

**PUBLIC WORKS DEPARTMENT MEMORANDUM  
#32-2020**

**DATE:** October 26, 2020  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *Hmg*  
**FROM:** Kent Kisselman, PE – Director of Public Works *KHK*  
**SUBJECT:** CR-133 – Second Amendment to Standley Lake Park IGA

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**PURPOSE**

To consider CR-133, a resolution to approve the Second Amendment to the Standley Lake Park Intergovernmental Agreement (IGA) between the City of Northglenn, City of Thornton, and the City of Westminster.

**BACKGROUND**

In 1992, the City of Westminster annexed Standley Lake into Westminster. Then in 1994, the lake was designated as a regional park. Prior to that, the water in the lake was used solely as a drinking water supply for the cities of Northglenn, Thornton, and Westminster, as well as an agricultural supply for Farmers Reservoir and Irrigation Company shareholders.

To protect the lake's water quality from potential pollutant sources attributable to recreational uses, the three cities entered into the Standley Lake Park IGA. Protection of the water rights is the top priority of the IGA and will remain the top priority in future renewals. The IGA identifies:

- The types of allowable recreational uses
- Best management practices required for shoreline development
- Consequences should lake quality be adversely impacted by recreational use

Staff began discussions regarding updates to the 1994 Agreement well in advance of its 2019 termination date. Due to controversies regarding violation of the Zebra/Quagga Mussel quarantine protocols, the 1994 agreement was extended for one year, to Nov. 28, 2020, to allow for discussions between the three cities concerning allowable recreational uses, including trailered boating.

The main changes from the 1994 IGA to 2020 include:

- The cities would share the cost of mitigation to water quality impacts if they should occur based on the percentage of storage each city holds in the lake. Previously, the entire responsibility was on Westminster.
- The three cities will jointly fund a risk and vulnerability study regarding aquatic nuisance species in the lake.
- Trailered boats are now banned from the lake as a protective measure against Zebra and Quagga Mussels. Small, electric trolling motors that could be used on a canoe or kayak are permitted.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-133, a resolution that, if approved, would authorize the Mayor to execute the Second Amendment to the Standley Lake Park IGA. Staff recommends approval of CR-133.

**BUDGET /TIME IMPLICATIONS**

This action item has no immediate budget implications. The City will help fund a risk and vulnerability study regarding aquatic nuisance species in the lake in the future.

**STAFF REFERENCE**

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

CR-133 – Second Amendment to Standley Lake Park IGA

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-133  
Series of 2020

\_\_\_\_\_  
Series of 2020

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE STANDLEY LAKE PARK INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF WESTMINSTER, THORNTON, AND NORTHGLENN

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

Section 1. The Second Amendment to the Standley Lake Park Intergovernmental Agreement, attached hereto, between the Cities of Westminster, Thornton, and Northglenn, Colorado is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## **SECOND AMENDMENT TO STANDLEY LAKE PARK INTERGOVERNMENTAL AGREEMENT**

THIS SECOND AMENDMENT TO STANDLEY LAKE PARK INTERGOVERNMENTAL AGREEMENT (“Second Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and among the CITY OF WESTMINSTER (“Westminster”), a Colorado home rule municipal corporation, the CITY OF THORNTON (“Thornton”), a Colorado home rule municipality, and the CITY OF NORTHGLENN (“Northglenn”), a Colorado home rule municipal corporation (collectively the “Cities”).

WHEREAS, the Cities are shareholders in the Standley Lake Division of the Farmers Reservoir and Irrigation Company (“FRICO”) and as such are owners of a pro-rata portion of the absolute and conditional water rights decreed to Standley Lake and the works by which the water rights are utilized, legal title to which is held by FRICO for the benefit of its shareholders; and

WHEREAS, the Cities reiterate the right and longstanding and continuing intent to enlarge the Standley Lake dam to facilitate additional storage in Standley Lake consistent with said conditional water rights and existing agreements; and

WHEREAS, Westminster and Thornton are owners of independent storage space within Standley Lake for storage of water supplies derived from sources other than their FRICO shares, subject to the ability of FRICO to store water in any unused space; and

WHEREAS, the Cities use Standley Lake for storage of drinking water supplies, and derive a significant portion of their drinking water supply from Standley Lake; and

WHEREAS, Standley Lake is the drinking water supply for over 300,000 people and the Cities fully intend to serve a significant number of additional customers in the future; and

WHEREAS, the Cities have taken proactive steps and have made significant investment to protect the quality of water in Standley Lake; and

WHEREAS, the Cities entered into an Amendment to the Standley Lake Park Intergovernmental Agreement Between The City of Westminster, The City of Thornton and The City of Northglenn Dated November 28th, 1994, on November 28, 2019 to extend by one year the term of the Standley Lake Park Intergovernmental Agreement dated November 29, 1994, which superseded an Intergovernmental Agreement dated October 12, 1992, which agreements have, among other things, identified the allowable land and recreational uses at Standley Lake; and

WHEREAS, the Cities have taken steps over the years to reduce potential water quality impacts from recreation-related activities, including reducing the public use of motorized boats on Standley Lake; and

WHEREAS, the public use of motorized boats on Standley Lake was permanently banned on March 19<sup>th</sup>, 2019 due to the threat of zebra mussels and quagga mussels or other similarly destructive invasive species; and

WHEREAS, Westminster has developed the Standley Lake Regional Park and Wildlife Refuge (the "Park") with facilities allowing for limited recreational uses while protecting water quality and fully preserving the right and ability of the shareholders to enlarge the Standley Lake dam in the future. The Park is more specifically described in *Exhibit A: Standley Lake Regional Park and Wildlife Refuge Property Description* attached hereto and incorporated herein; and

WHEREAS, the Cities have continued to study the potential impacts of recreation on water quality; and

WHEREAS, the Cities recognize that the Safe Drinking Water Act may be amended from time to time to add testing requirements for additional or new compounds related to recreational uses which are not currently tested for by the Cities; and

WHEREAS, the Cities wish to always maintain a high-quality water supply in Standley Lake for human consumption and other uses; and

WHEREAS, the protection of water quality shall continue to be the top priority and, under this Second Amendment, the Cities have the right to terminate any recreation activity if it impacts water quality; and

WHEREAS, in 1979 the Standley Lake Operating Committee ("SLOC") was formed to oversee the Operations and Maintenance of Standley Lake dam, Croke Canal, and associated delivery structures, including splitting costs among the Cities, as part of the Four-Way Agreement dated June 27<sup>th</sup>, 1979 ("Four-Way Agreement"); and

WHEREAS, in 1993 the Cities entered into the Upper Clear Creek Watershed Management Agreement ("WMA" formerly referred to as the UCCBA Agreement), attached hereto and incorporated herein as *Exhibit B: Upper Clear Creek Watershed Management Agreement ("WMA")*, regarding water quality in the upper Clear Creek basin, which required entities in the basin tributary to Standley Lake to take steps to reduce contaminants entering Standley Lake; and

WHEREAS the Cities have gone before the Colorado Water Quality Control Commission to obtain a site-specific chlorophyll a and narrative standards on Standley Lake which are designed to protect and maintain the water quality in Standley Lake; and

WHEREAS, the Cities have opposed and worked to successfully resolve a number of upstream exchange and augmentation plan matters in Water Court with an eye towards protecting and preserving water quality in Standley Lake; and

WHEREAS, the WMA required the Cities to develop a Standley Lake Management Plan ("Management Plan") which is to address in-lake nutrient loading and potential nutrient loading from Standley Lake activities, water supply operations, recreational activities and activities in the watershed; and

WHEREAS, in 1995 the Cities entered into a Cost Sharing IGA for expenses related to water quality monitoring on Standley Lake. This established the Standley Lake IGA Water Quality Committee ("SLWQIGA Committee"), which may make decisions on matters affecting water quality in Standley Lake, in conjunction with or apart from SLOC; and

WHEREAS, the Cities wish to supersede the Amendment to the Standley Lake Park Intergovernmental Agreement Between The City of Westminster, The City of Thornton and The City of Northglenn Dated November 28th, 1994 entered into on November 28, 2019 and the Standley Lake Park Intergovernmental Agreement dated November 28, 1994 with this Second Amendment concerning recreation uses and land uses to update and reconfirm efforts to protect water supply; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and Sections 29-1-201, et seq., and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit.

NOW, THEREFORE, for and in consideration of the mutual promises exchanged herein, and in reliance upon the fulfillment of such promises, the Cities agree as follows:

1. Land Uses. With regard to land owned or used by Westminster that immediately surrounds Standley Lake, Westminster agrees that the land uses of such property shall be consistent with the uses approved in the Standley Lake Regional Park Master Plan ("Master Plan") (formerly known as the Standley Lake Park Development Plan) attached hereto as Exhibit C and incorporated herein by reference. Land uses shall not adversely affect the water quality of Standley Lake.
2. Master Plan. Westminster agrees to provide any proposed Master Plan updates, which may outline additional proposed facilities at a conceptual level. All updates to the Master Plan shall be reviewed and approved by the City Managers of the Cities. The following design guidelines will be used by Westminster in updates to the Master Plan:
  - a. Parking lots shall be designed to drain away from Standley Lake and prevent any oil or fuel residuals from entering Standley Lake;
  - b. Provide fish cleaning stations around Standley Lake which shall not drain into Standley Lake;
  - c. Locate campgrounds in areas away from Standley Lake and provide for positive drainage flow away from Standley Lake;

- d. Provide flush toilet restrooms where possible and secured and well-maintained portable toilets as appropriate to protect water quality. Portable toilets must be anchored and located a minimum of 150 feet from high water mark with double walled tanks;
- e. Provide and maintain refuse containers and animal waste stations with receptacles at key areas around Standley Lake and when operationally and financially feasible, make those containers animal and weather proof;
- f. Establish wildlife protection areas in consultation with the U.S Fish and Wildlife Service, Colorado Parks and Wildlife, and other agencies as appropriate;
- g. Include a grading plan for any improvement projects that prevents erosion and water contamination into Standley Lake;
- h. Design and development of the Standley Lake Park shall not lower the water quality of Standley Lake;
- i. Site specific improvement plans must acknowledge future enlargement of Standley Lake;
- j. All improvements, including trails and roadways, shall be designed with best management practices and water quality protection in mind. Erosion, increased trash and animal waste, and other applicable water contamination sources shall be minimized and mitigated;

3. Recreational Use Guidelines. The Standley Lake Water Quality IGA “SLWQIGA” Committee whose membership, structure, and duties are set forth in the attached Exhibit D, shall meet as needed for the purpose of reviewing and altering recreational uses at Standley Lake that may impact water quality. Westminster agrees to limit recreational uses to those specified in this Second Amendment, and such other uses and restrictions as agreed upon by the representatives of all of the Cities who serve on the SLWQIGA Committee. The SLWQIGA Committee cannot prohibit any activity that is authorized in subsection a. below, nor authorize any activity that is prohibited in subsection b. below. All allowable uses shall have appropriate protective practices to protect water quality. To further enhance water quality protection, the Cities agree that the recreation uses on the Standley Lake surface and lands within the Park shall be subject to the following requirements:

- a. Allowed Uses.
  - 1) Personal non-motorized recreation craft (including paddleboards, water bikes, canoes, and kayaks, etc.);
  - 2) Camping in designated areas only;

- 3) Foot traffic and bicycling where designated only;
- 4) Equestrian use within the Park is only allowed in areas identified in Exhibit E: Allowed Equestrian Use Areas, and all equestrian waste must be collected and removed by the equestrian riders. Notwithstanding the provisions of section 3 above, the SLWQIGA Committee may review, and if necessary prohibit equestrian activity if it determines that it is detrimental to water quality;
- 5) Westminster Department of Parks, Recreation, and Libraries (“PRL”) staff, with approval of the SLWQIGA Committee, may allow other type of aquatic activity not specified in this section, as long as they ensure that the activity does not negatively impact water quality in regards to chemical/toxin introduction, aquatic nuisance species, milfoil fragmentation, erosion, or other impacts;
- 6) Air cooled electric trolling motors with less than 75 pounds of thrust shall be permitted for recreational use on Standley Lake, provided that they can be fully decontaminated. Notwithstanding the provisions of section 3 above, Westminster, or the SLWQIGA Committee may review, and if necessary prohibit these air cooled electric trolling motors if either determine that it is detrimental to water quality.

b. Prohibited Uses.

- 1) Except for boats owned and maintained by Westminster and necessary for Westminster to conduct water quality monitoring activities, ranger patrols, and emergency activities, motorized and/or trailered boating of any type by the public is prohibited on Standley Lake.
- 2) Swimming and wading is prohibited in Standley Lake (including belly boats and personal floats/tubes);
- 3) Except for motorized recreational vehicles owned by Westminster to provide for maintenance, patrolling, monitoring, and emergency activities in the Park, the use of motorized recreational vehicles of any type (gas motor bikes, ATVs, snowmobiles, etc) by the public is prohibited on trails surrounding Standley Lake;

4. Rules and Regulations. The following rules and regulations shall be adopted within 90 days of the approval of this Second Amendment and shall be enforced by PRL staff in a timely manner. Nothing in this Second Amendment shall preclude Westminster from enacting rules and regulations that are stricter than those listed herein. The City Managers from the Cities shall have the authority, so long as all agree, to change the rules and regulations to reflect changes in technology to further ensure the protection of water quality

in Standley Lake.

- a. Boats. Except for boats owned and maintained by Westminster and necessary for Westminster to conduct water quality monitoring activities, ranger patrols, and emergency activities, motorized and/or trailered boating of any type by the public is prohibited on Standley Lake.
  - b. Camping. Camping is only allowed in designated areas that are appropriately protective of water quality, and all new campgrounds shall be greater than 150 feet from the high-water line.
  - c. Vehicles. Vehicle parking is permitted in designated areas only. Except as otherwise required by the Americans with Disabilities Act, parking is prohibited within 150 feet of the high-water line. Vehicles are restricted to designated roadways. Westminster shall take all reasonable steps within its authority to prevent ADA required parking from impacting water quality.
  - d. On-lake Operation of Park. Except for Westminster water quality monitoring activities, ranger patrols, and emergency activities, non-motorized boating and paddling is allowed only between May 1 and September 30 during which time Standley Lake is staffed twenty-four hours a day, seven days a week. Non-motorized boating, paddling, and fishing after sunset and before sunrise are prohibited, unless during a Westminster-sponsored event. Anglers are permitted to clean fish or dispose of fish entrails only at fish cleaning stations.
  - e. Pets. All pets must be kept on a leash and are prohibited from entering the water. Owners shall remove any pet waste and dispose of such in designated waste containers.
  - f. Swimming. Swimming is prohibited at the Park except in an inland pool, which is physically separated from Standley Lake, as described in the Master Plan.
  - g. Fertilizers, Pesticides and Herbicides. Fertilizers, pesticides, or herbicides may not be stored at the Park and their use is prohibited unless approved by the SLOC in coordination with the SLWQIGA Committee.
5. Water Quality Testing. Westminster shall contribute \$10,000 annually to be used for regular water quality testing and monitoring. Such water quality testing and monitoring shall, at a minimum, meet the requirements of the Safe Drinking Water Act or other applicable State and federal regulations as required by law and as amended from time to time. The Cities have jointly developed a water quality monitoring plan to assess potential impacts to Standley Lake that is reviewed annually by the SLWQIGA Committee. The SLWQIGA Committee will report to SLOC and the Cities any impacts associated with recreation as needed.

6. Change in Operation of Standley Lake. The Cities agree that water supply operations, future enlargement of Standley Lake for storage, and water quality protection shall take precedence over recreation. If changes in the operation or protection of Standley Lake are necessary, or if maintenance, repairs, or construction of new facilities are required, as determined by the SLOC, these changes shall be made regardless of any impact on recreational uses or other provisions contained herein. Except for emergencies, the SLOC shall notify the PRL and the SLWQIGA Committee of such change, maintenance, or repairs sixty (60) days in advance of commencement of any changes. Westminster will design any Park improvements with consideration of the future enlargement of Standley Lake. Thornton and Northglenn shall not be responsible for the costs to move any recreation facilities as a result of any future enlargement.

7. Mitigation Measures. For purposes of identifying the timing, priority, and type of mitigation measures necessary to maintain the water quality of Standley Lake pursuant to this Second Amendment, the Cities agree to utilize the most current version of the Standley Lake Management Plan as approved and maintained by the SLWQIGA Committee.

8. Water Quality Impacts. If Westminster, Thornton, or Northglenn detect any change in the water quality parameters established now or in the future by the Safe Drinking Water Act or other applicable State or federal regulations which may be attributable to land and recreational uses allowed at Standley Lake, Westminster agrees to mitigate said impacts as quickly as is reasonably possible. The liability and costs of such mitigation shall be shared based on the percentages shown in the attached Exhibit F. Westminster retains the right to terminate the land or recreational use causing the impact as a mitigation measure. To the extent lake operations, infrastructure or facilities are impacted by any mitigation, the Cities agree that the protocols outlined in the Four-Way Agreement control, with the exception of the cost sharing percentages described in this section.

9. Assignment of Park Operations. Westminster shall operate the Park and shall not assign operation of the Park to a third party without the written consent of each of the City Managers of the Cities.

10. Residential Rates. Residents of Thornton and Northglenn shall qualify for Westminster in-City residential rates at the Park.

11. Miscellaneous. The Cities mutually pledge and agree that they shall cooperate to take all actions reasonably prudent, necessary, and proper to ensure that:

- a. no other recreational uses, facilities, activities, or development upon the Standley Lake surface or immediately surrounding lands within the Park as shown in Exhibit A: Standley Lake Regional Park and Wildlife Refuge Property Description shall be made without advance notification to both SLOC and the SLWQIGA Committee;
- b. no recreational uses shall be allowed on the outlet works and dam embankment area of Standley Lake as shown on Exhibit E: Dam and Outlet

Works Protection Areas except as authorized unanimously by SLOC and FRICO;

- c. the Cities and FRICO shall have and retain without impairment access at all times to all points of Standley Lake to observe the operations of the Park facilities, to conduct water quality sampling, and to access all flumes for water measurement and related Standley Lake operations;
- d. water suppliers out of Standley Lake shall have at all times the right to raise and lower the water level in Standley Lake without restriction or liability for any effects upon recreational use and that there shall be no minimum water level for Standley Lake; and
- e. nothing herein is intended to impede the ability to enlarge the storage capacity of Standley Lake.

12. Cooperation. The Cities shall mutually cooperate to:

- a. exchange information and confer on matters concerning and affecting Standley Lake recreation and water quality;
- b. participate at each City's own expense, in public hearings on water quality standards, or other matters affecting Standley Lake recreation and water quality; and
- c. take such further steps as may be necessary to achieve the goals of this Second Amendment.

13. Security Audit. Westminster, Thornton, and Northglenn agree to jointly fund and cooperate through the SLWQIGA Committee in a thorough security audit of any known or unknown threats to water quality or other water infrastructure at Standley Lake, before the end of 2022. The Cities agree that Westminster shall be responsible for bidding and retaining any contractors or consultants required for this security audit, the cost of which shall be shared amongst the Cities equally, in accordance with the Standley Lake Water Quality Intergovernmental Agreement. SLWQIGA Committee shall supervise and receive the reports and recommendations from any contractors or consultants required for this security audit, and implementation of any recommendations of the security audit shall be subject to the approval process by the SLWQIGA Committee described in section 3 above.

14. WMA -Recreation Activities. This Second Amendment satisfies the requirement of the Standley Lake Management Plan to limit and monitor recreation activities as set forth in the WMA.

15. General Liability Insurance. Westminster shall obtain and maintain a policy of general liability insurance in an amount not less than the statutory liability under the Colorado Governmental Immunity Act and shall name Thornton and Northglenn as

additional insureds.

16. General Provisions.

- a. This Second Amendment represents the entire and integrated agreement among the Cities and supersedes all prior negotiations or agreements, either written or oral regarding land and recreational uses at Standley Lake. This Second Amendment supersedes the Amendment to the Standley Lake Park Intergovernmental Agreement Between the City of Westminster, The City of Thornton and The City of Northglenn Dated November 28th, 1994 dated November 28, 2019, and the Standley Lake Park Intergovernmental Agreement dated November 28, 1994. This Second Amendment may be amended only by written instrument signed by a duly authorized representative of each City.
- b. If any clause, sentence, section, paragraph or part of this Second Amendment or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not impair or invalidate the remainder of this Second Amendment or its application.
- c. No portion of this Second Amendment shall be construed to conflict with State or federal laws.
- d. Any notice which may be given under the terms of this Second Amendment shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other, and unless amended by written notice, to the following:

CITY OF WESTMINSTER  
City Manager  
4800 West 92nd Avenue  
Westminster, Colorado 80031

CITY OF THORNTON  
City Manager  
9500 Civic Center Drive  
Thornton, Colorado 80229

CITY OF NORTHGLENN  
City Manager  
11701 Community Center Drive  
Northglenn, Colorado 80233

- e. Three originals of this Second Amendment shall be signed by the Cities.

17. Term of Agreement.

- a. This Second Amendment shall take effect and become binding on the Cities upon approval and execution by each City Council.
- b. The term of this Second Amendment is for 10 (ten) years and may be renewed by the Cities for successive 10 (ten) year periods.

18. Annual Appropriation. Nothing in this agreement shall be deemed as creating any multiple fiscal year obligation within the meaning of Colo. Const. Art. X, Sec. 20. All financial obligations arising under this Second Amendment shall be subject to prior annual appropriation by the governing body or the otherwise obligated City. Any failure to provide funds as and when required hereunder shall be an event of default whereby any non-defaulting City may terminate this Second Amendment.

**CITY OF NORTHGLENN**

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MEREDITH LEIGHTY  
Mayor

ATTEST:

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JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

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COREY Y. HOFFMANN  
City Attorney

**CITY OF THORNTON**

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JAN KULMANN  
Mayor

ATTEST:

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KRISTEN N. ROSENBAUM  
City Clerk

APPROVED AS TO FORM:

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LUIS A. CORCHADO  
City Attorney

**CITY OF WESTMINSTER**

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HERB ATCHISON  
Mayor

ATTEST:

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MICHELLE PARKER, CMC  
City Clerk

APPROVED AS TO FORM:

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DAVID FRANKEL  
City Attorney

Exhibit A

Property Description

1. Standley Lake Dam and Reservoir.

Township 2 South Range 69 West of the 6th P.M.

Section 16: All that part of the S 1/2 of Section 16 which lies South of the following described property line: commencing on the West boundary line of the S 1/2 of said Section 16, whence the West one-quarter corner of said Section 16 bears North 1245 feet: thence North 80 degrees 59' East 2343 feet: thence North 60 degrees 0' East. 350 feet: thence South 80 degrees 0' East 300 feet: thence South 88 degrees 30' East 1950 feet: thence North 61 degrees 50' East 586.7 feet to the East boundary line of the S 1/2 of said Section 16, whence the East one-quarter corner of said Section 16 bears North 530 feet.

Also that certain strip of land 30 feet in width described as beginning at the West one-quarter corner of said Section 16, running thence East along the half section line of said Section 16, 30 feet: thence South and parallel to the West boundary line of said Section 16. 1241. feet to the above-described property line; running thence South 80 degrees 59' West to the West boundary line of said Section 16; thence North along said last mentioned line 1245 feet to the point of beginning; and

Also that certain strip of land 30 feet in width described as beginning at the East one-quarter corner of said Section 16; thence West and along the half section line of said Section 16: 30 feet; thence South and parallel to the East boundary line of said Section 16, 543 feet, more or less, to the above-described property line: thence North 61 degrees 50' East to the East boundary line of said Section 16: thence North along said last mentioned line 530 feet to the point of beginning.

Section 17: Beginning at a stone monument at the Southeast corner of Section 17: thence due West '5277.6 feet to a stone monument at the Southwest corner of said Section 17; thence due North along the West section line of section 17, 675 feet; thence South 71 degrees 0' East 815 feet; thence North 15 degrees 50' East 595 feet; thence South 62 degrees 50' East 1360 feet; thence North 52 degrees 20' East 1060 feet; thence North 6 degrees 10' West 380 feet; thence North 63 degrees 35' East 820 feet: thence South 70 degrees 45' East 1045 feet: thence due East 615 feet to an intersection with the East section line of said Section 17: thence due south 1407.8 feet, more or less, to the point of beginning.

Section 18; Beginning at a stone monument at the Southeast corner of Section 18: thence due West along the South line of said Section 18. 400 feet; thence North 17 degrees 45' East 656.2 feet; thence due East

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## Exhibit A

### Property Description Continued

200 feet to an intersection with the East section line of said Section 18: thence due South 625 feet, more or less, along said East section line of said Section 18 to the point of beginning, except that part thereof described as beginning at a point on the South line of the SE 1/4 of Section 18 whence the Southeast corner of Section 18 bears North 87 degrees 29' 45" East 197.49 feet, and which point is the true point of beginning: thence continuing South 87 degrees 29' 45" West along said South line 207.51 feet: thence North 17 degrees 36' 45" East 664.91 feet: thence North 87 degrees 29' 45" East 200.0 feet to a point on the East line of said SE 1/4: thence South 0 degrees 11' West along said East line 269.54 feet: thence South 27 degrees 56' 45" West 412.94 feet, more or less, to the true point of beginning.

Section 19: SE 1/4 NE 1/4 and those tracts or parcels of land more particularly described as follows:

Beginning at a point 330 feet due North from the Southeast corner of the SW 1/4 NE 1/4 of Section 19: thence due West 100 feet: thence due North 350 feet: thence due East 100 feet: thence due South 350 feet to the place of beginning and

Beginning at a stone monument at the Northeast corner of Section 19: thence due South along the East section line of said Section 19 500 feet: thence North 38 degrees 40' West 640.3 feet to an intersection with the North section line of Said Section 19: thence due East along said North section line of said Section 19: 400 feet, more or less, to the point of beginning: and

Section 20: All that portion of Section 20 which lies Northeasterly of the following described line:

Beginning at the South one-quarter corner of Section 20: thence East 640.6 feet to a point 50 feet South of the high water line, which is gauge height 102 feet above the bottom of the outlet pipes of Standley Lake; thence North 65 degrees 18' West 456 feet: thence North 65 degrees 37' West 755 feet: thence North 11 degrees 52' East 426.3 feet: thence North 55 degrees 21' East 437.9 feet: thence North 58 degrees 15' West 397 feet: thence North 34 degrees 23' East 434.2 feet: thence North 14

Continued on the next page

## Exhibit A

degrees 23' East 251 feet: thence West 161.0 feet along the North line of the S 1/2 NE 1/4 SW 1/4 Section 20: thence South 53 degrees 11' West 92.6 feet; thence South 82 degree 45' West 848.8 feet: thence South 64 degrees 19' West 526.3 feet: thence North 19 degrees 04' west 230.2 feet: West 281.3 feet: thence North 78 degrees 54' West 476.4 feet: thence North 69 degrees 34' West 22.4 feet: thence West 668.5 feet to the West one-quarter corner of Section 20.

Section 21: All.

Section 22; those tracts or parcels of land more particularly described as follows:

Beginning at a point on the West line of Section 22 which is 929 feet South of the Northwest corner of said section: thence South along said section line 1711 feet to the Southwest corner of the NE 1/4 of said section: thence East along the South line of the NW 1/4 of said Section 800 feet: thence in a Northwesterly direction 1886.8 feet to the point of beginning: and

NW 1/4 SW 1/4. except the previously described portion thereof.

Section 28: N 1/2 NW 1/4 and NE 1/4, except those portions described as Follows: beginning at a point 259.7 feet South of the Northwest corner of Section 28; thence South along the section line 1060 feet: thence East 2640 feet; thence South 1320 feet to the center of Section 28; thence East 1370 feet; thence North 1388 feet to a point 50 feet South of High water line which is gauge height 102 feet above the bottom of the outlet pipes of Standley Lake: thence South 87 degrees 05' West 374 feet: thence North 72 degrees 15' West 815.4 feet; thence North 70 degrees 26' West 1040.4 feet; thence North 82 degrees 07' West 586 feet: thence North 56 degrees 20' West 289 feet; thence North 89 degrees 19' West 582.6 feet: thence North 70 degrees 27' West 471.3 feet; thence North 89 degrees 49' West 27 feet to the point of beginning; and beginning at the Southeast corner of said NE 1/4, thence West 832 feet, more or less, to the Easterly line of the right-of-way of the Farmers Highline Canal and Reservoir Company; thence a general Northeasterly direction following said line of right of way in all its meandering to the point where the same crosses the East line of said Section 28; thence South along said East line 1225 feet, more or less, to the point of beginning, hereby intending to except all that part of said NE 1/4 lying South and East of said right of way excepting so much thereof as lies in the County Road to the East; Except that part in instrument recorded October 3, 1983 at Retention No. 83094466.

Continued on next page

## Exhibit A

Section 29: N 1/2 NE 1/4, except that portion described as follows: Beginning at a point 259.7 feet South of the Northeast corner of Section 29: thence South along the Section line 1060.3 feet: thence West along the South line of the N 1/2 NE 1/4 Section 29 2640 feet: thence North along the North and South center line of Section 29 1320 feet: thence East along the North line of Section 29 640.6 feet thence South 65 degrees 18' East 364.9 feet: thence South 88 degrees 39' East 869.3 feet: thence South 58 degrees 29' East 254.5 feet: thence North 66 degrees 27' East 182 feet: thence South 87 degrees 49' East 400 feet to the point of beginning.

### 2. Rights-of-way for inlets to Standley lake Reservoir from Church Ditch.

- (a) Inlet No. 1. Inlet No. 1 from Church Ditch to Standley Lake is located in Section 29, Township 2 South, Range 69 West of the 6<sup>th</sup> P.M and is described as follows: a strip of land 300 feet wide, being 100 feet on the East or right side and 200 feet on the West or left side of a center line described as follows: Beginning at a point on the North boundary line of the right-of-way for the Church Ditch, whence the Southeast corner of the N 1/2 NE 1/4 of said Section 29 bears South 70 degrees 17' East 341 feet: thence North 33 degrees 22' West 525 feet: thence North 3 degrees 12' East 462 feet:

Inlet No. 2. Inlet No. 2 from Church Ditch lo Standley lake is located in Sections 20 and 29, Township 2 South. Range 69 West of the 6<sup>th</sup> P.M: and is described as follows; a strip of land 200 feet wide, being 100 feet on each side of a center line described as follows: Beginning at a point on the North boundary line of the right-of-way for the Church Ditch. whence the N 1/4 corner of said Section 29 bears North 34 degrees 32' West 193.5 feet: thence North 21 degree 02' East 131.4 feet: thence North 1 degree 4'2' East 267 feet; comprising 1.8 acres, more or less.

## AGREEMENT

The undersigned parties hereto agree as follows:

## I. Preamble.

This Agreement seeks to address certain water quality issues and concerns within the Clear Creek Basin of Colorado, and specifically, such issues as they affect the water quality of Standley Reservoir, an agricultural and municipal water supply reservoir located in Jefferson County Colorado, which is supplied with water primarily from Clear Creek. For purposes of this Agreement, the Clear Creek Basin is divided into three (3) areas or segments: the Upper Clear Creek Basin ("Upper Basin"), consisting of Clear Creek and its tributaries from its source to and including the headgate of the Croke Canal in Golden, Colorado; the Standley Lake Tributary Basin ("Tributary Basin"), consisting of the lands directly tributary to Standley Lake, the Church Ditch, the Farmers High Line Canal, the Croke Canal, and lands directly tributary to these Canals; and Standley Lake ("Standley Lake"), consisting of the Lake itself.

The parties to this Agreement are governmental agencies and private corporations having land use, water supply, and/or wastewater treatment responsibilities within the Clear Creek Basin. The parties are: (1) UCCBA; (2) City of Golden; (3) City of Arvada; (4) Jefferson County; (5) Jefferson Center Metropolitan District; (6) City of Westminster; (7) City of Northglenn; (8) City of Thornton; (9) City of Idaho Springs; (10) Clear Creek County; (11) Gilpin County; (12) Black Hawk/Central City Sanitation District; (13) Town of Empire; (14) City of Black Hawk; (15) City of Central; (16) Town of Georgetown; (17) Town of Silverplume; (18) Central Clear Creek Sanitation District; (19) Alice/St. Mary's Metropolitan District; (20) Clear Creek Skiing Corporation; (21) Henderson Mine; (22) Coors Brewing Company; (23) Church Ditch Company; (24) Farmers High Line Canal and Reservoir Company; and (25) Farmers Reservoir and Irrigation Company. For purposes of this Agreement, the parties can be divided into four (4) functional groups, as follows: The Upper Basin Entities ("Upper Basin Users" or "UCCBA"), consisting of the members of the Upper Clear Creek Basin Association (generally representing entities with jurisdiction over land use and wastewater treatment activities in the Upper Basin that can affect water quality in the Upper Basin); the Tributary Basin Entities ("Tributary Basin Entities"), consisting of the Cities of Golden, Arvada, and Westminster, and the County of Jefferson and the Jefferson Center Metropolitan District (generally representing entities with jurisdiction over land use activities that can affect water quality in the Tributary Basin); the Standley Lake Cities ("Standley Lake Cities"), consisting of the Cities of Westminster, Northglenn, and Thornton, (representing the municipal water users from Standley Lake); and

the three canal companies (the "Canal Companies"), consisting of the Church Ditch Company, the Farmers High Line Canal and Reservoir Company, and the Farmers Reservoir and Irrigation Company (representing the entities that own and operate canals through which water is conveyed to Standley Lake for municipal and agricultural use).

In accordance with the geographical and functional divisions, this Agreement generally sets out rights and obligations with respect to certain water quality matters within the Clear Creek Basin (as above defined) by area or segment and by functional group.

## II. Agreement.

1. The parties will submit a joint alternative proposal to the Water Quality Control Commission ("WQCC") in the matter captioned "For Consideration of Revisions to the Water Quality Classifications and Standards, Including Adoption of a Narrative Standard, for Segment 2, Standley Lake, of Big Dry Creek, in the South Platte Basin, and Adoption of a Standley Lake Control Regulation" on or before December 23, 1993. Said alternative proposal shall contain the following points:

a. Request the WQCC to adopt a narrative standard only for Standley Lake at this time, with further consideration of any control regulation or numeric criteria for implementation of the standard at or after the triennial review of the South Platte River to be held in 1997. The narrative standard shall require maintenance of Standley Lake in a mesotrophic state, as measured by a combination of relevant indicators, as recommended by the parties' consultants prior to December 23, 1993.

b. Request language in the Rule and in the Statement of Basis and Purpose for the regulation explaining that during the next triennium ending in 1997 ("triennium") the parties hereto will be conducting additional testing and monitoring, as well as implementing certain best management practices and controls on a voluntary basis, the results of which will be reported to the WQCC on an annual basis, and that point-source discharge permits written during the triennium shall not include any new or more stringent nutrient effluent limitations or wasteload allocations to meet the narrative standard. The proposed language will also refer to the intention of the parties and the Commission that should the narrative standard not be met

at the end of the triennium, and substantial progress has not been made in reducing the nutrient loads to Standley Lake, additional measures may be required, including numeric standards or effluent limitations for phosphorous and/or nitrogen in the Upper Basin, and for additional best management controls in Standley Lake to be considered.

2. Should the WQCC fail to approve and adopt the substance of the proposed alternative described in paragraphs 1.a. and 1.b. above, this agreement shall automatically terminate and the parties shall be released from all other obligations and rights hereunder.

3. At or after the triennial review in 1997, the UCCBA and Standley Lake Cities agree that if substantial progress has not been made by the UCCBA in reducing its portion of nutrient loading and in developing controls to maintain appropriate reductions in nutrient loads to Standley Lake sufficient to maintain the narrative standard, they will jointly petition the Commission to adopt a control regulation for Standley Lake containing the following points:

a. Total phosphorous effluent limitation of 1.0 mg/l as P as a thirty (30) day average at the Upper Clear Creek Wastewater Treatment Plants, or such other numeric standard(s) or effluent limitation(s) for phosphorous or nitrogen, or in combination, with opportunity for point to point source and nonpoint source to point source trading among the entities that operate the UCCBA treatment plants, as has been determined will be effective in achieving and maintaining the narrative standard for Standley Lake. Such numeric standard(s) or effluent limitation(s) shall be implemented over a three year period to allow time for the affected entities to fund, design and construct improvements necessary to meet the standards.

b. In-lake treatment to reduce internal phosphorous loading by 50% from the 1989-90 measured loadings in the 1993 USGS report by Mueller and Ruddy, or such other standards for reduction of internal phosphorous and nitrogen loading as has been determined will be effective in achieving and maintaining the narrative standard for Standley Lake, within three (3) years.

4. The UCCBA, in consultation with the Standley Lake Cities and Tributary Basin Entities will prepare a Best Management Practices Manual by December 31, 1994 for nonpoint sources that

will cover disturbed areas of 1 acre or more and use its best efforts to have it approved and adopted for implementation by all jurisdictions within the Upper Basin by July 1, 1995. This Manual will be prepared to deal with the geologic, topographic and weather conditions existing within the Upper Basin to facilitate the reduction of nutrient loading from the various activities of the Upper Basin. This Manual will be coordinated with the Standley Lake Cities and Tributary Basin entities. The plan will include a program for monitoring representative results, to be included in the overall basin monitoring plan. For purposes of development of BMP's, Jeffco will not be considered to be part of the UCCBA.

5. The UCCBA, in consultation with the Standley Lake Cities and the Tributary Basin Entities, will examine the costs and effects of nutrient removal at UCCBA wastewater treatment plants, including operational controls or modifications which would decrease nutrient loads. Recommendations of such review shall be furnished to all the parties hereto by June 30, 1994. The UCCBA will use its best efforts to have its members implement operational modifications which can be implemented without significant capital improvements as quickly as reasonably practical.

6. The Standley Lake Cities, in consultation with the other parties, will develop a Standley Lake Management Plan by December 31, 1994 which will address in-lake nutrient loading and potential nutrient loading from lake activities, water supply operations, recreational activities, and activities in the watershed. The Standley Lake Cities will use their best efforts to implement the Lake Management Plan by June, 1995. It is understood that the water rights implications of the plan must be considered.

7. The parties will jointly design, implement, and fund in such allocations as they shall agree a monitoring program to evaluate (1) nutrient loadings from point sources; (2) nutrient loadings from non-point sources in the Upper Basin; (3) nutrient loadings from non-point sources in the Tributary Basin; (4) internal Lake loading; and (5) the effect of nutrient reduction measures implemented by the various parties on the trophic status of Standley Lake. The results of the monitoring program will be provided to the Water Quality Control Commission for informational purposes annually. A description of the monitoring program will be included with the Annual Reports.

8. The Tributary Basin Entities and the Standley Lake Cities, in consultation with the other parties, will develop Best Management Practices (BMP's) for each of their jurisdictions by December 31, 1994, and shall use their best efforts to have them adopted as regulations by July, 1995. The BMP's will be designed to remove pollutants to the maximum extent practical considering

the costs and benefits of possible measures; provided, however that no retro-fitting of existing construction or development will be required.

9. The Tributary Basin Entities, the Standley Lake Cities and the Canal Companies will develop a Management Plan for the Tributary Basin, addressing stormwater quality and quantity, hazardous substance spills, canal flushing, crossing permits, the Canal Companies' stormwater concerns, and the water rights implications of the above by December, 1994, and use their best efforts to achieve adoption of the portions of the Plan under the control of each entity by July, 1995. If not all affected parties adopt the agreed measures, then the parties that have adopted such measures will determine whether or not to implement the Plan despite such non-adoption by one or more parties.

10. Each functional group (The UCCBA, The Tributary Entities, The Standley Lake Cities, and the Canal Companies) shall provide each other group with semi-annual reports detailing the progress made on the implementation of its responsibilities herein, including development of any BMP's, nutrient reduction programs or controls, or other items required by this agreement, beginning in June, 1994. The parties shall also meet periodically after each report is completed to discuss progress by the parties. It is anticipated that the various functional groups may assign or appoint task groups or committees to address specific tasks or areas of concern (e.g. BMP's; ISDS; Wastewater Plant operational changes; monitoring, etc). If so, then the task groups shall provide the appropriate reports and participate in follow-up meetings.

11. This agreement may be enforced as a contract according to the laws of the State of Colorado; however, this agreement shall not create any right to claim or recover monetary damages for a breach thereof.

12. It is anticipated that other regional agencies with land use and/or water quality responsibilities or impacts within the Clear Creek Basin (as above defined) may join in the parties' monitoring and other efforts pursuant to this Agreement.

13. This Agreement may be executed in counterparts.

UPPER CLEAR CREEK BASIN ASSOCIATION

By: J. Jones  
Title  
CHAIRMAN, UCCBA

ATTEST:

[Signature]

CITY OF GOLDEN

By: Maura Skay  
Title  
Mayor

ATTEST:

Amalyn S. Johnson

CITY OF ARVADA

By: Ralph H. [Signature]  
Title  
Mayor

ATTEST:

Brenda Carlino

JEFFERSON COUNTY

By: [Signature]  
Title



JEFFERSON CENTER METROPOLITAN DISTRICT

By: Howard W. Laey  
Title PRESIDENT

ATTEST:

Bruce Nickerson  
Manager

CITY OF WESTMINSTER

By: Nancy M. Heel  
Title Mayor

ATTEST:

Michele Gallegos  
City Clerk

Approved by Westminster  
City Council on 12-13-93

CITY OF NORTHGLENN

By: [Signature]  
Title Mayor

ATTEST:

[Signature]

CITY OF THORNTON

By: Margaret W. Carpenter  
Title Mayor

ATTEST:

Lucille Miller  
Deputy City Clerk

CITY OF IDAHO SPRINGS

By: William K. May  
Title Mayor

ATTEST:

Ryder Mehner

CLEAR CREEK COUNTY

By: Neha Fugate  
Title

ATTEST:

Whit Hawkes

GILPIN COUNTY

By: James Hollins  
Title Chair - Commissioners

ATTEST:

Steve C. Hart  
County Clerk

BLACK HAWK/CENTRAL CITY SANITATION DISTRICT

By: Dale D. Spill  
Title President

ATTEST:

Ed. H. King  
Secretary

TOWN OF EMPIRE

By: Amy C. McLean  
Title MAYOR

ATTEST:

Julia Holmes

CITY OF BLACK HAWK

By: Kathryn E. Jordan  
Title Mayor

ATTEST:

Phyllis

CITY OF CENTRAL

By: Don Martin, Jr.  
Title Mayor

ATTEST:

Jenny Novak  
City Clerk

TOWN OF GEORGETOWN

By: Leo A. Stambaugh  
Title Police Judge, Ex-officio Mayor Pro Tem

ATTEST:

Jammy A. Sanford  
Town Clerk

TOWN OF SILVERPLUME

By: [Signature]  
Title MAYOR

ATTEST:

[Signature]

CENTRAL CLEAR CREEK SANITATION DISTRICT

By: [Signature]  
Title Chairman of Board.

ATTEST:

[Signature]

WATER & SANITATION  
ALICE/ST. MARY'S METROPOLITAN DISTRICT

By: [Signature]  
Title

ATTEST:

[Signature]

CLEAR CREEK SKIING CORPORATION

By: [Signature]  
Title General Manager

ATTEST:

[Signature]

HENDERSON MINE

By: Robert J. W. [Signature]  
Title MINE MANAGER

ATTEST:

[Signature]

COORS BREWING COMPANY

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

ATTEST:

Rosetta A. Yeager

CHURCH DITCH COMPANY

By: R. Neal Penfoe  
Title

ATTEST:

\_\_\_\_\_

FARMERS HIGH LINE CANAL AND RESERVOIR COMPANY

By: John Ehler  
Title

ATTEST:

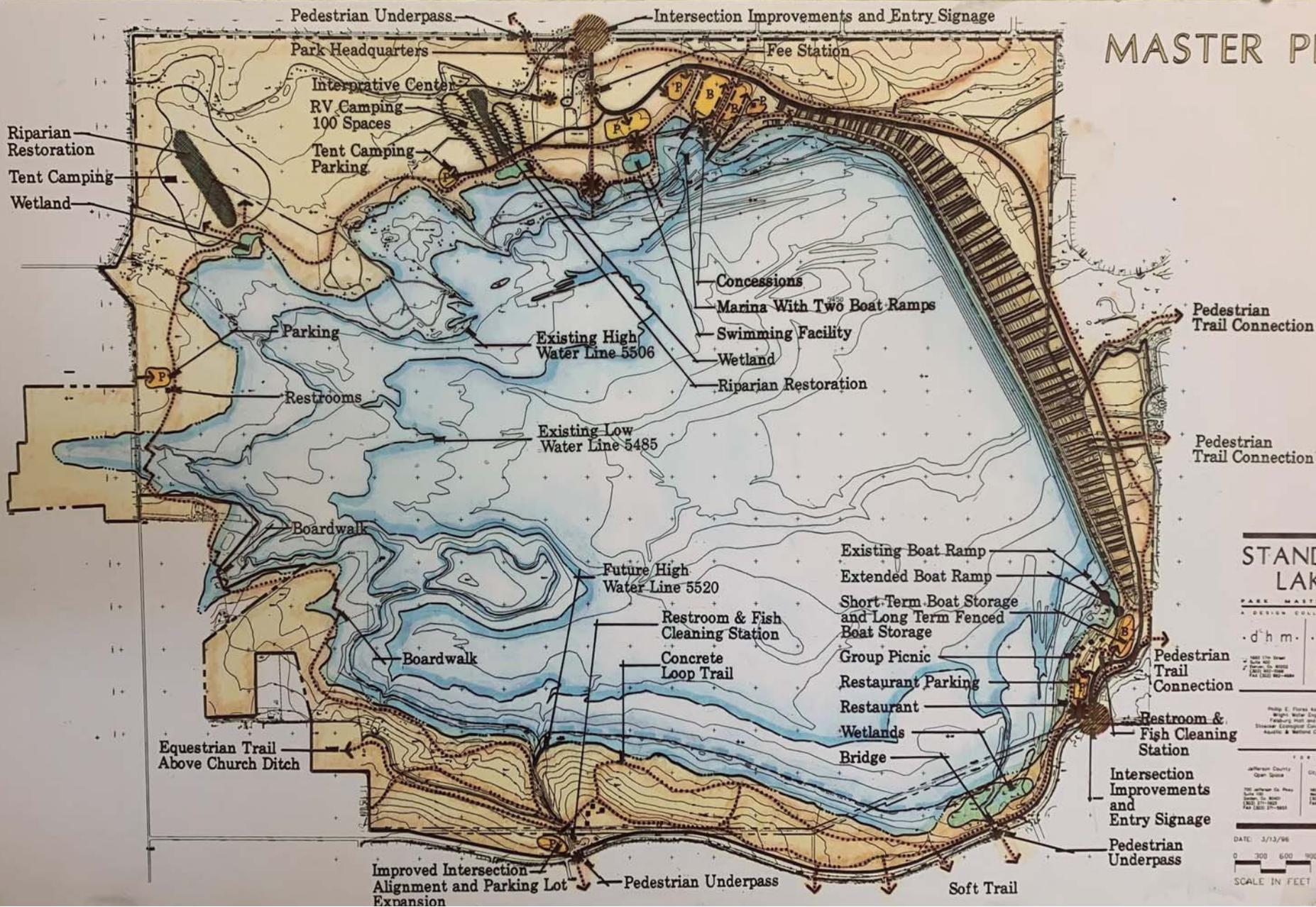
Louis Payne

FARMERS RESERVOIR AND IRRIGATION COMPANY

By: Albert F. Sack President  
Title

ATTEST:

Francis W. Sletten



# MASTER PLAN

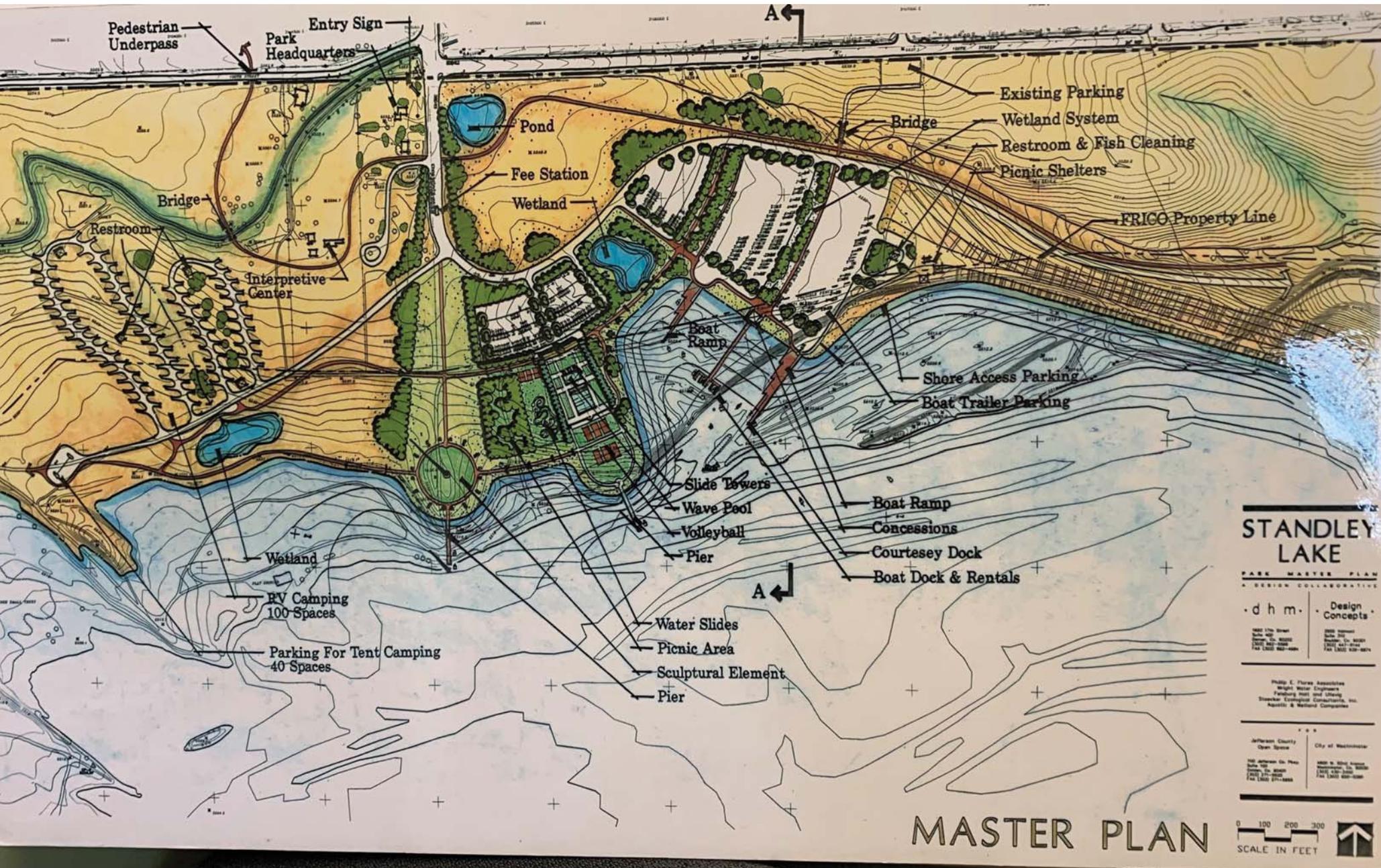
## STANDLEY LAKE

PARK MASTER PLAN  
A DESIGN COLLABORATIVE  
d h m . Design Concepts

Philip E. Flores Associates  
Wight Water Engineers  
Ferguson Park and Planning  
Stocker Ecological Consultants, Inc.  
Austin & Wallace Companies

Jefferson County  
Open Space  
City of Rochester  
190 Jefferson Co. Plaza  
Rochester, NY 14609  
Phone: 735-8800  
Fax: 735-271-9933

DATE: 3/13/96  
SCALE IN FEET  
0 300 600 900



**STANDLEY LAKE**  
 PARK MASTER PLAN  
 A DESIGN COLLABORATIVE  
 · d h m · Design Concepts

Philip C. Flores Associates  
 Night Water Engineers  
 Planning, Inc. & Utility  
 Tronker Ecological Consultants, Inc.  
 Sports & Wetland Companies

Jefferson County  
 Open Space  
 City of Westminster  
 1000 W. 104th Avenue  
 Westminster, CO 80031  
 (303) 441-2000  
 Fax: (303) 441-2000

**MASTER PLAN**



INTERGOVERNMENTAL AGREEMENT  
AMONG THE CITIES OF NORTHGLENN, THORNTON, AND  
WESTMINSTER CONCERNING SHARING OF COSTS RELATED TO  
STANDLEY LAKE AND CLEAR CREEK WATER QUALITY ISSUES

THIS AGREEMENT is entered into this 12<sup>th</sup> day of January, 2017, among the CITY OF NORTHGLENN, hereinafter referred to as "Northglenn," the CITY OF THORNTON, hereinafter referred to as "Thornton", and the CITY OF WESTMINSTER, hereinafter referred to as "Westminster". Northglenn, Thornton, and Westminster together are hereinafter referred to as "Cities".

I. RECITALS

- A. The Cities each own rights to store water in Standley Lake and other important water rights that are essential to providing a domestic water supply to the residents of the Cities.
- B. Protection of these water rights and the water quality of these sources of domestic drinking water are of paramount importance to the Cities.
- C. Article XIV, Section 18, of the Colorado Constitution, Part 2 of Article 1 of Title 29, C.R.S., and 29-20-105, C.R.S., permit and encourage local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized functions, services, or facilities.
- D. Pursuant to a series of Intergovernmental Agreements dated June 28, 1989, August 24, 1995, December 18, 2000, January 13, 2006, and March 23, 2011, the Cities have created a Standley Lake Watershed Monitoring Program "Monitoring Program", which is used to protect and monitor the quality of water in Clear Creek, the Tributary Basin, and Standley Lake. The Cities formed the Standley Lake Water Quality Committee "Committee", pursuant to Section II. B. 1, to manage that Monitoring Program, and have previously shared costs associated with the Monitoring Program and water quality protection efforts involving Standley Lake and its watershed.
- E. This Agreement represents the intent of the Cities for the continuation of, continued participation in, and administration of the Monitoring Program.
- F. It is beneficial for the Cities to pursue watershed protection for Standley Lake to protect and improve water quality and control drinking water treatment costs.
- G. It is beneficial and cost-effective for the Cities to mutually hire consultants, technical experts and legal counsel, conduct water quality monitoring, and implement water quality improvement projects by sharing costs related to water quality in the Clear Creek Basin, Tributary Basin, and Standley Lake in accordance with the goals and objectives adopted by the Committee, as the same may be amended from time to time (the "Goals and Objectives").

H. The Cities have developed the following Mission Statement: *To optimize the quality and health of Standley Lake and its watershed as a drinking water supply for current and future generations through the application of scientifically based and fiscally responsible management techniques.*

## II. AGREEMENT

In consideration of the mutual promises and covenants in this Agreement, the Cities agree as follows:

### A. Cooperative Efforts

1. For purposes of this Agreement, water quality efforts are divided into Core and Supporting Programs. This structure is intended to preserve key water quality elements while allowing for expanded efforts on an opt-in basis. The Core Program contains the essential elements of the Monitoring Program with which the Cities unanimously agree. The Supporting Program enhances and expands on the Core Program water quality efforts. The Supporting Program adds flexibility for funding special projects and efforts outside of the Core Program, and is subject to modification.
2. Core Program: The Cities mutually agree to participate in and equally fund core tasks associated with the protection of Standley Lake water quality. The scope of these integral tasks is termed the "Core Program" and is set forth in the attached Exhibit A. Costs associated with the Core Program shall be shared equally among each of the Cities with annual payments made as provided in Section II. D.1, below. Exhibit A will be reviewed by the Committee as needed to ensure the scope remains appropriate for Standley Lake water quality protection.
  - a. The Core Program's annual operating budget must be adopted with unanimous commitment and consent of the Committee. Any budgeted activity may commence once appropriated funds are available.
3. Supporting Program: Participation in Supporting Program tasks are voluntary in nature. The scope of these supporting tasks is termed the "Supporting Program" and is set forth in the attached Exhibit B, and expressly includes the Monitoring Plan. City contributions for Supporting Program tasks shall be made as provided in Section II. D.2, below. The Supporting Program tasks shall be reviewed annually by the Committee with the goal of determining the tasks for the following year in a timely fashion to allow for appropriate budgeting.
  - a. Any budgeted activity may commence once appropriated funds are available.
  - b. The Cities agree that best efforts must be used to ensure that all sample collection, analytical testing, and reporting of monitoring data associated with the Monitoring Plan comply with accepted quality assurance/quality control (QA/QC) protocols.
4. All water quality data shall be shared in a timely fashion with each city.

5. Although the intent of this IGA is to encourage cooperative efforts among the Standley Lake Cities on water quality efforts, nothing herein prevents any city from undertaking its own independent water quality effort at its own expense outside of the IGA.
6. Exhibits may be revised at any time without amendment to this IGA with unanimous agreement of the Committee.

B. Representation

1. Each City Manager, or their designee, will designate one representative to serve on the Standley Lake Water Quality Committee. Each representative is charged with administering the terms of the Agreement on behalf of their city, developing the Goals and Objectives, managing the budget, and establishing budget needs for the next year. The Committee will meet quarterly, at a minimum.
2. At least one member of the Committee, or their appointed representative, will attend Standley Lake Operating Committee meetings as needed to enhance communications concerning the operational and water quality aspects of Standley Lake.

C. Consultants, Technical Experts, and Legal Representation

1. The Cities hereby authorize their City Managers, or their designees, to enter into contracts for legal, contractor and/or consulting services recommended by the Committee pursuant to this Agreement and in accordance with Charter and ordinance provisions of the Cities.
2. The Committee may mutually agree to hire consultants, technical experts, and/or legal counsel to provide additional expertise as needed. Conflicts of interest will be given consideration as part of the selection process and may be the basis for not selecting any contractor/consultant/attorney. Any confidential information obtained by any firm in the course of the joint representation shall remain confidential and not be used to the detriment of any city in any subsequent representation.
3. Prior to entering into any contract for consulting, technical, or legal services, the participating committee members shall approve the scope and amount of such contracts. Any changes in scope and/or contract amounts also require approval from the participating Committee members.

D. Payment Terms

1. Core Program: Expenses associated with the Core Program shall be shared on an equal basis, with each city contributing 33.33% of the costs associated with the Core Program. To the extent possible and subject to each city's budget approval process, Thornton and Northglenn will pay an annual dues for Core Program costs to Westminster in January of each year to cover expenses for the coming year. Westminster shall be responsible for paying bills associated with Core Program expenses in a timely manner and will provide a quarterly statement of said expenses

to Thornton and Northglenn. Obligated monies shall be spent to the fullest extent possible, or a potential decrease in funding could occur.

2. Supporting Program: Contributions to the Supporting Program are voluntary in nature. Expenses associated with the Supporting Program, including the Monitoring Plan, may be covered through financial contributions and/or in-kind services, apportioned by mutual agreements between participating Cities and are subject to budgeting approval and the limitations contained in Section II. E.12, below. Once a city has agreed to contribute to a Supporting Program task or project for a given year, it shall use best efforts to honor that commitment. Budgeted expenses for the Supporting Program shall be paid by Northglenn and Thornton to Westminster in January of each year. Westminster shall be responsible for paying bills associated with the Supporting Program expenses in a timely manner and will provide a quarterly statement of said expenses to Thornton and Northglenn.
3. At the beginning of each calendar year, Westminster will submit an invoice to Thornton and Northglenn for their portions of the budgeted Core and Supporting Programs. Westminster will set up clearing accounts to track receipt and expenditure of Northglenn and Thorntons' funds. Westminster will pay all expenses and provide Northglenn and Thornton with quarterly reports. Any funds remaining at the end of the year will be appropriated as specified in Section II. D.6.
4. As per Section 6 of the November 28, 1994, Standley Lake Park Intergovernmental Agreement, Westminster agrees to contribute \$10,000 annually to be used for water quality improvements which may include water quality testing and monitoring. The \$10,000 shall not be included in those costs to support the Core Program.
5. Legal counsel and technical experts or consultants hired by the Committee pursuant to this Agreement shall submit invoices to Westminster for payment, which Westminster will pay for out of the appropriate Program budget. Thornton and/or Northglenn will reimburse Westminster for their portion of any budget exceedances approved per Section II.C.3. Legal counsel, technical experts, or consultants shall follow Westminster's purchasing procedures. Westminster will provide copies of itemized invoices from attorneys, technical experts, consultants, and vendors to Northglenn and Thornton.
6. Reserve Funds: The Core Program and Supporting Program can each accumulate up to \$10,000 in reserve funds for future use on Committee identified needs. The reserve funds are generated from any unappropriated funds left over at the end of the year within the specific program budget. Any funds in excess of \$10,000 will be refunded to the Cities proportional to their prior contributions for the specific program. Westminster will provide an accounting of the reserve fund for each program in the quarterly report, denoting the percent held by each of the Cities. If one of the Cities opts out of the agreement, their portion of the reserve fund will be refunded up to the amount not already committed per Section II. E.1.

E. General Provisions

1. This Agreement shall be effective upon the date last executed by the Cities and shall terminate on December 31, 2026. Additionally, this Agreement may be terminated, at any time, for any reason, by any city, upon serving the other Cities a thirty (30) day written notice of intent to terminate. The Agreement may also be terminated in the event that any city violates any of the terms of the Agreement and fails to cure the default within ten (10) days of receipt of written notice from the non-defaulting Cities which specifies the nature of the default and its cure. Termination by any city shall not relieve that party of its share of costs already incurred or committed to by mutual agreement with the other Cities pursuant to this Agreement.
2. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any prior, concurrent, subsequent breach of the same or any other of the terms or obligations of this Agreement. No waiver shall be effective unless made in writing.
3. This Agreement represents the entire and integrated Agreement between the Cities and supersedes prior Water Quality Agreements. This Agreement may be amended only by a written instrument executed by the Cities hereto.
4. If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any city or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement or its application.
5. No documentation and/or correspondence prepared by a consultant, technical expert, or legal counsel retained pursuant to this Agreement or prepared as a joint position by the Committee under this Agreement shall be distributed to third parties without prior unanimous approval by the Committee. Each city can distribute independent documentation and/or correspondence stating their individual position, provided the documentation and/or correspondence do not imply joint concurrence or commitment by any of the other Cities hereto.
6. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Cities, and nothing contained in this Agreement shall be interpreted to give or allow any such claim or right of action to any third person. It is the expressed intention of the Cities that any person other than the Cities receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
7. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. Further, venue for any and all legal action at law or in equity regarding this Agreement shall be in the Adams County District Court, State of Colorado.

8. This Agreement does not authorize the Committee's initiation of any lawsuit.
9. Any notice which may be given under the terms of this Agreement, including a change to the designees or addresses below, shall be made in writing, and shall be deemed made upon notification to the following:

CITY OF THORNTON  
Jack Ethredge  
City Manager/Utilities Director  
9500 Civic Center Drive  
Thornton, CO 80229

CITY OF WESTMINSTER  
Donald M. Tripp  
City Manager  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031

CITY OF NORTHGLENN  
James Hayes  
City Manager  
11701 Community Center Drive  
Northglenn, CO 80233

10. This Agreement may not be assigned by any party without the written consent of the other Cities.
11. Three originals of this Agreement shall be signed by the Cities.
12. This Agreement shall in no way obligate the Cities to budget funds to be spent pursuant to this Agreement. If a court of competent jurisdiction determines that the Agreement violates the multi-year contract restriction in Section 20, Article X of the Colorado Constitution, then the Cities agree that the Agreement shall immediately be converted to a one-year contract, with automatic annual renewal through December 2026, unless previously terminated.

IN WITNESS WHEREOF, the Cities have hereto set their hand and seal on the dates indicated below.

ATTEST:

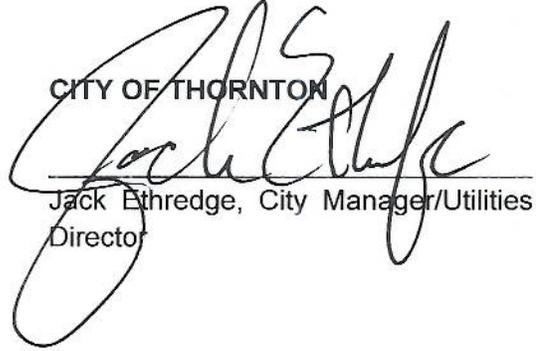
  
Nancy Vincent, City Clerk

APPROVED AS TO FORM:  
Luis Corchado, City Attorney

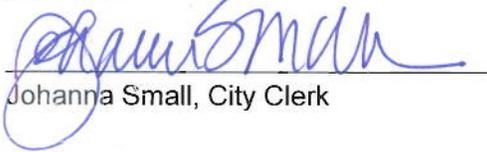
  
City Attorney

2/7/17  
Date

CITY OF THORNTON

  
Jack Ethredge, City Manager/Utilities Director

ATTEST:

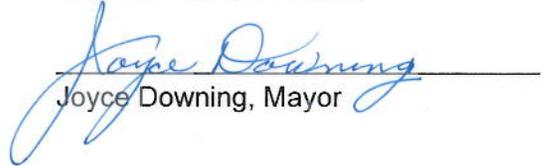
  
Johanna Small, City Clerk

APPROVED AS TO FORM:  
Corey Hoffmann, City Attorney

  
City Attorney

2/13/17  
Date

CITY OF NORTHGLENN

  
Joyce Downing, Mayor

ATTEST:

  
Michelle Parker, City Clerk

APPROVED AS TO FORM:  
David Frankel, City Attorney

  
City Attorney

1-12-17  
Date

CITY OF WESTMINSTER

  
Herb Atchison, Mayor



Exhibit A: Core Program Tasks

The Cities agree to equally contribute financially to support these programs:

1. USGS gages
2. Code Red emergency call down system
3. Hazardous waste/Pharmaceutical take back
4. Public education (financial contribution)
5. Colorado Data Sharing Network
6. Annual Watershed Report preparation and Water Quality Control Commission presentation focused on chlorophyll *a*, nutrient loadings, and summary of accomplishments, up to \$20,000
7. Aquatic Nuisance Species program with direct impacts to water supply operations
8. Source Water Protection Plan – minor updates to document

Exhibit B: Supporting Program Tasks

Financial and/or in-kind support from each city are optional for these programs:

1. SLWQ Monitoring Plan
2. SL Management Plan
3. Monitoring equipment purchase and O&M
4. Modeling – watershed and/or Standley Lake
5. Public education (in-kind contribution)
6. Wildfire projects
7. Annual Watershed Report preparation beyond Core Program \$20,000
8. Aquatic Nuisance Species programs beyond Core Program
9. Source Water Protection Program – major updates which may include the services of a Coordinator
10. Water Quality IGA staffing - Watershed Coordinator
11. Analyst education/appreciation
12. Special projects
13. Contingency fund (minimum of \$10,000)

# Exhibit E: Allowed Equestrian Use Area



-  Allowed Equestrian Use Trails
-  Standley Lake Park Boundary

	Storage					% Calculation for Agreement		
	FRICO Shares	FRICO Space by Share Ownership	Separately Owned Storage	Other	Total Storage in Standley	FRICO Storage Split among Cities	Total Storage - Basis for Agreement	% of Storage - Basis for Agreement
		(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
<b>Westminster</b>	1,079.84	9,432.93	13,500.00	325.00	23,257.93	190.09	23,448.02	54.87%
<b>Northglenn</b>	835.88	7,301.86	0.00	-325.00	6,976.86	190.09	7,166.94	16.77%
<b>Thornton</b>	392.53	3,428.96	8,500.00	0.00	11,928.96	190.09	12,119.04	28.36%
<b>FRICO</b>	65.28	570.26	0.00	0.00	570.26			
<b>Total</b>	<b>2,373.53</b>	<b>20,734.00</b>	<b>22,000.00</b>	<b>0.00</b>	<b>42,734.00</b>	<b>570.26</b>	<b>42,734.00</b>	<b>100.00%</b>

# Exhibit G: Dam and Outlet Works Protection Areas

