



Water Resource Advisors for the West

February 23, 2022

Dennis Jones
Cripple Creek Mountain Estates

Sent via e-mail: djjones1742@gmail.com

Re: Scope of Services & Proposal for Cripple Creek Mountain Estates SWSP

Dear Dennis:

Thank you for contacting us about your desire to re-evaluate the water resources situation at Cripple Creek Mountain Estates (CCME). At the present time, your goal is to obtain a temporary Substitute Water Supply Plan (SWSP) to cover the filling and evaporation replacement of an existing pond (recently breached) located near the intersection of Agnes Drive and Wilson Way to be used for fire mitigation, a proposed new pond to be constructed southwest of the CCME clubhouse, as well as two existing livestock water tanks that may come under administration by the Division of Water Resources (DWR) in the near future.

Prior to 2012, CCME had several ponds along Barnard Creek. An SWSP to cover these ponds was previously sought by the Applegate Group utilizing return flows from the Mountain Mutual Water Company (MMWC) as the replacement source. This SWSP was denied on May 10, 2012, by letter from the DWR, and the ponds were subsequently breached and emptied.

Since that denial, CCME has been more actively utilizing the Riggs Ditch No. 3 for irrigation purposes on the property. Given the recent historical use, it may be possible to perform an analysis on this water right to quantify the historical consumptive use and change that use to augmentation of the proposed ponds and livestock water tanks. Recent legislative changes, including C.R.S. §37-92-305(3)(d) and §37-92-305(19), may assist in achieving this temporary change of use.

The intent would be to perform an initial fill of the fire mitigation and clubhouse ponds using a one-time purchase of water from the MMWC, after which diversions to the ponds to replace evaporative loss would be augmented with the changed Riggs Ditch No. 3 water rights. In addition, you believe it would be worthwhile to conduct some additional background research on the Gillette Flats water rights acquired by CCME and subsequently conveyed to MMWC, as well as the history of the fire mitigation pond and two livestock water tanks, to determine whether an argument could be made that these vessels are already appropriately decreed and may be kept full without the need for augmentation.

With the above information in mind, we propose the following Scope of Services.

SCOPE OF SERVICES

We propose to complete the following tasks for this project:

- Review prior decrees and other information available on the water rights. We anticipate this research will involve at least two virtual meetings with you to discuss your personal knowledge of

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RE: Scope of Services & Proposal for Cripple Creek Mountain Estates SWSP

February 23, 2022

Page 2 of 3

the history of this site.

- Conduct a site visit of CCME to inspect the proposed pond, livestock water tanks, and the Riggs Ditch No. 3.
- Interview personnel familiar with irrigation use under the Riggs Ditch No. 3.
- Conduct a historical consumptive use analysis of the Riggs Ditch No. 3.
- Prepare an estimate of depletions from the proposed ponds and livestock water tanks.
- Prepare and submit an SWSP request pursuant to C.R.S. §37-92-308(5).
- Coordinate with the DWR to address comments to the SWSP application.

PROFESSIONAL FEE

We propose to bill this project on a time & materials basis with an initial budget estimate of \$11,200. This estimate includes the \$300 SWSP fee charged by the DWR. We propose to bill this project monthly as work is completed. In the event we determine the budget will be exceeded, we will coordinate with you before proceeding.

DELIVERABLES

The deliverables Applegate Group will provide are as follows:

- An SWSP application submitted to the DWR.

TIMELINE

We propose to complete this project within twelve months of being given authorization to proceed. In the event this schedule needs to be adjusted, we will coordinate with you beforehand.

PROFESSIONAL SERVICES CONTRACT AND TASK ORDER

Following your review and acceptance, please sign and date this Scope of Services and return to us so we can initiate work on this project. This work will fall under the Master Services Agreement dated December 15, 2009.

This scope of services is for the specific project tasks and services as described above. If additional services are added that are outside the scope of this proposal, we will seek authorization from you prior to proceeding.

CONCLUSION

This Scope of Services is the intellectual property of and copyrighted to Applegate Group. Any outside use of this proposal without the express written consent of Applegate Group is prohibited. This proposal expires on **March 31, 2022**.

We appreciate your consideration of our services and look forward to working with you on this project. Should you have any questions or need further information, please feel free to contact me at your

convenience.

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RE: Scope of Services & Proposal for Cripple Creek Mountain Estates SWSP
February 23, 2022
Page 3 of 3

Cordially,
Applegate Group, Inc.

Jared Dains

Jared Dains, P.E.
Water Resource Engineer

Cripple Creek Mountain Estates

Robert Wooley 3-12-2022
Signature Date

ROBERT WOOLEY 3-12-2022
Name Date

JMD/tk

cc: AG File No. 09-146
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