

**PUBLIC WORKS MEMORANDUM**  
**#35-2023**

**DATE:** Nov. 27, 2023

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *hmg*  
Jason Loveland, Interim Deputy City Manager *AZ*

**FROM:** Kent Kisselman, PE – Director of Public Works *CHK*

**SUBJECT:** CR-153 – Rocky Flats Stewardship Council Triennial Determination

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**PURPOSE**

To consider CR-153, a resolution to approve the fourth renewal of the Rocky Flats Stewardship Council Triennial Review per the Intergovernmental Agreement (IGA).

**BACKGROUND**

Rocky Flats, the former nuclear weapons facility located northwest of Denver, was closed in September 2006 upon signing of the Rocky Flats Legacy Management Agreement. The Agreement was signed by the Department of Energy, the Colorado Department of Health and Environment and the United States Environmental Protection Agency. The Agreement sets forth long-term “maintenance and monitoring” requirements by the Department of Energy.

The Rocky Flats Stewardship Council, formed in February 2006, provides ongoing local government and community oversight of the post-closure management of Rocky Flats. The Stewardship Council’s mandate is found in Federal law. The Stewardship Council includes elected officials from 10 municipal governments neighboring Rocky Flats, three community organizations, and one individual with no affiliation.

The City of Northglenn, along with the cities of Westminster and Thornton and the City and County of Broomfield, have been following site decommissioning, environmental cleanup, and related water quality concerns since 1993. The City’s membership on the Stewardship Council focuses on water quality monitoring, groundwater treatment system maintenance and operations, and other related environmental issues.

**BUDGET/TIME IMPLICATIONS**

There are no financial impacts to the City. This IGA is for three years.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-153, a resolution that, if approved, would support the continuation of the Rocky Flats Stewardship Council for an additional three years per the IGA. Staff recommends approval of CR-153.

**STAFF REFERENCE**

If Council Members have any questions, they may contact Kent Kisselman, Director of Public Works, at 303.450.4005 or [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org).

**ATTACHMENT**

1. Rocky Flats Stewardship Council IGAs

CR-153 – Rocky Flats Stewardship Council Triennial Determination

**ATTACHMENT 1**

Res. 18-04 - 2nd Amendment to RFSC IGA  
Res. 11-108 - 1st Amendment to RFSC IGA  
Res. 06-34 - Rocky Flats Stewardship Council IGA

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-5  
Series of 2018

18-04  
Series of 2018

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROCKY FLATS STEWARDSHIP COUNCIL

WHEREAS, the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder, Golden, Northglenn, Thornton, and Westminster, and the Town of Superior (collectively, the "Parties"), entered into an intergovernmental agreement dated February 13, 2006, as amended on February 6, 2012 ("IGA") establishing the Rocky Flats Stewardship Council, a separate legal public entity created by such IGA as permitted by Colorado Constitution Article XIV and section 18(2), part 2 of article 1, title 29, C.R.S. ("Stewardship Council"); and

WHEREAS, the Stewardship Council was established to allow local governments to continue working together on issues related to the long-term protection of Rocky Flats, as described in the IGA; and

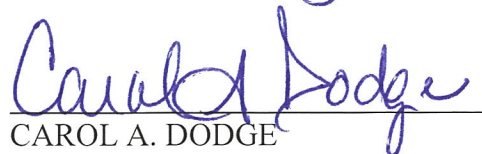
WHEREAS, the Stewardship Council proposes a Second Amendment to the IGA to clarify the definition of "Rocky Flats" and to amend the mission statement and purposes of the Stewardship Council; and

WHEREAS, the City Council of the City of Northglenn desires to approve and execute the Second Amendment to the IGA establishing the Rocky Flats Stewardship Council.

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

Section 1. The Second Amendment to the Intergovernmental Agreement Establishing the Rocky Flats Stewardship Council, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

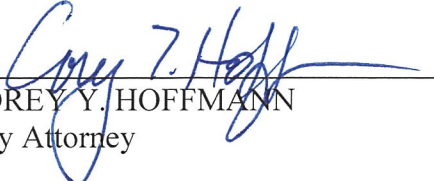
DATED at Northglenn, Colorado, this 8<sup>th</sup> day of January, 2018.

  
CAROL A. DODGE  
Mayor

ATTEST:

  
\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**SECOND AMENDMENT  
TO  
INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE  
ROCKY FLATS STEWARDSHIP COUNCIL**

This Second Amendment to Intergovernmental Agreement establishing the Rocky Flats Stewardship Council (“Second Amendment to IGA”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to Colo. Const. Art. XIV, Section 18(2), part 2 of article 1, title 29, C.R.S., by and among the following parties who have executed this IGA: BOULDER COUNTY, a body politic and corporate and political subdivision of the State of Colorado, JEFFERSON COUNTY, a body politic and corporate and political subdivision of the State of Colorado, the CITY OF ARVADA, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY OF BOULDER, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY AND COUNTY OF BROOMFIELD, a Colorado municipality and county, the CITY OF WESTMINSTER, a home-rule municipal corporation and political subdivision of the State of Colorado, the TOWN OF SUPERIOR, a municipal corporation, the CITY OF GOLDEN, a home rule municipal corporation and political subdivision of the State of Colorado, and the CITY OF NORTHGLENN, a home-rule municipal corporation and political subdivision of the State of Colorado, and the CITY OF THORNTON, a home-rule municipal corporation and political subdivision of the State of Colorado (singularly and/or collectively, “Party/Parties”).

**RECITALS**

WHEREAS, the Rocky Flats Stewardship Council (“Stewardship Council”) was established by intergovernmental agreement (“IGA”) effective February 13, 2006, as modified by First Amendment dated February 6, 2012 (collectively, the “IGA”), by and among Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Westminster, the Town of Superior, the City of Golden, the City of Northglenn, and the City of Thornton, and was created to allow local governments to work together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council is currently governed by a Board of Directors made up of public official representatives of ten Colorado local governments with borders which lie adjacent to or near the Rocky Flats site, including Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Golden, the City of Northglenn, the City of Thornton, the City of Westminster, and the Town of Superior; and community stakeholder representatives including the League of Women Voters, the Rocky Flats Cold War Museum, and the Rocky Flats Homesteaders; and

WHEREAS, after more than ten years of operations, the Stewardship Council now desires to update and clarify its mission and purposes, to more accurately describe its role and replace technical references to current regulatory standards;

WHEREAS, the Stewardship Council, at a meeting held September 11, 2017, approved the proposed revisions to the IGA; and

WHEREAS, any modification to the IGA requires a written amendment, executed by all Parties to be valid and binding; and

WHEREAS, the Constitution and the laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the execution of this Second Amendment to IGA by the existing Parties to the IGA implements Colo. Const. Art. XIV, Sec. 18(2), and part 2 of article 1, title 29, C.R.S., and is in the best interest of the Parties, the region and the people of the State of Colorado;

THEREFORE, the Parties to this Second Amendment to IGA hereby covenant and agree as follows:

#### COVENANTS AND AGREEMENTS

1. Definitions. The following term as provided under the heading “Definitions” in the IGA shall be amended as follows:

“*Rocky Flats*” means the entire former Rocky Flats nuclear weapons site, a federal facility currently under the jurisdiction of both the United States Department of Energy (DOE) and United States Department of the Interior (DOI), located primarily in Jefferson County, Colorado, inclusive of the entire Rocky Flats National Wildlife Refuge. (See map, shown as “Attachment 1.”)

2. Mission Statement. Paragraph 2 of the IGA, regarding the Stewardship Council’s Mission Statement, is hereby amended in its entirety to read as follows:

Mission Statement. The mission of the Stewardship Council is --

- a. To provide continuing local engagement on activities occurring at the Rocky Flats site regarding long-term stewardship of residual contamination and refuge management;
- b. To provide a forum to track issues related to former site employees, including but not limited to long-term health benefits and pension programs;
- c. To provide an ongoing mechanism to help maintain public knowledge of Rocky Flats and the ongoing needs and responsibilities regarding contaminant management and refuge management; and

- d. To provide an ongoing forum to engage on all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

3. Purposes. Paragraph 3 of the IGA, regarding the Stewardship Council's Purposes, is hereby amended in its entirety to read as follows:

Purposes. Specifically, the purposes of the Stewardship Council are:

- a. To provide a forum for elected officials and community members to discuss with federal, state, and local elected officials and agencies issues related to the long-term stewardship and management of the Rocky Flats site.
- b. To provide a forum for elected officials and community members to be briefed on the results of the operational and performance monitoring data of site operations.
- c. To provide a mechanism for keeping elected officials and community members informed of the results of the monitoring data.
- d. To provide a mechanism for educating elected officials and community members about the residual hazards and the continued need for a comprehensive site-wide stewardship program.
- e. To provide a forum for USFWS staff to work with elected officials and community members on issues related to the management of resources under that agency's jurisdiction.
- f. To serve as the designated LSO, pursuant to Section 3120 of the 2005 National Defense Authorization Act, Public Law 108-375.
- g. To serve as a participating agency under the National Environmental Policy Act (NEPA) for preparation of environmental impact assessments, to serve as a participating agency under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Section 120(f), and to assist the Parties as provided in the Rocky Flats Legacy Management Agreement.
- h. To provide a forum for all other issues pertinent to Rocky Flats.

4. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the IGA shall remain in full force and effect.

5. Counterpart Execution. This Second Amendment to IGA 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.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to IGA effective as of the date first written above.

COUNTY OF BOULDER

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



COUNTY OF JEFFERSON

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF ARVADA

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF BOULDER

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY AND COUNTY OF BROOMFIELD

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF THORNTON

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF WESTMINSTER

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

TOWN OF SUPERIOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF GOLDEN

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



CITY OF NORTHGLENN

Date: January 8, 2018

Carol A. Dodge  
Carol A. Dodge  
Mayor

ATTEST:

Johanna Small  
Johanna Small, CMC  
City Clerk

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-113  
Series of 2011

11-108  
Series of 2011

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROCKY FLATS STEWARDSHIP COUNCIL

WHEREAS, the Rocky Flats Stewardship Council ("Stewardship Council") was established by intergovernmental agreement ("IGA") effective February 13, 2006 to allow local governments to continue working together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council is currently governed by a Board of Directors made up of public official representatives of nine Colorado local governments with borders which lie adjacent to or near the Rocky Flats site, including Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Golden, the City of Northglenn, the City of Westminster, and the Town of Superior; and

WHEREAS, the City of Thornton also lies near the Rocky Flats site and has requested to become a party to the Stewardship Council; and

WHEREAS, the Stewardship Council, at a meeting held September 12, 2011, approved the request by Thornton to become a party to the IGA and a member of the Stewardship Council, subject to the terms and conditions of the IGA, and further determined to make the Cities of Northglenn and Golden "permanent" rather than "rotating" parties to the Stewardship Council; and

WHEREAS, the addition of any local government to the Stewardship Council or other modification to the IGA requires a written amendment, executed by all Parties to be valid and binding; and

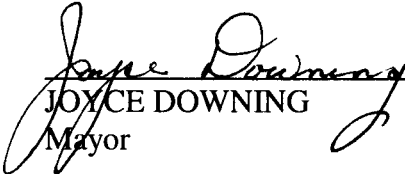
WHEREAS, the execution of this First Amendment to IGA by the existing Parties to the IGA and by the City of Thornton implements Colo. Const. Art. XIV, Sec. 18(2), and Part 2 of Article 1, Title 29, C.R.S., and is in the best interest of the Parties, the region and the people of the State of Colorado.

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

Section 1. The First Amendment to Intergovernmental Agreement Establishing the Rocky Flats Stewardship Council, attached hereto as Exhibit A, between the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder, Golden,

Northglenn, Thornton, and Westminster, and the Town of Superior, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

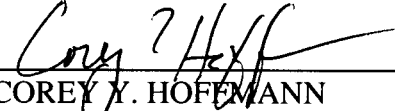
DATED at Northglenn, Colorado, this 10<sup>th</sup> day of November, 2011.

  
JOYCE DOWNING  
Mayor

ATTEST:

  
\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

FIRST AMENDMENT  
TO  
INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE  
ROCKY FLATS STEWARDSHIP COUNCIL

This First Amendment to Intergovernmental Agreement establishing the Rocky Flats Stewardship Council (“First Amendment to IGA”) is made and entered into as of this 16<sup>th</sup> day of April, 2012, pursuant to Colo. Const. Art. XIV, Section 18(2), part 2 of article 1, title 29, C.R.S., by and among the following parties who have executed this IGA: BOULDER COUNTY, a body politic and corporate and political subdivision of the State of Colorado, JEFFERSON COUNTY, a body politic and corporate and political subdivision of the State of Colorado, the CITY OF ARVADA, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY OF BOULDER, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY AND COUNTY OF BROOMFIELD, a Colorado municipality and county, the CITY OF WESTMINSTER, a home-rule municipal corporation and political subdivision of the State of Colorado, the TOWN OF SUPERIOR, a municipal corporation, the CITY OF GOLDEN, a home rule municipal corporation and political subdivision of the State of Colorado, and the CITY OF NORTHGLENN, a home-rule municipal corporation and political subdivision of the State of Colorado, and the CITY OF THORNTON, a home-rule municipal corporation and political subdivision of the State of Colorado (singularly and/or collectively, “Party/Parties”).

RECITALS

WHEREAS, the Rocky Flats Stewardship Council (“Stewardship Council”) was established by intergovernmental agreement (“IGA”) effective February 13, 2006, and was created to allow local governments to work together on issues related to the long-term protection of Rocky Flats; and

WHEREAS, the Stewardship Council is currently governed by a Board of Directors made up of public official representatives of nine Colorado local governments with borders which lie adjacent to or near the Rocky Flats site, including Boulder County, Jefferson County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Golden, the City of Northglenn, the City of Westminster, and the Town of Superior; and community stakeholder representatives including the League of Women Voters, the Rocky Flats Cold War Museum, the Rocky Flats Homesteaders and Arthur Widdowfield; and

WHEREAS, the City of Thornton also lies near the Rocky Flats site and has requested to become a party to the Stewardship Council; and

WHEREAS, the Stewardship Council, at a meeting held September 12, 2011, approved the request by Thornton to become a Party to the IGA and a member of the Stewardship Council, subject to the terms and conditions of the IGA; and

WHEREAS, the Stewardship Council has further determined to make the Cities of Northglenn and Golden “permanent” rather than “rotating” parties to the Stewardship Council; and

WHEREAS, the addition of any local government to the Stewardship Council or other modification to the IGA requires a written amendment, executed by all Parties to be valid and binding; and

WHEREAS, the Constitution and the laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the execution of this First Amendment to IGA by the existing Parties to the IGA and by the City of Thornton implements Colo. Const. Art. XIV, Sec. 18(2), and part 2 of article 1, title 29, C.R.S., and is in the best interest of the Parties, the region and the people of the State of Colorado;

THEREFORE, the Parties to this First Amendment to IGA hereby covenant and agree as follows:

#### COVENANTS AND AGREEMENTS

1. Addition of the City of Thornton. The IGA is hereby amended to add the City of Thornton as a local government member and Party to the IGA, with all the rights, privileges and duties associated therewith, and the initial paragraph, the recitals, the body and the signature pages of the IGA shall be deemed amended to reflect this action.

2. Amendments to Remove Designation of “Permanent” and “Rotating” Parties. There shall no longer be a distinction between “Permanent Party” and “Rotating Party.” Accordingly, the IGA is hereby modified as follows:

a. Definitions: The following terms as provided under the heading “Definitions” in the IGA shall be amended as follows:

i. *“Party” shall mean “a unit of local government who is a signatory to this IGA, as amended, including the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder, Golden, Northglenn, Thornton and Westminster, and the Town of Superior.*

ii. “Permanent Party” and “Rotating Party” are hereby deleted from the IGA in their entirety.

b. Board of Directors. The first sentence of Paragraph 7 of the IGA regarding the Board of Directors shall be amended to read as follows:

*The legislative and administrative power of the Stewardship Council shall be vested with a Board of Directors not to exceed fourteen (14) in number, one representing each of the ten Parties, and one representing each of the Members (not to exceed four); each with one equal vote.*

c. References. All other references to “Permanent” and “Rotating” Parties in the IGA shall be read to be interpreted with the Parties’ intention to remove the distinction in designations, and refer only to “Parties.”

3. Amendment to Paragraph 7 regarding Actions of the Board: Paragraph 7.j. titled “Actions of Board” is hereby amended to change the minimum voting requirement for Board action from nine to eleven, as follows:

*j. Actions of Board. Actions of the Board require an affirmative vote of at least eleven (11) Directors. In the event a decision is made with less than a unanimous vote, Director(s) in the minority may include a statement in the record reflecting its or their views.*

4. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the IGA shall remain in full force and effect.

5. Counterpart Execution. This First Amendment to IGA 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.

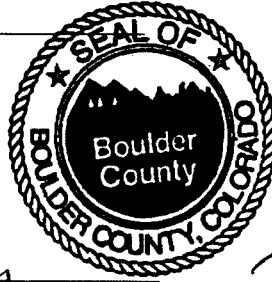
IN WITNESS WHEREOF, the Parties have executed this First Amendment to IGA effective as of the date first written above.

COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

*Ben Pearlman*

Ben Pearlman, Chair

ATTEST:



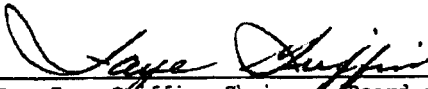
APPROVED AS TO FORM:

*Cecilia S. Lacey*  
Deputy Clerk to the Board

*H. Lawrence Hoyt*  
H. Lawrence Hoyt, County Attorney

COUNTY OF JEFFERSON

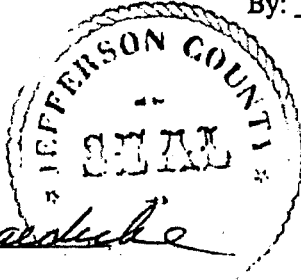
Date: 11-9-11



By: Faye Griffin, Chairman, Board of County Commissioners

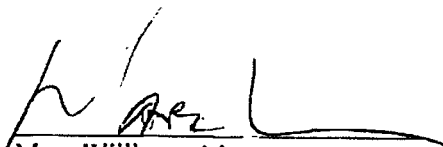
ATTEST:








CITY OF ARVADA

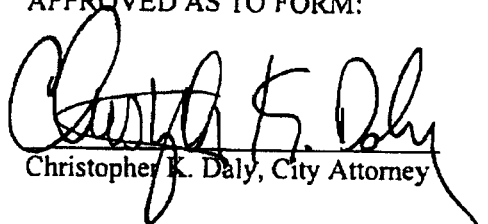
  
Marc Williams, Mayor

ATTEST:

  
City Clerk



APPROVED AS TO FORM:

  
Christopher K. Daly, City Attorney

CITY OF BOULDER

Date: 2/23/2012


By: Mattias Appella

ATTEST:

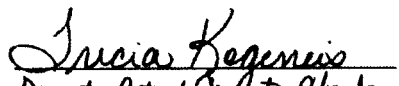
[Handwritten Signature]

CITY AND COUNTY OF BROOMFIELD

Date: November 15, 2011

  
By: Pat Quinn, Mayor

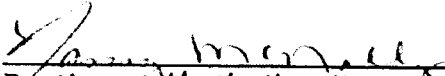
ATTEST:

  
Deputy City & County Clerk

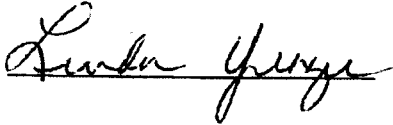


CITY OF WESTMINSTER

Date: 4-16-12

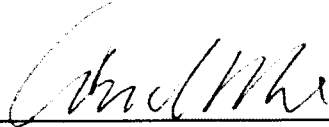
  
By: Nancy McNally, Mayor

ATTEST:

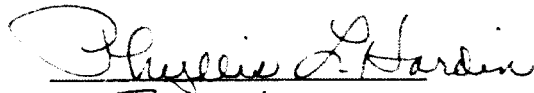


TOWN OF SUPERIOR

Date: 11/28/11

  
By: Andrew Muckle, Mayor

ATTEST:

  
Town Clerk

CITY OF GOLDEN

Date: 2/9/2012

Marjorie N. Sloan  
Marjorie N. Sloan  
Mayor



Susan M. Brooks  
Susan M. Brooks, MMC  
City Clerk

CITY OF NORTHGLENN

Date: November 10, 2011

By: Joyce Downing  
Joyce Downing, Mayor

ATTEST:

[Signature]

*The legislative and administrative power of the Stewardship Council shall be vested with a Board of Directors not to exceed fourteen (14) in number, one representing each of the ten Parties, and one representing each of the Members (not to exceed four); each with one equal vote.*

c. References. All other references to "Permanent" and "Rotating" Parties in the IGA shall be read to be interpreted with the Parties' intention to remove the distinction in designations, and refer only to "Parties."

3. Amendment to Paragraph 7 regarding Actions of the Board: Paragraph 7.j. titled "Actions of Board" is hereby amended to change the minimum voting requirement for Board action from nine to eleven, as follows:

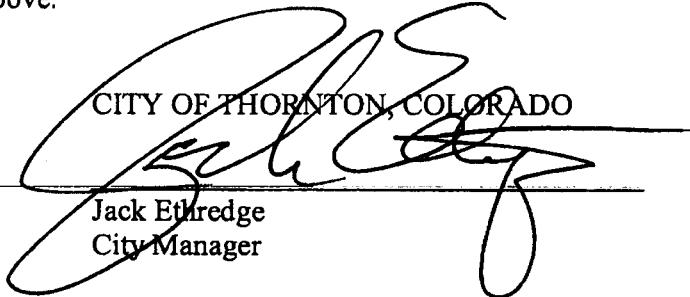
j. *Actions of Board. Actions of the Board require an affirmative vote of at least eleven (11) Directors. In the event a decision is made with less than a unanimous vote, Director(s) in the minority may include a statement in the record reflecting its or their views.*

4. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the IGA shall remain in full force and effect.

5. Counterpart Execution. This First Amendment to IGA 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.

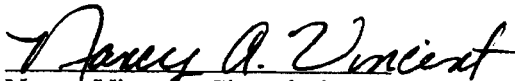
IN WITNESS WHEREOF, the Parties have executed this First Amendment to IGA effective as of the date first written above.

CITY OF THORNTON, COLORADO



Jack Ethredge  
City Manager

ATTEST:

  
Nancy Vincent, City Clerk

APPROVED AS TO FORM:

Margaret Emerich  
Thornton City Attorney





SPONSORED BY: COUNCIL MEMBER PAIZ

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-36  
Series of 2006

06-34  
Series of 2006

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROCKY FLATS STEWARDSHIP COUNCIL

WHEREAS, the Rocky Flats site is a U.S. Department of Energy-owned cleanup and closure site located in Jefferson County and adjacent to or near Boulder County, the City and County of Broomfield, the cities of Arvada, Westminster, Golden and Northglenn, the Town of Superior, and the City of Boulder; and


WHEREAS, effective October 13, 2005, the Rocky Flats Site has been declared to be "physically cleaned up" and closed down, with Department of Energy's regulatory approval of the closure anticipated to be reached in late 2006; and

WHEREAS, the Parties are all local governments which shall exist in perpetuity, and which have a fiduciary duty to protect the health and welfare of their communities, and thereby desire to establish the Stewardship Council.

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


The Intergovernmental agreement between the City of Northglenn, Jefferson County, Boulder County, the City of Arvada, the City of Boulder, the City and County of Broomfield, the City of Golden, the City of Westminster, and the Town of Superior to establish the Rocky Flats Stewardship Council, as attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.


DATED at Northglenn, Colorado, this 26<sup>th</sup> day of January 2006.

  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

APPROVED AS TO FORM:

  
DIANA L. LENTZ, CMC  
City Clerk

  
COREY Y. HOFFMANN  
City Attorney

INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE  
ROCKY FLATS STEWARDSHIP COUNCIL

This Intergovernmental Agreement (“IGA”) establishing the Rocky Flats Stewardship Council is made and entered into as of this 13<sup>th</sup> day of February, 2006, pursuant to Colo. Const. Art. XIV, Section 18(2), part 2 of article 1, title 29, C.R.S., by and among the following parties who have executed this IGA: BOULDER COUNTY, a body politic and corporate and political subdivision of the State of Colorado, JEFFERSON COUNTY, a body politic and corporate and political subdivision of the State of Colorado, the CITY OF ARVADA, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY OF BOULDER, a home-rule municipal corporation and political subdivision of the State of Colorado, the CITY AND COUNTY OF BROOMFIELD, a Colorado municipality and county, the CITY OF WESTMINSTER, a home-rule municipal corporation and political subdivision of the State of Colorado, the TOWN OF SUPERIOR, a municipal corporation, the CITY OF GOLDEN, a home rule municipal corporation and political subdivision of the State of Colorado, and the CITY OF NORTHGLENN, a home-rule municipal corporation and political subdivision of the State of Colorado (singularly and/or collectively, “Party/Parties”).

RECITALS

WHEREAS, the Rocky Flats site (“Rocky Flats” or “Site”) is a U.S. Department of Energy (“DOE”)-owned cleanup and closure site located in Jefferson County and adjacent to or near Boulder County, the City and County of Broomfield, the cities of Arvada, Westminster, Golden and Northglenn, the Town of Superior, and the City of Boulder; and

WHEREAS, since 1995, Rocky Flats has been undergoing nuclear deactivation and decommissioning, waste management and shipment, special nuclear material removal, environmental cleanup and site closure, pursuant to an accelerated closure contract between DOE and Kaiser-Hill Company; and

WHEREAS, as successor to the Rocky Flats Local Impacts Initiative formed in 1993, the Rocky Flats Coalition of Local Governments (“Coalition”) was established by Intergovernmental Agreement dated as of February 9, 1999, and amended by Amended Intergovernmental Agreement, dated as of November 3, 2003, by and among the following seven governments: the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder and Westminster, and the Town of Superior, for the purpose of working together to have a coordinated local government involvement in information sharing, advocacy and planning concerning Rocky Flats; and

WHEREAS, effective October 13, 2005, the Rocky Flats Site has been declared to be “physically cleaned up” and closed down, with DOE’s regulatory approval of the closure anticipated to be reached in late 2006; and

WHEREAS, pursuant to the "Rocky Flats National Wildlife Refuge Act of 2001," vast portions of Rocky Flats will become a National Wildlife Refuge, managed by the Department of the Interior ("DOI") through the United States Fish and Wildlife Service ("USFWS"), with retained jurisdiction by DOE for continuing responsibility for management of cleanup remedies; and

WHEREAS, Section 3120 of the 2005 National Defense Authorization Act, Public Law No. 108-375, directs the DOE Office of Legacy Management to establish a "local stakeholder organization" ("LSO") at the Rocky Flats Site; and

WHEREAS, the DOE Office of Legacy Management has provided the Coalition with certain guidance in the establishment of the LSO, based upon the language of the 2005 National Defense Authorization Act, including parameters for the development of an LSO operating plan, and elected official and non-elected membership of the LSO; and

WHEREAS, the Coalition parties and the parties to this IGA, with participation from representatives of other key stakeholders and members of the public, have developed and submitted to DOE a plan which includes an LSO mission, organizational objectives and scope of work ("LSO Plan"), which LSO Plan was approved by DOE on December 21, 2005; and

WHEREAS, the Coalition parties and the parties to this IGA desire to provide (1) continuing local oversight of activities occurring at the Rocky Flats site, to ensure that local government and community interests are met with regards to long-term stewardship of residual contamination and refuge management; (2) a forum to address issues facing former site employees, including but not limited to long-term health benefits and pension programs; and (3) an ongoing mechanism to maintain public knowledge of Rocky Flats and to educate successive generations of ongoing needs and responsibilities regarding contaminant management and refuge management; and

WHEREAS, the Coalition parties and the parties to this IGA have determined to establish the Rocky Flats Stewardship Council ("Stewardship Council") to oversee all post-closure Rocky Flats activities, including serving as the LSO and implementing the LSO Plan; and

WHEREAS, following the creation of the Stewardship Council, it is anticipated that the Coalition will conclude its existence, having fulfilled its purposes; and

WHEREAS, the Constitution and the laws of the State of Colorado permit and encourage local governmental entities to cooperate with each other to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2), and part 2 of article 1, title 29, C.R.S., the parties may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each and, further, any such contract may provide for joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, such cooperation would be of particular benefit for the purposes stated in this IGA and, additionally, would be in the best interest of the Parties, the region and the people of the State of Colorado; and

WHEREAS, the Parties are all local governments which shall exist in perpetuity, and which have a fiduciary duty to protect the health and welfare of their communities, and thereby desire to establish the Stewardship Council; and

WHEREAS, it is not intended that the powers and responsibilities of governmental entities be in any way usurped;

THEREFORE, the Parties to this IGA hereby covenant and agree as follows:

#### DEFINITIONS

As used in this IGA, unless the context otherwise requires:

“Alternate Director” means, in reference to a Permanent or Rotating Party, one of up to two alternates designated by a Party, who may be either an elected official or employed by the Party, to serve as a voting Director in the event of absence or resignation of a Director. In addition, in reference to a Member who is acting on behalf of an *entity* (as opposed to a Member who is an individual acting for him or herself), “Alternate Director” means one of up to two alternates designated by a Member, to serve as a voting Director in the event of absence or resignation of a Member Director.

“Board” means the Board of Directors of the Rocky Flats Stewardship Council.

“Bylaws” means that set of operational procedures of the Rocky Flats Stewardship Council adopted, revised, repealed, re-enacted and amended from time to time by the Board.

“Committee” means any committee established by the Board as provided in the Bylaws for purposes of assisting the Board in the discharge of its duties and making recommendations on matters before the Board, whose members shall be appointed by the Board and whose membership may include persons representing entities other than local governments.

“Director” means each individual selected by each Party, who shall be an elected official of the Party, to be a voting member of the Board, and shall include Alternate Director(s) who shall act in the absence of his/her director. In addition, in reference to a Member, “Director” means the individual appointed by a Member to be a voting member of the Board.

“DOE” means the U.S. Department of Energy.

“DOI” means the U.S. Department of Interior.

“LSO” or “Local Stakeholder Organization” means the Rocky Flats post-closure entity organized under the direction of the DOE Legacy Management, pursuant to Section 3120 of the 2005 National Defense Authorization Act, Public Law 108-375.

“Meeting” means a regular or special meeting of the Board as more specifically defined in the Bylaws.

“Member” means one of up to four (4) community stakeholder representatives with a right to appoint a Director to the Board, selected pursuant to the procedures established by the Stewardship Council in its Bylaws.

“Party” means a unit of local government who is either a Permanent party or a Rotating Party and a signatory to this IGA.

“Permanent Party” means a public entity signatory to this IGA whose ability to appoint Directors to the Board does not rotate with other Parties, and includes the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder and Westminster, and the Town of Superior.

“Rocky Flats” means the entire Rocky Flats closure site, a federal facility currently under the jurisdiction of the United States Department of Energy located in Jefferson County, Colorado, and inclusive of all lands within such site regardless of whether or not management of such lands is transferred to either DOE or to DOI.

“Rocky Flats National Wildlife Refuge” means the area designated as such pursuant to the Rocky Flats National Wildlife Refuge Act of 2001, approved by the U.S. Congress and signed into law on December 28, 2001, and as may be amended from time to time.

“Rocky Flats Stewardship Council” or “Stewardship Council” means the entity established by this IGA.

“Rotating Party” means an eligible public entity signatory to this IGA whose right to appoint Directors to the Board rotates with other parties and includes the Cities of Golden and Northglenn.

“USFWS” means the U.S. Fish and Wildlife Service who is tasked with the management of the Rocky Flats National Wildlife Refuge under the DOI.

## COVENANTS AND AGREEMENTS

1. Establishment and Denomination of Stewardship Council. The Parties hereby establish a separate legal entity to be denominated the “Rocky Flats Stewardship Council.”
2. Mission Statement. The mission of the Stewardship Council is --

- a. To provide continuing local oversight of activities occurring at the Rocky Flats site, to ensure that local government and community interests are met with regards to long-term stewardship of residual contamination and refuge management;
- b. To provide a forum to track issues related to former site employees, including but not limited to long-term health benefits and pension programs;
- c. To provide an ongoing mechanism to maintain public knowledge of Rocky Flats and to educate successive generations of ongoing needs and responsibilities regarding contaminant management and refuge management; and
- d. To provide an ongoing forum to address all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

3. Purposes. Specifically, the purposes of the Stewardship Council are:

- a. To provide a forum for elected officials and community members to discuss with federal, state, and local elected officials and agencies issues related to the long-term stewardship and management of the Rocky Flats site.
- b. To provide a forum for elected officials and community members to be briefed on the results of the operational and performance monitoring data of site operations.
- c. To provide a mechanism for keeping elected officials and community members informed of the results of the monitoring data.
- d. To provide a mechanism for educating succeeding generations about the residual hazards and the continued need for a comprehensive site-wide stewardship program.
- e. To provide a forum for USFWS staff to work with elected officials and community members on issues related to the management of resources under that agency's jurisdiction.
- f. To serve as the designated LSO, pursuant to Section 3120 of the 2005 National Defense Authorization Act, Public Law 108-375.
- g. To serve as a participating agency under the National Environmental Protection Act (NEPA) for preparation of environmental impact assessments, serve as a participating agency under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

Section 120(f), and assist the Parties in their consultative roles as provided in Section 27, Section 281 of the 1996 Rocky Flats Cleanup Agreement.

- h. To act as a spokesperson for the community's interest in Rocky Flats in discussions with other public and private entities concerning local issues affecting Rocky Flats.
- i. To provide a forum for all other issues pertinent to Rocky Flats, as determined by the Stewardship Council Board of Directors.

4. Powers. The Stewardship Council shall have the following powers, to the extent such powers are delegable functions or services lawfully authorized to the Parties, and to the extent they are reasonably related to the purposes stated above:

- a. Enter into contracts;
- b. Sue or be sued;
- c. Solicit and accept funds and in-kind contributions in whatever form, including grants, donations or loans;
- d. Incur revenue-based or other non-general obligation debt;
- e. Own, buy, sell and lease real estate and personal property;
- f. Hire employees and retain agents, consultants and services;
- g. Administer and supervise grants and loans to other entities;
- h. Obtain insurance;
- i. Advocate policies, programs, funding and legislation with other governmental entities;
- j. Prepare and disseminate public information;
- k. Indemnify its directors, officers and employees to the extent they are operating within the scope of their capacities with the Stewardship Council;
- l. Establish projects, committees, trusts, foundations or other vehicles to help further the purposes of this IGA;
- m. Negotiate agreements on behalf of the Stewardship Council;
- n. Engage in lobbying activities in accordance with state and federal law;
- o. Perform services for a fee;
- p. Adopt bylaws;

And to have such other powers as may, from time to time, be agreed upon by the unanimous consent of the Parties pursuant to recommendation of the Board, except that the Stewardship Council shall not have the power to levy taxes.

5. Reservation of Powers. The powers of the Stewardship Council shall not be construed as restricting or limiting any Party, individually or severally, from performing any governmental or regulatory powers or duties otherwise granted by law. Each Party expressly reserves and retains its right to develop, adopt, implement and enforce, in its sole discretion, land use plans, land use, zoning and building regulations, redevelopment plans, capital improvement plans, and public improvement or service plans for property, buildings, and facilities within its

jurisdiction. Nothing in this IGA shall be deemed to restrict, modify or otherwise impair the powers of any Party in any manner, including any separate or discrete actions which may be taken by any Party relating to Rocky Flats. However, it is the intention of the Parties that the Stewardship Council will be the forum for discussion of issues of mutual interest as pertaining to Rocky Flats.

6. Operations. It is the intent of the Parties that the Stewardship Council shall be a political subdivision, and unit of local government of the state of Colorado and that the Stewardship Council shall abide by all federal, state and local laws applicable to governmental entities. To the extent that any of the Stewardship Council's funds are contributed by the Parties, then such funds shall be subject to their lawful appropriation by the respective Party. To the extent it is subject to the provisions of Article X, Section 20 of the Colorado Constitution, the Parties intend to establish the Stewardship Council as an enterprise thereunder. The procedures and operations of the Stewardship Council shall be subject to the provisions of this IGA and the Bylaws of the Board.

The Board shall annually prepare and adopt a budget pursuant to the provisions of Title 29, Art. 1, Part 1, C.R.S. The Board shall provide for an annual audit conducted by an independent accountant which complies with Title 29, Art. 1, Part 6, C.R.S., and with applicable federal regulations for receipt of federal funds. The Treasurer of the Board or his/her designee shall provide a detailed quarterly financial statement to all Directors and Alternate Directors. The Board shall annually prepare and distribute to the Parties and make available to the public a report of its performance. The financial statement shall include all revenues, revenue sources, expenditures and balances. The Stewardship Council shall operate in accordance with the Open Records Act, §§ 24-72-201, *et seq.*, C.R.S.

7. Board of Directors. The legislative and administrative power of the Stewardship Council shall be vested with a Board of Directors not to exceed twelve (12) in number, one representing each of the seven Permanent Parties, one representing one of the Rotating Parties, and one representing each of the Members (not to exceed four); each with one equal vote. The Directors shall be selected as set forth in this paragraph:

a. Permanent/Rotating Parties. Directors shall be designated in writing by each Party upon execution of this IGA, and annually thereafter on or before February 1 of each year. Parties may appoint one Director who shall be an elected official of the Party, and up to two Alternate Directors. A Director serves at the pleasure of the Party designating him or her and may be replaced by the Permanent Party at any time. Failure to take action by the specified dates shall not prevent a Party from designating its Director and Alternate Director(s). The Rotating Parties shall annually alternate with each other for each term of office for Director and Alternate Directors on the Stewardship Council Board. The process for selection of the Rotating Party to initially serve on the Board shall be provided for in the Bylaws.

b. Members. Following selection of the Members to the Board, and annually thereafter on or before February 1 of each year, each Member shall designate in writing one Director and up to two Alternate Directors, to serve on the Board. However, in the



event a Member is an individual rather than an entity, then such Member shall not be entitled to the appointment of Alternate Directors. A Member Director serves at the pleasure of the Member designating him or her, and may be replaced by the Member at any time. Failure to take action by the specified dates shall not prevent a Member from designating its Director and Alternate Director(s).

c. Term. A term of office for each Director shall be for one year, beginning February 1 and expiring January 31 of the following year, without limitation on successive or additional terms served by any Director, except as applicable for Rotating Parties.

d. Oath. The Directors and Alternate Directors shall take an appropriate oath of office.

e. Alternate Directors. Alternate Directors may serve in lieu of Directors in the event of absence, resignation or removal of Directors.

f. Compensation. Directors shall receive no salary or compensation for their services, except to cover such expenses as may be provided in the Bylaws.

g. Ex-Officio Directors. The Board may provide in the Bylaws for non-voting ex-officio members.

h. Chair/Officers. The Board shall annually elect a Chair of the Board in accordance with procedures established in the Bylaws, who must also be a Director, who shall preside at all regular or special meetings of the Board and who shall serve at the pleasure of the Board, and such other officers as may be provided in the Bylaws. The Board may act by motion or resolution.

i. Board Procedures. Board procedural matters, including agenda, quorum, voting, meeting and notice requirements shall be established in the Bylaws, except as set forth in this IGA.

j. Actions of Board. Actions of the Board require an affirmative vote of at least nine Directors. In the event a decision is made with less than a unanimous vote, a Director in the minority may include a statement in the record reflecting its views.

8. Establishment of Committees. The Board may establish committees to assist the Board in the discharge of its duties and to make recommendations on matters before the Board. Committees may include members who are not Directors. Committee members shall be appointed by the Board. The composition, appointment, duties, and operations of committees shall be defined in the Bylaws.

9. Meetings. Regular meetings of the Board shall be held at such times as the Board shall from time to time establish, but not less than quarterly, unless otherwise provided for in the Bylaws. No regular meeting of the Board shall occur without written notice to each Director and

Alternate Director of the time, date, and place of such meeting, together with a written agenda; provided, however, the actions of the Board shall not be limited to matters on such agenda. Special meetings of the Board may be held as provided in the Bylaws. All regular and special meetings of the Board and committees shall be conducted pursuant to the Open Meetings Law, §§ 24-6-401, *et seq.*, C.R.S.

10. Term, Withdrawal and Dissolution. This IGA shall commence on the date of its full execution by all the Parties, and shall remain in effect until the earliest of

- a. termination or rescission by the unanimous written agreement of all Parties, or
- b. decrease of the number of Parties to fewer than six, or
- c. lack of a unanimous triennial determination by the Parties that the Stewardship Council should continue for an additional three (3) years. Every third calendar year, commencing from the effective date of this IGA until termination of the Stewardship Council, the Parties agree to consider whether to continue the Stewardship Council's existence.

Any Party may withdraw from participation in this IGA upon thirty days' written notice to the Board of its intent to withdraw, and contingent upon adequate provision for satisfaction of its outstanding debt or other obligations of the withdrawing Party which such Party had previously agreed to pay.

11. Distribution, Disposition, or Division of Assets. The Board shall have the power to make all decisions regarding the distribution, disposition, or division of assets of the Stewardship Council as it deems appropriate.

12. Amendments. This IGA contains all the terms agreed upon by and among the Parties. Any amendments or modifications to this IGA must be reduced to writing and executed by all Parties to be valid and binding.

13. Indemnification. To the extent permitted by law, the Stewardship Council shall indemnify and defend each Director, Alternate Director, officer and employee in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which he or she may be acting in his or her official capacity by reason of his or her being or having been such Director, Alternate 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 from criminal offenses or willful misconduct or gross negligence. The Stewardship Council shall further indemnify and defend each Party in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which the Party may be acting in its capacity as a participant in the Stewardship Council, and shall pay any judgment resulting therefrom, except for liability arising from criminal offenses or willful misconduct or gross negligence. Such indemnification and duty to defend in either event shall be subject to and limited by the resources of the Stewardship Council available for such purposes. This indemnification shall in no way be construed to be an indemnification of a Party in connection with a claim, suit, action or proceeding brought by

another Party, Director, Alternate Director, officer or employee, nor shall it be construed as a waiver of the Governmental Immunity Act. The Board shall obtain and maintain in force liability and public officials' insurance in amounts it deems appropriate.

14. No Obligations. No obligations of the Stewardship Council shall be deemed to be an obligation or indebtedness of any Party. The Stewardship Council may not impose any involuntary charges or assessments on Parties.

15. Severability. If any provision of this IGA, or the application thereof to any person, entity or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA, which can be given effect without the invalid provision or application, and to this end the provisions of this IGA, and each and every provision thereof, are declared to be severable.

16. Applicable Laws. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado.

17. Assignability. No Party to this IGA may assign or transfer any of its rights or obligations hereunder without the prior written consent of all the non-assigning Parties.

18. Binding Effect. The provisions of this IGA shall bind and shall inure to the benefit of the Parties and to their respective successors and permitted assigns, if any.

19. Enforcement. The Parties agree and acknowledge that this IGA may be enforced in law or in equity, by decree of specific performance. No Party's rights under the Colorado Governmental Immunity Act shall be modified, abridged or deemed to be waived pursuant to the application or interpretation of this paragraph.

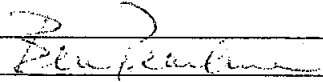
20. Counterpart Execution. This IGA may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this IGA effective as of the date first written above.

RFCLOG/LSO  
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COUNTY OF BOULDER

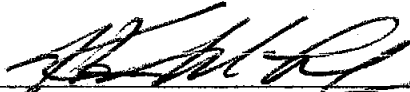
Date: January 24, 2006

By: 

**Ben Pearlman**  
Chair, Board of  
County Commissioners

COUNTY OF JEFFERSON

Date: 2-1-2006

  
By: J. Kevin McCasky

CITY OF ARVADA

Date: January 23, 2006

[Signature]  
By: MAYOR

Attest: Kristen R. Rush  
Deputy City Clerk



CITY OF BOULDER

Date: Jan. 23, 2006

By: Mark W. Burr

CITY AND COUNTY OF BROOMFIELD

Date: 01/24/2006

*Karen Stuart*  
By: Karen Stuart, Mayor



ATTEST:

*Lricia Kogemess*  
CITY CLERK Deputy


APPROVED AS TO FORM

*William A. Smith*  
City & County Attorney



TOWN OF SUPERIOR

Date: 1-26-06

  
By: Mark Hamilton  
Mayor

ATTEST:

  
Phyllis L. Hardin, Town Clerk

CITY OF GOLDEN

Date: 2/9/06

By: C. Barock  
Mayor

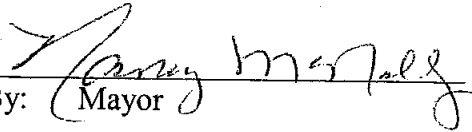
CITY OF NORTHGLENN

Date: 1-26-06

Kathleen M. Novak  
By: Kathleen M. Novak,  
MAYOR

CITY OF WESTMINSTER

Date: February 13, 2006

By:   
Mayor

ATTEST:

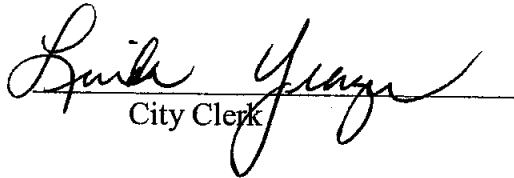
  
City Clerk

EXHIBIT A  
LIST OF COMMUNITY STAKEHOLDER REPRESENTATIVES  
(Eligible to Participate as Member)

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-153  
Series of 2023

\_\_\_\_\_  
Series of 2023

A RESOLUTION REGARDING TRIENNIAL DETERMINATION FOR THE CONTINUATION OF THE ROCKY FLATS STEWARDSHIP COUNCIL

WHEREAS, the City and County of Broomfield, the Counties of Boulder and Jefferson, the Cities of Arvada, Boulder, Golden, Northglenn, Thornton, and Westminster, and the Town of Superior (collectively, the “Parties”), entered into an intergovernmental agreement dated February 13, 2006, as amended on February 6, 2012 (“IGA”) establishing the Rocky Flats Stewardship Council, a separate legal public entity created by such IGA as permitted by Colorado Constitution Article XIV and section 18(2), part 2 of article 1, title 29, C.R.S. (“Stewardship Council”); and

WHEREAS, the Stewardship Council was established to allow local governments to continue working together on issues related to the long-term protection of Rocky Flats, as described in the IGA; and

WHEREAS, pursuant to the terms of the IGA, the Stewardship Council shall terminate absent, *inter alia*, the unanimous triennial determination by all Parties that the Stewardship Council should continue for another three years; and

WHEREAS, the City Council of the City of Northglenn now desires to consider and make a determination concerning the continuation of the Stewardship Council.

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

Section 1. The City Council hereby determines that it is not desirable for the Stewardship Council to terminate at this time.

Section 2. The City Council hereby determines that the Stewardship Council should continue for an additional three (3) years from the date of February 13, 2024, pursuant to the terms and provisions of the IGA.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
SHANNON LUKEMAN-HIROMASA  
Mayor Pro Tem

ATTEST:

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JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

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COREY Y. HOFFMANN  
City Attorney