ID# 16-163 Certification of the July 5, 2016 regular meeting minutes

Approved

Approval of the Consent Agenda

Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to approve consent agenda items 5(a), (b), (d), (f), (g). The vote is 6-0. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Clark

Items Removed from the Consent Agenda

- c) ID# 16-157 Motion to change the start time of the August 2, 2016 City Council meeting

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve to change the start time of the August 2, 2016 to 8 p.m. The vote is 6-0. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Clark

- e) Resolution 39-2016 A resolution appointing an acting city manager and approving a contract

Council Member Hopping moved and Council Member Valdes seconded to approve the resolution appointing an acting city manager and approving a contract. The vote is 5-1, with Council Member Cernanec voting no. The motion carries.

Aye: 5 - Mayor Pro Tem Brinkman, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Cernanec

Absent: 1 - Council Member Clark

6. Ordinances for Second Reading and Public Hearing

- a) Ordinance 07-2016 An ordinance amending chapter 3 of title 4 and chapter 20 of title 3 of the city code concerning the regulation of signs

Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to approve on second reading the sign code. The vote is 6-0. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Clark

7. General Business

8. Public Comment

Isabel Lopez Medina - Mark Relph interview / City Manager
Robin Swartzbacker - Citizen Survey / Mineral Station Survey
Pam Chadbourne - Signage
Julia Dugan - Signage

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

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Staff Communication

File #: Ordinance 10-2016, **Version:** 2

Agenda Date: 08/02/2016

Subject:

An ordinance on second reading authorizing five farm lease agreements for the Littleton/Englewood Wastewater Treatment Plant

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support renewing five farm lease agreements for Littleton/Englewood Wastewater Treatment Plant (LEWWTP)?

BACKGROUND:

Biosolids are nutrient-rich, organic materials produced during the treatment of domestic wastewater. These materials, when treated and processed properly, are environmentally safe and recycled as an organic soil amendment or fertilizer, to improve farm soils and stimulate crop growth. Since 1982, the L/E WWTP has produced Class "B" biosolids which are used in an agricultural land application program (approximately 3,400 dry tons per year) for production of human consumable crops. This program was initiated in response to the increased cost and liability for landfill disposal of wastewater biosolids.

In 1995/96, L/E WWTP was granted approval by the Cities of Englewood and Littleton to purchase approximately 6,600 acres of dryland farm property (Byers farm) for the beneficial application of domestic wastewater biosolids generated by the facility. In 2007, an additional 1,270 acres was purchased for biosolids application (added to the Byers farm). In addition, the cities also own approximately 947 acres near Bennett, Co. (Bennett farm), which is also actively farmed. There are a total of five lease agreements with: Kent Beichle (Exhibit A), Clint A. Burnet (Exhibit B), Craig Farms General Partnership (Exhibit C), Gary Meier (Exhibit D) and Progressive Farms (Exhibit E).

STAFF ANALYSIS:

The initial land purchases included farming agreements with the previous owner, based on a 1/3 share of crop sale proceeds and 1/3 share of farming expenses (fertilizer, weed control, etc.) with L/E WWTP. In 2006, cash lease agreements were developed for \$8 per acre. With this arrangement, farming expenses are borne solely by the farmer and not shared with L/E WWTP. This results in reduced costs to the cities as well as a reliable revenue source for L/E WWTP.

In 2016, cash-lease prices were reviewed to assess if rates are commensurate with the farming industry. Research to find a Colorado database for private lease rates was inconclusive. However, the State of Colorado State Land Board (SLB) maintains a program where dry cropland rental rates for State Trust Land, are linked to commodity prices, crop yields and compared to private dry cropland rates. The most current SLB documentation indicates a cash rent rate of \$12.26/acre in Arapahoe County (most of the biosolids farms are in

Arapahoe County). An adjustment to the cash-lease rate from \$8 per acre to \$12 per acre is recommended for all lease arrangements, a rate that has been agreed to by all farmers. By using SLB as a basis for lease evaluation, it brings the cash-lease arrangements in line with State of Colorado recommendations. The L/E WWTP Supervisory Committee approved this new rate in October 2015.

FISCAL IMPACTS:

Approval of the farm lease renewal agreements will generate revenue of \$90,300, regardless of commodity/economy trends.

STAFF RECOMMENDATION:

Staff recommends approving farm lease renewal agreements for the Littleton/Englewood Wastewater Treatment Plant.

PROPOSED MOTION:

I move to approve on second reading the ordinance authorizing five farm lease agreements for the Littleton/Englewood Wastewater Treatment Plant.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 10

Series, 2016

INTRODUCED BY COUNCILMEMBERS: CERNANEC & BRINKMAN

**AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, AUTHORIZING FIVE FARM LEASE
AGREEMENTS FOR THE LITTLETON/ENGLEWOOD
WASTEWATER TREATMENT PLANT**

WHEREAS, the Cities of Littleton and Englewood jointly own properties near Byers, Colorado and Bennett, Colorado, which are used for the Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) Biosolids Management Program (Program);

WHEREAS, the Program uses dryland farm property for long-term applications of domestic wastewater biosolids generated by the L/E WWTP; and

WHEREAS, the five lease agreements are with Kent Beichle, Clint A. Burnet, Craig Farms General Partnership, Gary Meier and Progressive Farms, all of which desire to participate in the Program;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

Section 1: The City Council of the City of Littleton hereby authorizes the Farm Lease between Ken Beichle and the Cities of Littleton and Englewood, attached hereto as Exhibit A.

Section 2: The City Council of the City of Littleton hereby authorizes the Farm Lease between Clint A. Burnet and the Cities of Littleton and Englewood, attached hereto as Exhibit B.

Section 3: The City Council of the City of Littleton hereby authorizes the Farm Lease between Craig Farms General Partnership and the Cities of Littleton and Englewood, attached hereto as Exhibit C.

Section 4: The City Council of the City of Littleton hereby authorizes the Farm Lease between Gary Meier and the Cities of Littleton and Englewood, attached hereto as Exhibit D.

Section 5: The City Council of the City of Littleton hereby authorizes the Farm Lease between Progressive Farms and the Cities of Littleton and Englewood, attached hereto as Exhibit E.

Section 6: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 7: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 19th day of July, 2016, passed on first reading by a vote of 6 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 2nd day of August, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of
FOR and _____ AGAINST on the 2nd day of August, 2016 and ordered published by posting at
Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

Exhibit "A"

FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as "Lessor"), and **Kent Beichle**, (referred to hereinafter as "Lessee"). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

That tract of land described as the W½ and the W½ of the E½ of Section 25, all in Township 5 South; Range 63 West of the 6th P.M., containing 476 acres, more or less,

Together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2016, and ending on December 31, 2020, at the rent of \$12.00 (twelve dollars) per acre per year on farmable acres on the Leased Property, (476 acres) for a total annual lease payment of \$5,712.00.
2. The lease payment is to be made payable to the order of: Littleton/Englewood WWTP

And delivered to:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

By December 31 (following the harvest) of each year that this lease is in effect.

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.
4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.
5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.
6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP, the Lessee shall forfeit all the rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.
8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.
9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have all small grain harvested and threshed by October 1 of each year; and if not harvested and threshed as stated, the Lessor may proceed to do so after ten (10) days' notice to the Lessee, and take enough of the Lessee's grain to pay expense of such harvesting or threshing.
10. Lessee shall accept the fences upon said Leased Property as they now are now existing.
11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, without further notice of any kind, quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.
12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.
13. Lessee shall cultivate around any structures or facilities on the Leased Property.
14. The Lessor reserves the right to cancel the lease during its term for any of the following reasons: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming in a manner that constitutes good farming practices; (c) if the Lessor determines that it will no longer utilize the Leased Property for the production of crops.
15. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

16. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation, it must do so in writing, on or before October 1 prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

17. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property, and if it becomes necessary for the Lessor to bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

18. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

19. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder.

20. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

TO LESSEE:

Kent Beichle
7475 South County Road 145
Bennett, CO 8010

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date first above written.

(Signatures follow on separate pages)

LESSOR:

CITY OF ENGLEWOOD

By:

Date:

CITY OF LITTLETON

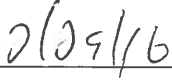
By:

Date:

LESSEE:



By: Kent Beichle



Date:

FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as "Lessor"), and **Clint A. Burnet**, (referred to hereinafter as "Lessee"). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

That tract of land described as the S½ of Section 23, except the W 40 feet deeded in Book 636 at Page 9, and the SW¼ of Section 24, all in Township 5 South; Range 63 West of the 6th P.M., containing 471 acres, more or less,

Together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2016, and ending on December 31, 2020, at the rent of \$12.00 (twelve dollars) per acre per year on farmable acres on the Leased Property, (471 acres) for a total annual lease payment of \$5,652.00.
2. The lease payment is to be made payable to the order of: Littleton/Englewood WWTP

And delivered to:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

By December 31 (following the harvest) of each year that this lease is in effect.

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.
4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.
5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.
6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the

express written consent of the Supervisory Committee of the Littleton/Englewood WWTP, the Lessee shall forfeit all the rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.

9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have all small grain harvested and threshed by October 1 of each year; and if not harvested and threshed as stated, the Lessor may proceed to do so after ten (10) days' notice to the Lessee, and take enough of the Lessee's grain to pay expense of such harvesting or threshing.

10. Lessee shall accept the fences upon said Leased Property as they now are now existing.

11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, without further notice of any kind, quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.

13. Lessee shall cultivate around any structures or facilities on the Leased Property.

14. The Lessor reserves the right to cancel the lease during its term for any of the following reasons: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming in a manner that constitutes good farming practices; (c) if the Lessor determines that it will no longer utilize the Leased Property for the production of crops.

15. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

16. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation, it must do so in writing, on or before October 1 prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

17. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property, and if it becomes necessary for the Lessor to bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

18. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

19. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder.

20. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

TO LESSEE:

Clint A. Burnet
50555 East County Road 30
Bennett, CO 80102

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date first above written.

(Signatures follow on separate pages)

LESSOR:

CITY OF ENGLEWOOD

By:

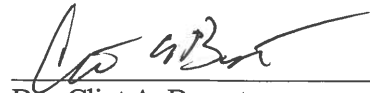
Date:

CITY OF LITTLETON

By:

Date:

LESSEE:



By: Clint A. Burnet

3-6-16

Date:

Exhibit "C"

FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as "Lessor"), and **Craig Farms General Partnership**, (referred to hereinafter as "Lessee"). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

The E½ of Section 32, Township 3 South, Range 57 West of the 6th P.M. consisting of approximately 320 acres, more or less,

Together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2016, and ending on December 31, 2020, at the rent of \$12.00 (twelve dollars) per acre per year on farmable acres on the Leased Property, (320 acres) for a total annual lease payment of \$3,840.00.
2. The lease payment is to be made payable to the order of: Littleton/Englewood WWTP

And delivered to:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

By December 31 (following the harvest) of each year that this lease is in effect.

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.
4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.
5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.
6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP, the Lessee shall forfeit all the rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.

9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have all small grain harvested and threshed by October 1 of each year; and if not harvested and threshed as stated, the Lessor may proceed to do so after ten (10) days' notice to the Lessee, and take enough of the Lessee's grain to pay expense of such harvesting or threshing.

10. Lessee shall accept the fences upon said Leased Property as they now are now existing.

11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, without further notice of any kind, quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.

13. Lessee shall cultivate around any structures or facilities on the Leased Property.

14. The Lessor reserves the right to cancel the lease during its term for any of the following reasons: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming in a manner that constitutes good farming practices; (c) if the Lessor determines that it will no longer utilize the Leased Property for the production of crops.

15. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

16. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation, it must do so in writing, on or before October 1 prior to the anniversary date hereof, in which event this lease shall be terminated

effective on the anniversary date and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

17. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property, and if it becomes necessary for the Lessor to bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

18. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

19. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder.

20. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

TO LESSEE:

Craig Farms General Partnership, C/o Jerry Craig
77201 U.S. Highway 36
Byers, CO 80103

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date first above written.

(Signatures follow on separate pages)

LESSOR:

CITY OF ENGLEWOOD

By:

Date:

CITY OF LITTLETON

By:

Date:

LESSEE:

CRAIG FARMS GENERAL PARTNERSHIP


By: Jerry J. Craig, Managing Partner


Date:

Exhibit "D"
FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as "Lessor"), and **Gary and Nancy Meier and Jason Meier**, (referred to hereinafter as "Lessee"). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

[See Exhibit A attached hereto and made a part hereof]

Together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2016, and ending on December 31, 2020:

- At the rent of \$12.00 (twelve dollars) per acre per year on farmable acres on the Leased Property, (792.6 acres) for \$9511.20
- At the rent of \$8.00 (eight dollars) per acre on grazing acres on the Leased Property (478 acres) for \$3,824.00
- For a total annual lease payment of \$13,335.20.

2. The lease payment is to be made payable to the order of: Littleton/Englewood WWTP

And delivered to:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

By December 31 (following the harvest) of each year that this lease is in effect.

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.

4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.

5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.

6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP, the Lessee shall forfeit all the rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.

9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have all small grain harvested and threshed by October 1 of each year; and if not harvested and threshed as stated, the Lessor may proceed to do so after ten (10) days' notice to the Lessee, and take enough of the Lessee's grain to pay expense of such harvesting or threshing.

10. Lessee shall accept the fences upon said Leased Property as they now are now existing.

11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, without further notice of any kind, quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.

13. Lessee shall cultivate around any structures or facilities on the Leased Property.

14. The Lessor reserves the right to cancel the lease during its term for any of the following reasons: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming in a manner that constitutes good farming practices; (c) if the Lessor determines that it will no longer utilize the Leased Property for the production of crops.

15. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such

repairs, additions, or improvements as Lessor may deem necessary.

16. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation, it must do so in writing, on or before October 1 prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

17. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property, and if it becomes necessary for the Lessor to bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

18. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

19. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder.

20. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

TO LESSEES:

Gary and Nancy Meier
3265 SCR 185
Byers, CO 80103

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be in effect as of the date first above written.

(Signatures follow on separate pages)

LESSOR:

CITY OF ENGLEWOOD

By:

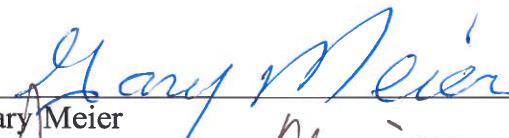
Date:

CITY OF LITTLETON

By:

Date:

LESSEES:


By: Gary Meier


By: Nancy Meier


By: Jason Meier

Date:

Exhibit A

LEGAL DESCRIPTION

Parcel I:

The East ½ of Section 33, Township 3 South, Range 57 West of the 6th P.M., County of Adams, State of Colorado.

Parcel II:

The West ½ of Section 8, Township 4 South, Range 57 West of the 6th P.M., EXCEPT the West 40 feet for county road purposes as described in Quit Claim Deed recorded September 8, 1948, in Book 618, at Page 121, County of Arapahoe, State of Colorado.

Parcel III:

Section 17, Township 4 South, Range 57 West of the 6th P.M., EXCEPT the West 40 feet and the South 40 feet thereof as described in Quit Claim Deed recorded September 8, 1948, in Book 618, Page 128, County of Arapahoe, State of Colorado.

Exhibit "E"

FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as "Lessor"), and **Progressive Farms**, (referred to hereinafter as "Lessee"). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

[See Exhibit A attached hereto and made a part hereof]

Together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2016, and ending on December 31, 2020, at the rent of \$12.00 (twelve dollars) per acre per year on farmable acres on the Leased Property, (4,993 acres) for a total annual lease payment of \$59,916.00.
2. The lease payment is to be made payable to the order of: Littleton/Englewood WWTP

And delivered to:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

By December 31 (following the harvest) of each year that this lease is in effect.

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.
4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.
5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.
6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of the Littleton/Englewood WWTP, the Lessee shall forfeit all the rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.

9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have all small grain harvested and threshed by October 1 of each year; and if not harvested and threshed as stated, the Lessor may proceed to do so after ten (10) days' notice to the Lessee, and take enough of the Lessee's grain to pay expense of such harvesting or threshing.

10. Lessee shall accept the fences upon said Leased Property as they now are now existing.

11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, without further notice of any kind, quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.

13. Lessee shall cultivate around any structures or facilities on the Leased Property.

14. The Lessor reserves the right to cancel the lease during its term for any of the following reasons: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming in a manner that constitutes good farming practices; (c) if the Lessor determines that it will no longer utilize the Leased Property for the production of crops.

15. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

16. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation, it must do so in writing, on or before October 1 prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

17. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property, and if it becomes necessary for the Lessor to bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

18. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

19. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder.

20. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Littleton/Englewood WWTP
C/o Treatment Division Manager
2900 South Platte River Drive
Englewood, CO 80110

TO LESSEE:

Progressive Farms, C/o Mark Linnebur
800 U.S. Highway 36
Byers, CO 80103

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be in effect as of the date first above written.

(Signatures follow on separate pages)

LESSOR:

CITY OF ENGLEWOOD

By:

Date:

CITY OF LITTLETON

By:

Date:

LESSEE:

PROGRESSIVE FARMS



By: Mark Linnebur, Managing Partner



Date:

Exhibit A

Parcel I:

The West one-half of Section 28, all of Section 29, the West one-half of Section 32, except that part of said Section 32 conveyed to Adams County by Instrument recorded in Book 244 at Page 586, West one-half of Section 33, all in Township 3 South Range 57 West of the 6th Principal Meridian, County of Adams, State of Colorado.

Parcel II:

The West one-half of Section 4, all of Section 5, Township 4 South, Range 57 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado.

Parcel III:

The South one-half of the Southeast quarter of Section 20; all of Section 21, except the North 40 feet; the North one-half of Section 28; all of Section 29, except the East 40 feet; all in Township 4 South, Range 57 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado.

Parcel IV:

All of Section 18, except the East 40 feet; the North one-half of Section 19, except the East 40 feet; the North one-half, except the West 40 feet; the Southwest quarter, except the West 40 feet; the North one-half of the Southeast quarter of Section 20; all in Township 4 South, Range 57 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado.

**STATE OF COLORADO
BOARD OF LAND COMMISSIONERS
AGENDA: April 4, 2013**

 X ACTION INFORMATION OLD BUSINESS TABLED FROM:

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TOPIC:Dry Cropland Rates

COUNTY:Statewide

PROJECT MANAGER:Matt Pollart

=====

SUMMARY STATEMENT:

State Land Board dry cropland rental rates are currently determined using a formula approved by the Board in 2004. The 2004 formula provided no mechanism for lease rates to keep pace with private lease rates or adjust for commodity prices. Staff recommends that the formula be linked to commodity prices and set State Land Board lease rates similar to comparable private dry cropland rates.

BACKGROUND INFORMATION/REMARKS:

The State Land Board manages 85,750 acres of dry cropland through 268 individual leases. These lands generate approximately \$1.5 million in annual revenue. There are 233 leases set at our “standard rate” for dry cropland. These leases average \$14.13 per acre. There are 35 leases that have higher rates as a result of competitive bidding processes. These leases have an average lease rate of \$32.20 per acre. The average rental rate for all dry cropland leases in 2011 was \$17.08 per acre.

The State Land Board’s standard dry cropland formula “converts” crop share agreements to a cash rent. Traditionally, rental agreements on privately-owned farmland are based on crop share agreements. In a crop share agreement, the landowner receives a share of the proceeds of the crop as rent, sharing risk and reward. The prevailing private practice for many years was to split the crop at 2/3 to the tenant and 1/3 to the landowner with the tenant bearing all production costs. More recently, as production costs have risen, private agreements have tended to require the landowner to contribute to 1/3 of the fertilizer and chemical costs as well. This led to some crop share agreements to split at 3/4 tenant and 1/4 landlord where tenant again bears all cost of production costs.

The State Land Board’s standard dry cropland formula converts crop share lease rates to cash rent as follows:

Price of wheat (\$ 3.92 per bushel)

x **Yield** (bushels per acre) = gross revenue per acre

x **25%** = landowner share

x **50%** = based on the assumption that the land will remain fallow every other year

= **State Land Board rent per acre**

When applied appropriately, this formula accurately captures the revenue potential of the individual parcel of cropland. The following example applies the formula to a parcel of land in Weld County.

$$\begin{aligned} & \$3.92 \text{ per bu. (price)} \\ & \times 26.45 \text{ bu. (Weld County avg. yield)} = \$103.68 \text{ per acre (gross revenue)} \\ & \times 25\% \text{ (crop share to SLB)} = \$25.92 \text{ per acre} \\ & \times 50\% \text{ (assumes the land will remain fallow every other year)} \\ & = \$12.96 \text{ per acre} \end{aligned}$$

Crop Rotation

Some producers only fallow dry cropland one out of three years instead of the more traditional practice of fallowing the land every other year. If this were the prevailing practice on state trust land, the Board could justify a 66% adjustment as opposed to the proposed 50% adjustment.

Staff consulted with CSU experts who estimated that as much 1/3 of dry cropland in the state is farmed under this system. However, the District Managers reported that a 3-year rotation is not the prevailing practice on state trust lands. Based on these findings, staff recommends that the dry cropland lease calculation continue to be based on the assumption that the land will remain fallow every other year. Staff will continue to monitor the use of a three year rotation and inform the Board if the formula should be adjusted in the future.

Wheat Prices

When the Board approved the dry cropland rates in 2004, they adopted a fixed value for the price of wheat (\$3.92 per bushel), rather than a variable price. At the time, \$3.92 per bushel was the “price guarantee” for the federal farm program. This meant that, even if the market price were lower, producers would receive \$3.92 per bushel for their crop. However, the policy did not consider the prospect that the price of wheat would exceed that figure.

As shown in the table below, the average price of wheat exceeded the \$3.92 per bushel value every year since 2004 and is at \$7.19 per bushel. This fact led staff to recommend an update to the dry cropland policy.

YEAR	Average price of Wheat (as reported by NASS)(CO)
2012	\$7.19 /bushel.
2011	\$6.60/bushel
2010	\$5.54/bushel
2009	\$4.57/bushel
2008	\$6.62/bushel
2007	\$6.01/bushel
2006	\$4.54/bushel
2005	\$3.43/bushel
2004	\$3.25/bushel

In January 2012, staff convened an industry panel to solicit input and discuss possible changes to dry cropland rates. The panel included representatives from the Colorado Wheat Growers Association, CSU Extension staff, Colorado Farm Bureau, USDA Statistics Service, an Agricultural lender, and SLB lessees. The general consensus of the group was that State Land Board rates were low.

The group recommended that the current formula be retained using a 10-year Olympic average for the price of wheat (10-year average, dropping the highest and lowest year). This serves to stabilize rents from year to year and account for volatility in the market due to drought, etc. The group also recommended using the actual farm yield when possible rather than county averages. This would allow the State Land Board to capture additional revenue from trust land that is of higher quality and has proven yields in excess of the county average.

Based on the panel's recommendation, the 10-year Olympic average price of wheat would be \$5.08 per bushel or a 35% increase in the State Land Board's dry cropland lease rates. Staff also considered the use of a 5-year standard average price of wheat because this would capture most recent wheat price trends and yet still smooth out year-to-year price volatility. The 5-year average would be \$6.10 per bushel or a 68% increase. Despite the larger increase, staff believes the 5-year average price is the most fair to both the producer and the State Land Board.

National Agriculture Statistics Service Survey

The USDA's National Agriculture Statistics Service (NASS) conducts an annual survey of private lease rates on dry cropland for the Farm Service Agency (FSA). These survey results are used to calculate rental rates that FSA pays farmers to enroll their land in the Conservation Reserve Program (CRP). The table below illustrates how the proposed State Land Board rates compare with the NASS survey on an individual county basis. The average rate found by the NASS survey, while slightly higher, is within 6 % of the average rate achieved by the proposed formula.

Proposed State Land Board Dry Cropland Rate Compared to 2012 NASS Rental Rate Survey

County	10-Year Average Yield (bushels)	Current SLB Lease Rate (per acre)	Proposed SLB Lease Rate (per acre)	Percentage Increase	2012 NASS Rental Rate Survey
Adams	28.30	\$13.69	\$22.22	62.31%	\$18.00
Arapahoe	25.80	\$12.26	\$20.26	65.25%	\$22.50
Baca	25.05	\$10.85	\$21.30	96.31%	\$25.00
Bent	25.75	\$11.37	\$20.22	77.84%	\$26.50
Cheyenne	26.85	\$11.74	\$21.08	79.56%	\$17.50
Douglas	28.45	\$14.04	\$22.34	59.12%	\$14.00
El Paso	22.90	\$11.06	\$17.98	62.57%	\$17.50
Elbert	27.05	\$13.16	\$21.24	61.4%	\$17.50
Kiowa	29.45	\$12.10	\$23.12	91.07%	\$21.00
Kit Carson	28.00	\$14.04	\$21.98	56.55%	\$34.00
Larimer	27.30	\$14.75	\$21.44	45.36%	\$24.50
Lincoln	32.45	\$14.19	\$25.48	79.56%	\$22.00
Logan	30.25	\$13.67	\$23.75	73.74%	\$20.00
Moffat	22.75	\$11.39	\$17.86	56.8%	\$20.50
Morgan	30.40	\$14.41	\$23.87	65.65%	\$22.50
Phillips	34.60	\$15.66	\$27.17	73.50%	\$37.00
Prowers	26.55	\$12.60	\$20.85	65.48%	\$28.00
Routt	25.20	\$12.30	\$19.79	60.89%	\$15.50
Sedgwick	34.95	\$15.75	\$27.44	74.22%	\$29.00
Washington	28.10	\$13.67	\$22.06	61.38%	\$23.00
Weld	26.50	\$12.96	\$20.81	60.57%	\$26.50
Yuma	32.65	\$16.00	\$25.64	60.25%	\$35.50
Average Rate (per acre)	NA	\$13.26	\$22.18	NA	\$23.52

CSU Extension Survey

The CSU Extension publishes an annual report titled “Custom Rates on Colorado Farms and Ranches”(attached). This publication includes a report on cash rental rates for dry cropland. While this survey does not have the same level of detail as the NASS report, it appears to support the proposed State Land Board dry cropland rate structure.

RECOMMENDATION:

Staff recommends the Board adopt the following changes to the existing formula for setting dry crop land lease rates on state trust land:

1. Utilize actual farm yields (rather than county averages) when available from the lessee’s crop insurance carrier.
2. Utilize the National Agricultural Statistics Service 5-year average wheat price.
3. Rates would be adjusted annually on July 1st

The resulting formula will be as follows:

Price of wheat (5 year average as reported by NASS)

x **Yield for the farm** (bushels per acre) = gross revenue per acre

x **25%** = landowner share

x **50%** = based on the assumption that the land will be fallowed every other year

= **State Land Board rent per acre**

Due to the fact that some lease rates will increase by as much as 96%, staff recommends the Board implement the initial increase over a two-year period.

Restrictions for the Harvesting of Crops and Turf, Grazing of Animals, and Public Access on Sites Where Class “B” Biosolids Are Applied

Restrictions for the harvesting of crops* and turf:

1. Food crops, feed crops, and fiber crops, whose edible parts do not touch the surface of the soil shall not be harvested until *30 days* after biosolids application.
2. Food crops with harvested parts that touch the biosolids/soil mixture and are totally above ground shall not be harvested until *14 months* after application of biosolids.
3. Food crops with harvested parts below the land surface where biosolids remain on the land surface for 4 months or longer prior to incorporation into the soil shall not be harvested until *20 months* after biosolids application.
4. Food crops with harvested parts below the land surface where biosolids remain on the land surface for less than 4 months prior to incorporation shall not be harvested until *38 months* after biosolids application.
5. Turf grown on land where biosolids are applied shall not be harvested until *1 year* after application of the biosolids when the harvested turf is placed on either land with a high potential for public exposure or a lawn, unless otherwise specified by the permitting authority.

Restriction for the grazing of animals:

1. Animals shall not be grazed on land until *30 days* after application of biosolids to the land.

Restrictions for public contact:

1. Access to land with a high potential for public exposure, such as a park or ballfield, is restricted for *1 year* after biosolids application. Examples of restricted access include posting with no trespassing signs, and fencing.
2. Access to land with a low potential for public exposure (e.g., private farmland) is restricted for *30 days* after biosolids application. An example of restricted access is remoteness.



**Examples of crops impacted by Class “B” pathogen requirements are listed in Figure 2-5.*



Figure 2-5
Examples of Crops Impacted by Site Restrictions for Class B Biosolids

Harvested Parts That:		
Usually Do Not Touch the Soils/Biosolids Mixture (30 Day Restriction)	Usually Touch the Soils/Biosolids Mixture (14 month restriction)	Are Grown Below the Soils/Biosolids Mixture (20-38 month restriction)
Peaches Apples Oranges Grapefruit Corn Wheat Oats Barley Cotton Soybeans	Melons Strawberries Eggplant Squash Tomatoes Cucumbers Celery Cabbage Lettuce	Potatoes Yams Sweet potatoes Rutabaga Peanuts Onions Leeks Radishes Turnips Beets

[Frequently Asked Questions and Information About Biosolids](#)



For More Information

If you have questions or concerns, or just want to provide comments, please contact us directly.

Littleton/Englewood Wastewater Treatment Plant

Phone: 303.762.2600

Emergencies: 303.435.4763

Office hours: 7:30 a.m. to 4:30 p.m. M-F

Or visit us on the web: www.lewwtp.org



Staff Communication

File #: Resolution 31-2016, **Version:** 2

Agenda Date: 08/02/2016

Subject:

A resolution approving the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support approving the intergovernmental agreement of the Chatfield Watershed Authority?

BACKGROUND:

The Chatfield Watershed Authority was established in 1993 by an agreement that expired December 31, 1996. It was replaced by the Agreement for Continuation of the Watershed Authority, dated March 26, 1997.

The Chatfield Watershed Authority is a group of cities, towns, counties, special districts and private industries, which collectively serve as the management agency for the area, which is tributary to Chatfield Reservoir. The Authority was responsible for carrying out the Chatfield Reservoir Control Regulation adopted by the Water Quality Control Commission of the State of Colorado. This regulation sets and enforces water quality standards for Chatfield Reservoir, the South Platte River and Plum Creek.

When the city annexed the Chatfield Green property (TrailMark), it assumed jurisdiction for a small part of the watershed that drains to Chatfield Reservoir. Considering the potential water quality impacts to the reservoir when Chatfield Green developed, the city joined the Chatfield Basin Authority. When the Chatfield Control Regulation was amended by the State in 1996, the Chatfield Basin Authority was renamed the Chatfield Watershed Authority.

Approving the amended and restated intergovernmental agreement, which includes amended by-laws as an attachment, will allow the City of Littleton to remain a member of the Chatfield Watershed Authority. Members of the Chatfield Watershed Authority are: Douglas County, Jefferson County, Town of Castle Rock, Town of Larkspur, Castle Pines Metropolitan District, Centennial Water and Sanitation District, Dominion Water and Sanitation District, Louviers Water and Sanitation District, Perry Park Water and Sanitation District, Roxborough Water and Sanitation District, the City and County of Denver through its Board of Water Commissioners, and the Plum Creek Water Reclamation Authority.

STAFF ANALYSIS:

It is important the city participate in the Chatfield Watershed Authority for a coordinated, regional approach to the watershed management as it best protects the interests of all affected parties while also protecting water quality.

At the June 7, council meeting, Council member Clark had asked for a clarification as to whether or not “point source” (e.g. waste water treatment plants) was a new responsibility being added to the proposed IGA. “Nonpoint source” (e.g. storm water runoff) was clearly identified as a responsibility of review in the 1997 IGA and is reflected in the proposed 2016 resolution. The 2016 IGA does include the addition of “point source”. This issue was referred back to the Director of the Authority and to the city’s special legal counsel, Fischer, Brown Bartlett & Gunn, for clarification.

Attached is a table provided by the Authority summarizing the major issues and any differences between the 1997 IGA (as amended over time) and the 2016 documents. This document states that “point source” is currently included as part of the Authority’s responsibilities and is proposed for the 2016 IGA with no changes. Special counsel has reviewed the information and concurs with the conclusion.

It is staff’s conclusion as well as special legal counsel, the inclusion of “point source” does not grant any special review or authority over the Littleton/Englewood waste water treatment plant. The Authority’s responsibility is limited within their designated boundary, also attached.

FISCAL IMPACTS:

The City of Littleton’s annual cost to participate in the Chatfield Watershed Authority is \$2,000. This is a flat fee considering the assessed valuation of the percentage of land in the watershed within Littleton’s jurisdiction.

STAFF RECOMMENDATION:

Staff recommends approving the amended and restated intergovernmental agreement.

PROPOSED MOTION:

I move to approve the resolution approving the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority.

of the Chatfield Watershed Authority;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

The Amended and Restated Intergovernmental Agreement with the amended by-laws establishing the Chatfield Watershed Authority, between the City of Littleton, Douglas County, Jefferson County, Town of Castle Rock, Town of Larkspur, Castle Pines Metropolitan District, Centennial Water and Sanitation District, Dominion Water and Sanitation District, Louviers Water and Sanitation District, Perry Park Water and Sanitation District, Roxborough Water and Sanitation District, City and County of Denver Acting by and through its Board of Water Commissioners and the Plum Creek Water Reclamation Authority is hereby approved.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
City Council of the City of Littleton, Colorado, on the 2nd day of August, 2016, at 8:00 p.m. at
the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY



**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
ESTABLISHING the CHATFIELD WATERSHED AUTHORITY**

_____, 2016

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING the CHATFIELD WATERSHED AUTHORITY (the “**Agreement**”) is entered into as of the ____ day of _____, 2016, by and between Douglas County, a political subdivision of the State of Colorado; Jefferson County, a political subdivision of the State of Colorado; the City of Littleton, a home rule municipality and political subdivision of the State of Colorado; the Town of Castle Rock, a home rule municipality and political subdivision of the State of Colorado; the Town of Larkspur, a home rule municipality and political subdivision of the State of Colorado; Castle Pines Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado; Centennial Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Dominion Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Louviers Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Perry Park Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado; the City and County of Denver, acting by and through its Board of Water Commissioners, a municipal corporation of the State of Colorado; and the Plum Creek Water Reclamation Authority, a political subdivision of the State of Colorado (hereinafter singularly as a “**Member**” and collectively as the “**Members**”).

RECITALS

WHEREAS, the Chatfield Watershed Authority was first established in 1993 by an agreement that expired on December 31, 1996 and was subsequently replaced by the Agreement for Continuation of the Watershed Authority, dated March 26, 1997; and

WHEREAS, the Members by prior agreement set forth their goals and objectives in implementing the Chatfield Reservoir Control Regulation heretofore adopted by and amended by the Water Quality Control Commission of the State of Colorado, 5 CCR 1002-73; and

WHEREAS, the Members additionally desire to establish an entity to provide for a regional, coordinated approach to phosphorous and other nonpoint source pollution control in the Chatfield Watershed, including but not limited to providing for the construction, operation, and maintenance of nonpoint control projects, water quality monitoring, and urban runoff and erosion management and control; and

WHEREAS, the Members have determined that the most effective way to continue pursuit of such goals and objectives is to allow the Authority to continue as the designated water quality management agency for the Chatfield Watershed while allowing for the Authority to exercise other powers to implement its purpose and goals; and

WHEREAS, the Members have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Sections 29-1-203 and 29-1-204.2, C.R.S., to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each and to establish a separate governmental entity as a water resource authority; and

WHEREAS, the Members are authorized to own and operate water systems or facilities pursuant to Section 30-20-402(1), C.R.S. (concerning the Members representing counties); Section 31-35-402(1), C.R.S. (concerning the Members representing municipalities), Section 32-1-103(24), C.R.S. (concerning the Members representing water and sanitation districts); and Section 32-1-103(10), C.R.S. (concerning the Members representing metropolitan districts), and as such, may establish an entity as a water resource authority; and

WHEREAS, the Members desire to reestablish the Authority as the successor entity to the Authority as previously organized and as a water resource authority pursuant to Section 29-1-204.2; and

WHEREAS, pursuant to Section 29-1-204.2(8), C.R.S., such a successor entity assumes the same functions, services, systems or facilities and is entitled to all rights and privileges, and assumes all obligations and liabilities of the Authority as previously organized; and

WHEREAS, by the continuation and reorganization of the Authority, the Members wish to continue an agenda for the implementation of the goals and objectives of the Authority as a separate governmental entity through which the Members may prudently plan, provide for, manage, and operate programs, facilities, and structures to address water quality and water quality improvements related to and affecting the Chatfield Watershed.

NOW, THEREFORE, in consideration of the mutual promises and benefits of this Agreement, including but not limited to continuing local control and oversight over water resources, systems, facilities, and related water quality and drainage programs, the Authority, consisting of the undersigned signatories, is hereby continued and reestablished pursuant to Section 29-1-204.2, C.R.S., incorporating all of its prior authority, duties, and responsibilities, and pursuant thereto, the Members hereby covenant and agree as follows:

ARTICLE I

NAME AND PURPOSE

1. **Establishment of Water Resource Authority.** The Members hereby create and establish a water resource authority known as the “Chatfield Watershed Authority” (hereinafter, the “**Authority**”), pursuant to Sections 29-1-203 and 29-1-204.2, C.R.S to carry out, and only carry out, the provision of this Agreement and to advance the purposes and goals of the Authority as set forth in Article I, Section 2 below. The Authority shall be a successor entity to the Chatfield Watershed Authority as previously organized, shall assume the same functions, services, systems or facilities and shall be entitled to all rights and privileges, and shall assume all obligations and liabilities of such former organization. The Authority shall be a separate governmental entity and political subdivision and public corporation of the State of Colorado, separate from the parties to this Agreement, and shall have the duties, privileges, immunities,

rights, liabilities, and disabilities of a public body politic and corporate. The provisions of articles 10.5 and 47 of title 11, C.R.S. shall apply to moneys of the Authority.

2. **Purpose.** The purpose of the Authority is to provide for and promote a regional, coordinated approach for the provision of water quality improvements and the protection of water quality in the Chatfield Watershed for recreation, fisheries, drinking water supplies, other beneficial uses, and for the public benefit of the Members of the Authority, their inhabitants, and the People of the State of Colorado, as deemed appropriate by the Board of Directors of the Authority, and may include but is not limited to: providing for the construction, operation, and maintenance of point and nonpoint source control projects; monitoring of the Chatfield Reservoir, South Platter River below Strontia Springs Reservoir, and Plum Creek and the water flowing into them; recommending water quality standards therefor; continuing to implement Colorado Water Quality Control Commission Chatfield Reservoir Control Regulations, 5 CCR 1002-73; and coordinating with state and federal agencies regarding water quality control measures.

ARTICLE II **MEMBERSHIP**

1. **Membership.** The Members of the Authority shall consist of Permanent General Jurisdiction Members; Water and Sanitation District (“**W&S**”) Members; Water Providers, other Municipalities and Metropolitan Districts (collectively the “**Other Members**”), and such other Members as may join the Authority from time to time, as set forth herein and in a set of duly approved bylaws of the Authority (the “**Bylaws**”).

2. **Additional Members.** Membership in the Authority will be initially limited to the signatory Members to this Agreement, which comprise the Permanent General Jurisdiction Members, the W&S Members, and the Other Members as set forth in the Bylaws. Other parties, who will be called the Ex-Officio Participants, will be provided an opportunity participate in the Authority as set forth in the Bylaws without executing this Agreement or any amendment thereto. Ex-Officio Participants are not Members. Additional parties may be allowed to join the Authority as Permanent General Jurisdiction Members, W&S Members, or Other Members, by executing an amendment to this Agreement, subject to approval by two-thirds (2/3) of the then-existing Members of the Authority. Such amendment may contain reasonable terms and conditions requiring such party to reimburse the then-existing Members for a reasonable share of all expenses previously incurred and expended by such Members and to assume a fair and equitable share of the outstanding liabilities of the Authority, and will require the payment of such other sums to the Authority as may be provided in the amendment. The amendment will specify the rights, powers, duties, and obligations of any new Member.

3. **Withdrawal.** Any Member may withdraw from the Authority by giving one hundred twenty (120) days written notice to the Secretary of the Authority of its intent to withdraw. Such withdrawing Member shall pay all of its obligations arising hereunder or pursuant to the Bylaws until the effective date of its withdrawal; provided, however, that if a Member determines to withdraw from the Authority after October 31 of the then-current calendar year, the withdrawing Member shall be required to pay the full amount of the Member’s

annual dues for the ensuing year. As of the effective date of withdrawal, the withdrawing Member shall lose all rights and benefits under this Agreement, which rights and benefits shall be reassigned by action of the Authority. A withdrawing Member shall have no obligation, financial or otherwise, to the Authority following the effective date of its withdrawal, except as otherwise provided herein and except that if such withdrawing Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Authority that cannot be completed by the effective date of withdrawal, such withdrawing Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged.

Should any Member of the Authority fail to pay funds to satisfy its annual dues assessment prior to April 1 of any year for which such dues are authorized and remit such payment to the Authority prior to April 1 of the same year, the failure shall be deemed a default, the Authority may exercise its rights to recover unpaid dues, and all rights and benefits previously accorded to such Member shall be suspended. The Authority will issue a written notice of default to the Member. If the default is not cured by May 1 of that year, the membership of the Member may be terminated at the discretion of the Authority, and the Authority shall be entitled to sue to recover the unpaid dues assessment. A terminated Member shall have no obligation, financial or otherwise, to the Authority, except as otherwise provided herein and except that if such terminated Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Authority that cannot be completed by the effective date of termination, such terminated Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged. If the defaulting Member does not withdraw or if the defaulting Member is not terminated, the Member shall continue to be charged an annual dues assessment until such time as withdrawal is effective, and at such time, the withdrawing Member shall be required to pay in full all past due obligations to the Authority.

ARTICLE III **GOVERNING BODY**

1. **Governing Body.** There is hereby established a Board of Directors in which all of the power of the Authority shall be vested. The Board of Directors (the “**Board**”) shall be governed by the Bylaws and shall be comprised of representatives of such Members of the Authority as set forth in the Bylaws.

2. **Powers.** Except as otherwise provided herein, the Authority, acting by and through the Board, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Authority as of the Effective Date until such time as the Bylaws are amended as provided therein.

3. **Voting.** The Members of the Authority shall be entitled to vote for Board Members in accordance with the Bylaws. The voting requirements for action by the Board shall also be as set forth in the Bylaws.

4. **Compensation.** Members of the Board of Directors shall not receive compensation from the Authority for their services. The Board may provide for reimbursement

of a Director for reasonable and necessary expenses incurred on behalf of, and authorized by, the Authority to the extent permitted by law.

5. **Officers.** The officers of the Authority, the manner of their selection, and their duties shall be as set forth in the Bylaws.

ARTICLE IV FUNDING

1. **Member Dues.** The Members, including Permanent General Jurisdiction Members, W&S Members, and Other Members, shall provide funds to the Authority pursuant to a dues structure as set forth in the Bylaws, the amount of such dues for the following calendar year to be determined by the Board by no later than July 31 of the then-current calendar year, and by such fees, rates, and charges for functions, services, or facilities provided by the Authority, as determined by the Board. The Authority may sue any Member to recover unpaid, past-due annual dues, as provided for herein.

2. **Authority Obligations.** The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Members or of other parties that may join the Authority from time to time.

3. **Fees, Rates, and Charges.** The Authority shall have the power to fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority.

4. **Bonds.** The Authority shall have the power to issue bonds, notes, or other obligations payable solely from the revenues derived from the function, service, system, or facility or the combined functions, services, systems, or facilities of the Authority, or from any other available funds of the Authority, pursuant to the provisions Section 29-1-204.2(7), C.R.S.

5. **Additional Funding.** The Members shall be entitled to cooperate and contract with one another to provide for the sharing of costs, the imposition of taxes, or the incurring of debt; provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. Additionally, the Authority shall be entitled to seek additional funds or funding as may be or become available to it.

6. **Park Fees.** The Authority shall be authorized to seek legislative action from the Colorado Legislature affecting the Authority, including but not limited to legislation authorizing the collection of fees, rates, and charges at State parks and recreation facilities to support the services, functions, and facilities of the Authority, and legislation imposing a tax to be determined by the Members to generate revenues to be utilized by and for the benefit of the Authority.

ARTICLE V LIABILITY

1. **Liability of Members.** The Authority shall be solely responsible for the acts of the Authority. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of any Member of the Authority, as defined in the Bylaws. The liability of the Authority is limited to the available funds of the Authority. All contracts entered into by the Authority shall contain this liability disclaimer.

2. **Indemnification.** To the extent permitted by law, the Authority shall defend and indemnify its directors, officers, and employees in connection with any claim or actual or threatened suit, action, proceeding in which he or she may be involved in his or her official capacity by reason of his or her being or having been such a director, officer, or employee, or by reason of any action or omission by him or her in any such capacity, and shall pay any judgment resulting therefrom, except any liability arising out of any criminal offense or willful and wanton misconduct. Such indemnification and duty to defend shall be further subject to and limited by the resources of the Authority available for such purposes, including available insurance coverage. The Authority's obligations to defend and indemnify its directors, officers, and employees shall be in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101 *et seq.*, C.R.S. This indemnification shall not apply to any suit brought by the Authority as plaintiff or third-party plaintiff, or to any suit brought by a Member to enforce the terms of this Agreement, excepting a suit brought solely to enforce this indemnification according to its terms.

3. **Insurance.** The Authority shall maintain a liability policy with respect to its directors and officers. The Authority shall maintain insurance or self-insure with respect to its properties and affairs and employees against such casualties and contingencies of such types and in such amounts as the Board may determine from time to time, in its discretion.

ARTICLE VI **MISCELLANEOUS**

1. **Term.** This Agreement shall commence on the date of its full execution by the parties hereto and shall be deemed to automatically renew each year thereafter, subject to funding of a new budget, unless terminated in accordance with the provisions of this Article.

2. **Amendment.** This Agreement may be supplemented, amended or modified only by written approval of two-thirds (2/3) of the Members to the Agreement.

3. **Termination.** This Agreement may be terminated by approval of two-thirds (2/3) of the Members to the Agreement, as such Agreement is amended from time-to-time; provided, however, that this Agreement may not be terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations has been made pursuant to the terms thereof. In the event of the termination of this Agreement and the dissolution of the Authority, the Board may make such decisions as it deems appropriate in connection with the distribution, disposition, or division of the Authority's assets; provided, however, that in all cases, the Authority shall continue to meet its contractual and service obligations. Upon dissolution of the Authority, any fixed asset of the Authority shall be distributed to the Member that so contributed the fixed asset, and if more than one Member

contributed the fixed asset to the Authority, the fixed asset shall be distributed, upon agreement of the Members that contributed thereto, to one of the Members with fair and just compensation paid by said Member to the other Member or Members. Liquid assets of the Authority remaining after satisfaction of all obligations of the Authority shall be equitably distributed to the Members as deemed fair and appropriate by the Board.

4. **Non-Appropriation.** Notwithstanding any other provision contained in this Agreement to the contrary, the payment of Member obligations in fiscal years subsequent to the current year is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement by any Member, then it shall be deemed that such Member has withdrawn from the Authority upon receipt of such notice of non-appropriation by the Board, and all of such Member's rights and obligations with respect to the Authority shall terminate effective as of the date in such notice of non-appropriation. The Authority's fiscal year is currently the calendar year.

5. **No Impairment.** Nothing in this Agreement shall be deemed to impair any of the powers of the parties hereto. Nothing in this Agreement shall impair, amend, limit, abridge, contravene, or otherwise affect the rights of any party under any existing contract or agreement. Nothing in this Agreement shall prohibit or otherwise limit any party from obtaining water from any source or from developing any water supply, storage, treatment, or distribution project, either alone or in some combined manner with other parties, Members, or a combination thereof.

6. **No Third Party Rights.** This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition contained herein or the breach thereof.

7. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Douglas County.

8. **Severability.** The provisions of this Agreement are severable. If a provision or any part of this Agreement or the application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Agreement, and in such event this Agreement shall be construed in all respects as if such invalid provision were omitted.

9. **Binding Agreement.** The provisions of this Agreement shall bind and inure to the benefit of each Member and its respective successors and permitted assigns, if any.

10. **Entire Agreement.** This Agreement constitutes and represents the entire, integrated agreement among the Members with respect to the matters set forth herein, and supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind, whether written or oral, with respect to those matters.

11. **Headings.** The headings provided throughout this Agreement are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13. **Authority to Enter Agreement.** The signatures of those representatives of the Members below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

[The remainder of this page is intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

COUNTY OF DOUGLAS

By: _____
Its: _____
Date: _____

COUNTY OF JEFFERSON

By: _____
Its: _____
Date: _____

CITY OF LITTLETON

By: _____
Its: _____
Date: _____

TOWN OF CASTLE ROCK

By: _____
Its: _____
Date: _____

TOWN OF LARKSPUR

By: _____
Its: _____
Date: _____

CASTLE PINES METROPOLITAN DISTRICT

By: _____
Its: _____
Date: _____

**CENTENNIAL WATER AND SANITATION
DISTRICT**

By: _____
Its: _____
Date: _____

DOMINION WATER AND SANITATION DISTRICT

By: _____
Its: _____
Date: _____

LOUVIERS WATER AND SANITATION DISTRICT

By: _____
Its: _____
Date: _____

**PERRY PARK WATER AND SANITATION
DISTRICT**

By: _____
Its: _____
Date: _____

**ROXBOROUGH WATER AND SANITATION
DISTRICT**

By: _____
Its: _____
Date: _____

**PLUM CREEK WATER RECLAMATION
AUTHORITY**

By: _____
Its: _____
Date: _____

**CITY AND COUNTY OF DENVER,
ACTING BY AND THROUGH ITS
BOARD OF WATER COMMISSIONERS**

By: _____
Its: _____
Date: _____

Exhibit A

Bylaws of Authority

(See attached)

BYLAWS OF THE CHATFIELD WATERSHED AUTHORITY

ARTICLE I PURPOSE

1.1 Purpose. The purpose of the Chatfield Watershed Authority (the “**Authority**”) is to provide for and promote a regional, coordinated approach for the provision of water quality improvements and the protection of water quality in the Chatfield Watershed for recreation, fisheries, drinking water supplies, other beneficial uses, and for the public benefit of the Members of the Authority, their inhabitants, and the People of the State of Colorado, as deemed appropriate by the Board of Directors of the Authority, and may include but is not limited to providing for the construction, operation, and maintenance of point and nonpoint source control projects, monitoring of the Chatfield Reservoir, South Platter River below Strontia Springs Reservoir, and Plum Creek and the water flowing into them, recommending water quality standards therefor, and coordinating with state and federal agencies regarding water quality control measures, pursuant to the Amended and Restated Intergovernmental Agreement Establishing the Chatfield Watershed Authority (the “**Establishing Agreement**”), entered into and effective as of the ____ day of _____, 2016.

ARTICLE II OFFICES

2.1 Principal Office. The principal office of the Authority shall be located within the State of Colorado at such location as is designated by the Board of Directors from time to time. At the time of execution of these Bylaws, the principal office of the Authority was Douglas County Public Works Engineering Department, 3030 N. Industrial Way, Castle Rock, CO 80109. Written notice of any change in the location of the Authority’s principal office shall be provided in advance to all Members of the Authority.

2.2 Other Offices. The Authority may have such other offices and places of business within the State of Colorado as the Board may designate from time to time.

ARTICLE III MEMBERSHIP

3.1 Member Entities. The members of the Authority shall consist of the Permanent General Jurisdiction Members; the Water and Sanitation District (“**W&S**”) Members; the water providers, metropolitan districts and other municipalities’ members (collectively, the “**Other Members**”); as have entered into the Establishing Agreement and as defined below, and such additional parties as may join the Authority from time to time (collectively, “**Members**”).

3.2 Permanent General Jurisdiction Members. The Authority shall initially have three (3) Permanent General Jurisdiction Members, including Douglas County, Jefferson County and the Town of Castle Rock. The Permanent General Jurisdiction Members shall be the primary funding members of the Authority. Additional parties will be allowed to join the

Authority as Permanent General Jurisdiction Members from time to time, as provided in the Establishing Agreement.

3.3 W&S Members. The Authority shall initially have six (6) W&S Members. W&S Members shall include: (i) Centennial Water and Sanitation District, (ii) Dominion Water and Sanitation District, (iii) Louviers Water and Sanitation District, (iv) Perry Park Water and Sanitation District, (v) Roxborough Water and Sanitation District, and (vi) Plum Creek Water Reclamation Authority. Additional parties will be allowed to join the Authority as W&S Members from time to time, as provided in the Establishing Agreement.

3.4 Other Members. The Authority shall initially have four (4) Other Members. The Other Members shall include: (i) the Castle Pines Metropolitan District, (ii) the City and County of Denver acting through its Board of Water Commissioners, (iii) Town of Larkspur, and (iv) the City of Littleton. Additional parties will be allowed to join the Authority as Other Members from time to time, as provided in the Establishing Agreement.

3.5 Ex-Officio Participants. The Ex-Officio Participants shall include the Colorado Agricultural Leadership Foundation, the Colorado Parks and Wildlife Commission (Chatfield State Park), the Colorado Department of Transportation, the Colorado Water Conservation Board, the Ken Caryl Ranch Master Association, the Law Enforcement Foundation, Ponderosa Retreat, Sacred Heart Retreat, Tri-County Health Department, the U.S. Army Corps of Engineers, the Chatfield Reservoir Mitigation Company, Inc., and the Water Quality Control Division of the Colorado Department of Public Health and Environment. Each Ex-Officio Participant may designate a representative of such party and provide written notice of such representative's name and contact information to the Manager of the Authority to be included on communications related to the Authority. Ex-Officio Participants are not members of the Authority and have no voting rights or other obligations with respect to the Authority, including no obligation to pay dues. Ex-Officio Participants are encouraged to participate in the Authority meetings and provide input on the operations of the Authority at any public meetings of the Authority.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Powers and Duties. The governing body of the Authority shall be a Board of Directors (the "**Board**"). Subject to any limitations of the Establishing Agreement, Sections 29-1-203 and 29-1-204.2 C.R.S., or these Bylaws, all powers of the Authority shall be exercised by, or under the authority of, and the business and affairs of the Authority shall be controlled by, the Board. The Board shall collectively act as is necessary and as is authorized by law and by these Bylaws to carry out the provisions of the Establishing Agreement to advance the purpose and goals of the Authority. The Authority shall have all powers, privileges, and duties enumerated in the Establishing Agreement and these Bylaws and granted to entities formed pursuant to Sections 29-1-203 and 29-1-204.2 C.R.S., as they now exist or may be amended from time to time.

In addition to the powers, privileges, and duties enumerated in the Establishing Agreement, these Bylaws, and granted to entities formed pursuant to Sections 29-1-203 and 29-1-204.2 C.R.S., the Authority shall have the following powers:

a. To seek legislative action from the Colorado Legislature affecting the Authority, including but not limited to enabling legislation for watershed authorities in the State of Colorado, and legislation authorizing funding and/or revenue generation to support the services, functions, and facilities of the Authority.

b. To establish advisory committees to gather, research, compare, and evaluate information, and advise the Board regarding matters pertaining to the water quality of the Chatfield Watershed or such other matters pertaining to the purpose and goals of the Authority as deemed necessary or advisable by the Board.

4.2 Number of Directors. The Authority's Board shall consist of five (5) representatives of the Members (each a "**Director**"). The Board's membership shall consist of three (3) Directors, one of whom is appointed by each Permanent General Jurisdiction Member; one (1) Director selected by the W&S Members; and one (1) Director selected by the Other Members, as described in this Article IV. In the event new Members are added pursuant to Article II, Section 2 of the Establishing Agreement, the Board will amend these Bylaws to appropriately address composition of the Board.

4.3 Directors Representing the Permanent General Jurisdiction Members.

4.3.1 Directors. Each Permanent General Jurisdiction Member shall appoint one (1) Director to the Board. The Director for each Permanent General Jurisdiction Member must be an elected official of the appointing Member and be qualified, willing, and able to assume and perform the duties and responsibilities required of the directorship. Each Permanent General Jurisdiction Member shall provide written notice of the name and contact information of its appointed Director to the Manager of the Authority.

4.3.2 Alternate Directors. Each Permanent General Jurisdiction Member shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Director (the "**Alternate Director**"). Each Permanent General Jurisdiction Alternate Director shall also be an elected official of such Member. If the selected Alternate Director is not an elected official of such Member, such Alternate Director will not be authorized to vote on behalf of such Member at meetings where the Director is absent.

4.3.3 Term. There shall be no restriction on the term of a Director for the Permanent General Jurisdiction Members. Each Permanent General Jurisdiction Member shall appoint such Director and Alternate Director as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such Members' policies and procedures. Any changes in the Permanent General Jurisdiction Member shall be communicated promptly to the Manager of the Authority.

4.3.4 Removal. A Permanent General Jurisdiction Member may, in its sole discretion, remove its appointed Director or Alternate Director from the Board at any time and appoint a successor thereto by providing written notice to the Manager of the Authority.

4.4 Director Representing W&S Members.

4.4.1 Director. The W&S Members of the Authority, collectively, shall select one W&S Member to represent all of the W&S Members as a Director on the Board, as provided herein. The Director must be qualified, willing, and able to assume and perform the duties and responsibilities required of the directorships.

4.4.2 Manner of Selection. The election of the Director for the W&S Members shall take place in the Fall of each year an election is necessary through a written ballot process as described herein. All W&S Members in good standing with the Authority that have paid all past dues and fees shall be entitled to participate in the election of the W&S Member Director. By the end of September in such year, the Manager shall send out a written notice, electronic mail notice is acceptable, to all W&S Members in good standing requesting the nomination of one Director from such Member's organization. Each W&S Member may, but is not required to, nominate one (1) qualified candidate to serve as Director; no other nominations will be accepted. Each W&S Member shall notify the Manager of its Director nomination on or before October 31st. The Manager shall then have one (1) week to prepare and send out, either via prepaid mail or electronic mail, a ballot for the W&S Members to return for the election of the W&S Member Director. Each W&S Member shall have until November 30th to return the completed ballot to the Manager. A quorum of W&S Members for an election shall consist of a majority of the W&S Members entitled to cast a vote on the matter. If a quorum does not exist on November 30th, the Manager shall solicit additional ballots from the missing W&S Members until a quorum is obtained. Voting by proxy is strictly prohibited. Each W&S Member shall be entitled to cast up to three (3) votes for the nominees; provided, however, the W&S Member is not required to cast all three (3) votes and each vote cast must be for a different candidate (i.e. no cumulative voting is allowed). If only two (2) or fewer nominees are on the ballot, then each W&S Member shall only be entitled to cast one (1) vote in the election. The nominee receiving the most votes shall serve as the Director for the W&S Members. In the event of a tied ranking, a tiebreaking vote or votes, as necessary, shall be conducted. The Manager shall use reasonable efforts to ensure that the W&S Director is known no later than December 15th, if any tiebreaking votes are required. The W&S Member whose candidate received the most votes shall provide written notice of the name and contact information of the Director to the Manager of the Authority.

4.4.3 Alternate Directors. The W&S Member that is select to represent all of the W&S Members shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Director (the "**W&S Alternate Director**"). The W&S Members' Director and Alternate Director may be elected officials or staff of the entity such W&S Member represents.

4.4.4 Term. Any Director of the W&S Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. No W&S Member Director shall serve more than two (2) consecutive two-year terms. Fulfilling an incomplete term is not considered part of the term limit.

4.4.5 Removal. The W&S Members may, by unanimous approval, remove a Director representing the W&S Members from the Board at any time. If so removed, the W&S Members shall elect a replacement Director to fill the remainder of the removed Director's term pursuant to the procedures of Section 4.4.2 with the timing of such votes adjusted accordingly. Written notice of the removal and election should be provided to the Manager of the Authority and the Manager will assist with the election process.

4.5 Other Members.

4.5.1 Director. The Other Members of the Authority, collectively, shall select one (1) Other Member to represent all of the Other Members as a Director to serve on the Board, as provided herein. The Director must be qualified, willing, and able to assume and perform the duties and responsibilities required of the directorships.

4.5.2 Manner of Selection. The election of the Director for the Other Members shall take place in the Fall of each year an election is necessary through a written ballot process as described herein. All Other Members in good standing with the Authority that have paid all past dues and fees shall be entitled to participate in the election of the Other Member Director. By the end of September in such year, the Manager shall send out a written notice, electronic mail notice is acceptable, to all Other Members in good standing requesting the nomination of one Director from such Member's organization. Each Other Member may, but is not required to, nominate one (1) qualified candidate to serve as Director; no other nominations will be accepted. Each Other Member shall notify the Manager of its Director nomination on or before October 31st. The Manager shall then have one (1) week to prepare and send out, either via prepaid mail or electronic mail, a ballot for the Other Members to return for the election of the Other Member Director. Each Other Member shall have until November 30th to return the completed ballot to the Manager. A quorum of Other Members for an election shall consist of a majority of the Other Members entitled to cast a vote on the matter. If a quorum does not exist on November 30th, the Manager shall solicit additional ballots from the missing Other Members until a quorum is obtained. Voting by proxy is strictly prohibited. Each Other Member shall be entitled to cast up to three (3) votes for the nominees; provided, however, the Other Member is not required to cast all three (3) votes and each vote cast must be for a different candidate (i.e. no cumulative voting is allowed). If only two (2) or fewer nominees are on the ballot, then each Other Member shall only be entitled to cast one (1) vote in the election. The nominee receiving the most votes shall serve as the Director for the Other Members. In the event of a tied ranking, a tiebreaking vote or votes, as necessary, shall be conducted. The Manager shall use reasonable efforts to ensure that the Other Member Director is known no later than December 15th, if any tiebreaking votes are required. The Other Member whose candidate received the most

votes shall provide written notice of the name and contact information of the Director to the Manager of the Authority.

4.5.3 Alternate Directors. The Other Member that is selected to represent all of the Other Members shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Director (the “**Other Member Alternate Director**”). The Other Members’ Director and Alternate Director may be elected officials or staff of the entity such Other Member represents.

4.5.4 Term. Any Director of the Other Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. No Other Member Director shall serve more than two (2) consecutive two-year terms. Fulfilling an incomplete term is not considered part of the term limit.

4.5.5 Removal. The Other Members may, by unanimous approval, remove a Director representing the Other Members from the Board at any time. If so removed, the Other Members shall elect a replacement Director to fill the remainder of the removed Director’s term pursuant to the procedures of Section 4.5.2 with the timing of such votes adjusted accordingly. Written notice of the removal and election should be provided to the Manager of the Authority and the Manager will assist with the election process.

4.6 Vacancies and Election of Directors. A vacancy on the Board may occur by reason of death, disability, resignation, removal or otherwise of any Director. For the Permanent General Jurisdiction Members, vacancies shall be filled pursuant to the procedures set forth in Sections 4.3.1 above. For W&S and Other Members, a vacancy caused by any reason, other than removal pursuant to Section 4.4.5 and 4.5.5 hereof, shall be filled by the appointment of a qualified individual of the Member organization represented by the departing Director. Any Director appointed to fill a vacancy on the Board shall serve the remainder of the departing Director’s term.

4.7 Withdrawal of Members. In the event a Member organization with a representative on the Board decides to withdraw from the Authority as permitted or required in the Establishing Agreement, then, in the case of a W&S or Other Member, the applicable Members shall hold an election in accordance with the procedures set forth in Sections 4.4.2 and 4.5.2 with the timing of such votes adjusted accordingly. If a Permanent General Jurisdiction Member withdraws, then the remaining Board of Directors shall amend these Bylaws which vote shall require the unanimous approval of the remaining Directors.

4.7 Compensation. The Directors shall not receive any compensation from the Authority for their services to the Authority.

ARTICLE V **OFFICERS**

5.1 Presiding Officers. At the first Board meeting of each calendar year, or such other date as mutually agreed upon by the Board, the Board shall elect by a Majority Vote (as

defined in Section 8.2 below) from the Directors a Chairman and Vice-Chairman who shall be the presiding officers at Chatfield Watershed Authority meetings (the “**Presiding Officer(s)**”). If the Chairman or Vice-Chairman elects not to preside over a meeting or particular matter, a Majority Vote of the Board present shall then elect a temporary chairman who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.

5.2 Term. The term of office for the Presiding Officers is one (1) year from the date of election; however, there is no limit on the number of terms a Presiding Officer may serve. Each Presiding Officer shall hold office until his successor is duly elected or until his death, incapacity, resignation, or removal.

5.3 Resignation and Removal. A Presiding Officer may resign at any time by giving written notice to the Board and the Authority’s Manager and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Board by Super Majority Vote (as defined in Section 8.3 below) of the Board, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer.

5.4 Presiding Officer Vacancies. If the office of Chairman should become vacant during the term of office, the Vice-Chairman shall assume the duties of Chairman. Should the office of Vice-Chairman become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Board during the election meeting shall be permissible.

5.5 Authority and Duties of the Chairman and Vice-Chairman. It shall be the responsibility of the Chairman to preside at all meetings of the Authority, execute documents of behalf of the Authority, ensure that all orders and resolutions of the Board are carried into effect, make appointments to committees, and be the primary liaison between the Board and the Authority Manager. The Vice-Chairman shall perform the duties of the Chairman during the Chairman’s absence. The Presiding Officers of the Authority shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Board, or these Bylaws, and as may be required by law.

5.6 Authority Manager. The Authority shall retain a third-party to manage the day-to-day operations of the Authority (the “**Manager**”). The Board shall select the Manager and the Manager shall report to the Board.

5.6.1 Duties of the Manager. The Manager shall provide management services for the Authority, including the Board, the Technical Advisory Committee and any other committees formed by the Board. The Manager shall be responsible for coordinating and overseeing the activities of any consultants or contractors engaged by the Authority, including any accountants and legal counsel who shall also report directly to the Board. The Manager shall perform all duties typically performed by the secretary of an organization, including but not limited to, keeping a book of minutes of all meetings of the Board and any committees thereof, ensuring that all notices are duly given in accordance with the provisions of these Bylaws or as required

by law, and such other all duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board.

5.7 Authority Accountant. The Board shall retain a third-party to manage the accounts of the Authority which shall include, but is not limited to, keeping full and accurate accounts of all receipts and disbursements of the Authority, depositing all moneys as may be designated by the Board, disbursing the funds of the Authority as ordered by the Board, preparing and recommending an annual operating budget to the Board by such date as established by the Board each year for the succeeding calendar year, and performing all other duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board. The Authority's accountant shall work closely with the Manager.

ARTICLE VI

WRITTEN INSTRUMENTS AND CHECKS

6.1 Written Instruments. The Board of Directors may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instances. The Chairman, and Vice-Chairman in the absence of the Chairman, shall have general authority to execute any contract or execute and deliver any instrument in the name of the Authority, provided such item was properly approved by the Board.

6.2 Checks. All checks or demands for money and notes of the Authority shall be signed by two (2) Directors or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VII

MEETINGS

7.1 Regular Meetings. Regular meetings of the Board shall be held quarterly or at such other regular intervals and at such time and place as determined by the Board. The Board may provide by resolution the time and place within the State of Colorado for the holding of regular meetings. In the absence of any such meeting designation, meetings shall be held at the principal office of the Authority.

7.2 Special Meetings. Special meetings of the Board for any purpose(s) may be called at any time by the Chairman, by resolution of the Board, or by request of any two Board members then in office.

7.3 Meeting by Telephone. Members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located.

7.4 Notice of Meetings. Notice to the public of any regular and special meetings of the Board or any meeting of any advisory, policy-making, rulemaking, or formally constituted body of the Authority to which the Authority has delegated a governmental decision-making function shall be posted as required by the Colorado Open Meetings Law. The Board shall, annually at its first regular meeting of the calendar year, designate a public place for the posting of Authority notices in accordance with C.R.S. 24-6-402(2)(c).

Notice of regular Board meetings shall be personally delivered or sent by first class mail, postage prepaid, facsimile, telephone, e-mail, or other electronic communication to each Director at his or her address as shown on the records of the Authority as soon as reasonably practicable prior to each regular meeting. Notice of special Board meetings shall be given to each Director at least forty-eight (48) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, facsimile, e-mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting; and (2) the agenda for said meeting, or the purpose or purposes for which a special meeting is called. Special meetings of the full Board shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the e-mail address of their designated representative provided to the Manager of the Authority.

7.5 Public Meetings. All the meetings of the Board, other than executive sessions, shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public. The Manager, or such other officer as the Board may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify actions taken at an otherwise properly published meeting.

7.5.1 Executive Session. The Board, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for any of the reasons set forth in C.R.S. 24-6-402(4) as are applicable. No formal action may be taken while in executive session. Prior to convening an executive session, the Chairman shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

7.6 Informal Meetings. Informal meetings of the Board at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Board members at which Authority business is to be discussed. Notice of any such meeting shall be given to all Directors at least

seventy-two (72) hours in advance of such meeting, unless such informal meeting was set and authorized by the Board at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Authority at least twenty-four (24) hours prior to such meeting as required by the Colorado Open Meetings Law.

7.7 Conduct of Meetings. Unless otherwise agreed to by the Board, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the Board and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Board action.

ARTICLE VIII VOTING

8.1 Quorum for the Board. A quorum must be present at any Board meeting for business transactions to take place and motions to pass. A quorum of the Board shall be a majority of the members of the Board.

8.2 Weighted Voting. Douglas County and Jefferson County, acting through its Director shall each be entitled to two (2) votes on any matter coming before the Board. All other Directors shall be entitled to one (1) vote on any matter coming before the Board. Except as otherwise provided herein, and in Section 8.3 below, all actions of the Board for which a vote is required shall be made and decided by a Majority Vote. For purposes of these Bylaws, "Majority Vote" shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Board, committee or Members, as applicable. For example, if all five members of the Board are present, then seven (7) votes would be cast and four (4) votes will be needed to pass the item; those votes may come from only the two county members since they are entitled to two votes each. No Board Member shall abstain from voting unless abstention is required by law.

8.3 Special Voting Requirements. Any decision of the Board relating to financial matters including, but not limited to, money, expenditures, changes in the fees or dues structure for the Authority, the issuance of debt, the budget or other finances, shall require a Majority Vote and also the affirmative vote of at least three (3) Directors of the Board (a "Super Majority Vote").

8.4 Disclosures. Each Director shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law, including but not limited to Sections 24-18-101 *et seq.*, C.R.S. and Section 18-8-308, C.R.S. Unless otherwise permitted by law, any Director or Alternate Director who has a personal or private interest in any matter proposed or pending before the Board after disclosure thereof shall recuse him or herself from the meeting and shall refrain from attempting to influence the decision of the other members of the Board on such matter.

ARTICLE IX COMMITTEES

9.1 Committees. The Board may establish by resolution such standing committees or special committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Board or the Chairman may refer to the proper committee any matter affecting the Authority or any operations needing study, recommendation, or action. The delegation of authority to any committee shall not operate to relieve the Board or any of its members of any legal responsibility.

9.2 Limitations. Except in cases where these Bylaws or the Board has by written resolution provided otherwise, the function of any committee is as an advisory body to the Board. No member of any committee, without the prior authorization of the Board or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Authority or the Board in any way or by any means. All such powers are expressly reserved to the Board and the officers of the Authority.

9.3 Technical Advisory Committee. The Technical Advisory Committee shall be a standing committee of the Authority which shall report to the Board and shall perform such duties and tasks as the Board shall from time to time direct. To the extent requested by the Board, the Technical Advisory Committee shall consider and report to the Board on all Authority matters of a scientific or technical nature. The Technical Advisory Committee findings and recommendations on these matters shall be forwarded to the Board for full consideration.

9.3.1 Membership. All Members in good standing of the Authority may, but are not required to, appoint one (1) representative to be a member of the Technical Advisory Committee. Directors of the Board shall not serve on the Technical Advisory Committee. The representatives of the Member organizations on the Technical Advisory Committee may be elected officials or staff members of the appointing Member and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the members of the committee. Each Member shall provide written notice of the name and contact information of its appointed Technical Advisory Committee member to the Manager of the Authority.

9.3.1.1 Alternate Technical Advisory Committee Members. Each Member participating on the Technical Advisory Committee shall be entitled to appoint one (1) alternate representative to serve on the committee in the absence of its primary representative.

9.3.1.2 Term. There shall be no restriction on the term of a representative on the Technical Advisory Committee. Each participating Member shall appoint such committee members and alternate representative as such entity sees fit who shall serve until a successor is duly appointed as established by such Members' policies and procedures. Any changes in the Technical Advisory Committee membership shall be communicated promptly to the Manager of the Authority.

9.3.2 Meetings. The Technical Advisory Committee may hold meetings on a monthly basis at a time and place to be determined by the Technical Advisory Committee. All meetings of the Technical Advisory Committee shall be posted and shall comply with Article VII of these Bylaws.

9.3.2 Duties. The Technical Advisory Committee shall have the authority to develop and submit referral comments on behalf of the Authority on various matters including, but not limited to, those associated with the Water Quality Control Commission Control Regulations. The Technical Advisory Committee is vested with the ability to approve site applications submitted to the Authority.

9.3.3 Referral Approvals and Appeals. An approval of a site application, with or without conditions, by the Technical Advisory Committee shall be deemed an approval by the Authority. If any applicant on a referral case, whose case was either denied or approved with conditions, desires to appeal the decision of the Technical Advisory Committee, such party shall make such a request for an appeal to the Board within thirty (30) days of the decision. The Board shall then hear the appeal at the next regular quarterly meeting of the Board. The Board's determination on the appeal shall be the final decision of the Authority.

9.4 Provisions Applicable to All Committees.

9.4.1 Committee Membership. Committee members may include representatives of the Permanent General Jurisdiction Members, W&S Members, Other Members, Ex-Officio Participants, and parties, as determined by the Board. No Director of the Board shall be eligible to serve on the Technical Advisory Committee; however, the Board may appoint a Director or Directors to serve on any other committee or to act as a liaison to any committee, or both, in the Board's discretion. The Board may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Board in its discretion.

9.4.2 Committee Officers. Each committee shall select by Majority Vote one of its members to serve as Chairman and one of its members to serve as Vice Chairman. The Chairman of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chairman of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chairman may from time to time delegate. At the request of the Chairman, or in the event of the Chairman's absence or inability to act, the Vice Chairman shall serve as acting Chairman. If the Chairman or Vice-Chairman elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chairman who shall be the presiding officer for that particular meeting or particular matter only, as the case may be.

9.4.3 Committee Meetings. A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be

present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Board. Rules governing procedures for meetings of any committee shall be as established by the Board, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

9.4.4 Resignation. A member of any committee may resign at any time by giving written notice to the Chairman of the committee and to the Manager of the Authority. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

9.4.5 Vacancies. Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Board, unless otherwise provided herein.

9.4.6 Removal. At any meeting of the Board duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Board.

ARTICLE X **FUNDING**

10.1 Funding. The Authority shall be funded by a dues structure; by fees, rates, and charges for functions, services, or facilities provided by the Authority as determined by the Board from time to time; and by such other funding sources as may be or become available to the Authority.

10.2 Member Dues. The Members, including Permanent General Jurisdiction Members, W&S Members, and Other Members shall pay annual dues to the Authority in an amount to be determined annually by the Board. Douglas County, Jefferson County and the Town of Castle Rock shall be the primary funding Members and shall fund the base budget approved for the Authority.

The initial base budget will be \$150,000.00, and will be split by the Permanent General Jurisdiction Members based on the land area within the watershed for such jurisdiction as follows:

Jefferson County	16.1%	\$24,155.00
Douglas County	41.95%	\$62,925.00
Castle Rock	41.95%	\$62,925.00

The remaining Members will be charged a membership due set annually by the Board. The initial membership dues for W&S and Other Members shall be \$2,000.00 per Member. The Board shall fix the amount of such dues for the ensuing calendar year by no later than July 31 of the then-current calendar year and shall notify all Members thereof. The Members shall have

until October 31 of the then-current calendar year to determine to pay annual dues for the following year to the Authority in the amount fixed by the Board, and the Members shall notify the Manager of the Authority of such determination. The Board shall approve a budget for the ensuing calendar year during the months of November or December, but never later than December 31. The Members shall pay annual dues to the Authority by no later than April 1 of the calendar year for which such dues are required.

10.3 Fees, Rates, and Charges. The Board shall fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority, as it deems appropriate from time to time but no more often than annually.

10.4 Authority to Seek Funds. To provide for the purposes, powers, and functions of the Authority, the Authority may seek additional funds or funding as may be or become available, including without limitation, moneys from state or federal governments or any political subdivision thereof; grants; legislative appropriations; or legislation authorizing funding of or for the Authority.

10.5 Bonds. The Board may authorize issuance of bonds, notes, or other obligations payable solely from the revenues derived from any function, service, system, or facility or the combined functions, services, systems, or facilities of the Authority, or from any other available funds of the Authority, pursuant to the provisions Section 29-1-204.2(7), C.R.S. and applicable law.

ARTICLE XI **PROJECTS**

11.1 Projects. The Authority may undertake projects to advance the purpose and goals of the Authority. The Board may consider the amount of a Member's financial or in kind contribution to a project as a factor relevant to its prioritization of projects or its determination to undertake a project or both.

11.2 Process. The Board shall approve a project, or conditionally approve a project subject to funding, by resolution. The Board may request financial or in kind contributions from its Members for any project; provided, however, that no Member shall be required to make a financial or in kind contribution to the Authority beyond the amount of the Member's annual dues requirement, and any decision to so contribute shall be in the Member's sole discretion. For projects conditionally approved subject to funding, within forty-five (45) days of the Board's conditional approval of the project, Members must determine whether to contribute to such project and notify the Manager of the Authority of the determination.

For projects funded in whole or in part by Member contributions pursuant to this Section 11.2, the Board may approve, and the Authority and all contributing Members shall execute, a project agreement regarding their participation in the project. The project agreement shall obligate only those Members executing the project agreement, and no other Member shall have rights or obligations with regard to the project.

ARTICLE XII
MISCELLANEOUS

12.1 Amendment. These Bylaws may be amended or repealed at any regular meeting of the Board or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least fourteen (14) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Board at any duly constituted meeting of the Authority.

12.2 Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

12.3 Headings. The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, _____, as Chairman of the Chatfield Watershed Authority, hereby certify that attached hereto are the Bylaws of the Chatfield Watershed Authority, which were duly adopted by the Authority on _____ and are of full force and effect as of the date hereof.

Dated: _____

Chairman

**AGREEMENT FOR CONTINUATION OF
CHATFIELD WATERSHED AUTHORITY**

March 26, 1997

THIS AGREEMENT is entered into as of this 1st day of January, 1997, by membership entities of the Chatfield Watershed Authority (hereinafter the "Authority").

WHEREAS, the parties to this Agreement established the Authority by previous agreement which expired on December 31, 1996;

WHEREAS, the Authority wants to continue as the designated water quality management agency for the Chatfield sub-watershed;

WHEREAS, the parties to this Agreement continue to have the authority, pursuant to Article XIV, Section 18 of the Colorado Constitution, and Section 29-1-201, et seq., Colorado Revised Statutes, to enter in to Intergovernmental Agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties deemed it necessary and advisable and entered into an Agreement in 1992-1993, which set forth their goals and objectives in implementing the Chatfield Reservoir Control Regulation heretofore adopted by and amended by the Water Quality Control Commission of the State of Colorado;

WHEREAS, the parties wish to continue herein an agenda for the implementation of the goals and objectives of the Chatfield Watershed Authority by the continuation of a governmental entity through which the separate entities signatory hereto may lawfully and prudently plan and budget monies for the funding of structures and programs for the control of phosphorus and ammonia discharge in the Chatfield Sub-watershed;

NOW, THEREFORE, in consideration of the benefits from this agreement, including but not limited to continuing local control over water quality programs which will result in significant cost savings and the ability to provide for continued economic growth of each of the parties hereto.

NOW, THEREFORE, the Authority consisting of the undersigned signatories herein established by previous agreement is hereby continued. The purposes of this Agreement include, but are not limited to, the following:

- a. Provide for a regional, coordinated approach to phosphorus control in the Chatfield Sub-watershed;
- b. Provide for a regional, coordinated approach for the construction and operation and maintenance of nonpoint phosphorus control projects;
- c. Provide for regional, coordinated water quality monitoring of Chatfield Reservoir, Plum Creek and the water flowing into them, as well as recommending water quality standards for the reservoir and its tributary waters, as appropriate;

- d. Provide for coordination with state and federal agencies having water quality responsibilities in the Chatfield Sub-watershed;

NOW, THEREFORE, the Authority will be governed by an approved set of by-laws as shown in exhibit A.

NOW, THEREFORE, the Authority shall continue to have the following duties and responsibilities:

- a. To seek legislative action from the Colorado Legislature to provide for any of the following:
 - (1) Any necessary amendments to existing state statutes to grant specific bonding and taxing authority to counties, municipalities, and special districts to utilize in the operation of a watershed-wide authority, and/or
 - (2) The creation of a specific watershed-wide authority with taxing and/or bonding powers, such as the specific authorities found in C.R.S., 29-1-204, 29-1-204.2, and 29-1-204.5.
- b. The Authority, subject to funding limitations, shall have the following rights and duties:
 - (1) Develop plans for water quality control strategies for the Chatfield Watershed and revise those plans as needed.
 - (2) To the extent funds are, or may be made, available, construct, operate and maintain nonpoint phosphorus control projects;
 - (3) Review nonpoint source control projects constructed in Chatfield Watershed, establish interim and long-term management strategies, recommend operation and maintenance plans and monitoring systems;
 - (4) Oversee and conduct water quality monitoring programs, including monitoring of phosphorus loading in the Chatfield Watershed and ammonia and nitrate levels in Plum Creek, and review, analyze and report on the water quality monitoring results to the Regional Planning Agency and Water Quality Control Commission;
 - (5) Recommend to local governments erosion and urban runoff control standards or other best management practices, which may be adopted by those local governments, for the Chatfield Watershed;
 - (6) Recommend programs to monitor and control the phosphorus contributions from septic systems, industrial sources, construction, or any other activities in the Chatfield Watershed;

- (7) Conduct pilot studies on nonpoint source control projects, including monitoring of the effectiveness of certain projects and erosion control measures;
 - (8) Prepare reports, including reports on the water quality of Chatfield Reservoir; audits on any construction projects, annual operations, maintenance and administrative summaries; audits upon the completion of each major construction project; and any other reports requested by the Authority;
 - (9) Recommend nonpoint phosphorus control projects for construction and recommend funding mechanisms for construction, operation and maintenance for nonpoint source projects within the Chatfield Watershed;
 - (10) Pursue continued study of potential phosphorus control solutions;
 - (11) Analyze the cost effectiveness of recommended standards, regulations, ordinances and control projects.
- c. The Authority shall have the following advisory rights and duties, subject to a weighted vote as set forth in the by-laws, Exhibit A:
- (1) Review and make recommendations to the Water Quality Control Division on site applications and discharge permits; however, review of site applications and discharge permits shall be limited to assuring compliance with phosphorus, ammonia and adopted stream standards.
 - (2) Recommend to the Denver Regional Council of Governments and the Water Quality Control Commission any amendments to the Clean Water Plan and the phosphorus effluent limits in the Chatfield Sub-watershed;
 - (3) Consider the development of a plan which would allow trading of phosphorus loadings, and develop a specific policy concerning facilities which choose to treat beyond established phosphorus limits.
 - (4) Adopt annual scopes of work, budgets and fee assessments to carry out its responsibilities.

NOW, THEREFORE, the Authority shall be a separate legal entity with the following powers, subject to a weighted vote as set forth in the by-laws, Exhibit A:

- a. To lease any real or personal property, either as lessee or lessor, together with any facilities thereon, when necessary to implementation of this Agreement;
- b. Enter into lawful agreements with any person, private corporation or business, or any federal, state or local government agency for the purposes contemplated by this Agreement;

- c. Obtain federal funding for construction or other acts authorized by this Agreement;
- d. Hire staff as needed and/or contract with a public agency as an administrative agency to provide accounting, administrative, secretarial, audit, payroll and other staff functions;
- e. Do any and all acts and things necessary to effectively exercise the duties and responsibilities in this Agreement.

NOW, THEREFORE, the Authority shall be funded by a dues structure set forth in the by-laws, Exhibit A.

NOW, THEREFORE, IT IS FURTHER RESOLVED that a member may withdraw from the Authority by giving one hundred twenty (120) days written notice of intent to withdraw. The withdrawing party shall lose all rights and benefits under this Agreement, which rights and benefits shall be reassigned by action of the Authority. A withdrawing member shall have no obligation, financial or otherwise, to the Authority. Should any member of the Authority fail to contribute funds to satisfy its annual fee assessment prior to April 1 of that year, all rights and benefits previously accorded to such member shall be suspended. The Authority shall issue a written notice of default to the member within 60 days of default. If the default is not cured by July 15th of that year, the membership of the member may be terminate at the discretion of the Authority. A terminated member shall have no obligation, financial or otherwise, to the Authority.

NOW, THEREFORE, IT IS FURTHER RESOLVED that this Agreement may be amended only by the unanimous vote of the Authority.

NOW, THEREFORE, IT IS FURTHER RESOLVED that this Agreement shall have a one-year term from the date first set forth herein, and shall be deemed to automatically renew each year thereafter, subject to funding of a new budget, unless forty percent (40%) of the member entities of the Authority vote to cancel the Agreement.

NOW, THEREFORE, the Authority shall be solely responsible for the acts of the Authority. The liability of the Authority is limited to available Authority funds. The obligations of the Authority shall not be the obligations of any member or participant as defined in the by-laws. All contracts entered by the Authority shall contain this liability disclaimer.

This Agreement shall be executed by an authorized representative of each member or participant of the Authority. This Agreement may be executed in counterparts.

JEFFERSON COUNTY, COLORADO

Attest:

By: _____

By: _____

DOUGLAS COUNTY, COLORADO

Attest:

By: _____

By: _____

THE TOWN OF CASTLE ROCK, a Colorado
municipal corporation

Attest:

By: _____

By: _____

THE TOWN OF LARKSPUR, a Colorado
municipal corporation

Attest:

By: _____

By: _____

PERRY PARK WATER AND SANITATION
DISTRICT

Attest:

By: _____

By: _____

ROXBOROUGH PARK METROPOLITAN
DISTRICT

Attest:

By: _____

By: _____

CASTLE PINES METROPOLITAN DISTRICT

Attest:

By: _____

By: _____

PLUM CREEK WASTEWATER AUTHORITY

Attest:

By: _____

By: _____

CITY OF LITTLETON, a Colorado
municipal corporation

Attest:

By: _____

By: _____

LOCKHEED MARTIN ASTRONAUTICS, a
division of Lockheed Martin Corporation

Attest:

By: _____

By: _____

Exhibit A

CHATFIELD WATERSHED AUTHORITY BYLAWS

Article I. Definitions

As used in the bylaws, the following terms shall have the meaning hereinafter presented:

- a. Authority - The Chatfield Watershed Authority, consisting of 10 membership entities as listed in Appendix A and a maximum of five designated participants as listed in Appendix B.
- b. Contributions - Membership entities are responsible for financially supporting the Chatfield Sub-Watershed management and water quality monitoring program as listed in Appendix C. Participants will be requested to provide financial contributions and/or in-kind services as deemed appropriate by the Authority.
- c. Chatfield Reservoir Control Regulation - The Authority is responsible for implementing requirements of the Chatfield Reservoir Control Regulation as adopted by the Colorado Water Quality Control Commission.
- d. Chatfield Sub-Watershed - The watershed boundary is designated in the Regional Clean Water Plan and includes tributary drainage to Chatfield Reservoir from Douglas and Jefferson counties. Boundary changes to the watershed must be adopted through the regional Clean Water Plan.
- e. Majority Vote - A majority vote is greater than 50 percent of the meeting participants once a quorum is established.
- f. Membership Entities - All designated representatives and/or alternatives from a general purpose government, special district, and all other National Permit Discharge Elimination System (NPDES) permittees as designated by the Colorado Department of Public Health and Environment in the Chatfield Sub-Watershed, which have entered into the *Memorandum of Understanding For Establishing a Management Agency in the Chatfield Sub-Watershed*.
- g. Participants - A maximum of five entities, other than membership entities, that demonstrate vested interest and support for the Chatfield Sub-Watershed management program can be designated by the Authority as participants.
- h. Quorum - A quorum at Authority meeting is thirty-three percent of the Authority with 50 percent of those present being membership entities.
- i. Weighted Vote - Membership entities will be given a weighted vote at Chatfield Watershed Authority meetings as listed in Appendix C for each representative or alternate on matters specifically related to management agency, operating agency or general purpose government responsibilities as defined in the *Agreement For Continuation of Chatfield Watershed Authority*.

Article II. The Chatfield Watershed Authority

The Chatfield Watershed Authority is responsible under the Chatfield Reservoir Control Regulation for implementation of the Chatfield management plan. The Memorandum of Understanding which continues the Chatfield Watershed Authority is attached hereto and made a part thereof. The Chatfield Watershed Authority will be the designated management agency under the provisions of the regional Clean Water Plan.

Membership jointly in the Chatfield Watershed Authority Memorandum of Understanding has the power under Colorado law to develop, recommend and adopt provisions for water quality management within the Chatfield Sub-Watershed consistent with the regional Clean Water Plan. The Chatfield Watershed Authority will provide an integrated, holistic water quality management and implementation program to protect or attain established beneficial uses of waters within the Chatfield Sub-Watershed.

Article III. Authority Powers

The Authority shall have the power to:

- a. Amend the bylaws by a majority vote of the membership entities.
- b. Adopt or revise an annual budget and environmental monitoring program for the Authority by majority vote.
- c. Elect a Chair and vice-chair by majority vote from the Authority membership at the first meeting of each year to serve for a term of one-year.
- d. Appoint a secretary and/or treasurer or administrator by majority vote at the first meeting of each year to serve for a term of one-year.
- e. Recognize one vote on each issue from a designated representative or alternate from each membership entity and participant, except when a weighted vote is required. A weighted vote must be declared by the chair or vice-chair prior to calling the vote and the additional weighted votes given to membership entities as show in appendix C shall apply to vote tabulations.
- f. Place all funds under the care of a designated membership entity or to create separate accounts at financial institutions selected by the Authority. All funds shall be subject to annual audit by either the Authority or duly designated representative.
- g. Expend funds in accordance with the annual budget as adopted by the Authority or amended by the Authority. Such expenditures shall be approved by the Authority prior to payment.
- h. Prepare and maintain a file of minutes and meeting summaries of the Authority meetings.
- i. Enter and execute contracts, accept and utilize financial assistance, raise revenues and incur indebtedness by majority vote of the Authority.

Article IV. Authority Meetings

- a. A quorum shall be declared present to hold an official meeting of the Authority.
- b. Meetings shall be held at least once quarterly.
- c. An agenda shall be distributed by a designated administrator of the Authority for all meetings. Special meeting notification can be made by fax with approval of the Authority chair or vice-chair.
- d. The chair or vice-chair shall preside at the Authority meetings.
- e. No absentee or proxy voting shall be allowed.
- f. Public comments will be allowed at the beginning of each meeting with a time limit of five minutes per speaker on topics of concern not included on the agenda.
- g. A list of membership entities and Authority members will be maintained by the secretary of the Authority and made available upon request at Authority meetings.

Appendix A

Membership Entities

1. City of Littleton
 2. Town of Castle Rock
 3. Town of Larkspur
 4. Perry Park Water and Sanitation District
 5. Castle Pines Metropolitan District
 6. Roxborough Park Metropolitan District
 7. Plum Creek Wastewater Authority
 8. Lockheed Martin Astronautics
 9. Douglas County
 10. Jefferson County
-

Appendix B

Participants

1. U.S. Army Corp of Engineers
2. Colorado Department of Public Health and Environment - Water Quality Control Division
3. Division of Natural Resources - Chatfield State Park
4. Tri-County Health Department
5. Denver Water Department, City and County of Denver

Appendix C

Annual Funding Contributions and Applied Weighted Votes

Entity	Percent Contribution ¹	Annual Contribution	Weighted Vote
Jefferson County	20.28	19,594	2
Douglas County	18.82	18,183	2
Lockheed Martin Astronautics	18.28	17,661	2
Town of Castle Rock	13.82	13,352	2
Plum Creek Wastewater Authority	11.13	10,753	2
Castle Pines	4.53	4,377	1
Roxborough Park	5.10	4,927	1
Perry Park	3.75	3,623	1
Town of Larkspur	0.36	588	1
City of Littleton	Flat Fee	588	1
Denver Water Department	Flat Fee	2,353	0
TOTAL	97.07	\$95,999	15

1/ Percent of Assessed Valuation.

2/ Does not equal 100% due to nonparticipation of other entities in the watershed.

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
WATER QUALITY CONTROL COMMISSION
5 CCR 1002-73

REGULATION NO. 73

CHATFIELD RESERVOIR CONTROL REGULATION

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COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

WATER QUALITY CONTROL COMMISSION

5 CCR 1002-73

REGULATION NO. 73

CHATFIELD RESERVOIR CONTROL REGULATION

73.0 CHATFIELD RESERVOIR CONTROL REGULATION

73.1 AUTHORITY

The Water Quality Control Commission is authorized by section 25-8-205, C.R.S. to promulgate control regulations to describe limitations for the extent of specifically identified pollutants that any person may discharge into any specified class of state waters.

73.2 DEFINITIONS

See the Colorado Water Quality Control Act and other Water Quality Control Commission regulations for additional definitions.

1. "Background" means the calculated phosphorus loads from surface water and alluvial groundwater, including nonpoint sources and direct precipitation, that does not originate from point source discharges. Background is calculated by subtracting the Reservoir Base-Load and Wasteload Allocations from the Total Maximum Annual Load.
2. "Best management practice" means best methods, measures or practices selected by an agency to meet its nonpoint source control needs. Best management practices include, but are not limited to, structural and nonstructural controls and operation and maintenance procedures. Best management practices can be applied before, during and after pollution-producing activities to reduce or eliminate the introduction of pollutants into receiving waters.
3. "Chatfield Watershed" consists of: (a) for Plum Creek, all portions of Plum Creek and its tributaries, including segments 8, 9, 10a, 10b, 11a, 11b, 12 and 13¹ and (b) for the South Platte River, the portions of segments 6a, 6b, and 7 of the South Platte River¹ downstream of Strontia Springs Reservoir outfall. The Chatfield Watershed is depicted in Figure 1 attached to this regulation (New Figure 1)

¹ The stream segments referenced are described in the Classifications and Numeric Standards - South Platte River Basin, Regulation No. 38 (5 CCR 1002-38).

4. "Chatfield Watershed Authority" means the organization formed by local governments and Title 32 Districts, industry, corporations and other entities within the Chatfield Watershed to implement point source, nonpoint source and/or stormwater controls.
5. "Effluent limitation" means any restriction or prohibition established pursuant to this regulation, the Colorado Water Quality Control Act or the federal act on quantities, rates, and concentrations of chemical, physical, biological, and other constituents which are discharged from point sources into state waters, including, but not limited to, standards of performance for new sources, toxic effluent standards, and schedules of compliance.

6. "Individual sewage disposal system" means a system or facility for treating, neutralizing, stabilizing, or disposing of sewage which is not a part of or connected to a wastewater treatment works.
7. "Land application" is any discharge applied to the land for land disposal or land treatment and does not include a discharge to surface waters even if such waters are subsequently diverted and applied to the land.
8. "Land Application Return Factor" means (1) For land application sites with an augmentation plan decreed by Colorado District Court, Water Division 1: the return flow percent decreed in that augmentation plan; and (2) For land application sites without an augmentation plan decreed by Colorado District Court, Water Division, or who elect not to use the return flow percent in their decree: the ratio of the area of the land treatment site divided by the sum of the surface areas of all lysimeters.
9. "Land disposal" is any discharge of pollutant containing waters being applied to land for which no further treatment is intended.
10. "Land treatment" is any discharge of pollutant containing waters being applied to land for the purpose of treatment.
11. "Margin of safety" means the additional protective factor in the Total Maximum Annual Load, which accounts for limitations in accuracy of modeling.
12. "Nonpoint source" means, for the purpose of this regulation, any activity or facility other than a point source with wasteload allocation specified at section 73.3(2)(c), from which pollutants are or may be discharged. For the purposes of this regulation, nonpoint source includes all stormwater runoff, whether sheet flows or collected and conveyed through channels, conduits, pipes or other discrete conveyances, and runoff from wildfires such as the Hayman Fire.
13. "Point source" means any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. "Point source" does not include irrigation return flows.
14. "Reserve/Emergency Pool" means the pool of point source total phosphorus pounds available for allocation to point source wastewater dischargers pursuant to 73.3(2)(h) of this regulation or for emergency allocations to point source wastewater dischargers for a time period not to exceed five years.
15. "Reservoir base-load" means the average measured total phosphorus load reaching the Chatfield Reservoir.
16. "Regulated Stormwater" means stormwater discharges to state waters that are from regulated facilities or activities; i.e., industrial or commercial facilities, or municipal separate storm sewer systems regulated under 5 CCR 1002-61 section 61.3(2)(e), (f) or (g), including those designated by the Water Quality Control Division ("Division") under section 61.3(2)(f)(iii).
17. "TMAL" means the Total Maximum Annual Load for Chatfield Reservoir, derived from the sums of the Reservoir Base-Load, Background, and Wasteload Allocations for Chatfield Watershed and Upper South Platte River Watershed, with the Margin of Safety.
18. "Trading Program" means the program administered by the Authority for phosphorus trading in the Chatfield Watershed.

19. "Upper South Platte River Watershed" means all portions of the South Platte River and its tributaries, from the river's headwaters through Strontia Springs Reservoir outfall, including Segments 1a, 1b, 2a, 2b, 2c, 3, 4, 5a, 5b, 5c, and the portions of segments 6 and 7¹ upstream of Strontia Springs Reservoir outfall. The Upper South Platte River Watershed is depicted in Figure 2 attached to this regulation. The Roberts Tunnel transfers water from Dillon Reservoir in Summit County into Segment 4 of the South Platte River.
20. "Wasteload allocation" means the portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution.
21. "Wastewater Treatment Facility" means a system or facility for treating, neutralizing, stabilizing or disposing of domestic wastewater, which system or facility has a designed capacity to receive more than two thousand gallons per day of domestic wastewater. The term "Wastewater Treatment Facility" also includes appurtenances to such system or facility, such as outfall sewers and pumping stations and equipment related to such appurtenances.

73.3 TOTAL MAXIMUM ANNUAL LOAD ALLOCATION FOR TOTAL PHOSPHORUS LOADING AND EFFLUENT LIMITATIONS

1. TOTAL MAXIMUM ANNUAL LOAD ALLOCATION FOR TOTAL PHOSPHORUS LOADING
- a. A new total maximum annual load (TMAL) for phosphorus of 19,600 lbs/y under a median inflow of 100,860 AF/y has been identified to attain the water quality standards for 10 µg/l chlorophyll a and 0.030 mg/L total phosphorus, as described in Regulation No.38.
- i. Revised allocations of that load will be developed to complete revisions to the TMAL.
 - ii. Activities necessary to reduce the actual phosphorus loads to an amount no greater than the TMAL shall be implemented.
 - iii. The activities to support revisions to allocations of the allowable load are identified below. The Authority shall implement these activities, as allowed by applicable funding levels, for review by the Division and Commission at the next triennial review. Results from the Authority's implementation of this control regulation and the load allocation development tasks listed below may suggest redefining and reprioritizing activities. The Authority shall submit any such proposed revisions with proposed priorities for review and approval by the Division, annually, in their annual report to the Commission due May 15 of each year. The activities shall include, but are not limited to the following items:
 - A. Partition allowable load between the two main basins (South Platte and Plum Creek);
 - B. Determine allocation of loads within each basin;
 - C. Revise wasteload allocations, as appropriate; and
 - D. Update definitions and regulation language to support TMAL revisions.
 - iv. Attainment of the TMAL may require progressive development of point source and nonpoint controls.

- v. The following provisions of this control regulation along with the waste load and load allocations remain in effect until revisions have been adopted to meet the new TMAL.
- b. The total phosphorus allocations by watersheds are distributed among sources as follows:

Allocation Type	Total Phosphorus Pounds/Year
Total Maximum Annual Load (TMAL) =	59,000 @ 261,000 ac-ft/year
Chatfield Watershed	40,894
Reservoir Base-Load	13,400
Background	19,961
Wasteload Allocation (point sources)	7,533 ¹
Upper South Platte River Watershed	17,930 ²
Reservoir Base-Load	6,000
Background	11,842
Summit County Wasteload Allocation	88
Total	58,824 ³

¹ Point source discharge permit holders and regulated stormwater permittees who are in compliance with their permit limits and terms for a constituent will not have those limits or terms modified prior to any future adjustment of classifications or standards by the Commission to the extent any observed water quality standards exceedances are attributable to other factors, such as wildfires that are beyond the control of the permit holders.

² Loadings from the Upper South Platte River watershed include all point sources upstream of the Strontia Springs Reservoir outfall, including 88 pounds of phosphorus per year from wastewater originating in Summit County and discharged directly into the Roberts Tunnel, and all nonpoint sources above the Strontia Springs Reservoir outfall.

³ While the TMAL total phosphorus poundage allocation formula remains unchanged, the amount of total phosphorus assigned to the Chatfield Watershed is reduced because of approved nonpoint source to point source trades.

2. EFFLUENT LIMITATIONS AND POINT SOURCE WASTELOAD ALLOCATIONS

- a. The Division shall not issue discharge permits (pursuant to Regulation #61) or notices of authorizations for use of reclaimed water (pursuant to Regulation #84) to any wastewater facilities and industrial process wastewater sources that allow effluent limitations exceeding their total phosphorus allocation, unless such exceedances consist solely of phosphorus pounds awarded from the Reserve Pool, or that are authorized through the Trading Program or by Temporary Transfers. However, in no event shall these allocations be construed to allow discharges in violation of the requirements of section 73.3.1, subject to approved trades pursuant to section 73.3.2.

- b. No municipal, domestic, or industrial wastewater discharge in the Chatfield Watershed shall exceed 1.0 mg/l total phosphorus as a 30-day average concentration, except as provided under section 73.3(2)(f)
- c. The allowed annual wasteload of point source phosphorus in the Chatfield Watershed is limited to 7,533 lbs/yr, allocated among the dischargers as follows, except as provided in sections 73.3(2)(e),(g),(h), and (i):

Facility	Pounds Per Year
Plum Creek Wastewater Authority	4,256
Lockheed Martin Astronautics	1,005
Roxborough Park Metro District	1,218
Perry Park Water & San. District-Waucondah	365
Perry Park Water & San. District-Sageport	73
Town of Larkspur	231
Louviers Mutual Service Company	122
Sacred Heart Retreat	15 ¹
Jackson Creek Ranch	50 ²
Ponderosa Retreat Center	75 ²
Centennial Water and Sanitation District	50 ²
Reserve/Emergency Pool	73
Total Point Source Phosphorus Wasteload =	7,533

¹ A five-year Total Phosphorus Allocation (2010) of 15 pounds for inclusion in the Sacred Heart discharge permit; Obtained from the Reserve/Emergency Pool.

² These entities received point source allocations through trades pursuant to the Authority Trading Guidelines.

- d. Phosphorus effluent limits for site approvals and discharge permits in the Chatfield Watershed shall be based on total phosphorus effluent quality of 1.0 mg/l for a 30-day average at the design capacity of the wastewater facility, except as provided in section 73.3(2)(f), and the annual wasteload allocation specified in this section, except as provided in 73.3(2)(e)(g)(h) and (i). A wastewater treatment facility may need to adjust operations for periods of time sufficient to meet the annual phosphorus poundage allocation by producing effluent total phosphorus concentrations below 1.0 mg/l.
- e. Point source dischargers may apply to the Chatfield Watershed Authority and the Division for phosphorus trade credits, which allow corresponding increases to a discharger's total phosphorus wasteload allocation. Phosphorus trade credits for point sources shall be based upon reductions of phosphorus from nonpoint sources. The amount of point source trade credit shall be based upon one pound of credit for two pounds of nonpoint

source reduction, unless water quality data substantiates greater phosphorus removals, in which case one pound of trade credit may be established by fewer than two pounds of nonpoint source reduction, on a site-specific basis. The Chatfield Watershed Authority shall review the application for trade credits in coordination with the Division. The Chatfield Watershed Authority shall take action by approving, conditionally approving, or denying the trade credits, and forward its decision to the Division. Thereafter, the Division shall consider the Authority's decision and render the Division's final decision on the trade credits. Trade credits shall be incorporated into discharge permits by the Division, as appropriate, and incorporated as proposed amendments to the phosphorus allocation at the next triennial review or rulemaking hearing for this regulation.

- f. Point sources may discharge a total phosphorus concentration of greater than 1.0 mg/l if an agreement has been made with an alternative point source discharger for equal phosphorus reduction. The agreement for alternative treatment must be executed by the owners of both facilities, and the agreement must describe estimated changes in average wastewater flows and performance in treatment of phosphorus. The wastewater facility that agrees to provide the equivalent phosphorus poundage reduction must demonstrate that it is achieving a total phosphorus effluent concentration of less than 1.0 mg/l for a period of time sufficient to remove the equivalent phosphorus load by which the wastewater treatment facility is exceeding its wasteload allocation. The Chatfield Watershed Authority shall review applications for alternative treatment arrangements in coordination with the Division. The Chatfield Watershed Authority shall take action by approving, conditionally approving, or denying the alternative treatment arrangements, and forward its decision to the Division. Thereafter, the Division shall consider the Authority's decision and render the Division's final decision on the alternative treatment arrangements. Alternative treatment arrangements, including provisions for equivalent phosphorus reductions shall be incorporated as permit conditions into both discharge permits, as appropriate.
- g. Point source wastewater dischargers shall apply to the Chatfield Watershed Authority and the Division for transfers of all or part of one point source discharger's total phosphorus allocation to another point source wastewater discharger. Both dischargers must jointly apply for such transfers. Applications for transfer must include an agreement executed by the owners of the facilities specifying changes in average wastewater flows and performance in treatment of total phosphorus. The Chatfield Watershed Authority shall review phosphorus transfer proposals in coordination with the Division. The Chatfield Watershed Authority shall take action by approving, conditionally approving, or denying the phosphorus transfer, and forward its decision to the Division. Thereafter, the Division shall consider the Authority's decision and render the Division's final decision on the phosphorus transfer. The Division shall incorporate approvals in both discharge permits, if these transfers are not otherwise accounted for by the Division.
- h. Point source wastewater dischargers may apply to the Chatfield Watershed Authority and the Division for allocations of total phosphorus pounds from the reserve/emergency pool, to be applied to the dischargers total phosphorus wasteload allocation. Applications for total phosphorus pounds from the reserve/emergency pool must specify the number of pounds desired from the pool. The Chatfield Watershed Authority shall review the application for allocations of phosphorus from the reserve/emergency pool in coordination with the Division. The Chatfield Watershed Authority shall take action by approving, conditionally approving, or denying allocations from the reserve/emergency pool, and forward its decision to the Division. Thereafter, the Division shall consider the Authority's decision and render the Division's final decision on an allocation from the reserve/emergency pool. Approved allocations of phosphorus pounds from the reserve/emergency pool shall be incorporated as proposed amendments to the phosphorus wasteload allocation in section 73.3 at the next triennial review or rulemaking hearing of this regulation.

- i. If new point source wastewater facilities are proposed for the Chatfield Watershed, the appropriate entities shall apply to the Chatfield Watershed Authority and the Division for a phosphorus allocation. Phosphorus allocation pounds for such new point source wastewater dischargers may be derived from: (1) withdrawals from the reserve/emergency pool pursuant to 73.3(2)(h); (2) nonpoint source to point source trades pursuant to 73.3(2)(e); (3) point source to point source transfers pursuant to 73.3(2)(g); or (4) phosphorus concentration reductions through alternative treatment pursuant to 73.3(2)(f). Applications shall specify the number of desired total phosphorus pounds and how the pounds will be derived as specified in 73.3(2)(i). The Chatfield Watershed Authority shall review the applications for phosphorus allocations in coordination with the Division. The Chatfield Watershed Authority shall take action by approving, conditionally approving, or denying the new phosphorus allocations, and forward its decision to the Division. Thereafter, the Division shall consider the Authority's decision and render the Division's final decision on the new phosphorus allocation. Allocations for new dischargers shall be incorporated into the new discharge permit by the Division and incorporated as proposed amendments to the phosphorus wasteload allocation in section 73.3 at the next triennial review or rulemaking hearing of this regulation.
- j. The Division shall provide notice of any application for a proposed trade in the Chatfield watershed in the monthly Water Quality Bulletin. Such notice shall be provided as early in the process as possible but only after the Division has completed its initial review.
- k. Any person adversely affected or aggrieved by a final decision of the Division on trade credits, transfers, or awards of phosphorus pounds from the Reserve Pool pursuant to section 73.3.2 may request an adjudicatory hearing before the Commission pursuant to the requirements and procedures of section 21.4. 5 CCR 1002-21.

73.4 DETERMINATIONS OF WASTELOAD

For municipal, domestic and industrial discharges, the monthly and annual wasteloads shall be determined as follows:

1. Direct Discharge.

For each direct discharge, monthly phosphorus loads (pounds) contributed shall be determined based upon the following formula:

Monthly Phosphorus Load (pounds) = Monthly volume discharged (million gallons) X Average Phosphorus Concentration (mg/l) for that month X 8.34.

The monthly volume (million gallons) = the sum of all total volumes of effluent measured at each permitted wastewater outfall ÷ number of measurements.

Average Phosphorus Concentration (mg/l) = the sum of the total phosphorus concentrations (mg/l) of all samples for the month ÷ the number of samples collected during the month.

2. Land Application.

- a. Land Treatment. For each land treatment discharge, monthly phosphorus load (pounds) contributed shall be determined based upon the following formulas:

- i. Monthly Phosphorus Load

Monthly Phosphorus Load (pounds) = sum of the Phosphorus Masses (pounds) for the month X Land Application Return Factor.

OR

Monthly Phosphorus Load (pounds) = sum of loads from each land treatment site (monthly Phosphorus Mass at each land treatment site X Area Ratio for the land treatment site X Land Application Return Factor for the land treatment site)

ii. Phosphorus Mass

Phosphorus Mass = $8.34 \times \text{concentration value (mg/l) for phosphorus determined for the sample} \times \text{the volume of water applied to the land (gallons)} \div 1,000,000$

iii. Phosphorus Concentration

Phosphorus concentrations for land treatment sites may be monitored either (1) at the land treatment site below the surface and above the seasonal high groundwater level, or (2) in the system prior to land application.

b. Land Disposal. For each land disposal discharge, monthly phosphorus load (pounds) contributed shall be determined based upon the following formulas:

i. Monthly Phosphorus Load

Monthly Phosphorus Load (pounds) = Monthly volume discharged (million gallons) X Average Phosphorus Concentration (mg/l) for that month X 8.34 X Land Application Return Factor.

ii. Monthly Volume

The monthly volume (million gallons) = the sum of all total volumes measured at or calculated for the month for all wastewater land applied.

iii. Average Phosphorus Concentration

Average Phosphorus Concentration (mg/l) = the sum of the total phosphorus concentrations (mg/l) of all samples for the month \div the number of samples collected during the month.

iv. Phosphorus Concentration

Phosphorus concentrations for land disposal sites must be measured prior to land application.

c. Exemption. The Division may determine that a land application discharger has no phosphorus discharge, or a reduced phosphorus discharge, if the discharger demonstrates that: (1) the discharger land applies, or will land apply, at agronomic rates for the specific vegetative species at the land application site, and (2) the discharger has installed, or will install, soil moisture probes or other systems to assure land application at agronomic rates. Further, for such dischargers, the Division may authorize reduced monitoring requirements for discharge volume or phosphorus.

- d. Site Approval. The Division shall use the return flow percent in a decreed augmentation plan to calculate phosphorus discharge loads for the site application of a land application discharger, if the discharger demonstrates that: (1) the discharger land applies, or will land apply, at agronomic rates for the specific vegetative species at the land application site, and (2) the discharger has installed, or will install, soil moisture probes or other systems to assure land application at agronomic rates.

3. Annual Phosphorus Wasteload.

The annual phosphorus wasteload shall be the sum of the 12 monthly phosphorus loads calculated for that calendar year for permitted wastewater discharge points and sites and shall not exceed the wasteload allocations, set forth in section 73.3.

73.5 MONITORING AND ANNUAL REPORT

1. The Chatfield Watershed Authority shall, in consultation with the Water Quality Control Division, prepare and implement a monitoring and quality assurance project plan and annually review such plan to ensure that the monitoring addresses water quality problems and data transfer requirements associated with the Chatfield Watershed. The Division shall receive an electronic data transfer annually of all water quality data collected by the Authority. Data collection, compilation and transfer protocols will be detailed in the Chatfield Watershed Authority's quality assurance project plan.
2. The Chatfield Watershed Authority shall submit an annual report to the Water Quality Control Division for submittal to the Water Quality Control Commission by May 15. The annual report shall provide information on water quality monitoring, point source loadings and the status of compliance with discharge permit limits and conditions, nonpoint source loadings and the status of nonpoint source control efforts, status of trades approved, model updates, recommendations on any new or proposed expansion of wastewater treatment facilities, and recommendations for improving water quality, as appropriate.
3. For point source discharges, the annual report shall include a summary of actual discharge monitoring data for each permit, with average monthly concentrations of phosphorus and the annual phosphorus poundage discharged for each permit.

73.6 NONPOINT SOURCE CONTROLS

1. The Chatfield Watershed Authority shall develop an implementation program of best management practices for control of erosion and sediments. The Commission shall review the implementation program for existing erosion and sediment control programs as submitted by the Chatfield Watershed Authority at each triennial review of this regulation.
2. The Chatfield Watershed Authority members shall implement nonpoint source control programs for those areas within their jurisdictions with the goal of reducing nonpoint source phosphorus in the Chatfield Watershed so as not to exceed the 33,361 lbs/yr allocation for reservoir base-load and background.
3. If nonpoint source control programs are not implemented, the Commission may adjust the phosphorus total maximum annual load allocations stated in section 73.3 of this regulation, alter water quality monitoring requirements and specify a nonpoint source management program.
4. Constructed structural nonpoint source best management practices shall be monitored by the Chatfield Watershed Authority, agencies, owners, or dischargers to determine total phosphorus removal efficiencies if credits for the controls are to be assigned to point source facilities, as provided under section 73.3(2)(e).

73.7 - 73.10 RESERVED

73.11 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY, AND PURPOSE

The provisions of sections 25-8-202(1)(c), (h) and (2); and 25-8-205; C.R.S., provide the specific statutory authority for adoption of this regulation. The Commission also adopted, in compliance with section 24-4-103(4) C.R.S., the following Statement of Basis and Purpose.

BASIS AND PURPOSE:

The Colorado Water Quality Control Commission adopted a water quality standard for phosphorus for the Chatfield Reservoir on August 14, 1984 of 0.027 mg/l total phosphorus measured throughout the water column in Chatfield Reservoir for the months of July, August and September. The standard was based upon water quality data and hydrologic conditions of 1982.

Total phosphorus loading to the Chatfield Reservoir varies with the water yield in the basin. 1982 water quality data and hydrologic conditions were used to determine the phosphorus standard. However, the phosphorus allocations to different sources, as shown in Section 4.7.3 of this regulation, is based on further modeling of phosphorus loadings estimated for both present and future conditions. The estimated loadings are shown in Table 4 of the Chatfield Basin Study and are adopted as part of the 208 Water Quality Management Plan covering the Chatfield Basin. The total allowable pounds of phosphorus estimated in the Chatfield study is 36,400 pounds per year. This total poundage is not expected to cause the 0.027 mg/l numeric standard to be exceeded, although it may be exceeded at higher water yields. The 0.027 mg/l total phosphorus standard was adopted by the Commission with the intent of maintaining the chlorophyll a level in the reservoir at no more than 0.017 mg/l during the growing season. Although a majority of the phosphorus loading to the Chatfield Reservoir comes from background sources from the South Platte River, the control of point and nonpoint sources of phosphorus to the reservoir is essential to maintaining the water quality and the classified uses of the reservoir. Point source effluent limits have been identified which will meet the numeric standard for total phosphorus in the reservoir, based on projections of point source phosphorus loading in the basin and the modeling of different concentrations of phosphorus as an effluent limit. The 0.2 mg/l 30-day average concentration for point source phosphorus can be achieved by mechanical wastewater treatment or land application of effluent, in most cases. This level of treatment can be provided at a reasonable cost.

The Chatfield Basin Water Quality Study of 1988 indicated that if the expected flows of wastewater in the basin were treated to a level of 0.2 mg/l total phosphorus, then nonpoint sources of phosphorus would not have to be reduced until after the year 2000 and the water quality standard of 0.027 mg/l would be maintained.

Section 4.7.4(4) of the regulation requires that an ammonia wasteload allocation be developed for the Plum Creek Basin. The adopted ammonia standards for segments 8, 9, 10a, 10b, and 11b of the South Platte Basin, which are in the Plum Creek drainage, are 0.02 mg/l unionized or 0.06 mg/l. The Plum Creek drainage is shown in the 1988 305(b) report of the Water Quality Control Division as "threatened" for ammonia. The Plum Creek segments, except for 11 and 11a, are classified for water supply uses. Nitrates from wastewater discharges could impact that use. The original scope of work for the Chatfield Basin Study, which was started in 1985, included a wasteload allocation plan for ammonia as one of the tasks. The wasteload plan was not finished at the time of the control regulation adoption.

The Chatfield Basin Water Quality Task Force has not identified controls or practices for nonpoint sources of phosphorus. However, the estimate of nonpoint sources of phosphorus in the Basin is 9,600 pounds per year. This is a significant source and can be attributed mainly to stormwater runoff in the watershed. Best management practices can be used to reduce phosphorus in stormwater. A goal of 50% removal has been set for nonpoint phosphorus reduction. The nonpoint source control plan required by Section 4.7.5 shall determine if 50% removal basin-wide is achievable and weigh the relative costs and benefits. Hence, the regulation requires that a basin-wide control plan be developed for nonpoint sources and submitted by January 1, 1992. The basin wide control plan may examine the potential for trading point

and nonpoint source phosphorus as a component of the overall plan. This will allow about three years for further studies and development of institutional arrangements for nonpoint source controls.

Section 4.7.6 provides for an annual report on the Chatfield Basin to be submitted to the Commission for the purpose of updating information about water quality in the Basin and to track progress in implementing this regulation and meeting the adopted water quality standards for the Plum Creek Basin and the Chatfield Reservoir.

The Perry Park Water and Sanitation District requested that the compliance date for meeting the point source discharge limit for total phosphorus in section 4.7.4(1) be changed to January 1, 1993, only for their district. The Division intends to provide advance of allowance funding for planning and design of wastewater facility improvements and intends to provide assistance from the State Revolving Fund so that Perry Park can upgrade their treatment facility to meet the 0.2 mg/l phosphorus limit. Such assistance would be available in 1990 providing that Perry Park can qualify financially for the loan. If loan funds are not available to Perry Park, or problems are encountered in completing the project by January 1, 1991, the Division shall give an extension to the compliance date if Perry Park requests a variance from the control regulation and the variance criteria in section 25-8-205(6) of the Water Quality Control Act is met.

The provisions in section 4.7.4(4), 4.7.5, and 4.7.6 of the regulation are expected to be carried out by a basin-wide group of municipal, county, private, and other entities which are currently in the process of formulating an intergovernmental agreement. When this organization is formed, it is expected that such basin group will be designated as management agency for the Chatfield Basin.

73.12 Statement of Basis, Specific Statutory Authority and Purpose - Revisions of January, 1993.

The provisions of sections 25-8-202(1)(c) and (2); and 25-8-205; C.R.S. provide the specific statutory authority for adoption of the attached regulation. The Commission also adopted, in compliance with section 24-4-103(4) C.R.S., the following statement of basis and purpose.

BASIS AND PURPOSE

The Colorado Water Quality Control Commission adopted a regulation for control of phosphorus in the Chatfield Basin in June, 1989. The regulation was based on phosphorus controls to meet the in-lake phosphorus standard of .027 mg/l in the growing season and to not exceed .017 mg/l chlorophyll *a* which is the goal for maintaining the beneficial uses of the reservoir. The standards and goals were based on water quality and hydrologic data gathered in 1982. Monitoring data gathered from 1983 - 1991 indicate that the annual phosphorus loading to Chatfield Reservoir is significantly higher than the 36,400 lbs. per year that was estimated in 1984 to be the assimilative capacity of the reservoir, and that the higher total phosphorus loads have not caused the reservoir to exceed the chlorophyll *a* goal of .017 mg/l. Further modeling of the reservoir indicates that the assimilative capacity of the reservoir for a one in ten year flow regime is 59,000 lbs. per year. When the control regulation was adopted in 1989, the wastewater effluent limitation for phosphorus was 0.2 mg/l. Significant costs have been incurred by the dischargers in the basin to upgrade treatment as well as provide on-going operation and maintenance of advanced treatment facilities. Several dischargers in the basin have not been able to obtain financing for advanced treatment facilities to meet the 0.2 mg/l limit. The Commission adopted the recommendation of the Chatfield Basin Authority and the Division that the effluent limit for total phosphorus be changed to 1.0 mg/l as a 30-day average concentration but with an annual poundage allocation for each discharger that cannot be exceeded. This will increase the allowable phosphorus poundage from point sources to 7,358 lbs. per year. The basis of the annual poundage allocations to the dischargers shown in section 4.7.3(2) is the projected wastewater flow in the year 2000 at an effluent concentration of 0.6 mg/l. Although the effluent limit for phosphorus is 1.0 mg/l, some or all dischargers may be required to meet a concentration less than 1.0 mg/l in order to stay within their wasteload allocation if population growth rates increase. It is assumed that advanced wastewater treatment must be provided to achieve a concentration lower than 0.6 mg/l. It is assumed that each discharger can stay within the annual poundage allocation by achieving an effluent concentration between 0.6 to 1.0 mg/l. The change to a maximum allowable concentration of

1.0 mg/l will save the dischargers significant dollars in capital and operational costs through the year 2000 while keeping algae growth in the reservoir within target levels.

Section 4.7.4(4) has been deleted due in part to much slower population growth in the Plum Creek portion of the Chatfield Basin than what was anticipated. Ammonia data has been collected on Plum Creek since the regulation was adopted which indicates that ammonia concentrations in-stream are low and within the unionized ammonia standard of 0.06 mg/l. Discharge permit limits for total ammonia which are written for design capacity flows at low flow conditions are sufficient to protect the stream without requiring a Plum Creek wasteload allocation for ammonia.

The Commission adopted language which allows for phosphorus credits and trading between point source dischargers and allows point source credits if nonpoint source reductions are demonstrated. This provides for flexibility in point source and nonpoint source phosphorus management while maintaining phosphorus loads within the basin targets and wasteload allocations provided for in this regulation. The Division has administrative authority, after review by the Chatfield Basin Authority, to require documentation of phosphorus reduction and appropriate agreements among parties in the basin to insure that phosphorus credits are justified and that trading arrangements are within the scope of this control regulation.

The Chatfield Basin Authority has spent considerable time within the last year looking at the South Platte watershed, which is the main source of water and phosphorus load to the reservoir, in an effort to assess the potential for nutrient loading reductions. The Authority wishes to investigate whether other dischargers in the upper South Platte basin, such as Woodland Park, Bailey, Fairplay, Florissant, and Alma could reduce phosphorus loading in the future and whether they should be subject to the provisions of this control regulation. This issue is expected to be addressed at the next triennial review of the control regulation.

The Commission added a new section on monitoring to address concerns by the Division of Wildlife and the Division of Parks and Outdoor Recreation that the monitoring program conducted by the Chatfield Basin Authority in recent years may not be sufficient to detect nuisance algae blooms or the conditions that may cause nuisance blooms to occur. The Commission determined that the Water Quality Control Division should take the primary role in determining what the appropriate monitoring parameters and frequencies are, in consultation with other interested parties, so that monitoring data over time will better reflect what is causing water quality problems and may be impacting the beneficial uses of the reservoir. The intent is that the Authority will continue to develop an annual monitoring program which the Division shall have the responsibility to review and recommend changes if needed so that the water quality data will be adequate to assess conditions in the reservoir. Other interested parties shall be provided an opportunity annually to have input on the monitoring plan so that appropriate resources can be directed to address water quality impacts.

A study of phosphorus loadings to Chatfield Reservoir and an assessment of nonpoint source phosphorus in the basin was prepared for the Chatfield Basin Authority by Woodward Clyde Consultants in 1992. The study recommends that structural and non-structural best management practices to control nonpoint source phosphorus be used. A schedule to develop specific projects for phosphorus control is included which recommends that engineering be done in 1993 and 1994 with implementation in 1995. Nonpoint source phosphorus loads are not easily identified and additional time is needed to develop control projects. The Chatfield Basin LEMNA nonpoint source demonstration project will be installed in 1993 and evaluated for phosphorus removal through 1994. Jefferson County has adopted an erosion control and grading regulation effective January, 1992 and Douglas County adopted a drainage criteria and erosion control regulation in October, 1992. These regulations are expected to reduce nonpoint phosphorus loadings to the reservoir. The provisions of these local requirements will be made part of the discharge permit conditions of any stormwater permits which are issued by the Division for construction projects in the basin, industrial activities, and for any municipalities that may be covered by municipal stormwater permits in the future. If progress in implementing best management practices to control nonpoint phosphorus is not evident in future years and if county and/or municipal governments in the Chatfield Basin are not enforcing ordinances or regulations to control such sources, then the Commission

will consider imposing further restrictions on point source dischargers through reduced wasteload allocations and/or more restrictive effluent limits. Specific plans for monitoring of nonpoint source phosphorus loads in the basin must be periodically submitted to and approved by the Division and progress in controlling nonpoint sources will be reviewed at each triennial review of this control regulation.

PARTIES TO THE RULEMAKING HEARING

JANUARY 4, 1993

1. Town of Larkspur
2. Martin Marietta Corp.
3. Roxborough Park Metropolitan District
4. Colorado Division of Wildlife
5. City & County of Denver
6. Douglas County
7. Chatfield Basin Authority
8. Plum Creek Wastewater Authority
9. Perry Park Water and Sanitation District

73.13 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY AND PURPOSE (1996 REVISIONS)

The provisions of sections 25-8-202(1)(c) and (2); and 25-8-205; C.R.S. provide the specific statutory authority for adoption of the attached regulation. The Commission also adopted, in compliance with section 24-4-103(4) C.R.S., the following statement of basis and purpose.

BASIS AND PURPOSE

The Chatfield Basin has been designated as the Chatfield Sub-watershed through the Denver Regional Council of Government's Clean Water Plan. The basin boundary has been modified to a watershed boundary with recognition of drainage from Park County. This control regulation only applies to the Chatfield Sub-watershed portion of the South Platte Watershed.

A modification of the definition of "Chatfield Basin Authority" was considered but not adopted. The proposed definitional change would have described industrial dischargers as "ex-officio members." The purpose of the proposed modification was to describe the status of industrial dischargers such as Lockheed Martin Astronautics, who are assigned a phosphorus wasteload allocation and work closely with the Authority in an advisory capacity, but are not full member signatories to the intergovernmental agreement creating the Authority. A description of the role of these industrial dischargers was deemed unnecessary in this control regulation. The relationship between industrial dischargers and the Authority is already defined by the Chatfield Basin Authority Agreement.

The previous control regulation did not define the water quality conditions which established the reservoir total phosphorus load at 59,000 pounds per year. This 59,000 pound per year total phosphorus load is based on the reservoir's capacity to assimilate total phosphorus from all sources and not exceed the reservoir standard of 0.027 mg/l. The 59,000 pounds per year is related to a one in ten year recurrence low flow condition (Q_{10}) which corresponds to 261,000 ac-ft per year of flow through the reservoir. Therefore, the allowable total phosphorus pounds reaching the reservoir which will not cause an exceedence of the total phosphorus standard is flow dependent.

The point sources of total phosphorus from the Chatfield Sub-watershed are limited to 7,358 pounds per year. The remaining annual total phosphorus load of 51,642 pounds is attributable to a combination of nonpoint and background sources derived from the entire South Platte Watershed. Since limited water quality data exists on the distribution of total phosphorus in the watershed caused by precipitation to the reservoir and base-flow in South Platte River portion of the watershed, a wasteload allocation specific to

background sources can not be reasonably estimated from available data. As a result, the control regulation should not separate the total phosphorus allocation between background and nonpoint sources. The Chatfield Basin Authority should evaluate these background and nonpoint source allocations and report to the Commission at the 1998 Triennial Review.

The Authority recommends that wasteload allocation processes be consistent between adopted basin or watershed control regulations. The land disposal and land application wasteload definitions and determinations as adopted in the Cherry Creek Basin Control Regulation have been incorporated into the Chatfield Sub-watershed Control Regulation. This will allow the Authority and the Division to more efficiently administer land disposal or land treatment wasteloads.

A new section has been added to allow point source to point source trading for total phosphorus. A wastewater treatment facility could be authorized to exceed the 1.0 mg/l effluent limit or allocated wasteload for phosphorus, if an alternate permitted facility makes an equivalent reduction in either effluent limit or wasteload allocation. This provision will allow for flexibility among permitted facilities to accommodate unexpected growth and development.

The Chatfield Basin Authority submitted a nonpoint source compliance report to the Water Quality Control Commission in January 1996 which was approved. A summary report defines the nonpoint source management program and ongoing activities of the Authority. The Authority will continue to maintain a nonpoint source management program. Structural best management practices constructed within the watershed will be evaluated by the Authority to determine the total phosphorus removal efficiencies. This efficiency data can be used in assigning nonpoint source credits to point sources as part of a phosphorus trading program.

A change to the annual report from the Authority to the Commission was made. The annual report will be made available to the Commission on or before May 15 of each year which covers the previous calendar year.

PARTIES TO THE RULEMAKING HEARING

SEPTEMBER, 1996

1. Chatfield Basin Authority
2. Lockheed Martin Astronautics
3. The City of Westminster

74.14 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY AND PURPOSE: JULY, 1997 RULEMAKING

The provisions of sections 25-8-202 and 25-8-401, C.R.S., provide the specific statutory authority for adoption of the attached regulatory amendments. The Commission also adopted, in compliance with section 24-4-103(4) C.R.S., the following statement of basis and purpose.

BASIS AND PURPOSE

The Commission has adopted a revised numbering system for this regulation, as a part of an overall renumbering of all Water Quality Control Commission rules and regulations. The goals of the renumbering are: (1) to achieve a more logical organization and numbering of the regulations, with a system that provides flexibility for future modifications, and (2) to make the Commission's internal numbering system and that of the Colorado Code of Regulations (CCR) consistent. The CCR references for the regulations will also be revised as a result of this hearing.

73.15 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY AND PURPOSE (1999 REVISIONS)

Sections 25-8-202 and 25-8-205, C.R.S., provide the specific statutory authority for adoption of the revisions to this regulation. The Commission also adopted, in compliance with Section 24-4-103(4), C.R.S., the following statement of basis and purpose.

BASIS AND PURPOSE

The 1999 Revisions to the Chatfield Reservoir Control Regulation (“Control Regulation”) address two major substantive issues: (1) phosphorus allocations, and (2) land application discharges.

The revisions pertaining to phosphorus allocations have two primary purposes. First, the revisions clarify and slightly modify the total maximum phosphorus allocation for the Chatfield Reservoir (“Reservoir”) and describe in greater detail how the allocations were calculated and distributed. Second, the allocation revisions amend and expand mechanisms for point source dischargers in the Chatfield Watershed to obtain additional phosphorus wasteload allocations.

The revisions concerning land application were adopted for two reasons. First, the modifications introduce a land application return factor into the formulas used to calculate phosphorus wasteloads for land application discharges. This change coordinates aspects of the state augmentation plan process (as decreed in Water Court and administered by the State Engineer) with Control Regulation requirements. Second, the land application revisions clarify and define certain monitoring and reporting requirements for land application dischargers.

Finally, in addition to the phosphorus allocation and land application modifications, this action also implements minor, miscellaneous changes.

I. PHOSPHORUS ALLOCATION REVISIONS

Total Phosphorus Allocation

The 1993 revisions to the Control Regulation established a total aggregate phosphorus allocation – or Total Maximum Annual Load (“TMAL”) – for loadings to the Reservoir of 59,000 pounds per year at a flow of 261,000 acre-feet per year. The 1999 revisions do not modify the overall TMAL of 59,000 pounds per year, but rather, provide additional explanation for the basis and distribution of the loading.

Explanation of TMAL

The revisions clarify that the TMAL for the Reservoir is based upon the formula of TMAL [59,000 pounds per year] = Chatfield Watershed (Reservoir base-load [13,400 pounds per year] + background [20,312 pounds per year] + wasteload allocation [7,358 pounds per year]) + Upper South Platte River Watershed (Reservoir base-load [6,000 pounds per year] + background [11,842 pounds per year] + Summit County Wasteload allocation [88 pounds per year]) + Margin of Safety. The formula takes into consideration that the Chatfield Reservoir receives phosphorus loadings from both the Chatfield Watershed, which is subject to the restrictions in the Control Regulation, and the Upper South Platte River Watershed, which is currently uncontrolled and outside the scope of the Control Regulation. The Chatfield Watershed, which is depicted in Figure 1, is defined as: (a) all portions of Plum Creek, and its tributaries, including segments 8, 9, 10a, 10b, 11a, 11b, 12 and 13; and (b) the South Platte River downstream of Strontia Springs Reservoir outfall, including the portions of segments 6 and 7 below Strontia Springs Reservoir outfall. The Upper South Platte River Watershed is depicted in Figure 2 and is defined as: all portions of the South Platte River, and its tributaries, from the river’s headwaters through Strontia Springs Reservoir, including Segments 1a, 1b, 2a, 2b, 2c, 3, 4, 5a, 5b, 5c and the portions of Segments 6 and 7 above Strontia Springs Reservoir outfall.

Components of TMAL

The revisions provide an expanded explanation and definition of the various components of the TMAL. Previously, the Control Regulation simply provided that point sources of phosphorus to the Reservoir (wasteload allocation) were limited to 7,358 pounds per year, and nonpoint and background sources (load allocation) were limited to 51,642 pounds per year. The 1999 revisions clarify that the TMAL is comprised of loadings from both the Chatfield Watershed (41,070 pounds per year) and the Upper South Platte River Watershed (17,930 pounds per year), and the revisions explain in greater detail the distribution of the loadings within the two watersheds. The loading allocation of 41,070 pounds per year for the Chatfield Watershed is comprised of: 13,400 pounds per year for "Reservoir base-load," 20,312 pounds per year for "background," and 7,358 pounds per year for point source wasteload allocations. The 17,930 pounds per year allocation for the Upper South Platte River Watershed consists of: 6,000 pounds per year for Reservoir base-load, 11,842 pounds per year for background, and 88 pounds of wasteload allocation to Summit County. For both watersheds, "Reservoir base-load" represents the average measured total phosphorus load reaching the Reservoir. For these revisions, the Reservoir base-load was determined using five years of data, 1993-1997. See DRCOG, Chatfield Historical Report, 1997.

Total "background" for the TMAL, 32,154 pounds per year (Chatfield and Upper South Platte River Watersheds combined), was calculated by subtracting total Reservoir base-load (19,400 pounds per year) and total wasteload allocations (7,446 pounds per year) from the TMAL (59,000 pounds per year). See Section 73.2(1) for definition of background. Background, which also has been sub-divided by watershed, is a significant buffer between total measured loadings (Reservoir base-load + wasteload allocations) and the total allowable loading (TMAL) for the Reservoir.

Implicit Margins of Safety in the TMAL

The revisions identify the implicit margins of safety in the TMAL. Although these margins of safety have been incorporated since the TMAL of 59,000 pounds per year was established in 1993 and have not changed, the Water Quality Control Division ("Division") requested further explanation of the margins of safety. The implicit margins of safety were derived from conservative assumptions used in the Reservoir loading model.

The first margin of safety relates to conservative flow assumptions. The annual flow of 261,000 acre-feet/year used to calculate the TMAL figure was established by evaluating a cumulative distribution of flows from six years of data (1985 through 1990) to predict the probability of given annual flows. A conservative assumption of a one in ten year flow, or Q_{10} , was applied to derive an annual flow of 261,000 acre-feet for the TMAL. The Q_{10} flow of 261,000 acre-feet/year was utilized to develop the TMAL. Q_{10} is protective, because there is a 90% probability that the Q_{10} flows and loads under the TMAL will not be exceeded each year. See Woodward-Clyde Consultants, Nonpoint Source Management Plan for the Chatfield Reservoir, Colorado (Sept. 1992) ("Woodward-Clyde Chatfield Report, 1992"). In response to Thornton's concerns that the TMAL model only relied upon 5 years of data, the Authority has confirmed the validity of the Q_{10} by recalculating the Q_{10} using 14 years of available data (1985 through 1998), rather than six. The Q_{10} recalculated with the larger data set was approximately 255,000 acre-feet, within 3% of the original Q_{10} estimate. Further, monitoring conducted in the Chatfield Watershed also confirms that this implicit margin of safety exists. Data collected since 1986 substantiate that the TMAL's margin of safety has generally ranged between 15,000 and 25,000 pounds per year. See Denver Regional Council of Governments, 1997 Chatfield Watershed Authority Annual Report (May 1998).

The second implicit margin of safety is a 13% upward bias for total loading to the Reservoir. See Woodward-Clyde Chatfield Report, 1992. The model, therefore, slightly overestimates the amount of phosphorus that will reach the Reservoir each year, a conservative and protective assumption.

The third implicit margin of safety concerns phosphorus concentrations in the Reservoir. See Woodward-Clyde Chatfield Report, 1992; and DRCOG, Chatfield Watershed and Reservoir 1986 – 1995 Historical Data Analysis and Monitoring Program Review (July 1997) ("DRCOG, Chatfield Historical Report, 1997"). Due to the conservative assumptions in the model, phosphorus concentrations in the Reservoir could be 32% greater (than the 27 mg/l standard in the Control Regulation) and would still attain the chlorophyll a

goal of 17 mg/l. Thus, the model provides a 32% margin of safety for phosphorus concentrations in the lake.

Upper South Platte Allocations

The 1999 revisions clarify that the loading components from the Upper South Platte River Watershed (Reservoir base-load, background and wasteload allocation) incorporate all point and nonpoint sources upstream of Strontia Springs Reservoir outfall, including 88 pounds per year of total phosphorus from wastewater that originates in Summit County and is discharged into the Roberts Tunnel. See Footnote 2 (Section 73.3(1)(b)). Sources from the South Platte River upgradient of Strontia Springs Reservoir outfall have been identified as either Reservoir base-load sources or background, but the revised Control Regulation does not sub-allocate these South Platte loadings, because loadings from the Upper South Platte River Watershed, including point sources, are not subject to the controls of this regulation. A separate watershed association has been formed for the Upper South Platte River Watershed, and this association should establish, as necessary, allocations for the point and nonpoint sources in the Upper South Platte River Watershed, in order to assure that Reservoir base-load and background limits are achieved in the South Platte above the Strontia Springs Reservoir outfall. (Current monitoring indicates that these upper South Platte base-load and background levels are being met at the Strontia Springs Reservoir monitoring station.)

The TMAL revisions modify one point source wasteload allocation. The total point source wasteload allocation for the Chatfield Watershed remains at 7,358 pounds per year, but the 88 pounds per year that were previously allocated to Summit County point sources have been placed in a “reserve/emergency pool” for future allocations. All sources upstream of Strontia Springs Reservoir outfall, including point sources from Summit County, have now been incorporated into the TMAL as Reservoir base-load, background and wasteload allocation from the “Upper South Platte River Watershed.” (Point sources upgradient of Strontia Springs Reservoir outfall, except Summit County, do not have specific allocations, and such analysis and allocations were beyond the scope of this study.) The remaining wasteload allocations in the Control Regulation have not been modified.

Mechanisms for Point Sources

In addition to modifying and explaining the TMAL, the 1999 revisions address four mechanisms for point sources in the Chatfield Watershed to obtain additional phosphorus wasteload allocations. These mechanisms are: (1) nonpoint source to point source trades; (2) alternative treatment arrangements for phosphorus concentration reductions; (3) point source to point source transfers; and (4) reserve/emergency pool allocations. The purpose of the revisions is to simplify and expand options for point sources to acquire additional wasteload allocations for their facilities.

The existing Control Regulation already provides for nonpoint source to point source trades and alternative treatment arrangements for phosphorus concentration reductions. The revisions clarify and modify these two existing mechanisms and also introduce two new mechanisms, point source transfers and reserve/emergency pool allocations.

For the two existing mechanisms, nonpoint to point source trades and alternative treatment arrangements, the revisions authorize the Chatfield Watershed Authority (“Authority”) to approve such trades and arrangements. This change was made to simplify and expedite the process for point sources to obtain additional allocations. Also, the Authority, as the entity with primary responsibility for water quality in the Chatfield Watershed, is well qualified to make informed and timely decisions on applications for wasteload allocations. All Authority approvals of trade credits and alternative arrangements, however, remain subject to review and confirmation by the Division. A modification allows trade ratios for nonpoint-point source trades that are less than 2:1, on a site-specific basis, if such lower ratio is substantiated by greater nonpoint source phosphorus removals. The Authority must develop detailed trading guidelines which will set forth, inter alia, the specific criteria and standards for establishing trade ratios less than 2:1, before trades with ratios less than 2:1 will be approved.

The revisions also introduce two new mechanisms for point source allocations: point source transfers and reserve/emergency pool allocations. In point source transfers, one point source discharger may agree to transfer all or part of its phosphorus wasteload allocation to another point source discharger. In reserve/emergency pool allocations, point source dischargers in the Chatfield Watershed may apply to the Authority for phosphorus wasteload allocation pounds from the reserve/emergency pool. Currently, the reserve/emergency pool for future allocations contains 88 pounds per year. As with nonpoint to point source trades and alternative arrangements, the Authority may approve point source transfers and emergency/reserve pool allocations, subject to review and confirmation by the Division.

Finally, the 1999 revisions explicitly provide that the Authority may utilize any of the four mechanisms for additional phosphorus wasteload allocations – nonpoint to point source trades; alternative treatment arrangements for concentration reductions; point source transfers; or reserve/emergency pool allocations – to approve allocations for new point source dischargers not listed at Section 73.3(2)(b).

II. LAND APPLICATION REVISIONS

Return Flow Factors

The revisions modify the formula for determining phosphorus loads from land application dischargers by incorporating a “land application return factor” into the equations at Section 73.4 used to determine monthly phosphorus loads for land treatment and land disposal dischargers. The land application return factor represents the estimated percent of water discharged by a wastewater treatment plant utilizing land application that reaches the streams, tributaries, or alluvium in the Watershed system subject to the Control Regulation. Return flows can vary considerably depending on site location and geology.

The revised Control Regulation establishes two simple formulas for determining the specific land application return factor for each land application site: (1) for sites with augmentation plans decreed by Colorado District Court, Water Division I (“Water Court”), the land application return factor for a particular site is equal to the return flow percent specified in the decreed augmentation plan for the land application site; and (2) for sites without decreed augmentation plans or for those who elect not to use the return flow percent in their decree, the land application return factor is equal to the area of the land treatment site divided by the sum of the surface areas of all lysimeters. The two formulas allow facilities the flexibility to select for their land application return factor either the return flow percents in their augmentation plans or the area ratio of their site.

The augmentation plan return flow percents are premised on the scientific and legal findings of the Office of the State Engineer, Division of Water Resources (“State Engineer”) and Water Court. The return flow percent in an augmentation plan is a scientifically-based figure that will have been previously scrutinized by the State Engineer and judicially decreed in Water Court pursuant to 37-90-137(9)(c)(I), C.R.S. In this administrative and judicial process, moreover, the State Engineer and Water Court already will have considered the unique conditions at the site, including: the location of the site in the Watershed, site geology and hydrology, and the distance from the land application site to streams, tributaries and alluvium. The most common method determining return flow percents for augmentation plans is the Glover technique, which calculates return flow volumes and models the time required for return flows to accrue in a river system. The State Engineer relies on the Glover technique, and other accepted methods and models such as Modflow, to calculate return flow percents for specific areas. Computations are based upon site-specific information for the study area, including physiography, geology, groundwater hydrology, groundwater flux assessments, drainage, and hydrology. The Water Court also has endorsed these methods as appropriate techniques for quantifying return flow factors for the State of Colorado. Because this particular formula utilizes information from decreed augmentation plans, the formula is, as a practical matter, limited to those dischargers at sites covered by augmentation plans that include return flow percentages. This is a reasonable approach, because the information considered and approved in the augmentation plan process establishes a sound, scientific basis for land application return factors. Discharges without augmentation decrees with return flow percentages, or discharges who opt not to use this method, will apply a land application return factor based on the lysimeters and area ratio of their sites.

Consistent with the addition of a land application return factor, the revisions also specify an alternative formula at 73.4, in addition to the existing formula (as amended to include a return flow factor), for determining phosphorus loads from land treatment discharges. The new equation calculates the monthly phosphorus load for a discharger as the sum of the individually-calculated monthly loads from each land treatment site. The new formula accounts for potential return flow variability, because it applies return factors separately for each land treatment site, whereas the existing formula applies one return factor to all of a facility's discharges. Therefore, if a single discharger land applies to multiple areas with different land application return factors, the new formula reflects these differences, proportionally, in the total load.

Phosphorus Concentration

The revised Control Regulation allows land treatment dischargers to sample for phosphorus concentration either (1) at the land application site below the surface and above the seasonal high groundwater level, or (2) in their systems prior to land treatment. The revisions also confirm that concentrations for land disposal discharges must be measured prior to land application.

The former version of the Control Regulation did not specify where land treatment discharges must sample phosphorus concentration, but implied that phosphorus concentrations should be measured in lysimeters. The revisions clarify these requirements and authorize land treatment dischargers to either reflect nutrient uptake by soils and vegetation when measuring phosphorus or comply with phosphorus limitations before land application. If a discharger chooses to measure phosphorus below the surface, the facility may use lysimeters, piezometers, or any other appropriate measurement devices.

Exemption

The revised Control Regulation provides that the Division may determine that a land application discharger has no phosphorus discharge, or a reduced phosphorus discharge, if the discharger demonstrates that it land applies at agronomic rates and that it has installed, or will install, soil moisture probes or other systems to assure treatment at agronomic rates. Agronomic rates, which vary by vegetative species, measure the rate at which plants consume constituents in the soil, like nutrients. Information on agronomic rates for particular species is primarily available from governmental or educational institutions such as Colorado State University. In addition, for such dischargers treating at agronomic rates, the Division may grant a partial exemption from monthly volume or phosphorus monitoring requirements. These provisions are intended to address a common scenario in which a land application discharger treats at very efficient rates and, thus, rarely measures any reportable discharge or phosphorus. The no discharge determination and the exemption allow dischargers that can demonstrate treatment at agronomic rates to avoid burdensome monitoring and reporting requirements.

Site Approvals

The revisions provide that the Division shall use the return flow percent specified in an augmentation plan to calculate phosphorus discharge loads for the site application of a land application discharger, if: (1) the discharger demonstrates that it land applies, or will land apply, at agronomic rates for the specific vegetative species at the land application site, and (2) the discharger has already, or will, install soil moisture probes or other devices to assure land application at agronomic rates. This provision encourages dischargers to land apply at efficient, agronomic rates.

III. MISCELLANEOUS REVISIONS AND ISSUES

The 1999 revisions specifically enumerate Douglas and Jefferson counties as the two counties subject to the requirements in Sections 73.5 and 73.6 for monitoring, annual reporting, and nonpoint source controls. The revisions also clarify that the requirements of Sections 73.5 and 73.6 may be implemented by water quality entities as separate management agencies or jointly as a watershed association. Finally, the revisions provide that the Water Quality Control Commission may adjust TMAL allocations, modify

water quality monitoring requirements or specify nonpoint source management measures, if the nonpoint source management programs mandated in Section 3.6 are not implemented.

Based on issues raised by some of the parties to the rulemaking hearing, the Commission recommended that, for the next triennial review, the Authority and the Upper South Platte Watershed Protection Association, in consultation with the Division, monitor and validate the modeling assumptions and partitioning of load allocations for each watershed proposed in the amended regulation.

IV SPECIFIC AMENDMENTS

Section 73.2 -- Definitions

Definitions for the following terms were added to Section 73.2: "Background," "Land application return factor," "Margin of safety," "Reserve/Emergency Pool," "Reservoir base-load," "TMAL," and "Upper South Platte River Watershed." Figure 1 also has been updated, and Figure 2, which depicts the Upper South Platte River Watershed, has been added. The term "Chatfield Sub-watershed" has been changed to "Chatfield Watershed" to more properly describe the nature of the watershed area subject to the Control Regulation, and the definition has been modified to clarify that the Chatfield Watershed includes all portions of Plum Creek, and its tributaries, as well as the South Platte River downgradient of the Strontia Springs Reservoir outfall. The term "Chatfield Basin Authority" has been amended to "Chatfield Watershed Authority" to reflect the Authority's name change. Lastly, the definition of "Nonpoint Source" has been modified to state that nonpoint source means any activity or facility other than a point source in the Chatfield Watershed with a wasteload allocation specified at Section 73.3(2)(b).

Section 73.3 – Total Maximum Annual Load Allocation

The titles of Sections 73.3 and 73.3(1) have been revised to more properly refer to the total phosphorus allocation for the Chatfield Watershed as a "Total Maximum Annual Load" rather than a "Wasteload Allocation."

Section 73.3(1)(b) sets forth, in detail, the Total Maximum Annual Load ("TMAL") for the Chatfield Reservoir. The TMAL is defined as: $TMAL = \text{Chatfield Watershed (Reservoir base-load + background + wasteload allocation)} + \text{Upper South Platte River Watershed (Reservoir base-load + background + Summit County wasteload allocation)} + \text{Margin of Safety}$. The margin of safety is an implicit component of the TMAL based upon conservative modeling assumptions. The allocation for the Chatfield Watershed consists of Reservoir base-load, background, and a wasteload allocation for point sources, and the allocation for the Upper South Platte River Watershed is comprised of Reservoir base-load, background, and Summit County wasteload allocation. The Upper South Platte River Watershed allocation also incorporates all point and nonpoint sources upstream of the Strontia Springs Reservoir outfall, including 88 pounds per year of total phosphorus from point source wastewater originating in Summit County and discharged into the Roberts Tunnel. The "Reservoir base-load" for both watersheds represents the average measured total phosphorus load reaching the Reservoir. A table has been added to Section 73.3(1)(b) to enumerate the different components of the TMAL. Both Reservoir base-load and background are comprised of loadings from both the Chatfield Watershed and the Upper South Platte River Watershed.

The 88 pounds per year of total phosphorus allocated to the reserve/emergency pool in the 1999 revisions was previously allocated to Summit County in the prior version of the Control Regulation. The former allocation was premised on a written agreement between Summit County and the Denver Water Department that allowed for the direct discharge of tertiary-treated wastewater effluent into the Robert's Tunnel, which discharges into the North Fork of the Upper South Platte River near Grant. A DRCOG Technical Memorandum dated November, 1986, which was included as part of the Chatfield Basin Master Plan, quantified the 88 pounds per year from Summit County.

It is still anticipated that treated effluent in Summit County could be discharged into the Robert's Tunnel in the future. Because the transport of phosphorus from the Upper South Platte River to the Reservoir is not well understood, it is reasonable for Summit County's allocation to remain with the allocation for the Upper South Platte River Watershed.

Section 73.3(2)(b), which lists specific phosphorus wasteload allocations by individual point source, has been amended to reflect that 88 pounds per year have been placed in a "Reserve/Emergency Pool" for future phosphorus allocations.

Section 73.3(2)(c), which explained the 88 pounds per year allocation to Summit County, has been deleted, and thus 73.3(2)(d) now becomes 73.3(2)(c). And, sequentially, Section 73.3(2)(e) now becomes 73.3(2)(d), and 73.3(2)(f) now becomes 73.3(2)(e).

Sections 73.3(2)(d) (formerly 73.3(2)(e)), regarding allocations of phosphorus trade credits, and Section 73.3(2)(e) (formerly Section 73.3(2)(f)), regarding alternative treatment arrangements for phosphorus concentration reductions, have been amended to allow the Authority to approve trade credit awards and alternative treatment arrangements. All Authority approvals of trade credit allocations and alternative treatment arrangements remain subject to review and confirmation by the Division.

New Section 73.3(2)(f) provides that the Authority may approve phosphorus allocation transfers from one point source to another point source. Both dischargers must jointly apply to the Authority for the transfer with a written agreement that specifies modifications in wastewater flows and treatment performance. The Authority may approve point source to point source transfers, subject to review and confirmation by the Division.

New Section 73.3(2)(g) authorizes the Authority to award allocations from the reserve/emergency pool to point source wastewater dischargers in the Chatfield Watershed. Dischargers desiring allocations must apply to the Authority and specify the number of pounds desired, and the Authority may approve such allocations, subject to review and confirmation by the Division. Reserve/emergency pool allocations will be applied to the discharger's wasteload allocation and incorporated as amendments to the allocations in Section 73.3 at the next triennial review of the Control Regulation.

New Section 73.3(2)(h) provides that the Authority may approve phosphorus wasteload allocation pounds for new point source dischargers in the Chatfield Watershed. Phosphorus wasteload allocation pounds for such new dischargers may be derived from: (1) the reserve/emergency pool, (2) trade credits from nonpoint source reductions, (3) a point source to point source transfer, or (4) a phosphorus concentration reduction through an alternative treatment arrangement. New dischargers desiring an allocation must submit an application to the Authority specifying the number of desired pounds and which of the four mechanisms will be used to establish the allocation. The Authority has been authorized to approve allocations for new dischargers, subject to review and confirmation by the Division.

Section 73.4 – Determination of Wasteload

Section 73.4(1), which previously did not contain a heading, was renamed "Direct Discharge," and the provisions in 73.4(1) pertaining to land disposal were moved to Section 73.4(2).

Section 73.4(2) was renamed "Land Application" and was reorganized into four subsections, (a) – (d). Section 73.4(2)(a), "Land Treatment," and section 73.4(2)(b), "Land Disposal," modify the equations for calculating phosphorus loads from land treatment and land disposal discharges, respectively, by adding a land application return factor to the formulas. Also, section 73.4(2)(a) includes an additional, alternative formula for determining phosphorus loads from land treatment discharges. In the new formula, monthly loads are calculated by adding the individual monthly loads from each land application site rather than in the aggregate. Sections 73.4(2)(a) and 73.4(2)(b) also were amended to clarify requirements for measuring phosphorus concentration. Section 73.4(2)(a)(iii) provides that land treatment dischargers may monitor for phosphorus either at the land application site below the surface or in their systems prior

to land application. Section 73.4(2)(b)(iv) confirms that land disposal dischargers must measure phosphorus before land application.

Section 73.4(2)(c), "Exemption," was added to provide that the Division may determine that a land application discharger has zero phosphorus discharge, or a reduced phosphorus discharge, if the discharger demonstrates that it land applies at agronomic rates and that it has installed, or will install, systems to assure land application at agronomic rates. Section 73.4(2)(c) also authorizes the Division to partially exempt such dischargers from volume or phosphorus monitoring requirements.

Section 73.4(2)(d), "Site Approval," was added to provide that the Division shall use the return flow in an augmentation plan to calculate phosphorus loads for a land application discharger's site application, if: (1) the discharger demonstrates that it land applies, or will land apply, at agronomic rates, and (2) the discharger has installed, or will install, soil moisture probes or other devices to assure land application at agronomic rates.

Section 73.5 – Monitoring and Annual Report, and Section 73.6 – Nonpoint Source Controls

In Section 73.5 and Section 73.6, the term "counties" has been replaced by "Douglas County, Jefferson County" to clarify that these two counties are responsible for the monitoring, annual reporting, and nonpoint source control requirements under the Control Regulation. Section 73.5 and 73.6 also have been modified to specify that the requirements for monitoring, annual reporting, and nonpoint source controls may be implemented by individual entities as separate management agencies or jointly as a watershed association. Section 73.6(2) has been revised to clarify that the limitation for total nonpoint sources to the Chatfield Watershed is 33,712 pounds per year (Reservoir base-load + background), and that stormwater and nonpoint management controls in the Chatfield Watershed must be implemented to assure that this limit is not exceeded.

Section 73.6(3) has been modified to provide that if nonpoint source control programs are not implemented, the Commission may adjust phosphorus allocations under the TMAL, amend water quality monitoring requirements, or specify a nonpoint source management program in the Chatfield Watershed.

Section 73.6(4) has been amended to clarify that monitoring of best management practices ("BMPs") in the Chatfield Watershed shall be conducted by one or more of the following entities: the Authority, other agencies, owners of BMPs, or dischargers.

PARTIES TO THE RULEMAKING HEARING

1. Chatfield Watershed Authority
2. Jackson Creek Ranch, LLC
3. City of Thornton
4. Summit County Government Snake River Wastewater Treatment Plan
5. Roxborough Park Metropolitan District
6. Plum Creek Wastewater Authority

73.16 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY AND PURPOSE (OCTOBER 2005 RULEMAKING HEARING EFFECTIVE JANUARY 30, 2006)

Sections 25-8-202 and 25-8-205, C.R.S., provide the specific statutory authority for adoption of the revisions to this regulation. The Commission also adopted, in compliance with Section 24-4-103(4), C.R.S., the following statement of basis and purpose.

BASIS AND PURPOSE

The Commission has adopted changes for this regulation, which include the addition of revised and new definitions, recognition that the margin of safety in the total maximum annual load equation is not an implicit margin of safety, adjusting the wasteload allocations for total phosphorus based on nonpoint source to point source trades and a reallocation within the Chatfield Watershed, identifying how reclaimed wastewater applies to the wasteload allocation, recognizing four new wastewater treatment facilities, directing the Authority and the Division to coordinate review and actions on trade applications, clarifying that the Division shall consider the Authority's decisions on trades in rendering its final decisions on such trades, incorporating an opportunity for public comment on trades, noticing that the Division's decisions on trades are subject to an adjudicatory process, identifying the Authority as the monitoring and reporting authority, identifying the quality assurance project plan as the mechanism to identify data collection, compilation and transfer protocols, recognizing that the Authority is responsible for the development of an implementation program of best management practices, specifying that the Authority will implement a nonpoint source management program, identifying additional components of the annual report including trades and modeling efforts, and adding a revised watershed map with all point sources located.

Several minor typographical errors were corrected throughout the regulation, such as the spelling of "Dillon."

In section 73.2, the following definitions were modified or added. A new figure 1 was added to the regulation reflecting an updated watershed boundary and the location of all wastewater treatment plants. The definition for the Authority was revised to recognize the existing and potential members of the Authority. The Authority is a water quality management agency within the areawide planning process of the Denver Regional Council of Governments. A phrase was added to the definition of "nonpoint source" to recognize that runoff from significant wildland fires, such as the Hayman burn, is classified as a nonpoint source and is accounted for in the wasteload allocation process as part of the background allocation. A new definition of "regulated stormwater" was added since Douglas and Jefferson Counties have stormwater management programs. Jefferson County is a new phase II stormwater permittee. As a point of clarification, the regulation notes that current stormwater permit holders (Douglas and Jefferson Counties) are not subject to the point source total phosphorus wasteload allocation in section 73.3. A definition of the Authority "Trading program" was added to the regulation, which identifies the Authority as the entity administering the trading program within the Chatfield Watershed. A new definition of "wastewater treatment facility" was added to the regulation, which identifies wastewater operations subject to the point source wasteload allocations in section 73.3.

The Commission recognizes that the Authority has an active nonpoint source to point source trading program as defined in its trading guidelines. This trading program allows for a trade ratio reduction in specific nonpoint source trade projects. This trading program results in the net reduction of annual pounds of nonpoint source total phosphorus within the Chatfield Watershed. This poundage reduction alters the total phosphorus allocations defined in the adopted "total maximum annual load or TMAL". However, the trades do not change the adopted TMAL, which remains as a flow dependent calculation of 59,000 pounds of total phosphorus at a total reservoir inflow volume of 261,000 ac-ft/ year. The trades effectively reduce the amount of total phosphorus assigned to the background allocation category within the Chatfield Watershed distribution by 351 pounds of total phosphorus per year. The assigned total phosphorus background allocation is reduced from 20,312 to 19,961 pounds. The trades result in an increase to the point source allocation within the Chatfield Watershed distribution from 7,358 to 7,533 pounds of total phosphorus using a 2:1 trade ratio. These trades do not affect the total allocation assigned to the "Upper South Platte Watershed".

The Commission recognizes the value of the Authority-maintained long-term data record to quantify the distributions of total phosphorus as inputs into Chatfield Reservoir. The Authority uses monitoring data to measure the response of chlorophyll productivity to the total phosphorus loading. The control regulation total phosphorus allocations reflect a data-driven predictive and monitoring strategy that better defines the limnological response of the reservoir to total phosphorus loading. A new footnote was added to 73.3(1) (b) that recognizes how the total phosphorus trades in the Chatfield Watershed can alter the wasteload allocations. It was noted that the margin of safety defined in the control regulation is not scientifically defined as an "implicit" margin of safety, so the term implicit was removed from the regulation.

A new footnote was added to the “Wasteload Allocation (point sources)” in the TMAL allocation table for point source discharge permit holders and stormwater permittees. This footnote states that dischargers or stormwater permittees in compliance with their permits will not have these limits modified prior to any future adjustment of classifications or standards by the Commission when attributable to factors such as wildland fires.

A new section is added to 73.3 (2) (a) to clarify that the use of reclaimed wastewater (pursuant to regulation 84) is subject to the provisions of this regulation including trading provisions. As a result, the subsequent subsections and internal cross-references were re-lettered.

In section 73.3 (2) (c), four new wastewater treatment facilities are added with the corresponding total phosphorus wasteload allocations. The existing Sacred Heart Retreat discharge system is assigned 15 pounds of total phosphorus from the reserve pool through 2010, which corresponds to the issuance period of the current wastewater discharge permit. The facility will develop a monitoring system and evaluate alternatives for a permanent wasteload allocation within the 5-year permit period. Three new treatment plants are scheduled to provide future wastewater service, and these allocations reflect approved trades being incorporated into this Control Regulation. The Authority applied a 2:1 trade reduction (nonpoint source: point source) for three projects in the watershed: the Ponderosa Retreat Center, the Centennial Water and Sanitation District and the Law Enforcement Training Facility, and the Jackson Creek Ranch. The Ponderosa and Centennial Water and Sanitation District allocations are supported by trades that convert nonpoint source total phosphorus to point source pounds through the closure of multiple septic systems. The Jackson Creek Ranch allocation is supported by an agreement for a point source to point source trade with the Roxborough Park Metro District and nonpoint source to point source trade reductions.

The Commission modified the Chatfield trading program in sections 73.3(2)(e) through (i) to clarify the Division’s authority to make final decisions on transfers, trade credits, and awards from the reserve/emergency pool to the dischargers in the Chatfield watershed. The Authority will continue to implement its historic application review and decision process on trade applications.

The Commission understands that the Chatfield Trading Guidelines (Guidelines) are acceptable to the Division and that the Division and the Authority are working to fine-tune the Guidelines to add a description of a coordinated review process. The Commission expects the Authority and Division to work expeditiously to complete this work and, in making revisions, encourages the Authority and the Division to consider the other basin trading programs in the State as possible models. Nevertheless, an applicant seeking approval of: (1) modifications to existing phosphorus allocations or new phosphorus allocations through trades, temporary transfers, or the Reserve Pool, or (2) modifications to phosphorus concentrations (all collectively “trades”) shall submit duplicate applications to the Authority and the Division. The Division will strive to approve or disapprove a trade within 60 days after the Authority Board’s decision on the trade. At its next triennial review of this regulation, the Commission will evaluate the process that the Authority and Division have developed and will determine how well the process is working with respect to the coordinated review process and the timeliness of their approval.

In reviewing an application, the Authority and the Division shall use the criteria outlined in the Chatfield Watershed Authority Water Quality Trading Guidelines, unless such Guidelines are modified without Division concurrence. If the Chatfield Watershed Authority Water Quality Trading Guidelines do not address an issue such as antibacksliding or antidegradation, then the Authority and the Division will defer to the Colorado Pollutant Trading Policy.

New sections 73.3 (2)(j) and (k) were added to require public notice of proposed trades and to provide that any person adversely affected or aggrieved by a Division decision on a total phosphorus trade may request an adjudicatory hearing before the Commission. These notices will provide an opportunity for third parties to review and comment upon proposed trades. The Authority has, and will continue, to provide notice of its meetings, including agendas, where trades will be considered.

Upon the effective date of the revisions to the regulation, any trades that have been approved by the Authority but have not been incorporated into a permit or are not reflected in a new or increased wasteload allocation in section 73.3(2)(c) will be subject to Division approval under the aforementioned process.

Because trades may affect effluent limits and wasteload allocations in discharge permits, approved trades must be incorporated into permits. To encourage trading and to avoid duplicative appeals of trades, the Commission endorses the process for Chatfield Watershed discharge permits proposed by the Authority and Division to authorize trading and to incorporate approved trades as minor modifications in the permits. The Division and Authority presented evidence that, for new permits - during the initial issuance process and for existing permits - during a reopening and amendment process, language indicating that any future Division-approved trades would be incorporated into the permit as a minor modification would be included in the new/amended permit and subject to public notice and comment. Accordingly, after the period for appeal of a Division-approved trade has passed, the adjustment to the wasteload allocation and/or concentration limit for phosphorus, as appropriate, would be made as a minor modification of permit limits for phosphorus without further public notice.

In section 73.5, the Authority is identified as the responsible entity for the monitoring and reporting program. Clarification was added to section 73.5 (1) to note that the data collection, compilation, and transfer protocols are defined in a quality assurance program plan maintained by the Authority and subject to review and acceptance by the Division. All data collected by the Authority will be transmitted electronically to the Division annually. In section 73.6, the Authority is identified as the responsible entity for implementing a nonpoint source management program. The Authority implementation program is subject to review under this control regulation. The Authority is responsible for providing strategies consistent with section 73.6 for those entities with land use powers to manage the 33,361 total phosphorus nonpoint source pounds assigned to the Chatfield Watershed.

The Authority, in cooperation with the Division and the Coalition for the Upper South Platte (CUSP), contracted for a special review of nonpoint source load assumptions contained in this Control Regulation. The independent review did not recommend that the existing wasteload allocations be adjusted, but rather was conducted to determine the validity of nonpoint source load assumptions used to allocate total phosphorus between the Chatfield and the Upper South Platte River Watersheds as defined in this control regulation and part of the adopted TMAL. The two goals of the review were:

1. Review the nonpoint source and total maximum annual phosphorus load allocation assumptions incorporated into this Control Regulation as requested by the Water Quality Control Commission;
2. Independently certify assumptions and nonpoint source load allocations assigned to the Chatfield and Upper South Platte River source watersheds.

This review required evaluation of the original assumptions used to establish the TMAL using the Woodward Clyde Report (1992), water quality data of the Authority, the control regulation, original Clean Lakes Study and information provided by the Authority, WQCD and CUSP. The review provided specific comments in the form of a technical memorandum addressing the TMAL assumptions and distribution of the total phosphorus allocations contained in the control regulation. The special study summary, conclusions and recommendations are in a technical memorandum. (Stednick, March 31, 2005). The special evaluation concluded that the Authority should revise the original model, underlying assumptions, load variability, runoff coefficients, impacts from the Hayman Wildfire, and the relationship of total phosphorus and chlorophyll in the reservoir based on the long-term available data. The evaluation further determined that the Authority reached a reasonable conclusion on the distribution of total phosphorus pounds between the Upper South Platte River and Chatfield Watersheds. The special study did not see the need to readjust these watershed distributions of total phosphorus as listed in the control regulation. The Commission finds that the assumptions and nonpoint source watershed distributions of 40,894 pounds of total phosphorus for the Chatfield Watershed and 17,930 pounds of total phosphorus for the Upper South Platte Watershed are supported by ongoing monitoring data, are reasonable. The study did

note that the proposed expansion of the Chatfield Reservoir may affect water quality and any new operational plans should consider water quality concerns.

Based on these observations from the Stednick special review, the total phosphorus allocations between the Chatfield Watershed and the Upper South Platte Watershed remain reasonable and are supported by the ongoing water quality monitoring data. Additionally, the data collected and analyzed by the Chatfield Authority supports the watershed distributions of 40,894 pounds of total phosphorus for the Chatfield Watershed and 17,930 pounds of total phosphorus for the Upper South Platte Watershed.

The Commission recognizes that the Authority and the Division do not agree on all of the findings of the Stednick study and directs both parties to work together cooperatively to examine the TMAL and underlying assumptions. With the understanding that implementation of the existing controls is resulting in attainment of the water quality standard for phosphorus and the goal for chlorophyll a for Chatfield Reservoir, the Commission directs the Division and the Authority, subject to available resources, to examine the TMAL and its underlying assumptions. The Authority and Division will report to the Commission at the next triennial review on progress made towards developing a plan, obtaining funding, and a schedule of future activities for such study.

The Commission is aware that the Colorado Water Conservation Board is leading an effort to increase the amount of storage volume and storage allocation in Chatfield Reservoir. In that regard, in support of the Environmental Impact Statement being prepared for the project, consultants working on behalf of the U.S. Army Corps of Engineers are developing a water quality model to assist in the evaluation of the project's potential to impact the water quality of the reservoir. To the extent that evaluation of the aspects of the increased water storage can dovetail with this TMAL evaluation process, the Commission encourages the Authority and the Division to coordinate with the EIS team on any common elements that may assist in the development of models or approaches to evaluate water quality.

PARTIES TO THE RULEMAKING

1. Chatfield Watershed Authority
2. Dominion Water and Sanitation District
3. Jackson Creek Metropolitan District
4. JRW Family Limited Partnership
5. Roxborough Park Metropolitan District
6. Plum Creek Watershed Authority

73.17 STATEMENT OF BASIS, SPECIFIC STATUTORY AUTHORITY AND PURPOSE (NOVEMBER 2008 RULEMAKING HEARING; FINAL ACTION FEBRUARY 9, 2009; EFFECTIVE MARCH 30, 2009)

Sections 25-8-202 and 25-8-205, C.R.S., provide the specific statutory authority for adoption of the revisions to this regulation. The Commission also adopted, in compliance with Section 24-4-103(4), C.R.S., the following statement of basis and purpose.

BASIS AND PURPOSE

The Commission adopted a new total phosphorus allowable load in Section 73.3(1)(a) of this regulation. Although the allowable load was revised, the total phosphorus allocations were not revised. Therefore, the Commission included a list of tasks to be completed to support development of revised allocations of the new allowable load in the Control Regulation. It was the Commission's intent that until the allocations are revised, the existing nonpoint and point source allocations remain applicable.

Based on information presented by the Division during the July 2007 triennial review hearing, the Commission scheduled a rule-making hearing to consider revisions to the control regulation and to related water quality standards in Regulation #38. Specifically, the Commission heard evidence that the

phosphorus standard in Chatfield Reservoir had been exceeded in 5 of the last 6 years, while the chlorophyll goal was not exceeded. The Commission agreed that the linkages between in-lake chlorophyll and total phosphorus concentrations and between total phosphorus concentrations and total phosphorus load to the reservoir are critical to the basis of the Control Regulation and TMAL and that these linkages should be reviewed.

The Commission directed the Division to conduct a limited scope Technical Review of the Control Regulation TMAL and the underlying standard. The scope of the technical review was limited to the in-lake total phosphorus standard, chlorophyll goal, and the allowable load to attain these. The scope of the technical review did not include an examination of the allocation of the total phosphorus load. As part of this Technical Review, the Division provided reports and made monthly presentations to the Chatfield Watershed Authority Technical Review Committee from September 2007 through May 2008. The reports and presentations provided the basis for the proposal the Commission heard in this rule-making hearing.

Based on the results of the Technical Review, the Commission adopted revised site-specific standards for total phosphorus and chlorophyll for Chatfield Reservoir in relevant sections of Regulation #38. These standards are total phosphorus of 0.030 mg/L and chlorophyll a of 10 µg/l measured through the collection of samples that are representative of the mixed layer during summer months (July, August, September) and with a maximum allowable exceedance frequency of once in five years. As a result of these changes to the site-specific standards, the Commission adopted a new allowable load of total phosphorus of 19,600 lbs/y under a median inflow of 100,860 AF/y in this Control Regulation. The new allowable load better reflects the linkage between watershed total phosphorus load and the in-lake total phosphorus concentration.

The Commission directed the Division and the Authority to develop new nonpoint source and point source allocations related to the new allowable load for submittal during the next control regulation triennial review. The Commission acknowledged that progress toward development of the allocations will be contingent on the availability of suitable funding to support completion of the tasks identified in Section 73.3(1)(a). The Commission also recognized that control regulation definitions and language may need to be revised to support future updates to the TMAL.

PARTIES TO THE RULEMAKING

1. Chatfield Watershed Association
2. Plum Creek Wastewater Authority
3. Colorado Division of Wildlife
4. Roxborough Water and Sanitation District
5. Dominion Water and Sanitation District
6. U. S. EPA
7. Denver Regional Council of Governments

**Chatfield Watershed Authority Intergovernmental Agreement (IGA) and Bylaws
Comparison of 1998 and 2016 Documents**

IGA & Bylaws Components	Historic Agreement (1998)	Amended IGA and Bylaws (2016)	Comments
Implementation of Control Regulation #73; <ul style="list-style-type: none"> Protection of water quality in the Chatfield Watershed for recreation, fisheries, drinking water supplies, other beneficial uses. 	✓	✓	No change
Designated water quality management agency for the Chatfield Watershed. <ul style="list-style-type: none"> Pursuant to the Authority's designation by the Governor as the water quality management agency in the Chatfield Basin, the Authority reviews site applications for wastewater treatment facilities and lift stations, in accordance with regulation, providing technical review and recommendations to CDPHE. 	✓	✓	No change
Budget and Dues	The budget of 165,000/year was dues based. Dues were assessed to all members, based on land area, MS4 and wastewater permits, and source of water supply in watershed.	Base budget is \$165,000. \$150,000 split between Douglas County, Jefferson County and Town of Castle Rock. All other members pay \$2,000/year.	Higher annual dues for general jurisdictions that comprise the largest portion of the watershed; all other members have reduced dues structure.
Littleton's annual membership dues	\$3,100	\$2,000	Reduction of over \$1,000/yr.
Identifies authority to potentially seek legislative action from the Colorado Legislature, including enabling legislation for watershed authorities in the State of Colorado, to pursue funding or revenue generation to support the water quality services, functions, and facilities of the Authority. (For example, a water quality fee at Chatfield State Park has been discussed to support nonpoint source projects in the watershed.)	Not included in historic documents.	Language included in amended IGA to consider legislation or State Park fees for water quality; Stronger political leadership on Board to support potential legislation.	The Chatfield Watershed Authority may consider legislation to promote funding for nonpoint source projects to reduce phosphorus and protect beneficial uses. (I.e. water quality fee at State Park)
Regional, coordinated approach to phosphorous and other nonpoint source pollution control in the Chatfield Watershed	Limited funding limited nonpoint source projects.	Stronger political and technical representation to support regional approaches.	More support and leadership equates to more opportunity to promote water quality.