



Last Updated: May 2021

Colorado Water Conservation Board

Water Plan Grant Application

Instructions

To receive funding for a Water Plan Grant, applicant must demonstrate how the project, activity, or process (collectively referred to as “project”) funded by the CWCB will help meet the measurable objectives and critical actions in the Water Plan. Grant guidelines are available on the CWCB website.

If you have questions, please contact CWCB at (303) 866-3441 or email the following staff to assist you with applications in the following areas:

Water Storage & Supply Projects	Matthew.Stearns@state.co.us
Conservation, Land Use Planning	Kevin.Reidy@state.co.us
Engagement & Innovation Activities	Ben.Wade@state.co.us
Agricultural Projects	Alexander.Funk@state.co.us
Water Sharing & ATM Projects	Alexander.Funk@state.co.us
Environmental & Recreation Projects	Chris.Sturm@state.co.us

FINAL SUBMISSION: Submit all application materials in one email to

waterplan.grants@state.co.us

in the original file formats [Application (word); Statement of Work (word); Budget/Schedule (excel)]. Please do not combine documents. In the subject line, please include the funding category and name of the project.

Water Project Summary

Name of Applicant	Brighton Ditch Company	
Name of Water Project	South Platte River Bank Stabilization Project	
CWP Grant Request Amount		\$372,133
Other Funding Sources		\$
Other Funding Sources		\$
Other Funding Sources		\$
Applicant Funding Contribution		\$372,133
Total Project Cost		\$744,226



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Applicant & Grantee Information	
Name of Grantee(s)	Brighton Ditch Company
Mailing Address	P.O. Box 185, Fort Lupton, CO 80621
FEIN	
Organization Contact	Tricia Williams
Position/Title	Water Resources Engineer, South Adams County Water and Sanitation
Email	TWilliams@sacwsd.org
Phone	303-588-4814
Grant Management Contact	Chris Lidstone
Position/Title	Principal – Stantec Consulting Services, Inc.
Email	Christopher.lidstone@stantec.com
Phone	970-420-5257
Name of Applicant (if different than grantee)	George Stieber, Jr.
Mailing Address	Brighton Ditch Company 11573 County Road 6 Ft. Lupton CO 80621
Position/Title	President
Email	
Phone	
Description of Grantee/Applicant	
Provide a brief description of the grantee's organization (100 words or less).	
The non-profit Brighton Ditch Company (BDC) is one of the oldest ditch companies in Colorado. It is responsible to deliver up to 18,675 ac-ft of water to its members and shareholders. The Brighton Ditch Diversion Dam (BDD), constructed in 1863, spans the South Platte River above State Highway 7 in Adams County, downstream of a municipal augmentation water intake for the Town of Brighton's Ken Mitchell Park Storage Cell #3. The City of Brighton, a home rule municipal corporation is working cooperatively with the BDC to design and construct the South Platte River Bank Stabilization and High Flow Channel Project.	

Type of Eligible Entity (check one)	
	Public (Government): Municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are encouraged to work with local entities. Federal agencies are eligible, but only if they can make a compelling case for why a local partner cannot be the grant recipient.
✓	Public (Districts): Authorities, Title 32/special districts (conservancy, conservation, and irrigation districts), and water activity enterprises.
	Private Incorporated: Mutual ditch companies, homeowners associations, corporations.
	Private Individuals, Partnerships, and Sole Proprietors: Private parties may be eligible for funding.
	Non-governmental organizations (NGO): Organization that is not part of the government and is non-profit in nature.
	Covered Entity: As defined in Section 37-60-126 Colorado Revised Statutes .



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Type of Water Project (check all that apply)	
	Study
✓	Construction
	Other

Category of Water Project (check the primary category that applies and include relevant tasks)	
	Water Storage & Supply - Projects that facilitate the development of additional storage, artificial aquifer recharge, and dredging existing reservoirs to restore the reservoirs' full decreed capacity, multi-beneficial projects, water sharing agreements, Alternative Transfer Methods, and those projects identified in basin implementation plans to address the water supply and demand gap. <i>Applicable Exhibit A Task(s):</i> Note: For Water Sharing Agreements or ATM Projects - please include the supplemental application available on the CWCB's website.
	Conservation and Land Use Planning - Activities and projects that implement long-term strategies for conservation, land use, water efficiency, and drought planning. <i>Applicable Exhibit A Task(s):</i>
	Engagement & Innovation - Activities and projects that support water education, outreach, and innovation efforts. <i>Applicable Exhibit A Task(s):</i>
✓	Agricultural - Projects that provide technical assistance and improve agricultural efficiency. <i>Applicable Exhibit A Task(s): Task 1 – Construction and Task 2 – Construction Administration</i>
	Environmental & Recreation - Projects that promote watershed health, environmental health, and recreation. <i>Applicable Exhibit A Task(s):</i>
	Other
	Explain:

Location of Water Project	
Please provide the general county and coordinates of the proposed project below in decimal degrees . The Applicant shall also provide, in Exhibit C, a site map if applicable.	
County/Countries	Adams County
Latitude	39.973978°
Longitude	-104.850890°



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Water Project Overview

Please provide a summary of the proposed water project (200 words or less). Include a description of the project and what the CWP Grant funding will be used for specifically (e.g., studies, permitting process, construction). Provide a description of the water supply source to be utilized or the water body affected by the project, where applicable. Include details such as acres under irrigation, types of crops irrigated, number of residential and commercial taps, length of ditch improvements, length of pipe installed, and area of habitat improvements, where applicable. If this project addresses multiple purposes or spans multiple basins, please explain.

The Applicant shall also provide, in Exhibit A, a detailed Statement of Work, Budget, Other Funding Sources/Amounts and Schedule.

The Brighton Ditch Company (BDC) and the City of Brighton (Brighton) jointly seek CWP Grant funds to construct the South Platte River Bank Stabilization Project (Project) adjacent to the Brighton Ditch Diversion Dam (BDD). The BDD diverts 18,675 acre-ft of water for agricultural and industrial uses, supplies water to over 2200 acres of farmland and provides a backwater condition that supplies water to a Brighton water intake structure. This intake structure provides 3500 acre-ft of municipal augmentation water to Ken Mitchell Park Storage Cell #1.

South Platte River flooding in June 2015 overtopped the banks and created a new channel which bypassed the BDD and adversely impacted the Brighton intake structure. BDC constructed an emergency coffer dam to block the bypass channel and Brighton rebuilt the intake structure along the east bank. The City of Aurora owns an adjacent 60 inch water transmission line, which was endangered by the change in channel course. Aurora installed sheet pile and riprap to protect their pipeline.

The Project design (attached) is to extend sheet pile protection across the bypass channel to the BDD, replace the riprap coffer dam with an overflow weir to safely pass flood flows, and place stream barbs along the upstream bank to prevent further erosion and enhance riparian habitat. The stream barb design will consider local hydraulics and will minimize sedimentation at the Brighton Water Intake. The Project will construct the final design that will use private and WSRF Basin Account funds, if approved.

Measurable Results

To catalog measurable results achieved with the CWP Grant funds, please provide any of the following values as applicable:

	New Storage Created (acre-feet)
	New Annual Water Supplies Developed or Conserved (acre-feet), Consumptive or Nonconsumptive
6,200	Existing Storage Preserved or Enhanced (acre-feet)
700	Length of Stream Restored or Protected (linear feet)
	Efficiency Savings (indicate acre-feet/year OR dollars/year)
2.85	Area of Restored or Preserved Habitat (acres)
	Quantity of Water Shared through Alternative Transfer Mechanisms or water sharing agreement
	Number of Coloradans Impacted by Incorporating Water-Saving Actions into Land Use Planning



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	Number of Coloradans Impacted by Engagement Activity	
18,675	Other	Explain: Brighton Ditch water rights preserved (acre-feet)

Water Project Justification

Provide a description of how this water project supports the goals of [Colorado's Water Plan](#), the [Analysis and Technical Update to the Water Plan](#), and the applicable Roundtable [Basin Implementation Plan](#) and [Education Action Plan](#). The Applicant is required to reference specific needs, goals, themes, or Identified Projects and Processes (IPPs), including citations (e.g. document, chapters, sections, or page numbers).

The proposed water project shall be evaluated based upon how well the proposal conforms to Colorado's Water Plan Framework for State of Colorado Support for a Water Project (CWP, Section 9.4, pp. 9-43 to 9-44;)

The Project will provide direct benefits to the Metro and South Platte River Basins by protecting a cornerstone water supply component of the South Platte River: the Brighton Ditch Diversion Dam (BDD). The South Platte River Bank Stabilization Project is a collaborative effort between the multiple agricultural and industrial members of the Brighton Ditch Company and the City of Brighton to ensure the continued function of the BDD. The project will not only provide bank protection but will allow controlled flood relief and will consider geomorphology and sediment transport processes. The Brighton Ditch Company and the City of Brighton have formalized their commitment to the project with a cost sharing agreement that has already supported a technical feasibility and cost analysis of multiple alternatives.

The Project will directly address South Platte Basin Implementation Plan (BIP) Element #3 to "Maximize use and effectiveness of native South Platte supplies".

A key component of meeting the supply gap is maintaining a river channel capable of delivering Colorado water to Colorado agricultural, industrial, and municipal users. The BDD project is consistent with the vision of the BIP to promote a sustainable agricultural economy in the populous heart of Colorado. The BDD provides over 18,675 acre-ft annually to beneficial use on 2200 acres of farmland in two counties. The BDD also provides a backwater condition and allows water supply from the Brighton water intake to fill an existing 3500 acre-ft (Cell #1) and a proposed additional 2700 acre-ft reservoir (Cell #3) with augmentation water at Ken Mitchell Park.

The Project design will ensure that the next South Platte River flood event doesn't bypass the BDD and create a new channel. It should be noted that the bypass and intake destruction, which occurred in 2015 resulted from a 10-YR recurrence interval flood. The proposed Project will stabilize the emergency fix and allow for extreme flood passage in a controlled fashion across a revetted weir. This design will serve as a "pressure release" of extreme events by controlling where and when the bypass channel receives flow. The Project will further protect the critical right bank of the South Platte River upstream of the BDD with three stream barbs, which prevent erosion and allow local sediment storage. These stream barbs will provide additional protection for storage and recreation reservoirs, which comprise Brighton's Ken Mitchell Park. The project design will also address ongoing sediment problems at the Brighton water intake structure and by so doing reduce O&M costs, environmental issues with sediment removal, downstream degradation and will improve intake delivery capacity.

Relevant BIP Sections:

- S.5.3 Maximize use and effectiveness of native South Platte supplies (p. S-13)
- S.5.7 Promote Multi-Purpose Storage Projects that Enhance other South Platte Basin Solutions (p. S-15)
- S.5.8 Manage the risk of increased demands and reduced supplies due to climate change (p. S-15)



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- 1.9.1 Agriculture (p. 1-26)
- 1.9.4 South Platte Storage and Other Infrastructure (p. 1.27)
- 1.9.8 Statewide Long-term Goals (p. 1-29)
- 4.4 Agricultural Projects and Methods (p. 4-36)
- 5.5.3 Maximize Use and Effectiveness of Native South Platte Supplies (p. 5-25)
- 5.5.7 Manage the Risk of Increased Demands and Reduced Supplies (p. 5-28)
- 5.5.8 Promote Multi-Purpose Storage Projects that Enhance other South Platte Basin Solutions (p. 5-29)

The Project directly addresses SPBIP Element #5 to “Protect and enhance environmental and recreation attributes through collaboration with other water use sectors”.

The Project will enhance the South Platte River banks along Ken Mitchell Park and will allow local sediment storage, improve channel geometry above the BDD and local sediment transport, promote native vegetation along the bank and replace riparian habitat lost to rock armoring. This will further protect Ken Mitchell Park and Open Space from catastrophic flood damage and loss of swimming, boating, and fishing lakes, wetland habitat, and park amenities like playing fields and trails. The design of the overflow weir will allow excess channel capacity for the more extreme flood events. The design of stream barbs will improve local hydraulics which will move sediment more efficiently through the backwater reach created by the BDD. The overflow channel which was created by the 2015 flood bypass event will remain in place and will continue to develop local habitat as well as creation of wetlands. Periodically it will receive water from the designed flood relief weir.

Relevant BIP Sections:

- 5.5.5 Protect and enhance environmental and recreation attributes (p. S-14)
- 1.9.7 Environment and Recreational (p. 1-28)
- 4.5 Environmental and Recreational Projects and Methods (p. 4-38), specifically:
 - o 4.5.2.2 Channel Restoration (p. 4-41)
 - o 4.5.2.5 Cooperative and Multi-Purpose Projects (p. 4-42)
- 4.6.3 Environmental and Recreational Impacts and Benefits from Multi-Purpose Projects (p. 4-85)
- 5.5.5 Protect and Enhance Environmental and Recreation Attributes (p. 5-26)

Related Studies

Please provide a list of any related studies, including if the water project is complementary to or assists in the implementation of other CWCB programs.



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The South Platte River's conformation through the metro area and downstream is constrained by development activities on its floodplain, as well as local areas of concrete grade control and traditional bank armor revetment. Historically levees were constructed to protect agricultural and land development activities. This development activity has narrowed the floodplain, reduced the opportunity for flood relief and has increased stream bank erosion-resulting in a period of metastable disequilibrium. Several of the CWCB projects are intended to demonstrate innovation and sustainability and are designed to avoid adverse effects to environmental and recreational interests.

In the last 30 years as development has grown, sand and gravel removal has occurred. State mine regulatory requirements (CDRMS) and Urban Drainage (MHFD) guidance have more recently required inlet spillways, which allow the river to reconnect to its floodplain and by so doing provide flood relief. Several of the Ken Mitchell Park augmentation ponds and reservoirs have been connected to the South Platte River via overflow spillways. This project is compatible with much of the efforts to allow flood relief with minimal impact to adjacent area resources. The emergency project completed after the 2015 flood was critical to ensure the restoration of the BDD's ability to provide water to its users and allow augmentation water to continue to be collected in the Ken Mitchell Reservoirs. With that said, the proposed project and grant request provides a long term and geomorphically stable fix to the issue of flood relief and bank protection. It will improve and modernize aging infrastructure by allowing a controlled bypass channel around the historic BDD. Its innovative characteristics can be summarized that rather than using traditional armor, sheet piles and dikes, it utilizes stream barbs and a revetted weir. This innovative and geomorphically sound approach will allow local sediment storage, improve channel geometry, and address long term flood relief. It allows the 150 year old BDD to continue to provide agricultural water to its users and allows the City of Brighton to operate their water intakes in an efficient and sound fashion. Finally, it will protect Ken Mitchell Park and Open Space from catastrophic flood damage and loss of swimming, boating, and fishing lakes, wetland habitat, and park amenities like playing fields and trails.

Previous CWCB Grants, Loans or Other Funding

List all previous or current CWCB grants (including WSRF) awarded to both the Applicant and Grantee. Include: 1) Applicant name; 2) Water activity name; 3) Approving RT(s); 4) CWCB board meeting date; 5) Contract number or purchase order; 6) Percentage of other CWCB funding for your overall project.

N/A

Taxpayer Bill of Rights

The Taxpayer Bill of Rights (TABOR) may limit the amount of grant money an entity can receive. Please describe any relevant TABOR issues that may affect your application.



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N/A

Submittal Checklist	
✓	I acknowledge the Grantee will be able to contract with CWCB using the Standard Contract .
✓	Statement of Work ⁽¹⁾ (Exhibit A)
✓	Budget & Schedule ⁽¹⁾ (Exhibit C)
✓	Engineer's statement of probable cost (projects over \$100,000) (Exhibit C – Example C)
✓	Letters of Matching and/or Pending 3 rd Party Commitments ⁽¹⁾ (Attachment 1)
✓	Map (if applicable) ⁽¹⁾ (Figure 1 and 2)
✓	Photos/Drawings/Reports (Figure 1 and 2)
✓	Letters of Support (Optional) (submitted independently by Basin Roundtables)
	Certificate of Insurance (General, Auto, & Workers' Comp.) ⁽²⁾
	Certificate of Good Standing with Colorado Secretary of State ⁽²⁾
	W-9 ⁽²⁾
	Independent Contractor Form ⁽²⁾ (If applicant is individual, not company/organization)
Water Sharing Agreements and Alternative Transfer Methods ONLY	
	Water Sharing Agreements and Alternative Transfer Methods Supplemental Application ⁽¹⁾

(1) Required with application.

(2) Required for contracting. While optional at the time of this application, submission can expedite contracting upon CWCB Board approval.



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Colorado Water Conservation Board

Water Plan Grant - Exhibit A

Statement Of Work

Date:	October 22, 2021
Name of Grantee:	Brighton Ditch Company
Name of Water Project:	South Platte River Bank Stabilization Project
Funding Source:	Combined self-funding from Brighton Ditch Company and City of Brighton and CWP Grant funds.

Water Project Overview:

The Brighton Ditch Company (BDC) and the City of Brighton (Brighton) jointly seek CWP Grant funds to construct the South Platte River Bank Stabilization Project (Project) adjacent to the Brighton Ditch Diversion Dam (BDD). The BDD diverts 18,675 acre-ft of water for agricultural and industrial uses, supplies water to over 2200 acres of farmland and provides a backwater condition that supplies water to a Brighton water intake structure. This intake structure provides 3500 acre-ft of municipal augmentation water to Ken Mitchell Park Storage Cell #1.

South Platte River flooding in June 2015 overtopped the banks and created a new channel which bypassed the BDD and adversely impacted the Brighton intake structure. BDC constructed an emergency coffer dam to block the bypass channel and Brighton rebuilt the intake structure along the east bank. The City of Aurora owns an adjacent 60 inch water transmission line, which was endangered by the change in channel course. Aurora installed sheet pile and riprap to protect their pipeline.

The Project design (attached) is to extend sheet pile protection across the bypass channel to the BDD, replace the riprap coffer dam with an overflow weir to safely pass flood flows, and place stream barbs along the upstream bank to prevent further erosion and enhance riparian habitat. The stream barb design will consider local hydraulics and will minimize sedimentation at the Brighton Water Intake. The Project will construct the final design funded by private and WSRF Basin Account funds, if approved.

Project Objectives:



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The South Platte River Bank Stabilization Project (Project) will construct the final design. The following objectives reflect the collaborative nature of the Project:

- 1. Protect the historic Brighton Diversion Dam (BDD). Constructed in 1863, an extreme flood event in 2015 created a bypass channel that avulsed the main South Platte River around the BDD and effectively impacted delivery of water to the users and shareholders of the Brighton Ditch Company. This same event resulted in failure of the City of Brighton's Ken Mitchell Park intake structure. The emergency coffer dam was intended as a "short term fix" and remains temporarily protected with riprap over floodplain gravels. Should this coffer dam unravel, its failure will undermine the foundation of the BDD.**
- 2. Protect the South Platte River east bank. The 2015 flood eroded the existing banks of the river. To prevent loss of City of Aurora municipal water transmission lines and City of Brighton water storage reservoirs at Ken Mitchell Park, sheet piling was installed and riprap was dumped in place and approximately 500 feet of riparian habitat was lost. The proposed project will include stream barbs and will allow revegetation and reestablishment of a riparian corridor. The construction of an overflow weir will allow "pressure release" during extreme floods, which may be occurring on a more regular basis.**
- 3. Divert sediment away from the City of Brighton intake structure. The emergency coffer dam and siting of the intake structure resulted in increased sedimentation within the wet well which delivers water to the intake structure. Placing stream barbs upstream of the intake and along the right bank of the river will improve the local channel geometry and improve sediment conveyance through the reach.**

Tasks
Task 1 – Construction
Description of Task: The Project preliminary design (attached) is to extend sheet pile protection across the bypass channel to the BDD, replace the riprap coffer dam with an overflow weir to safely pass flood flows, and place stream barbs along the upstream bank to prevent further erosion and enhance riparian habitat. The stream barb design will consider local hydraulics and will minimize sedimentation at the Brighton Water Intake. Stream barbs will not only protect the bank, realign sediment migration, and locally store sediment, but they will also provide local habitat for fish and aquatic insects.
Method/Procedure:



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The chosen contractor will construct the Project final design as follows:

- Excavate portions of the existing coffer dam that serves as the temporary right bank protection of the BDD.
- Install approximately 4,500 sf of metal sheet piling between existing sheet pile along the right bank and the existing concrete wing wall of the BDD on the left bank. Anticipated depth of the sheet pile (refusal) is estimated at an approximate elevation of 4949 ft.
- Install an overflow weir and spillway above the sheet pile protection to allow the controlled passage of flood flows to the downstream receiving bypass channel. Weir elevation ensures Brighton Ditch water rights are protected.
- Install approximately three stream barbs along the right bank at 165 ft. spacing using imported 24 in. (D50) riprap. In-channel work be completed during low flow conditions.

Final design may result in changes to the preliminary design presented as attached.

Deliverable:

1. Stabilized right bank of the Brighton Ditch Diversion Dam (BDD)
 - a. Connection of existing right bank sheet-pile to the existing wing wall of the BDD
 - b. Overflow weir allowing the safe passage of flood flows to the bypass channel downstream of the BDD
2. Stabilized right bank of the South Platte River upstream of the BDD
 - a. Stream barbs placed along the right bank to re-center sediment transport in the main channel, where the BDD can effectively convey downstream away from the City of Brighton intake structure
 - b. Two upstream stream barbs that provide areas along the bank for sediment storage, allowing for a shallow-water habitat for local aquatics, macro invertebrates and riparian vegetation
 - c. One shortened stream barb, immediately upstream of the City of Brighton intake will create an area of increased stream velocity in a location that currently collects sediment, ensuring the passage of problematical sediment past the intake.

Tasks

Task 2 – Construction Administration

Description of Task:

The Brighton Ditch Company and City of Brighton will work with Stantec Consulting, Inc. (Stantec) to oversee the construction of the final design. Stantec has been involved in the project since 2018, when both parties sought a permanent solution to the temporary coffer dam that protects both the BDD and the Ken Mitchell Intake. Stantec has already completed an alternatives analysis for both parties and will complete hydraulic modeling, geotechnical, sediment transport and geomorphic studies and complete final design plans and specifications.



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Method/Procedure:

Stantec will provide daily oversight of the construction of all components of *Task 1 – Construction* with staff from their Fort Collins, CO office. Stantec will document the daily construction activities and prepare As-Built drawings of the Project. Stantec will provide Progress Reports as necessary and will provide the Final Report to CWCB upon completion of the Project, which is estimated to take 4 weeks. The Final Report will include the As-Built drawings and daily construction reports.

Deliverable:

1. Progress Report (s)
2. Final Report

Repeat for Task 3, Task 4, Task 5, etc.

Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

Reporting Requirements

Progress Reports: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order; or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.



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Final Report: At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to as part of the project documentation.

Performance Measures

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit C. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.



COLORADO

Colorado Water
Conservation Board

Department of Natural Resources

Colorado Water Conservation Board

Water Plan Grant - Exhibit C

Budget and Schedule

Prepared Date: Oct. 22, 2021

Name of Applicant: Brighton Ditch Company

Name of Water Project: South Platte River Bank Restoration Project

Project Start Date:

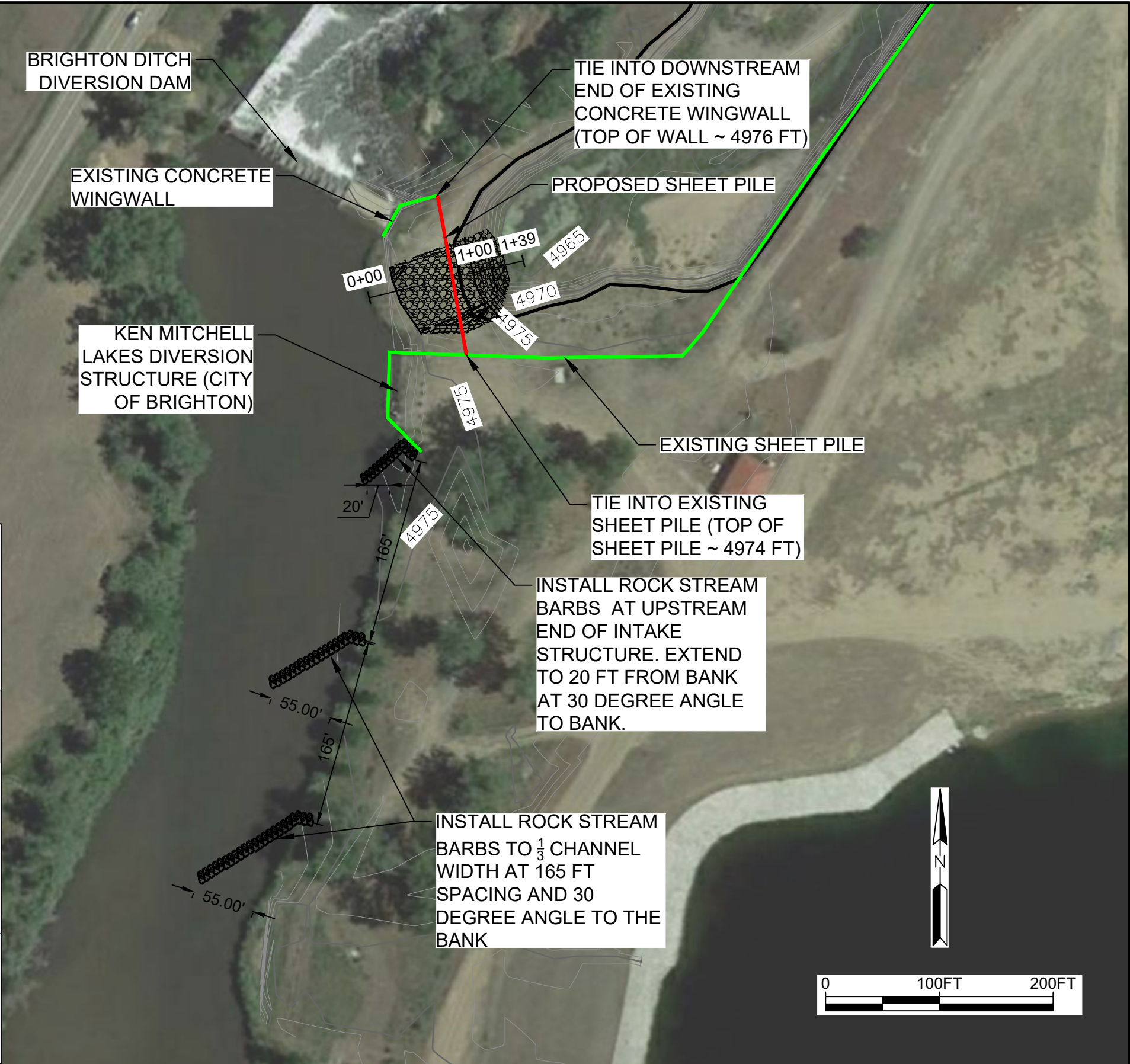
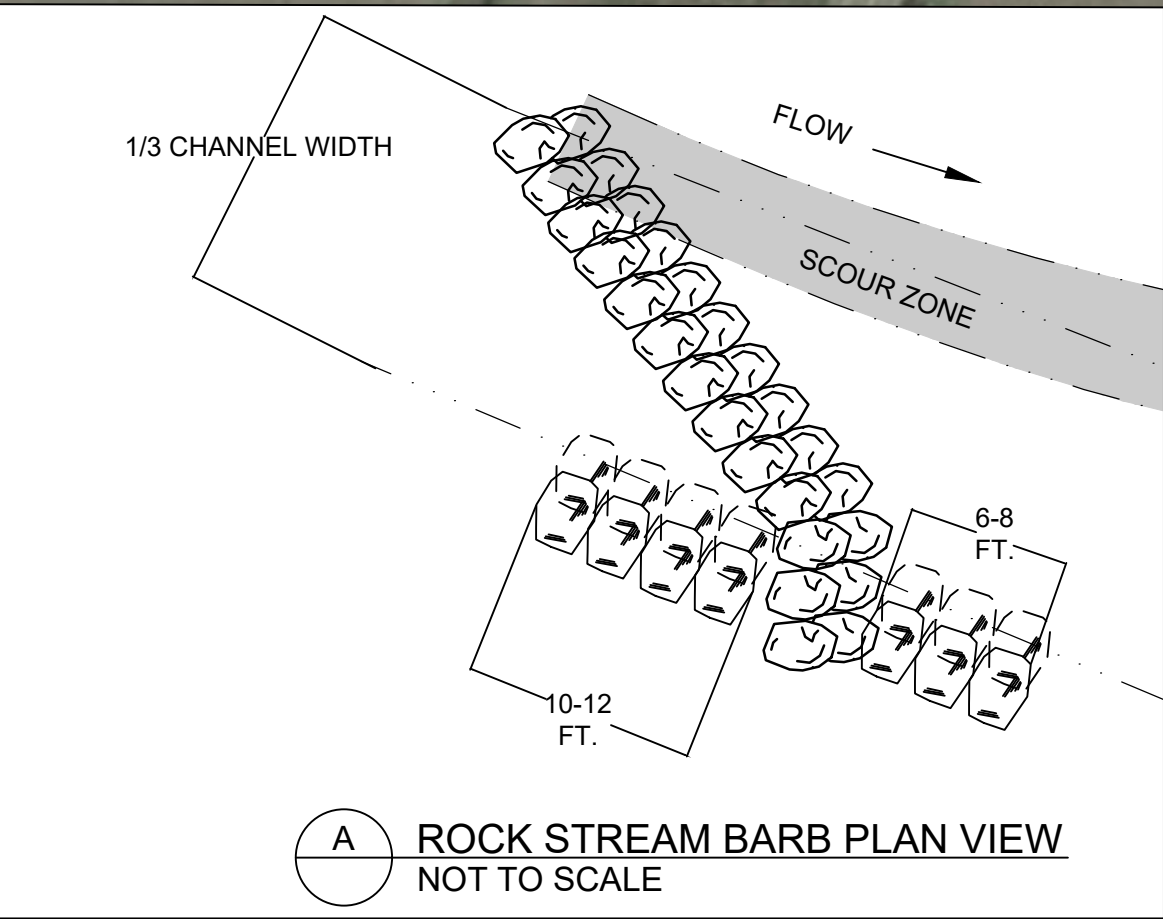
Project End Date:

Task No.	Task Description	Task Start Date	Task End Date	Grant Funding Request	Match Funding	Total
1	Construction	Oct-22	Dec-22	\$ 327,134	\$ 327,134	\$654,268
2	Constructin Administration	Oct-22	Dec-22	\$ 44,979	\$ 44,979	\$89,959
Total				\$372,113	\$372,113	\$744,226

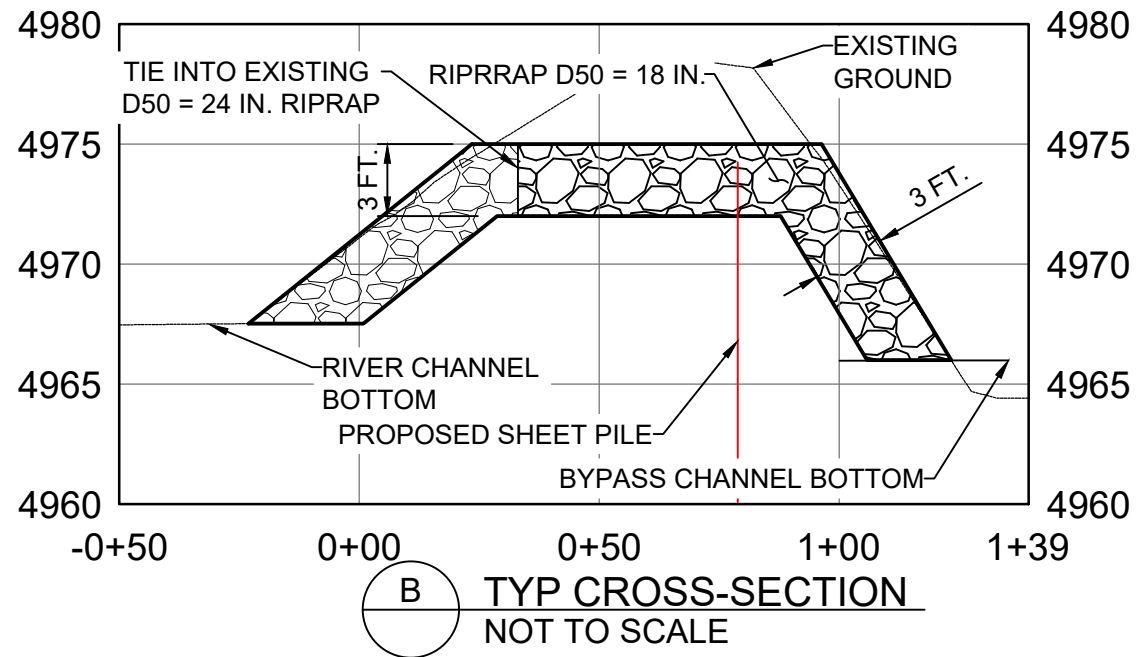
11:07 AM
Plot Date & Time: 10 January 2020
Z:\project\COTW101\ACAD\FIGURES\Figure 1 and 2_DEC.dwg

EXCAVATE PORTIONS OF THE EXISTING COFFER DAM AND INSTALL SHEET PILING DOWN TO APPROXIMATELY 4949 FT (TIE INTO EXISTING CONCRETE WINGWALL OF DAM AND EXISTING SHEET PILING OF KEN MITCHELL DIVERSION) AND INSTALL AN OVERFLOW WEIR WITH A SPILLWAY ELEVATION OF 4975 FT.

INSTALL ROCK STREAM BARBS ALONG RIGHT STREAMBANK UPSTREAM OF INTAKE STRUCTURE. ROCK STREAM BARBS WILL INCREASE VELOCITIES AT THEIR TIP AND ALLOW AN INCREASE IN SEDIMENT TRANSPORT IN THE VICINITY OF THE STRUCTURE.



 Responsive partner. Exceptional outcomes.	4025 AUTOMATION WAY BLDG E FORT COLLINS CO 80525 (PHONE): 970-223-4705 (FAX): 970-223-4706			DWN BY NRA	CHK'D CLJ	APP'D CDL	PROJECT SOUTHEAST BANK STABILIZATION	SHEET TITLE OVERALL PLAN VIEW (1)		
	DWG DATE Jan-20			CLIENT CITY OF BRIGHTON			PROJECT NO. COTW101		SHEET NO. FIGURE 1	REV NO.
	SCALE AS NOTED									



BRIGHTON DITCH
DIVERSION DAM

MAINTAIN 25 FT BUFFER
FROM ANY EXCAVATION
AND EXISTING WINGWALL

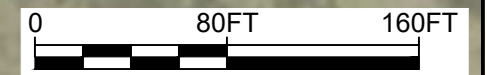
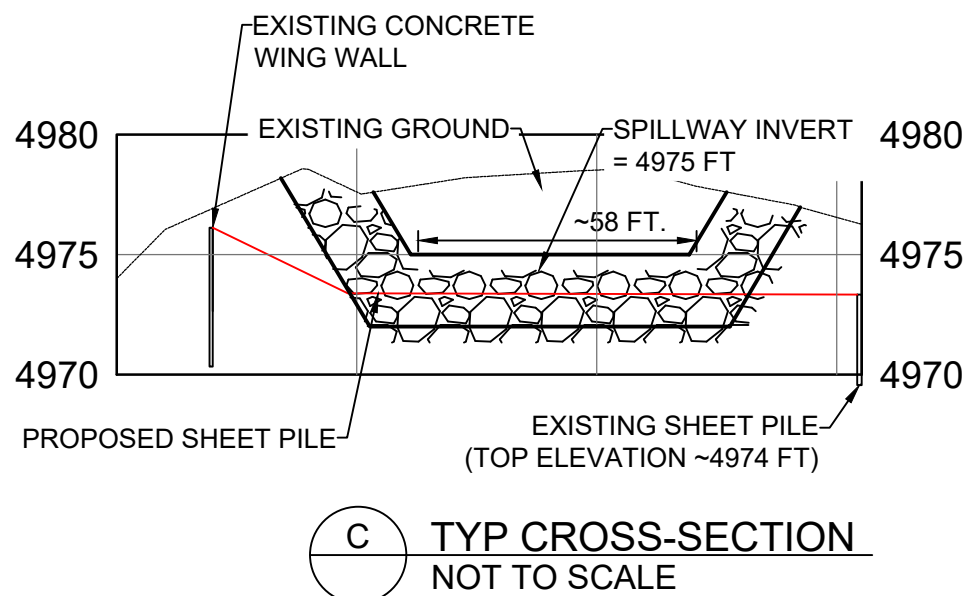
KEN MITCHELL LAKES
DIVERSION STRUCTURE
(CITY OF BRIGHTON)

EXISTING CONCRETE
WINGWALL

TIE INTO DOWNSTREAM
END OF EXISTING
CONCRETE WINGWALL
(TOP OF WALL ~4976 FT)

PROPOSED
SHEET PILE

EXISTING SHEET PILE
TIE INTO EXISTING
SHEET PILE (TOP OF
SHEET PILE ~4974 FT)



**AGREEMENT FOR APPLICATIONS FOR GRANT, DESIGN, AND CONSTRUCTION
INVOLVING THE KEN MITCHELL CELL 1 DIVERSION STRUCTURE**

THIS AGREEMENT ("Agreement") is made this 18th day of May, 2021, by and between the CITY OF BRIGHTON, a home rule municipal corporation in the Counties of Adams and Weld, State of Colorado ("City"), and the Brighton Ditch Company, a Nonprofit Corporation, ("BDC"), who together are the "Parties" hereto.

RECITALS

WHEREAS, the City and the BDC desire to work cooperatively to design and construct the South Platte River Bank Stabilization and High Flow Channel Project (the "Project"); and

WHEREAS, the City and the BDC depend upon a forebay in the South Platte River formed by the BDC's concrete diversion dam and the City's riverbank. The water level created by this forebay allows diversion of water by the City to the Ken Mitchell Project and allows diversion by the BDC of its water into its irrigation canal. The Project concept is to minimize damage from inevitable large flood events by allowing the flood to go across the City's riverbank, but to armor that bank and the flood route to make the High Flow Channel. Once the flood subsides, any erosion of the river bank can be economically and quickly restored to support the water level of the essential forebay; and

WHEREAS, it is anticipated that the cost of the work contemplated by this Agreement will exceed \$150,000.00; and

WHEREAS, the City and the BDC intend to fund the Project partially through Grants and will cooperatively work together to complete grant applications; and

WHEREAS, the City and the BDC shall work cooperatively to contract for design services for the Project; and

WHEREAS, the City and the BDC shall work cooperatively to contract for construction of the Project; and

NOW, THEREFORE, for and in consideration of the Premises and the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and BDC hereby mutually covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. The Parties intend to provide for the Grant Application, the Design, and the Construction of the Project, more fully described in the Scope of Work in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. The responsibilities relating to the Grant Application portion of the Project will be as follows.

2.1 The City and the BDC shall jointly apply for the Grants.

2.2 In the event grant applications are not successful, the City and BDC will, within 60 days of the unsuccessful grant application, determine whether or not to proceed.

(a) If the City and BDC decide to proceed with the Project this Agreement must be modified in writing to reflect such decision.

(b) If the City and BDC decided to proceed with the Project all costs associated with the Project shall be split equally.

(c) If the City and BDC decide not to proceed with the Project then, by notice in a form agreed to by the Parties, this Agreement will be terminated.

2.3 If the grant applications are successful, the BDC and the City shall in good faith determine how the grant proceeds are to be applied or used.

3. The responsibilities relating to the Design portion of the Project will be as follows.

3.1 The City shall be responsible for the following obligations in connection with the Design portion of the Project:

(a) The City shall designate an individual responsible for representing the City in coordinating with BDC's Project Manager (the "City's Designated Manager").

(b) Monthly progress payment invoices based upon actual costs incurred by BDC shall be submitted to the City by the BDC monthly. The City shall pay to the BDC the invoiced amount within 30 days of receipt of the invoice, except that ten per cent (10%) of each payment shall be retained by the City until final payment. Final payment shall be made within 30 days of an invoice by the BDC for the final payment following completion of the Design Portion of the Project

(c) BDC may postpone further work if any invoice is disputed or not fully paid within 30 days, until such matter is fully resolved. Any such delay shall automatically extend any applicable deadlines stated or implied in this Agreement.

3.2 The BDC shall be responsible for the following obligations in connection with the Design portion of the Project:

(a) The BDC shall contract for and manage the design of the Project. All contracts pertaining to the Project, and approvals thereof, shall conform with Colorado law and Brighton Municipal Code requirements for public contracts. Prior to entering into such contracts, the BDC shall provide to the City, for the City's approval, actual bids with supporting documentation (including the

proportionate share calculation in the event the contracts cover more than just the Project). After the date the District approves the actual bids for the Project, the BDC shall not enter into any change order to such contracts that would increase the actual bids by more than 10% without prior authorization from the City, which authorization shall not be unreasonably withheld, conditioned or delayed.

(b) Prior to entering into any contracts for the design of the Project, the BDC shall provide the City with the opportunity to provide comments and review contracts for compliance with requirements for public contracts. If the City determines that a contract, or provision(s) of said contract, are not in compliance with the requirements for public contracts, the BDC shall, to the extent said provision(s) directly affect the City, make good faith efforts to amend the provision(s) prior to executing the contract. If the BDC is unable to amend the contract prior to execution the Parties agree that to the extent such provision(s) may affect the City, BDC will not enforce such provisions against the City.

(c) The BDC shall designate a person (Project Manager) responsible for the day-to-day management of the Project.

(d) The BDC shall inform the City in a timely manner of Project schedules, and provide updates within a reasonable timeframe upon the City's request made to the Project Manager.

(e) The BDC shall make all documents related to design, schedule, and cost for the Project available for review by the City at the City's request.

(d) Upon reimbursement to the BDC as set forth herein, the BDC shall release the City and its successors and assigns of any future obligations related to reimbursements for the Project.

4. The responsibilities relating to the Construction portion of the Project will be as follows.

4.1 The City shall be responsible for the following obligations in connection with the Construction portion of the Project:

(a) The City shall designate an individual responsible for representing the City in coordinating with BDC's Project Manager (the "City's Designated Manager").

(b) Monthly progress payment invoices based upon actual costs incurred by BDC shall be submitted to the City by the BDC monthly. The City shall pay to the BDC the invoiced amount within 30 days of receipt of the invoice, except that ten per cent (10%) of each payment shall be retained by the City until final payment. Final payment shall be made within 30 days of an invoice by the BDC for final payment following completion of the Construction Portion of the Project.

(c) BDC may postpone further work if any invoice is disputed or not fully paid within 30 days, until such matter is fully resolved. Any such delay shall automatically extend any applicable deadlines stated or implied in this Agreement.

4.2 The BDC shall be responsible for the following obligations in connection with the Construction portion of the Project:

(a) The BDC shall contract for and manage the construction of the Project. All contracts pertaining to the Project, and approvals thereof, shall conform with Colorado law and Brighton Municipal Code requirements for public contracts. Prior to entering into such contracts, the BDC shall provide to the City, for the City's approval, actual bids with supporting documentation (including the proportionate share calculation in the event the contracts cover more than just the Project). After the date the City approves the actual bids for the Project, the BDC shall not enter into any change order to such contracts that would increase the actual bids by more than 10% without prior authorization from the City, which authorization shall not be unreasonably withheld, conditioned or delayed.

(b) The BDC shall designate a person (Project Manager) responsible for the day-to-day management of the Project.

(c) The BDC shall inform the City in a timely manner of Project schedules, and provide updates within a reasonable timeframe upon the City's request made to the Project Manager.

(d) The BDC shall make all documents related to design schedule and cost for the Project available for review by the City at the City's request.

(e) Upon reimbursement to the BDC as set forth herein, the BDC shall release the City and its successors and assigns of any future obligations related to the Project, and shall provide written final acceptance.

5. Access. BDC and its consultants, contractors, subcontractors and materialmen shall have free access to the site of the Project without further permission or approval by the City. In the event the Project site or portions thereof are secured by locked gates, the City shall provide keys or combinations to sufficient representatives of BDC or its contractors to avoid delays which would be incurred by the need to call for individual access. The above access provisions shall apply to any requirement by the BDC for emergency access to the Project site.

6. Miscellaneous.

6.1 Maintenance and Weed Control. The Parties agree to share any costs of emergency repairs of the Project equally (50% and 50%). The Parties agree that the City will be responsible for any routine maintenance and weed control.

6.2 Laws, Ordinances, and Permits. The Parties shall at all times obey all applicable Federal and State laws and the Brighton City Code.

(a) BDC may submit all contracts with contractors, consultants, materialmen or other persons or entities to the City for review for conformity with this Agreement and with the City Code before executing such contracts. BDC shall have no obligation to proceed with the work or with such contracts until City approval has been issued in writing or by e-mail pursuant to Section 6.7 hereof.

(b) BDC or its contractor shall be responsible to prepare and submit required City permits, but the City shall not charge for those permits.

(c) Any delay resulting from Sections 6.2.(a), 6.2(b) or 6.2(d) shall automatically extend any deadlines stated or implied in this Agreement.

(d) The Parties shall at all times obey all applicable Federal and State laws and the Brighton City Code.

6.3 Liabilities. To the extent authorized by law, each party shall be responsible for the acts, errors, and omissions of their respective employees and agents.

6.4 No Modification. This Agreement may be modified, amended, or changed in whole or in part only by an agreement in writing duly authorized and executed by both Parties with the same formality as this Agreement.

6.5 Remedies For Default. If either Party is in default with respect to any material condition expressed herein, the non-defaulting Party may elect to treat this Agreement as terminated and may seek to recover damages limited to breach of contract only, provided that prior to such termination the non-defaulting Party shall give the defaulting Party written notice of such claim of default and the defaulting Party shall have thirty (30) days thereafter in which to cure such breach or default.

6.6 Termination for Non-Appropriation. Notwithstanding any other provision herein to the contrary, every obligation of the City that involves the expenditure of any resources in a future fiscal year shall be subject to the lawful appropriation of sufficient funds therefore by the Brighton City Council.

6.7 Notice. All notices or demands desired or required under this Agreement shall be deemed given: 1) when personally delivered; or, 2) after the lapse of five (5) days after mailing by registered or certified mail, postage pre-paid; or, 3) when sent by confirmed facsimile and followed by regular mail, postage pre-paid, and addressed as follows:

To City: City of Brighton
 Department of Utilities
 500 S 4th Ave
 Brighton, CO 80601

With a copy to: City of Brighton
 City Attorney
 500 S 4th Ave

Brighton, CO 80601

To BDC: Brighton Ditch Company
PO Box 185
Fort Lupton, CO 80621

With a copy to: Robert F. T. Krassa
2300 Canyon Blvd., Suite 2
Boulder, CO 80302
bob@krassa.com

or to such other addresses as each Party may designate by written notice given in accordance with this paragraph 6.7.

6.8 No Joint Venture or Partnership. Nothing herein shall be interpreted or construed as creating a joint venture or partnership between the Parties. Neither of the Parties shall have the right under this Agreement to create any obligation or incur any debt on behalf of the City or the BDC.

6.9 No Third Party Benefits Intended. It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the City and the BDC, and nothing herein shall give or allow any claim or right of action to or by any other or third person to this Agreement. It is the intention of the City and the BDC that any person other than the City and the BDC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

6.10 Paragraph Headings and Grammatical Rules. The paragraph headings herein are for convenience only and are not intended to govern, limit, or aid in the interpretation of this Agreement. In the interpretation of this Agreement, any gender includes the other; the singular number includes the plural and vice versa; words used in the present tense include the past and future tense and vice versa, unless manifestly inapplicable; and words shall be construed according to context and the normal use of language.

6.11 Integration. This Agreement consists solely of the terms and conditions stated herein, which are intended as a complete integration of all understandings between the Parties concerning the subject matter hereof. No prior or contemporaneous addition or deletion or other document or amendment hereto shall have any force or affect whatsoever unless stated herein or expressly referenced and incorporated herein. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by both parties.

6.12 Binding Agreement. This Agreement and all terms and conditions herein shall extend to and be binding upon the Parties and their respective heirs, successors, and

assigns, provided that this Agreement and the rights and duties contained herein may not be assigned or transferred, by operation of law or otherwise, without the prior written consent of both Parties.

6.13 Joint Drafting. This Agreement is the product and result of the joint efforts of the Parties hereto, each of whom had the advice of legal counsel and an equal opportunity to contribute to its content.

6.14 Non-Waiver. Waiver of the enforcement of any breach of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by that Party of the same or any other provision of this Agreement.

6.15 Applicable Law and Venue. This Agreement is made and shall be construed in accordance with the laws of the State of Colorado. The Parties stipulate that the proper venue for any court action that might occur in connection with or as a result of this Agreement is Adams County, Colorado.

6.16 No Costs or Fees. In the event of litigation, arbitration, or other dispute resolution process arising out of this Agreement, the Parties agree that each Party shall pay its own costs and expenses, including attorneys' fees.

6.17 Counterparts of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and both or all of which together shall constitute one and the same instrument.

6.18 Power to Contract. Each Party warrants that it has the power to enter into this Agreement and that its signatory is authorized to bind it hereto.

WHEREFORE, the PARTIES affix their signatures as of the above-written date.



CITY OF BRIGHTON, COLORADO

Jane Bais Dinessa
JANE BAIS DISESSA, City Manager

ATTEST:

Natalie Hoel
NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

Lena McClelland
LENA MCCLELLAND, Acting City Attorney

ATTEST:

BRIGHTON DITCH COMPANY

Lawrence By: Name: Title: George Stieber Jr
George Stieber Jr
President

EXHIBIT A

RESPONSIBILITIES

GRANT APPLICATION

Grant Application services consists of writing and preparing a grant to be submitted to the Colorado Water Conservation Board (CWCB). The application will include a statement of Work, Engineer's Estimate of Probable Costs, and associated budget. The application will also include a schedule, maps, letters of commitment for matching funds, photos, and drawings.

DESIGN

Design will consist of 3 phases

50% design sheet set which includes a kickoff meeting with all the parties of this agreement, review of the CWCB contract requirements, design approach and schedule, and address any additional feedback on the design alternatives.

90% design sheet set and specifications consists of final hydraulic modeling and construction specifications will be written. The city of Brighton and the Brighton Ditch Company will provide acceptable 'Front End' and contract documents.

100% design sheet set and bid package will include the final bid package, administration during the bid phase and recommendations of the lowest responsive bidder.

CONSTRUCTION

Following execution of the construction contract, the project team will initiate a construction kickoff meeting with the contractor, the Brighton Ditch Company, and the City of Brighton to discuss project approach and schedule, payment tracking, and field change protocols. The project team will provide daily construction oversight and installed quantity tracking. Following completion on the construction the Project team will provide a set of As-Built drawings and the final report required by the CWCB.