



**Feasibility Study For  
Larimer and Weld Canal Crossing Structure**

**Sponsored by  
Boxelder Basin Regional Stormwater Authority**

**For the  
Colorado Water Conservation Board**

**April 1, 2013**

**FEASIBILITY STUDY APPROVAL**  
Pursuant to Colorado Revised Statutes 37-60-121 & 122, and  
in accordance with policies adopted by the Board, the  
CWCB staff has determined this Feasibility Study meets all  
applicable requirements for approval.

*Admaurs*  
Signed \_\_\_\_\_ Date 5/14/13

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## **General Information**

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c/o Pinnacle Consulting Group Inc.  
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## **Exhibits**

**Exhibit A – Boxelder Creek Floodplain (Southern portion)**

**Exhibit B – 2006 Master Plan Location Map for 3 Regional Drainage Improvement Projects**

**Exhibit C – Location Map for East Side Storage Facility (ESDF) and Larimer and Weld Canal Crossing Structure (LWCCS)**

**Exhibit D – Comparison of Existing and Post-Project flood flows at Critical Locations in Boxelder Creek**

**Exhibit E- Approximate Post Project Floodplain (after construction of ESDF, LWCCS, opening I-25 box culverts and Prospect Road Bridge improvements)**

**Exhibit F – Current Service Area Boundary**

**Exhibit G – Alternative Locations for Edson from May 2010 Siting Study**

**Exhibit H – Proposed East Side Detention Facility (ESDF) Grading Plan**

**Exhibit I – Cross Sections through ESDF dam**

**Exhibit J– Selected Alternative for Larimer and Weld Canal Crossing Structure (LWCCS)**

**Exhibit K– Schedule of Sources and Uses – Feasibility Study for LWCCS**

## **Introduction and Background**

Early in 2005, stormwater planners in northern Larimer County took a holistic approach to addressing flood hazard and stormwater drainage problems in the Boxelder Creek watershed. This watershed or basin encompasses over 265 square miles and extends from just north of the Wyoming border to the Poudre River on the south. Exhibit A shows the entire FEMA mapped Boxelder Creek floodplain from the Poudre River on the south to just below the existing NRCS dams to the north. Because the Boxelder Creek floodplain affects many property owners and several local governments, intensive efforts were made to develop a regional flood hazard mitigation plan. It should be noted that Coal Creek and Indian Creek both feed into Boxelder Creek near the Town of Wellington. The communities of Fort Collins, Wellington, Timnath, Windsor, and Larimer County all shared a common goal in mitigating the flood hazard posed by Boxelder Creek. The Alliance was formed in early 2005 to develop a “regional” solution that is more efficient, wide ranging and cost effective than the entities could develop independently.

The Alliance members included:

- Colorado Department of Transportation (CDOT)
- Larimer County
- City of Fort Collins
- Town of Wellington
- Town of Timnath
- Town of Windsor
- North Poudre Irrigation Company
- Boxelder Sanitation District
- New Cache La Poudre Irrigation Company
- A Private Property Owners’ Group
- Colorado Water Conservation Board (CWCB)

Representatives of these entities met over a period of two years to consider ways to mitigate flood hazards within the area that is tributary to Boxelder Creek from County Road 70 north of Wellington south to where Boxelder Creek floodwaters join the Cache La Poudre River. It was determined that the best approach to basin wide flood hazard mitigation would be to prepare a common plan for flood mitigation improvements within the Basin. Members of the Alliance pooled funding to prepare a stormwater Master Plan for the Boxelder Basin. The resulting Boxelder Creek Regional Stormwater Master Plan (Master Plan) was completed in October 2006. This Master Plan formed the basis for the formation of the Boxelder Basin Regional Stormwater Authority (Authority). The Authority was formed by an Intergovernmental Agreement in August of 2008 by its Member Entities; the City of Fort Collins, Larimer County and The Town of Wellington.

The central purpose of the Authority was to develop and construct three regional drainage improvement projects which are shown on Exhibit B. These projects were preliminarily identified in the 2006 Master Plan as:

1. The Coal Creek Flood Mitigation Project
2. Edson Reservoir
3. The Middle Boxelder Improvements

The first of these improvement projects, the Coal Creek Flood Mitigation Project, has recently been completed by the Authority in cooperation with Larimer County. The purpose of the project was to protect close to 200 homes, dozens of businesses, and two schools that were within the Coal Creek floodplain in the Town of Wellington. This \$5.1M project diverts stormwater flows from Coal Creek (which is tributary to Boxelder Creek) into the Clark Reservoir Inlet Canal and ultimately into Clark Reservoir. North Poudre Irrigation Company (NPIC) owns these facilities, which are north of the Town

of Wellington. The Inlet Canal was enlarged to accommodate the 1,700 cfs from Coal Creek, Clark Reservoir was dredged and the emergency spillway was raised to accommodate the decreed storage of NPIC along with the diverted Coal Creek flows. During construction, 186,000 cubic yards of sediment was removed from Clark Reservoir. The dredging combined with raising the emergency spillway provides the 540 acre-feet of flood storage along with the 871 acre-feet of decreed storage for NPIC. Funding for this project came from a FEMA Pre-Disaster Mitigation Grant (PDM), matching funds and Authority Service Fees.

The second improvement project identified in the Master Plan was originally called Edson Reservoir. This dry stormwater detention reservoir was only preliminarily sized (660 to 990 ac-ft) and sited (see Exhibit B) in the Master Plan. A detailed Siting Study was completed by Ayres Associates (May 2010) to determine the most advantageous location for Edson taking into account flood reduction, cost and constructability issues. The Siting Study will be discussed in further detail in the **Alternative Analysis** Section of this Feasibility Study. Eventually the selected project site emerged and is now referred to as the East Side Detention Facility (ESDF), which is the principal project of this Loan Application and Feasibility Study.

The third of the projects, the Middle Basin Improvements, went through a metamorphosis as well. Originally identified in the Master Plan as principally two storm drainage channels and a siphon structure at the crossing of Boxelder Creek and the Larimer and Weld Canal (Canal), the improvements were reduced in scope and refined in design. Most of this change in the scope of the improvements had to do with the eventual size and location of the ESDF, which will greatly reduce the Boxelder 100-year flows where they cross the Larimer and Weld Canal. As a result, these improvements have now been reduced to a single side-flow spillway structure known as the Larimer and Weld Canal Crossing Structure (LWCCS) at the crossing of Boxelder Creek and the Canal. This structure will allow the flood flows from ESDF to flow across the Canal and minimize the backwater in the Canal which currently spills at the Cooper Slough on the west side of Interstate 25.

## **Purpose**

The purpose of this Loan Application and Feasibility Study is to seek funding for the second of two remaining regional improvement projects. The Larimer and Weld Canal Crossing Structure (LWCCS) which is a side flow spillway structure which is to be constructed on the Larimer and Weld Canal at its crossing of Boxelder Creek. This crossing is approximately 0.75 miles south of ESDF (see Exhibit C). Construction of this project is proposed to overlap with the construction of ESDF.

This project, in tandem with ESDF, will greatly reduce the threat of flooding to homes and businesses downstream and remove large areas from the FEMA mapped floodplain of Boxelder Creek.. Kevin Houck, Chief of Watershed and Flood Protection for the CWCB recently restated that “The Boxelder watershed remains on the Top 10 list of high risk watersheds for the State of Colorado, due primarily to its enormous size of 265 square miles.” This project is a key component of the Master Plan for the Authority.

## **Coordination with Other Projects**

It should be noted that as this project, along with ESDF, moves forward into final design and construction the City of Fort Collins and the Town of Timnath have parallel plans to move forward with two projects which will further reduce floodplain boundaries downstream. The construction of ESDF reduces the downstream flows in Boxelder Creek drastically from over 7000cfs to less than 2400cfs. This flow reduction has allowed the City of Fort Collins and the Town of Timnath to consider “unplugging” two large box culverts at the crossing of I-25 and Boxelder Creek. Two of the four box culverts originally constructed at this location have been plugged since they were first built. When FEMA revised the floodplain mapping in this area, the resulting overflow from this blockage extended the floodplain south along the east side of I-25 flooding large sections of Timnath. Opening of the two box culverts will eliminate this overflow path. Projected flows on the west side of I-25 will be less than the current flood flow projections under existing conditions. This will allow the City of Fort Collins and Timnath to move forward with constructing conveyance improvements on west Prospect Road where Boxelder Creek flows under the roadway. The design of the Prospect Road improvements scheduled to coincide with the design of ESDF and LWCCS. Exhibit D depicts the existing and post-project flood flows in Boxelder Creek for comparison at critical locations. The Authority, the City of Fort Collins and the Town of Timnath are planning on joint submittals of the Conditional Letter of Map Revision (CLOMR) and the Physical Letter of Map Revision (PMR) to FEMA in order to expedite the review and approval of FEMA floodplain mapping revisions. Although the post project floodplain mapping has not been completed as yet, Exhibit E provides a general idea of the floodplain reduction that will occur after the construction of ESDF, LWCCS, opening the I-25 box culverts and the Prospect Road bridge improvements at Boxelder Creek.

## **Project Sponsor**

### **General**

The Authority was established as a drainage authority pursuant to C.R.S. § 29-1-204.2 (2). The Authority is operated as an enterprise within the guidelines of TABOR and the Water Activity Enterprise Law, Part 1 of Article 45.1, Title 37, C.R.S. As such, the Authority collects Stormwater and System Development Fees annually from the unincorporated area of Larimer County, and the portions of Fort Collins and Wellington that lie within the Service Area.

The Authority is governed by a Board of Directors consisting of five (5) members (the “Directors”), consisting of one each selected by the City of Fort Collins, the Town of Wellington and Larimer County, and two unaffiliated members, representing the public at large, one selected by the City of Fort Collins and Larimer County upon mutual agreement and one by the Town of Wellington and Larimer County upon mutual agreement. The Authority has the power to condemn property for public use and has the authority to enter into contractual agreements.

The Original IGA and the By-Laws for the Authority as well as a map of the Service Area are included in Appendix A.

## **Service Area**

The current Service Area includes over 56 square miles within the tributary area of Boxelder Creek within Larimer County (Exhibit F). The current service area stretches from County Road 70 to the confluence of Boxelder Creek and the Cache La Poudre River approximately one mile south of the Prospect Road / Interstate 25 Interchange. It encompasses all of the Town of Wellington and portions of Larimer County and the City of Fort Collins. This includes 5600 residences and 292 commercial and industrial properties.

## **Alternative Analysis for Larimer and Weld Canal Crossing Structure**

As shown on Exhibit A, the Boxelder Creek floodplain currently crosses the Larimer and Weld (L&W) Canal just north of Vine Drive, in two locations. Because the existing Boxelder Creek is unable to contain the entire 100-year flood flows the floodplain actually splits into the main Boxelder floodplain and the westerly floodplain which is adjacent to I-25. Over the years the owners of the L&W Canal have expressed concern about the possibility of the canal bank failing because of the Boxelder Creek flood flows and also about the additional spills out of the canal that would occur both upstream and downstream of where the two cross during a flood event. The improvements identified in the Master Plan called for a siphon(s) to be constructed on Boxelder Creek to enable it to cross under the canal. According to the Master Plan the westerly floodplain of Boxelder Creek would have been eliminated with the construction of Edson along with some widening of the existing Boxelder Creek.

With the current location and design of ESDF it is no longer necessary to include any widening of Boxelder Creek because the proposed discharge from ESDF will be less than the existing 100-year flows in Boxelder Creek. Ayres Associates has looked at several options for controlling the flows at the crossing of Boxelder and the L&W Canal, starting with siphoning Boxelder Creek under the L&W as proposed in the Master Plan. The proposed discharge from ESDF reduces the flows in Boxelder Creek at the L&W to approximately 2,400 cfs. Even with the dramatic reduction in flows this would still require approximately 6 – 10feet wide \* 5feet high boxes under the L&W. Our preliminary cost estimates for this project were approximately \$2.5 million dollars. In addition, in order to convey the flows to the siphons and build up enough head for the flows to pass through the siphons, there was need to purchase additional property on the north side of the canal, which was not well received by the existing property owner.

Ayres then looked at siphoning the L&W irrigation flows under Boxelder Creek because the decreed flow for the canal is only 1,100 cfs at this location. To siphon the 1,100 cfs would have required 3-10feet wide \* 5feet high boxes. This concept was presented to the owners of the L&W Canal and they were very concerned about the daily operation and maintenance of the siphons because siphons have a tendency to clog and malfunction.

## **Selected Alternative for Larimer and Weld Canal Crossing Structure**

As stated earlier, one of the primary concerns of the owners of the L&W Canal was that the canal embankment (primarily the south side) would fail during a 100-year storm event where the Boxelder Creek overtops the canal. With that in mind, Ayres developed an alternative which would create a defined weir on the south side of the L&W Canal to facilitate the spilling of the Boxelder Creek flood



flows back into the Boxelder floodplain on the south side of the canal. The south side of the canal embankment will be lowered approximately 2 feet for the length of the proposed weir which is 1200 feet. In addition, because the maintenance and access road for the canal is on the south side it will also be lowered approximately 2 feet to allow the flows that spill across the weir in the embankment to spill across the road as well. The canal embankment will be fortified for the entire length of the proposed weir with a concrete cut-off wall, to ensure that the embankment will not fail due to erosion or undercutting. The length of the weir matches the existing width of the Boxelder Creek floodplain in this location. The elevation of the weir was determined by developing a steady state HEC-RAS model of the canal with the normal irrigation flows of 1,100 cfs in the model. This was done to insure the owners of the canal that there will be no spills of their normal irrigation flows at the location of the proposed weir during normal canal operations. An unsteady HEC-RAS model was then created which included the proposed weir in the embankment. The unsteady model accounted for the normal canal flows along with the inflow flood hydrograph entering the canal from Boxelder Creek. The unsteady model determined how much of the Boxelder flood flows will spill out of the canal through the proposed weir. Exhibit J depicts the general components of the Larimer and Weld Canal Crossing Structure. In general, the design details are as follows:

Normal Irrigation Flows = 1,100 cfs

Boxelder Creek 100-year flows (with ESDF built) = 2,500 cfs

Length of proposed weir in south side of L&W Canal = 2,000 feet

Spill out of weir (unsteady HEC-RAS model) =

## **Permitting Requirements**

### **Corps of Engineers**

As stated previously the design team has had the existing wetlands delineated on the site and met with the Corps of Engineers to obtain direction in terms of permitting requirements. Because of the wetlands close proximity to Boxelder Creek which is considered “waters of the U.S.” the Corps determined that the wetlands on the site would be deemed jurisdictional. With this knowledge, Ayres Associates re-graded the entire site to completely avoid all of the jurisdictional wetlands. The only exception is in the area of the proposed primary outlet structure which will be a 12 X 8 ft. RCBC through the dam at Boxelder Creek, but the disturbance will be less than 0.5 acres which will still allow us to apply for a Nationwide Permit which should only take approximately 10 days.

Because the dam height for ESDF is greater than 10 feet, the project must go through the approval process of the State Engineers Office (SEO). The project team has met several times with the State Engineer to discuss the logistics of the project and obtain direction from them. During the final design process Ayres Associates will be completing a hydrology study which will determine the Probable Maximum Flood (PMF) hydrology for the ESDF site. In addition, Ayres will be completing an Incremental Damage Analysis for the ESDF site to prove that the effect of the ESDF dam failing would be inconsequential in a PMF event. The final design for ESDF will need to meet all of the SEO criteria in terms of stability, seepage and seismic evaluation. Brierley Associates will be completing the geotechnical design of the ESDF.

## Implementation Schedule

The Authority has already moved forward with the final design effort for the ESDF and will soon initiate design of the LWCCS. Our proposed Implementation Schedule appears in Table X below:

| TABLE 1 - Implementation Schedule                           |                   |                    |
|---|-------------------|--------------------|
| Item  | Targeted Schedule |                    |
|   | Start Date        | Completion Date    |
| ESDF Site Analysis  | February 10, 2012 | August 1, 2012     |
| ESDF Preliminary Design                                     | February 10, 2012 | December 15, 2012  |
| ESDF 2D Modeling  | December 15, 2012 | February 15, 2013  |
| LWCCS Preliminary Design                                    | September 1, 2012 | February 15, 2013  |
| Application and Feasibility Study Submitted to CWCB         | December 15, 2012 | March 1, 2013      |
| Application and Feasibility Study Review & Approval by CWCB | April 1, 2013     | May 30, 2012       |
| CWCB Funds Available to Authority                           | May 30, 2013      | July 8, 2013       |
| ESDF Final Design   | December 15, 2012 | August 30, 2013    |
| LWCCS Final Design  | July 1, 2013      | August 30, 2013    |
| ESDF Right of Way Negotiation                               | March 1, 2013     | September 30, 2013 |
| CLOMR Preparation and Submittal                             | July 1, 2013      | September 1, 2013  |
| ESDF Bidding and Construction                               | December 15, 2013 | November 1, 2014   |
| LWCCS Bidding and Construction                              | December 15, 2013 | April 1, 2014      |
| PMR Preparation and Submittal                               | November 1, 2014  | January 30, 2015   |

## Institutional Feasibility

As these projects move forward into final design and construction there are institutional considerations that need to be addressed. Table 2 delineates the required actions and entities involved to fully allow these projects to be implemented. A brief summary of these actions follows.

| TABLE 2 - Required Institutional Actions and Considerations                                      |  |
|--|--|
| Required Actions   | Entities Involved  |
| Approval of Debt Load (CWCB Loan)  | Member Entities (City of Fort Collins City Council, Town of Wellington Board of Trustees and Larimer County Commissioners) |
| Approval of CWCB Loan Application and Feasibility Study  | CWCB Board   |
| Acquisition of Right of Way (ESDF)   | Property Owners and Larimer County Court (in event of condemnation)  |
| Approval of Nationwide Permit  | Corps of Engineers   |
| Approval of Construction Drawings (ESDF)   | State Engineer's Office; Lake Canal Reservoir Company; Larimer County; Larimer County Flood Review Board                   |
| Approval of Construction Drawings (LWCCS)  | Larimer and Weld Reservoir Company; Larimer County; Larimer County Flood Review Board                                      |
| Approval of Conditional Letter of Map Revision (CLOMR) and Physical Letter of Map Revision (PMR) | Federal Emergency Management Agency (FEMA)   |

- **Approval of Debt Load** – Section 2.05 (f) of the Original IGA between the Member Entities specifies that “Any borrowing, issuance of debt, or multiple fiscal year financial obligation may only be approved by unanimous vote of the Members.” At this point, the Member Entities agree with the approach to apply for the CWCB Loan. An amendment to the Original IGA approving the issuance of debt is in process and is expected to be approved unanimously by the Members.
- **Approval of CWCB Loan Application and Feasibility Study** – Obvious approval of the CWCB Board is required.
- **Acquisition of Right of Way (ESDF)** – There are potentially five properties affected by the construction of ESDF. Two of these properties are likely to need only drainage easements while the remaining properties will likely be acquired. Although the Authority has the right of to condemn property based on Section 3.01 (f) of the Original IGA we are hoping to negotiate all easements and properties. No additional right of way is anticipated for the LWCCS.
- **Approval of a Nationwide Permit** – The design of ESDF has been modified in recent months to reduce the amount of affected wetlands to less than 0.5 acres, thereby reducing the Corps permit requirement to a Nationwide Permit. No significant issues are anticipated with approval by the Corps.
- **Approval of Environmental Assessment** – If this is required no significant issues are anticipated with approval by EPA.
- **Approval of Construction Drawings (ESDF)** – Coordination with the State Engineer’s Office will be ongoing during the final design of ESDF to address all pertinent issues. The Lake Canal Reservoir Company (Owners of the Gray Lakes Reservoirs) will be kept informed as well. Review by their engineer and approval by the Board is anticipated in the design schedule. Plans will be required to be review and approved by Larimer County and well as their Flood Review Board
- **Approval of Construction Drawings (LWCCS)** – The Larimer and Weld Reservoir Company (Owners of the Larimer and Weld Canal) will be kept informed as well. Review by their engineer and approval by the Board is anticipated in the design schedule. Plans will be required to be reviewed and approved by Larimer County as well as their Flood Review Board.
- **Approval of the CLOMR and PMR** - The submittal of the CLOMR for ESDF and LWSSC will be coordinated with plans by the City of Fort Collins and Town of Timnath to open all the culverts under Interstate 25 at its crossing with Boxelder Creek and Prospect Road improvements west of Interstate 25. Construction of these projects is scheduled to coincide with the construction of ESDF and LWCCS. Costs are to be divided appropriately. A unified submittal to FEMA will expedite the approval process. The same approach will be taken with the PMR submittal after all const

## Cost Estimate

| Boxelder Basin Regional Stormwater Authority    |          |      |   |                     |
|---|----------|------|---|---------------------|
| Larimer Weld Canal Crossing Structure (LWCCS)   |          |      |   |                     |
| Prepared by: Pinnacle Consulting Group, Inc     |          |      |   |                     |
|   |          |      |   | 3/28/2013           |
| Engineering                                     |          |      |   |                     |
| Preliminary Investigation                       |          |      |   |                     |
| Middle Basin Conceptual Design                  |          |      | \$  | 18,550              |
|   |          |      | Preliminary Investigation                     | \$ 18,550           |
| Final Design of LWCCS                           |          |      |   |                     |
| Meetings, Coordination and Data Collection      |          |      | \$  | 22,190              |
| FEMA Hydrologic and Hydraulic Analysis          |          |      | \$  | 17,080              |
| Design Adjustments after Hydraulics             |          |      | \$  | 8,640               |
| Corps of Engineer Permitting                    |          |      | \$  | 13,200              |
| Scour and Erosion Analysis                      |          |      | \$  | 1,440               |
| Geotech Data                                    |          |      | \$  | 4,070               |
| Final Construction Plans                        |          |      | \$  | 12,420              |
| Larimer and Weld Review                         |          |      | \$  | 5,190               |
| Preparation of Bid Documents and Specifications |          |      | \$  | 6,920               |
| Construction Coordination                       |          |      | \$  | 4,210               |
| As-Builts                                       |          |      | \$  | 5,860               |
|   |          |      | Final Design                                  | \$ 101,220          |
|   |          |      | <b>Total Engineering</b>                      | <b>\$ 119,770</b>   |
| Construction                                    |          |      |   |                     |
| Indirect Costs                                  |          |      |   |                     |
| Item  | Quantity | Unit | Unit Cost                                     | Item Cost           |
| Construction Surveying                          | 1        | LS   | \$ 15,000                                     | \$ 15,000           |
| Construction Testing                            | 1        | LS   | \$ 15,000                                     | \$ 15,000           |
| District Management                             | 1        | LS   | \$ 16,500                                     | \$ 16,500           |
| Infrastructure Management                       | 1        | LS   | \$ 30,000                                     | \$ 30,000           |
| Resident Engineering                            | 1        | LS   | \$ 10,000                                     | \$ 10,000           |
|   |          |      | <b>Total Indirects</b>                        | <b>\$ 86,500</b>    |
| Construction Costs                              |          |      |   |                     |
| Item  | Quantity | Unit | Unit Cost                                     | Item Cost           |
| Clearing and Grubbing                           | 1        | LS   | \$ 14,650                                     | \$ 14,650           |
| Structural Excavation                           | 5700     | CY   | \$ 15.00                                      | \$ 85,500           |
| Haul and Dispose                                | 5700     | CY   | \$ 8.00                                       | \$ 45,600           |
| Aggregate Base Course (Class 5)                 | 800      | Ton  | \$ 30.00                                      | \$ 24,000           |
| Riprap (9" Placed 18" Thick)                    | 5500     | CY   | \$ 55.00                                      | \$ 302,500          |
| Partial Grouting of Riprap                      | 480      | CY   | \$ 550.00                                     | \$ 264,000          |
| Geotextile Drainage (Class B) (Mirafi 180N)     | 9800     | SY   | \$ 2.50                                       | \$ 24,500           |
|   |          |      | <b>Construction</b>                           | <b>\$ 760,750</b>   |
|   |          |      | <b>Construction Contingency 10%</b>           | <b>\$ 76,075</b>    |
|   |          |      | <b>Pre-Design and Pre-Bid Contingency 10%</b> | <b>\$ 96,702</b>    |
|   |          |      | <b>Total Project Costs</b>                    | <b>\$ 1,139,797</b> |

## **Opinion of Feasibility**

These projects (ESDF and LWCCS) are very practical and provided assorted benefits to the irrigation companies affected, Larimer County, City of Fort Collins, and the Town of Timnath as well as downstream property owners and CDOT. When the original Boxelder Creek Regional Stormwater Master Plan was done in 2006 an exhaustive benefit cost analysis was done of 6 different possible combinations of regional and local drainage improvements. A principal portion of this analysis focused on estimating the damages caused by flooding throughout the Boxelder Basin. The damage assessment considered cost impacts to:

- Structures and Contents
- Environmental
- Flood Insurance Premiums
- Agricultural Losses
- Infrastructure Damages
- Emergency Services
- Clean Up and Maintenance
- Injury and Potential Loss of Life

These impacts were developed for defined reaches of Boxelder Creek from County Road 68 to the Boxelder Creek's confluence to the Cache La Poudre River. Cost impacts were estimated for the 100, 50, 10, 5 and 2 year storm events. The results were then brought forward to a set of overall present worth loss figures for each reach of Boxelder Creek. These present worth loss figures were developed for the option of doing nothing (existing conditions) and 5 other combinations of regional and local drainage improvements. In order to develop a concise analysis of the benefits (damage reductions) from the two proposed projects this information has been utilized taking the existing condition estimates from the affected reaches of Boxelder Creek and comparing them to the present worth loss figures from the closest design option that duplicates the affects of the two proposed projects.

This approach appears to be a conservative approach to developing a benefit cost ratio for these projects based on these factors:

- Costs were developed in 2006 and even with minimal inflation, current actual costs would be higher
- Analysis is limited to reduction in damages and does not consider the increased value of lands taken out of the floodplain
- No benefits were included for portions of I-25 which will be taken out of the floodplain south of Prospect Road. These could be significant with the expansion plans currently under consideration by CDOT.

The results of this analysis appear below:

# <sup>1</sup>Present Worth Damage Losses Estimated in 2006 Master Plan

2/8/2013

| Boxelder Creek Reach   | Potential Damages at Existing Conditions | Potential Damages after construction of ESDF and LWCCS | Resulting Benefit (Damage Reduction) |
|--|--|--|--------------------------------------|
| Middle Boxelder Creek (CR54 to I25)                          | \$ 9,990,993                             | \$ 5,000,000   | \$ 4,990,993                         |
| Boxelder Overflow  | \$ 9,007,028                             | \$ -   | \$ 9,007,028                         |
| Lower Boxelder Creek (I25 to Poudre)                         | \$ 2,015,535                             | \$ 811,806   | \$ 1,203,729                         |
| Boxelder I 25 Split  | \$ 10,224,807                            | \$ -   | \$ 10,224,807                        |
| Cooper Slough  | \$ 27,344,409                            | \$ 8,623,624   | \$ 18,720,785                        |
| Cache La Poudre Overflow                                     | \$ 2,311,180                             | \$ 220,493   | \$ 2,090,687                         |
| <b>Totals</b>  | <b>\$ 60,893,952</b>                     | <b>\$ 14,655,923</b>                                   | <b>\$ 46,238,029</b>                 |
|  |  |  |                                      |
| <b>Current Construction Cost Estimate (ESDF &amp; LWCCS)</b> | <b>\$ 9,900,000</b>                      |  |                                      |
| <b>Estimated Benefit/Cost Ratio</b>                          | <b>4.67</b>                              |  |                                      |

## Financial Feasibility Analysis

### Revenue Sources

Property owners within the Authority are assessed an annual Stormwater Service Fee (Stormwater Fee) based upon the square footage of impervious area on their properties. The Stormwater Fee is reviewed annually and in accordance with the IGA shall not on average exceed \$0.04 per square foot of impervious area per year or be less than \$0.03 per square foot of impervious area per year. Currently, the Stormwater Fees are set at the lowest level at an average \$0.03 per square foot of impervious area. Although not anticipated, this allows for an increase in fees if required.

Additional funding comes from new development in the form of System Development Fees (Development Fees) which are collected no later than at the time of issuance of a building permit. Development Fees are based upon the square footage of impervious area and on average shall not exceed \$0.30 per square foot of new impervious area or be less than \$0.20 per square foot of new impervious area. Current Development Fees are set at the minimum \$0.20 per square foot of new impervious area.

The Authority also has an IGA with the Timnath Development Authority (TDA). The agreement acknowledges the benefit of the proposed improvements to the property owners within the Town of Timnath. The TDA provided \$500,000 in 2012 and agreed to pay 25% of the two regional drainage improvement projects (ESDF and LWCCS), whether through a matching construction contribution or repayment of construction related debt.

### Project Financing

The projected Larimer and Weld Canal Crossing Structure total cost is \$1,139,000. The Authority is requesting a loan amount of \$1,000,000 with a repayment period of 15 years and an interest rate of 2.75%. The balance of \$139,000 of the total project cost will be funded by Stormwater Fees, Development Fees and contributions from the TDA. As the Authority transitions from construction to debt repayment, the Stormwater Fees, Development Fees and contributions from the TDA will be utilized for debt repayment. In conjunction with the contributions from the TDA, the current Stormwater and

Development Fees are projected to fund more than the required 10% local contribution toward construction costs and fully repay the loan with no rate increase. The Authority would pledge the Stormwater and Development Fees backed by a rate covenant to assure repayment of the CWCB loan.

### **Financial Forecast**

*Schedule of Sources and Uses – Feasibility Study for LWCCS* (Exhibit K), is a detailed schedule of the estimated annual sources and uses for the duration of the construction and debt repayment periods. The following is a description of the sources, uses and related assumptions supporting the amounts and calculations of Exhibit AA:

- **Stormwater Fees (a)** – The 2012 Stormwater Fees were assessed in the amount of \$739,570. The Authority has experienced Stormwater Fee growth due to development and continued growth is expected. However, for purposes of Exhibit K, the inflation and growth factor was conservatively established at 0% showing no Stormwater Fee increases through the anticipated loan payoff. Additionally, the Development Fees were omitted from Exhibit K. The Development Fees are dependent on new development and construction and can fluctuate year to year. Rather than support loan repayment viability on changing and unreliable revenue, the Development Fees were not included.
- **TDA Contribution (b)** – As described in Revenue Sources, the TDA has agreed to pay 25% of the LWCCS improvement project. The TDA Contribution represents 25% of construction costs paid directly by Authority monies and 25% of the loan repayment amount.
- **CWCB #1 ESDF Loan Proceeds (c)** – Exhibit K begins in 2013 to demonstrate how construction costs will be paid. Contiguous to the timing of the LWCCS project, the Authority will also be constructing the ESDF improvements. It is anticipated that the Authority will receive a loan from the Colorado Water Conservation Board to largely fund the ESDF project. Substantial completion of ESDF construction is expected in 2014. The ESDF capital expenses and loan proceeds and repayments are included as they directly relate to the feasibility of the LWCCS loan repayment.
- **CWCB #2 LWCCS Loan Proceeds (d)** – Exhibit K begins in 2013 to demonstrate how construction costs will be paid. It is anticipated that the Authority will receive a loan from the Colorado Water Conservation Board to largely fund the LWCCS project. Substantial completion of LWCCS construction is expected in 2014 and loan proceeds would be drawn accordingly.
- **Total Sources (e)** – This column on Exhibit K is a sum of the Stormwater Fees, TDA Contributions and loan proceeds to illustrate the total annual sources available for capital expenses, Authority operations, loan repayment and funding of the loan reserve. The projected sources total \$23,568,805. This is sufficient to fund the projected total uses of \$22,737,936.
- **ESDF Project (f)** – The ESDF Project is forecasted to cost \$8,761,000 and paid in 2013 and 2014.
- **LWCCS Project (g)** – The LWCCS Project is forecasted to cost \$8,761,000 and paid in 2013 and 2014.
- **Authority Operations (h)** – The Authority projects total costs to manage, operate and maintain the Authority and its assets in 2013 to be \$200,000. Authority Operations costs were increased annually by inflation of 3%. During the construction period of 2013 and 2014, the Authority expects management, operations and maintenance expenses to peak. Afterwards, the Authority anticipates a reduced level of operational need which is reflected in the substantial decrease in Authority Operations expense beginning in 2016.
- **Payments on CWCB #1 ESDF Loan (i)** – This column represents the loan principal and interest payments associated with the repayment of the \$7.1MM loan expected from the CWCB for the ESDF project. The forecasted substantial completion of the ESDF project is 2014. It is expected that the “substantial completion letter” will be then be issued and the Authority will pay the Interest During Construction amount. Interest accrued during the construction is estimated at

\$169,676 payable in 2014. One year later in 2015, the Authority would begin repayment of the CWCB loan. Loan repayment is based on a 15 year loan at 2.75%. The principal amount is \$7,171,000 which is the \$7,100,000 in loan proceeds with a 1% loan service fee to CWCB of \$71,000. The annual loan repayment for the ESDF loan would be \$589,881.

- **Payments on CWCB #2 LWSSC Loan (j)** – This column represents the loan principal and interest payments associated with the repayment of the \$1.0MM loan expected from the CWCB for the LWCCS project. The forecasted substantial completion of the LWCCS project is 2014. It is expected that the “substantial completion letter” will be then be issued and the Authority will pay the Interest During Construction amount. Interest accrued during the construction is estimated at \$20,349 payable in 2014. One year later in 2015, the Authority would begin repayment of the CWCB loan. Loan repayment is based on a 15 year loan at 2.75%. The principal amount is \$1,139,000 which is the \$1,000,000 in loan proceeds with a 1% loan service fee to CWCB of \$10,000. The annual loan repayment for the LWCCS loan would be \$83,082.
- **Total Uses (k)** – This column on Exhibit K is a sum of the capital expenses, Authority operations, and debt retirement to illustrate the total annual uses of available funds. The projected uses total \$22,737,936. The total projected sources of \$23,568,805 are sufficient to fund the projected total uses.
- **Sources in Excess of Uses (l)** – This column illustrates the sources in excess of uses as they accumulate year over year. The Authority ended 2012 with \$594,326, most of which originated from the \$500,000 receipt from the TDA. These funds carry forward into 2013 to partially fund construction costs resulting in a depletion of the sources in excess of uses in 2013 and 2014. After the improvements are completed in 2014, the sources in excess of uses increase annually through the repayment of the loan in 2029.
- **Portion of Fund Balance Allocated to CWCB Reserve (m)** – For the CWCB loans, the Authority is required to accumulate the equivalent of one annual loan payment in a loan reserve fund, over the first 10 years of the loan repayment. Based on the projected amount and terms of the loans, the reserve requirement each year for the first 10 years of the ESDF loan is \$58,988 and of the LWCCS loan is \$8,308. The loan reserve requirement will accumulate to \$672,962. The accumulated reserve will be used to make the final loan payments in 2029.

### **TABOR (Taxpayer’s Bill of Rights)**

Colorado voters passed an amendment to the State Constitution, Article X, Section 20 which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local government. Due to the nature of its formation and enterprise status, the Authority does not believe it is subject to the restrictions of TABOR.

### **Conclusion and Recommendation**

The Authority’s financial forecast illustrates a strong financial position. The Authority projects an ability to meet the financial demands of capital expenses, operations and loan repayment. Overall, the current project budget allows for reasonable contingencies to deal with the unknown design and construction issues. The three founding entities are moving toward agreement on the issuance of debt by the Authority. Adequate time remains to complete final design, acquired the required land, and meet targeted schedules. Based on all these factors the Authority recommends approval of this CWCB Loan Application.



INTERGOVERNMENTAL AGREEMENT  
FOR STORMWATER COOPERATION  
AND MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR STORMWATER COOPERATION AND MANAGEMENT (this "Agreement"), entered into this 20<sup>TH</sup> day of AUGUST, 2008, by and among THE BOARD OF COMMISSIONERS OF LARIMER COUNTY, COLORADO (the "County"); THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (the "City"); and THE TOWN OF WELLINGTON, COLORADO, a statutory municipality (the "Town").

WITNESSETH:

WHEREAS, recent growth in the Fort Collins Urban Growth Area (the "City UGA") and the Wellington Urban Growth Area (the "Town UGA") suggests that increased coordination and cooperation between the City, the Town and the County may result in better management, problem resolution, design, construction, maintenance and joint financing of stormwater facilities; and

WHEREAS, the City has established and currently operates its own stormwater utility and its own stormwater utility enterprise (hereinafter referred to jointly as the "City Stormwater Utility Enterprise") to provide and finance stormwater services within the City; and

WHEREAS, the Town has not established a stormwater utility but intends to do so and further intends to operate such stormwater utility as a stormwater utility enterprise (the "Town Stormwater Utility Enterprise") to provide and finance stormwater services within the Town; and

WHEREAS, the County currently collects a stormwater impact fee at the time of development of properties within the Boxelder Creek Basin ("Boxelder Basin" or the "Basin") below County Road 70; and

WHEREAS, the Boxelder Creek Floodplain (the "Boxelder Floodplain") is designated in a Flood Insurance Study prepared by the Federal Emergency Management Agency and dated December 19, 2006; and

WHEREAS, the County is authorized to establish, expand and operate a stormwater utility or stormwater utility enterprise throughout all portions of the Boxelder Basin that are located solely within the boundaries of the County and outside any municipality, pursuant to C.R.S. Section 30-11-1-7(1)(w), Section 30-20-401, et seq., and Section 37-45.1-101, et seq.; and

WHEREAS, a basin master plan titled "Boxelder Creek Regional Stormwater Master Plan" dated October 2006 and prepared by PBS&J Consulting Engineers (the "Plan") has been adopted by the City, the Town and the County; and

WHEREAS, recent engineering studies indicate that constructing stormwater facilities

within the Boxelder Floodplain to store stormwater would reduce the threat of floods for approximately 4,900 acres in the Boxelder Floodplain, which acres are located in portions of the City, portions of the Town and in unincorporated Larimer County and would reduce damages to public and private properties, reduce the risk to citizens, increase protection for public roads, bridges and other facilities in the Boxelder Basin; and

WHEREAS, the parties anticipate that areas in the Basin and in the unincorporated areas of the County will be annexed into the City or the Town in the future, subject to the urban growth area boundaries and standards of the City and the Town; and

WHEREAS, the elimination of such flood hazards, as well as the resulting relaxation of associated land use restrictions, would alleviate some of the financial hardships associated with developing those properties that are now located within the Boxelder Basin; and

WHEREAS, the various risks and hazards existing or anticipated to exist in the Basin can be alleviated most efficiently and at the least cost through a regional effort; and

WHEREAS, it appears that financing the construction of the needed stormwater facilities for the Boxelder Basin on a regional basis is best accomplished by the County and the other Members hereto forming an Authority as provided herein, to include those properties located within the Boxelder Basin; and

WHEREAS, the City currently charges a City-wide stormwater impact fee as a condition of issuance of a building permit or, if no building permit is required, upon commencement of construction for new development on those properties located within the City, and further charges an ongoing monthly stormwater fee to all developed properties within the City's boundaries; and

WHEREAS, the Town intends to charge a stormwater basin fee as a condition of issuance of a building permit or, if no building permit is required, upon commencement of construction for new development on those properties located within the Town; and

WHEREAS, as noted above, the County currently charges a stormwater basin impact fee at the time building permits are issued for new development on those properties located in the unincorporated areas of the County within a portion of the Boxelder Basin; and

WHEREAS, it appears that the financing, construction, maintenance and operation of the needed stormwater facilities in the Boxelder Basin are best accomplished by the County expanding or establishing a stormwater utility enterprise (hereinafter referred to jointly as the "County Stormwater Utility Enterprise") to work cooperatively with the Town's Stormwater Utility Enterprise and the City's Stormwater Utility Enterprise; and

WHEREAS, construction, operation and maintenance of said additional stormwater facilities for the Boxelder Basin in accordance with Urban Storm Drainage Criteria Manual Best Management Practices is necessary and beneficial to the public health, safety and welfare; and

Management Practices is necessary and beneficial to the public health, safety and welfare; and

WHEREAS, each of the parties has materially relied on the participation of all parties to this agreement and on the inclusion of all of the property within the defined Service Area to accomplish the purposes set forth in this Agreement, and

WHEREAS, the City, the Town and the County desire to enter into this Agreement in order to delineate the duties and responsibilities of each Member with respect to the proposed stormwater improvements for the Boxelder Basin; and

WHEREAS, C.R.S. Section 29-1-203 authorizes the City, the Town and the County to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of them, which cooperation may include the sharing of costs and the incurring of debt; and

WHEREAS, C.R.S. Section 30-20-402(1)(h) authorizes the County to enter into and perform contracts with the City and the Town for or concerning the planning, construction, lease or other acquisition and the financing of stormwater facilities and the maintenance and operation thereof; and

WHEREAS, C.R.S. Section 29-1-204.2(1) provides that a combination of municipalities or other political subdivisions of this State may establish, by contract with each other, a separate governmental entity, to be known as a drainage authority, to be used by such contracting Members to effect the development of stormwater and drainage facilities for the benefit of the inhabitants of such contracting Members or others at the discretion of the Directors; and

WHEREAS, C.R.S. Section 29-1-204.2(4) and (5) provides that a drainage authority established by such contracting Members shall be a political subdivision and a public corporation of the State, separate from the members to the contract and that it shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate; and

WHEREAS, the provisions of Articles 10.5 and 47 of Title 11, C.R.S., shall apply to moneys of the entity and the bonds, notes and other obligations of a water or drainage authority formed under the provisions of this Agreement shall not be the debts, liabilities or obligations of the original contracting Members or Members that may enter the establishing contract in the future; and

WHEREAS, C.R.S. Section 29-1-204.2(6) provides that the contracting members may provide in the contract for payment to the separate governmental entity of funds from proprietary revenues for services rendered by the entity, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth in the contract, and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the entity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION

**Section 1.01.** Definitions. In this Agreement, capitalized terms not otherwise defined shall have the meanings respectively assigned thereto in the Recitals to this Agreement or as provided in this Section 1.01, unless the context clearly requires a different meaning:

“Agreement” means this Intergovernmental Agreement for Stormwater Cooperation and Management and any amendments hereto.

“Authority” means the Boxelder Basin Regional Stormwater Authority.

“Boxelder Project” means acquisition and construction of the Project Improvements described in the Plan.

“City” means the City of Fort Collins, Colorado.

“County” means Larimer County, Colorado.

“Directors” means the members of the Authority’s Board of Directors.

“Fiscal Year” means the calendar year.

“Flood Insurance Study” means the official report in which the Federal Emergency Management Agency (“FEMA”) has provided flood profiles, as well as the Flood Boundary-Floodway Map and water surface elevation of the base flood, in all or a part of the Service Area.

“Member” means the City, the County, the Town and any additional member government added as a party to this Agreement by amendment after the date hereof.

“Operation and Maintenance” means the ongoing maintenance, operation, repair and replacement of the Project Improvements.

“Plan” means the Boxelder Creek Regional Stormwater Master Plan dated October 2006, together with any amendments thereto approved by a unanimous vote of the Members.

“Project Improvements” means, without limitation, detention areas or flood storage facilities; reservoirs; open channels; irrigation canal overflow or spill structures; diversion or confinement berms; utility relocations; road and railroad crossing structures; water quality enhancement features; and landscaping of disturbed areas, to the extent contemplated by the Plan.

“Service Area” means the area shown on Exhibit “A” hereto.

“State” means the State of Colorado.

“Stormwater Service Fee” means a recurring, monthly or quarterly fee charged to all customers of the Authority upon the basis of such customers’ relative contributions to storm flows on a continuing basis, and applied to Operation and Maintenance and debt service requirements of the Authority.

“System Development Fee” means a one-time charge imposed upon rezoning of property or the issuance of a building permit with respect to property in the Service Area, for the purpose of recovering a reasonable portion of the Authority’s existing or future capital investment in the Project Improvements.

“TABOR” means Article X, Section 20 of the Constitution of the State.

“Town” means the Town of Wellington, Colorado.

## **ARTICLE II**

### CREATION AND GOVERNANCE OF THE AUTHORITY

**Section 2.01.** Creation of Authority. The City, the Town and the County, by this Agreement, hereby establish the Authority as a drainage authority pursuant to C.R.S. § 29-1-204.2(2). The Authority shall exist until dissolved or terminated in accordance with this Agreement.

**Section 2.02.** Name and Service Area. The Authority shall be known as the Boxelder Basin Regional Stormwater Authority and the Authority shall carry out the Responsibilities set forth in this Article. The initial Service Area of the Authority shall include those portions of the Service Area in the City, the Town or the unincorporated areas of the County as of the date of this Agreement, as shown and described on Exhibit “A”, which is attached to and made of part of this Agreement.

**Section 2.03.** Board of Directors. The Authority shall be governed by a board of directors consisting of five (5) members (the “Directors”), consisting of one each selected by the City, the Town and the County, and two unaffiliated members, representing the public at large, one selected by the City and the County upon mutual agreement and one by the town and County upon mutual agreement. No more than one of such unaffiliated members shall be employed by or an elected official of any Member. Each director shall serve a three (3) year term, with terms staggered and expiring on the 1st day of April or as soon thereafter as the successor director is approved. The staggered terms of Directors shall expire each three (3) years with the first Directors’ terms expiring as follows: The Town-appointed director – 2009; City-appointed director and County/Town-appointed director – 2010; County-appointed director and

County/City-appointed director -- 2011. Officers of the Authority shall consist of a president, secretary and treasurer, which shall be appointed by a majority of the board of Directors and shall be re-appointed on the 1st day of April of each year or as soon thereafter as successors may be qualified. Each board member shall have one (1) vote. The majority of the Directors shall constitute a quorum and a majority of the quorum shall be necessary to take any action by the board. The board shall comply with all obligations and may exercise all powers authorized by Title 29, Article 1, Part 2, C.R.S.

**Section 2.04.** Distribution of Property of the Authority Upon Dissolution. If the Authority is dissolved, property of the Authority shall pass jointly to the Members as tenants in common thereto, except as otherwise expressly agreed in writing.

**Section 2.05.** Actions of Board and Members. Generally, actions may be taken by the Authority upon majority approval the Directors; provided, however, that the following actions may only be taken with the following approvals:

(a) This Agreement may only be terminated or dissolved by unanimous vote of the Members, and only in the event that all bonds, notes and other financial obligations of the Authority and the obligation to operate, maintain, repair and replace any existing improvements of the Authority have been paid or duly provided for by escrow or otherwise;

(b) Fees, rates and other charges consistent with Article V of this Agreement may only be established by a majority vote of the Directors;

(c) Preliminary and final engineering studies for improvements to be constructed by the Authority in accordance with the Plan, including but not limited to the Boxelder Project, as hereinafter defined, may only be approved by a majority of the Directors;

(d) Any amendments to the Plan may only be approved by a unanimous vote of the Members;

(e) Any amendments to this Agreement may only be made on a unanimous vote of the Members; and

(f) Any borrowing, issuance of debt, or multiple fiscal year financial obligation may only be approved by a unanimous vote of the Members.

**Section 2.06.** Description of the Boxelder Project. The Boxelder Project may include, without limitation, any Project Improvements described in the Plan. The Members intend and acknowledge that implementation of the Plan will include the design of permanent natural habitat and other natural features as part of the stream stability and erosion control improvements to be constructed, and, to the extent practicable, as part of other improvements to be constructed by the Authority. All improvements of the Authority will be designed so as to minimize the

potential for introduction of human-caused pollutants in accordance with the Urban Storm Drainage Criteria Manual Volume III – Best Management Practices, or such other subsequently adopted standard as the Directors may approve. The Members further intend and acknowledge that the enhancement and restoration of native vegetation, wildlife habitat, naturally meandering stream channel topography, and other similar natural features are beneficial for the sustained maintenance of the Boxelder drainage.

**Section 2.07.** The Authority’s Responsibilities. The Authority shall have the following responsibilities:

- (a) Plan and establish a financial structure that equitably distributes among all properties within the Service Area the costs of the Boxelder Project. The financial structure will include both impact fees and service fees;
- (b) Plan and arrange for the Operation and Maintenance of the Project Improvements;
- (c) Plan and establish a financial structure that equitably distributes among all properties within the Service Area the costs of acquisition and construction of the Project Improvements, Operations and Maintenance of the Project Improvements and costs of administering and operating the Authority. The financial structure to fund said expenses will include service fees and such other sources of revenue as the Authority may determine to be appropriate and sufficient to support the acquisition and construction of the Project Improvements, the Operation and Maintenance of the Project Improvements and administration of the Authority, in a fiscally sustainable manner;
- (d) Obtain any necessary Stormwater MS4 Permitting (stormwater quality) required for its undertakings within the Service Area;
- (e) Comply with all local laws and requirements, including but not limited to land use and zoning laws and similarly applicable land use code provisions and floodplain and storm drainage regulatory requirements; and
- (f) Cooperate and collaborate with the Members, other governmental entities and jurisdictions, nonprofit and private entities and persons and property owners, to incorporate into Authority project plans, to support, and to encourage the design of, development and use of Authority property and improvements, to provide for natural habitat preservation and restoration, preservation of viewsheds and aesthetic values, and transportation connections, and to advance other compatible public purposes and uses, insofar as the same are not in conflict with the primary stormwater objective of the Authority.

**Section 2.08.** Enterprise Status. To the extent practicable, the Authority shall be operated as an enterprise within the meaning of TABOR and the Water Activity Enterprise Law, Part 1 of Article 45.1, Title 37, C.R.S. For such purposes, payments to the Authority by

Members pursuant to Sections 5.03 or 6.03 hereof shall not constitute “grants.”

**Section 2.09.** Particular Duties of the Board. The Board shall diligently pursue the implementation of the Plan, and shall comply with the applicable provisions of Article 1, Title 29, C.R.S.

### **ARTICLE III**

#### **POWERS OF THE AUTHORITY**

**Section 3.01.** Powers. The Authority shall have and may exercise the following powers together with any additional powers conferred upon drainage authorities by C.R.S. Section 29-1-204.2 as it may be amended from time to time:

(a) Pursuant to the Plan to develop stormwater systems or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting Members or others, at the discretion of the Directors, subject to fulfilling any conditions or requirements set forth in this Agreement or in any other contract concerning the Authority;

(b) To make and enter into contracts;

(c) To employ agents and employees;

(d) To acquire, construct, manage, maintain, fund, plan and operate drainage and flood control systems, facilities, works, or improvements, or any interest therein;

(e) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized only for the purposes of providing drainage, flood control, or stormwater quality control or for related or accessory purposes;

(f) To condemn property for public use;

(g) To incur debts, liabilities, or obligations, including without limitation by the issuance of bonds, notes and other financial obligations;

(h) To sue and be sued in its own name;

(i) To have and use a corporate seal;

(j) To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the Authority;

(k) To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;



(l) To exercise any other powers which are essential to the provision of functions, services, or facilities by the Authority and which are specified in this Agreement or any other contract concerning the Authority;

(m) To do and perform any acts and things authorized by Section 29-1-204.2, C.R.S., and this Agreement under, through, or by means of an agent or by contracts with any person, firm, or corporation;

(n) To permit other municipalities, special districts, or political subdivisions of the State that are authorized to provide drainage facilities to become Members in the manner provided in this Agreement;

(o) To provide for the rehabilitation of any surfaces adversely affected by the construction of pipelines, facilities, or systems or of stormwater or other drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands; and

(p) To the extent permitted by law, to justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of the Authority.

**Section 3.02.** Insurance. The Authority shall comply with all minimum insurance requirements of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. Unless the Members vote unanimously to approve other insurance limits, the Authority shall maintain commercial general liability insurance with minimum limits of \$1,000,000 combined limit for each occurrence and \$2,000,000 general aggregate, including products/completed operations and personal injury. So long as any obligation is owed to the Colorado Water Conservation Board (“CWCB”) the company providing the insurance coverage shall be acceptable to the CWCB.

**Section 3.03.** Authority Not a Taxing Entity. The Authority shall not have the power of taxation.

## **ARTICLE IV**

### **REPRESENTATIONS AND COVENANTS OF MEMBERS**

**Section 4.01.** The County’s Representations and Covenants. The County makes the following representations and covenants:

(a) It will promptly transfer to the Authority all revenues, fund balances, improvements and responsibilities associated with the County’s existing stormwater impact fee in the Service Area, and will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment

to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the unincorporated areas of Larimer County and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the County's use, with approval of the County Board of Commissioners in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the County are reimbursed by the Authority, and the County is held harmless;

(e) It will allow the Authority, within the County's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

**Section 4.02.** The City's Representations and Covenants. The City makes the following representations and covenants:

(a) To the extent permitted by any ordinances authorizing bonds and other obligations of the City Stormwater Utility Enterprise in effect or existing as of the effective date of this Agreement, it will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the City and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the City's use, with approval of the City Council in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the City are reimbursed by the Authority, and the City is held harmless;

(e) It will allow the Authority, within the City's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

**Section 4.03.** The Town's Representations and Covenants. The Town makes the following representations and covenants:

(a) It will transfer to the Authority any amounts representing fees applicable within its jurisdiction to the extent it elects to make payment to the Authority in lieu of the collection of such fees pursuant to Section 5.04;

(b) It has adopted or will adopt the Plan;

(c) It will duly appoint initial and replacement Directors in accordance with Section 2.03 hereof;

(d) It will, to the extent it is necessary to locate certain stormwater improvements within the Town and if requested by the Authority, cooperate with the Authority in any condemnation actions, including the Town's use, with approval of the Town Board in its sole discretion, of its powers of eminent domain to acquire property as requested by the Authority, so long as all costs of the Town are reimbursed by the Authority, and the Town is held harmless;

(e) It will allow the Authority, within the Town's standards and specifications, to utilize easements and rights of way dedicated to the public for the Authority's purposes, subject to the primary use of the right of way and applicable police powers;

(f) It will cooperate in preparing all preliminary and final engineering services necessary for the design and construction of the Boxelder Project;

(g) It will establish and implement stormwater standards, to be applied in connection with subdivision, development and building review and approval, that are consistent with the analytical assumptions and objectives of the Plan; and

(h) It will cooperate with the Authority and other Members in seeking approval of changes to the Flood Insurance Study or underlying components, and consent to the Authority's submission of the same to FEMA.

## ARTICLE V

### **RATES AND CHARGES; PROJECT PAYMENTS**

**Section 5.01.** Power and Duty to Impose. The Authority shall be authorized and required to impose the following rates, fees and charges on property within the Service Area to fund regional improvements as described in the Plan: (a) a Stormwater Service Fee and (b) a System Development Fee.

**Section 5.02.** All rates, fees and charges shall be consistent with the terms of this Agreement. The Members have obtained a financial feasibility study report prepared by Alex Brown Consulting, identified as Boxelder Creek Alliance Financial Analysis, and dated May 22, 2008 (the "Feasibility Study").

(a) In order to fund the Authority's projects and operations in accordance with the Feasibility Study, the Members agree that the Authority shall no later than January 1, 2009, establish a Stormwater Service Fee to be collected on an ongoing, regular, basis from owners of property within the Service Area. The Stormwater Service Fee shall be set by the Authority generally based upon impervious area, and on average shall not exceed \$ 0.04 per square foot of impervious area per year or be less than \$ 0.03 per square foot of impervious area per year.

(b) To provide additional funding for the Authority's projects and operations, the Members agree that the Authority shall no later than January 1, 2009, establish a System Development Fee to be collected in connection with development of property within the Service Area no later than at the time of issuance of a building permit. The System Development Fee shall be generally based upon impervious area, and on average shall not exceed \$ 0.30 per square foot of new impervious area or be less than \$ 0.20 per square foot of new impervious area.

(c) The Authority shall review the Stormwater Service Fee and System Development Fee on a biennial basis, and shall adjust the System Development Fee to reflect the investment in the value of assets of the Authority and depreciation of those assets. Modifications of the permitted average range of Stormwater Service Fee and the System Development Fee parameters

may be made by adoption of an amendment to this Agreement.

**Section 5.03** Uniformity and Rates and Charges. The rates, fees and charges collected by the Authority shall be uniform within the Service Area, and shall as nearly as practicable result in similar charges to similarly-situated properties. Such rates and charges shall be imposed in sufficient amounts to provide for the Operation and Maintenance expenses of the Authority, and to defray, or provide a reasonable reserve for the payment of, its capital requirements. The Authority is authorized to pledge all or any portion of the revenues derived from its rates, fees and charges, including amounts received from Members pursuant to Section 5.03 hereof in lieu of rates, fees and charges, to the payment of the principal of and interest on the obligations of the Authority issued pursuant to Section 3.01(g) hereof.

**Section 5.04.** Option of Members to Contribute in Lieu of Authority Collection of Rates and Charges. It is not intended that this Agreement shall deprive any Member of its inherent power to charge for stormwater services and facilities within its boundaries. As to any fiscal year a Member may at its discretion elect to pay directly to the Authority an amount equal to the total of the Authority's rates, fees and charges imposed on property within such Member's jurisdiction, in which case the Authority shall credit the account of each such property and refrain from billing and collection in the affected area. Direct payments of such amounts shall be made by a Member so electing no later than the dates upon which payments by property owners to the Authority would have been due if the Authority had billed such property owners directly. A Member electing to make such payments shall file a written notice with the Authority not later than November 1 of the year preceding the fiscal year as to which it makes such election, stating the fiscal year as to which such election is effective and the specific rates, fees or charges affected, together with evidence satisfactory to the board of the Authority of the appropriation and assignment of funds by such Member's governing body sufficient to fully provide for all payments due as the result of such election. In any case where a Member so elects, nothing shall prevent it from imposing and collecting rates, fees and charges to customers within its boundaries which differ from the Authority's prevailing rates, fees and charges, provided that the Authority does not thereby receive less revenue than it would if it were directly imposing and collecting its own prevailing rates.

**Section 5.05.** Enforcement/Unpaid Charges a Lien. Any charge due hereunder which shall not be paid when due may be recovered in an action at law by the Authority. All rates, fees and charges imposed pursuant to this Article shall be a lien upon the property to which such fee is associated from the date the fee becomes due until such fee is paid. The owner of every building, premises, lot or house shall be obligated to pay the fee for all service provided for the premises which obligation may be enforced by the Authority by action at law or suit to enforce the lien. In the case that a tenant in possession of any premises or buildings shall pay the charges, it shall relieve the landowner from such obligation and lien but the Authority shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No changes of ownership or occupation shall affect the application of this Article and the failure of any owner to learn that he or she purchased property against which a lien for stormwater authority rates, fees or charges exists shall in no way affect the responsibility for such payment. Any delinquent amount may be enforced by assessment upon the property and premises served

and certification to the County Treasurer for collection under and pursuant to the authority and procedure provided in by applicable law.

**Section 5.06. Initial FEMA Grant Funding.** The Members have applied for, and received preliminary notice of award of, a FEMA Pre-Disaster Mitigation grant in the approximate amount of \$3 million, for design and construction of certain improvements described in the Plan (the “PDM Grant”). The Members anticipate that the Authority will receive the PDM Grant and use the PDM Grant funds, together with local matching funds in the approximate amount of \$1 million, to design and construct the grant-funded improvements and administer the PDM Grant. The Members agree to share the local match obligation among them, and cash funds or in-kind services in the following approximate proportions: the County – 50%; the Town – 30%; the City – 20%. Such Member contributions shall be made to carry out and complete the PDM Grant project in the specific manner mutually agreed by the Members.

**Section 5.07. Repayment to Member Entities.** The Authority shall be obligated to, and hereby covenants to repay in full, any amounts advanced or obligations incurred by Member entities on behalf of or under agreement with, the Authority, except as expressly waived in writing by the Member to which such repayment would otherwise be due.

## **ARTICLE VI**

### **FINANCIAL RECORDS AND ACCOUNTING**

**Section 6.01. Annual Audit.** The books and financial records of the Authority shall be examined annually by an independent auditor, whose report thereon shall be completed and filed for public inspection at the office of the Authority not later than July 1 of the calendar year following the close of the fiscal year for which such records are examined.

**Section 6.02. Budget.** The Authority shall propose and adopt an annual budget for each ensuing fiscal year, not later than September 1 of the year preceding the fiscal year for which such budget is prepared. The budget shall contain a complete plan for the financial operations of the Authority for such ensuing fiscal year, including an estimate of revenues based upon the then current or most recently adopted schedule of rates, fees and charges and including any other anticipated source of funds for operating or capital purposes, an estimate of the cost of Operation and Maintenance, an estimate of the cost of capital additions and the debt service requirements of bonds, notes or financial obligations issued in connection therewith and a five-year capital improvements plan.

**Section 6.03. Payments to and Contributions by Members.** Nothing in this Agreement shall prevent any one or more Members from acquiring or constructing all or any portion of the Boxelder Project by agreement with the Authority. Any such agreement may provide either for a cash payment by the Authority to such Member or Members or for a credit in kind against amounts owing by such Member or Members to the Authority, the amount thereof in either case being based upon the actual amounts expended by such Member or Members upon such acquisition or construction. The Authority shall not enter into agreements to extend credit in

kind to such an extent that its funds available for Operation and Maintenance and debt service requirements are impaired.

## ARTICLE VII

### ADMINISTRATION

**Section 7.01.** Authority Staff, Attorney, Auditor and Other Staff and Services. The Authority, through its board, shall hire or retain the following:

(a) Authority Manager. The Authority shall retain a manager on a full or part time basis to manage the Authority, or shall contract for management services. The manager shall be answerable to the Directors and may be an employee of any of the Members and, if an employee paid by a Member, the Authority shall enter into a separate contract with the Member which employs the manager, according to the separate agreement to be entered into between the Authority and the Member employing the manager.

(b) Attorney. The Authority shall retain an attorney or shall contract for legal services as needed. The attorney shall be answerable to the Directors.

(c) Auditor. The Authority shall retain an auditor or shall contract for auditing services as needed. The auditor shall be answerable to the Directors.

(d) Other Authority Administrative and Professional Staff and Staff. The Authority shall retain such additional administrative or professional staff on a full or part time basis, or shall contract for administrative or professional services as needed. Any such employees shall be answerable to the Directors and may be an employee of any of the Members and, if an employee paid by a Member, the Authority shall enter into a separate contract with the Member who employs the employee, according to the separate agreement to be entered into between the Authority and the Member employing the employee.

**Section 7.02.** Due Diligence. The Members agree to exercise due diligence in performing their duties under this Agreement.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01.** Notice. Any notice or other communication given by any Member to the other Members relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, addressed to the other Members, at their respective addresses as set forth below; and such notice or other communication shall be deemed given, when so hand delivered or three (3) days after so mailed:

If to the City:  
Utilities Executive Director  
City of Fort Collins  
P. O. Box 580  
Fort Collins, CO 80522

With a copy to:  
City Attorney  
City Attorney's Office  
300 LaPorte Avenue  
P. O. Box 580  
Fort Collins, CO 80522

If to the County:  
Public Works Director  
Larimer County  
Storm Drainage Engineer  
P. O. Box 1190  
Fort Collins, CO 80522

With a copy to:  
George Haas  
Larimer County Attorney's Office  
224 Canyon Ave., Ste. 200  
P. O. Box 1606  
Fort Collins, CO 80522-1606

If to the Town  
Town Administrator  
Town of Wellington  
P. O. Box 127  
Wellington, CO 80549

With a copy to:  
J. Brad March  
Wellington Town Attorney  
March, Olive & Pharris, LLC  
110 E. Oak St., Ste. 200  
Fort Collins, CO 80524

**Section 8.02.** Annexation. In the event that any parcel of real property currently located in unincorporated Larimer County and in the Service Area is annexed into the City or the Town, the Authority, County and annexing entity shall work cooperatively to ensure that the fees, rates and charges collected from or attributable to the annexed property are equitably apportioned. Upon completion of the construction of the Project Improvements, all such Improvements shall be owned by the Authority, except as otherwise expressly agreed and documented in writing by all Members. It is the intent of the Members that annexation of property within the Authority boundaries by a non-Member municipality will not alter the Authority's power or the rates, fees or other charges imposed by the Authority upon such property, except as expressly agreed in writing by the Authority and such annexing municipality.

**Section 8.03.** Financial Obligations of Members. At the option of any Member obligated to make any payment hereunder, such payment may, at such Member's discretion, constitute an obligation of such Member or its respective Stormwater Utility Enterprise. Obligations of the Members pursuant to this Agreement are hereby made expressly contingent upon the respective governing bodies of the County, Town or the City appropriating annually any funds necessary for the fulfillment of such obligations.

**Section 8.04.** Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the Members hereto (including their respective Stormwater Utility Enterprises) and their respective successors and assigns.



(b) This Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado.

(c) This Agreement shall not be assigned by any of the Members without the prior written consent of the other Members.

(d) The paragraph headings used herein are for convenience of reference and in no way shall define, limit or prescribe the scope or intent of any provision of this Agreement.

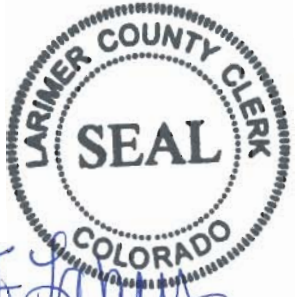
(e) This Agreement shall be construed according to its fair meaning and as if prepared by all Members and shall be deemed to be and contain the understanding and agreement among the Members with respect to the subject matter of this Agreement. There shall be deemed to be no other terms, conditions, promises, understandings, except as expressly agreed in writing by the Members.

(f) Statements or representations, either expressed or implied, concerning this Agreement shall not be binding on any Member except as set forth in any official action or subsequent writing signed by all of the Members. Amendment of this Agreement shall require unanimous consent of all Members.

(g) The Members agree to cooperate in good faith in fulfilling the terms of this Agreement. The Members agree that they will attempt to resolve, by good faith negotiations before reverting to litigation, any disputes concerning the interpretation of this Agreement and any unforeseen questions and difficulties which may arise in implementing this Agreement.

(h) Notwithstanding any other provision of this Agreement or any other incorporated provision, the Members recognize that there are legal constraints imposed upon each of the Members as governmental entities by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and by the respective charters and codes of such Members. Each Member agrees that, subject to such constraints, such Member expects to carry out the terms and conditions of this Agreement. Such constraints include, without limitation, the constraints of TABOR relating to governmental entities incurring multi-year fiscal obligations. Therefore, notwithstanding any other provision of this Agreement to the contrary, in no event shall any Member exercise any power or take any action that shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date and year first above written.



BOARD OF COUNTY COMMISSIONERS,  
LARIMER COUNTY, COLORADO

By: *Alan D. Gibson*  
Chair

ATTEST:

*Melissa T. Kelly*  
Deputy Clerk

APPROVED AS TO FORM:

*Maag 8.14.08*  
Assistant County Attorney



THE CITY OF FORT COLLINS, COLORADO,  
a Municipal Corporation

By: *Walter D. Hubler*  
Mayor

ATTEST:

*Kanda M. Heavies*  
City Clerk

APPROVED AS TO FORM:

*Carol D. A.*  
Deputy City Attorney

THE TOWN OF WELLINGTON, COLORADO,  
a Statutory Municipality

By: *J. [Signature]*  
Mayor

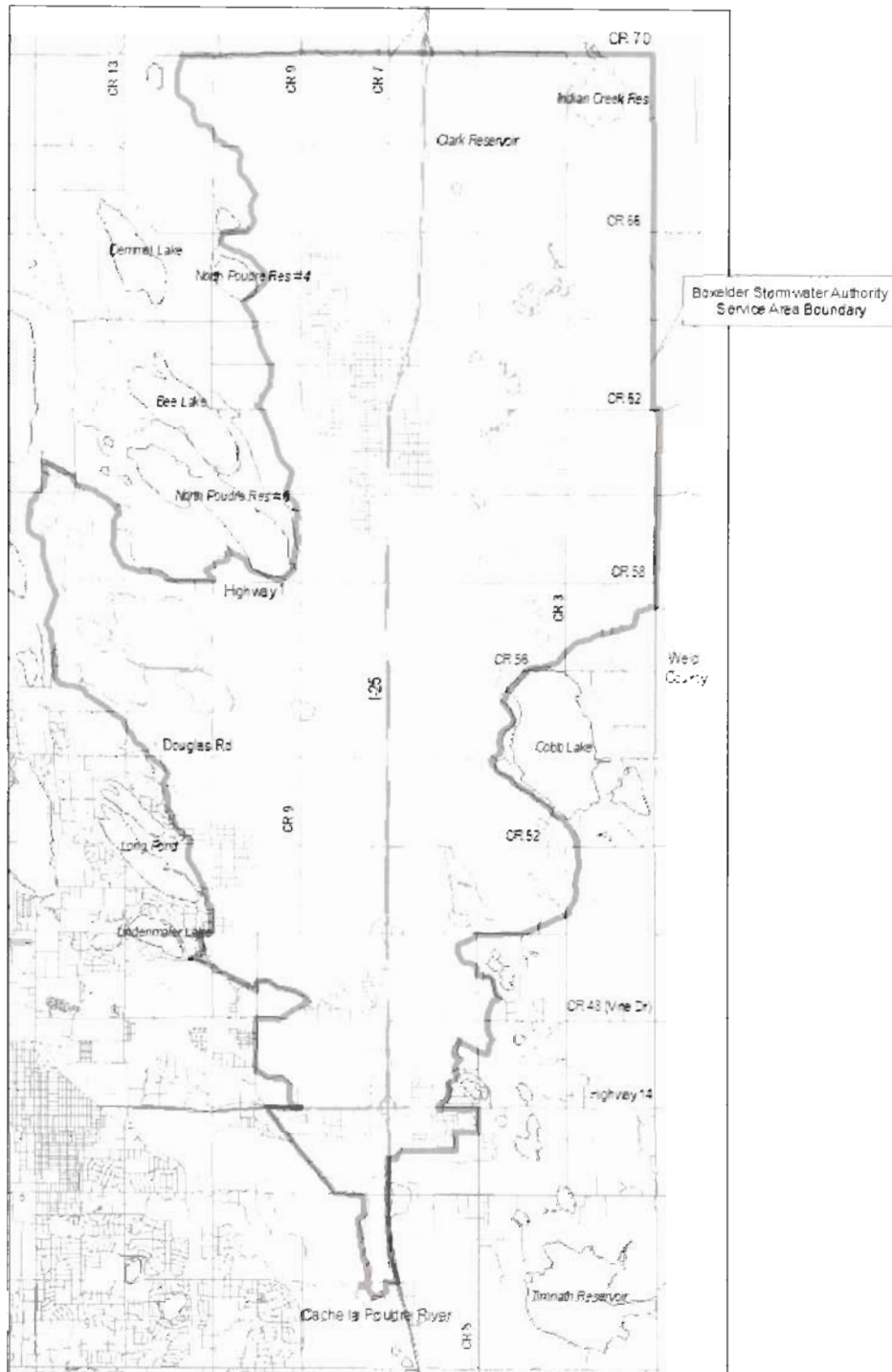
ATTEST:

*[Signature]*  
Town Clerk

APPROVED AS TO FORM:

*[Signature]*  
Town Attorney

Exhibit A





**BYLAWS**  
**OF THE**  
**BOXELDER BASIN REGIONAL STORMWATER AUTHORITY**

**ARTICLE I**  
**THE AUTHORITY**

Section 1. Name of Authority. The name of the Authority is the "Boxelder Basin Regional Stormwater Authority."

Section 2. Office of Authority. The office of the Authority shall be at such place in Larimer County as the Board may designate from time to time.

Section 3. Purpose of the Authority. The purpose of the Authority is to carry out the responsibilities set forth in Section 2.07 of the Intergovernmental Agreement for Stormwater Cooperation and Management dated the 20<sup>th</sup> day of August, 2008 by and among the Board of Commissioners of Larimer County, Colorado (the "County"), the City of Fort Collins, Colorado (the "City"), and the Town of Wellington, Colorado (the "Town") (the "Intergovernmental Agreement").

Section 4. Powers of the Authority. The Authority shall have and may exercise the powers set forth in Section 3.01 of the Intergovernmental Agreement including any additional powers of drainage authorities pursuant to Section 29-1-204.4 C.R.S. as amended from time to time.

Section 5. Board of Directors. The Authority shall be governed by its Board of Directors.

Section 6. Governing Document and Statute. The terms and conditions of the Intergovernmental Agreement effective the 20<sup>th</sup> day of August, 2008, for Stormwater Cooperation Management dated the 20<sup>th</sup> day of August, 2008 by and among the Board of Commissioners of Larimer County, Colorado (the "County"), the City of Fort Collins, Colorado (the "City"), and the Town of Wellington, Colorado (the "Town") and the terms and provisions of Section 29-1-204.2 C.R.S. as amended from time to time shall govern the operation and responsibilities of the Authority.

## **ARTICLE II**

### **OFFICERS AND PERSONNEL**

Section 1. Officers. The Board shall have a President, a Secretary and a Treasurer, who shall be Directors of the Authority.

Section 2. President. The President shall preside at all meetings of the Board. Except as otherwise authorized by resolution of the Board, the President shall execute all written instruments and documents of the Authority.

Section 3. Secretary. The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Board and record all votes, and shall keep a record of the proceedings of the Board. The Board may appoint a Recording Secretary to assist in the recording of the minutes of the meetings of the Board.

Section 4. Treasurer. The Treasurer shall be responsible for all funds of the Authority and payment of Authority expenses. The Treasurer shall keep the financial records of the Authority. The Board may appoint an Assistant Treasurer to perform such duties involving financial affairs of the Authority as the Board determines.

Section 5. Executive Director. The Authority may employ an Executive Director, pursuant to such terms as the Board may establish. The Executive Director shall have general supervision over the administration of the affairs and business of the District and shall be charged with the management of the projects of the Authority.

Section 6. Additional Duties. The officers of the Authority shall perform such duties and functions as may from time to time be authorized by the Board.

Section 7. Election of Officers. The officers of the Authority shall be elected annually by the Board at the first regular meeting in April and shall assume their duties upon election.

Section 8. Vacancies. Should any office become vacant, the Board shall select a successor at the next regular meeting to serve for the unexpired term of said office.

## **ARTICLE III**

### **MEETINGS**

Section 1. Regular Meetings. Regular meetings shall be held at such time and place designated by the Board. In the event any day of a regular meeting shall be a legal holiday, said meeting shall be held on the next succeeding day or on the same day of the succeeding week, as determined by the President.

Section 2. Special Meetings. The President may call a special meeting of the Board for the purpose of transacting any business. Three Directors may call a special meeting of the Board by written notice delivered to the President and the Secretary stating the purpose, time and place of the special meeting. All Directors shall be notified no less than two days in advance of a special meeting. The notice shall designate the purpose, time and place of the special meeting.

Section 3. Quorum. A majority (3) of the Directors shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Board upon an affirmative vote of the majority of the Directors present; except that fees, rates and other charges consistent with Article V of the Intergovernmental Agreement may only be established by a majority vote of all the Directors.

Section 4. Open Meetings. All Board meetings shall be subject to Section 24-6-401 et seq. C.R.S.

Section 5. Agenda. The Agenda shall be set by the President. Any Board Member may request additional agenda items at the start of a Board meeting. If any agenda item requested by a Director is objected to by any other Director, said agenda item shall be included on the Agenda upon approval of a majority of the Directors present at the meeting.

#### **ARTICLE IV**

##### **AMENDMENTS OF BYLAWS**

Section 1. Amendment to Bylaws. The Bylaws of the Authority may be amended by the affirmative vote of four (4) Members of the Board at a regular or special meeting.

#### **ARTICLE V**

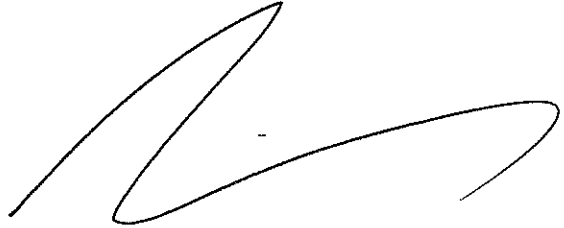
##### **MISCELLANEOUS**

Section 1. Committees. The President may appoint members of the Board with other persons to such committees as deemed necessary to perform any functions for the purpose of advising or providing other services to the Authority.

Section 2. Conflict of Interest. Each member of the Board is required to disclose any potential conflict of interest in any transaction of the Authority pursuant to Section 18-8-308 C.R.S. The Board Member with a potential conflict of interest in an Authority

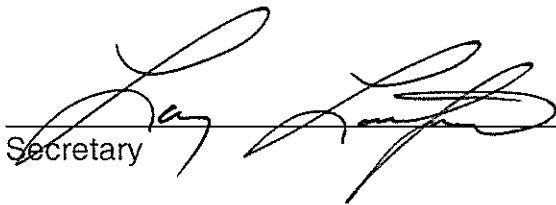
transaction may not participate in the consideration of and the vote on the transaction, may not attempt to influence any of the contracting parties, and may not act directly or indirectly for the Board in the inspection, operation, administration, or performance of any contract related to the transaction. Ownership, in and of itself, by a Director of property within the Authority shall not be considered a potential conflict of interest.

Adopted the 16<sup>th</sup> day of MARCH, 2009.



\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary



**TIMNATH DEVELOPMENT AUTHORITY**

**RESOLUTION NO. TDA-6, SERIES 2012**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOXELDER BASIN STORMWATER AUTHORITY AND THE TIMNATH DEVELOPMENT AUTHORITY**

**WHEREAS**, the Town of Timnath ("Town") has established the Timnath Development Authority ("TDA") pursuant to a resolution dated November 10, 2004; and

**WHEREAS**, the Town and the TDA are governed by an identical governing body; and

**WHEREAS**, attached hereto as Exhibit A is the Intergovernmental Agreement with the Boxelder Basin Stormwater Authority ("Agreement"); and

**NOW THEREFORE**, be it hereby resolved by the Board of Commissioners of the TDA as follows:

**WHEREAS**, the Timnath Development Authority, has the power to pass resolutions; and

**WHEREAS**, the Authority is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**

The Commission hereby approves the Agreement.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON NOVEMBER 13, 2012,

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Chair

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Secretary

**INTERGOVERNMENTAL AGREEMENT  
(REGARDING COST SHARING FOR BOXELDER BASIN STORMWATER  
MITIGATION IMPROVEMENTS)**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made and entered into this 15<sup>th</sup> day of NOVEMBER 2012, by and between THE TIMNATH DEVELOPMENT AUTHORITY, COLORADO, an urban renewal authority established pursuant to Title 31, Article 25, Part 1 of the Colorado Revised Statutes (hereinafter referred to as the “TDA”), and THE BOXELDER BASIN REGIONAL STORMWATER AUTHORITY, a Colorado regional stormwater authority (hereinafter referred to as the “Authority”) formed by an Intergovernmental Agreement dated August 20, 2008, among Larimer County, the City of Fort Collins, and the Town of Wellington (hereinafter each individually referred to as a “Member”).

**RECITALS**

**WHEREAS**, the Members have previously adopted the Boxelder Creek Regional Stormwater Master Plan, effective as of October of 2006 (the “Master Plan”), pursuant to which the Authority will construct various project improvements, including but not limited to detention areas or flood storage facilities; reservoirs; open channels; irrigation canal overflow or spill structures; diversion or confinement berms; utility relocations; road and railroad crossing structures; water quality enhancement features; and landscaping of disturbed areas, all as identified in the Master Plan; and

**WHEREAS**, recent growth in the Timnath Growth Management Area, the Fort Collins Growth Management Area, and the Wellington Growth Management Area suggests that increased coordination and cooperation between the TDA and the Authority may result in better management, design, construction, maintenance, and joint financing of stormwater mitigation facilities; and

**WHEREAS**, the TDA and the Authority have identified mutually beneficial projects to address flood impacts in the Boxelder Creek Basin as it impacts the parties, which projects are conceptually described below and visually depicted on “Exhibit A”, a copy of which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the TDA and the City of Fort Collins have separately identified mutually beneficial projects to address flood impacts to the Boxelder Creek Basin generally located south and west of the crossing of Boxelder Creek under Interstate 25 and down to Boxelder Creek’s confluence with the Cache La Poudre River; and

**WHEREAS**, the TDA and the Authority desire to move forward cooperatively in order to provide for the investigation, conceptual planning, preliminary design, and construction of the projects described herein; and

**WHEREAS**, accordingly, the parties enter into this Agreement to clarify and document their intentions and mutual rights and responsibilities with respect to funding, administration, planning, design, land acquisition, and construction of the projects.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

Definitions. In this Agreement, capitalized terms not otherwise defined shall have the meanings respectively assigned thereto in the Recitals to this Agreement or as provided in this Section 1, unless the context clearly requires a different meaning:

“Boxelder Basin Regional Stormwater Authority” or “Authority” shall mean the regional stormwater authority formed by agreement of the Board of Commissioners of Larimer County, Colorado, City of Fort Collins, Colorado, and the Town of Wellington, Colorado entitled Intergovernmental Agreement for Stormwater Cooperation and Management dated August 20, 2008.

“Boxelder Basin Regional Stormwater Authority Master Plan” or “Master Plan” shall mean the Boxelder Creek Regional Stormwater Master Plan adopted by the Authority’s members in October of 2006, and as may be amended from time to time.

“Projects” shall mean the two projects for storm drainage improvements to significantly reduce the 100-Year stormwater runoff within the Boxelder Creek Drainage Basin that contribute to the flooding potential in Boxelder Creek as identified in Section 2.1 of this Agreement.

“East Side Detention Facility” shall mean that particular stormwater detention facility described in Subsection 2.1 (a) and the work required to design, engineer, and construct the same.

“Larimer and Weld Canal Crossing” shall mean that crossing of the Larimer and Weld Canal described in Subsection 2.1 (b), and the work required to design, engineer, and construct the same.

“Construction Costs” shall mean all costs incurred by the Authority for the Projects including, but not limited to, administration, legal fees, land acquisition, design, engineering, permit fees, and construction.

“Financing Costs” shall mean all financing costs incurred by the Authority for the Projects including, but not limited to, loan application fees, legal fees, interest, and loan fees.

## ARTICLE 2

### BOXELDER CREEK FLOOD MITIGATION PROJECTS

2.1 Projects. The parties agree and hereby acknowledge that it is in the best interest of both the Authority and the TDA to work cooperatively to design and construct the Projects along Boxelder Creek and its associated flow paths to mitigate the impacts of flooding for the mutual benefit of the parties as well as the region. Accordingly, the Authority has developed a plan for two storm drainage improvement facilities to significantly reduce the 100-year stormwater runoff within the Boxelder Creek Drainage Basin that contribute to the flooding potential in Boxelder Creek, which include the following conceptual elements, which are together referred to as the Projects and are to be constructed concurrently:

(a) East Side Detention Facility/Gray Lakes Reservoirs:

1. Construction of an earthen embankment (dam) and un-gated outlet to create detention storage upstream of County Road 50.

(b) Larimer and Weld Canal Crossing:

1. Construction of a side spill weir crossing of the Larimer and Weld canal to allow Boxelder Creek storm runoff to continue downstream (south).

2.2 Design Engineering. The Authority hereby acknowledges that the Projects are or will be included in the Boxelder Basin Regional Stormwater Authority Master Plan. The Authority has initiated preliminary design engineering for said Projects, but continuation of this design engineering is necessary in order to determine actual design and related costs and to allow the Projects to proceed.

(a) Funding. The TDA agrees to provide \$500,000 immediately to the Authority for the design engineering services described in Subsection (b).

(b) Scope of Services. The Authority shall provide the following services:

1. Preparation of the Feasibility Study and Final Application for a Colorado Water Conservation Board loan to the Authority for the East Side Detention Facility and the Larimer and Weld Canal Crossing and accompanying improvements;

2. Complete the conceptual design of the East Side Detention Facility and Larimer and Weld Canal Crossing, including modeling and collaboration with the Lake Canal Ditch Company to determine the acceptable crossing structure to accomplish the goals of the Authority's Master Plan;
3. Initiate Final Design efforts (including Phase II of the geotechnical investigation - seismic site, seepage and stability analysis) for the East Side Detention Facility and Larimer and Weld Canal Crossing in order to prepare estimated costs for use in a loan application to the Colorado Water Conservation Board;
4. Initial coordination, meetings and preparation for United States Army Corps of Engineers permitting and coordination with the Colorado Office of the State Engineer; and
5. Coordination, preparation, design and engineering for conditional letter of map revision (CLOMR) and letter of map revision (LOMR) which are required by the Projects extending from the detention facility to where Boxelder Creek crosses under Interstate 25.

(c) The work described in Subsection 2.2(b) is intended to allow Authority to maintain an efficient design, submittal and construction schedule focused on an expedited completion of the Projects in a timely manner with a targeted completion by the end of 2014.

(d) The Authority hereby agrees to maintain appropriate documentation and make any reports, data or design deliverables produced for the Authority available for the TDA's review and use.

### 2.3 Funding.

(a) Following the design engineering phase described above, the TDA hereby agrees that it shall provide funds toward the Authority's Construction Costs and Financing Costs of the Projects ("Costs") in an amount not to exceed twenty-five percent (25%) of the Costs actually incurred by the Authority (the "Funding Contribution"). The Costs of the Projects are currently estimated to be \$9,900,000. Payments under this agreement shall be due within 45 days of receipt of an invoice prepared by the Authority and are contingent upon a satisfactory showing that the Authority has readily available funds to match the funds requested from the TDA in the amount of three (3) dollars for every one (1) dollar requested from the TDA by the Authority. In the event that the Costs exceed the estimate stated above, the Authority agrees to meet with TDA and provide documentation to TDA confirming the need to increase the estimated Costs of the Projects. Moreover, the parties agree that any Project Cost increases in excess of 25% of the estimated budget shall be subject to mutual approval by the parties. The parties understand and agree that a part of the purpose of the ongoing design and engineering for the Projects is to provide more accurate information as to the Costs of the Projects.

Notwithstanding any provision in this Agreement to the contrary, the Authority and the TDA agree that each party shall pay its own costs in the negotiation and preparation of this Agreement.

(b) The Authority will seek a loan through the Colorado Water Conservation Board for the Projects. The TDA understands that the Authority is relying on TDA's Funding Contribution for adequate revenue to repay any loan obtained through the Colorado Water Conservation Board. TDA agrees to provide any necessary documentation, including financial documentation, deemed necessary by the Authority to be included in the loan application.

(c) If the Authority obtains funds to finance construction of the Projects through combination loans or any other debt arrangements from the Colorado Water Conservation Board or any other entity, the TDA shall time its Funding Contribution payments so they coincide with the debt service schedule or schedules agreed to by the Authority in connection with such loan, combination of loans, or other debt arrangement, including any prepayment of principal and/or interest on the loan by the Authority.

(d) The parties acknowledge that the Funding Contributions provided by the TDA are intended as a match only to Authority payment on invoices for work directly attributable to the Projects. Any amounts not applied by the Authority for up to twenty-five percent (25%) of its actual costs for the same shall be returned to the TDA upon final completion of the Projects or termination of this agreement, whichever occurs first. The TDA shall be entitled to review all invoices and other documentation related to the Projects in order to verify use of the funds in accordance with this Agreement

2.4 CLOMR & LOMR. The Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) required by these Projects will extend from the East Side Detention Facility to where Boxelder Creek crosses under Interstate 25. This agreement covers the costs of preparing these documents, and coordinating their approval by FEMA. This CLOMR and LOMR will be submitted to FEMA along with the corresponding CLOMR and LOMR for the areas west of Interstate 25. The costs associated with the CLOMR and LOMR for the areas west of Interstate 25 are not part of this agreement and are to be covered by separate instrument between TDA and the City of Fort Collins.

2.5 Construction Deadlines. The Authority hereby agrees that it will complete construction of the Projects by July 1, 2015.

2.6 Pledged Revenues. The Authority intends to pledge the funds received from the TDA pursuant to Section 2.3 above as collateral for the repayment of the Colorado Water Conservation Board loan. The TDA agrees to approve and execute any documents required by the Colorado Water Conservation Board for said funds to be used as collateral for repayment of the loan and to comply with all requirements of the Colorado Water Conservation Board,

including execution of any security interest agreement associated with such funds as may be required by the Colorado Water Conservation Board.

2.7 CWCB Loan Feasibility Study. The funds made available by TDA pursuant to Section 2.3 above shall be included in the Loan Feasibility Study which is part of the application by the Authority to obtain approval of the CWCB loan. TDA agrees to provide all documentation including, but not limited to, availability of funds to meet the obligations of TDA pursuant to the terms and conditions of this Agreement.

### ARTICLE 3

#### TARGETED TIMELINE

Attached hereto as “**Exhibit B**” and incorporated herein by this reference, is the anticipated timeline for completion the various components of the Projects. The parties understand and agree that completion of the individual components of the timeline are subject to change, including extension thereof, due to factors beyond the control of and unforeseen by the parties at this time. Unforeseen factors include, but are not limited to:

- (a) unforeseeable design and/or engineering factors, which are not caused by acts or omissions of the Authority, and which delay the ability of the Authority to design and engineer the Projects or any portion thereof;
- (b) unforeseeable regulatory issues, which are not caused by acts or omissions of the Authority, with any federal, state or local government agency having jurisdiction over the Projects or any part thereof, including, but not limited to, 404 permit, State Engineers approval and FEMA approval of CLOMR;
- (c) unforeseeable cause(s) beyond the control of the Authority including, but not limited to, acts of God, national emergencies, or other incidents beyond the control and not due to the fault of the Authority; and
- (d) unforeseeable issues in the acquisition of appropriate land, easements, and/or right-of-ways to allow the Authority to construct the Projects which are not caused by acts or omissions of the Authority.

### ARTICLE 4

#### CONTINGENCIES

The obligation of the Authority to finalize the design and construct the Projects shall be specifically contingent upon the occurrence of the following events:

- (a) Approval of the loan for construction of the Projects by the Colorado Water Conservation Board on terms and conditions acceptable to the Authority including the approval by all of the Members of the loan's terms and conditions.

## ARTICLE 5

### MISCELLANEOUS PROVISIONS

5.1. Binding Agreement. Both the TDA and the Authority intend that this Agreement shall be binding upon them.

5.2. Amendments. This Agreement may only be amended, changed, modified or altered in writing, signed by both parties hereto.

5.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

5.4. Jointly Drafted; Rules of Construction. The parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.


5.5. Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in the Master Plan.

*[The Remainder of Page Intentionally Left Blank. Signature Page Follows]*

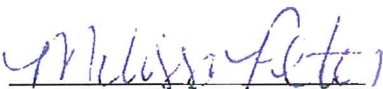


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

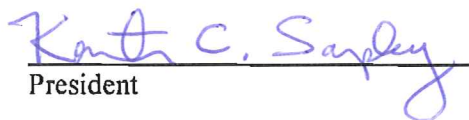
**THE TIMNATH DEVELOPMENT  
AUTHORITY**

By:   
Chairperson, Board of  
Commissioners

ATTEST:

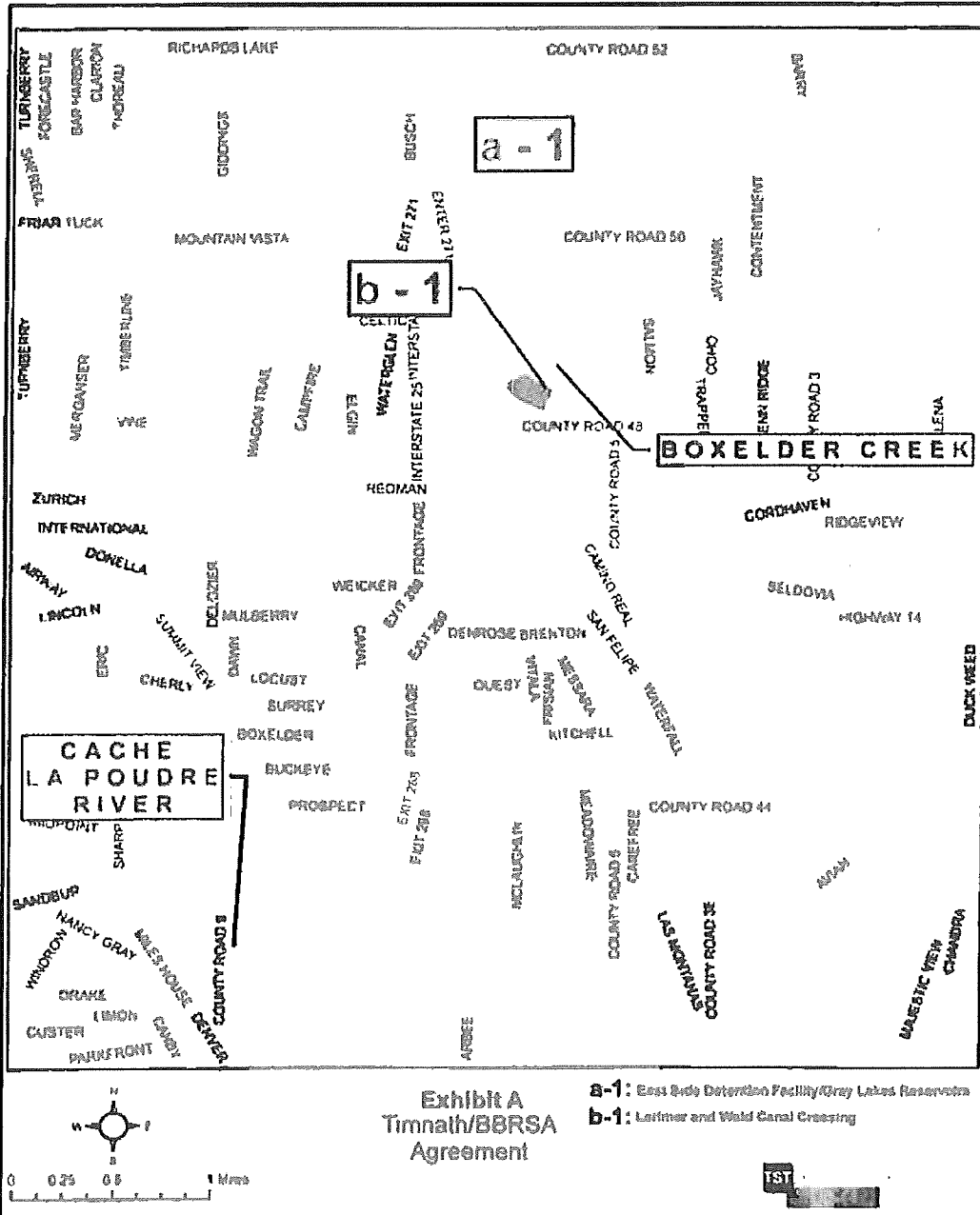
  
Clerk, Board of Commissioners

**THE BOXELDER BASIN REGIONAL  
STORMWATER AUTHORITY**

By:   
President

# EXHIBIT A

## Visual Depiction of Boxelder Creek Flood Mitigation Projects



## **EXHIBIT B**

### Targeted Schedule Dates for CWCB Loan Application and Construction of Projects

CWCB Loan Application and Feasibility Study - February 1, 2013

Loan Closing and Funding – May 2013

Begin Construction – October 2013

Substantial Completion & Loan Finalization – October 2014

End of Construction – December 2014

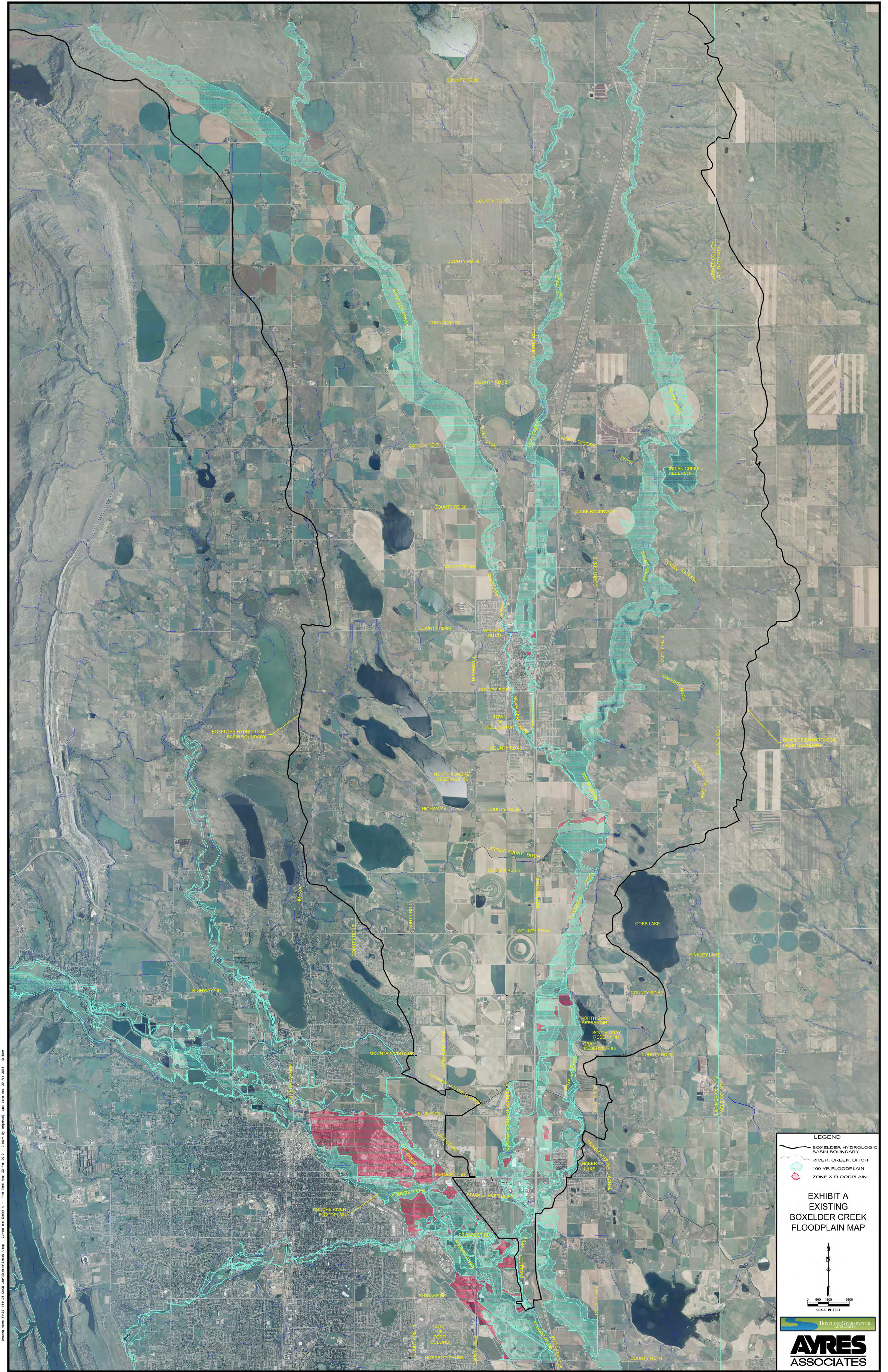
# EXHIBIT K

**Boxelder Basin Regional Stormwater Authority  
Schedule of Sources and Uses - Feasibility Study for LWCCS**

| CWCB #1 - ESDF |              |
|----------------|--------------|
| Project Costs  | \$ 8,761,000 |
| CWCB Loan      | \$ 7,171,000 |
| CWCB Share     | 82%          |

| CWCB #2 - LWCCS |              |
|-----------------|--------------|
| Project Costs   | \$ 1,139,000 |
| CWCB Loan       | \$ 1,010,000 |
| CWCB Share      | 89%          |

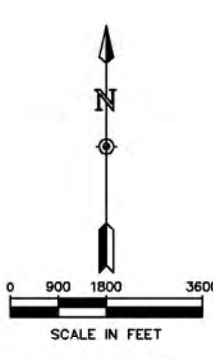
| Year   | Sources                |                         |                                   |                                    |                      | Uses                |                      |                             |                                 |                                       | Cumulative Fund Balance | Portion of Fund Balance                      |  |
|--------|------------------------|-------------------------|-----------------------------------|------------------------------------|----------------------|---------------------|----------------------|-----------------------------|---------------------------------|---------------------------------------|-------------------------|--|--|
|        | Stormwater Fees<br>(a) | TDA Contribution<br>(b) | CWCB #1 ESDF Loan Proceeds<br>(c) | CWCB #2 LWCCS Loan Proceeds<br>(d) | Total Sources        | Capital Expenses    |                      | Authority Operations<br>(h) | Debt Retirement                 |                                       | Total Uses              | Sources in Excess of Uses                    | Allocated to CWCB Reserve                          |
|        |                        |                         |                                   |                                    | sum (a) - (d)<br>(e) | ESDF Project<br>(f) | LWSSC Project<br>(g) |                             | Payments on CWCB #1 Loan<br>(i) | Payments on CWCB #2 LWCCS Loan<br>(j) | sum (f) - (j)<br>(k)    | Prior year balance plus (e) minus (k)<br>(l) | Prior year balance plus 10% of (i) plus (j)<br>(m) |
|        |                        |                         |                                   |                                    |                      |                     |                      |                             |                                 |                                       |                         |  |  |
| 2012   |                        |                         |                                   |                                    |                      |                     |                      |                             |                                 |                                       | \$ 594,326              |  |  |
| 2013   | \$ 739,570             | \$ 192,500              | \$ 2,420,000                      | \$ 230,000                         | \$ 3,582,070         | \$ 3,579,081        | \$ 340,919           | \$ 200,000                  | \$ -                            | \$ -                                  | \$ 4,120,000            | \$ 56,396                                    | \$ -   |
| 2014   | 739,570                | 180,006                 | 4,680,000                         | 770,000                            | 6,369,576            | 5,181,919           | 798,081              | 206,000                     | 169,676                         | 20,349                                | 6,376,025               | 49,947                                       | -  |
| 2015   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 186,430                     | 589,881                         | 83,082                                | 859,392                 | 98,366                                       | 67,296   |
| 2016   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 114,773                     | 589,881                         | 83,082                                | 787,735                 | 218,441                                      | 134,592  |
| 2017   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 118,216                     | 589,881                         | 83,082                                | 791,178                 | 335,073                                      | 201,889  |
| 2018   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 121,763                     | 589,881                         | 83,082                                | 794,725                 | 448,159                                      | 269,185  |
| 2019   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 125,415                     | 589,881                         | 83,082                                | 798,378                 | 557,592                                      | 336,481  |
| 2020   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 129,178                     | 589,881                         | 83,082                                | 802,140                 | 663,262                                      | 403,777  |
| 2021   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 133,053                     | 589,881                         | 83,082                                | 806,016                 | 765,057                                      | 471,074  |
| 2022   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 137,045                     | 589,881                         | 83,082                                | 810,007                 | 862,860                                      | 538,370  |
| 2023   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 141,156                     | 589,881                         | 83,082                                | 814,118                 | 956,553                                      | 605,666  |
| 2024   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 145,391                     | 589,881                         | 83,082                                | 818,353                 | 1,046,010                                    | 672,962  |
| 2025   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 149,753                     | 589,881                         | 83,082                                | 822,715                 | 1,131,106                                    | 672,962  |
| 2026   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 154,245                     | 589,881                         | 83,082                                | 827,207                 | 1,211,709                                    | 672,962  |
| 2027   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 158,873                     | 589,881                         | 83,082                                | 831,835                 | 1,287,684                                    | 672,962  |
| 2028   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 163,639                     | 589,881                         | 83,082                                | 836,601                 | 1,358,894                                    | 672,962  |
| 2029   | 739,570                | 168,241                 | -                                 | -                                  | 907,811              | -                   | -                    | 168,548                     | 589,881                         | 83,082                                | 841,510                 | 1,425,194                                    | -  |
| Totals | \$ 12,572,690          | \$ 2,896,115            | \$ 7,100,000                      | \$ 1,000,000                       | \$ 23,568,805        | \$ 8,761,000        | \$ 1,139,000         | \$ 2,553,477                | \$ 9,017,884                    | \$ 1,266,575                          | \$ 22,737,936           | \$ 12,472,303                                |  |

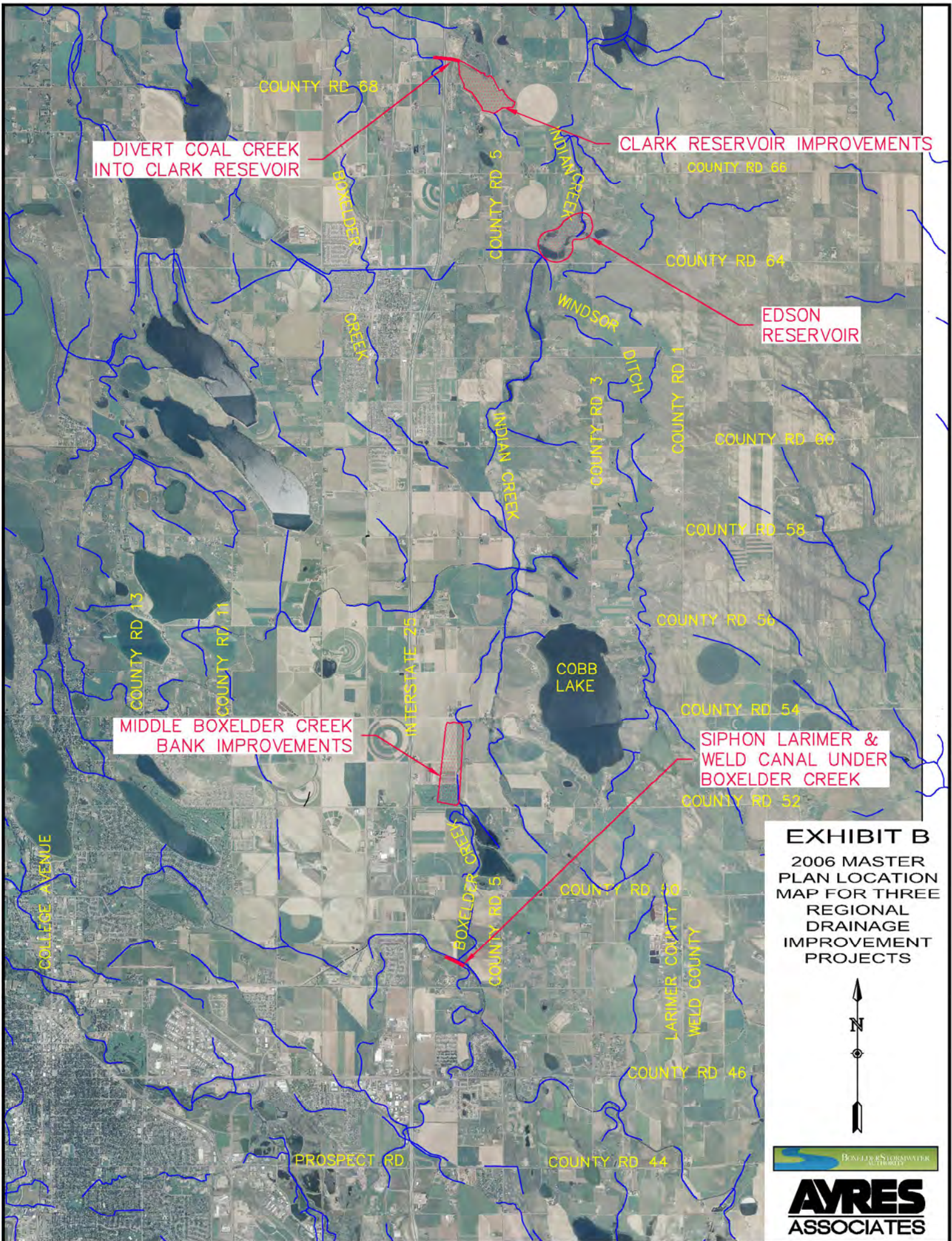


**LEGEND**

- BOXELDER HYDROLOGIC BASIN BOUNDARY
- RIVER, CREEK, DITCH
- 100 YR FLOODPLAIN
- ZONE X FLOODPLAIN

**EXHIBIT A  
EXISTING  
BOXELDER CREEK  
FLOODPLAIN MAP**





**DIVERT COAL CREEK INTO CLARK RESEVOIR**

**CLARK RESERVOIR IMPROVEMENTS**

**EDSON RESERVOIR**

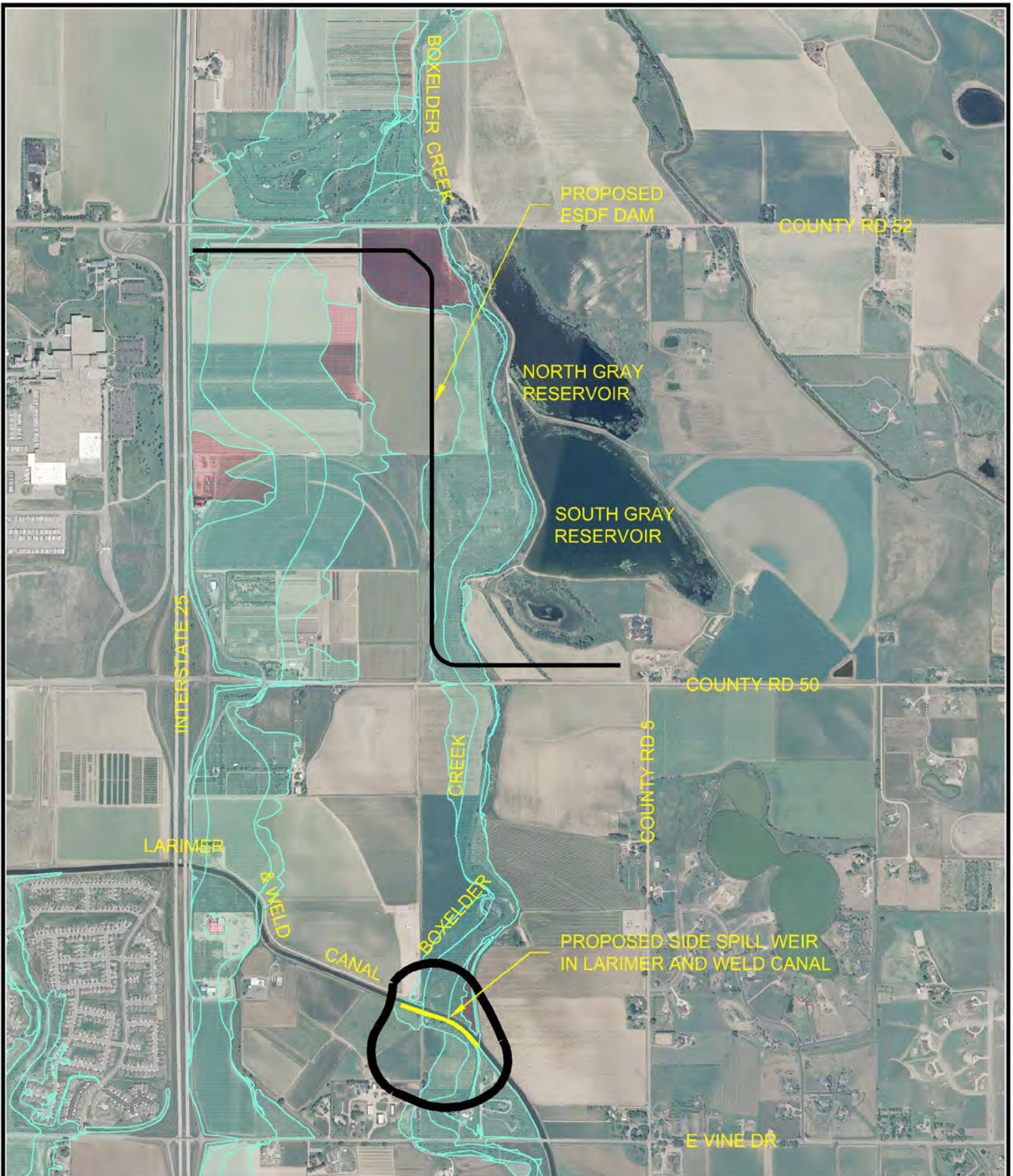
**MIDDLE BOXELDER CREEK BANK IMPROVEMENTS**

**SIPHON LARIMER & WELD CANAL UNDER BOXELDER CREEK**

**EXHIBIT B**  
 2006 MASTER PLAN LOCATION MAP FOR THREE REGIONAL DRAINAGE IMPROVEMENT PROJECTS



**AYRES ASSOCIATES**



**LEGEND**

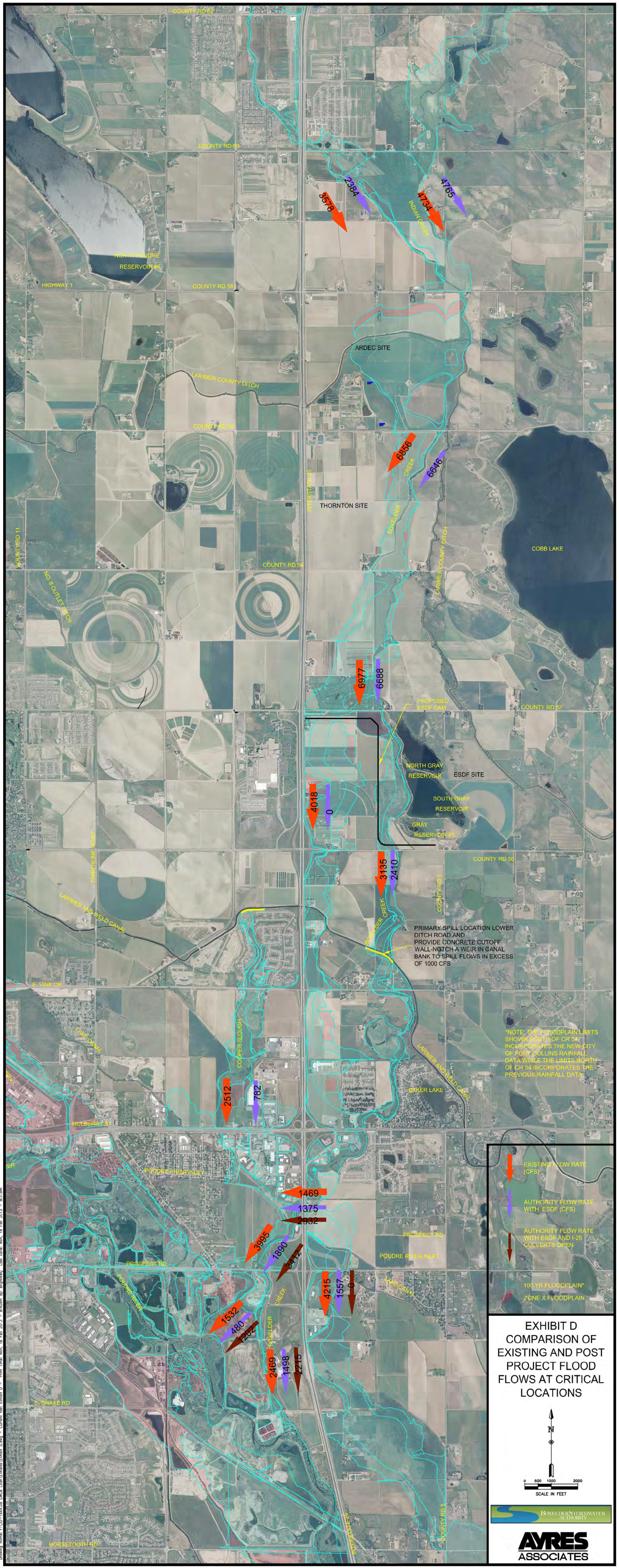
- BOXELDER CREEK EXISTING FLOODPLAIN
- ZONE X FLOODPLAIN

0 375 750 1500  
SCALE IN FEET



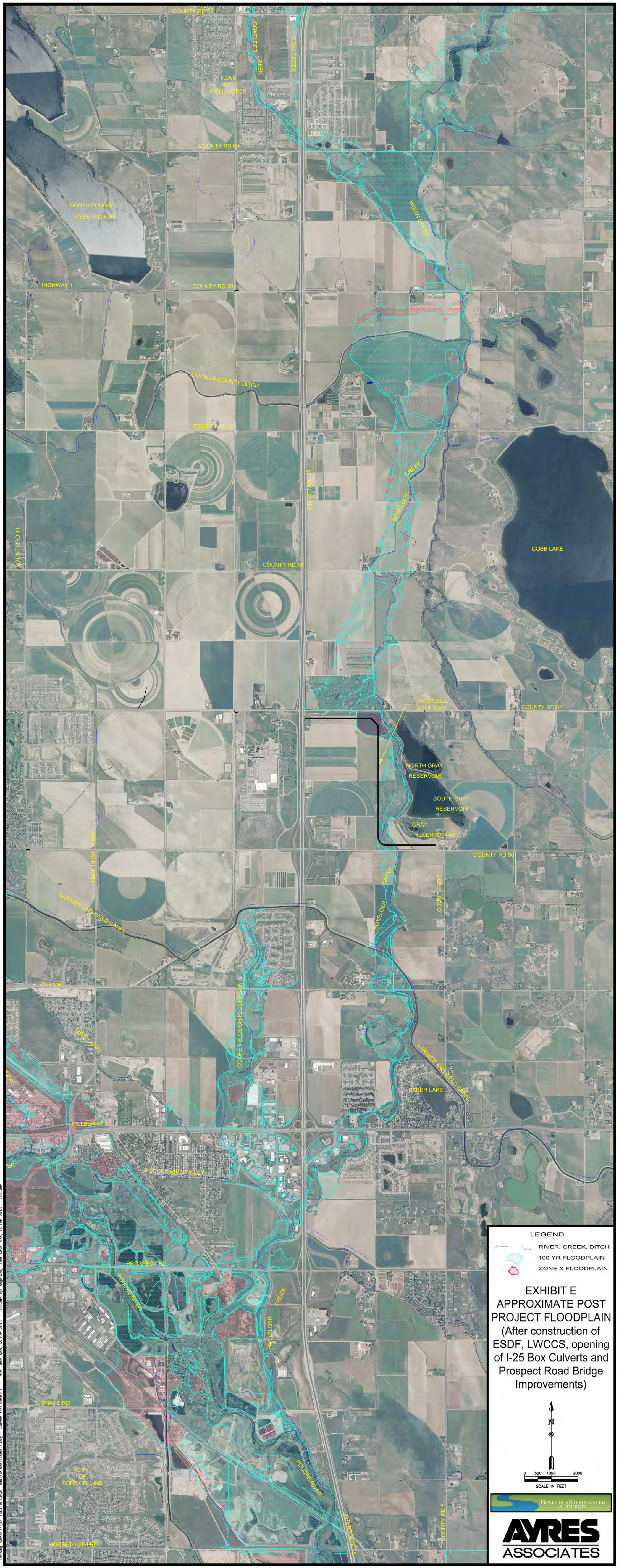
**EXHIBIT C - LOCATION MAP**  
FOR  
**EAST SIDE DETENTION FACILITY (ESDF) &  
LARIMER AND WELD CANAL CROSSING  
STRUCTURE (LWCCS)**





Drawing Name: 6132-1664-08 CHSE Loop (Cobb) (Cobb) - Project Title: Map, 10/16/2013 - 8:00am (8/16/2013) Last Save: Map, 10/16/2013 - 8:37am  
 Project: 6132-1664-08 CHSE Loop (Cobb) (Cobb) - Project Title: Map, 10/16/2013 - 8:00am (8/16/2013) Last Save: Map, 10/16/2013 - 8:37am





Drawing Name: A132-1864-08-002 - Local/County/State E-Map - Post-Construction Floodplain - 100-Year Floodplain - 10/23/2013 - 10/23/2013  
 Date: 10/23/2013  
 Project: I-25 Corridor  
 Scale: 1" = 1000'  
 Author: [unreadable]  
 Date: 10/23/2013

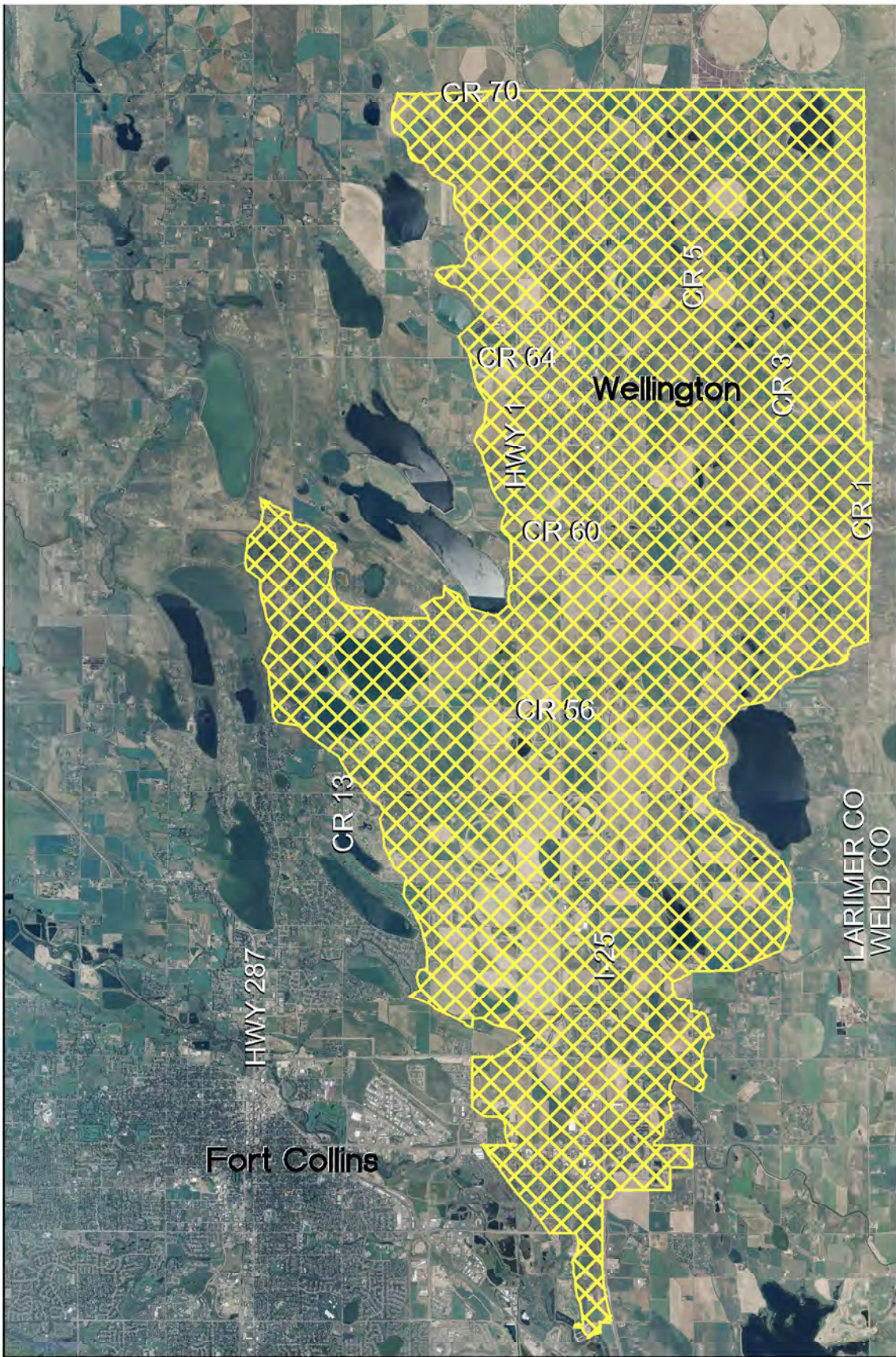
**LEGEND**


- RIVER, CREEK, DITCH
- 100 YR FLOODPLAIN
- ZONE X FLOODPLAIN

**EXHIBIT E**  
**APPROXIMATE POST PROJECT FLOODPLAIN**  
 (After construction of ESDF, LWCCS, opening of I-25 Box Culverts and Prospect Road Bridge Improvements)

0 500 1000 2000  
 SCALE IN FEET

**AVRES ASSOCIATES**



 BOXELDER SERVICE AREA BOUNDARY

Map Date: 11/2/2010  
Imagery Date: 2009

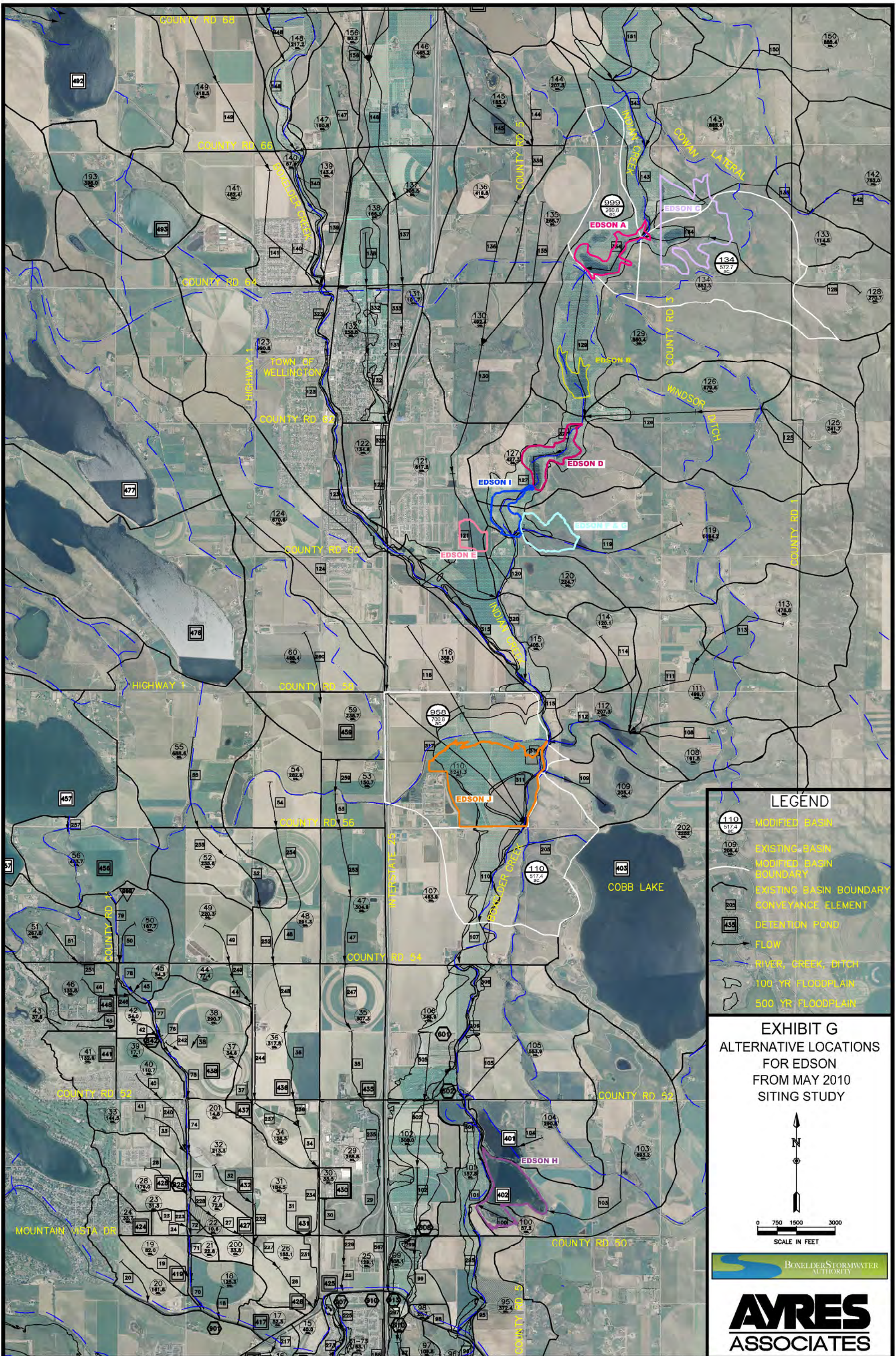


0 0.5 1 2 Miles



**AYRES**  
ASSOCIATES

**EXHIBIT F**  
**CURRENT SERVICE AREA BOUNDARY**



**LEGEND**

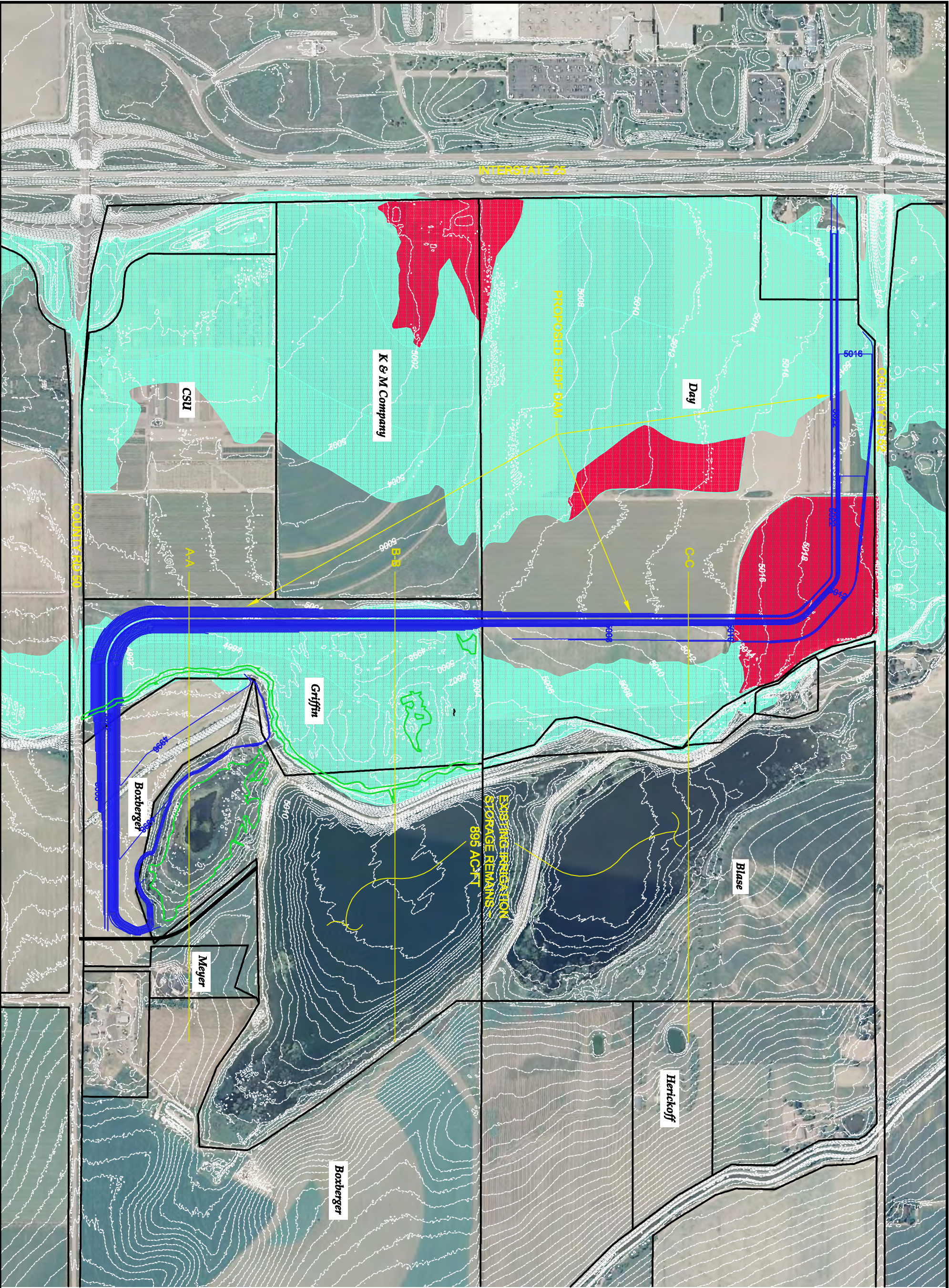
- MODIFIED BASIN
- EXISTING BASIN
- MODIFIED BASIN BOUNDARY
- EXISTING BASIN BOUNDARY
- CONVEYANCE ELEMENT
- DETENTION POND
- FLOW
- RIVER, CREEK, DITCH
- 100 YR FLOODPLAIN
- 500 YR FLOODPLAIN

**EXHIBIT G**  
**ALTERNATIVE LOCATIONS**  
**FOR EDSON**  
**FROM MAY 2010**  
**SITING STUDY**



0 750 1500 3000  
 SCALE IN FEET





SPILLWAY ELEVATION = 5017.2

TOP BERM = 5022.2  
(WITH 5' FREEBOARD)

VOLUME @ SPILLWAY = 1763 AC-FT

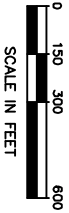
H = 34.2' (WITH 5' FREEBOARD)

Q RELEASE = 2443 cfs

CUT = 360,230 CY  
FILL = 360,200 CY  
NET = 30 CY CUT

0.20 ACRES WETLAND IMPACT

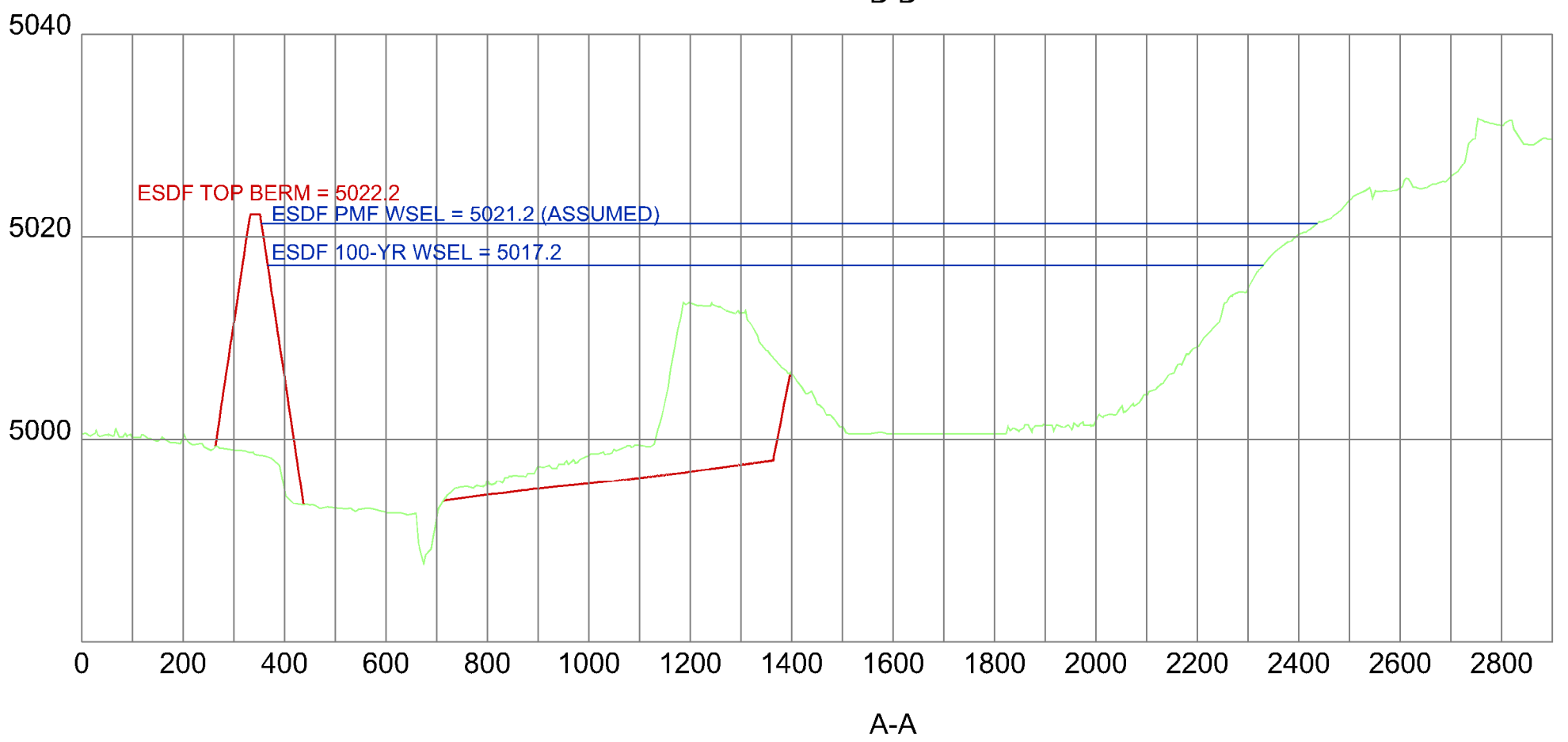
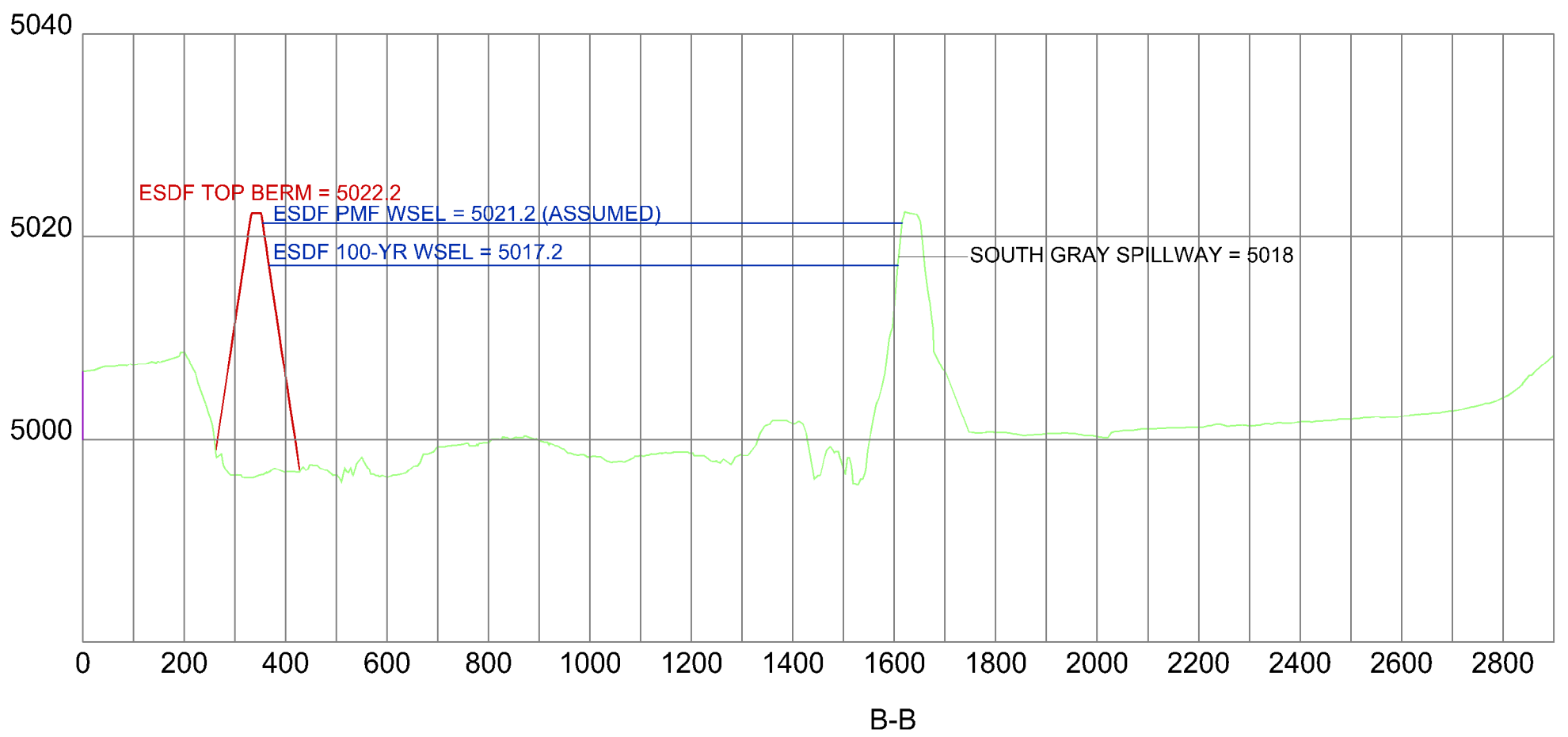
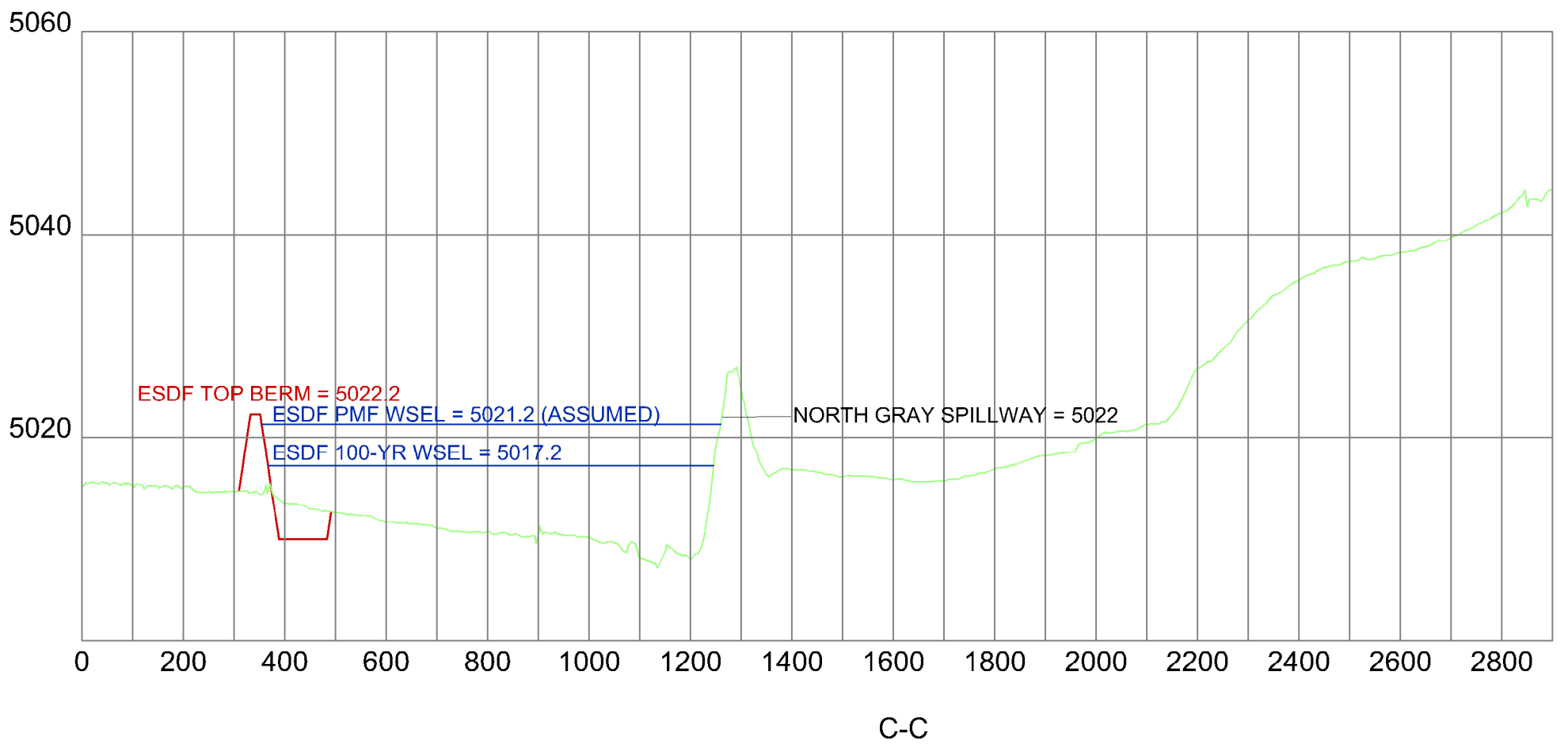
\* Property lines have been hand drawn from Larimer County GIS data



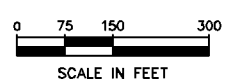
**EXHIBIT H  
PROPOSED  
EAST SIDE  
DETENTION  
FACILITY (ESDF)  
GRADING PLAN**



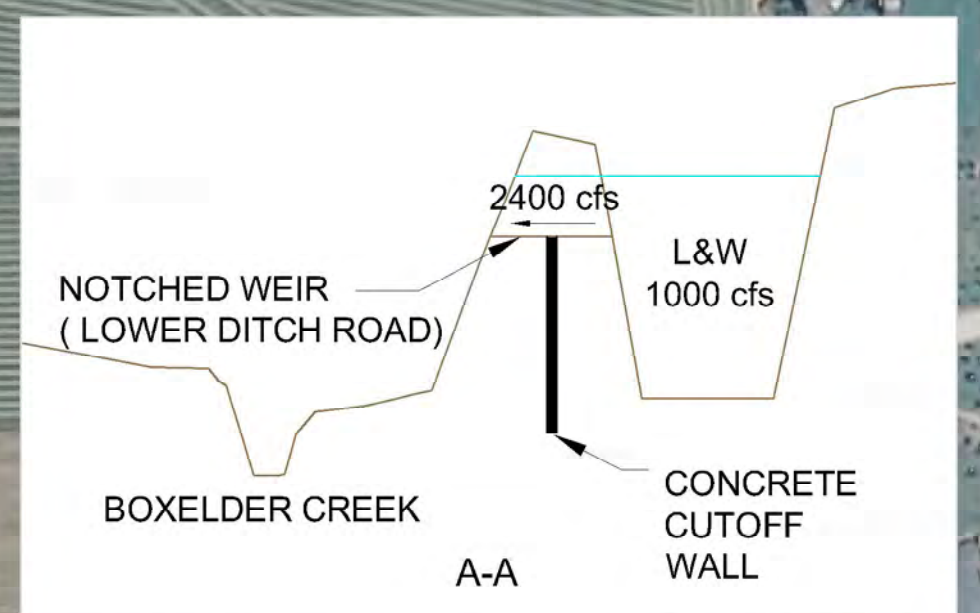
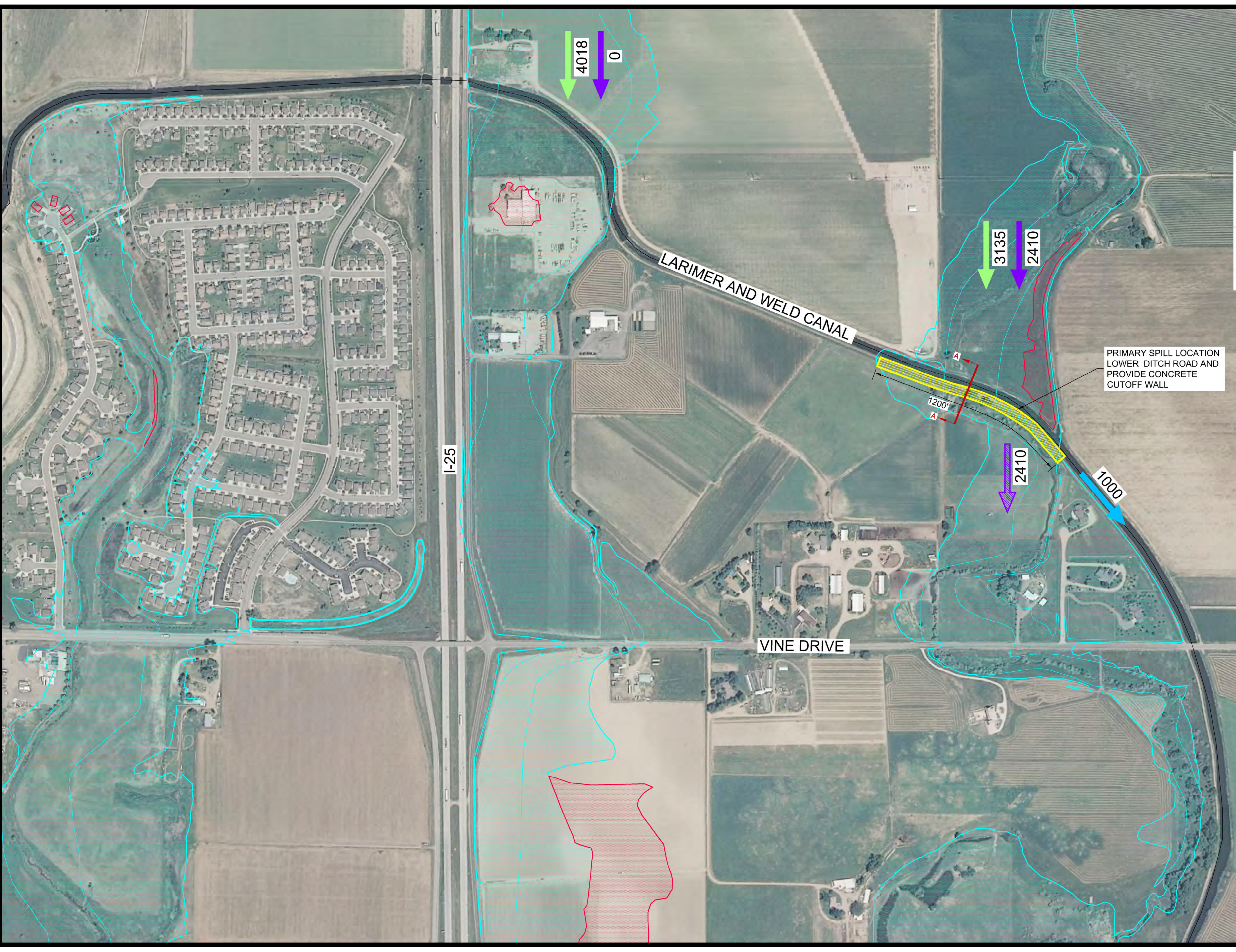
**AYRES  
ASSOCIATES**



# EXHIBIT I CROSS SECTIONS THROUGH ESDF DAM

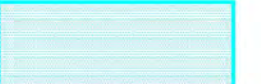
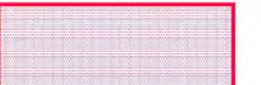



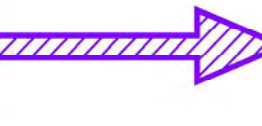


Drawing Name: F:\32-1664.08 CHCB Leon\Exhibits\Exhibit J.dwg - Current Lab. layout. 1 - Print Time: Fri, 15 Feb 2013 - 10:20am By: brightwellj Last Save: Fri, 15 Feb 2013 - 10:19am



PRIMARY SPILL LOCATION  
LOWER DITCH ROAD AND  
PROVIDE CONCRETE  
CUTOFF WALL

### EXHIBIT J SELECTED ALTERNATIVE FOR LARIMER AND WELD CANAL CROSSING STRUCTURE

-  FLOODPLAIN
-  ZONE X
-  EXISTING 100-YR FLOW RATE (cfs)
-  PROPOSED 100-YR FLOW RATE (cfs) WITH ESDF LOCATED AT GRAY LAKES
-  NORMAL DITCH FLOWS (cfs)
-  SPILL GOAL (cfs)

