


**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2012 – 09**

DATE: March 8, 2012
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager
David H. Willett, Director of Public Works 
SUBJECT: CR – 14, Board of Director Appointment for the Woman Creek Reservoir Authority

BACKGROUND

The City of Northglenn entered into an intergovernmental agreement (IGA), between the cities of Northglenn, Thornton and Westminster, on July 11, 1996, for the development of the Woman Creek Reservoir Authority. A copy of the IGA is attached to this memo, for review.

The authority's purpose is ownership and daily operation and maintenance of the Woman Creek Reservoir and the wetland components of the Standley Lake Protection Project (SLPP). The board is responsible for operating the SLPP for the protection of Standley Lake from contaminated drainage from the Rocky Flats Environmental Technology Site. There are three physical components of the SLPP: 1) the Woman Creek Reservoir which has three cells each holding approximately 100 acre feet of water, 2) the wetlands which are located on the reservoir property, and 3) the Kinnear Ditch pipeline, which transports Coal Creek water through the Technology site and into Standley Lake. Standley Lake is the drinking water supply for cities of Northglenn, Thornton and Westminster.

The Woman Creek Reservoir Authority IGA, calls for each governing body to designate one director and one alternate whom may act as a director in the absence of the designated director (Article 2.3.2). The director and alternate will remain on the Woman Creek Reservoir Authority board until such time that the governing body designates new representatives (Article 2.3.4)

Northglenn City Council, by resolution, on March 8, 2001, designated the Public Works and Utilities Director as director and the Water Resources and Environmental Administrator as the alternate director.

BUDGET/TIME IMPLICATIONS

There is no additional impact to budget or time.

RECOMMENDATION

Attached to this memorandum is a Resolution which, if approved, would designate the Director of Public Works or the Director of Public Works' designee as the director and the Water Resources Administrator as the alternate director. Staff recommends approval of this Resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Raymond Reling, Public Works Superintendent/Utilities

dwillett@northglenn.org or 303.450.8783
rreling@northglenn.org or 303.450.4049

Attachment: Women Creek Reservoir Authority IGA

SPONSORED BY: Councilwoman Carlow

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-23
Series of 2001

01-22
Series of 2001

A RESOLUTION DESIGNATING A DIRECTOR AND ALTERNATE DIRECTOR TO REPRESENT THE CITY OF NORTHGLENN ON THE BOARD OF DIRECTORS OF THE WOMAN CREEK RESERVOIR AUTHORITY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Director of Public Works and Utilities is hereby designated as the City of Northglenn's representative on the Board of Directors of the Woman Creek Reservoir Authority (the "WCRA").

Section 2. The Water Resources and Environmental Administrator is hereby designated as the City of Northglenn's alternate representative on the Board of Directors of the Woman Creek Reservoir Authority.

DATED, at Northglenn, Colorado, this 8th day of March, 2001.




D.L. PARSONS
Mayor

ATTEST:



DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:



HERBERT C. PHILLIPS
City Attorney

SPONSORED BY: Councilman Blankenship

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-55
Series of 1996

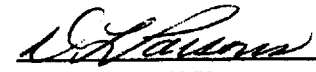
96-55
Series of 1996

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO FORM THE WOMAN CREEK RESERVOIR AUTHORITY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:


The Intergovernmental Agreement, attached hereto and marked as Exhibit A, between the cities of Northglenn, Thornton and Westminster to form the Woman Creek Reservoir Authority, is hereby approved by the City Council of the City of Northglenn, and the Mayor is authorized to enter into the Intergovernmental Agreement on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this 11th day of July, 1996.



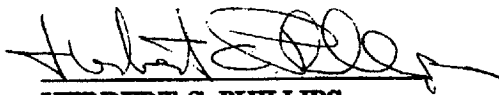
D. L. PARSONS
Mayor

ATTEST:



DIANA L. LENTZ
City Clerk

APPROVED AS TO FORM:



HERBERT C. PHILLIPS
City Attorney

**INTERGOVERNMENTAL AGREEMENT
AMONG
THE CITIES OF
WESTMINSTER, THORNTON AND NORTHGLENN
TO FORM THE WOMAN CREEK RESERVOIR AUTHORITY**

THIS WOMAN CREEK RESERVOIR PROJECT INTERGOVERNMENTAL AGREEMENT is entered into effective this 11th day of July, 1996, among the CITY OF WESTMINSTER, hereinafter referred to as "Westminster," the CITY OF THORNTON, hereinafter referred to as "Thornton," and the CITY OF NORTHGLENN, hereinafter referred to as "Northglenn," which three (3) cities are collectively hereinafter referred to as the "Cities", to form the Woman Creek Reservoir Authority.

ARTICLE I. RECITALS

1.1 The Cities are Colorado Municipal Corporations and home rule cities.

1.2 Woman Creek, a natural drainage, flows through the Rocky Flats Environmental Technology Site ("RFETS"), which is substantially contaminated with radioactive and hazardous materials, before entering, and providing water supply to, Standley Lake, which is a component of each of the Cities' drinking water supply systems.

1.3 In response to an emergency caused by the release or threatened release of hazardous substances from the RFETS to the Cities' downstream drinking water supplies, the Cities have pursued the Standley Lake Protection Project ("SLPP") to prevent water in the Woman Creek drainage flowing through the RFETS from entering Standley Lake.

1.4 The Department of Energy ("DOE") has awarded certain grants ("SLPP Grants") for the purpose of reimbursing the Cities for costs incurred in association with the construction and operation of the SLPP.

1.5 The physical facilities that have been constructed, and will constitute the SLPP are: 1) the Woman Creek Reservoir system, comprising an off-channel reservoir, pump station and pipeline, and related facilities ("WCR"); 2) the Standley Lake wetlands area ("Wetlands"); and 3) the Kinnear Ditch pipeline, as shown on Exhibit A.

1.6 In connection with the implementation of the SLPP, Westminster used DOE grant funds to purchase land in the vicinity of Standley Lake for construction of the WCR and the Wetlands, and has also acquired an easement for the related pipeline to cross City of Broomfield property. WCR was completed in 1996.

1.7 DOE is willing to enter into an agreement with an intergovernmental authority to be created by the Cities to address operations of the WCR, a copy of which is attached hereto and incorporated herein as Exhibit B and referred to herein as the "DOE/WCR Agreement."

1.8 The DOE/WCR Agreement establishes operational procedures for WCR under the following scenarios: 1) normal operation ; and 2) event operation.

1.9 The Cities wish to create an intergovernmental authority as a separate Colorado Water Authority to enter into certain agreements and to construct, own, operate and maintain the WCR and the Wetlands.

1.10 The parties wish to set forth the terms and conditions under which the Authority will own, operate and manage the WCR and the Wetlands.

1.11 The Cities intend that the Authority will own, operate, maintain, repair, and replace the WCR and Wetlands components of the SLPP as more fully set forth herein, that the Authority will enter into the final DOE/WCR Agreement and operate WCR on a daily basis accordingly, and that the Authority, and not the Cities, will be solely responsible for all ownership, operation, and maintenance of the WCR and Wetlands components of the SLPP.

NOW, THEREFORE, the parties hereto, for and in consideration of the payments, mutual promises and covenants hereafter set forth, do hereby agree as follows:

ARTICLE 2. ESTABLISHMENT OF WOMAN CREEK RESERVOIR AUTHORITY

The parties, desiring to create the Woman Creek Reservoir Authority, a water authority, a body corporate and politic, a separate governmental entity, a political subdivision and a public corporation of the State of Colorado, pursuant to Section 18(2)(a) and 2(b) of Article XIV, Constitution of the State of Colorado, and to § 29-1-204.2, Colorado Revised Statutes, as amended (the "Act"), hereby agree:

2.1 Name. The name of the entity hereby established shall be the Woman Creek Reservoir Authority (the "Authority").

2.2 Purpose. The purpose of the Authority is to effect the ownership, operation, and maintenance of the WCR and Wetlands components of the SLPP for the benefit of the Cities, their inhabitants, and others. The functions, services, and general powers of the Authority include, to the extent permitted by law, the following:

(a) To retain and pay such individuals and/or firms as it deems necessary and appropriate to carry out its business;

(b) In general, to exercise all powers which are now conferred by law upon a water authority organized pursuant to the Act as amended from time to time, or essential to the provision of its functions, services, and facilities, subject to such limitations as are or may be prescribed by law.

2.3 Members and Board of Directors.

2.3.1 Members. Membership in the Authority shall be limited to those parties signatory to this Agreement.

2.3.2 Board of Directors. All legislative power of the Authority shall be vested in a Board of Directors (the "Board" and the "Directors"). Each Director shall be a person designated by the governing body of the Member that the Director represents and there shall be one (1) Director from each Member. Each Member may select one (1) alternate who may act as a Director in the absence or unavailability of the person selected by that Member as a Director.

2.3.3 Initial Directors. The name, address and Member represented of each of the initial three (3) Directors and three (3) alternates shall be determined by each member in accordance with paragraph 2.3.2, above.

2.3.4 Tenure of Directors. Each Director shall serve until replaced by the Member which the Director represents.

2.3.5 Vacancy. A vacancy occurring on the Board for any reason shall be filled by the selection of a successor Director in the same manner as is provided in paragraph 2.3.2. In the event a member withdraws from the Authority in accordance with paragraph 2.5, below, a successor Director may be selected by unanimous agreement of the remaining members.

2.3.6 Compensation. Directors shall not receive compensation from the Authority for their services.

2.3.7 Officers. The Directors, upon a majority vote, shall appoint a President, Vice-President, and Secretary as officers of the Authority whose duty it shall be to carry out the day-to-day affairs of the Authority and implement the policies of the Authority as established by the Board. The Board may appoint the Secretary from the ranks of the Board itself, or from employees of the Authority Members.

2.3.8 Voting. Action by the Board shall require the affirmative votes of two (2) Directors. Two (2) Directors shall constitute a quorum for the transaction of all Authority business.

2.3.9 Duties of the Board. The Board shall work to effectuate the protection of Standley Lake by the operation of the WCR and Wetlands components of the SLPP for the benefit of the Members and others entitled to the benefits thereof, and shall govern any other business and affairs of the Authority and shall exercise all of the power of the Authority granted by law and by this Agreement. In addition thereto, the Board shall approve and thereafter comply with the provisions of any Intergovernmental Agreements entered into by the Authority and any regulations subsequently adopted by the Authority. The Board shall also comply with the provisions of parts 1, 5 and 6 of Article 1, Title 29, C.R.S. 1973, as amended.

2.4 Disposition, Division or Distribution of Property.

Any property or assets acquired by the Authority shall be held by the Authority for the term of this Agreement unless otherwise disposed of by specific action of the Board or unless otherwise provided in any Intergovernmental Agreements entered into by the Authority with the Members hereof. Upon the dissolution of the Authority, any remaining property or assets shall vest in the Members as tenants in common in undivided equal shares unless otherwise specified by action of the Board or unless otherwise specified in an approved Intergovernmental Agreement

2.5 Addition or Withdrawal of Parties.

2.5.1 Addition. Unless otherwise specified by unanimous action of the Board, only the Members signatory to this Agreement shall be parties to the Authority.

2.5.2 Withdrawal. No Member may withdraw from the Authority except upon action of the Board and upon full payment of all of its obligations to the effective date of its withdrawal; provided that upon sale of its entire interest in Standley Lake and all water rights decreed to, carried through, or stored in, the Croke Canal or Standley Lake, and upon payment of its obligations hereunder to the effective date, any Member shall be permitted to withdraw from the Authority.

2.5.3 Notwithstanding the provisions of paragraph 2.5.2, above, any member may withdraw from the Authority on or before January 15, 1997, if

(a) the Rocky Flats Cleanup Agreement is not finalized and executed in an acceptable manner by December 15, 1996; or

(b) as of December 15, 1996, full payments to the Authority as outlined in paragraph 3.3.1 have not been completed; or

(c) as of December 15, 1996, DOE has failed to execute the DOE/WCR Agreement.

After January 15, 1997, member withdrawal from the Authority shall be governed exclusively by the terms of paragraph 2.5.2, above.

2.6 Dissolution of Authority.

The Authority may be dissolved only by action of the governing bodies of all members; provided, however, that in no event may the Authority be dissolved if the Authority has bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations. It is the intention of the parties that in the event that ownership of the WCR and Wetlands components of the SLPP is transferred to DOE or any other person or entity, then the Authority will be dissolved by appropriate action of the governing bodies of its Members.

ARTICLE 3. OPERATION OF THE WCR AND WETLANDS COMPONENTS OF THE SLPP

3.1 Ownership of WCR and Wetlands.

3.1.1 Westminster has acquired the lands necessary for the WCR from Jefferson County Open Space, the lands necessary for the Wetlands site from FRICO, and an easement necessary for the pipeline component of the WCR from the City of Broomfield. Westminster hereby agrees to promptly execute mutually acceptable conveyance documents transferring title to all its interests in real property described in the documents attached hereto as Exhibit C to the Authority.

3.1.2 Westminster shall hold and retain sole ownership of the Kinnear Ditch Pipeline and no Authority funds shall be used to maintain, repair or replace the Pipeline.

3.2 DOE/WCR Agreement.

Following the execution of this Agreement, the Authority shall execute and enter into the DOE/WCR Agreement and thereafter perform in accordance with such agreement.

3.3 Operation and Maintenance of WCR and Wetlands.

3.3.1 Westminster agrees to pay the Authority the sum of Eight Million One Hundred Forty-Seven Thousand Dollars (\$8,147,000.00) which shall be utilized to perform the services agreed to herein. The Authority may retain such investment advisors as it deems appropriate to assist it in investing such

sum, and may at all times, when funds are not immediately needed for Operations and Maintenance, invest such funds in all investment vehicles permitted by statute.

3.3.2 The Authority shall operate or cause the operation of the WCR and Wetlands components of the SLPP in accordance with the terms of the DOE/WCR Agreement.

3.3.2.1 To the extent that water stored in Woman Creek Reservoir is derived from Woman Creek flows that could be diverted upon water rights held by the Farmers Reservoir and Irrigation Company ("FRICO"), the Authority will use its best efforts, consistent with (1) the terms of the DOE/WCR Agreement; (2) the Biological Opinion applicable to the SLPP; and (3) any other federal, state or local rule, law or permit, to make releases from WCR such that the water released can be delivered into Big Dry Creek downstream of Standley Lake for use by FRICO shareholders.

3.3.2.2 The Authority shall maintain records of all operation and maintenance, all construction, financial and other activity on the WCR or Wetlands undertaken pursuant to this Agreement. Such records shall be available to the Directors at any reasonable time upon reasonable notice and request therefor. The books and records of the Authority shall be subject to an annual audit, a copy of which shall be provided to each Director.

3.3.3 The Authority shall develop and approve an annual budget to operate, maintain and repair the WCR and Wetlands.

3.3.4 The Authority shall develop and maintain purchasing and contracting policies and procedures for the acquisition of materials, services and construction contracts. Such procedures may provide for the selection of contractors and purchase of materials for the WCR or Wetlands by the Project Operator, if any.

3.3.5 The parties agree that the Authority, and not the Standley Lake Cities, shall be solely responsible for the operation and maintenance of the WCR and the Wetlands, whether undertaking such operation and maintenance directly or through the retention of a Project Operator.

3.4 Public Use. In the event the Authority permits any public use or occupancy of the WCR or Wetlands components of the SLPP, it shall require the entity sponsoring such public use to pay for any and all improvements, and for operation and maintenance costs, including any liability insurance costs resulting from such public use, and any other fees the Authority deems appropriate.

ARTICLE 4. TERM OF AGREEMENT

4.1 This Agreement shall take effect and become binding upon approval by the City Council of each party.

4.2 This Agreement shall continue in full force and effect until mutually terminated by the parties or until terminated by a court of law.

ARTICLE 5. GENERAL PROVISIONS

5.1 The terms and obligations contained in this Agreement shall be binding on the parties and their successors and assigns.

5.2 Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any circumstance, shall not affect the validity of the remainder of this Agreement.

5.3 This Agreement may not be amended or modified except by an amendment in writing signed by all of the Members.

5.4 The parties hereto understand and agree that each of the parties, and their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this agreement, any right, immunity, or protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the parties, their officers, or employees.

5.5 Venue for the resolution of any dispute arising under this Agreement shall be the District Court for the County of Adams, State of Colorado.

5.6 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior negotiations or agreements relating to such subject matter and specifically, the intergovernmental agreement concerning the Standley Lake Interceptor Canal Project dated March 28, 1991.

ARTICLE 6. NOTICES

6.1 Any notices required to be given in writing by one party to the others pursuant to this Agreement shall be deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

Westminster City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80030

Thornton City Manager
City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229

Northglenn City Manager
City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

ARTICLE 7. CHARTER COMPLIANCE

7.1 This Agreement is entered into in compliance with the charters of each City, and any provision herein not in compliance with said charters shall be void and of no force and effect. Such non-complying provision shall be deemed deleted herefrom, provided that the remainder of this Agreement shall remain in full force and effect.

Entered into this 11th day of July, 1996.

ATTEST:

CITY OF WESTMINSTER

Michele Kelley
Clerk

Sam Ripston
Mayor PRO TEM

APPROVED AS TO FORM:

Approved by Westminster
City Council on 7-22-96

City Attorney

ATTEST:

CITY OF THORNTON

Darcy A. Vincent
Clerk

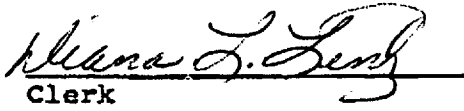
Margaret W. Carpenter
Mayor

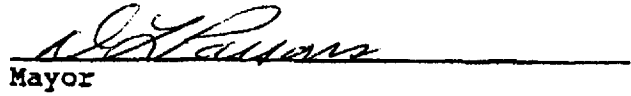
APPROVED AS TO FORM:

Margaret Emerald
City Attorney

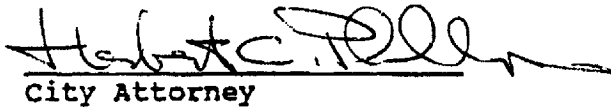
ATTEST:

CITY OF NORTHGLENN


Clerk


Mayor

APPROVED AS TO FORM:


City Attorney

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EXHIBIT A

Standley Lake Protection Project

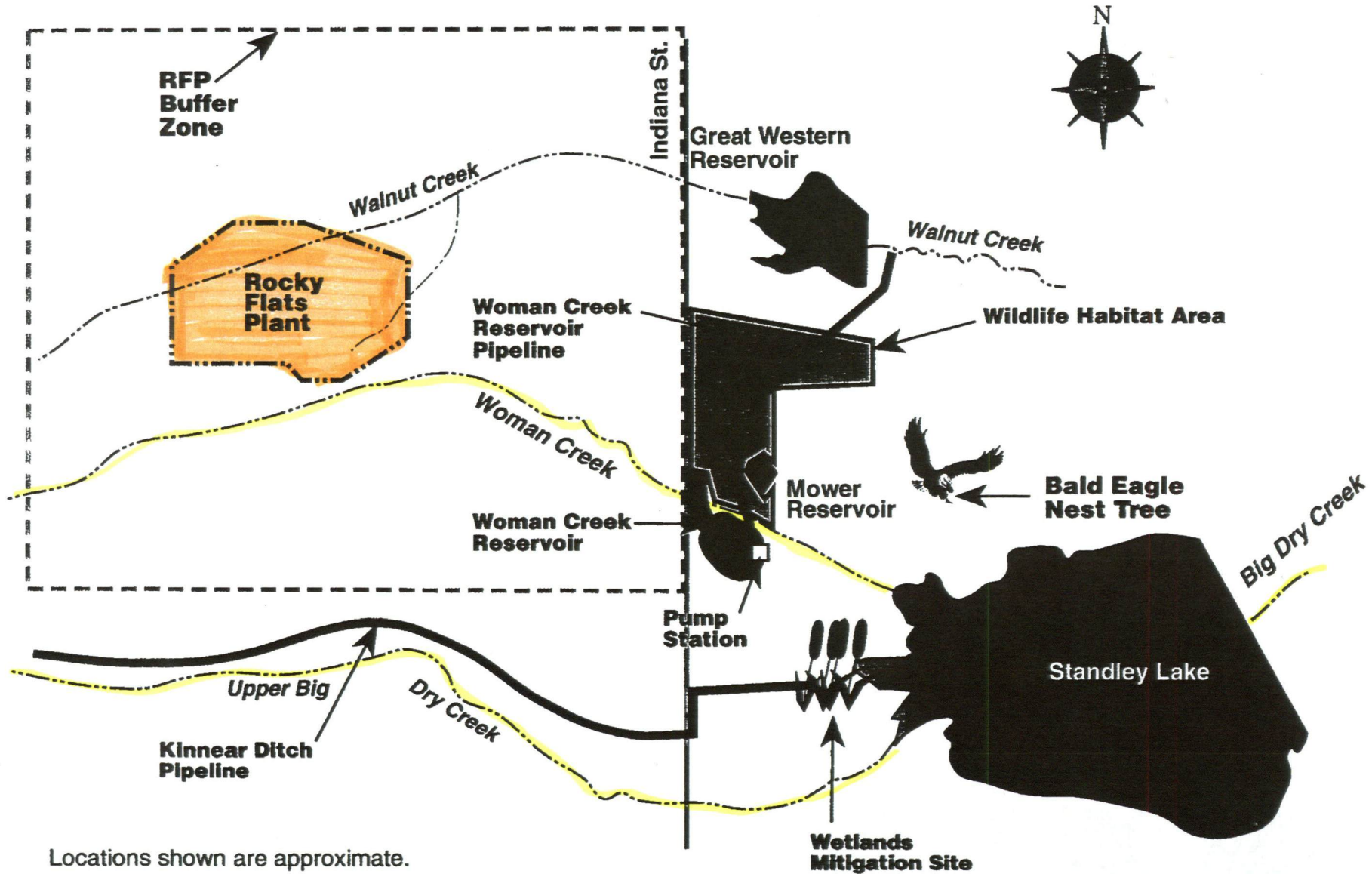


EXHIBIT B

STANDLEY LAKE PROTECTION PROJECT OPERATIONS AGREEMENT

THIS AGREEMENT is entered into effective this _____ day of _____, 1996, between the Woman Creek Reservoir Authority (the "Authority"), a water authority, a body corporate and politic, a separate governmental entity, a political subdivision and a public corporation of the State of Colorado, pursuant to Section 18(2)(a) and (2)(b) of Article XIV, Constitution of the State of Colorado, and to § 29-1-204.2, Colorado Revised Statutes, as amended (the "Act") and the United States Department of Energy ("DOE").

1.0 Introduction

The Rocky Flats Environmental Technology Site ("RFETS" or "Site") is a federal government-owned, contractor-operated facility under the administrative control of the U.S. Department of Energy (DOE). The facility is located in Jefferson County, Colorado and is approximately ten (10) miles north of Golden, Colorado. The legal description of the RFETS is provided in Exhibit A.

Standley Lake is a storage reservoir which lies within the Woman Creek watershed and serves as the drinking water supply for approximately 200,000 people in Jefferson County, Colorado. The Cities of Westminster, Thornton and Northglenn (the "Standley Lake Cities") derive a portion of their water supplies from Standley Lake. Woman Creek flows through the RFETS Buffer Zone prior to reaching Standley Lake. Portions of the land surrounding Standley Lake, as a result of the accidental releases from the RFETS in the 1950's and 1960's, may contain low-level deposits of radionuclides.

The United States Congress authorized the DOE to use certain amounts of environmental restoration and waste management funds to reimburse the Standley Lake Cities for the cost of implementing water management programs. The Standley Lake Cities have determined to use these funds for the Standley Lake Protection Project (SLPP). The SLPP is designed to physically prevent Woman Creek flows passing through the RFETS from reaching Standley Lake, a municipal raw water supply for the Standley Lake Cities.

Funded by a DOE grant, the SLPP consists of Woman Creek Reservoir and Pipeline (WCR), the Standley Lake Wetlands Project, and the Kinnear Ditch Pipeline Project, facilities that will physically isolate Standley Lake from Woman Creek, which currently conveys flows from the RFETS into Standley Lake. The funds furnished from the DOE (e.g., DOE Grant No. XXXXXXXXXXXX) have been used to construct the SLPP. The Standley Lake Cities have entered into a separate Intergovernmental Agreement with the Authority, whereby in consideration of a one-time lump sum payment of \$8.147 million, from the Standley Lake Cities to the Authority, the Authority agrees to own and operate the WCR and associated facilities consistent with the terms of this agreement. DOE agrees

that the payment of the \$8.147 million one-time lump sum payment by the Standley Lake Cities to the Authority constitutes a disbursement and qualifies as a reimbursable expense under the terms of the Grant.

The Authority, in connection with the implementation of the SLPP, will purchase a portion of the land surrounding Standley Lake (the "SLPP Lands"). The description of the SLPP Lands is included in Exhibit B. This surrounding land may have been subject to contamination from past airborne dispersal of radionuclides from the RFETS.

The undersigned parties enter this Agreement for the purpose of defining a common understanding for operational responsibilities for the Standley Lake Protection Project (SLPP). This Agreement facilitates the operation of the SLPP and each party acknowledges that they have the authority to enter into this Agreement.

2.0 Collection and Containment of Water in Woman Creek Reservoir

The Authority envisions two operational scenarios for WCR: 1) normal operation (i.e., compliance with standards) and 2) event operation. Decisions to retain or release water are the sole responsibility of the Authority, in coordination with the Colorado Water Quality Control Division of the CDPHE.

2.1 Normal Operation

- 1. The natural flows from Woman Creek will be diverted and collected in one of the three compartments in WCR. The compartments will have capacities of approximately 100 ac-ft each. To the extent possible, water will be stored in a different compartment in Woman Creek Reservoir every 90 days. The 90 day time frame is a goal and may vary slightly depending on Woman Creek flow and sampling frequency at the Indiana Street Point of Compliance.**
- 2. Pursuant to the Rocky Flats Cleanup Agreement ("RFCA"), testing of flows in Woman Creek will occur at the Indiana Street Point of Compliance as that term is defined in the RFCA.**
- 3. If, pursuant to the terms of the RFCA, DOE has been in compliance with the relevant standards at the Indiana Street Point of Compliance, the Authority may release any resulting water stored in Woman Creek Reservoir during the previous 90 day storage period without further testing or regulatory requirements.**

2.2 Event Operation

1. **If, pursuant to the terms of the RFCA, DOE is not in compliance with the relevant standards at the Indiana Street Point of Compliance the Authority may retain in isolation any water stored in Woman Creek Reservoir during the previous 90 days and may decide to release the water after any actions taken pursuant to a mitigation plan under RFCA are completed. DOE will notify the Authority within 3 days of receiving test results indicating that it is not in compliance with the relevant standards under the RFCA at the Indiana Street Point of Compliance.**
2. **Water stored in Woman Creek Reservoir that exceeds the standards at the Indiana Street Point of Compliance may need to be treated, or otherwise managed prior to release to the Walnut Creek Basin. Any such treatment or management will be undertaken pursuant to a mitigation plan under RFCA. Upon completion of any treatment requirements under the mitigation plan, the Authority may decide to release the water to the Walnut Creek Basin.**
3. **In no event will the Authority be held responsible for any activity required under the RFCA, (including but not limited to any testing, treating or disposition of water in Woman Creek Reservoir), resulting from an exceedance of the relevant standards at the Indiana Street Point of Compliance. To the extent any action is required under RFCA for an exceedance at the Indiana Street Point of Compliance, DOE, and not the Authority, will be solely responsible for carrying out any such required action.**

3.0 DOE's CERCLA Responsibility

1. **CERCLA serves as a legal and jurisdictional basis for and the scope of DOE's responsibility for the accidental releases which may have resulted in the deposition of radioactive materials on the SLPP lands.**
2. **Section 120(a)(2) of CERCLA, provides that all guidelines, rules, regulations, criteria for preliminary assessments, site investigations, and remedial actions are applicable to federal facilities to the same extent as they are applicable to non-federal facilities. The RFETS and a portion of the surrounding land, pursuant to the CERCLA, were placed on the NPL by the EPA in 1989.**
3. **The RFETS and the DOE are subject to the regulatory and legal requirements of CERCLA. Accordingly, preliminary assessments, site investigations, remedial actions, and emergency actions conducted at the**

RFETS and the surrounding lands are done so under the authority of the RFCA with the DOE, the EPA, and the CDPHE. Moreover, the enforcement of CERCLA-related activities at the RFETS is done so under the authority of the RFCA.

3.1 Assurances of DOE's Continuing Responsibility

1. The DOE recognizes that:
 - (a) DOE is a Potentially Responsible Person (PRP) within the meaning of section 107(a) of CERCLA;
 - (b) DOE may be liable as a PRP for response costs associated with the cleanup of the RFETS and the SLPP Lands and that such costs may include, but not be limited to any preliminary assessments, site investigations, and remedial actions performed pursuant to the RFCA or any subsequent Cleanup Agreement entered into by DOE, EPA and CDPHE; and
 - (c) DOE may, to the extent required by CERCLA, and to the extent past radionuclide contamination is attributable to releases from the RFETS, be liable for response costs associated with the cleanup of the SLPP Lands.

2. The DOE agrees with the Authority that:
 - (a) Cleanup, decontamination, and restoration activities will be conducted properly and safely in accordance with the RFCA or any subsequent Cleanup Agreement entered into by DOE, EPA and CDPHE;
 - (b) All waste materials and special nuclear materials will be managed in accordance with applicable law so as to reduce or eliminate risks to the environment and public health and safety;
 - (c) DOE will take all necessary steps within the limits of federal law to satisfy any obligation or liability arising from its status as a PRP, and acknowledges that assumption of title to the SLPP is a potential component of remedial options;
 - (d) DOE will assume all costs for cleanup or other remedial actions required under CERCLA for past radionuclide contamination or any

other hazardous contaminate that is attributable to releases from the site;

- (e) If appropriated funds are not available to fulfill its obligations or liabilities as a PRP, DOE will use its best efforts to obtain timely funding to meet such obligations or liabilities; however, nothing herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

3. DOE recognizes its continuing responsibilities under existing environmental statutes to prevent and remediate contamination from RFETS. If the grant funds are exhausted from uses specified in this Agreement and radioactive and/or hazardous materials remain at the RFETS, DOE or its successor agrees to consult with the Authority regarding whether continued operation of the project is in the best interest of the government. If the parties agree that continued operation is necessary, DOE will use its best efforts, within the limits of federal law, to ensure continued operation of the SLPP. Best efforts may include under appropriate circumstances as determined by DOE (in consultation with the Authority) the following:

- (a) forthwith acceptance of ownership of the SLPP Lands and all operation and maintenance obligations set forth in this Agreement; or
- (b) assumption of all SLPP operation and maintenance obligations set forth in this Agreement; or
- (c) commitment to pay for all operation and maintenance obligations set forth in this Agreement or to reimburse the Authority or its successor for all such costs; or
- (d) commitment to pay a third party for all future operation and maintenance obligations set forth in this Agreement; or
- (e) any other negotiated resolution or settlement between the Authority and DOE; and/or
- (f) obtaining funding necessary to achieve the continued operation and maintenance of the SLPP.

Notwithstanding the examples of "best efforts" outlined above, nothing herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

4.0 Performance Provisions

1. The undersigned parties hereby agree to abide by the terms and conditions of this Operations Agreement.
2. The undersigned parties expressly reserve any and all rights which may exist under any federal or state law, including, but not limited to any and all rights associated with any past and/or future contamination events at any component of the Standley Lake Protection Project.

5.0 General Provisions

1. The terms and obligations outlined in this agreement shall be binding within the limits of applicable law on the undersigned parties, their assigns, transferees, successor and any subsequent purchasers of any portion of the RFETS and/or WCR.
2. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any circumstance, shall not affect the validity of the remainder of this Agreement.
3. This Agreement may not be amended or modified except by an amendment in writing signed by all of the Parties.
4. It is the understanding and intent of the undersigned parties that DOE (and not the Authority or the Standley Lake Cities) will be solely responsible for any action required under RFCA as a result of an exceedance of the relevant standards at the Indiana Street Point of Compliance under the RFCA. To the extent that RFCA is ever amended, superseded or replaced by a subsequent interagency agreement or record of decision under CERCLA, DOE agrees to work with the Authority to ensure that DOE (and not the Authority or the Standley Lake Cities) remains solely responsible for ensuring protective water quality levels at the Indiana Street Point of Compliance.
5. Notwithstanding the terms of the RFCA, DOE agrees to use its best efforts to timely and adequately address any exceedances of water quality standards arising at Woman Creek Reservoir that result from activities at the RFETS.
6. The waiver of any breach of any of the provisions of this Agreement by any of the Parties shall not constitute a continuing waiver or a waiver of any subsequent breach by said Party either of the same or of another provision of this Agreement.

7. This Agreement shall terminate when the Parties unanimously agree in writing to termination. Absent mutual agreement of the Parties to terminate the Agreement, this Agreement shall terminate automatically upon either the removal of the RFETS from the National Priorities List under CERCLA or the termination of any monitoring requirements at the Indiana Street Point of Compliance in accordance with a Record of Decision for the RFETS under CERCLA, which ever occurs later. Nothing in this Agreement shall be construed to restrict the Standley Lake Cities or the Authority from taking any action to ensure the continued viability of the SLPP and the WCR, such as seeking federal funds to continue operation.

8. The effective date of this Agreement shall be the date on which the last party signs this Agreement. The undersigned verify that they have the authority to enter into this Agreement.

9. The parties hereto understand and agree that the Authority, and its officers and employees, are relying on, and do not waive or intend to waive, by an provision of this agreement, any right, immunity, or protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it is from time to time amended, or otherwise available to the Authority, its officers, or employees.

10. Any notices required to be given in writing by a party to the others pursuant to this Agreement shall be deposited in the United States mail, first class postage prepaid, return receipt requested, addressed as follows:

Woman Creek Reservoir Authority

U.S. Department of Energy
Plant Manager
Rocky Flats Environmental Technology Site
Post Office Box 928
Golden, Colorado 80402-0928

EXHIBIT C

51441

RECEPTION NO. F0019664 25.00
230 RECORDED IN JEFFERSON COUNTY, COLORADO

PB: 0001-005
2/23/95 10:48

COMMISSIONER'S DEED

THIS INDENTURE is made this 23rd day of February, 1995 between the COUNTY OF JEFFERSON, State of Colorado, a body politic and corporate, (the "County"), whose legal address is 100 Jefferson County Parkway, Golden, Colorado 80419, acting by and through its duly constituted and appointed Commissioner, Gary D. Laura, to quitclaim and to execute this deed, and the City of Westminster, a Municipal Corporation, ("Westminster"), whose legal address is 4800 West 92nd Avenue, Westminster, CO 80030.

25 cc

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WITNESSETH

THAT WHEREAS, the Board of County Commissioners of the County of Jefferson, State of Colorado, did at a regular meeting of said Board held at the Courthouse in said County on the 14th day of February, 1995, duly adopt and pass Resolution No. CC95-098 authorizing the quitclaim of the hereinafter described real property to Westminster and did by said Resolution appoint and constitute the undersigned as Commissioner to quitclaim and execute deed for said real property to Westminster and on behalf of the said County of Jefferson, State of Colorado, a body politic and corporate, and did further authorize the undersigned to execute this deed and to affix the seal of said County hereto.

STATE DOCUMENTARY FEE
Exempt
FEB 23 1995

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of One Million One Hundred Eighty-Seven Thousand Five Hundred and no/100ths Dollars (\$1,187,500.00) and other good and valuable consideration, in hand paid by Westminster, receipt of which is hereby confessed and acknowledged, the undersigned, acting as Commissioner aforesaid, does by these presents remise, release, sell, and quitclaim unto Westminster, its successors and assigns all the right, title, interest, claim and demand which said County has in and to the following described real property situate, lying and being in the County of Jefferson, State of Colorado:

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 7 AND IN THE WEST 1/2 OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, WHICH CONSIDERING THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 AS BEARING NORTH 00°57'49" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, A NUMBER 6 REBAR; THENCE NORTH 87°58'07" EAST A DISTANCE OF 37.62 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 AND THE EAST RIGHT-OF-WAY LINE OF INDIANA STREET.

AS DESCRIBED UNDER RECEPTION NUMBER 84077622 IN THE RECORDS OF JEFFERSON COUNTY. THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, NORTH 87°58'07" EAST A DISTANCE OF 42.85 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST RIGHT-OF-WAY LINE OF INDIANA STREET AS DESCRIBED IN BOOK 2584 AT PAGE 657 IN THE RECORDS OF JEFFERSON COUNTY; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

- (1) NORTH 00°30'48" WEST, A DISTANCE OF 849.26 FEET;
- (2) SOUTH 89°29'11" WEST, A DISTANCE OF 30.00 FEET;
- (3) NORTH 00°30'49" WEST, A DISTANCE OF 1217.74 FEET;
- (4) NORTH 89°29'03" EAST, A DISTANCE OF 70.00 FEET;
- (5) NORTH 00°30'48" WEST, A DISTANCE OF 222.57 FEET;

THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 81°26'44" EAST, A DISTANCE OF 5003.26 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7 WHICH IS 1273.88 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, SOUTH 00°03'39" EAST, A DISTANCE OF 1957.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7. A ONE-INCH DIAMETER PIPE; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SOUTH 87°51'46" WEST, A DISTANCE OF 2638.86 FEET TO THE 1/4 CORNER COMMON TO SECTION 7 AND SECTION 18, A ONE-INCH DIAMETER PIPE; THENCE ALONG THE EAST LINE OF THE WEST 1/2 OF SECTION 18, SOUTH 00°14'41" EAST, A DISTANCE OF 6274.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST 96TH AVENUE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OR A LINE PARALLEL TO AND 30.00 FEET NORTH, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, SOUTH 87°14'10" WEST, A DISTANCE OF 2010.41 FEET; THENCE NORTH 00°29'50" WEST, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 791.00 FEET; THENCE SOUTH 87°14'10" WEST, PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 343.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INDIANA STREET AS DESCRIBED UNDER RECEPTION NUMBER 84077622 IN THE RECORDS OF JEFFERSON COUNTY; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE ON A LINE PARALLEL TO AND 37.50 FEET EAST, AS MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SOUTHWEST 1/4 AND THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 00°29'50" WEST, A DISTANCE OF 1844.43 FEET;
- (2) NORTH 00°29'57" WEST, A DISTANCE OF 2667.99 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 489.778 ACRES.

EXCEPT THE MOWRER RESERVOIR DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 18; THENCE SOUTH 00°14'41" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 18, A DISTANCE OF 2362.22 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES, A DISTANCE OF 64.30 FEET TO THE MOST EASTERLY END OF MOWRER RESERVOIR, THE TRUE POINT OF BEGINNING; THENCE AROUND SAID RESERVOIR THE FOLLOWING TEN (10) COURSES:

- (1) NORTH 27°11'03" WEST, A DISTANCE OF 419.18 FEET;
- (2) NORTH 45°12'10" WEST, A DISTANCE OF 378.07 FEET;
- (3) SOUTH 52°41'57" WEST, A DISTANCE OF 482.75 FEET;
- (4) SOUTH 71°34'38" EAST, A DISTANCE OF 319.80 FEET;
- (5) SOUTH 68°02'59" EAST, A DISTANCE OF 261.14 FEET;
- (6) SOUTH 26°44'27" WEST, A DISTANCE OF 157.07 FEET;
- (7) SOUTH 12°58'22" EAST, A DISTANCE OF 93.49 FEET;
- (8) SOUTH 45°47'19" EAST, A DISTANCE OF 244.19 FEET;
- (9) NORTH 89°25'48" EAST, A DISTANCE OF 66.54 FEET;
- (10) NORTH 36°20'15" EAST, A DISTANCE OF 578.98 FEET;

TO THE TRUE POINT OF BEGINNING.

This property is being conveyed subject to the restrictions included in the deeds by which the County acquired its interest in the property as follows:

POOR COPY

2

In consideration of this conveyance, party of the second part agrees that the property described herein shall only be used for open space which is intended to provide areas for the conservation of open space and the development of parks and recreational needs of party of the second part, highway or street or road rights-of-way and construction and maintenance, agricultural uses, public utilities, and buildings and structures customarily accessory to such uses, and this restriction shall be perpetual and shall run with the land.

3

Party of the second part is aware that certain radioactive materials from the Rocky Flats Plant, a nuclear weapons production facility owned by the United States of America and now operated by Rockwell International Corporation, are present on the property described in Exhibit A of this deed. By acceptance of this deed, party of the second part acknowledges and agrees that parties of the first part shall have no liability or obligation to party of the second part arising out of or in connection with the presence of such materials or any remedial actions to be taken by the United States or Rockwell International Corporation on the subject property.

("Party of the Second Part" is the County.)

Exh. A AND subject to the following easements, interests and rights of ways as identified in Exhibit "A," a copy of which is attached hereto and incorporated herein by reference.

TOGETHER with all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, wells and well rights, and tributary, nontributary and not nontributary groundwater on, under and appurtenant to or used on the land described herein.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in any way thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of said Jefferson County, State of Colorado, either in law or equity, to the only proper use, benefit and behoof of Westminster.

Reservations made by the Union Pacific Railway Company in deed recorded MAY 8, 1890 IN BOOK 35 AT PAGE 189 (AFFECTS SECTION 7), providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interests therein.

NOTE: CONVEYANCE OF THE ABOVE REFERENCED MINERAL RIGHTS FROM UNION PACIFIC RAILROAD COMPANY TO UNION PACIFIC LAND RESOURCES CORPORATION BY INSTRUMENT RECORDED APRIL 14, 1971 IN BOOK 2251 AT PAGE 796 (AFFECTS SECTION 7).

B. An easement for STEEL TOWER TRANSMISSION LINE and incidental purposes granted to R.J. BARDWELL, by the instrument recorded AUGUST 16, 1924 IN BOOK 249 AT PAGE 418 (AFFECTS SECTION 7). 5

NOTE: SAID EASEMENT WAS CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED OCTOBER 31, 1925 IN BOOK 275 AT PAGE 511. (AFFECTS SECTION 7)

C. ENLARGEMENT OF THE GREAT WESTERN RESERVOIR, AS SHOWN IN MAP AND STATEMENT THEREFOR FILED JANUARY 12, 1948 IN DITCH PLAT BOOK 5 AT PAGE 29. (AFFECTS SECTION 7)

D. An easement for OIL AND GAS PIPELINE and incidental purposes granted to COLORADO-WYOMING GAS COMPANY by the instrument recorded AUGUST 8, 1952 IN BOOK 711 AT PAGE 238 (AFFECTS SECTION 7).

E. ORDER OF INCLUSION IN THE STANDLEY LAKE WATER AND SANITATION DISTRICT RECORDED AUGUST 27, 1973 IN BOOK 2543 AT PAGE 17. (AFFECTS SECTION 7)

F. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United State patent recorded APRIL 25, 1941, in Book 437, at Page 465 (AFFECTS SECTION 18); and any and all assignments thereof or interest therein.

G. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United State patent recorded AUGUST 25, 1917, in Book 119, at Page 585 (AFFECTS SECTION 18); and any and all assignments thereof or interest therein.

H. RIGHT TITLE AND INTEREST IN AND TO THE COAL IN, ON AND UNDER THE SUBJECT PROPERTY, AS GRANTED TO THE UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, BUT EXPRESSLY PROVIDING IN SAID GRANT AND DEED THAT GRANTEE SHALL HAVE NO RIGHT TO USE THE SURFACE OF SUBJECT PROPERTY, ALL AS CONTAINED IN DEED RECORDED JULY 22, 1970 IN BOOK 2196 AT PAGE 483. (AFFECTS SECTION 18)

I. EASEMENT FOR EXISTING MOWER DITCH AS SHOWN BY MAP AND STATEMENT FOR THE MOWER DITCH AND RESERVOIR FILED DECEMBER 23, 1885 IN DITCH PLATS AT PAGE 140. (AFFECTS SECTION 18)

J. WATER AND WATER RIGHTS, DITCH AND DITCH RIGHTS AS CONTAINED IN DOCUMENT RECORDED JANUARY 1, 1981 AT RECEPTION NO. 81038255. (AFFECTS SECTION 18)

K. ORDER OF INCLUSION IN THE STANDLEY LAKE WATER AND SANITATION DISTRICT AS RECORDED AUGUST 27, 1973 IN BOOK 2543 AT PAGE 17. (AFFECTS SECTION 18)

L. The fact, as disclosed by JULY 9, 1985 AT RECEPTION NOS. 85-63464, 85063465 AND 85063466, that some violation of the environmental protection laws may have occurred which may affect the land.

M. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the deed recorded JULY 9, 1985 AT RECEPTION NOS. 85063464 AND 85063465.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-14
Series of 2012

Series of 2012

A RESOLUTION DESIGNATING A DIRECTOR AND ALTERNATE DIRECTOR TO REPRESENT THE CITY OF NORTHGLENN ON THE BOARD OF DIRECTORS OF THE WOMAN CREEK RESERVOIR AUTHORITY, AND REPEALING RESOLUTION 01-22, SERIES OF 2001

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Director of Public Works or the Director of Public Works' designee is hereby designated as the City of Northglenn's representative on the Board of Directors of the Woman Creek Reservoir Authority.

Section 2. The Water Resources Administrator is hereby designated as the City of Northglenn's alternate representative on the Board of Directors of the Woman Creek Reservoir Authority.

Section 3. Resolution No. 01-22, Series of 2001, is hereby repealed.

DATED at Northglenn, Colorado, this ____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney