



**SEMSWA Board Meeting Agenda  
September 21, 2022 – 1:30 p.m.**

**The Board Meeting will be held  
in the South Platte Room of the SEMSWA Offices located at  
7437 S Fairplay Street, Centennial, CO 80112.**

**You may also join the meeting from your computer, tablet or smartphone at:**

<https://meet.goto.com/716038397>

**or from your phone:**

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**Access Code:** 716-038-397

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Schedule	Topic
1:30	Call to Order – Chair Miller ➤ Roll Call
1:30	1. Public Comments for Non-Agenda Items – Chair Miller
1:35	2. Meeting Minutes – August 17, 2022 – Chair Miller ➤ If there are no corrections the “minutes stand approved” or, with corrections, the “minutes stand approved as corrected.”
1:40	3. Finance Report – Allison Slife, CLA
1:50	4. 2023 Draft Budget Presentation – Dan Olsen/Dave Agee
2:10	5. Resolution 22-20 Adoption of Revised SEMSWA Fee Schedule – Dan Olsen

Schedule	Topic
2:20	6. Resolution 22-21 Authorization to Enter into an Agreement with Cherry Creek Basin Water Quality Authority (CCBWQA) to Fund the Design of the Piney Creek Reaches 1 and 2 Channel Improvements – Nicole Harwell
2:30	7. Resolution 22-22 Authorization to Execute Agreement regarding Funding of Major Drainageway Plan (MDP) for West Toll Gate Creek Tributaries – Tiffany Clark/Jessica Traynor
2:40	8. Resolution 22-23 Authorization to Execute Agreement regarding Funding of Outfall Systems Plan (OSP) for Four Square Mile with MHFD – Tiffany Clark/Jessica Traynor
2:50	9. Executive Director Report – Dan Olsen
3:05	10. Environmental Resources Presentation – Ashley Byerley/James Linden
3:20	11. Other Items – Chair Miller <ul style="list-style-type: none"> <li>➤ The next SEMSWA Board Meeting will be held in person at the SEMSWA office building and via GoToMeeting on Wednesday, October 19, 2022, at 1:30 p.m.</li> </ul>
3:25	12. Adjournment – Chair Miller



Minutes of the Southeast Metro Stormwater Authority Board Meeting  
August 17, 2022

A Board Meeting of the Southeast Metro Stormwater Authority (SEMSWA) was held on Wednesday, August 17, 2022, at 7437 S. Fairplay Street, Centennial, Colorado, both in person and via video/teleconference using GoToMeeting (GTM#519134725). A full and timely notice of this meeting was posted, and a quorum was present. The meeting was called to order by Chair Miller at 1:32 p.m. MDT.

Board Directors Present:     Bart Miller/Chair  
                                      Nancy Sharpe/Vice-Chair (remote)  
                                      Jeff Baker  
                                      Don Sheehan  
                                      Christine Sweetland  
                                      Marlo Alston/Alternate (remote)

SEMSWA Staff Present:        Dan Olsen, Executive Director  
                                      Ed Krisor, SEMSWA Attorney  
                                      Cass Aurich, CLA, SEMSWA Financial Consultant  
                                      Britni Kahler, Field Services Coordinator  
                                      Roxi Jones, Director of HR and Administration  
                                      Andy Kuster, IT/GIS Manager  
                                      Tiffany Clark, Land Development Review Manager  
                                      Cynthia Love, Floodplain Manager  
                                      Ashley Byerley, Environmental Resources Manager  
                                      James Linden, Environmental Specialist  
                                      Carolyn Frainier, HR/Business Support Specialist  
                                      Michelle Slater, Receptionist (remote)

Guests Present:                Andrea Suhaka

**1. Public Comments for Non-Agenda Items – None**

**2. The July 20, 2022, SEMSWA Board Meeting Minutes stand approved.**

**3. Finance Report – Cass Aurich, Clifton LarsonAllen (CLA)**

Noted July Disbursements:

- Line 78 - Granite Inliner LLC, \$104,512.35

Cass Aurich reported on the Comparative Balance Sheet (Budgetary Basis) for the Months ended July 31, 2022, and June 30, 2022, and on the Schedule of Revenues, Expenditures, and Changes in Funds Available – Budget and Actual – for the Seven Months ended July 31, 2022.

**4. Executive Director Report – Dan Olsen**

- Dan Olsen reported on the Yosemite-Hunters Hill drainage concern. A citizen called and reported flooding in his yard from the August 15<sup>th</sup> storm event(s). He contacted SEMSWA regarding the wall in the easement on the condominium property adjacent to his property. In 2021, the condominiums installed a new wall and changed materials from old rotting wood to new block, with the location of the wall slightly changed. This did not require a building permit with Centennial or a GESC permit with SEMSWA. The citizen has threatened a lawsuit against SEMSWA. Ed Krisor says this should not be a concern for SEMSWA. There are fifteen properties with fences and walls within the 20-30-foot-wide easement, diverting flows and, in some cases, blocking flows completely. These fences have likely been there for 40-50 years, within the easement. Ed Krisor said one cannot adversely possess against the government. There are options moving forward:
  - A planned contract maintenance job to upsize the inlet to meet the pipe capacity of a five-year event with a couple of other minor right-of-way improvements. SEMSWA could do this soon; or
  - A contract maintenance job and add on, enforcing the encroached-upon drainage easement, making homeowners move their fences, and SEMSWA possibly regrading the easement for a swale; or
  - A future CIP project, if it would provide a reasonable benefit over the other options.
- Dan Olsen is working with Roxi Jones, Dave Agee, and other SEMSWA Staff on the 2023 budget.
- There is one open position at SEMSWA and that is for a Drainage Technician.

- Environmental Resources and Maintenance Staff participated in National Night Out on August 3, 2022.
- Environmental Resources Staff and Consultants completed the calibration/audit of SEMSWA's MS4 Permit.
- SEMSWA is now active on the following social media sites: Facebook, Instagram, and Twitter, with LinkedIn and Nextdoor added soon. Dan Olsen thanked Ashley Byerley and James Linden for their work on this project.

## 5. Executive Session

- Chair Miller made a motion at 2:25 p.m. to hold an Executive Session pursuant to 24-6-402 (4) (b) to receive legal advice regarding an Xcel Energy switch box located in a SEMSWA easement at Arapahoe Road and Potomac Street and seconded by Director Baker. The motion was approved, unanimously.
- The Executive Session closed at 2:40 p.m.

## 6. Motion Authorizing Legal Action Against Xcel Energy Regarding the Removal of the Switch Box in a SEMSWA Easement

Motion for Adoption: Director Sheehan

Second: Director Baker

Ayes: All

The Board unanimously approved authorizing the filing of a legal action against Xcel Energy regarding the removal of the switch box in a SEMSWA easement on the condition that there has been no demonstrated, substantial and meaningful progress by Xcel Energy regarding its removal within thirty (30) days of August 17, 2022.

## 7. Cybersecurity Update – Andy Kuster/Roxi Jones

Andy Kuster and Roxi Jones updated the Board regarding SEMSWA's general cybersecurity practices and the recent NetDiligence Cyber Risk Assessment was summarized for the SEMSWA Board. The following items were specifically discussed:

- SEMSWA's current exposure to Personally Identifiable Information (PII); and
- Progress made on the Cyber Improvement Actions identified in the Cybersecurity Action Plan; and
- Next steps to be taken over the next twelve (12) months regarding the district's cybersecurity.

The Cybersecurity PowerPoint Presentation has been attached to these Board minutes.

**8. Stormwater Fee Process Presentation – Andy Kuster**

**9. Other Items – Chair Miller**

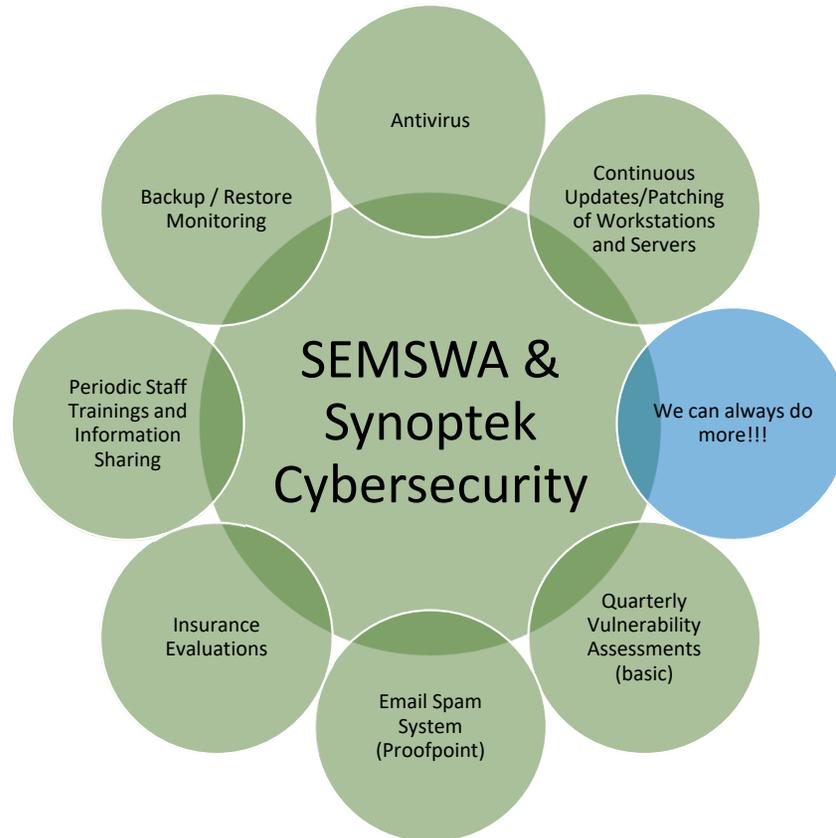
- The next SEMSWA Board Meeting will be held both as an in-person meeting at SEMSWA and virtually via GoToMeeting on Wednesday, September 21, 2022, at 1:30 p.m.

**10. Meeting Adjourned by Chair Miller at 3:37 p.m. MDT.**

# SEMSWA Cybersecurity Update

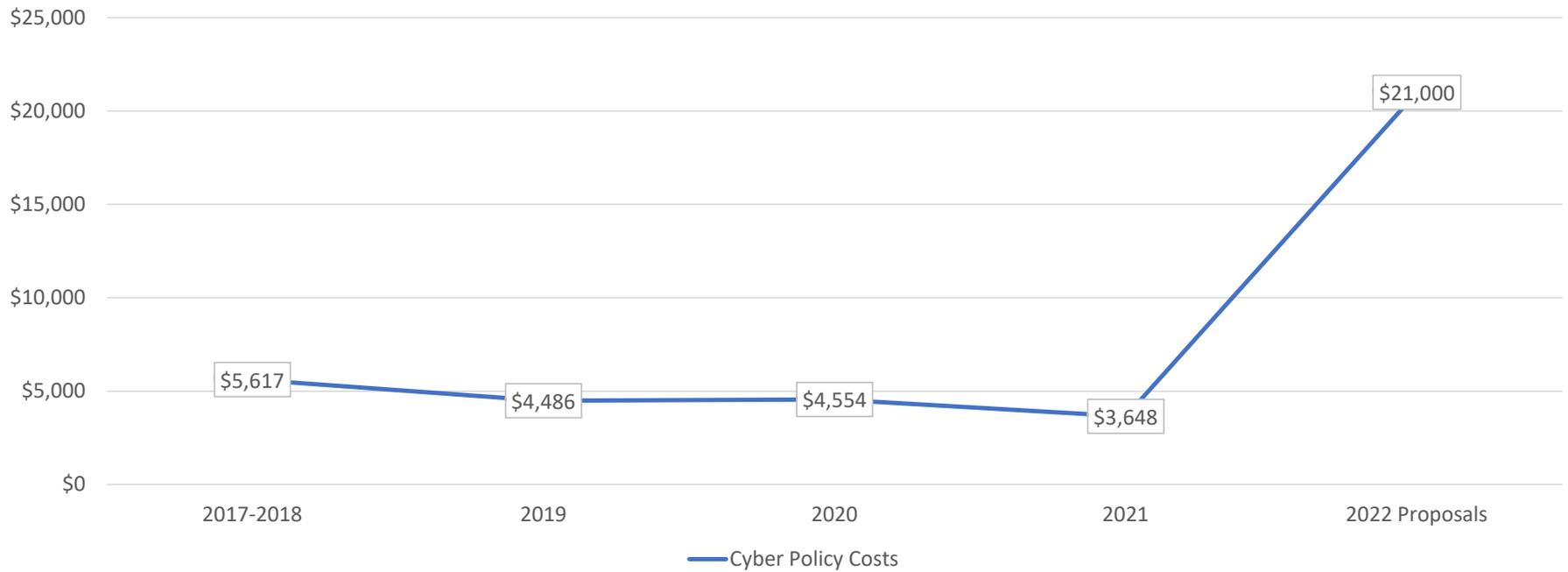
August 17, 2022 Board Meeting

# Our Current Efforts (Never enough)

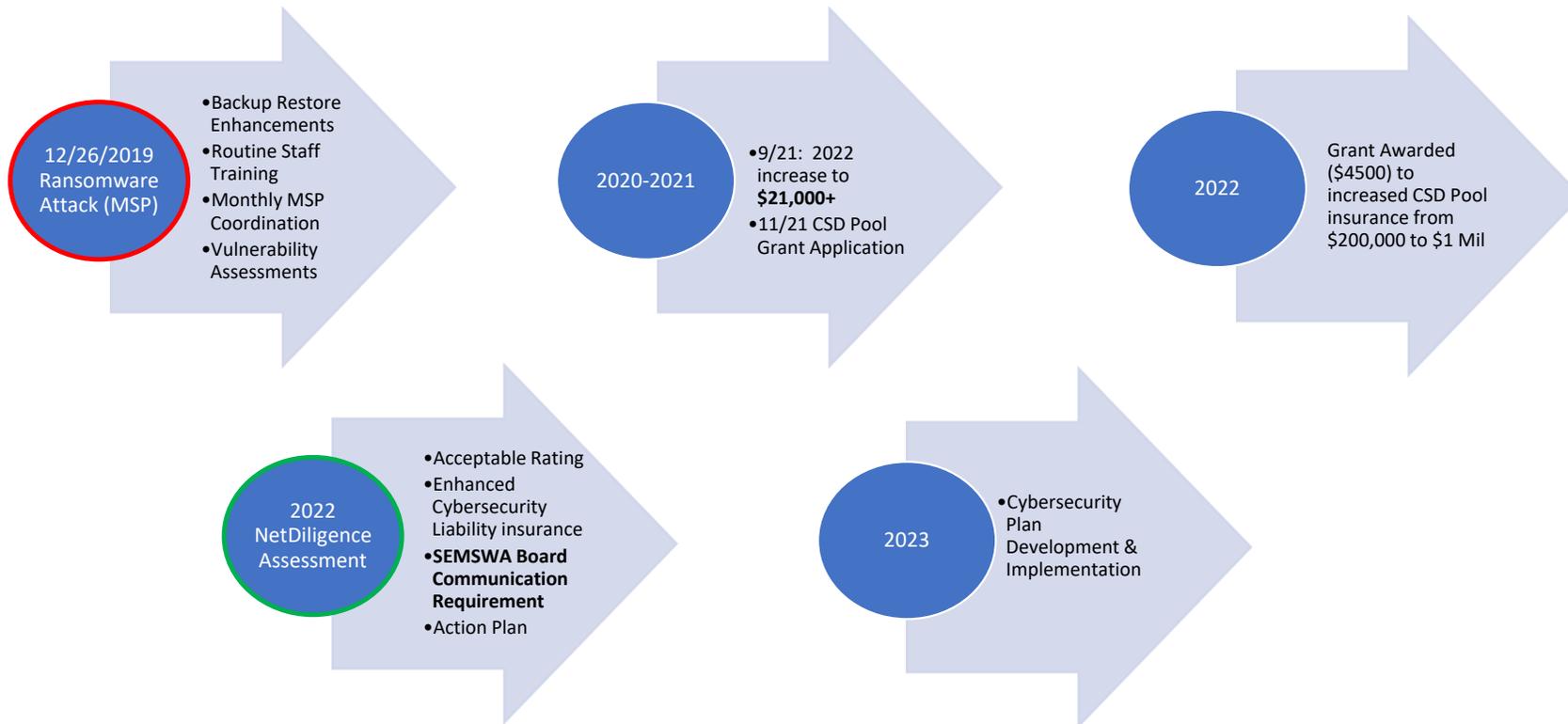


# Cybersecurity Insurance Premiums for \$2,000,000 Coverage

Cyber Policy Costs



# Our Timeline



# NetDiligence Assessment 2022

- **Purpose:** Assess our current environment and cybersecurity practices + Reduce insurance cost and enhance coverage.
- **Description:** Report based on interviews and checklist completed by SEMSWA and Synoptek.
- **Findings:** Primarily “Baseline” (acceptable) in most categories, some “Strong”.

# 1. SEMSWA's Exposure to Personal Identifiable Information (PII)

- Internal – Limited Exposure

- Migrated information off SEMSWA network
- Secured (credentials) network structure with very limited staff access to PII
- No emailing PII information
- Use of encryption as necessary

- External – Limited Exposure

- Payment processing systems are Payment Card Industry (PCI) Compliant
- External systems (accounts payable and receivable), HR/timesheets, etc... have security and are logged into directly

- Improvements:

- Define PII for SEMSWA. What are our specific files / documents with PII, and how do we handle?
- Find gaps and fix!

## 2. Progress Report on Assessment Findings

- Verified CLA cyber insurance coverage
- Assessment review with Synoptek
- Requested PCI compliance verification (double check) from credit card processors
- Discussing Multi Factor Authentication (MFA) for Office365
- Encrypted emails for network credentials on new and changing accounts (never email passwords without encryption)

### 3. Action Plan for Next 12 Months...

- Prioritize and Address findings from NetDiligence Assessment
  - Cyber Security Plan: Disaster Recovery & Incident Response Plans
  - Written Privacy Policy to govern handling of sensitive information
  - Backup / Restore enhancements and testing
  - Conduct phishing tests with all staff
  - PCI compliance oversight (credit card processing)
  - Increase use of encryption, standard practices for potentially sensitive information (in transit and at-rest)
  - Mandatory MFA where appropriate

Questions & Comments?

**Southeast Metro Stormwater Authority**

**Cash Disbursement Details**

**August 2022**

<b>Line No.</b>	<b>Disbursement Date</b>	<b>Transaction Details</b>	<b>Amount</b>
1	08/01/2022	Aqua Terra Environmental LLC	\$ 300.00
2	08/01/2022	Aqua Terra Environmental LLC	4,442.50
3	08/01/2022	CDPHE	810.00
4	08/01/2022	CDPHE	4,050.00
5	08/01/2022	Cintas Corporation #66	173.52
6	08/01/2022	CPS HR Consulting	6,000.00
7	08/01/2022	Dell Marketing L.P.	824.98
8	08/01/2022	ERO Resources	38.55
9	08/01/2022	ERO Resources	139.70
10	08/01/2022	ERO Resources	400.44
11	08/01/2022	ERO Resources	1,297.38
12	08/01/2022	Haynie & Company	6,500.00
13	08/01/2022	ICON Engineering, Inc.	10,736.04
14	08/01/2022	Occupational Heath Centers of the Southwest, P.A., P.C.	297.00
15	08/01/2022	RESPEC	43,174.50
16	08/01/2022	Roche Constructors, Inc	7,667.40
17	08/01/2022	Wright Water Engineers Inc.	8,113.00
18	08/02/2022	Verizon	719.19
19	08/02/2022	FSA Draw	17.66
20	08/02/2022	Principal Disability insurance	1,947.89
21	08/03/2022	CEBT Health Insurance	31,188.47
22	08/03/2022	LifeSecure LongTerm Care Insurance	910.34
23	08/03/2022	City of Centennial - Review Fee	140.00
24	08/04/2022	Optum HSA Funding	4,720.69
25	08/04/2022	FSA Draw	58.00
26	08/05/2022	CRA 401a Plan	18,897.31
27	08/05/2022	CRA 457 Plan	9,172.61
28	08/05/2022	Employers Council Services, Inc.	288.50
29	08/05/2022	First Choice Coffee Services	133.08
30	08/05/2022	Pure Water Dynamics, Inc.	180.00
31	08/05/2022	Synoptek, LLC	683.29
32	08/05/2022	Synoptek, LLC	4,296.21
33	08/08/2022	Credit Card Return	741.53
34	08/08/2022	Ad Promotional	88.18
35	08/08/2022	American West Construction LLC	11,877.00
36	08/08/2022	AzTec Surveying and Locating	14,990.00
37	08/08/2022	AzTec Surveying and Locating	15,055.00
38	08/08/2022	CliftonLarsonAllen LLP	1,373.93
39	08/08/2022	CliftonLarsonAllen LLP	2,277.80
40	08/08/2022	Colorado Stormwater Council	1,300.00
41	08/08/2022	Fastenal Company	26.45
42	08/08/2022	Fastenal Company	273.61
43	08/08/2022	Fiber Platform LLC	3,054.36
44	08/08/2022	Habitat Management	153.35
45	08/08/2022	Habitat Management	2,942.67
46	08/08/2022	Habitat Management	7,817.48
47	08/08/2022	Matrix Design Group	1,494.38
48	08/08/2022	Matrix Design Group	6,702.00
49	08/08/2022	Nilex Environmental Inc	114.50

**Southeast Metro Stormwater Authority**

**Cash Disbursement Details**

**August 2022**

50	08/08/2022	Nilex Environmental Inc	157.00
51	08/08/2022	Pirtek South Valley	23.10
52	08/08/2022	Pirtek South Valley	205.50
53	08/08/2022	Pirtek South Valley	1,259.18
54	08/08/2022	RoadSafe Traffic Denver	2,040.00
55	08/08/2022	Stratus Building Solutions of Colorado	2,432.00
56	08/08/2022	UNCC	1,758.90
57	08/08/2022	UNCC	1,940.90
58	08/10/2022	Optum HSA Funding	120.25
59	08/10/2022	WEX	6,499.88
60	08/10/2022	USB Equipment Finance	1,123.54
61	08/10/2022	USB Equipment Finance	449.30
62	08/11/2022	Elan Financial Purchasing Card Payment	13,800.65
63	08/11/2022	FSA Draw	30.00
64	08/11/2022	Check 10025	463.70
65	08/12/2022	FSA Draw	12.34
66	08/15/2022	Denver Water	489.16
67	08/15/2022	Denver Water	232.48
68	08/15/2022	FSA Draw	120.00
69	08/15/2022	AloTerra Restoration Services, LLC	3,590.00
70	08/15/2022	Bobcat of the Rockies	51.96
71	08/15/2022	Bobcat of the Rockies	87.98
72	08/15/2022	Cintas Corporation #66	173.52
73	08/15/2022	CliftonLarsonAllen LLP	11,454.23
74	08/15/2022	Corvus Environmental Consulting LLC	19.30
75	08/15/2022	Corvus Environmental Consulting LLC	71.25
76	08/15/2022	Corvus Environmental Consulting LLC	87.00
77	08/15/2022	Corvus Environmental Consulting LLC	177.50
78	08/15/2022	Corvus Environmental Consulting LLC	951.00
79	08/15/2022	Corvus Environmental Consulting LLC	1,110.50
80	08/15/2022	First Choice Coffee Services	127.77
81	08/15/2022	GoTo Technologies USA, Inc	1,080.00
82	08/15/2022	Habitat Management	424.71
83	08/15/2022	Habitat Management	583.26
84	08/15/2022	Habitat Management	2,389.20
85	08/15/2022	Habitat Management	2,400.16
86	08/15/2022	J. J. Keller & Associates, Inc.	1,392.65
87	08/15/2022	L&M Enterprises Inc	598,815.41
88	08/15/2022	Quality of Colorado	110.00
89	08/15/2022	Synoptek, LLC	1,906.25
90	08/15/2022	The Villager Legals	73.55
91	08/16/2022	Xcel	3,488.54
92	08/18/2022	CRA 401a Plan	19,228.87
93	08/18/2022	CRA 457 Plan	9,238.92
94	08/18/2022	Optum HSA funding	4,720.69
95	08/22/2022	ACWWA	4,047.64
96	08/22/2022	ACWWA	415.70
97	08/22/2022	Above and Beyond Services, LLC	95.00
98	08/22/2022	Above and Beyond Services, LLC	95.00
99	08/22/2022	Above and Beyond Services, LLC	95.00

**Southeast Metro Stormwater Authority**

**Cash Disbursement Details**

**August 2022**

100	08/22/2022	Above and Beyond Services, LLC	95.00
101	08/22/2022	Ad Promotional	1,257.00
102	08/22/2022	American West Construction LLC	48,387.79
103	08/22/2022	AzTec Surveying and Locating	13,860.00
104	08/22/2022	CliftonLarsonAllen LLP	6,903.36
105	08/22/2022	Coatings, Inc.	22,950.00
106	08/22/2022	Corvus Environmental Consulting LLC	792.50
107	08/22/2022	Edward J. Krisor	36,075.00
108	08/22/2022	Fastenal Company	77.58
109	08/22/2022	Groove Automotive	99.02
110	08/22/2022	ICON Engineering, Inc.	1,991.00
111	08/22/2022	ICON Engineering, Inc.	3,016.00
112	08/22/2022	ICON Engineering, Inc.	3,082.50
113	08/22/2022	ICON Engineering, Inc.	3,152.50
114	08/22/2022	L&M Enterprises Inc	402.27
115	08/22/2022	L&M Enterprises Inc	2,400.80
116	08/22/2022	L&M Enterprises Inc	4,618.86
117	08/22/2022	Nilex Environmental Inc	335.00
118	08/22/2022	Nilex Environmental Inc	1,635.00
119	08/22/2022	O'Reilly Automotive, Inc	15.98
120	08/22/2022	O'Reilly Automotive, Inc	18.58
121	08/22/2022	O'Reilly Automotive, Inc	39.08
122	08/22/2022	O'Reilly Automotive, Inc	39.08
123	08/22/2022	O'Reilly Automotive, Inc	83.82
124	08/22/2022	O'Reilly Automotive, Inc	90.78
125	08/22/2022	O'Reilly Automotive, Inc	107.97
126	08/22/2022	O'Reilly Automotive, Inc	190.56
127	08/22/2022	Pirtek North Valley	221.34
128	08/22/2022	Sunstate Equipment Co	360.00
129	08/22/2022	The Reinalt-Thomas Corporation	36.75
130	08/22/2022	The Villager Legals	99.00
131	08/22/2022	Tool Anchor Supply Inc.	108.00
132	08/22/2022	Waste Management	7,723.27
133	08/23/2022	Check 10026	463.70
134	08/24/2022	WageWorks	50.00
135	08/26/2022	New building Loan	76,170.48
136	08/29/2022	Above and Beyond Services, LLC	500.00
137	08/29/2022	Advance Auto Parts	41.07
138	08/29/2022	Advance Auto Parts	53.78
139	08/29/2022	Cintas Corporation #66	173.52
140	08/29/2022	ERO Resources	24.60
141	08/29/2022	ERO Resources	57.00
142	08/29/2022	ERO Resources	215.75
143	08/29/2022	ERO Resources	687.75
144	08/29/2022	ICON Engineering, Inc.	3,652.40
145	08/29/2022	NortonLifeLock Inc.	148.87
146	08/29/2022	Occupational Heath Centers of the Southwest, P.A., P.C.	187.00
147	08/29/2022	Occupational Heath Centers of the Southwest, P.A., P.C.	297.00
148	08/29/2022	P.R. Trucking Enterprises Inc.	7,687.50
149	08/29/2022	Pure Cycle Corp	60,299.50

**Southeast Metro Stormwater Authority**

**Cash Disbursement Details**

**August 2022**

150	08/29/2022	SEMA	15,561.00
151	08/30/2022	Xcel	23.60
152	08/30/2022	FSA Draw	8.78
153	08/31/2022	Verizon	719.21
		Total Disbursements	\$ 1,267,548.83

**SOUTHEAST METRO STORMWATER AUTHORITY**

**FINANCIAL STATEMENTS**

**AUGUST 31, 2022**

**SOUTHEAST METRO STORMWATER AUTHORITY  
COMPARATIVE BALANCE SHEET (BUDGETARY BASIS)  
FOR THE MONTHS ENDED JULY 31, 2022 AND JUNE 30, 2022**

	<b>August 2022</b>	<b>July 2022</b>
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Checking/Savings</b>		
Checking - BOK Financial	2,533,487	2,848,596
ICS Savings Account	102,286	102,329
<b>Total Checking/Savings</b>	2,635,773	2,950,925
<b>Other Current Assets</b>		
Investments - ColoTrust	11,794,489	12,617,477
Due from County Treasurer	24,835	121,840
<b>Total Other Current Assets</b>	11,819,324	12,739,317
<b>Total Current Assets</b>	14,455,097	15,690,242
<b>TOTAL ASSETS</b>	<b>14,455,097</b>	<b>15,690,242</b>
<b>LIABILITIES &amp; FUNDS AVAILABLE</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	181,423	186,861
Escrow Deposits/Collateral Held	2,643,130	2,597,577
<b>Total Current Liabilities</b>	2,824,553	2,784,438
<b>Funds Available</b>	11,630,544	12,905,804
<b>TOTAL LIABILITIES &amp; FUNDS AVAILABLE</b>	<b>14,455,097</b>	<b>15,690,242</b>

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Fees - Arapahoe County	12,123,795	11,375,160	\$ (748,635)
Fees - Douglas County	396,246	632,135	235,889
Fees refunds	(7,500)	(259)	7,241
SDFs and ECFs	270,000	522,400	252,400
Permit and Review Fees	355,000	479,550	124,550
Interest Income	8,000	52,997	44,997
Miscellaneous Revenues	25,000	12,709	(12,291)
SPLASH Revenues	10,000	8,400	(1,600)
Delinquency charges	3,500	-	(3,500)
Intergovernmental Revenues	800,000	893,795	93,795
<b>TOTAL REVENUES</b>	<b><u>13,984,041</u></b>	<b><u>13,976,887</u></b>	<b><u>(7,154)</u></b>
<b>EXPENDITURES</b>			
Administrative	2,039,968	1,290,788	749,180
Maintenance and Inspection	3,070,619	1,738,224	1,332,395
Environmental Resources	558,958	268,236	290,722
Engineering	1,690,552	801,551	889,001
Building and Space	688,782	422,578	266,204
Capital	1,091,377	65,354	1,026,023
Debt Service	1,194,478	759,743	434,735
Asset Maintenance	3,826,335	1,247,752	2,578,583
CIP Projects	4,675,884	3,595,447	1,080,437
<b>TOTAL EXPENDITURES</b>	<b><u>18,836,953</u></b>	<b><u>10,189,673</u></b>	<b><u>8,647,280</u></b>
<b>NET CHANGE IN FUNDS AVAILABLE</b>	(4,852,912)	3,787,214	8,640,126
<b>FUNDS AVAILABLE - BEGINNING</b>	7,851,806	7,843,330	(8,476)
<b>FUNDS AVAILABLE - ENDING</b>	<b><u>2,998,894</u></b>	<b><u>11,630,544</u></b>	<b><u>8,631,650</u></b>

## **SUPPLEMENTARY INFORMATION**

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

		<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>				
01-0000000-40013	Fees-Arapahoe County-2019	-	288	\$ 288
01-0000000-40014	Fees-Arapahoe County-2020	50,000	68,265	18,265
01-0000000-40015	Fees-Arapahoe County-2021	30,000	133,451	103,451
01-0000000-40016	Fees-Arapahoe County-2022	12,043,795	11,173,154	(870,641)
01-0000000-40999	Fee Refunds	(7,500)	(259)	7,241
01-0000000-41016	Fees-Douglas County-2022	396,246	632,135	235,889
01-0000000-42001	SDFs & ECFs-SEMSWA	270,000	-	(270,000)
01-0000000-42105	SDFs-Lone Tree	-	3,732	3,732
01-0000000-42106	SDFs-Windmill	-	10,670	10,670
01-0000000-42107	SDFs-Dove	-	2,491	2,491
01-0000000-42108	ECFs-Lone Tree	-	14,752	14,752
01-0000000-42110	ECFs-Dove	-	4,380	4,380
01-0000000-42111	SDFs-Cottonwood	-	51,897	51,897
01-0000000-42113	SDFs-Little Dry Creek	-	59,520	59,520
01-0000000-42114	SDFs-Cherry Creek	-	598	598
01-0000000-42119	SDFs-Happy Canyon Creek	-	114,614	114,614
01-0000000-42120	SDFs-Basin Group 4 - Lower Senac Creek Basin	-	2,887	2,887
01-0000000-42121	SDFs-Greenwood Gulch	-	126,240	126,240
01-0000000-42125	SDFs-Piney Creek	-	402	402
01-0000000-42126	SDFs-SJCD Basin	-	20,864	20,864
01-0000000-42129	SDFs-First Creek	-	105,348	105,348
01-0000000-42130	SDFs-Murphy Creek Basin	-	4,006	4,006
01-0000000-43001	Floodplain Permits	5,000	-	(5,000)
01-0000000-43002	GESC Permits	100,000	(1,760)	(101,760)
01-0000000-43003	Other Permits	36,000	185,540	149,540
01-0000000-43004	City Collected Review Fees	70,000	208,636	138,636
01-0000000-43006	Other Review Fees	135,000	70,179	(64,821)
01-0000000-43007	Noncompliance Fees	9,000	16,956	7,956
01-0000000-44001	Interest Income	8,000	52,997	44,997
01-0000000-44002	Miscellaneous Revenue	25,000	12,709	(12,291)
01-0000000-44003	SPLASH Revenue	10,000	8,400	(1,600)
01-0000000-44004	Delinquency Charges	3,500	-	(3,500)
01-0000000-45005	Intergov Revenue - CCBWQA	-	75,000	75,000
01-0000000-45099	Other Intergovernmental Revenues	800,000	818,795	18,795
<b>TOTAL REVENUES</b>		<b>13,984,041</b>	<b>13,976,887</b>	<b>(7,154)</b>

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

<b>EXPENDITURES</b>	<b>Annual Budget</b>	<b>Year to Date Actual</b>	<b>Variance</b>
<b>Administrative</b>			
01-0000001-51001 Salaries	770,758	545,086	225,672
01-0000001-51003 Salaries-Overtime	8,000	-	8,000
01-0000001-51005 Director Salaries	8,000	3,400	4,600
01-0000001-51101 Employer FICA	60,187	39,375	20,812
01-0000001-51102 Employer Retirement	69,368	42,644	26,724
01-0000001-51104 Employer Unemployment	2,360	1,278	1,082
01-0000001-51105 Employer Health Insurance	93,905	52,277	41,628
01-0000001-51106 Employer Dental	5,352	2,945	2,407
01-0000001-51107 Employer Vision	1,672	795	877
01-0000001-51108 Employer Disability/Life	5,009	2,369	2,640
01-0000001-52002 Stormwater Fee Consulting	35,000	-	35,000
01-0000001-52101 Legal Services	90,000	36,075	53,925
01-0000001-52102 HR Consulting Services	32,000	31,626	374
01-0000001-52103 Audit Services	15,000	15,000	0
01-0000001-52104 Financial Services	110,000	70,820	39,180
01-0000001-52106 County Treasurer's Fees	180,657	163,967	16,690
01-0000001-52107 Benefits Administration	1,000	462	538
01-0000001-52110 Software Maintenance	65,000	44,469	20,531
01-0000001-52112 GIS Management	60,000	2,011	57,989
01-0000001-52115 Payroll Service	10,000	4,551	5,449
01-0000001-52207 Coffee Service	3,000	953	2,047
01-0000001-52401 Mileage Reimbursement	500	164	336
01-0000001-52403 Business Meals	5,000	301	4,699
01-0000001-52405 Training	25,000	9,672	15,328
01-0000001-52501 HR Advertising	10,000	3,530	6,470
01-0000001-52502 Legal Publications	200	40	160
01-0000001-52503 Workers Compensation	35,000	24,290	10,710
01-0000001-52504 Property & Liability Insurance	70,000	54,190	15,810
01-0000001-52505 Printing & Publishing	2,000	1,968	32
01-0000001-52510 Other Contractual Services	101,000	25,726	75,274
01-0000001-52511 Dues & Subscriptions	15,000	9,283	5,717
01-0000001-52512 Postage	2,500	347	2,153
01-0000001-53007 Computer Software	2,500	-	2,500
01-0000001-53201 Office Supplies	15,000	8,503	6,497
01-0000001-54101 Billing Services	60,000	17,579	42,421
01-0000001-54104 Major Software Systems-Energov	70,000	75,092	(5,092)
<b>Total Administrative</b>	<b>2,039,968</b>	<b>1,290,788</b>	<b>749,180</b>

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

		<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>Maintenance and Inspection</b>				
01-0000003-51001	Salaries	1,470,245	948,374	521,871
01-0000003-51002	Salaries-Seasonal/Intern	10,000	-	10,000
01-0000003-51003	Salaries-Overtime	8,000	-	8,000
01-0000003-51101	Employer FICA	113,851	69,756	44,095
01-0000003-51102	Employer Retirement	132,322	77,254	55,068
01-0000003-51104	Employer Unemployment	4,465	2,268	2,197
01-0000003-51105	Employer Health Insurance	158,831	125,170	33,661
01-0000003-51106	Employer Dental	8,208	7,392	816
01-0000003-51107	Employer Vision	2,706	1,995	711
01-0000003-51108	Employer Disability/Life	7,711	6,002	1,709
01-0000003-52001	Professional Services	70,000	7,064	62,936
01-0000003-52012	Dump Fees	50,000	17,161	32,839
01-0000003-52013	Mowing, Vegetation & Debris Management	125,000	70,026	54,974
01-0000003-52032	Weed Control	240,000	113,339	126,661
01-0000003-52040	811 Contract	225,000	116,648	108,352
01-0000003-52218	Landscape Maint - Drainage Properties	35,000	14,487	20,513
01-0000003-52219	Prairie Dog Control	3,000	2,700	300
01-0000003-52220	Rodent Control	3,500	3,440	60
01-0000003-52221	High Line Canal Maintenance	35,000	3,000	32,000
01-0000003-52301	Cellular Telephone	9,000	6,639	2,361
01-0000003-52302	Equipment Rental	55,000	7,530	47,470
01-0000003-52303	Vehicle Maintenance	25,000	18,595	6,405
01-0000003-52307	Equipment Maintenance	15,000	17,792	(2,792)
01-0000003-52308	Trucking	45,000	7,688	37,312
01-0000003-52401	Mileage Reimbursement	2,500	-	2,500
01-0000003-52403	Business Meals	280	498	(218)
01-0000003-52405	Training	25,000	528	24,472
01-0000003-52510	Other Contractual Services	10,000	597	9,403
01-0000003-52511	Dues & Subscriptions	3,000	837	2,163
01-0000003-52513	Utilities & Maint-SEMSWA Owned Property	10,000	11,953	(1,953)
01-0000003-53002	Field Operating Supplies	30,000	10,963	19,037
01-0000003-53003	Tools	8,000	2,243	5,757
01-0000003-53006	Uniforms	8,000	5,410	2,590
01-0000003-53101	Gas & Oil	30,000	34,401	(4,401)
01-0000003-53102	Vehicle Parts & Supplies	12,000	6,524	5,476
01-0000003-54201	Other Capital Outlay	80,000	19,950	60,050
<b>Total Maintenance and Inspection</b>		<u>3,070,619</u>	<u>1,738,224</u>	<u>1,332,395</u>

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

		<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>Environmental Resources</b>				
01-0000004-51001	Salaries	206,945	124,502	82,443
01-0000004-51101	Employer FICA	15,831	8,984	6,847
01-0000004-51102	Employer Retirement	18,625	10,286	8,339
01-0000004-51104	Employer Unemployment	621	302	319
01-0000004-51105	Employer Health Insurance	43,458	12,209	31,249
01-0000004-51106	Employer Dental	2,784	648	2,136
01-0000004-51107	Employer Vision	870	175	695
01-0000004-51108	Employer Disability/Life	2,604	566	2,038
01-0000004-52001	Professional Services	102,000	35,074	66,926
01-0000004-52009	Curbside	80,000	43,229	36,771
01-0000004-52016	Program 1 & 2 Outreach	20,000	3,709	16,291
01-0000004-52401	Mileage Reimbursement	600	90	510
01-0000004-52403	Business Meals	1,000	253	747
01-0000004-52405	Training	8,000	217	7,783
01-0000004-52505	Printing & Publishing	20,000	13,734	6,266
01-0000004-52506	Permit Fees	6,320	4,860	1,460
01-0000004-52507	Cherry Creek Stewardship Partners	6,500	-	6,500
01-0000004-52508	Colorado Stormwater Council	1,300	-	1,300
01-0000004-52509	SPLASH	5,500	3,791	1,709
01-0000004-52510	Other Contractual Services	10,000	4,052	5,948
01-0000004-52511	Dues & Subscriptions	5,000	1,300	3,700
01-0000004-53005	Other Operating Equipment	1,000	255	745
<b>Total Environmental Resources</b>		<u>558,958</u>	<u>268,236</u>	<u>290,722</u>

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>Engineering and Construction</b>			
01-0000010-51001 Salaries	1,069,738	592,896	476,842
01-0000010-51101 Employer FICA	81,835	42,859	38,976
01-0000010-51102 Employer Retirement	96,276	52,042	44,234
01-0000010-51104 Employer Unemployment	3,209	1,377	1,832
01-0000010-51105 Employer Health Insurance	103,176	56,442	46,734
01-0000010-51106 Employer Dental	6,066	3,267	2,799
01-0000010-51107 Employer Vision	2,784	882	1,902
01-0000010-51108 Employer Disability/Life	5,508	2,573	2,935
01-0000010-52001 Professional Services	146,000	37,991	108,009
01-0000010-52006 Master Planning	150,000	-	150,000
01-0000010-52020 Advertising	1,500	-	1,500
01-0000010-52401 Mileage Reimbursement	1,700	323	1,377
01-0000010-52403 Business Meals	500	-	500
01-0000010-52405 Training	15,750	7,098	8,652
01-0000010-52406 Tuition Reimbursement	1,200	-	1,200
01-0000010-52510 Other Contractual	200	-	200
01-0000010-52511 Dues & Subscriptions	3,110	3,295	(185)
01-0000010-53003 Tools	2,000	506	1,494
<b>Total Engineering and Construction</b>	<u>1,690,552</u>	<u>801,551</u>	<u>889,001</u>
<b>Building and Space</b>			
01-0000006-52105 IT Management	85,000	45,329	39,671
01-0000006-52202 Cleaning Services	30,300	19,456	10,844
01-0000006-52203 Building Maintenance	20,000	7,591	12,409
01-0000006-52205 Electric and Gas Service	46,000	23,560	22,440
01-0000006-52209 Other Building and Space Costs	20,000	2,829	17,171
01-0000006-52210 New Building Loan	304,682	228,511	76,171
01-0000006-52211 Internet and Telephone	35,000	24,114	10,886
01-0000006-52212 Security System	10,000	1,927	8,073
01-0000006-52213 Trash Service	9,600	4,500	5,100
01-0000006-52214 Water Service and Sewer	20,000	15,506	4,494
01-0000006-52216 Pest Control Service	1,200	665	535
01-0000006-52217 HVAC Maintenance	20,000	871	19,129
01-0000006-52218 Landscape Maintenance	45,000	24,856	20,144
01-0000006-53204 Building Supplies	12,000	4,280	7,720
01-0000006-54105 Office Furniture & Equipment	30,000	18,583	11,417
<b>Total Building and Space</b>	<u>688,782</u>	<u>422,578</u>	<u>266,204</u>

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>Capital</b>			
01-0000007-52514 Grant Program	50,000	-	50,000
01-0000007-54001 Vehicles	600,000	-	600,000
01-0000007-54202 Building	406,377	45,050	361,327
01-0000007-54305 Computer/Equipment	35,000	20,304	14,696
<b>Total Capital</b>	<u>1,091,377</u>	<u>65,354</u>	<u>1,026,023</u>
<b>Debt Service</b>			
01-0000008-55004 ACWWA Repay Agreements	100,000	212,504	(112,504)
01-0000008-55005 Debt Service-Piney Creek Loan	1,094,478	547,239	547,239
<b>Total Debt Service</b>	<u>1,194,478</u>	<u>759,743</u>	<u>434,735</u>
<b>Asset Maintenance</b>			
01-0000011-54471 CIPP	2,228,181	870,931	1,357,250
01-0000011-54500 E. Costilla Drainage	-	23,282	(23,282)
01-0000011-54503 W-8	-	11,431	(11,431)
01-0000011-54504 Pond D-0	-	27,389	(27,389)
01-0000011-54512 Yosemite-Resolute Tributary	-	2,404	(2,404)
01-0000011-54514 Jamison Trib. Rehab Phase 2	-	2,511	(2,511)
01-0000011-54516 Noble Inlets at Arapahoe	-	17,944	(17,944)
01-0000011-54520 Dallas St. Channel	-	14,446	(14,446)
01-0000011-54522 Georgetown Village	-	29,613	(29,613)
01-0000011-54525 Lower Rampart pond retrofit	-	15,702	(15,702)
01-0000011-54526 Willow Creek 2 Drainage Study	-	8,929	(8,929)
01-0000011-54527 Trib C Inverness Forebay and Channel	-	22,823	(22,823)
01-0000011-54529 Arapahoe Road Inlets	-	79,200	(79,200)
01-0000011-54530 Inlet at Holly to Little Dry Creek	-	5,114	(5,114)
01-0000011-54531 New World West	-	13,781	(13,781)
01-0000011-54532 Piney at Frasier vegetation	-	62,434	(62,434)
01-0000011-54533 Inverness Golf Course Debris Removal	-	36,000	(36,000)
01-0000011-54534 Jackson St. Emergency MH repair	-	3,818	(3,818)
01-0000011-55555 Project Budget	1,598,154	-	1,598,154
<b>Total Asset Maintenance</b>	<u>3,826,335</u>	<u>1,247,752</u>	<u>2,578,583</u>
<b>Total Operating Expenditures</b>	<b>14,161,069</b>	<b>6,594,226</b>	<b>7,566,843</b>

**SOUTHEAST METRO STORMWATER AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUNDS AVAILABLE - BUDGET AND ACTUAL**  
**FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>CIP Projects</b>			
01-1311005-55555 BDC Otero Tributary at Phillips Crossing	892,000	834,780	57,220
01-1610003-55555 Big Dry Creek at Easter Crossing	9,000	3,229	5,771
01-1610017-55555 Big Dry Creek at Arapahoe Road Bridge	365,000	365,000	-
01-1610019-55555 Big Dry Creek Stream Stabilization	250,000	250,000	-
01-1610020-55555 Dove Valley - Green Acres Tributary	10,000	5,302	4,698
01-1810002-55555 Orchard at Franklin Storm Sewer	500,000	-	500,000
01-1810008-55555 BDC Reach 12 Downstream of Dry Creek	4,000	694	3,306
01-1810012-55555 Unnamed Creek Reach 9 Stabilization	200,000	200,000	-
01-1810014-55555 East Tollgate Creek Reach 4 - Dove Hill	47,000	40,220	6,780
01-1810016-55555 CIP Project Restoration and Monitoring	100,000	44,990	55,010
01-1900010-55555 Happy Canyon Jordan Rd to Broncos Pkwy	200,000	200,000	-
01-2000004-55555 Stonetree Drainage and Pond Retrofit	1,300,000	1,184,418	115,582
01-2000007-55555 Dove Creek Otero to Chambers	200,000	187,317	12,683
01-2100001-55555 Willow Creek Stabilization - County Line to Quebec	100,000	100,000	-
01-2100002-55555 Lee Gulch at Clarkson Street	155,000	59,497	95,503
01-2100004-55555 Cherry Creek Reaches 3 and 4	70,000	20,000	50,000
01-2200000-55555 Other Projects	49,884	-	49,884
01-2200001-55555 Little Dry Creek - Easter Place to Holly Dam	100,000	100,000	-
01-2200002-55555 Piney Creek Reaches 1 and 2 - Parker Rd to Confluence	124,000	-	124,000
<b>Total Projects Expenditures</b>	<u>4,675,884</u>	<u>3,595,447</u>	<u>1,080,437</u>
<b>TOTAL EXPENDITURES</b>	<b><u>18,836,953</u></b>	<b><u>10,189,673</u></b>	<b><u>8,647,280</u></b>
<b>NET CHANGE IN FUNDS AVAILABLE</b>	(4,852,912)	3,787,214	8,640,126
<b>FUNDS AVAILABLE - BEGINNING</b>	7,851,806	7,843,330	(8,476)
<b>FUNDS AVAILABLE - ENDING</b>	<u>2,998,894</u>	<u>11,630,544</u>	<u>8,631,650</u>

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY  
COMPARATIVE BALANCE SHEET (BUDGETARY BASIS)  
FOR THE MONTHS ENDED JULY 31, 2022 AND JUNE 30, 2022**

	<b>August 2022</b>	<b>July 2022</b>
<b>RESERVES &amp; DESIGNATIONS</b>		
<b>Reserves</b>		
Grant Program	50,000	50,000
Emergency Reserve	1,000,000	1,000,000
Vehicle Replacement	600,000	600,000
Computer Replacement	14,836	14,836
<b>SPLASH Reserve</b>	40,460	40,782
<b>Total Reserves</b>	1,655,296	1,655,618
<b>Designations--CIP Projects</b>		
BDC Otero Tributary	57,219	110,366
BDC at Easter	5,771	5,771
Dove Valley-Green Acres Tributary	4,698	4,698
Orchard at Franklin Storm Sewer	500,000	500,000
BDC Reach 12 Downstream of Dry Creek Rd	3,306	3,306
East Tollgate Creek Reach 4 - Dove Hill	6,780	12,361
CIP Project Restoration and Monitoring	55,010	62,515
Stonetree Storm Sewer and Pond Retrofit	115,582	722,100
Dove Creek Otero to Chambers	12,683	29,800
Lee Gulch at Clarkson Street	95,503	110,124
Cherry Creek Reaches 3 and 4	50,000	50,000
Piney Creek Reaches 1 and 2 - Parker Rd to Confluence	124,000	124,000
Other Projects	49,884	49,884
<b>Total CIP Projects Designations</b>	1,080,436	1,784,925
<b>Designations--Other</b>		
<b>Asset Maintenance Projects</b>		
Pipeline Repair/Replacement	1,357,249	1,357,249
Contract Maintenance	1,221,333	1,233,833
<b>2022 Operations</b>	6,316,230	6,874,179
<b>Total Other Designations</b>	8,894,812	9,465,261
<b>Total Reserves and Designations</b>	11,630,544	12,905,804

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY  
COMPARATIVE BALANCE SHEET (BUDGETARY BASIS)  
FOR THE MONTHS ENDED JULY 31, 2022 AND JUNE 30, 2022**

	<u>2022 Budget</u>	<u>YTD Expenditures</u>
<b>Analysis of Contract Maintenance</b>		
D-0 outfall to Dove Creek	50,000	27,389
Yosemite-Resolute Tributary	95,000	2,404
E. Costilla Blvd Drainage	30,000	23,282
Jamison Trib Rehab - Phase 2	90,000	2,511
W-8 Forebay	20,000	11,431
Arapahoe Road Inlet Collars	80,000	79,200
2022 Concrete Replacement	25,000	-
Huntington Estates (Dallas St. Channel)	20,566	14,446
Georgetown Village drainage study	30,000	29,613
Inlet at Holly to Little Dry Creek	30,000	5,114
Noble grate removals/Arapahoe Road Inlets	140,000	17,944
Willow Creek 2 drainage study at Mineral	9,000	8,929
Tributary C Inverness Forebay and Channel design	50,000	22,823
Lower Rampart pond retrofit	798,154	15,702
New World West	32,000	13,781
Piney at Frasier vegetation	62,434	62,434
Inverness Golf Course Debris Removal	36,000	36,000
Jackson St. Emergency MH Repair	-	3,818
<b>Total</b>	<u>1,598,154</u>	<u>376,821</u>
<b>Budget Remaining</b>	<u>1,221,333</u>	

No assurance is provided on these financial statements. Substantially all required disclosures and the statement of cash flows have been omitted.

**SOUTHEAST METRO STORMWATER AUTHORITY  
2022 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Formation of the Authority

The Authority was formed on September 19, 2006, pursuant to section 29-1-204.2, C.R.S., by an Intergovernmental Agreement between Arapahoe County, the City of Centennial, the Arapahoe County Water and Wastewater Authority, the East Cherry Creek Valley Water and Sanitation District, and the Inverness Water and Sanitation District. The purpose of the Authority is to plan, fund, construct, acquire, operate and maintain drainage and flood control facilities as determined by the Authority's board of directors through a coordinated and cooperative intergovernmental effort.

Enterprise Designation

Pursuant to Resolution 1, Series of 2006, the board of directors established the Authority as an enterprise as defined in Article X, Section 20 of the State of Colorado Constitution.

Budgetary Basis of Accounting

The Authority prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the Authority believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Significant Assumptions

- Stormwater utility fees are calculated based on impervious areas of all parcels within the boundaries of the Authority.
- Operating expenses were budgeted based upon prior year budgets with increases in certain personnel related expenses such as payroll, benefits, training, dues, and other professional services.
- Capital improvement project costs are prioritized through careful considerations by the Authority's engineering team and can be funded with the assistance of other governmental agencies through intergovernmental agreements.
- Reserves have been established for vehicle replacement, major building repairs, and computer replacements in 2022.

COVID-19 Impact

At the time of the adoption of the budget, management does not believe the COVID-19 pandemic will have a significant financial impact on the organization. However, if unanticipated COVID-related events or circumstances occur during 2022, management has developed contingency plans for such events or occurrences.

**Southeast Metro Stormwater Authority**  
**Budget Summary**  
**Year Ending December 31, 2023**

	2021	Revised	Estimated	2023	Projected	Projected	Projected	Projected
Description	Actual	2022 Budget	2022	Budget	2024	2025	2026	2027
<b>Revenue</b>								
Revenue - Restricted	\$1,185,637.00	\$1,080,000.00	\$1,091,126.00	\$581,000.00	\$569,000.00	\$555,000.00	\$690,000.00	\$780,000.00
Revenue - Unrestricted	\$12,855,199.00	\$12,904,041.00	\$13,415,864.00	\$13,547,514.00	\$14,079,826.00	\$14,420,746.00	\$14,770,190.00	\$15,128,370.00
<b>Total Revenue</b>	\$14,040,836.00	\$13,984,041.00	\$14,506,990.00	\$14,128,514.00	\$14,648,826.00	\$14,975,746.00	\$15,460,190.00	\$15,908,370.00
<b>Expenses/Expenditures</b>								
Administration	\$1,710,488.00	\$2,039,968.00	\$1,906,896.00	\$2,225,458.00	\$2,253,400.00	\$2,302,356.00	\$2,352,611.00	\$2,404,210.00
Maintenance & Inspections	\$2,698,779.00	\$3,070,619.00	\$2,852,332.00	\$3,221,432.00	\$3,297,054.00	\$3,375,631.00	\$3,456,438.00	\$3,539,555.00
Environmental Resources	\$512,435.00	\$558,958.00	\$420,274.00	\$489,557.00	\$468,067.00	\$475,486.00	\$483,064.00	\$490,807.00
Engineering and Construction	\$1,750,832.00	\$1,690,552.00	\$1,508,396.00	\$1,792,608.00	\$1,805,349.00	\$1,819,313.00	\$1,864,547.00	\$1,911,088.00
Building & Space	\$616,563.00	\$688,782.00	\$638,722.00	\$703,882.00	\$700,226.00	\$707,392.00	\$714,699.00	\$722,150.00
Capital Expenditures	\$196,749.00	\$1,091,377.00	\$80,000.00	\$751,377.00	\$351,000.00	\$866,000.00	\$351,000.00	\$351,000.00
Debt Service	\$1,193,941.00	\$1,194,478.00	\$1,306,982.00	\$1,094,478.00	\$0.00	\$0.00	\$0.00	\$0.00
Asset Maintenance	\$1,688,641.00	\$3,826,335.00	\$3,826,335.00	\$2,300,000.00	\$2,300,000.00	\$2,050,000.00	\$2,050,000.00	\$2,050,000.00
Capital Improvement Program	\$5,794,937.00	\$4,675,884.00	\$4,675,884.00	\$4,088,887.00	\$4,088,887.00	\$4,088,887.00	\$4,288,887.00	\$4,288,887.00
<b>Total Expenses/Expenditures</b>	\$16,163,365.00	\$18,836,953.00	\$17,215,821.00	\$16,667,679.00	\$15,263,983.00	\$15,685,065.00	\$15,561,246.00	\$15,757,697.00
<b>Increase (Decrease) in Fund Balance</b>	(\$2,122,529.00)	(\$4,852,912.00)	(\$2,708,831.00)	(\$2,539,165.00)	(\$615,157.00)	(\$709,319.00)	(\$101,056.00)	\$150,673.00
<b>Fund Balance - Beginning</b>	\$9,968,000.00	\$7,851,806.00	\$7,845,471.00	\$5,136,640.00	\$2,597,475.00	\$1,982,318.00	\$1,272,999.00	\$1,171,943.00
<b>Fund Balance - Ending</b>	\$7,845,471.00	\$2,998,894.00	\$5,136,640.00	\$2,597,475.00	\$1,982,318.00	\$1,272,999.00	\$1,171,943.00	\$1,322,616.00
<b>Reserves and Designations</b>								
Loan Reserve	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Vehicles	\$152,490.00	\$152,490.00	\$210,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building	\$0.00	\$0.00	\$406,377.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Computer Replacement	\$23,261.00	\$23,261.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPLASH	\$6,920.00	\$6,920.00	\$38,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Unreserved</b>	\$6,662,800.00	\$1,816,223.00	\$3,446,512.00	\$1,597,475.00	\$982,318.00	\$272,999.00	\$171,943.00	\$322,616.00
	\$7,845,471.00	\$2,998,894.00	\$5,136,640.00	\$2,597,475.00	\$1,982,318.00	\$1,272,999.00	\$1,171,943.00	\$1,322,616.00

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 22-20  
Adoption of Revised SEMSWA Fee Schedule

WHEREAS, on September 21, 2016, pursuant to Resolution 16-26, the SEMSWA Board of Directors adopted a Budget Policy whereby the Board will annually adjust the Annual Stormwater Fee Schedule, hereinafter "Fee Schedule", to account for the effects of inflation on SEMSWA's annual budget; and

WHEREAS, the three-year average of the Denver-Aurora-Lakewood Consumer Price Index for 2019, 2020, and 2021 is 2.472%; and

WHEREAS, on June 24, 2009, the Board of Directors of SEMSWA acting by and through SEMSWA Water Activity Enterprise, passed Resolution 09-20, which adopted and authorized the implementation of the System Development Fee (SDF) Policy, including an SDF Schedule for the watersheds in the SEMSWA service area; and

WHEREAS, SDFs should also be adjusted to account for the effects of inflation; and

WHEREAS, in compliance with the aforementioned policies, SEMSWA has created a revised Fee Schedule (Fee Schedule effective January 1, 2023) containing a 2.472% increase in Annual Stormwater Fees and SDFs.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board approves the revised Fee Schedule, attached as Exhibit A and effective January 1, 2023, replacing the Fee Schedule adopted on August 1, 2022, and said Fee Schedule is hereby adopted in its entirety and the amounts set forth therein shall apply until changed by resolution.

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

Date: September 21, 2022

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
Attorney for  
Southeast Metro Stormwater Authority

By \_\_\_\_\_  
Edward J. Krisor

# Southeast Metro Stormwater Authority Fee Schedule

## Section I. Annual Stormwater Fees

1/1/2023

<b>Fee Type</b>	<b>Impervious Area</b>	<b>Fee or Rate</b>	<b>2022 Fee/Rate for Comparison</b>
SFR Tier 1	>100 to 2,000	\$65.55	\$63.97
SFR Tier 2	2,001 to 2,900	\$87.88	\$85.76
SFR Tier 3	2,901 to 3,900	\$114.35	\$111.59
SFR Tier 4	3,901 to 7,500	\$153.40	\$149.70
SFR Tier 5	>7,501	\$333.31	\$325.27
NSFR 1	2% to 40%	\$22.49 per 1,000 Sq Ft Impervious	\$21.95
NSFR 2	41% to 70%	\$34.62 per 1,000 Sq Ft Impervious	\$33.78
NSFR 3	71% to 100%	\$46.72 per 1,000 Sq Ft Impervious	\$45.59
One-time stormwater delinquency fee		\$47.00 per parcel	\$47.00

## Section II. Review and Permit Fees

no change from last  
Board approved fee  
increase

1/1/2023

Review Fee Category	Fee in City	Fee in County
<b>Construction Drawings</b>		
< 1 acre	\$1,000	\$605
1-4.99 acres	\$1,375	\$825
5-9.99 acres	\$1,660	\$995
10-19.99 acres	\$1,975	\$1,185
>20 acres	\$2,660	\$1,595
<b>Drainage Report</b>		
Phase III		
< 1 acre	\$1,000	\$605
1-4.99 acres	\$1,375	\$825
5-9.99 acres	\$1,660	\$995
10-19.99 acres	\$1,975	\$1,185
>20 acres	\$2,660	\$1,595
Letter of Compliance / Technical Letter	\$735	\$440
Phase II or Transition		
< 1 acre	\$735	\$440
1-4.99 acres	\$1,000	\$600
5-9.99 acres	\$1,270	\$760
10-19.99 acres	\$1,475	\$885
>20 acres	\$1,995	\$1,195
Phase I		
< 5 acres	\$530	\$320
5 to 20 acres	\$665	\$400
Greater than 20 acres	\$800	\$475
<b>Operations and Maintenance</b>		
O&M Manual & Standard Maintenance Agreement	\$750	\$665
<b>GESC Plan and Report</b>		
Low Impact GESC / Single Family Individual Lot	\$250	\$250
Standard GESC:		
0-4.99 acres	\$1,135	\$1,135
5-9.99 acres	\$1,595	\$1,595
10-19.99 acres	\$1,900	\$1,900
>20 acres	\$2,925	\$2,925
Water Control Plan	\$1,135	\$1,135
<b>Floodplain Modification Analysis</b>		
Floodplain Modification Study/CLOMR	\$3,195	\$3,195
LOMR	\$1,595	\$1,595
Floodplain Modification Study Only (no CLOMR)	\$2,395	\$2,395
No Impact Certification	\$250	\$250
No Impact Analysis <sup>1</sup>	\$450	\$450
<sup>1</sup> Analysis is defined as submittal and staff time required to determine if "No Impact"		
<b>Easements</b>		
Legal Description and Exhibit & Standard Easement Agreement	\$665	N.A.

Review Fee Category	Fee in City	Fee County
<b>Agreements</b>		
Public Improvement Agreement (PIA) & Engineer's Cost Estimate	\$800	N.A.
License or Offsite Agreement	\$550	N.A.
Non-Standard Agreement (Including Intergovernmental Agreement, Easement & Maintenance)	\$550 + Actual Cost (Attorney) (Per agreement)	N.A.
<b>Site Plans and Plats</b>		
Site Plans	\$1,000	N.A.
Plats	\$400	N.A.
<b>Expedited Reviews</b>		
Half of Assigned Time	2 x the review fee	2 x the review fee
<b>Recordation Charges</b>		
PIAs, O&M Manuals, Agreements, Easements, and other documents will be assessed the recording fees charged by the Arapahoe County Recorder's Office + \$2 per document for electronic recording when document is electronically recorded.		

Permit Fee Category	Fee in City	Fee in County
<b>Grading, Erosion &amp; Sediment Control (GESC)</b>		
Low Impact GESC	\$470	\$470
Single Family Individual Lot	\$1,135	\$1,135
Annual Dry Utility:		
Single Site	\$500	\$500
Multiple Sites	\$2,500	\$2,500
Annual District: Multiple Sites	\$3,500	\$3,500
GESC Permits:		
< 1 acre	\$1,135	\$1,135
1 - 4.99 acres	\$1,760	\$1,760
5 - 9.99 acres	\$2,620	\$2,620
10 - 19.99 acres	\$3,460	\$3,460
20 - 49.99 acres	\$4,485	\$4,485
>50 acres	\$4,485 + \$20/acre	\$4,485 + \$20/acre
<b>Stormwater Public Improvement Permit (SPI)</b>		
<b>Cost from Engineers Estimate:</b>	<b>Cost from the Stormwater Public Improvement ECE</b>	<b>Water Quality cost from the County SIA ECE</b>
0-\$9,999	\$650	\$650
\$10,000-\$49,999	\$1,950	\$975
\$50,000-\$149,999	\$3,000	\$1,500
\$150,000-\$249,999	\$4,000	\$2,000
>\$250,000	\$5000+\$500/ every additional \$50,000 on the ECE	\$2500+\$500/ every additional \$50,000 on the ECE
<b>Floodplain Development Permit</b>		
No Impact Permit	\$80	\$80
Standard Permit	\$720	\$720
Annual Permit (No Impact Only): Multiple Sites	\$500	\$500

no change from  
last Board  
approved fee  
increase

1/1/2023

Miscellaneous Fees			Applies to		
Fee Category	Fee in City	Fee in County	GESC Permit	SPIP	FPDP
<b>Permit Fees</b>					
Failure to obtain permit	½ permit value/day of work without permit (max)	½ permit value/day of work without permit (max)*	Yes	Yes	City Only
Permit Renewal	1/2 current permit fee prior to Initial Close Out (ICO) or Probationary Acceptance (PA); \$250 after ICO or PA; \$0 if GESC Low Impact	1/2 current permit fee prior to Initial Close Out (ICO) or Probationary Acceptance (PA); \$250 after ICO or PA; \$0 if GESC Low Impact	Yes	Yes	Yes
Permit Transfer	\$250	1/1/2021	Yes	Yes	Yes
Permit Amendment	1/2 current permit fee	1/2 current permit fee	Yes	Yes	Yes
Permit Reinstatement	2x current permit fee (max)	2x current permit fee (max)*	Yes	Yes	City Only
Site Re-inspection Fee	1 <sup>st</sup> occurrence: \$160; 2 <sup>nd</sup> : \$500; 3 <sup>rd</sup> : \$1,000	1 <sup>st</sup> occurrence: \$160; 2 <sup>nd</sup> : \$500; 3 <sup>rd</sup> : \$1,000*	Yes	Yes	City Only
Weekend or After Hours Inspections	\$80.00/hour, 2 hour minimum	\$80.00/hour, 2 hour minimum*	Yes	Yes	City Only
<b>Plan Renewal</b>					
GESC Plan, Drainage Report & CDs	\$250 (per document)	\$250 (per document)			
<b>Plan Amendment</b>					
GESC Plan, Drainage Report & CDs	½ current plan review fee (per document)	½ current plan review fee (per document)*			

\*For projects in Arapahoe County jurisdiction, this fee only applies to GESC

Definition of Terms:

*Transfer* : Change in responsible party

*Reinstatement* : Permit renewal after Stop Work Order and/or Notice of

*Renewal* : Re-approval after expiration (no

*Amendment*: Re-approval due to plan changes

Section III. SDF Fees

1/1/2023

Basin	Impervious Acre (\$)	Basin	Impervious Acre (\$)
<b>Basin Group 1</b>		<b>Basin Group 2b</b>	
Bear Creek	\$11,042	Dove Creek	\$1,923
Big Dry Creek	\$12,000	Lone Tree Creek	\$1,826
Coon Creek	\$11,042	Windmill Creek	\$1,276
Dutch Creek	\$12,000	<b>Basin Group 3</b>	
Greenwood Gulch	\$12,000	East Toll Gate Creek	\$12,000
Lee Gulch	\$9,660	Unnamed Creek	\$2,304
Little Dry Creek	\$12,000	West Toll Gate Creek	\$836
Little's Creek	\$12,000	<b>Basin Group 4</b>	
SJCD(N)	\$11,042	Coal Creek	\$990
SJCD(S)	\$11,042	First Creek	\$8,996
Slaughterhouse Gulch	\$12,000	Murphy Creek	\$12,000
UDFCD ID 66	\$11,042	Sand Creek	\$12,000
UDFCD ID 67	\$11,042	Lower Senac Creek	\$5,705
Willow Creek	\$6,675	Upper Senac Creek	\$7,938
<b>Basin Group 2a</b>		<b>Basin Group 5</b>	
Antelope Creek	\$10,533	5000	\$2,695
Cottonwood Creek	\$5,490	Harvard Gulch	\$2,695
Happy Canyon Creek	\$11,012	Lower Cherry Creek	\$2,695
Piney Creek	\$10,533	Lower Goldsmith Gulch	\$2,695
Saddle Rock Ranches	\$10,533	Westerly Creek	\$12,000
Sampson Gulch	\$10,533		
UDFCD ID 4406	\$8,842		
Upper Cherry Creek	\$6,109		
Upper Goldsmith Gulch	\$11,067		

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 22-21

Authorization to Enter into an Agreement with Cherry Creek Basin Water Quality Authority (CCBWQA)  
to Fund the Design of the Piney Creek Reaches 1 and 2 Channel Improvements

WHEREAS, the Piney Creek Reach 1 and 2 Channel Improvements (Project) were identified in the study titled "Piney Creek Major Drainageway Plan Conceptual Design Report" by WRC Engineering, Inc., dated February 2012 (the Plan); and

WHEREAS, the instability and flood capacity of Piney Creek Reaches 1 and 2 has resulted in severe erosion that puts existing infrastructure and structures at risk; and

WHEREAS, SEMSWA and CCBWQA now desire to design and construct improvements for grade control, stabilization, and capacity improvements for flood conveyance as identified in the Plan for Reaches 1 and 2 (the Project); and

WHEREAS, \$114,000 is identified in SEMSWA's 2022 Capital Project Budget and \$38,000 is identified in the CCBWQA's 2022 Capital Project Budget for the design and construction of the Project; and

WHEREAS, SEMSWA and CCBWQA are interested in combining resources to design and construct the Project, and SEMSWA has agreed to manage the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes funding in an amount not to exceed \$114,000 for the Project.
2. The Executive Director is authorized to execute an agreement with the CCBWQA for the Project.
3. The SEMSWA funding for the Project is limited to \$114,000 without prior approval of the Board.

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

Date: September 21, 2022

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
Attorney for  
Southeast Metro Stormwater Authority

By \_\_\_\_\_  
Edward J. Krisor

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 22-22

Authorization to Execute Agreement regarding Funding of Major Drainageway Plan (MDP)  
for West Toll Gate Creek Tributaries

WHEREAS, SEMSWA wishes to participate in a Major Drainageway Plan (MDP) for West Toll Gate Creek Tributaries; and

WHEREAS, Mile High Flood District (MHFD) has included the MDP West Toll Gate Creek and Tributaries in its 2022 Work Program at the request of the City of Aurora; and

WHEREAS, SEMSWA will be a co-sponsor of the MDP; and

WHEREAS, MHFD will pay 50 percent of the total project cost (\$200,000) for the MDP, City of Aurora will pay \$40,000 (40.0%) and SEMSWA will pay \$20,000 (10.0%) of the local cost share; and

WHEREAS, West Toll Gate Creek and some of its tributaries were previously studied in a Major Drainageway Plan dated 2012; and

WHEREAS, FEMA floodplain mapping is available for some of the tributaries of West Toll Gate Creek; and MHFD completed a FHAD study dated January 2013 that resulted in a Physical Map Revision (PMR) effective in 2020 for West Toll Gate Creek and some of its tributaries; and

WHEREAS, SEMSWA desires to study West Toll Gate Creek Tributaries to update the effective hydrologic and hydraulic models with the updated and accepted hydrology information; investigate opportunities to incorporate regional detention and water quality improvements; identify areas of flood risk and/or drainage problems; evaluate and recommend design solutions to address such drainage problems and reduce flood risk; and to prioritize and program future SEMSWA capital improvement and/or maintenance projects; and

WHEREAS, SEMSWA has adopted a budget for calendar year 2022 subsequent to public hearing which includes funds for the MDP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director to execute the attached Agreement regarding Funding of Major Drainageway Plan for West Toll Gate Creek Tributaries with MHFD.
2. Total cost for the work authorized herein, without prior authorization of the Board, is \$20,000 payable to MHFD.

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

Date: September 21, 2022

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
Attorney for  
Southeast Metro Stormwater Authority

By \_\_\_\_\_  
Edward J. Krisor

AGREEMENT REGARDING FUNDING OF  
MAJOR DRAINAGEWAY PLANNING FOR  
WEST TOLL GATE CREEK TRIBUTARIES

Agreement No. 22-01.43  
Project No. 108920  
Agreement Amount \$200,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), CITY OF AURORA (hereinafter called "CITY"), and SOUTHEAST METRO STORMWATER AUTHORITY (hereinafter called "SEMSWA"), (hereinafter SEMSWA, and CITY shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2022 (Resolution No. 78, Series of 2021) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan report for West Toll Gate Creek Tributaries (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 30, Series of 2022); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated February 9, 2022 , (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$200,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan Percentage Share	Maximum Contribution
DISTRICT	50.00%	\$100,000
CITY	40.00%	\$80,000
<u>SEMSWA</u>	10.00%	\$20,000
TOTAL	100.00%	\$200,000

Each PARTY’S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY’S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (CITY - \$80,000; SEMSWA - \$20,000; DISTRICT - \$100,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PROJECT SPONSORS of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at PROJECT SPONSORS request, PROJECT SPONSORS share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

DISTRICT shall provide elevation point cloud in LAS data format and elevation contour mapping of AREA with a contour interval of one-foot. Upon execution of this Agreement DISTRICT shall engage a land surveyor judged by DISTRICT to be responsible and qualified to perform the work to supplement the LAS data at hydraulic structures.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for CITY shall be the City of Aurora Director of Utilities, 15151 E. Alameda Avenue, Aurora, Colorado 80012.
- B. The contracting officer for SEMSWA shall be Executive Director, 7437 South Fairplay Street, Centennial, Colorado 80112-4486.
- C. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26<sup>th</sup> Avenue, Suite 156B, Denver, Colorado 80211.
- D. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement.  
However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT

SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected

engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
  - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT D/B/A  
MILE HIGH FLOOD DISTRICT

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Checked By



SOUTHEAST METRO STORMWATER  
AUTHORITY

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

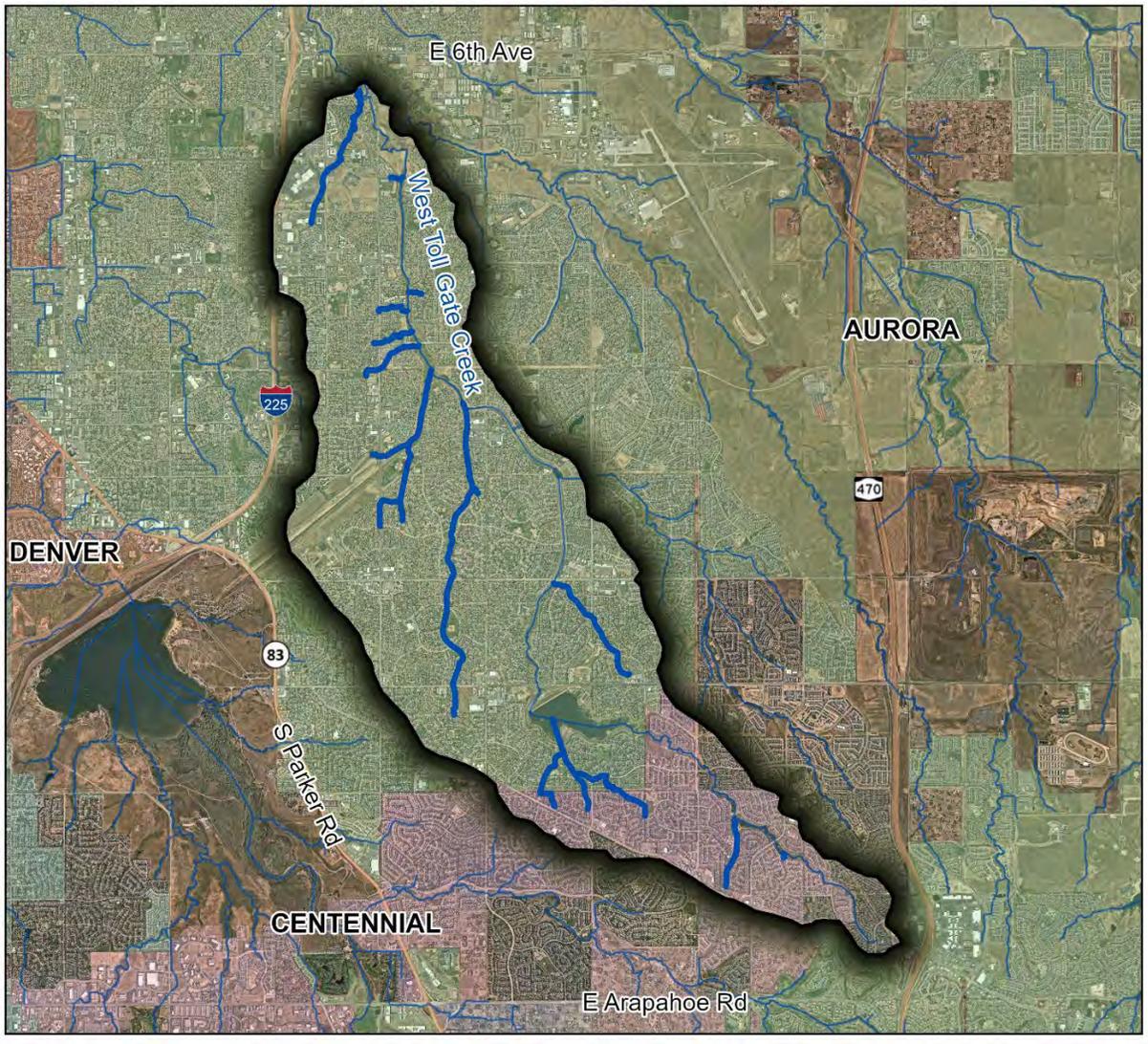
Date\_\_\_\_\_

AGREEMENT REGARDING FUNDING OF  
MAJOR DRAINAGEWAY PLANNING FOR  
WEST TOLL GATE CREEK TRIBUTARIES

Agreement No. 22-01.43  
Project No. 108920  
Agreement Amount \$200,000

**EXHIBIT A**

 <p><b>MHFD</b> MILE HIGH FLOOD DISTRICT</p> <p>0 0.5 1 2 Miles</p>	<h2>West Toll Gate Creek Tributaries</h2>	 <p>Updated: 2/9/2022</p>
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SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 22-23

Authorization to Execute Agreement regarding Funding of Outfall Systems Plan (OSP)  
for Four Square Mile with Mile High Flood District (MHFD)

WHEREAS, SEMSWA wishes to participate in an Outfall Systems Plan (OSP) for Four Square Mile with MHFD; and

WHEREAS, MHFD has included the OSP for Four Square Mile in its 2022 Work Program at the request of the SEMSWA; and

WHEREAS, SEMSWA will be a co-sponsor of the OSP; and

WHEREAS, MHFD will pay 50 percent of the total project cost (\$200,000) for the OSP, City and County of Denver will pay \$45,000 (22.5%), City of Aurora will pay \$10,000 (5.0%), and SEMSWA will pay \$45,000 (22.5%) of the local cost share; and

WHEREAS, FEMA floodplain mapping is available for Four Square Mile; and the OSP will support a future FHAD update to reflect existing and/or future conditions if needed based on the outcome of the OSP; and

WHEREAS, Four Square Mile was previously studied in an OSP in 1985; and

WHEREAS, SEMSWA desires to study Four Square Mile to update the effective hydrologic and hydraulic models with the updated and accepted hydrology information; investigate locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage; identify areas of flood risk and/or drainage problems; and evaluate and recommend design solutions to address such drainage problems and reduce flood risk; and

WHEREAS, SEMSWA has adopted a budget for calendar year 2022 subsequent to public hearing which includes funds for the OSP.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director to execute an Agreement, attached as Exhibit A, regarding Funding of Outfall Systems Plan for Four Square Mile with MHFD.
2. Total cost for the work authorized herein, without prior authorization of the Board, is \$45,000 payable to MHFD.

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

Date: September 21, 2022

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
Attorney for  
Southeast Metro Stormwater Authority

By \_\_\_\_\_  
Edward J. Krisor

AGREEMENT REGARDING FUNDING OF  
MAJOR DRAINAGEWAY PLANNING FOR  
FOUR SQUARE MILE OSP

Agreement No. 22-05.40  
Project No. 109070  
Agreement Amount \$200,000

THIS AGREEMENT, made by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), CITY AND COUNTY OF DENVER, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado (hereinafter called "DENVER"), SOUTHEAST METRO STORMWATER AUTHORITY (hereinafter called "SEMSWA), and CITY OF AURORA, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (hereinafter called "CITY"); (hereinafter DENVER, SEMSWA and CITY shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2022 (Resolution No. 78, Series of 2021) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway outfall systems plan for FOUR SQUARE MILE OSP (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 50, Series of 2022); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT, which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated April 11, 2022, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway outfall system plan, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT culminating in a drainage master plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the master plan report containing an introduction, study area description, and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis sections of the master plan report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. PARTIES will select a single alternative after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the master plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$200,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan <u>Percentage Share</u>	Maximum <u>Contribution</u>
DISTRICT	50.00%	\$100,000
DENVER	22.50%	\$45,000
SEMSWA	22.50%	\$45,000
CITY	5.00%	\$10,000
TOTAL	100.00%	\$200,000

Notwithstanding any other provision of the Agreement, PARTIES maximum payment obligation shall not exceed the financial commitments stated herein. PARTIES are not obligated to execute an Agreement or any amendments for any further services or costs beyond that specifically described in this Agreement. Any services performed or costs incurred beyond those set forth herein are performed without authorization under the Agreement.

Each PARTY’S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY’S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body’s share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (DENVER - \$45,000; SEMSWA - \$45,000; CITY - \$10,000; DISTRICT - \$100,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PROJECT SPONSORS of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at PROJECT SPONSORS request, PROJECT SPONSORS share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

DISTRICT will provide elevation point cloud in LAS data format and elevation contour mapping of AREA with a contour interval of one-foot. Upon execution of this Agreement DISTRICT will engage a land surveyor judged by DISTRICT to be responsible and qualified to perform the work to supplement the LAS data at hydraulic structures. No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSORS shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon date of final execution by all PARTIES and shall terminate two years after the final outfall systems plan is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for DENVER shall be Manager of Department of Transportation and Infrastructure,, 201 W. Colfax Ave, Denver, CO 80202.
- B. The contracting officer for SEMSWA shall be Executive Director, 7437 South Fairplay Street, Centennial, CO 80112-4486.
- C. The contracting officer for CITY shall be Director of Utilities, 15151 E. Alameda Ave Aurora, CO 80012.
- D. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26<sup>th</sup> Avenue, Suite 156B, Denver, Colorado 80211.

The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

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If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No PARTY to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any PARTY to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under the Agreement, the PARTIES agree not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The PARTIES shall insert the foregoing provision in all subcontracts.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT receiving services

or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. WORKER WITHOUT AUTHORIZATION

- A. Paragraph 27.A of this Agreement shall only apply to DENVER. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of workers without authorization in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

1. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.
2. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
4. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with a worker without authorization to perform work under this Agreement.
5. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
6. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
7. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with a worker without authorization, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor

has not knowingly employed or contracted with a worker without authorization.

8. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S or, in the case of DENVER, the City Auditor, under authority of D.R.M.C. 20-90.3.

CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

- B. The portion of this provision (27.C.) of this Agreement regarding the Certification Ordinance shall only apply to DENVER. CONTRACTOR is liable for any violations as provided in this section and the Certification Ordinance. If CONTRACTOR violates any provision of this section or the Certification Ordinance, PARTIES or DENVER, as the case may be, constitute grounds for disqualifying CONTRACTOR from submitting bids or proposals for future contracts with PARTIES or DENVER.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
  - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year written below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONTRACT CONTROL NUMBER:

PWADM-XXXXXXXX-00

CONTRACTOR NAME: Urban Drainage and Flood Control District  
Agreement No. 22-05.40

THE PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER

By \_\_\_\_\_  
DEBRA JOHNSON, Clerk and Recorder,  
Ex-Officio Clerk of the City and  
County of Denver

By \_\_\_\_\_  
Mayor

RECOMMENDED AND APPROVED:

By \_\_\_\_\_  
Executive Director of Public Works

APPROVED AS TO FORM:  
KRISTIN BRONSON  
CITY ATTORNEY for the City and  
County of Denver

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_  
Manager of Finance

By \_\_\_\_\_  
Assistant City Attorney

Contract Control Number

By \_\_\_\_\_  
Auditor

SOUTHEAST METRO  
STORMWATER AUTHORITY

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



MILE HIGH FLOOD DISTRICT

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Checked By

AGREEMENT REGARDING FUNDING OF  
MAJOR DRAINAGEWAY PLANNING FOR  
FOUR SQUARE MILE OSP

Agreement No. 22-05.40  
Project No. 109070  
Agreement Amount \$200,000

