



**Notice of Regular Meeting
Cherry Creek Basin Water Quality Authority
Board of Directors Meeting
Thursday, December 15, 2022 at 9:00 a.m.**

The meeting will be conducted in-person and virtually as set forth below.

**In-Person: SEMSWA
7437 S. Fairplay St.
Centennial, CO 80112**

**Virtual: Zoom
<https://zoom.us/j/3039689098> Passcode: CCBWQA
Phone (669)900-6833 Mtg ID 3039689098# Passcode: #542117**

**CCBWQA Board of Directors Meeting Documents can be found online at the link below.
<https://drive.google.com/drive/folders/1ctix7RwAcABNmt1PKGS8FHTs5G0g-6s?usp=sharing>**

1. Call to Order and Pledge of Allegiance
2. Board Member Transitions (Rivero, 5 minutes)
 - a. Nancy Sharpe - Arapahoe County
 - b. Caryn Johnson - Castle Rock
3. Oaths of Office (Rivero)
 - a. Cathie Frazzini - City of Lone Tree, Alternate
 - b. Mike Sutherland - City of Centennial, Alternate
 - c. Rebecca Tejada - Special Districts, Alternate
 - d. Stephanie Piko - City of Centennial
4. Consent Agenda (Rivero, 5 minutes)

(Items on the consent agenda can be approved with a single motion or, items can be requested to be moved from the consent agenda and moved to the "discussion or direction and/or action" section.)

 - a. Approval of the November 17, 2022 Minutes (enclosed)
 - b. Acceptance of the Schedule of Cash Position dated December, 2022 (enclosed)
 - c. Approval of the Unpaid Claims as of December, 2022 (enclosed)
 - d. Approval of 2023 Agreements (enclosed)
 - i. CLA - Accounting
 - ii. Val Endyk - CCBWQA Administrative Assistant
 - iii. Pinpoint Systems*
 - iv. Davis Graham and Stubbs
5. Direction and/or Action (45-60 minutes)
 - a. Resolution Ratifying All Actions Taken at the November 17, 2022 Board Meeting (Tim Flynn, enclosed)
 - b. Board Appointees to the TAC (Rivero, enclosed)
 - c. Land Use Referral Process (Clary, enclosed)
 - d. Lakes Nutrient Criteria
 - i. Update (DiToro, enclosed)
 - ii. Charter Delegating Authority to Board Subcommittee - Regulatory Issues (Ruzzo/Clary, enclosed)*
 - e. Lone Tree, Windmill and Cottonwood Creeks Master Plan Scope (Clary, enclosed)
 - f. Acceptance of Muller Reports - Cherry Creek from Reservoir to Park Boundary (Borchardt, enclosed)
 - g. Keep Colorado Wild Pass (Trujillo/Ruzzo, enclosed)
6. Discussion (15 minutes)

- a. Workshops for 2023 (Borchardt/Clary)
 - i. Cherry Creek in CCSP Muller Report and BMP Effectiveness Workshop
 - a. March 16, 2023 8:30-11:30 am at SEMSWA
 - ii. Watershed Plan
 - a. September 21, 8:30-11:30 am - Get Feedback
7. Presentations
8. Board Member Items
9. Updates (5-10 minutes)
 - a. Technical Manager (Clary)
 - b. Cherry Creek Stewardship Partners Update and [Events](#) (Davenhill)
 - i. Winter Solstice Tour-December 17th from 9:30 am-11:00 am. See [website](#) for details.
 - ii. Audubon Christmas Bird Count-January 1st at 8:30 am. Details can be found [here](#).
 - iii. Hawk Walk-January 28th from 9:00 am-12:00 pm. See [website](#) for details.
 - iv. Annual Cherry Creek Watershed Conference-Considering August 23rd or 24th, 2023.
 - c. TAC (James)
 - d. Contract Staff (see enclosed memos)
 - i. PAPM (Borchardt)
 - a. LUR Monthly Summary
 - b. CIP, Maintenance, and Operations Status Report
 - ii. [Water Quality](#) (Stewart)
 - iii. Regulatory (DiToro)
 - e. Legal
 - f. Other
10. Executive Session pursuant to Section 24-6-402(4) C.R.S., if necessary.
11. Adjournment

[CCBWQA Workplan](#)



**Cherry Creek Basin Water Quality Authority
Minutes of the Board of Directors
Thursday, November 17, 2022, 9:00 a.m.**

Board Members Present

Abe Laydon, Douglas County (zoom)
Bill Ruzzo, Governor's Appointee
Caryn Johnson, Town of Castle Rock (zoom)
Christopher Lewis, Vice Chairman, Governor's Appointee (zoom)
Desiree LaFleur, Town of Castle Rock - Alternate (zoom)
John McCarty, Secretary, Governor's Appointee
John Woodling, Governor's Appointee
Joshua Rivero, Chairman, Town of Parker
Luis Tovar, Special District Representative (zoom)
Mike Anderson, City of Lone Tree
Tom Downing, Governor's Appointee (zoom)
Tom Stahl, City of Greenwood Village (zoom)

TAC Members Present

Alex Mestdagh, Town of Parker (zoom)
Ashley Byerley, SEMSWA
Casey Davenhill, Board Appointee, Cherry Creek Stewardship Partners
David Van Dellen, Town of Castle Rock (zoom)
Jacob James, TAC Chairman, City of Lone Tree
Jason Trujillo, Board Appointee, Cherry Creek State Park (zoom)
Joe Marencik, City of Castle Pines (zoom)
Jon Erickson, TAC Vice Chairman, Board Appointee, Colorado Parks and Wildlife (zoom)
Lisa Knerr, Arapahoe County (zoom)
Rick Goncalves, Board Appointee (zoom)
Ryan Adrian, Douglas County (zoom)
Wanda DeVargas, Board Appointee, E-470 (zoom)

Others Present

Alan Leak, RESPEC (zoom)
Amy Wiedeman, Centennial (zoom)
Erin Stewart, LRE Water (zoom)
James Linden, SEMSWA (zoom)
Jane Clary, Wright Water Engineers, CCBWQA Technical Manager
Jessica DiToro, LRE Water (zoom)
Richard Borchardt, R2R Engineers
Tim Flynn, Collins Cole Flynn Winn & Ulmer, PLLC (zoom)
Val Endyk, CCBWQA

1. Call to Order and Pledge of Allegiance

Director Rivero called the meeting to order at 9:05 am and led in the pledge of allegiance. We will need a December meeting - 3rd Thursday in December is the 15th.

2. Oaths of Office

a. **Desiree LaFleur - Town of Castle Rock, Alternate**

b. **Abe Laydon - Douglas County**

c. **Nancy Sharpe - Arapahoe County**

not present

d. **Mike Sutherland - City of Centennial, Alternate**

not present

Director Rivero administered the oaths of office for Abe Laydon and Desiree LaFleur.

3. Consent Agenda

a. **Approval of the October 20, 2022 Minutes**

b. **Acceptance of the Schedule of Cash Position dated November, 2022**

c. **Approval of the Unpaid Claims as of November, 2022**

d. **Approval of 2023 Agreements**

i. **R2R Engineers**

ii. **RESPEC - As Needed**

iii. **LRE Water**

Director Woodling moved to approve the consent agenda. Seconded by Director Johnson. The motion carried.

4. Direction and/or Action

a. **Agreement/Amendment Extensions**

i. **Dewberry - Tributary Drainage Way Planning Study**

ii. **RESPEC - First Amendment to Consultant Agreement**

iii. **Wright Water Engineers - BMP Effectiveness Agreement**

Rich Borchardt explained that due to various reasons beyond the control of Dewberry, RESPEC, and Wright Water Engineers as listed above, contract time performance extensions are needed to complete their work. Board action is needed to extend the contract time of performances to December 31, 2023. No additional costs are associated with these contract time of performance extensions.

Director McCarty moved to approve the extension of the contract time of performances to December 31, 2023; authorize CCBWQA to prepare the appropriate contract amendments with Dewberry, RESPEC, and Wright Water Engineers; and delegate authority to the Board Chair and Secretary to sign the amendments. Seconded by Director Ruzzo. The motion carried.

b. **Public Hearing - 2023 Budget**

Director Rivero opened the public hearing at 9:13 am.

Director Ruzzo and general counsel, Tim Flynn presented the [2023 budget](#).

i. **Resolution 2022-11-01 Approving Fees for 2023**

Director McCarty moved to adopt Resolution 2022-11-01 approving fees for 2023. Seconded by Director Anderson. The motion carried.

ii. **Resolution 2022-11-02 Adopting the 2023 Budget**

Director Rivero closed the public hearing at 9:17 am.

Director Ruzzo presented the budget at the October Board meeting and reviewed it at the November TAC meeting, but no changes have been made.

Legal counsel noted that the Authority’s statutorily authorized mill levy is 0.50 mills, not 5.00 mills” as reflected in the Mill Levy Certification Resolution. This is a typographical error that will be corrected.

Question asked about the 2023 budget accounting for the temporary reduction in the mill levy. Tim Flynn provided clarification on the budget based on not needing a temporary mill levy reduction. Mill levy would return to the statutory level.

CLA will be invited to attend future November Board meetings to answer questions.

Clarification requested on the budget item regarding sampling and analysis direct costs. Director Ruzzo explained that some budget items have been split out separately relative to previous budgets. Erin Stewart elaborated that the new line item under the Sampling and Analysis Program was created for all direct, non-labor costs associated with monitoring such as lab fees.

Director Anderson moved to adopt Resolution 2022-11-02 adopting the 2023 budget. Seconded by Director Laydon. The motion carried.

iii. Resolution 2022-11-03 Authorizing Appropriation

Director Johnson moved to adopt Resolution 2022-11-03 authorizing appropriation. Seconded by Director Anderson. The motion carried.

iv. Resolution 2022-11-04 Setting the Mill Levy

Section 1 line 2 will be amended to change the mill levy listed as 5.0 to 0.5.

Elected Board vote with majority present:

Director Laydon moved to adopt Resolution 2022-11-04 setting the mill levy as amended. Seconded by Director Anderson. The motion carried.

Whole Board vote with majority present:

Director Ruzzo moved to adopt Resolution 2022-11-04 setting the mill levy as amended. Seconded by Director McCarty. The motion carried.

c. Lake Nutrients Criteria RMH

i. Hydros Memo

Jessica DiToro explained that CCBWQA Staff has reviewed the WQCD’s PPHS and has determined that it does not substantively affect the CCBWQA’s previously submitted RPHS. Staff recommends that CCBWQA resubmit its RPHS so that it includes a brief letter from Hydros as an exhibit that describes the above statement in more detail. The [letter](#) from Hydros was included in the Board packet as an attachment to Jessica’s AIM for review. Staff also recommends that the following sentence be added to the beginning of the RPHS: “*CCBWQA has reviewed the Division’s Supplemental Proponent’s Prehearing Statement and determined that it does not substantively affect the CCBWQA’s previously submitted RPHS, as described in Exhibit X.*” Participation in this RMH effort is covered under the current CCBWQA regulatory budget for fiscal year 2022 and is also included in the draft budget for fiscal year 2023. Staff plans to continue discussions with WQCD to resolve issues prior to the Rulemaking Hearing, if possible.

Director Ruzzo moved to withdraw CCBWQA’s previously submitted Responsive Prehearing Statement and resubmit its Responsive Prehearing Statement for the Lakes Nutrient Criteria Rulemaking Hearing with the attached 10-7-22 letter from Hydros included as an exhibit and an additional sentence included in the Responsive Prehearing Statement that references the exhibit. Director Ruzzo also moved that Staff continue to coordinate with the WQCD on this topic as previously directed. Seconded by Director Anderson. The motion carried.

d. Site Specific Standard Scope

i. Hydros Scope of Work

Jane Clary updated the Board that Hydros Consulting has prepared a scope and cost estimate to develop site-specific nutrient standards for Cherry Creek Reservoir. The Hydros [memo](#) was provided in the packet for review. Based on review of this memo, the approach and cost estimate are believed to be appropriate for the project.

Additionally, Hydros has included multiple “go/no-go” steps in their approach that would enable the effort to end at an interim step in the process, if directed by CCBWQA. Hydros’ proposed budget is \$87,755 with an optional task for additional meetings of \$5,000 for a total of \$92,755. This cost has been included in the proposed 2023 CCBWQA budget.

Discussion included:

Discussion about use of the word “overprotective” in Hydros’ memo with regard to the WQCD’s proposed standards and the basis of the selected adjective. Jane noted that Hydros’ finding was based on their analysis of the Cherry Creek data set in relation to the proposed standards (as shown in graphs in August 8, 2022 Hydros Memo). The outcome of the discussion was that Jane will request that Hydros remove the word “overprotective” from their scope of work and replace it with “inappropriate.”

Additional discussion included questions about why CCBWQA would expend funds to clarify the water quality regulations. Responses included the importance of appropriate standards that reflect the site-specific conditions at Cherry Creek Reservoir and having appropriate water quality targets to focus millions of dollars of capital improvement projects and watershed planning efforts.

Director McCarty moved to approve the scope of work as presented subject to deletion of language referring to “overprotectiveness.” Seconded by Director Woodling. The motion carried. CCBWQA counsel was given direction to prepare a contract with Hydros.

Director McCarty moved to revisit agenda item 4c. Seconded by Director Woodling. The motion carried.

Jane Clary suggested we request a revision to the Hydros November 17, 2022 memo replacing the words “significantly overprotective” and “overprotective” with “not appropriate.” Director McCarty moved to accept these revisions. Seconded by Director Ruzzo. The motion carried.

e. Lone Tree Creek Improvements - Centennial

i. WWE Memo

Jane Clary explained that CCBWQA is considering entering into an Intergovernmental Agreement (IGA) related to the City of Centennial’s Lone Tree Creek trail expansion that includes a stream reclamation project on Lone Tree Creek extending into Cherry Creek State Park (CCSP). At the July TAC meeting, Rich Borchardt provided a project synopsis. As a result of TAC discussion regarding preparation of the IGA at the July TAC meeting, several questions arose resulting in a request that Wright Water Engineers further review selected aspects of the project.

WWE prepared a [memo](#) describing key findings from the field investigation and provided a summary to support decision-making by the Board related to entering into an IGA for the proposed project.

These findings are further condensed to the following points:

- The proposed Centennial trail and stream reclamation project meets the requirements of CCBWQA for financial support and for CCBWQA to assume long-term maintenance of the stream reclamation component.
- Construction of Centennial’s trail and/or stream reclamation project will likely not adversely affect future CCBWQA plans for Lone Tree Creek that may arise from a more detailed watershed alternatives analysis that is scheduled for 2023.
- There is sufficient written documentation that Centennial prepared the trail and stream reclamation plan with CCBWQA’s input and with the understanding that CCBWQA would provide financial assistance and assume long-term maintenance requirements for the stream reclamation portion of the project.

Discussion Included:

- Director Ruzzo stated that based on his analysis he felt comfortable with full support but noted that the process was out of sequence.
- Amy Weidman from Centennial added that there are lots of agency partners for the trail and this is the last leg of the connection. Centennial wants to maintain a partnership with CCBWQA and would really like to get approval. Project is at 95% design and would like to start planned construction in early 2023.
- Long-term maintenance of the improvements in the State Park will require amendment of the existing IGA between CCBWQA and the State Park to identify the respective maintenance responsibilities of the Park and the Authority. Rich Borchart explained that the pollution reduction facility maintenance budget has 3 categories: 1) routine goes to the State Park, 2) restoration/ rehab is the CBBWQA's responsibility, and 3) other. "Other" includes signage which is split 50/50 between the CCBWQA and the Park and vegetation establishment. The stream reclamation project has a significant vegetated component. Rich estimates vegetation maintenance at \$3K for the first 3 years then likely \$1K per year after establishment.

Director McCarty moved that the CCBWQA proceed with the preparation of an IGA for purposes of being a partner on the Lone Tree Creek -- Centennial Trail Project, including a 25% partner contribution of \$112,0000 as well as terms that identify long-term maintenance responsibilities for the stream reclamation project, with trail maintenance and the routine maintenance of the stream reclamation project assumed by the Cherry Creek State Park and non-routine (restorative and rehabilitative) maintenance for the stream reclamation project assumed by CCBWQA. Seconded by Director Laydon. The motion carried.

CCBWQA counsel is directed to proceed with preparation of an IGA among project partners.

f. Watershed Model

i. RESPEC Technical Memorandum

Jane Clary introduced RESPEC's [technical memo](#) regarding the 2030 Watershed Model Scenarios to the Board and explained that the memo presents the assumptions, methods, and results of a hypothetical 2030 land use and associated wastewater discharge scenario using the existing Cherry Creek Watershed HSPF watershed model application.

Suggested next steps include reconvening the TAC's Modeling Committee to review recommendations in RESPEC's memo and consider whether additional model scenarios should be completed and identify recommendations for next steps to the TAC. Additionally, outputs from the Watershed Model should be packaged in a manner to be linked with the Reservoir Model previously developed by Hydros.

Alan Leak (RESPEC) recommends the following next steps:

1. Input the results of the 2030 model into the reservoir model through the linking procedure previously developed for this purpose. Use the result of this reservoir model run to inform decisions on all aspects of the Authority's future goals and projects.
2. Evaluate whether alternative development layouts (i.e., dendritic development) can improve the quality of runoff over current development layouts and, if so, use this assumption as an additional scenario to model.
3. Revisit the current plans for nutrient reductions from the existing WWTFs to determine if the assumptions for the WWTF discharge loads and concentrations should be revised and remodeled, particularly for nitrogen.

Director Ruzzo moved to accept the Technical Memorandum prepared by RESPEC summarizing findings of the Cherry Creek HSPF Watershed Model 2030 Buildout Scenario. Seconded by Director McCarty. The motion carried.

5. Discussion

a. Understanding the 60/40 Analysis

Director Ruzzo provided an update that the CCBWQA statute requires that 60% of revenue is spent on water quality improvement projects. For purposes of complying with this requirement, a rolling 5-year average of capital project expenditures is being tracked by CCBWQA.

There are three main funds:

General Fund (GF) - Administration fund.

Enterprise Fund (EF) - Separate fund accepts revenue from fees collected.

Pollution Abatement Project (PAP) fund - Transfer 60% from the GF and EP to PAP to achieve budget and compliance with the 60/40 spending requirement.

The Board wants to encourage staff to continue to endeavor to spend the Authority's funds on projects that improve water quality to achieve this goal.

Thanks to Bill Ruzzo for all his work on understanding the formula that CLA uses to determine expenditures to meet the 60/40 objective.

Discussion included whether CCBWQA can accelerate the timeline to meet the 60/40 objective over a 3-year timeframe or consider aiming for even more spending than the 60% on water quality improvement projects. Expenditures need to be based on proper analysis and planning.

6. Presentations

a. [CCBWQA Data Portal Water Quality Update](#) and [Memo](#)

Erin Stewart provided a brief overview of the WY 2022 summary to date and available on the portal. The chl-a seasonal mean concentration (July through Sept) for WY 2022 was 27.3 ug/L; therefore, the standard was not met.

b. 2023 to 2032 CIP, Maintenance, and Operations Budget

Rich Borchardt provided a summary of the 2023 to 2032 Capital Improvement Projects and recommended operations and maintenance costs for pollutant reduction facilities. The 10-year CIP Plan can be accessed [here](#).

Discussion Included:

- Director Ruzzo - 2023 budget relied on the CIP projections.

c. 2022 PRF Field Observation

Rich Borchardt presented the [2022 Annual Field Observation](#) of Pollution Reduction Facilities (PRFs) at Cherry Creek State Park. The purpose of the report is to assess whether the PRFs are functioning as designed and to identify routine, restorative, and rehabilitative maintenance requirements. The TAC uses this report to provide recommendations to the Board for the following fiscal year budgeting of maintenance activities. Restorative and rehabilitative maintenance requirements are the responsibility of the CCBWQA. Routine maintenance is the responsibility of CCSP. The report provides photographs to document evolving issues.

The conclusions from the 2022 Annual Field Observation of PRFs are:

- All PRFs appear to be performing their functions. The Field Observation general assessments included recommendations on maintenance, monitoring, and planning efforts for future capital projects.
- The maintenance identified for consideration by the TAC and Board includes a Summary of Operation & Maintenance costs and individual budget estimates for Restorative/Rehabilitation work included in Appendix A. The Operations and Maintenance cost as the result of this Field Observation for 2022 is \$53,600 as compared to the 2021 budget of \$204,850.
- Concerns and issues that were located outside the limits of the original PRF or require additional analysis/study beyond the engineering already done for the original PRF were suggested as planning efforts. These planning efforts would identify the capital project needed, determine priority, identify the water quality benefit, and costs.
- Report also highlights the significant storm event from August 15, 2022 with photographs. .

7. Board Member Items

Director McCarty explained a process change for approving invoices. Jane will now be involved as Technical Manager approving first, along with Staff consultants when needed. Executive Committee gives final approval through bill.com.

8. Updates

a. Technical Manager (Clary)

Jane Clary noted that she and Val are working on an updated Board Binder of key information for Board members. Jane and Val welcome input on contents from Board and TAC members.

As an additional update, LRE is working on a more integrated GIS resource for projects that includes both Authority projects and MHFD-led projects in the watershed. More comprehensive GIS maps will be useful for watershed planning and understanding how proposed projects fit into overall watershed improvement efforts.

b. Cherry Creek Stewardship Partners Update and [Events](#) (Davenhill)

Cherry Creek State Park calendars available along with cards on the Keep Colorado Wild effort. Casey encouraged the Board to visit the park to see its beauty.

Casey attended the Douglas County Commissioners luncheon. Focus on the health of residents and outdoor use of trails and parks including open space and water quality.

Upcoming events can be found [here](#). These include a winter solstice event in December and a Hawk Walk in January.

c. TAC (James)

Staff and MS4s have prepared an approach for a new Land Use Referral process. MS4 Subcommittee are working on this effort and will report back to the Board next month.

d. Contract Staff (see enclosed memos)

i. PAPM (Borchardt)

a. LUR Monthly Summary

b. CIP, Maintenance, and Operations Status Report

ii. Water Quality (Stewart)

iii. Regulatory (DiToro)

e. Legal

Legal counsel provided information that the Mile High Flood District plans to no longer require performance payment bonds on capital projects. Legal counsel reviewed this potential change and has concluded that with respect to CCBWQA, these bonds are mandatory statutory requirements under the Colorado Public Works Act and is not comfortable waiving these requirements on CCBWQA partner projects. Based on follow-up discussions with MHFD's attorney, Ed Krisor, MHFD will continue to include bond requirements on CCBWQA partner projects.

f. Other

9. Executive Session pursuant to Section 24-6-402(4) C.R.S., if necessary.

No executive session was held.

10. Adjournment

There being no further business to come before the Board, Director Rivero moved to adjourn the meeting at 11:30 am.

[CCBWQA Workplan](#)

Cherry Creek Basin Water Quality Authority
Schedule of Cash Position
September 30, 2022
as of December 8, 2022

	General Fund	Pollution Abatement Fund	Enterprise Fund	Total
<u>1st Bank - Checking Account</u>				
Balance as of 09/30/22	\$ 32,986.35	\$ 32,444.20	\$ 5,223.26	\$ 70,653.81
Subsequent activities:				
10/19/22 Monthly Transfer for AP	85,000.00	880,000.00	110,000.00	1,075,000.00
10/21/22 Bill.com Payments	(83,970.29)	(884,395.75)	(102,844.13)	(1,071,210.17)
10/25/22 VISA Charge	(28.33)	-	-	(28.33)
10/25/22 Xcel Energy ACH	-	(8,779.31)	-	(8,779.31)
10/31/22 Interest Income	17.76	-	-	17.76
11/16/22 Monthly Transfer for AP	60,000.00	320,000.00	5,000.00	385,000.00
11/18/22 Bill.com Payments	(58,893.30)	(315,857.67)	(11,174.00)	(385,924.97)
11/28/22 VISA Charge	(155.63)	-	-	(155.63)
11/29/22 Verizon Wireless ACH	(51.43)	-	-	(51.43)
11/30/22 Interest Income	15.11	-	-	15.11
<i>Anticipated Activities</i>				
<i>Monthly Transfer for AP</i>	60,000.00	57,000.00	7,000.00	124,000.00
<i>Bill.com Open Invoices</i>	(60,401.00)	(57,829.00)	(6,969.50)	(125,199.50)
<i>Anticipated balance</i>	<u>\$ 34,519.24</u>	<u>\$ 22,582.47</u>	<u>\$ 6,235.63</u>	<u>\$ 63,337.34</u>
<u>ColoTrust General - (8001)</u>				
Balance as of 09/30/22	\$ 1,028,987.00	\$ 3,427,779.64	\$ 1,586,814.00	\$ 6,043,580.63
Subsequent activities:				
10/10/22 Receive Ptax Douglas	12,591.42	-	-	12,591.42
10/10/22 Receive Ptax Arapahoe	6,045.68	-	-	6,045.68
10/07/22 Fees/Permits Received Oct	-	-	58,952.03	58,952.03
10/19/22 Monthly Transfer for AP	(85,000.00)	(880,000.00)	(110,000.00)	(1,075,000.00)
10/31/22 Interest Income	15,363.36	-	-	15,363.36
10/31/22 Revenue Allocation to PAF	(38,930.56)	59,785.53	(20,854.97)	-
11/10/22 Receive Ptax Douglas	12,142.31	-	-	12,142.31
11/10/22 Receive Ptax Arapahoe	7,202.97	-	-	7,202.97
11/16/22 Monthly Transfer for AP	(60,000.00)	(320,000.00)	(5,000.00)	(385,000.00)
11/30/22 Fees/Permits Received Nov	-	-	26,043.51	26,043.51
11/30/22 Interest Income	15,449.76	-	-	15,449.76
11/30/22 Revenue Allocation to PAF	(20,877.02)	36,503.13	(15,626.11)	-
<i>Anticipated Activities</i>				
<i>Monthly Transfer for AP</i>	(60,000.00)	(57,000.00)	(7,000.00)	(124,000.00)
<i>Dev Checks to date to be Deposited</i>	-	-	25,458.40	25,458.40
<i>Anticipated balance</i>	<u>\$ 832,974.92</u>	<u>\$ 2,267,068.30</u>	<u>\$ 1,538,786.86</u>	<u>\$ 4,638,830.07</u>
<u>ColoTrust Pollution Abatement - (8002)</u>				
Balance as of 09/30/22	\$ -	\$ 53,884.31	\$ -	\$ 53,884.31
Subsequent activities:				
10/31/22 Interest Income	-	146.89	-	146.89
11/30/22 Interest Income	-	170.35	-	170.35
<i>Anticipated balance</i>	<u>\$ -</u>	<u>\$ 54,201.55</u>	<u>\$ -</u>	<u>\$ 54,201.55</u>
<u>CSAFE - Savings Account</u>				
Balance as of 09/30/22	\$ 859,161.30	\$ 42,246.04	\$ 344,398.20	\$ 1,245,805.54
Subsequent activities:				
10/31/22 Interest Income	-	-	3,341.83	3,341.83
11/30/22 Interest Income	-	-	3,816.85	3,816.85
<i>Anticipated balance</i>	<u>\$ 859,161.30</u>	<u>\$ 42,246.04</u>	<u>\$ 351,556.88</u>	<u>\$ 1,252,964.22</u>
<i>Total funds available as of date above</i>	<u><u>\$ 1,726,655.46</u></u>	<u><u>\$ 2,386,098.36</u></u>	<u><u>\$ 1,896,579.37</u></u>	<u><u>\$ 6,009,333.18</u></u>

Effective monthly yield (as of 11/30/2022)

1st Bank - 0.050%* if Balance >\$20,000
ColoTrust Plus - 3.8298%
CSAFE - 3.71%

**Cherry Creek Basin Water Quality Authority
Unpaid Claims as of 12/8/2022**

Date	Vendor	Invoice #	Account Description	Amount
11/4/2022	Colorado Special Districts P&L Pool	23WC-54669-2250	101256 Prepaid expense (insurance)	\$ 450.00
11/29/2022	Colorado Special Districts P&L Pool	23PL-54669-2946	101256 Prepaid expense (insurance)	4,888.00
12/2/2022	TCW Risk Management	12099	101256 Prepaid expense (insurance)	775.00
10/31/2022	Davis Graham & Stubbs LLP	840834	107050 Regulatory Support	480.00
11/30/2022	Wright Water Engineers, Inc.	65285	107050 Regulatory Support	1,155.00
10/31/2022	RG and Associates LLC	152707	107445 TAC coordination	888.00
11/25/2022	Valerie Endyk	11	107445 TAC coordination	600.00
11/1/2022	LRE Water	21494	107450 General watershed management	1,202.50
11/1/2022	LRE Water	21494	107450 General watershed management	2,806.25
11/1/2022	LRE Water	21494	107450 General watershed management	2,042.50
11/1/2022	LRE Water	21494	107451 Annual report	429.00
11/1/2022	LRE Water	21494	107453 Data management	6,885.00
11/1/2022	LRE Water	21494	107453 Data management	1,116.00
11/25/2022	Valerie Endyk	11	107481 Office expense	116.00
11/1/2022	LRE Water	21494	107500 General technical support	4,324.75
11/1/2022	LRE Water	21494	107501 Monitoring - Reservoir	6,937.37
11/1/2022	LRE Water	21494	107502 Monitoring - Watershed	13,442.14
11/1/2022	LRE Water	21494	107502 Monitoring - Watershed	2,742.24
11/1/2022	LRE Water	21494	107505 Data management	3,233.75
11/1/2022	LRE Water	21494	107520 Optional Mgr Support Contingency	1,950.00
11/25/2022	Valerie Endyk	11	107520 Optional Mgr Support Contingency	3,937.50
10/31/2022	Wright Water Engineers, Inc.	65071	117440 Management/administration	16,513.50
11/30/2022	R2R Engineers, Inc.	2022-13	117440 Management/administration	20,202.17
11/30/2022	Wright Water Engineers, Inc.	65285	117440 Management/administration	16,821.75
10/31/2022	RESPEC	INV-1022-438	117721 PAPS - Undesignated	410.00
11/11/2022	Colorado Community Media	71769	117722 PRF Restoration	49.08
10/31/2022	RESPEC	INV-1022-437	117728 Reservoir Shoreline Stabilization - East Shade Shelter	3,832.50
10/28/2022	Dewberry Engineers Inc	2201420	407733 Tributary Planning	820.50
10/31/2022	Wright Water Engineers, Inc.	65072	407736 Special Studies/Projects: BMP Effectiveness	3,261.50
11/30/2022	Wright Water Engineers, Inc.	65286	407736 Special Studies/Projects: BMP Effectiveness	2,887.50
Total Claims				\$ 125,199.50
General Fund				\$ 60,401.00
Pollution Abatement Fund				57,829.00
Enterprise Fund				6,969.50
Total Claims by Funding Source				\$ 125,199.50



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September 27, 2022

Board of Directors
CHERRY CREEK BASIN WATER QUALITY AUTHORITY
8390 E. Crescent Pkwy., Ste. 300
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for CHERRY CREEK BASIN WATER QUALITY AUTHORITY (“you,” “your,” “board of directors” or “the authority”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the authority acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the authority has certain responsibilities that are fundamental to our undertaking to perform the identified services. The authority may engage CLA to perform management functions to help the board of directors of the authority to meet your responsibilities, but the board of directors of the authority acknowledges its role in management of the authority.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the authority to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.

- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the authority or you to any person or party, unless the authority or you authorizes us to do so, it is published or released by the authority, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from

disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the authority including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the authority may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the authority shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a authority of your size and nature. Internal controls may be recommended relating to the safeguarding of the authority's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The authority agrees that CLA will assume fiduciary responsibility on the authority's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted

by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

The authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the authority's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the authority, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the authority or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of authority funds. The authority's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the authority and, in particular, governmental immunity afforded or available to the authority pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

No Third-Party Beneficiaries

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

Personal Identifying Information

During the performance of this MSA, the authority may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the authority's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of CHERRY CREEK BASIN WATER QUALITY AUTHORITY information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the authority. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding

services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jason Carroll". The signature is written in a cursive, flowing style.

Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

APPROVED:

Cherry Creek Basin Water Quality Authority

Joshua Rivero, Chair

Date



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (“you” and “your”). The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Jason Carroll, CPA is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the authority, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by the Board of Directors.
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the authority's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the authority's board of directors.
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the authority's board of directors in monitoring actual expenditures against appropriation/budget.
- Oversee investment of authority funds based on investment policies established by the board of directors, but in any case, in accordance with State law.
- Research and make recommendations to the board of directors on financial investments and cash management matters, as requested.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the authority's auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors' review and approval.
- Read supporting documentation related to the authority's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy authority policies, procedures, and agreements' requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the authority.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the authority which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services – annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the authority, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the authority's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

wrongdoing within the authority or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the authority. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the authority if they are identified. You agree that we shall not be responsible for any misstatements in the authority's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the authority will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the authority's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the authority's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the authority is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Jason Carroll, CPA
Principal
Jason.Carroll@CLAconnect.com

APPROVED:

Cherry Creek Basin Water Quality Authority

Joshua Rivero, Chair

Date

ADMINISTRATIVE SUPPORT AGREEMENT

THIS ADMINISTRATIVE SUPPORT AGREEMENT (“Agreement”) is made and entered into this ____ day of December 2022, to be effective as of January 1, 2023 (“Effective Date”), by and between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), and **VALERIE ENDYK**, an individual (“Endyk”), whose address is 1242 West Geddes Avenue, Littleton, Colorado 80120 telephone number (303) 718-6636. Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Authority entered into an Administrative Support Agreement with Endyk dated to be effective January 1, 2022, which expires December 31, 2022;

WHEREAS, Authority desires to utilize Endyk’ s clerical and administrative skills for calendar year 2023; and

WHEREAS, Endyk is willing to perform clerical and administrative services for the Authority during calendar year 2023, upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, Authority and Endyk agree as follows:

1. **Scope of Services.** Endyk agrees to provide clerical and administrative support to the Authority in accordance with terms and provisions of this Agreement. By way of explanation and not limitation, the type, nature and extent of the clerical and administrative support that Endyk will provide is more particularly described on **Exhibit A**, as attached hereto and incorporated herein by this reference (“Administrative Services”).

2. **Authorization to Provide Services.** Endyk is hereby authorized to provide Administrative Services which Endyk agrees to provide in accordance with the Authority’s time and completion requirements. The Authority and Endyk will agree generally on the periods of time each week when Endyk believes she will be available to provide Administrative Services if requested to do so either verbally or in writing by a member of the Authority’s Executive Committee, legal counsel or any other representative of the Authority as designed by the Executive Committee (“Authorized Representatives”).

3. **Compensation.** For the Administrative Services provided by Endyk the Authority will compensate Endyk at the rate of seventy-five dollars (\$75.00) per hour, or if agreed upon in advance by Endyk and the Authority, on a per task flat fee basis. Notwithstanding any other provision contained in this Agreement to the contrary however, Endyk shall not spend more than twenty (20) hours per week providing Administrative Services to the Authority, without the prior express written consent of an Authorized Representative. If Endyk determines at any time that the average weekly time may exceed twenty (20) hours per week for the contract period, Endyk shall request authorization to increase her contract hours by one hundred (100) hours (10% of total approved time), which approval may be granted by any member of the Executive Committee. No later than seven (7) days after the end of each month Endyk will submit an invoice to the Authority detailing the hours spent and the type of Administrative Services that Endyk provided to the Authority during the prior month.

4. **Payment of Invoices.** Once an invoice is received from Endyk it will be reviewed and if approved, will be paid within thirty (30) days from the date the invoice was submitted; provided, however, the Authority have the right to withhold payment as to any matter on an invoice that is disputed, or which requires clarification or further information to be provided to the Authority.

5. **Responsibility for Costs.** Endyk shall be responsible for all costs and expenses related to the Administrative Services that are provided hereunder unless otherwise agreed to in advance by an Authorized Representative and Endyk. Notwithstanding the foregoing, Endyk and the Authority recognize that from time-to-time Endyk will need to advance costs on behalf of the Authority. Endyk will have authority to advance funds and be reimbursed therefore, provided the costs advanced are not in excess of \$500 in any given month. Anything in excess of such \$500 amount will need to have advance approval from the Authority. Endyk shall also have authority to utilize the Authority's debit card, provided that debit card purchases may not exceed \$1,000, as more particularly itemized on **Exhibit B**, in any month without the prior written approval of a member of the Authority's Executive Committee.

6. **Term and Termination.** This Agreement shall remain in effect for until December 31, 2023, unless terminated sooner as hereinafter provided. This Agreement may be terminated prior to December 31, 2023, by either Party for any reason or no reason, upon ten (10) days advance written notice to the other Party. Upon termination, Endyk will be paid for all Administrative Services provided up to the date of termination.

7. **Ownership of Work Product.** It is agreed that any and all documents, recommendation or information provided to Authority by Endyk in connection with the Administrative Services that Endyk performs for the Authority and shall be the property of the Authority.

8. **Confidentiality of Information.** Except as required by law, or is necessary for the performance of Administrative Services, Endyk shall retain in strictest confidence all information furnished by Authority, and the results of any reports or studies Endyk participates in or has access to in connection with the provision of Administrative Services for the Authority. Endyk shall have no confidentiality obligation however, with respect to information that: (i) becomes generally available to the public other than as a result of disclosure by Endyk; or (ii) was available to Endyk on a non-confidential basis prior to its disclosure by Authority; and (iii) becomes available to Endyk from a third-party who is not, to the knowledge of Endyk, bound to retain such information in confidence.

9. **Compliance with Laws.** In providing Administrative Services to the Authority, Endyk shall comply with all applicable laws, rules and regulations, applicable to the Administrative Services, including, but not limited to, all federal, state and local laws.

10. **Independent Contractor.** In the performance of Administrative Services, Endyk shall be for all purposes, an independent contractor, and not an employee or agent of the Authority. Endyk and her employees and subconsultants, if any, shall in no way represent themselves to third parties as agents or employees of the Authority. As an independent contractor, Endyk is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.

11. **Assignability.** This Agreement shall not be assigned by Endyk without the prior express written consent of an Authorized Representative, which consent may be withheld for any or no reason.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. **Severability.** In the event any one of more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in full force and effect and shall be binding upon the Parties hereto.

14. **Counterpart Signatures.** This Agreement can be executed in counterparts, each of which taken together shall constitute one original document.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate original as of the dates set forth below.

AUTHORITY:

CHERRY CREEK BASIN WATER QUALITY AUTHORITY, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____,
_____, Executive Committee
Member

Approved As to Form:

Timothy J. Flynn, General Counsel
for the Cherry Creek Basin Water
Quality Authority

CONSULTANT:

Valerie Endyk

EXHIBIT A

Scope of Services

1. Provide clerical and administrative assistance to the Authority's Technical Manager and Executive Committee, including but not limited to setting up, facilitating, and attending when requested to do so, monthly Authority Technical Advisory Committee (TAC) and Authority Board meetings currently held at the Southeast Metro Stormwater Authority office and/or remotely via Zoom. As well as attending weekly regularly scheduled progress meetings with the Authority's Management Team and Consultants.
2. Assemble TAC and Authority's Board meeting packets for monthly meetings, including distribution to all participants via email, and the sending of calendar invitations.
3. Assist the Authority's Technical Manager and Executive Committee with such things as being the administrative point of contact for the Authority, checking voice messages and emails, responding to and communicating with consultants, contractors, members of the Authority Board and other interested parties.
4. Coordinate with the Authority's Technical Manager in connection with the maintenance of an accessible, secure, organized, and complete filing system for all Authority official records, whether in electronic or paper form and serve as the Authority's official records custodian. To the extent practical cause all paper documents and forms used or received by Authority to be converted to electronic format for permanent storage purposes.
5. Coordinate with the Authority's Technical Manager and Executive Committee in procuring and maintaining the Authority's insurance, including but not limited to general liability, public official's property, automobile, and workers complementation coverages. The procurement of the Authority's insurance shall be coordinated with the Authority's insurance agent and legal counsel.
6. When requested by the Board, the Executive Committee, or as necessary, coordinate with the Technical Manager to facilitate the placing of information on, and the removal of information from the Authority's website.
7. Such other clerical and administrative support as may be requested from time-to-time by the Authority's Technical Manager, and/or its Executive Committee,

including but not limited to coordinating with the Authority's Technical Manager and Executive Committee on review and approval of Authority vendor and contractor invoices, and submittal of approved invoices to the Authority's accountant for payment.

8. The Scope of Services as set forth above may be reduced or expanded from time-to-time as the Authority's Technical Manager and/or Executive Committee determine appropriate provided any such expansion must be acceptable to Endyk.
9. Endyk is not an agent of the Authority and shall have no power to bind or commit the Authority to any financial or other matter unless previously approved and/or authorized by the Authority's Technical Manager and/or Executive Committee.

Exhibit B

Vendor Name	Frequency	Last payment	Approximate amount
Adobe	annual	1/5/2022	\$185
CLRMA/NALMS Membership	annual	2/3/2022	\$85
Microsoft business basic x3	annual	1/26/2022	\$180 (\$60 each)
Microsoft business standard x1	annual	11/25/2022	\$150
Norton	annual	6/8/2022	\$129
USPS post office box	bi-annual	May/Nov	\$102
Verizion	monthly		\$52
Zoom	annual	7/7/2022	\$150

other expenses anticipated for 2023:

office supplies and mailings \$100

food/drinks new board member orientation \$250

board/tac name plates \$50

additional google storage?

December 7, 2022

Privileged and Confidential Attorney-Client Communication

VIA ELECTRONIC MAIL TO tflynn@cogovlaw.com

Tim Flynn
Cherry Creek Basin Water Quality Authority
c/o Collins Cole Flynn Winn Ulmer
165 Union Blvd., Suite 785
Lakewood, Colorado 80228

Re: **Engagement for Legal Services
2023 Rulemakings and Related Environmental Matters**

Dear Tim,

Thank you for giving us the opportunity to provide additional legal services to the Cherry Creek Basin Water Quality Authority. The purpose of this communication is to memorialize our understanding of this continued engagement, and to serve as a written supplement to our previous engagement agreement, which will continue to define the terms and expectations of our relationship.

Client

The client for this engagement is the Cherry Creek Basin Water Quality Authority (“Authority”). This new engagement does not independently create an attorney-client relationship with or any additional duties owed to any other persons or entities, including the Authority’s members or affiliates.

Scope of Engagement

You have asked us to represent the Authority with regard to providing advice on environmental and water quality issues and representing the Authority in rulemaking and other hearings before the Colorado Water Quality Control Commission. The firm’s work on this engagement will be limited to this scope of services unless you specifically request our advice or representation on other issues or projects and the firm agrees in writing to do such additional work. Except as specifically noted above, this engagement does not (1) include advice about your disclosure obligations concerning the matter under any applicable securities laws or regulations, (2) require DGS to investigate or evaluate whether insurance is available for any matter arising in this engagement, or the availability or indemnity of a defense from an insurance carrier or other third party, or (3) undertake any duty to maintain any record or reminder system with respect to any applicable dates in agreements, licenses, or registrations to which you are a party and which may require future action on your part.

Fees and Other Charges

Our fees are based primarily on the actual time spent by the attorneys and other timekeepers who work on your matter and will be determined in the same manner as agreed in our previous engagements. My current billing rate is \$550 per hour. Andrea Bronson, a senior associate at our firm, will take the lead on most of this work; her current billing rate is \$480 per hour. We might involve others in our firm when, because of special experience, time availability, cost efficiency, or other reasons, they are in a better position to carry out certain responsibilities. Billing rates vary according to the experience of the individuals and the nature of their work and are typically adjusted on an annual basis to reflect the experience of our professionals as well as general economic factors. I have enclosed a copy of our 2022 Engagement Terms for your reference.

Conflicts of Interest

As you know, we must be certain that this engagement does not put us in conflict with another client's interests, as provided by the Colorado Rules of Professional Conduct. If a conflict were discovered after we have begun our work on this engagement, we might have to discontinue our work for you. Therefore, it is very important that you tell us now if any other persons are involved in this matter, or as soon as possible if others become involved in the future, so that we can perform additional conflict research. If all involved parties are not properly disclosed, DGS may need to withdraw from your representation.

After examining our records, we have not found any current conflicts for this matter with respect to the following parties:

Arkansas Fountain Coalition for Urban River
Evaluation
Arapahoe County Water and Wastewater Authority
Barr Milton Watershed Association
Board of Water Works of Pueblo, Colorado
Cache La Poudre Water Users Association
Centennial Water & Sanitation District
Central Colorado Water Conservancy District
Chatfield Watershed Authority
City of Aurora
City of Boulder
City of Brighton
City of Colorado Springs
City of Fort Collins
City of Golden
City of Greeley Water and Sewer
City of Loveland
City of Northglenn
City of Thornton
City of Westminster
Climax Molybdenum Company
Colorado Cattlemen's Association

Colorado Monitoring Framework
Colorado River Water Conservation District
Colorado Parks and Wildlife
Colorado Wastewater Utility Council
Denver Water
East Cherry Creek Valley Water and Sanitation
District
Environmental Protection Agency, Region 8
Front Range Feedlots, LLC.
Lower Arkansas Valley Water Conservancy District
Morrison Creek Water & Sanitation District
Northern Colorado Water Conservancy District
North Front Range Water Quality Planning
Association
Northwest Colorado Council of Governments
Parker Water and Sanitation District
Plum Creek Water Reclamation Authority
Supervisory Committee of South Platte Renew
South Platte Coalition for Urban River Evaluation
Summit Water Quality Committee
Town of Erie
Town of Firestone

December 7, 2022

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Town of Windsor
United Water and Sanitation District
Upper Blue Sanitation District

Upper Yampa Water Conservancy District
Water Supply and Storage Company
Colorado Water Quality Control Division

Termination or Conclusion of Engagement

This engagement will end at the earliest of your or our formal termination of the representation or the completion of our work for you on this matter (dispositively evidenced by a final bill or by a 24-month period of billing inactivity unless otherwise agreed in writing).

If the above correctly reflects your understanding of the expectations of this engagement, please reply to this email indicating your agreement. If you ask us to begin work before you reply to this email, or if we do not hear from you within 14 days, we will consider that this communication correctly reflects your understanding of our representation.

Once again, we appreciate the opportunity to be of service to you and look forward to working with you again. If at any time you have any questions about this letter or otherwise, please call me.

Sincerely,



Zach C. Miller
Senior of Counsel
for
DAVIS GRAHAM & STUBBS LLP

ADDITIONAL ENGAGEMENT TERMS JANUARY 3, 2022

This document reflects the firm's additional terms of engagement for the 2022 calendar year. These terms are an integral part of our agreement with you, except to the extent that the engagement letter(s) with respect to your open matter(s) specifically provide otherwise. Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment with your current engagement letter(s).

Client

Duty to Cooperate With DGS. To help us provide legal services, you agree to cooperate fully with us, provide to us the facts accurately and completely, tender to us all relevant documents and information, respond promptly to our requests, and inform us of all information and developments relating to a matter. We necessarily rely on the accuracy and completeness of the information that you provide us, and we may rely on that information without independently verifying it.

No Third-Party Beneficiaries. Any advice or services provided by DGS is for your benefit alone, is given solely for the purpose of the engagement in respect of which it is sought and is not to be used by or relied upon for other purposes or by third parties. The firm's duty of care is to you alone and does not extend to third parties (including your affiliates) unless DGS has accepted such responsibility in writing.

Change of Control or Other Reorganization. If you acquire, are acquired by, merge, or affiliate with another company, you will provide us with sufficient notice to permit us to research and evaluate whether such acquisition, merger, or affiliation creates a conflict of interest with any of our current or prospective clients.

Scope of Engagement

Excluded Services. We do not provide investment, accounting, financial, engineering, valuation, or other technical services or advice, nor will we be judging, resolving, or opining as to questions of fact. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing. We do not provide or maintain any record system with respect to any applicable dates in agreements, licenses, or registrations to which you may be or may become a party, including, for example, dates as applicable to rights, obligations, or agreements in relation to expiries, renewal, registrations or re-registrations, exercises of options, rights of first refusal or any similar matters.

Insurance Coverage. You should consider whether you have insurance coverage for any of the claims or liabilities arising out of the subject of our engagement and/or for related fees and expenses incurred. Unless explicitly stated otherwise in a written engagement letter, you have not retained us to provide advice about or to represent you concerning any such insurance coverage or to provide notice of claims. Accordingly, we will not provide advice or representation to you with respect to the issue of claims for insurance coverage that you might be entitled to assert for liability or losses arising out of the subject of our engagement, whether arising at the outset or during the course of the engagement. You should be aware that strategic decisions with respect to the subject of our engagement may affect insurance and coverage, and that coverage concerns may impact strategy, particularly in adversarial proceedings. You should consult with other counsel concerning such matters, including any possible or actual claims or disputes against or with any insurer or other parties who may owe you indemnification or a defense.

Other Advisors. When we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm.

ADDITIONAL ENGAGEMENT TERMS JANUARY 3, 2022

DGS will not be responsible for monitoring or reviewing their work or for the quality of that work. In some cases, we may recommend as an advisor or service provider a person or firm that has retained or may in the future retain DGS as counsel in other matters.

No Guarantee of Outcome. We will try to achieve a result in a matter that is satisfactory to you. But we do not and cannot guarantee the outcome of any matter and our fees are not contingent upon the outcome or completion of a matter unless we have specifically agreed otherwise in writing. Either at the commencement or during the course of our representation, we may express our opinions, views or beliefs concerning claims or courses of action and potential results. Any such statement made by any representative of DGS is intended to be an expression of opinions, views and beliefs only, based on information available to us at the time, and should not be construed by you as a guarantee of any type. You also agree that we will not provide any contractual indemnity to you, your affiliates, or any other person or entity in connection with a matter.

Marijuana Businesses. The cultivation, production, distribution, sale, and purchase of marijuana products ("Marijuana Channel Activities") are currently prohibited by U.S. federal criminal law even if the activities are operated in accordance with Colorado or other state laws. These federal prohibitions create limitations about our ability to represent clients that are directly engaged in Marijuana Channel Activities. These laws may also create limitations about our ability to represent clients that provide goods, services, technology, equipment, or financing to parties that are directly engaged in Marijuana Channel Activities. If you are involved in Marijuana Channel Activities or provide services or goods to parties involved in Marijuana Channel Activities, please raise this issue with the lead attorney staffing your matter(s) now so that we may assess how best to proceed.

Preserving Documents and Electronically Stored Information in Anticipation of Litigation

Federal and state law require clients and their attorneys to take timely affirmative steps to preserve documents and electronically stored information ("ESI") that may be potentially relevant to litigation. Accordingly, if you have retained DGS in relation to a matter that involves litigation, or where litigation is reasonably anticipated, both you and DGS may be under an obligation to ensure that necessary steps are taken to implement a litigation hold and prevent destruction of potentially relevant documents and ESI. You agree that you will preserve all such information pending our specific directives and cooperate with DGS in subsequently following such directives. Among other things, DGS may need to meet for these purposes with personnel such as your General Counsel, IT Manager, and/or the primary custodian(s) of documents and ESI. DGS may also need to obtain information about your IT department, computer use and records retention policies, inventories of hardware and software, backup information, disaster recovery systems, security, internet use, and indices of directories and files.

Fees and Other Charges

Work Assignments. The lawyer you primarily deal with may assign parts of your work to other lawyers or other personnel in the office under his or her supervision and may use other firm lawyers where specialized help is needed. In addition, we may ask our special tax counsel, lawyers from Nemirow Law LLP, to work on a matter in collaboration with DGS lawyers. The supervising lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you.

Basis of Fees. Unless otherwise stated in an engagement letter, our fees will be based primarily on the amount of time spent by lawyers and paralegals, and in some instances by law and document clerks, subject to certain

ADDITIONAL ENGAGEMENT TERMS JANUARY 3, 2022

adjustments. Each lawyer and paraprofessional working on a matter has an hourly billing rate, and the rate times the number of hours spent on a project is the initial basis for determining our fee. However, we may, in consultation with you, adjust the charge based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee. If we do not receive comment about an invoice within thirty (30) days of the statement date, we will assume that you have seen the invoice and find it acceptable.

Hourly Rates. Our 2022 standard hourly rates for legal services by lawyers range from \$340 to \$1,005 per hour, depending primarily on each lawyer's experience and expertise. 2022 hourly rates for our special tax counsel Larry Nemirow and Will Nemirow of Nemirow Law LLP are \$800 and \$400, respectively. Our hourly billing rates are usually reviewed and adjusted once a year and will typically be reflected in February invoices for time billed in January in any calendar year.

Estimates. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges and costs that may be incurred. Obviously, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact and do not limit or "cap" our fees and other charges or costs.

Disbursements on Your Account. You will also be responsible for payment of all out-of-pocket costs and disbursements advanced or incurred by DGS in the course of an engagement. These disbursements and charges include items incurred and paid for by us on your behalf such as special postage, delivery charges, travel, photocopying, client-directed billing services, docketing systems, and use of other third-party providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees, and so on. We also make separate charges for the use of systems to digitally process and store litigation data during the pendency of a matter.

Litigation Support Services

Should you decide to use our in-house litigation support capabilities, it is important to understand that we are not forensic document collectors engaged to acquire your electronically stored information or to certify its proper preservation for legal purposes. You will need to retain the separate services of forensic digital data collectors to perform this function. In addition, our litigation support technology is not a document storage system. Clients are advised to maintain a pristine copy of the electronically stored information delivered to us for processing. As your case nears completion, we may discuss with you whether and to what extent the digital materials delivered to us should be purged from our system and/or returned to you. In any event, after your case is concluded you should assume that these digital materials will be destroyed after one year.

Billing Arrangements and Payment Terms

Retainers. We may ask you to deposit an amount with us as security for the payment of our fees, which we will hold in our trust account on your behalf. We will submit our statements to you monthly and if they are not paid within thirty (30) days, we may also withdraw from the funds held in our trust account on your behalf the amounts necessary to pay any such statements. If the retainer is insufficient to pay the statements for which it is

ADDITIONAL ENGAGEMENT TERMS JANUARY 3, 2022

to be used, you will be billed for the deficiency that we ask to be paid immediately. Whenever the retainer is reduced to a balance of less than the original amount deposited, we will advise you and ask you to replenish the retainer to the original amount or such other amount we determine is required by the circumstances within seven (7) days. Notwithstanding the existence of any retainer, DGS always reserves the right to withdraw, at any time and in its sole discretion, from a client representation due to a client's financial circumstances. Any unused portion of the retainer will be returned to you, without interest, upon termination of our representation.

Billing Frequency. Unless otherwise agreed in an engagement letter, DGS will send you an invoice for each month in which work is performed or expenses are incurred on your behalf. Depending on the nature and magnitude of the services, we may bill more frequently. Each invoice will state the fees charged for attorneys and any other timekeepers, itemize expenses related to the matter, and show any charges for any third parties who bill the firm for their services.

Payment Terms. Our billing rates are based on the assumption of prompt payment. Statements unpaid within thirty (30) days will be subject to a late charge of 1.5% per month (18% per year) on the unpaid balance commencing from the date of the original statement and continuing until paid. Payment should be made in U.S. dollars, by checks payable to "Davis Graham & Stubbs LLP" or pursuant to wire or automated clearinghouse instructions provided to you. We do not accept credit card payments with respect to our invoices. If any of our statements are not promptly paid, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees. DGS always reserves the right to withdraw, at any time and in its sole discretion, from a client representation due to a client's unwillingness or apparent inability to pay amounts due or anticipated with respect to an engagement.

Third-Party Charges. Unless special arrangements are made, you are responsible for paying the charges of outside contractors and service providers used on a matter and we may instruct them to bill you directly for their services when appropriate. Unless otherwise agreed, those outside contractors and service providers are deemed to be directly engaged by you even if their invoices are addressed to us. If they send invoices to us, we may re-direct them to you for payment. In our discretion, we may pay such invoices on your behalf and include those sums in our invoices to you.

Taxes on Invoiced Amounts. If you are required by law to deduct or withhold any taxes from payments due to DGS, or if DGS or its lawyers are required to pay any taxes directly to any taxing authority with respect to our charges, you agree to pay us the additional amounts necessary to compensate DGS for the withholding or additional cost so that, after the withholding or payment of the taxes, DGS receives the full amount due under its invoices.

Ultimate Responsibility for Payment. By engaging us, you acknowledge that you are responsible for payment of our fees, expenses, and other charges. In appropriate matters, as an accommodation to you, we may agree to send our invoices to third-party payors (e.g., an insurer, indemnitor, equity owner, or borrower). But you agree that you will remain fully responsible for timely payment of our invoices if for any reason the third-party payor does not timely pay them in full.

Delinquent Accounts. Occasionally, an account becomes delinquent. Should this occur, the firm has collection procedures that it may undertake to ensure that the account is paid promptly. If we initiate proceedings to collect a delinquent account, you agree to pay our costs of collection, including reasonable attorneys' fees. In

ADDITIONAL ENGAGEMENT TERMS JANUARY 3, 2022

fairness to most of the firm's clients who pay their bills each month, these collection procedures and our late payment charge have been established so that the minority of clients whose accounts become delinquent will bear the firm's cost of such delinquent accounts.

Document Retention Policy

It is the firm's policy to retain relevant documents and electronically stored information in our possession ("Engagement Files") for every matter until the completion of the engagement. Shortly after the conclusion of an engagement, we may send you a written offer to return some or all of these Engagement Files to you. We may delay or limit our offer to return Engagement Files if we believe that there are unusual circumstances requiring us to retain some or all of them after the completion of the engagement. However, if we do offer to return Engagement Files to you and you fail to accept the return of the Engagement Files within three (3) months of our offer, you agree that the firm may destroy all unclaimed Engagement Files. In any event, if we do not send you a written offer to return your Engagement Files to you after the completion of an engagement, it is our policy to destroy all files (including all materials in those files), ten (10) years after we have last billed the client for services on the engagement. While this retention period may be adjusted if current legal or ethical restrictions on destruction of client files are modified, unless you are informed otherwise by us, you should assume that your Engagement Files will be destroyed after this ten (10) year period. After ten (10) years, our file destruction process is automatic, and you will not receive any further notice prior to the final disposition of your Engagement Files. Accordingly, if you wish to maintain a record of a matter beyond this ten (10) year retention period, you should make a written request for the Engagement Files that you wish to retain upon the completion of the engagement.

Termination or Conclusion of Engagement

Termination Generally. You may terminate an engagement at any time and for any reason by informing us in writing. Similarly, we may terminate or withdraw from our representation of you at any time for any reason (including non-payment of fees), provided we comply with the applicable rules of professional conduct. If we decide to withdraw for any reason, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. In the event of a termination or our withdrawal, you will pay us any outstanding fees and other charges.

Automatic Termination. Unless sooner terminated by either of us, an engagement and the attorney-client relationship created by a matter will end at the completion of our work for you on the matter (dispositively evidenced by a final bill or by a 24-month period of billing inactivity unless otherwise agreed in writing). If you later engage us for any related or additional matter, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to an engagement letter.

Future Changes in Law or Other Developments. After the end of a matter, circumstances might evolve and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of a matter to provide such advice, we have no continuing obligation to advise you about future legal developments or your future rights and obligations based on future changes in law or other developments.

Post-Termination Tasks. After the conclusion of a matter, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to the matter but not involving the provision of legal

ADDITIONAL ENGAGEMENT TERMS JANUARY 3, 2022

representation, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, performing transition work, and other similar activities. In such case, we will promptly consult with you about whether you wish, in the first instance, to supply the information requested or to assert any attorney-client privilege or any other privileges or reason for withholding information. You agree to compensate us for the fees and expenses we incur in these post-termination tasks, including payment for the time spent by our attorneys and other timekeepers calculated at our then-current hourly rates. However, we will not be obligated to submit to interviews or to provide testimony, and any post-engagement work will not constitute the performance of legal services for you or create or revive an attorney-client relationship between us.

Arbitration of Disputes

If you disagree with any aspect of our legal services, including our fees, we encourage you to discuss your concerns directly with the DGS attorney(s) you work with. Our experience has been that such disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality. However if such efforts are not successful, both DGS and you agree that any dispute relating to our charges or the legal services performed in any engagement will be submitted to binding arbitration in Denver, Colorado, pursuant to the Colorado Uniform Arbitration Act and the rules of the American Arbitration Association. The arbitration proceeding will be conducted in Denver, Colorado by the Judicial Arbitrator Group, Inc., and selection of an arbitrator and the conduct of the arbitration will be handled pursuant to that entity's then-existing procedures. Any decision in such arbitration proceeding will be final and binding on you and DGS, except as otherwise provided by law. Judgment upon the award entered by the arbitrator may be entered in any court having appropriate jurisdiction. Notwithstanding the provisions in this paragraph, either party may seek temporary or emergent injunctive relief in aid of arbitration and to prevent irreparable injury in any court of competent jurisdiction.

PLEASE UNDERSTAND THAT UNDER COLORADO LAW, PUNITIVE DAMAGES ARE NOT RECOVERABLE BY ANY PARTY SUBJECT TO ARBITRATION, NOR ARE JURY TRIALS AVAILABLE IN ARBITRATION. YOU UNDERSTAND THAT, BY AGREEING TO ARBITRATION, YOU HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE YOUR RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING FROM OR RELATED TO ANY SERVICES PROVIDED UNDER ANY ENGAGEMENT.

Governing Law

Our agreement will be interpreted and enforced under Colorado law without giving effect to Colorado's choice of law rules. Any unenforceable provision in our engagement letter or these Additional Engagement Terms will be severed from our agreement, and the remainder of our agreement will be enforced to the fullest extent possible.

RESOLUTION NO. 2022-12-1

CHERRY CREEK BASIN WATER QUALITY AUTHORITY

ARAPAHOE AND DOUGLAS COUNTIES, COLORADO

**A RESOLUTION RATIFYING, APPROVING AND CONFIRMING ALL
ACTIONS TAKEN BY THE BOARD OF DIRECTORS OF THE CHERRY
CREEK BASIN WATER QUALITY AUTHORITY AT ITS NOVEMBER 17, 2022,
REGULAR MEETING**

WHEREAS, the Board of Directors (“Board”) of the Cherry Creek Basin Water Quality Authority (“Authority”) is authorized by Section 25-8.5-110(1)(b) C.R.S. to make and pass resolutions necessary for the governance and management of the affairs of the Authority, for the execution of powers vested in the Authority, and for carrying out the provisions of Article 8.5 of Title 25 of the Colorado Revised Statutes; and

WHEREAS, the Board of the Authority recently learned that full notice of the Authority’s November 17, 2022, Board of Directors meeting may not have been posted on the Authority’s website in accordance with the Authority’s standard practices and operating procedures; and

WHEREAS, the Board desires to ratify, approve and confirm all actions taken by the Board at its November 17, 2022, meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cherry Creek Basin Water Quality Authority of Arapahoe and Douglas Counties, Colorado that:

1. Ratification, Approval and Confirmation. All actions taken by the Board of the Authority at the Authority’s November 17, 2022 regular meeting, including but not limited to the setting of the Authority’s fees for calendar year 2023, the adoption of the Authority’s 2023 Budget, the appropriation of funds for the 2023 Budget, and the setting of the Authority’s mill levy for collection in calendar year 2023 are hereby ratified, approved and confirmed, as are all contracts, payments and other actions taken by the Board at said meeting.

2. Severability. Should any one or more section, subsection, sentence, clause or phrase of this Resolution be for any reason held to be invalid or deemed enforceable, such determination shall not affect, impair or invalidate the remaining provisions of this Resolution. The intention being that the various sections and provisions hereof are severable.

3. Public Health and Safety. The Authority Board hereby determines and finds that the adoption of this Resolution is necessary for and promotes the public health, welfare and safety of the inhabitants and property within the Authority's boundaries.

ADOPTED this 15th day of December 2022.

**CHERRY CREEK BASIN WATER
QUALITY AUTHORITY**

By _____
Joshua Rivero, Chairman

Attest:

_____, Assistant Secretary/Treasurer



MEMORANDUM

To: CCBWQA Board of Directors
 From: Val Endyk - CCBWQA Administrative Assistant
 Date: December 9, 2022
 Subject: Board Appointees to the Technical Advisory Committee (TAC)

Suggested 2023 Board Appointees to the TAC

Current Board Appointees

For Board Consideration

Alex Mestdagh	Town of Parker
Ann Woods	City of Greenwood Village
Ashely Byerley	SEMSWA - Representing Centennial
Casey Davenhill	Board Appointee, Cherry Creek Stewardship Partners
David Van Dellen	Town of Castle Rock
Jacob James	City of Lone Tree
Jason Trujillo	Board Appointee, Cherry Creek State Park
Jeremiah Unger	
<ul style="list-style-type: none"> • Tripp Minges - Alternate • Joshua Giovannetti - Alternate 	Board Appointee, CDOT
Jim Watt	Board Appointee, Mile High Flood District
Jon Erickson	2023 TAC Chair, Board Appointee, Colorado Parks and Wildlife
Joseph Marencik	City of Castle Pines
Lisa Knerr	2023 Vice Chair, Arapahoe County
Rebecca Tejada	Board Appointee, Special Districts, Parker Water and Sanitation
Rick Goncalves	Board Appointee, RG Engineers
Ryan Adrian	Douglas County
Sherry Scaggiari	City of Aurora
Wanda DeVargas	Board Appointee, E-470
Joe Maxwell	US Army Corps of Engineers

	Arapahoe County Health
	Douglas County Health

MEMORANDUM

To: CCBWQA Board
From: CCBWQA TAC
Date: December 15, 2022
Re: Land Use Reviews

During the preparation of the CCBWQA 2023 Annual Budget, the Executive Committee recommended and the Board approved eliminating routine technical reviews of land development type activities (called “Land Use Reviews”) from local governments for compliance with Control Regulation 72. This memorandum addresses how this change will be implemented during 2023.

Background. Review of land disturbance activities for compliance with Regulation 72, namely implementation of construction and post-construction BMPs, was initiated in the early 2000’s. Since that time, local governments have progressively become more sophisticated and experienced in ways to minimize the discharge of pollutants during and after development activities, as demonstrated by the minimal number of referrals where the Authority did not recommend approval of projects to the local government. Additionally, recent municipal separate storm sewer system (MS4) permits are more explicit regarding requirements for compliance with Regulation 72. For these reasons, the Authority believes that the local government’s review is sufficient to ensure compliance with Regulation 72 requirements. In cases where the local government would like additional review or consultation with the Authority, the Authority’s Technical Manager will be available to discuss questions or arrange an independent review if needed.

TAC Review. Eliminating the Authority’s Land Use Reviews was discussed at a TAC meeting during which time the TAC supported this change but had questions regarding local governments’ need for the Authority’s “approval” as part of their MS4 permits and how the change would be implemented. The TAC formed a subcommittee to review changes in the procedure and recommended approval of the procedure at the December 1, 2022 TAC meeting.

Proposed Process. The Executive Committee recommends the following initial approach for 2023 that can be altered as needed to meet both the Authority’s and local government’s requirements.

- Local governments will continue to notify the Authority of proposed development plans by email addressed to LandUseReferral@ccbwwqa.org. The Authority's Administrative Assistant will respond by email or other established electronic system with the following statement:

The Cherry Creek Basin Water Quality Authority (Authority) acknowledges notification from [local agency] that the proposed development plans for [development name or project ID] have been or will be reviewed by the [local agency] for compliance with the applicable Regulation 72 construction and post-construction requirements. Based on the Authority's current policy, the Authority will no longer routinely conduct a technical review and instead the Authority will defer to the [local agency's] review and ultimate determination that the proposed development plans comply with Regulation 72.

If a technical review of the proposed development plan is needed, please contact LandUseReferral@ccbwwqa.org. The review may include consultation with the Authority's Technical Manager to address specific questions or to conduct a more detailed Land Use Review, if warranted.

Timing: This process will become effective as determined by the Board.

Budget Impact: Eliminating Land Use Reviews is expected to reduce the Authority's budget requirements by over \$30,000 per year.

Recommended Action: Motion that the CCBWQA Board update the Authority's land use referral process as described in this TAC Action Memo dated December 15, 2022. The CCBWQA Technical Manager is directed to communicate the new land use referral process by letter. Confirmation of receipt of the letter will also be requested.

Next Steps: R2R Engineers has met with Wright Water Engineers staff to facilitate a transition of the land use review process to WWE staff for the limited land use referrals that will still be conducted. TAC and Board representatives will provide contact information for individuals at their organizations who should receive notification of the transition. TAC will continue to provide feedback on the new process and any needed changes based on experience gained during implementation of the new process will be brought back to the Board, if needed.



Cherry Creek Basin Water Quality Authority

cherrycreekbasin.org
303.968.9098
manager@ccbwwqa.org

December 15, 2022

Abe Laydon
Douglas County

Bahman Hatami
Governor's Appointee

Bill Ruzzo
Governor's Appointee

Caryn Johnson
Town of Castle Rock

Christopher Lewis - Vice Chair
Governor's Appointee

John McCarty - Secretary
Governor's Appointee

John Woodling
Governor's Appointee

Joshua Rivero - Chair
Town of Parker

Luis Tovar
Special District Representative

Margaret Medellin
Governor's Appointee

Mike Anderson
City of Lone Tree

Nancy Sharpe
Arapahoe County

Roger Hudson
City of Castle Pines

Stephanie Piko
City of Centennial

Steve Sundberg
City of Aurora

Tom Downing
Governor's Appointee

Tom Stahl
City of Greenwood Village

To: Local Land Development Review Agency
From: Cherry Creek Basin Water Quality Authority
Jane Clary, Technical Manager

Re: Change to Cherry Creek Basin Water Quality Authority Land Use Reviews

The Cherry Creek Basin Water Quality Authority has changed its land use review process, effective **January 1, 2023**.

Historically, the Authority has conducted technical reviews of proposed development plans for compliance with construction-phase and post-construction stormwater quality requirements described in Regulation 72, the Cherry Creek Basin Control Regulation. Since that time, local governments have progressively become more sophisticated and experienced in ways to minimize the discharge of pollutants during and after development activities, as demonstrated by the minimal number of referrals where the Authority did not recommend approval of projects to the local government. Additionally, recent municipal separate storm sewer system (MS4) permits are more explicit regarding requirements for compliance with Regulation 72. For these reasons, the Authority believes that the local government's review is sufficient to ensure compliance with Regulation 72 requirements. In cases where the local government would like additional review or consultation with the Authority, the Authority's Technical Manager will be available to discuss questions or arrange an independent review if needed.

Effective **January 1, 2023**, local governments will continue to notify the Authority of proposed development plans by email addressed to LandUseReferral@ccbwwqa.org. The Authority's Administrative Assistant will respond by email or other established electronic system with the following statement:

The Cherry Creek Basin Water Quality Authority (Authority) acknowledges notification from [*local agency*] that the proposed development plans for [*development name or project ID*] have been or will be reviewed by the [*local agency*] for compliance with the applicable Regulation 72 construction and post-construction requirements. Based on the Authority's current policy, the Authority will no longer routinely conduct a technical review and instead the Authority will defer to the [*local agency's*] review and ultimate determination that the proposed development plans comply with Regulation 72.

If a technical review of the proposed development plan is needed, please contact LandUseReferral@ccbwwqa.org. The review may include consultation

with the Authority's Technical Manager to address specific questions or to conduct a more detailed Land Use Review, if warranted.

We welcome input from local agencies if refinements to this process are needed as experience is gained with this revised referral process. **Additionally, we request a reply email confirming that you and appropriate staff from your organization are aware of the new land use review process for the Authority.**

Memorandum

To: CCBWQA Board of Directors
From: Jessica DiToro, PE, LRE Water
Reviewed by: Jane Clary, Wright Water Engineers
Date: December 9, 2022
Subject: Lake Nutrients Criteria Rulemaking Hearing

On September 8th, the Water Quality Control Commission (WQCC) released an order in response to two motions requesting a delay in the Lake Nutrients Criteria Rulemaking Hearing (RMH) process. In the order, the WQCC ordered that the RMH be rescheduled for April 10, 2023. All prehearing deadlines for the RMH were stayed until formally rescheduled. A virtual status conference was held on September 14th to establish a new schedule of events related to the RMH. On September 19th, the WQCC issued an official procedural order outlining the new schedule for the April RMH. The new RMH schedule can be found attached with CCBWQA TAC and Board meeting dates overlayed as Attachment 1 to this memorandum.

As part of the updated RMH schedule, the Water Quality Control Division (WQCD) submitted a supplemental Proponent's Prehearing Statement (sPPHS) on October 5th. Prior to this, the WQCD had requested that stakeholders provide them with updated and corrected datasets so that the model could be rerun, and proposed criteria adjusted as appropriate. CCBWQA provided a corrected dataset to the WQCD in August with its original Responsive Prehearing Statement (RPHS). The result of incorporating these updated and corrected datasets in the model is as follows:

Parameter	Original Proposal	Updated Proposal
Total Phosphorus (µg/L)	36	40
Total Nitrogen (µg/L)	600	610

Staff reviewed the WQCD's sPPHS and determined that it does not substantively affect the CCBWQA's previously submitted RPHS. During the November CCBWQA TAC and Board meetings, Staff recommended that CCBWQA retract its original RPHS and resubmit its RPHS so that it includes a brief letter from Hydros as an exhibit that describes the above statement in more detail. Staff also recommended that the following sentence be added to the beginning of the RPHS: *"CCBWQA has reviewed the Division's Supplemental Proponent's Prehearing Statement and determined that it does not substantively affect the CCBWQA's previously submitted RPHS, as described in Exhibit X."* The Board approved this recommendation at its November 17th meeting.

At their respective November meetings, the CCBWQA TAC and Board both directed Staff to continue coordinating with the WQCD, as appropriate. On November 18th CCBWQA Technical Manager Jane Clary coordinated with Blake Beyea (WQCD Standards Unit Manager) to briefly discuss the CCBWQA's request for a delayed effective date to allow time for development of site-specific standards for Cherry Creek Reservoir. Based on this discussion, the WQCD agreed to provide some additional informal feedback to

CCBWQA on the draft RPHS, with initial discussion suggesting that more specificity regarding the site-specific standards approach could be beneficial to CCBWQA's RPHS. After sharing the CCBWQA's draft RPHS with the WQCD and associated further email coordination with the WQCD (which included the requested specificity regarding the site-specific standards approach that the CCBWQA planned to implement) it does not appear that the WQCD will be supportive of the CCBWQA's delayed effective date request at this time. However, correspondence does suggest that the WQCD does not oppose a site-specific standard for Cherry Creek Reservoir.

Based on additional discussion among the TAC at its December 1st TAC meeting, the TAC made the decision to "stay the course" with the following recommendation: *"the TAC recommends that the CCBWQA Board continue with the delayed effective date request for the Lake Nutrients Criteria RMH."*

The next deadline for the RMH is submittal of the RPHS on December 21st. The December 15th Board meeting will be the last regularly scheduled CCBWQA meeting before the RPHS deadline. If additional feedback from WQCD and related discussions identify minor changes that could result in WQCD supporting the CCBWQA's position, Staff would like the ability to make such changes if the timing does not align with the December TAC and Board meetings. To address this potential timing constraint, Staff requests that the Board create a subcommittee with the delegated authority to make decisions during time-constrained hearing deadlines and/or make minor edits to hearing documents for the Lake Nutrients Criteria RMH that are substantively consistent with prior direction provided by the Board and TAC. Jane Clary and Bill Ruzzo will lead this discussion as part of a separate Discussion and Action Item at the December 15th Board meeting.

Lakes Nutrients Criteria (Regulations 31-38) RMH Schedule + CCBWQA Meeting Schedule		
Event	Date	Activity
Nutrient Town Hall	May 2 nd	Proposed criteria released by WQCD
May TAC	May 5 th	1 st discussion related to draft criteria at TAC level
May Board	May 19 th	1 st discussion related to draft criteria at Board level
June TAC	June 2 nd	2 nd discussion related to draft criteria at TAC level
June Board	June 16 th	2 nd discussion related to draft criteria at Board level
July TAC	July 7 th	3 rd discussion related to draft criteria at TAC level – Motion for Party Status
July Board	July 21 st	3 rd discussion related to draft criteria at Board level – Motion for Party Status
PPHS	August 3 rd	Review WQCD's PPHS
August TAC	August 4 th	4 th discussion related to draft criteria at TAC level – Motion for RPHS
Party Status Requests	August 17 th	Submit Party Status Request
August Board	August 18 th	4 th discussion related to draft criteria at Board level – Motion for RPHS
September TAC	September 1 st	5 th discussion related to draft criteria at TAC level – Discuss Rebuttal
September Board	September 15 th	5 th discussion related to draft criteria at Board level – Motion for Rebuttal if needed
Supplemental PPHS	October 5 th	Review WQCD's Supplemental PPHS
October TAC	October 6 th	6 th discussion related to draft criteria at TAC level – Update on status
October Board	October 20 th	6 th discussion related to draft criteria at Board level – Update on status
November TAC	November 3 rd	7 th discussion related to draft criteria at TAC level – Discuss RPHS
November Board	November 17 th	7 th discussion related to draft criteria at Board level – Motion for RPHS
December TAC	December 1 st	8 th discussion related to draft criteria at TAC level – Discuss Board Subcommittee
December Board	December 15th	8th discussion related to draft criteria at Board level – Motion for Board Subcommittee
RPHS	December 21st	Submit Supplemental RPHS – TBD + Review other parties' RPHSs
January TAC	January 5th	9th discussion related to draft criteria at TAC level – Discuss Rebuttals
January Board	January 19th	9th discussion related to draft criteria at Board level – Motion for Rebuttals(?)
February TAC	February 2nd	10th discussion related to draft criteria at TAC level – Update on status
Rebuttals	February 15th	Submit Rebuttal Statement – TBD + Review other parties' Rebuttals
February Board	February 16th	10th discussion related to draft criteria at Board level – Update on status
Motions	February 22nd	TBD
Complex Outstanding Issues Index	March 1st	Review Index
March TAC	March 2nd	11th discussion related to draft criteria at TAC level – Discuss RMH Presentation
Prehearing Conference	March 7th	Participate (virtually) in conference to maintain Party Status
March Board	March 16th	11th discussion related to draft criteria at Board level – Motion for RMH Presentation
Negotiation Cutoff	March 16th	Final negotiations with WQCD and other parties today
Consolidated Proposal	March 30th	Review Proposal
Cost Benefit Analysis	March 31st	Review Cost Benefit Analysis
Regulatory Analysis	April 5th	Review Regulatory Analysis
April TAC	April 6th	12th discussion related to draft criteria at TAC level – Update on status
RMH	April 10th	Participate (virtually) in RMH
April Board	April 20th	Update on RMH outcome
May TAC	May 4th	Update on RMH outcome

ACTION ITEM MEMORANDUM

To: CCBWQA Board
From: Jane Clary, Technical Manager
Date: December 8, 2022
Subject: Lone Tree Creek, Windmill Creek and Cottonwood Creek Master Drainage Plan: Park Boundary to Reservoir

Request: That the Board authorize preparation of an agreement to engage Wright Water Engineers (WWE) to extend an on-going master drainage plan effort for Lone Tree Creek, Windmill Creek and Cottonwood Creek from the Cherry Creek State Park Boundary to the Reservoir in accordance with WWE's proposed scope of work provided to the TAC on November 28, 2022.

Issue: CCBWQA has a Capital Improvement Program for projects that help to protect the water quality of Cherry Creek Reservoir. CIP priorities should be based on sound underlying technical analysis that identifies and prioritizes problems, identifies alternatives to solve those problems, and provides technical data (e.g., hydrologic data) to support future projects. WWE is currently performing drainage master plan work for the Mile High Flood District and SEMSWA for the Southwest Tributaries of Cherry Creek, which include the Cottonwood, Lone Tree, Windmill, and Dove Creek watersheds, but the analysis ends at the Park Boundary. See <https://www.cherrycreekswtlibs.com/> for project information. CCBWQA has a current opportunity to extend this project to the Reservoir as a companion project to the work being completed by WWE for SEMSA/MHFD. See the enclosed proposed scope of work for more information about the project approach and its relation to the upstream master planning effort for these tributaries.

Budget: WWE's proposed budget is \$40,000 and has been included in the 2023 CCBWQA budget. The optional task for additional meetings of \$4,000 is available in contingency funds in the 2023 budget, if needed.

TAC Recommendation: TAC recommended that the Board authorize preparation of an agreement to engage Wright Water Engineers (WWE) to extend an on-going master drainage plan effort for Lone Tree Creek, Windmill Creek and Cottonwood Creek from the Cherry Creek State Park Boundary to the Reservoir in accordance with WWE's proposed scope of work provided to the TAC on November 28, 2022.

Recommendation: Motion to authorize legal counsel to prepare an agreement to engage Wright Water Engineers (WWE) to extend an on-going master drainage plan effort for Lone Tree Creek, Windmill Creek and Cottonwood Creek from the Cherry Creek State Park Boundary to the Reservoir in accordance with WWE's proposed scope of work dated November 28, 2022.

Next Steps: CCBWQA's attorney will prepare an agreement to engage WWE on this project and identify a subcommittee to represent the Board on this project.



Wright Water Engineers, Inc.

2490 West 26th Ave., Suite 100A
Denver, Colorado 80211
(303) 480-1700 TEL
(303) 480-1020 FAX

www.wrightwater.com
e-mail: aearles@wrightwater.com

November 28, 2022

Via email: Bill.Ruzzo@comcast.net

Bill Ruzzo, P.E., Executive Committee Representative
Cherry Creek Basin Water Quality Authority
PO Box 3166
Centennial, CO 8016

Re: Master Plan Update for Lone Tree and Windmill Creeks in Cherry Creek State Park

Wright Water Engineers, Inc. (WWE) has prepared this letter for the Cherry Creek Basin Water Quality Authority (Authority) to outline an approach for a companion master plan for portions of Lone Tree, Windmill and Cottonwood Creeks within Cherry Creek State Park. This work will build upon a Major Drainageway Plan (MDP) update for these watersheds that WWE is currently conducting for the upstream Southeast Metro Stormwater Authority (SEMSWA) service area, which includes the City of Centennial and Arapahoe County. The Mile High Flood District (MHFD), SEMSWA, and WWE have been working together in developing the MDP since January 2022, and it is anticipated to be completed in the summer of 2023. (Attachment 3 provides an overview of the MHFD/SEMSWA MDP for general reference.)

Based on our discussions over the past few weeks, WWE proposes four primary tasks:

- Task 1. Evaluate Current Conditions – Much of Task 1 can build upon work WWE has already completed with SEMSWA regarding updating the hydrology for these watersheds. For Task 1, WWE will provide an update to these studies to incorporate contributing drainage areas previously not included within the Cherry Creek State Park. This will include generating updated hydrology for several watersheds including Lone Tree Creek, Windmill Creek and Cottonwood Creek that have been identified as needing routing in this model. WWE will also meet with designated representatives of the Authority¹ and other stakeholders to identify priority areas for evaluation of the existing site condition, including a discussion of flood history if applicable. Early input from Colorado Parks and Wildlife representatives for Cherry Creek State Park and U.S. Army Corps of Engineers representatives will be critical for the project. Based on these discussions and a review of the existing hydrology, WWE staff will perform field work to collect information on these waterways. Field work will include an evaluation of existing stream corridors, contributing watersheds, storm conveyance, and water quality control measures.

¹ WWE will defer to the Authority to determine whether meetings will include designated representatives of the Board, TAC members and/or the Board itself. This group should be identified early in the project.

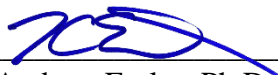
- Task 2. Develop Alternatives – Based on the findings of the site visit and hydrology assessment, WWE will develop a master list of potential improvement projects within the three watersheds to be considered for inclusion in the master plan. From this list, WWE will meet with designated representatives of the Authority and other stakeholders to determine which drainage improvements should be evaluated further in the master plan update. This initial qualitative screening will be documented so that it is clear which initial ideas were considered but eliminated from further consideration. For Cottonwood Creek, although hydrology will be completed to the reservoir, alternatives evaluation will primarily focus on management alternatives rather than structural alternatives. One of the goals of the alternatives development will be to address issues with an existing relic stock pond on Lone Tree Creek just downstream of the access road to the Caretakers Cabin. The pond accepts primary flow and more frequent storm events from Lone Tree Creek. Severe erosion is occurring below and within the spillway. Alternatives evaluated for this pond will include ways to address the apparent lack of existing water rights, nutrient retention, and potential embankment failure. Another major component of the alternatives analysis will include planning for the major and minor storm flow paths of Lone Tree Creek, which currently splits flow with the main branch going to the retention pond and a secondary branch going to Windmill Creek. In addition to these focus areas, the alternatives development process will consider stream restoration, flow conveyance, channel instability, wetland preservation, culvert capacity, adaptive stream management strategies, planning for recreational trail crossings of waterways, and management of pollution reduction facilities (PRFs).
- Task 3. Evaluate Alternatives and Develop MDP – WWE will evaluate and select alternatives from Task 2. Selection of alternatives will incorporate feedback from designated representatives of the Authority, stakeholders, and the public (e.g., birding community, trail users). This task also includes some time for public outreach. We assume that WWE will assist in providing content for stakeholder and community outreach. We also have budgeted for developing a simple presentation providing an overview of the master plan update that can be provided to the Authority, stakeholders and the public. These results will be incorporated into a report including generation of graphics, mapping, preliminary cost analysis (budget-level costs), and conceptual sizing calculations. Conceptual design is not included in the project scope. The report will be in a form suitable for posting to the Authority’s website and will be prepared as a companion report to the ongoing MHFD/SEMSWA project described in Attachment 3.
- Task 4. Project Management and Plan Review – This task includes time for project management; internal coordination meetings; check-in calls with the project team; review of tasks, time, and charges; and similar tasks. We have assumed that WWE staff will attend two monthly Board and/or TAC meetings. This task also includes some time for ad hoc meetings as needed with Board/TAC members and stakeholders and general correspondence not related to Tasks 1 - 3. WWE will submit the draft report and all required supplementary materials to the Authority and stakeholders for review and comment. Task 4 includes addressing and responding to one round of formal comments from the Authority’s representatives.


WWE has attached a spreadsheet that lists each of these tasks and estimated hours and costs. WWE's estimated budget for this scope of work is \$40,000, including an allowance for direct costs. Additionally, we have identified a \$4,000 contingency for additional meetings or reviews, if needed and directed by the Authority. WWE's standard hourly rate schedule also is attached.

We look forward to kicking this work off in 2023. If you have any further comments on the proposed scope of work or estimated budget, we would be glad to have a meeting to discuss. We really appreciate the opportunity to conduct this work for the Authority.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

By 
Andrew Earles, Ph.D., P.E., D.WRE
Vice President of Water Resources

By 
Maggie Lewis, P.E.
Water Resources Engineer

Attachments

1. Worksheet with Tasks, Hours, and Costs
2. WWE 2022 Rate Schedule
3. MHFD-SEMSWA Southwest Tributaries Master Drainage Plan Scope (for reference)

cc: Jane Clary, WWE, clary@wrightwater.com

Attachment 1

Worksheet with Tasks, Hours and Costs

Attachment A												
Master Plan for Lone Tree and Windmill Creek in the Cherry Creek State Park												
Proposed Scope of Work and Estimated Budget												
Staff	Role	Rate	Task 1. Evaluate Existing Conditions		Task 2. Develop Alternatives		Task 3. Evaluate Alternatives and Develop MDP		Task 4: Project Management and Plan Review		Total	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Earles	Project Manager	\$242	10	\$2,420	15	\$3,630	10	\$2,420	12	\$2,904	47	\$11,374
Lewis	Project Engineer	\$157	22	\$3,454	30	\$4,710	20	\$3,140	16	\$2,512	88	\$13,816
Wilson	Project Engineer	\$115	28	\$3,220	20	\$2,300	22	\$2,530	8	\$920	78	\$8,970
Clary	Peer Review	\$231	4	\$924	4	\$924	8	\$1,848	2	\$462	18	\$4,158
Waters	Admin	\$93		\$0		\$0	4	\$372	6	\$558	10	\$930
Subtotals Labor			64	\$10,018	69	\$11,564	64	\$10,310	44	\$7,356	241	\$39,248
Estimated direct costs (plotting, phone, mileage, etc., estimated at ~ 2% of labor subtotal)												\$752
Total												\$40,000
Contingency (10% for additional meetings, if needed)												\$4,000

Tasks

Task 1. Evaluate Current Conditions – Much of Task 1 can build upon work WWE has already completed with SEMSWA regarding updating the hydrology for these watersheds. For Task 1 WWE will provide a companion to these studies to incorporate contributing drainage areas previously not included within the Cherry Creek State Park. This will include generating hydrology for several sub-basins that have been identified as needing routing in this model. WWE will also meet with designated representative of the Board (including the State Park) and other stakeholders to identify priority areas for evaluation of the existing site condition, including a discussion of flood history if applicable. Based on these discussions and a review of the existing hydrology, WWE staff will perform field work to collect information on these waterways. Field work will include an evaluation of existing stream corridors, contributing watersheds, storm conveyance, and water quality control measures.

Task 2. Develop Alternatives – Based on the findings of the site visit and hydrology assessment, WWE will develop a list of potential improvements projects within the three watersheds to be considered for inclusion in the master plan. From this list, WWE will meet with the designated Board representatives and other stakeholders to determine which drainage improvements should be evaluated in the master plan update. The alternatives development process will consider stream restoration, flow conveyance, channel instability, wetland preservation, culvert capacity, adaptive stream management strategies, planning for recreational trail crossings of waterways, and management of pollution reduction facilities (PRFs).

Task 3. Evaluate Alternatives and Develop MDP – WWE will evaluate and select alternatives from Task 2. Selection of alternatives will incorporate feedback from designated representatives of the Board, stakeholders, and the public. This task also includes some time for public outreach. We assume that WWE will assist in providing content for stakeholder and community outreach. We also have budgeted for developing a simple presentation providing an overview of the master plan update that can be provided to stakeholders and the public. These results will be incorporated into a MDP report companion including generation of graphics, mapping, preliminary cost analysis, and conceptual sizing calculations.

Task 4. Project Management and Plan Review – This task includes time for project management; internal coordination meetings; check-in calls with the project team; review of tasks, time, and charges; and similar tasks. We have assumed that WWE staff will attend four meetings identified by the CCBWQA. This task also includes some time for ad hoc meetings as needed with Board members and stakeholders and general correspondence not related to Tasks 1 - 3. WWE will submit the draft report and all required supplementary materials to designated Board representatives, the TAC and stakeholders for review and comment. Task 4 includes addressing and responding to one round of formal comments from CCBWQA.

Notes and Assumptions

Task 1 includes two 6-hr field visits by two WWE staff.

Task 3 includes one formal meeting and presentation with stakeholders.

The anticipated review process for Task 4 includes a response to one set of comments. Contingency funds may be used if additional rounds of review are needed.

Contingency added to allow for additional meetings or reviews. Contingency will not be used without prior approval from the CCBWQA.

Attachment 2

WWE 2022 Rate Schedule

**WRIGHT WATER ENGINEERS, INC.
2022 SCHEDULE OF HOURLY RATES
SCHEDULE A**

PERSONNEL	RATE PER HOUR
SENIOR PRINCIPAL/CONSULTANT	\$242
PRINCIPAL/CONSULTANT	\$231
SENIOR PROJECT ENGINEER/CONSULTANT	\$207
SENIOR ENGINEER/SCIENTIST CONSULTANT	\$184
ENGINEERING/SCIENTIST PROFESSIONAL I	\$171
ENGINEERING SPECIALIST/CONSULTANT	\$157
ENGINEERING/SCIENTIST PROFESSIONAL II	\$140
ENGINEERING DESIGNER/PROFESSIONAL III	\$129
ENGINEERING TECHNICIAN I	\$115
ENGINEERING TECHNICIAN II	\$100
ENGINEERING TECHNICIAN III	\$97
ENGINEERING TECHNICIAN IV	\$80
ENGINEERING TECHNICIAN V	\$73
◆ Automobile at 60 cents per mile	◆ GIS computer at 20 dollars per hour.
◆ Four-wheel drive/Pick-up truck vehicle at 70 cents per mile	◆ Info water® at 20 dollars per hour.
◆ AutoCAD computer at 15 dollars per hour.	◆ Civil 3D at 25 dollars per hour.
<i>Seven and one-half percent (7.5%) will be added to all reimbursable expenses to cover administration for special consultants, independent laboratory tests, direct printing costs, telephone, supplies, lodging and subsistence, all in-house computer, auto, postage, fax, and travel.</i>	

TERMS OF PAYMENT: It is agreed that this account will be billed on a monthly basis. Unless otherwise approved by the Company, payment is due upon receipt of invoice. Mail payment to the main office of the Company at 2490 West 26th Avenue, Suite 100A, Denver, Colorado 80211.

Attachment 3

**MHFD-SEMSWA Southwest Tributaries Master Drainage Plan Scope
(for reference)**

AGREEMENT REGARDING CONSULTING SERVICES FOR
MAJOR DRAINAGEWAY PLAN UPDATE FOR COTTONWOOD, LONE TREE
WINDMILL, AND DOVE CREEKS

Agreement No. 21-12.21
Project No. 108254

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and WRIGHT WATER ENGINEERS, INC., a professional consulting firm (hereinafter called "CONTRACTOR") and collectively known as "PARTIES";

WITNESSETH THAT:

WHEREAS, DISTRICT has previously established a work program for 2021 (Resolution No. 66, Series of 2020) which includes master planning; and

WHEREAS, DISTRICT desires to engage CONTRACTOR to render certain technical and professional services to major drainageway plan updates for Cottonwood, Lone Tree, Windmill, and Dove Creeks.

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

1. EMPLOYMENT OF CONTRACTOR

DISTRICT will engage CONTRACTOR and CONTRACTOR hereby agree to perform the services hereinafter set forth.

2. SCOPE OF SERVICES

The SCOPE OF SERVICES is detailed in Exhibit A.

3. COST OF SERVICES

DISTRICT agrees to pay CONTRACTOR a sum not to exceed One Hundred Seventy Nine Thousand Five Hundred Dollars (\$179,500) for all services described herein, subject to the terms and conditions of Paragraphs 4 and 5 below, unless a change in the Scope of Services is approved in accordance with Paragraph 11 below.

4. BASIS OF PAYMENT

CONTRACTOR shall receive from DISTRICT as full and complete payment for the work under this Agreement a task-based rate not to exceed the amount specified under Paragraph 3, which sum is assigned to each task in Exhibit B.

5. METHOD OF PAYMENT

CONTRACTOR shall receive monthly partial payments for work completed in the preceding pay period based on a percentage of the amount of work actually completed at the time of billing and mutually agreed upon by PARTIES. All billing items shall be referenced to the tasks identified under Exhibit A of this Agreement. If billings are received by the 25th of the month, payment shall be by the 25th of the following month. Otherwise, payment shall be delayed by an additional full

month. CONTRACTOR shall, for all billings, keep work and cost records that shall permit any comparison with Exhibits A and B.

6. PERSONNEL

A. CONTRACTOR represents that it shall use as a minimum the following personnel in performing the services under this Agreement:

NAME	RESPONSIBILITY
Andrew Earles	Project Manager
Maggie Lewis	Project Engineer

Any change in the above personnel must have approval of DISTRICT, which approval shall not be unreasonably withheld.

B. All of the services required hereunder, except where specified, shall be performed by CONTRACTOR's personnel or CONTRACTOR's subcontractors and all personnel engaged in the services shall be fully qualified and shall be authorized under applicable state or local law to perform such services.

C. None of the services covered by this Agreement, except where specified, shall be subcontracted without the prior approval of DISTRICT.

7. TIME OF PERFORMANCE

The Time of Performance is through December 31, 2023.

8. DIRECTION OF EFFORT AND COORDINATION

Notwithstanding any of the provisions of this Agreement, the Executive Director of DISTRICT will be the only individual authorized to redirect the effort or in any way amend or modify the terms of this Agreement. DISTRICT may appoint a Project Director who shall represent the Executive Director in matters related to PROJECT. All such redirection shall be transmitted in writing and directed to CONTRACTOR's Project Manager, and shall be subject to the provisions of Paragraph 11.

9. OWNERSHIP OF DATA

Ownership, in paper and electronic form, of all data; drawings; details, documents; special software; spreadsheets and templates; photographs; and information collected, acquired, developed, and documented under this Agreement (hereinafter called "DATA") shall be vested with DISTRICT. CONTRACTOR may retain a record copy of such DATA. Should DISTRICT see fit to make use of DATA assembled under this Agreement for a use not included under the scope of this Agreement, DISTRICT will assume all subsequent liability for such use and CONTRACTOR shall not make claims of liability against DISTRICT for such use.

10. TERMINATION OF AGREEMENT

This Agreement may be terminated by DISTRICT and/or CONTRACTOR, upon seven (7) days' written notice. In the event of termination, CONTRACTOR shall be paid for services performed to

termination date as determined by DISTRICT. This payment shall be full satisfaction of all obligations to CONTRACTOR under this Agreement.

All DATA shall be surrendered to DISTRICT by CONTRACTOR before payment is made.

11. CHANGES IN AGREEMENT

DISTRICT may request changes in the scope of services of CONTRACTOR. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation or/and time of performance, which are mutually agreed upon by and among PARTIES shall be incorporated in written amendments to this Agreement.

12. INSURANCE

During the performance of the work defined by this Agreement, CONTRACTOR, acting as an independent contractor, shall be solely responsible for procuring and keeping in full force and effect the insurance listed below:

INSURANCE	MINIMUM LIMITS
A. Commercial General Liability	\$1,000,000 each occurrence and in the aggregate in combined single limit coverage for bodily injury and property damage
B. Professional Liability	\$250,000 each claim and in the aggregate
C. Automobile Liability	\$600,000 each occurrence in combined single limit coverage for bodily injury and property damage
D. Workers' Compensation	
1. Workers' Compensation	statutory limits required by law
2. Employer's Liability	statutory limits required by law

The limits of coverage listed above are as required by DISTRICT. CONTRACTOR shall evaluate individual needs regarding higher levels of insurance.

Except for Professional Liability insurance, each type of insurance procured by CONTRACTOR shall provide coverage for all claims arising out of, or in connection with, any operations, work, or services performed under this Agreement by CONTRACTOR, CONTRACTOR's employees, subconsultants, subcontractors, agents, or representatives. CONTRACTOR's Professional Liability insurance shall provide coverage for claims arising out of the negligent acts, errors and omissions of CONTRACTOR in the performance of services under this Agreement. CONTRACTOR may elect not to provide the above-specified coverage for the subconsultants or subcontractors. In that event, CONTRACTOR shall require that the subconsultants or subcontractors procure and maintain the same insurance coverage as set forth above. DISTRICT shall be listed as "additionally insured" on all commercial liability insurance policy/certificates and all automobile liability insurance policy/certificates.

Certificates of insurance showing CONTRACTOR is carrying the above-described insurance shall be provided to DISTRICT at the time of execution of this Agreement. As necessary, certificates of insurance showing the subconsultants and subcontractors are carrying the above described

insurance shall be provided to DISTRICT within ten (10) days of beginning work by the subconsultant or subcontractor pertaining to this Agreement. All the certificates of insurance shall include language stating that, should the insurance policy be canceled before its expiration date, the insurance company shall provide 30 days written notice to DISTRICT. The costs of insurance shall be considered a part of the overhead costs of CONTRACTOR.

13. INDEMNIFICATION

CONTRACTOR shall indemnify and save DISTRICT harmless from and against claims, demands, liabilities, damages, suits, actions, or causes of action including reasonable attorney's fees and costs which may be brought or asserted against any or all of the above named only to the extent and for an amount represented, or caused by the negligent acts, errors, or omissions in the performance of the work under this Agreement by CONTRACTOR, CONTRACTOR's employees, subconsultants, subcontractors, agents, or representatives together with any liability accrued by any or all of the above-named on account thereof.

14. ASSIGNABILITY

This Agreement is for the expert professional services of the personnel of CONTRACTOR, and is not assignable, save and except with the consent of DISTRICT who may withhold consent at their option with or without cause.

15. 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 PROJECT is located.

16. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, CONTRACTOR agrees 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.

CONTRACTOR shall provide a list of subcontractors and which of those subcontractors are Disadvantaged Business Enterprises (DBE) and the basis for determining or defining the subcontractor as a DBE. The list shall be submitted prior to final payment.

17. WORKER WITHOUT AUTHORIZATION

A. 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.

B. 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.

- C. CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- D. 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.
- E. 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.
- F. 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.
- G. 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 illegal alien, 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.
- H. 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
- I. 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.

18. 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.

WRIGHT WATER ENGINEERS, INC.

By 
DocuSigned by:
2E64DDAA1CE240C...

Name Andrew Earles

Title Vice President

Date 16 December 2021

AE

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

By 
DocuSigned by:
3982FD229529485...

Name Ken A. MacKenzie

Title Executive Director

Date 17 December 2021

DS
BS

Checked By



Wright Water Engineers, Inc.

2490 West 26th Ave., Suite 100A
Denver, Colorado 80211
(303) 480-1700 TEL
(303) 480-1020 FAX

www.wrightwater.com
e-mail: aearles@wrightwater.com

November 22, 2021

Via email: kbauer@mhfd.org & madams@semswa.org

Kurt Bauer, P.E., CFM
Mile High Flood District
2480 W. 26th Avenue, Suite 156-B
Denver, Colorado 80211

Tiffany Clark, P.E., CFM
Southeast Metro Stormwater Authority
7437 South Fairplay Street
Centennial, Colorado 80112

Re: Major Drainageway Plan Update for Cottonwood, Lone Tree, Windmill, and Dove Creeks (SEMSWA Southwest Tributaries)

Dear Kurt and Tiffany:

Wright Water Engineers, Inc. (WWE) has prepared this letter to outline a proposal to update the Mile High Flood District (MHFD) master plans for Cottonwood, Lone Tree, Windmill, and Dove Creeks (referred to as Southwest Tributaries). We sincerely appreciate the input that we have received from MHFD and the Southeast Metro Stormwater Authority over the past month, and this has helped us to refine our proposed scope of work and estimated budget.

Based on our discussions over the past few weeks, WWE proposes five primary tasks:

- Task 1. Evaluate Current Conditions – Much of Task 1 can build upon work WWE has completed with SEMSWA regarding updating the hydrology for these watersheds and an evaluation of existing and future WQCV demand. For Task 1 WWE will use these studies to determine areas that have been quantified to need stormwater improvements or refinements to previously planned improvements. WWE will also meet with SEMSWA, MHFD, and other stakeholders to identify priority areas for evaluation of the existing site condition, including a discussion of flood history if applicable. Based on these discussions and a review of the existing studies, WWE staff will perform field work to collect information on areas identified as potential improvement projects in the MDP. Field work will also include an evaluation of existing wetland and riparian zones (high level evaluation based on Engenuity stream assessment and National Wetlands Inventory) and will revisit conclusions from 2004 study by WWE for these watersheds that was referenced in the effective MDP. One of the goals of the wetlands assessment will be to identify permits that may be needed to maintain online water quality and detention facilities that may be subject to Section 404 permitting requirements.
- Task 2. Develop and Select Alternatives – Based on the findings of the site visit and discussions with stakeholders, WWE will develop a list of potential improvements projects within the three

Kurt Bauer, P.E., CFM and Tiffany Clark, P.E., CFM

November 22, 2021

Page 2

watersheds to be considered for inclusion in the MDP analysis. From this list WWE will meet with MHFD, SEMSWA, and other stakeholders to determine which drainage and water quality improvements should be evaluated in the MDP with regard to generating cost estimates and revised modeling efforts.

- Task 3. Evaluate Alternatives and Develop MDP – WWE will evaluate selected alternatives from Task 2 with regard to cost and incorporate into effective hydrologic models to develop a future conditions model. These results will be incorporated into a formal MDP report consistent with MHFD criteria including generation of graphics and mapping. One aspect that we plan to evaluate as a part of this task is the effectiveness of SEMSWA's 20-10 Rule, a topic that we have evaluated at the site scale. As a part of the MDP update, WWE will integrate the findings of our site-level analysis into the hydrologic models for the watersheds. This is expected to provide insight into additional WQCV capacity of SEMSWA's regional ponds, given broad implementation of the 20-10 Rule over more than a decade.
- Task 4. Submit and Address Comments from Review – WWE will submit the draft MDP report and all required supplementary materials to SEMSWA and MHFD for review and approval. Task 4 includes addressing and responding to one round of formal comments from SEMSWA and MHFD.
- Task 5. Project Management and Stakeholder Involvement – This task includes time for project management; internal coordination meetings; check-in calls with the SEMSWA and MHFD; review of tasks, time, and charges; and similar tasks. We have assumed bi-weekly check in meetings over the course of the next year. This task also includes some time for ad hoc meetings as needed with SEMSWA and MHFD and general correspondence not related to Tasks 1 - 4. This task also includes some time for stakeholder outreach. Based on discussions with SEMSWA and MHFD, we will use a virtual outreach strategy. We assume that WWE will assist in providing content for stakeholder outreach. We also have budgeted for developing a simple presentation providing an overview of the master plan update that can be provided to stakeholders and/or SEMSWA management.

WWE has attached a spreadsheet that lists each of these tasks and estimated hours and costs. WWE's estimated budget for this scope of work is \$179,500, including an allowance for direct costs. WWE's standard hourly rate schedule also is attached.

We look forward to kicking this work off in the near future. If SEMSWA or MHFD have any further comments on the proposed scope of work or estimated budget we would be glad to have a meeting to discuss. We really appreciate the opportunity to conduct this work for SEMSWA and MHFD.


Kurt Bauer, P.E., CFM and Tiffany Clark, P.E., CFM

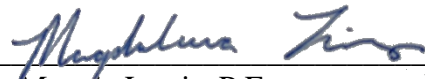
November 22, 2021

Page 3

Sincerely,

WRIGHT WATER ENGINEERS, INC.

By 
Andrew Earles, Ph.D., P.E., D.WRE
Vice President of Water Resources

By 
Maggie Lewis, P.E.
Water Resources Engineer

Attachments

Worksheet with Tasks, Hours, and Costs

WWE 2021 Rate Schedule

cc:

Ashley Byerley, SEMSWA, abyerley@semswa.org

Tiffany Clark, SEMSWA, tclark@semswa.org

Laura Hinds, MHFD, lhinds@mhfd.org

Major Drainageway Plan Update for Cottonwood, Lone Tree, Windmill, and Dove Creeks (SEMSWA Southwest Tributaries)														
Conceptual Proposed Scope of Work and Estimated Budget														
Staff	Role	Rate	Task 1. Evaluate Current Conditions		Task 2. Develop and Select Alternatives		Task 3. Evaluate Alternatives and Develop MDP		Task 4: Submit and Address Comments from Review		Task 5. Project Management & Stakeholder Involvement		Total	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Earles	Project Manager	\$230	24	\$5,520	24	\$5,520	26	\$5,980	24	\$5,520	60	\$13,800	158	\$36,340
Lewis	Project Engineer	\$149	60	\$8,940	60	\$8,940	80	\$11,920	40	\$5,960	60	\$8,940	300	\$44,700
Wilson	Project Engineer	\$109	80	\$8,720	80	\$8,720	100	\$10,900	60	\$6,540	40	\$4,360	360	\$39,240
Leisure	Wetland Scientist	\$163	40	\$6,520	8	\$1,304	32	\$5,216	8	\$1,304	8	\$1,304	96	\$15,648
Olson	Peer Review	\$197	8	\$1,576	8	\$1,576	16	\$3,152	8	\$1,576	16	\$3,152	56	\$11,032
Nelson	AutoCAD	\$92	0	\$0	40	\$3,680	120	\$11,040	24	\$2,208	0	\$0	184	\$16,928
Waters	Admin	\$95	8	\$760	8	\$760	16	\$1,520	40	\$3,800	8	\$760	80	\$7,600
Subtotals Labor			220	\$32,036	228	\$30,500	390	\$49,728	204	\$26,908	192	\$32,316	1234	\$171,488
Estimated direct costs (plotting, phone, mileage, etc., estimated at 5% of labor subtotal)														\$8,012
Total														\$179,500

Tasks

Task 1. Much of Task 1 can build upon work WWE has completed with SEMSWA regarding updating the hydrology for these watersheds and an evaluation of existing and future WQCV demand. For Task 1 WWE will use these studies to determine areas that have been quantified to need stormwater improvements or refinements to previously planned improvements. WWE will also meet with SEMSWA, MHFD, and other stakeholders to identify priority areas for evaluation of the existing site condition, including a discussion of flood history if applicable. Based on these discussions and a review of the existing studies, WWE staff will perform field work to collect information on areas identified as potential improvement projects in the MDP. Field work will also include an evaluation of existing wetland and riparian zones (high level evaluation based on Engenuity stream assessment and National Wetlands Inventory) and will revisit conclusions from 2004 study by WWE for these watersheds that was referenced in the effective MDP. One of the goals of the wetlands assessment will be to identify permits that may be needed to maintain online water quality and detention facilities that may be subject to Section 404 permitting requirements.

Task 2. Based on the findings of the site visit and discussions with stakeholders, WWE will develop a list of potential improvements projects within the three watersheds to be considered for inclusion in the MDP analysis. From this list WWE will meet with MHFD, SEMSWA, and other stakeholders to determine which drainage and water quality improvements should be evaluated in the MDP with regard to generating cost estimates and revised modeling efforts.

Task 3. WWE will evaluate selected alternatives from Task 2 with regard to cost and incorporate into effective hydrologic models to develop a future conditions model. These results will be incorporated into a formal MDP report consistent with MHFD criteria including generation of graphics and mapping. One aspect that we plan to evaluate as a part of this task is the effectiveness of SEMSWA's 20-10 Rule, a topic that we have evaluated at the site scale. As a part of the MDP update, WWE will integrate the findings of our site-level analysis into the hydrologic models for the watersheds. This is expected to provide insight into additional WQCV capacity of SEMSWA's regional ponds, given broad implementation of the 20-10 Rule over more than a decade.

Task 4. WWE will submit the draft MDP report and all required supplementary materials to SEMSWA and MHFD for review and approval. Task 4 includes addressing and responding to one round of formal comments from SEMSWA and MHFD.

Task 5. This task includes time for project management; internal coordination meetings; check-in calls with the SEMSWA and MHFD; review of tasks, time, and charges; and similar tasks. We have assumed bi-weekly check in meetings over the course of the next year. This task also includes some time for ad hoc meetings as needed with SEMSWA and MHFD and general correspondence not related to Tasks 1 - 4. This task also includes some time for stakeholder outreach. Based on discussions with SEMSWA and MHFD, we will use a virtual outreach strategy. We assume that WWE will assist in providing content for stakeholder outreach. We also have budgeted for developing a simple presentation providing an overview of the master plan update that can be provided to stakeholders and/or SEMSWA management.

Notes and Assumptions

Task 1 includes two days for field visits by two WWE staff and two formal meeting and presentation with stakeholders (one to receive input on current conditions, goals of MDP, etc. and. The second to present preliminary concepts for alternatives.

The anticipated review process for Task 4 includes a response to one set of comments and one resubmittal to MHFD for the submittal package.



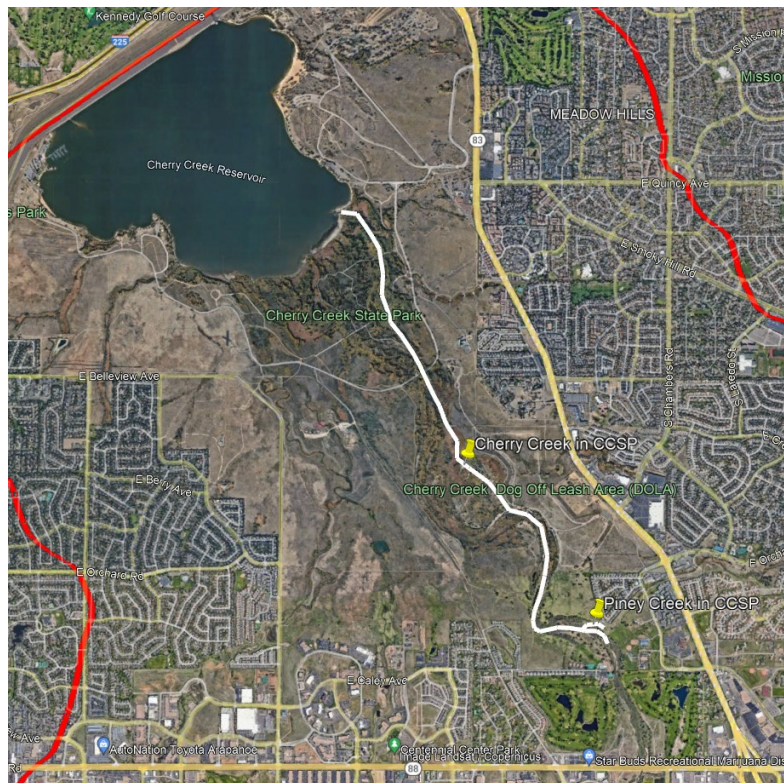
ACTION ITEM MEMORANDUM

To: CCBWQA Board of Directors
From: Richard Borchardt, Pollution Abatement Project Manager
Date: December 15, 2022
Subject: Cherry Creek from the Reservoir to Cherry Creek State Park (CCSP) Boundary – Stream and Water Quality Assessment and Baseline Channel Monitoring Reports

Request: The Board accepts the Stream and Water Quality Assessment and Baseline Channel Monitoring Reports and authorizes a workshop be scheduled to receive input and direction from the TAC and Board to determine CCBWQA's next steps on Cherry and Piney Creeks within CCSP.

Project: The [Stream and Water Quality Assessment](#) and [Baseline Channel Monitoring Reports](#) (Reports) include Cherry and Piney Creeks within CCSP (see figure on right). CCBWQA sole-sourced the

Reports to Muller Engineering (Muller) in 2020 and 2021 respectively. Muller presented their initial findings to CCBWQA at the July 15, 2021 Board Meeting which was followed by a field trip that included a stop on Cherry Creek near the Aurora waterlines to observe existing conditions. Muller has now completed the Reports. The Stream and Water Quality Assessment report includes site conditions, historical alignment and profile comparisons, two-dimensional hydraulic model, geomorphic and sediment transport



analysis, ecological assessment, and water quality analysis. The Baseline Channel Monitoring report includes field inspection, channel monitoring survey, stream flow analysis, lateral stream bank stability model, observations, and recommendations for monitoring. The findings in the Reports are approximately 20,500 linear feet of stream reclamation is needed with an estimated water quality benefit of 1096 pounds of phosphorus being immobilized annually and continued monitoring of the reaches be done (due to the dynamic nature and complexity of the stream system) until the stream reclamation is completed.

Muller's agreement includes a workshop to help CCBWQA digest the information in the Reports and get input and direction from the TAC and Board. The workshop would help CCBWQA determine their next steps, inform some upcoming projects (Alternatives Analysis on Cherry Creek from Reservoir to Lake View Drive and Piney Creek Reaches 1 and 2), and better shape CCBWQA's 10-year Capital Improvement Program.

TAC Review: TAC accepted the reports and recommended to the Board that a workshop be scheduled.

Budget: No additional costs are associated with the workshop. CCBWQA's Capital Improvement Program includes \$200,000 for an Alternatives Analysis on Cherry Creek from Reservoir to Lake View Drive and \$63,000 for Piney Creek Reaches 1 and 2 in 2023.

Motion: **I move to accept the Stream and Water Quality Assessment and Baseline Channel Monitoring Reports and authorize that a workshop be scheduled to seek input and direction from the TAC and Board to determine CCBWQA's next steps on Cherry and Piney Creeks within CCSP.**



Cherry Creek – Sheetpile and riprap protection for Aurora Waterlines (Photo from 7/15/21 Field Trip)



Cherry Creek – Erosion downstream of Aurora Waterlines (Photo from 7/15/21 Field Trip)

12/1/2022

Cherry Creek Basin Water Quality Authority

RE: Keep Colorado Wild (KCW) Update

Beginning January 3, 2023 Colorado Parks and Wildlife (CPW) will offer Colorado residents a \$29 KCW pass during their annual vehicle registration through the Co Division of Motor Vehicles (DMV). The KCW pass will be offered to passenger vehicles, light trucks, motorcycles and recreational vehicles.

Quick Facts

- The pass is only offered to Colorado residents during the Colorado vehicle registration process.
- The \$29 pass fee is included in your vehicle registration price total unless you choose to decline (opt out).
- The pass is not transferable between vehicles and is linked to your license plate and registration card.
- A Colorado Parks and Wildlife logo will be printed on your vehicle registration card which will give you access to state parks.
- You can decline or subtract (opt out) the cost of the pass when you register your vehicle with the DMV online, through a kiosk, through mail-in options or with a customer service representative in-office.
- All regularly priced Colorado state park passes are still available.
- Cherry Creek Basin Water Quality Authority (CCBWQA) fee is not included with KCW and will be assessed when visiting the park

Operationally the park will revert back to the 1989 sticker design for KCW customers (shown below) with some modifications. All park generated passes are printed on site and a punch is applied to the pass as proof of the CCBWQA fee, which will not change.

Basin fees can be purchased at any CPW Region Office, Park, or online at CPW.SHOP. Stickers can only be obtained at Cherry Creek State Park.

Cherry Creek Basin Water Quality Authority							
Land Use Referral Summary							
Prepared:	December 9, 2022						
November has yielded 26 reviews, which is the same as in October; 14 were commercial, 9 were residential, 2 were Mixed Use and 1 was utility, land use submittals. December has yielded 11 reviews to date							
Nov-21							
Referral Agency	Proposed Development	Type of Land Use	Date Received	Review Deadline	Approx. Dev. Size (acres)	Review Date	Comments
Douglas County	Cielo Metropolitan District Service Plan, 2nd Amendment	Mixed Use	11/1/2022	11/15/2022	0.0	11/9/2022	No exceptions taken with the proposed service plan amendment
Douglas County	Mirabelle Metropolitan District Nos. 1-4 Consolidated Service Plan, 2nd	Mixed Use	11/1/2022	11/15/2022	0.0	11/9/2022	No exceptions taken with the proposed service plan amendment
City of Aurora	CATTLEMENS AT EAGLE BEND FLG #01	residential	11/1/2022	11/4/2022	9.1	11/3/2022	Previously Reviewed 2330, 2400, 2417 & 2452 No exceptions taken with the signature set
Town of Parker	Parker Pointe F1 L13 - McDonald's Site Plan	commercial	11/2/2022	12/5/2022	1.5	11/11/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed post construction BMPs. 3. For Construction BMPs, the CBMP plan only shows silt fence as a perimeter control along Parker Road (west), how will controls limit runoff to Napa Avenue?
SEMSWA	South Denver Islamic Center	commercial	11/2/2022	11/23/2023	2.9	11/14/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed post construction and Construction BMPs.
City of Centennial	Smoky Hill Kum & Go (24-hour)	commercial	11/4/2022	12/7/2022	1.6	11/15/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed post construction BMPs. 3. When construction BMPs (GESC plan) are available, please provide for our review and comment.
Town of Parker	Parker Task Force L1 - Addition to Existing Building	commercial	11/7/2022	12/5/2022	2.6	11/18/2022	1.This project is within the Cherry Creek Basin and therefore subject to the CCBWQA (Authority's) Control Regulation 72. CR72 requires construction and post-construction Best Management Practices (BMPs). 2. It appears this project will meet Tier 3 designation per CR72 (>5000sf of added imperviousness) and will therefore require post construction BMPs meeting Tier 3 requirements (treatment of the Water Quality Capture Volume). It does not appear treatment of the WQCV is being provided, please provide more information of how this site will meet CR72 regulations. 3. No exceptions taken with the construction BMPs.
City of Centennial	Vermillion Creek Site Plan Phase 1	commercial	11/8/2022	11/22/2022	93.9	11/21/2022	1.This project is within the Cherry Creek Basin and therefore subject to the CCBWQA (Authority's) Control Regulation 72. CR72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed Full Spectrum Detention for post construction BMPs. However, it appears development will encroach in the existing defined "stream preservation area" and will be subject to the additional BMP requirements per CR72 (See section 72.7-2.(c)(8)(i)) 3. Construction BMPs were not provided for review, this project should note the requirements of CR72 phased construction (Section 72.7-2.(b)(5)(i)(A)) "Areas of Land Disturbance equal to 40 acres or greater must not be exposed for more than 30 consecutive days without temporary or permanent stabilization."
Town of Parker	Tanterra F8	residential	11/9/2022	12/13/2022	153.0	11/21/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the use of full spectrum detention for post construction BMPs. However the final report for design of these features should be provided for review. 3. Civils CD files would not open from Trakit site (possibly related to file size). Construction Plans and Construction BMPs were not able to be reviewed. This project should note the requirements of CR72 phased construction (Section 72.7-2.(b)(5)(i)(A)) "Areas of Land Disturbance equal to 40 acres or greater must not be exposed for more than 30 consecutive days without temporary or permanent stabilization."
Town of Parker	Tanterra F9	residential	11/9/2022	12/13/2022	12.6	11/21/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the use of full spectrum detention for post construction BMPs. However the final report for design of these features (by Muller) should be provided for review. 3. Civils CD files would not open from Trakit site (possibly related to file size). Construction Plans and Construction BMPs were not able to be reviewed. This project should note the requirements of CR72 phased construction (Section 72.7-2.(b)(5)(i)(A)) "Areas of Land Disturbance equal to 40 acres or greater must not be exposed for more than 30 consecutive days without temporary or permanent stabilization." This shall be considered with total disturbance for overall development.
Castle Pines	Parkway Plaza Planned Development	commercial	11/14/2022	12/5/2022	10.0	11/28/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed post construction BMPs. 3. Construction BMPs were not available for review for this referral, they should be implemented in the overall development.
Douglas County	Meridian Office Park Filing 1, 2nd Amendment, Most of Tract D (Meridian Water Campus – Potable Water Treatment Plant)	Other - Utility	11/14/2022	11/28/2022	25.8	11/22/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2.It appears an extended detention basin will be included in the development. If the EDB is designed to meet USDCM design criteria for treatment of site's WQCV, it should meet the requirements of a Tier 3 development. More information should be provided when available, regarding the design/sizing of this EDB. 3. Construction BMPs are not typically provided at this stage of development but should be provided when available.
City of Aurora	Pioneer Hills F12	commercial	11/15/2022	11/29/2022	0.7	11/22/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed building addition/site modifications within the existing site post construction BMPs 3. Construction BMPs should meet local jurisdictions requirements and should be provided for our review when available
Town of Parker	Tanterra F10	residential	11/18/2022	12/20/2022	8.4	11/28/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. Was unable to download drainage conformance letter F10 from Trakit to review post construction BMPs. Received "file failed to load" error message.

Town of Parker	Tanterra F11	residential	11/18/2022	12/20/2022	18.9	12/1/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the use of water quality pond for post construction BMPs. However the final report for design of these features (by Muller) should be provided for review. Final design shall show the water quality pond will treat the WQCV as required for tier 3 developments. 3. No exceptions taken with the proposed construction BMPs (CBMP plan in the CD Plan Set)
SEMSWA	Vermillion Creek - Phase 1 Site plan and Plat	residential	11/18/2022	12/5/52022	93.9	12/1/2022	1.This project is within the Cherry Creek Basin and therefore subject to the CCBWQA (Authority's) Control Regulation 72. CR72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed Full Spectrum Detention for post construction BMPs. However, it appears development will encroach in the existing defined "stream preservation area" and will be subject to the additional BMP requirements per CR72 (See section 72.7-2.(c)(8)(i)), which was not discussed in the report. 3. Construction BMPs were not provided for review, this project should note the requirements of CR72 phased construction (Section 72.7-2.(b)(5)(i)(A.) "Areas of Land Disturbance equal to 40 acres or greater must not be exposed for more than 30 consecutive days without temporary or permanent stabilization."
Douglas County	Inverness Filing 7, 6th Amendment, Lot 2, 1st Revision	commercial	11/18/2022	12/9/2022	12.9	12/6/2022	1.This project site is within the Cherry Creek Basin and subject to the Authority's Control Regulation 72. CR72 requires construction and post-construction Best Management Practices (BMPs). 2. Not enough information was provided to review Post Construction and Construction BMPs as part of this submittal; the site will be required to meet Control Regulation 72 requirements for further development.
Arapahoe County	Waste Management	commercial	11/18/2022	12/14/2022	161.0	11/21/2022	Outside CCBWQA Limits
Douglas County	Highfield Business Park, Lot 4.	commercial	11/21/2022	12/14/2022	4.7	12/6/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed Post Construction and Construction BMPs. 3. No further referrals to the authority on this project are necessary.
Arapahoe County	Dove Valley V #13 - B1 L1-6 Project Enyalus	commercial	11/22/2022	12/14/2022	42.7	12/7/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed Post Construction and Construction BMPs.
City of Aurora	EAGLE BEND GARDENS FLG #01	residential	11/23/2022	12/14/2022	0.9	12/7/2022	1.The Authority's Control Regulation 72 requires construction and post-construction Best Management Practices (BMPs). 2. No exceptions taken with the proposed Post Construction and Construction BMPs.
City of Aurora	Kings Point South	residential	11/28/2022	12/12/2022	217.0		
Town of Parker	Cottonwood Highlands F6 AMD 1 L2-2B - Scooters Coffee	commercial	11/29/2022	12/27/2022	1.9		
Town of Parker	Westcreek AMD 4 Replat	residential	11/29/2022	12/27/2022	2.0		
Arapahoe County	Dove Valley V #13 B2L1 7980 S Fairplay St	commercial	11/30/2022	12/28/2022	21.5		
Castle Pines	Service Street Auto Repair	commercial	11/30/2022	Not provided	1.4		

CHERRY CREEK BASIN WATER QUALITY AUTHORITY
2022 Capital Project, Maintenance, and Planning Status Report
November 28, 2022

RESERVOIR PROJECTS

1. Reservoir Destratification System (RDS)– Distribution System Concepts (CCR-2)
 - a. Description: The RDS in-lake distribution system consists of several lines and 116 membrane disc diffusers that create the bubble plumes to help mix the reservoir and improve water quality. The RDS reduces the chlorophyll a in the reservoir. The RDS was originally installed in 2008. The in-lake distribution which has been requiring increased maintenance in 2019-2021, which is indicating that replacement may be needed within the 10-year CIP window. In January 2020, Wright Water Engineers (WWE) evaluated in-lake treatment in the Reservoir included an expansion of existing destratification system. This project evaluates the replacement and/or upgrade of the distribution system and informs cost and timing of the work.
 - b. Status: Project is waiting on watershed model runs, at which time it will be brought back to TAC and Board for further discussion, input, and direction (3/31/22).
2. Reservoir Nutrient Mitigation Alternatives Study (CCR-3)
 - a. Description: Nutrients in the Reservoir fuel the chlorophyll a level. In January 2020, Wright Water Engineers (WWE) evaluated in-lake treatment in the Reservoir. In 2021, Solitude Lake Management performed a sediment sampling and testing in the Reservoir. This study combines this recent work with CCBWQA's ongoing water quality sampling in the reservoir and the reservoir model, to inform options to reduce nutrients in the reservoir and refine their viability.
 - b. Status: *Alternatives study has been moved to 2024 pending feasibility and modeling results.*
3. East Shade Shelters Phase III and Tower Loop Phase II Shoreline Stabilization (CCB-17.5 and CCB-17.7)
 - a. Description: These projects were identified in 2014 through the annual inspection. The Tower Loop Phase II connects to the Phase I project and extends shoreline protection 570 feet to the southeast towards Dixon Grove. The East Shade Shelters Phase III starts on the north end of the Shade Structure and goes 400-feet to the south.
 - b. Status: Consultant selection is scheduled for the 1st quarter. A consultant selection committee will be set in February (1/29/21). At the February TAC meeting Jason Trujillo, Jon Erickson, Lanae Raymond, Bill Ruzzo were interested in serving on the consultant selection committee (2/11/21). This selection committee was discussed at the 3/18/21 Board Meeting, and no further members were added. The Request for Proposals (RFP) has been posted on BidNet and Proposals are due 04/21/21 (3/25/21). The pre-proposal meeting was held on 4/7/21. 5 proposals were received on 4/28/21; the selection committee is reviewing them. Interviews were held and a selection is being brought to the May Board meeting (5/14/21). Board authorized negotiations with RESPEC (5/27/21). Agreement has been executed with RESPEC (10/15/21). Field Survey of project areas and topographic mapping is underway (12/30/21). A design kickoff meeting was held on 4/22/22. A design sprint workshop was held on 7/12/22 which included a site visit and evaluation of alternatives. RESPEC is developing a recommended alternative (9/8/22). RESPEC provided updated project costs for budgeting (10/13/22). *The 30% submittal was received on 11/16/22 and is under review.*

STREAM RECLAMATION PROJECTS

1. Cherry Creek Monitoring Station CC-10, Flow Measuring Improvements (CCB-5.13)
 - a. Description: This project was identified in 2019 as part of the exploration of the downcut area and through the flow analysis with during the reservoir and watershed modeling effort. It installs equipment upstream of the perimeter road that would be used to measure the flow

- that splits off to the west and bypasses the CC-10 and provide a new rating curve at CC-10 to improve measurements of high flow at this location.
- b. Status: RESPEC provided scope of work and fee for the engineering and survey work needed, and it was approved by the Board at their April 2020 meeting. Survey is scheduled for 5/29/20. Survey is complete. Updated rating curves are scheduled to be delivered by late September. Received update from RESPEC that information is under Quality Assurance and Quality Check review and will be submitted soon (10/8/20). RESPEC's draft memo was received on 12/4/20 and comments have been returned. A meeting was held with Erin, Chuck, Chris, and Rich on 12/16/20 to discuss measuring station improvements and scheduling. A tour with Jason Trujillo was held on 2/12/21, no fire damage was noted on CC-10. A stage gage will be added upstream of Lake View Drive to allow for flow measurement of flows that bypass CC-10 and go directly to Cherry Creek reservoir (3/12/21). Work order has been prepared to Hydrologik for stage measurement at Lake View Drive (4/13/21). Hydrologik has installed the stage measurement at Lake View Drive and RESPEC has submitted the Final Draft of the Rating Curve and it is currently under review (8/13/21). Comments on report have been provided to RESPEC (11/11/21). Additional analysis on rating curve for CC10 was done to determine effects of reservoir level (3/31/22). RESPEC prepared a detailed rating curve for Lake View Drive which will facilitate flow comparison between CC10 and Lake View Drive (5/13/22).
2. Cherry Creek Stream Reclamation at Arapahoe Road aka Reaches 3 and 4 (CCB-5.14C)
 - a. Description: This project continues the work on Cherry Creek by CCBWQA, MHFD, and local partners. It ties into the previous stream reclamation projects of Cherry Creek Eco Park to Soccer Fields (CCB-5.14A) and Cherry Creek at Valley Country Club (CCB-5.14B). The 5,167 Linear Feet of stream reclamation reduces bed and bank erosion immobilizing approximately 88 pounds of phosphorus annually. The project is anticipated to be funded over several years and likely be broken into phases.
 - b. Status: In 2021, an IGA was executed between CCBWQA, MHFD, City of Aurora, and SEMSWA to begin this work. IGA Amendment that brings in 2022 funding is under review (5/13/22). Board authorized IGA Amendment for 2022 funding on 7/21/22 (8/12/22). IGA Amendment has been revised to show Aurora's lower participation; CCBWQA's participation was lowered accordingly to meet 25% partner project level; revised IGA Amendment received TAC recommendation and is being taken to Board for their consideration in October (10/13/22). Board authorized the IGA Amendment for 2022 funding at their 10/22/22 meeting.
 3. Cherry Creek Stream Reclamation at 12-Mile Park – Phase 3 (CCB 5.16A)
 - a. Description: The design contract with CH2M Hill was executed on November 27, 2018. Notice to proceed included only those services defined as Phase 1 in CH2M Hill's scope of services. As part of the approved Action Item Memo to the Board, staff recommended that a design review committee consisting of the Capital Projects Manager and up to three TAC members be established. The not-to-exceed fee totals \$104,991.88; with the Part 1 services not-to-exceed fee of \$45,078.88, and the Part 2 services not-to-exceed fee of \$59,913.00. The design review committee is David Van Dellen, Jacob James, Casey Davenhill, Bahman Hatami/Jon Erickson, and Richard Borchardt. CH2M Hill is now Jacobs.
 - b. Status: Jacobs is starting data collection for topographic survey and wetland mapping. Survey is scheduled to start 2/28/19 and is coordinated with Colorado State Parks. Survey has been completed and wetland mapping is underway. Jacobs has prepared updated schedule to account for weather delays on surveying and wetland mapping. The design kickoff meeting was held on 5/15/19. Jacobs is preparing concepts and costs for 4 alternatives. A field visit and progress meeting are scheduled for 8/8/19. Jacobs presented alternatives and costs to the design review committee on 8/8/19. Jacobs and the design review committee are preparing a presentation on alternatives and costs for the TAC (9/5/19 and 10/3/19) and Board (10/17/19). Received authorization from Board at 10/17/19 meeting to move project forward in 2 phases; Jacobs is working on scope of work adjustments needed for this approach. Final design of phase 3A (protects existing work done in phases 1

and 2) and permit level design of Phase 3B (adaptive approach downstream of breach area) are underway. A progress meeting was held on 1/30/20; design on Phase 3A is about 30% complete. The initial site visit with the Army Corps of Engineers has been cancelled due to stay at home orders, approach has changed to supplying them a draft of the materials and addressing questions and comments. Progress meeting and site visit to look at Phase 3B was held on 6/1/20. Scope of work and fee for adaptive management and preliminary design of Phase 3B is under review by committee. A joint Cherry Creek Committees meeting is scheduled for 10/5/20 to discuss optimization between the Cherry Creek 12-mile Phase 3B project and the Cherry Creek Reservoir to Park Boundary study. Phase 3A was submitted to the US Army Corps of Engineers for their 408 review on 11/4/20. Construction BMPs plan and report were reviewed and approved by Arapahoe County on behalf of Cherry Creek State Park on 12/22/20. Jacobs submitted draft Scope of Work (draft SOW) for the optimization for Phase 3B (north of breach repair) for adaptive management approach; the joint committee meeting is schedule for 2/3/21 to review SOW. A meeting is scheduled with USACOE's new contact Bobbi Jo Trout for CCBWQA on 2/1/21 where a status update on the 408 review will be requested. The Joint Cherry Creek Committees recommended holding off on Jacobs draft SOW, as the scope and scale of adaptive management may evolve with Muller's Study of the area between Reservoir and the Park Boundary; Bobbi is checking on status of 408 review (2/11/21). A site visit with Bobbi and Jason was held on 4/26/21 to help facilitate the USACOE's 408 review. A site visit with the Cherry Creek subcommittee was held on 6/24/21, plan modifications associated with additional erosion from spring 2021 runoff and Muller's study work on Cherry Creek are being evaluated by the Cherry Creek subcommittee. A coordination meeting was held on 7/12/21 with Jacobs and Muller to discuss updating the location cutoff wall and layout (based on the erosion from the 2021 Spring runoff and the Muller's geomorphic and 2D modeling effort); Jacobs is preparing exhibits for subcommittee's discussion and consideration (7/29/21). The subcommittee met on 8/12/21 and provided Jacobs direction on cutoff wall location and plan revisions. Revised plans and engineer's opinion of probable construction cost has been sent to project committee (11/11/21). Board is considering the release of the project to Bid (12/9/21). Board authorized project for bidding with the base bid and add alternate at their December 2021 meeting. We received confirmation that plan revisions made are still in conformance with 408 approval; are waiting for response regarding revisions and the 404 permit; received approval on GESC plans and report (12/30/21). CCBWQA received concurrence on conformance with existing 404 permit and project is out for bid (1/13/22). The project is out to bid and the pre-bid meeting was held on 1/28/22. CCBWQA received 10 bids on 2/4/22; the low bidder is 53 Corporation. Notice of Award has been issued to 53 Corporation (3/10/22). Construction Agreement has been executed (3/31/22). The pre-construction meeting was held on 4/6/22 with construction scheduled to start on 4/25/22. Construction is underway (5/13/22). Construction is nearing completions with the final walk-through was held on 6/14/22. Project is substantially complete and is waiting for seeding and planting window to complete willow staking and touch up seeding (7/15/22). Jacobs is scheduled to do a site visit on 9/9/22 to evaluate post-storm condition and recommend repairs needed because of the 8/15/22 storm. Repairs are minor and are being scheduled with 53 Corporation (10/13/22). Visited site with 53 Corporation on 11/2/22.

4. Cherry Creek Stream Reclamation – Upstream of Scott Road (CCB-5.17)
 - a. Description: Design and construction of stream reclamation is in partnership with Douglas County and MHFD. It improves 4,100 feet of Cherry Creek and is located upstream of Scott Road.
 - b. Status: IGA was approved by the Board at their April 2020 meeting. Muller had been selected as consultant, and design scope of work is being prepared. Kickoff meeting was held on 12/11/20; a follow-up field visit will be scheduled for early 2021. Site visit was held on 1/29/21. Conceptual design is complete, negotiations are underway to contract for 60% design (4/8/21). Muller is working on alternatives (4/30/21). Muller is working on preliminary design and an IGA Amendment to bring in additional 2021 funding from Douglas County is being brought to the Board in October (10/15/21); IGA Amendment has been executed

(11/11/21). Muller is preparing 60% Design Submittal (1/28/22). Muller submitted 60% Design on 2/2/22; comments have been provided on 60% Design Submittal (3/10/22). IGA Amendment bringing in 2022 funding is scheduled for TAC and Board consideration in June (5/27/22). IGA Amendment was authorized at the June 16th Board Meeting (6/30/22).

5. Cherry Creek Stream Reclamation at Dransfeldt (CCB-5.17.1B)
 - a. Description: Design and construction of stream reclamation is in partnership with Town of Parker and MHFD. It improves 2,400 feet of Cherry Creek near the future location of Dransfeldt bridge which is just downstream of the Cherry Creek at KOA project.
 - b. Status: Initial scoping has begun, and a partners meeting was held on 1/30/21. IGA is scheduled for CCBWQA's May TAC and Board meetings (4/30/21). IGA was approved by all parties and has been executed (6/25/21). Muller Engineering has submitted their Draft Scope of Work for Design Services, and the project sponsors have reviewed it (7/8/21). Design kickoff meeting was held on 10/14/21. Alternatives are being evaluated (12/9/21). Pre-submittal meeting for the 404 permit is being scheduled (12/30/21). CLOMR is being prepared for project (3/10/22) and was submitted to FEMA on 3/31/22. CEI was selected for as project partner to provide contractor input during the design (5/27/22). CLOMR is under review by FEMA (8/12/22).

6. McMurdo Gulch 2020/2021/2022 Stream Reclamation (CCB-7.2)
 - a. Description: The design and construction of stream reclamation is in partnership with Castle Rock. Castle Rock is the lead agency. This phase continues the work from the previous project and the improves the next set of high priority areas about 2,500 feet. The Authority's water quality component share for design and construction is estimated to be \$360,000 (\$60,000 for design in 2020, and \$300,000 for construction in 2021). The total project cost is estimated at \$1,440,000.
 - b. Status: 2020 Funding was approved at June Board Meeting and capital budget restructure will be drafted for future consideration. 60% level progress meeting is scheduled for 10/5/20. Review comments on 60% submittal were provided on 10/6/20. 90% design submittal is scheduled by end of March (3/12/21). 90% design submittal is being reviewed (4/8/21). CCBWQA submitted comments on 90% design on 4/13/21. The 90% design review and progress meeting was held on 7/22/21, and the construction funding for project is being considered by the TAC at their August meetings (7/29/21). The IGA is currently be drafted and will be brought to the Board at their September meeting (8/13/21). The project is being bid by Castle Rock with the bid opening scheduled for 11/12/21. Tezak Construction was the apparent low bidder (12/9/21). The pre-construction meeting was held on 1/3/22. Construction is underway (2/11/22). A construction meeting was held on 3/8/22, with sites 1-3 have the general construction completing and are waiting for a revegetation window and site 4 has started work on riffle structure. Seeding and revegetation are underway during spring planting window (5/13/22). *Visited site on 11/22/22, construction appears complete and vegetation establishment has begun.*

7. Lone Tree Creek in Cherry Creek State Park (CCB-21.1)
 - a. Description: This project includes a trail connection to Cherry Creek State Park and includes 570 linear feet of stream reclamation on Lone Tree Creek from the State Park Boundary to the Windmill Creek Loop Trail. The City of Centennial is the project lead. CCBWQA participation is for the stream reclamation only.
 - b. Status: 95% submittal is under review (5/13/22); review comments have been returned (5/27/22). Project funding was brought to TAC at their 7/7/22 meeting, during drafting of IGA it was discovered that future maintenance of stream reclamation should be considered, project will be brought back to TAC at an upcoming meeting for maintenance discussion and recommendation (8/12/22). A stakeholder meeting was held on 9/29/22 to discuss maintenance. A stakeholder meeting was held on 11/2/22 to discuss findings from CCBWQA's site visit and findings included in Wright Water Engineers report. *The Board supports CCBWQA's partnering with Centennial at their 11/17/22 meeting.*

8. Happy Canyon Creek – County Line to Confluence with Cherry Creek (CCB-22.1)
 - a. Description: The design and construction are in partnership with Southeast Metro Stormwater Authority and MHFD and includes 2,500 feet of stream reclamation. The Authority's water quality component share for design and construction is estimated to be \$325,000. The total project cost is estimated at \$1,300,000.
 - b. Status: IGA is scheduled for June TAC and Board meetings (5/27/21). IGA has been approved and executed by all parties (7/29/21). Jacobs has been selected as design consultant and project scoping is underway; limits have been extended upstream to the County Line and sediment capture area and transport will be included with the project (10/15/21). Jacobs has submitted their scope of work and fee for design which is under review by project sponsors (11/11/21). Project sponsors have completed a review of Jacobs' fee and scope of work and the agreement is being routed for signatures (1/28/22). IGA Amendment to bring in 2022 funding is in process (3/10/22). A project kickoff meeting was held on 3/28/2022. A site visit was performed on 4/12/22 to document existing conditions and identify sediment source/transport/deposition areas. Project Team is preparing a sampling plan for bank and bed materials to determine phosphorous content (5/13/22). The project team met on 5/24/22 to discuss project goals and Jacobs is progressing through the study. Jacobs and ERC are working on sediment transport analysis and model (6/30/22). The results from the sediment transport model were presented at the 8/23/22 progress meeting and an upstream sediment capture area just south of the JWPP was included in the alternatives analysis (8/26/22). The alternative analysis report is expected to be completed before the end of 2022 (10/13/22). Lab results from stream soil samples were sent to Jacobs so that they include phosphorus reduction in the alternatives analysis report; a groundwater investigation is needed to inform sediment capture facility and stream reclamation alternatives, scoping and negotiations are in progress (11/11/22).
9. Happy Canyon Creek - Upstream of I-25 (CCB-22.2)
 - a. Description: The design and construction are in partnership with Douglas County, City of Lone Tree, and MHFD and includes 2,500 feet of stream reclamation. The Authority's water quality component share for design and construction is estimated to be \$500,000. The total project cost is estimated at \$2,000,000.
 - b. Status: Douglas County, City of Lone Tree, and MHFD have initially funded and selected Muller Engineering as the design engineer. Design has started and a progress meeting was held on 1/27/21. Design is progressing (2/11/21). Muller has submitted 60% Design Deliverables (5/27/21). IGA for 2021 Funding is being brought to Board in September (9/9/21). 2021 IGA Amendment has been executed (11/11/21). Coordination with CDOT and easement acquisitions are on-going (1/13/22). Board authorized 2022 funding and IGA Amendment at their June 16th meeting (6/30/22). The project received environmental clearance from CDOT (8/12/22). The 90% design submittal is scheduled for delivery by end of September (8/26/22). The 90% design submittal is being reviewed (10/13/22). Comments were provided on 90% submittal (11/11/22). *Muller completed the 100% design submittal on 11/22/22.*
10. Dove Creek - Otero to Chambers Rd. (CCB-23.1)
 - a. Description: The design and construction are in partnership with Southeast Metro Stormwater Authority (SEMSWA) and with Mile High Flood District (MHFD) being a key stakeholder; it includes 1,300 feet of stream reclamation. The Authority's water quality component share for design and construction is estimated to be \$175,000. The total project cost is estimated at \$700,000.
 - b. Status: SEMSWA is drafting the Intergovernmental Agreement to bring in the 2021 funding for the project (3/12/21). RESPEC is the design consultant; two conceptual design alternatives have been prepared and reviewed during meeting on 3/15/21. IGA is scheduled for CCBWQA's May TAC and Board meetings (4/30/21). IGA has been approved and executed by all parties (7/29/21). 30% Design Review Meeting was held on 8/23/21. A Progress meeting is scheduled for 2/26/22 with 60% Plan submittal expected to follow (1/28/22). The 60% Design was submitted on 2/16/2022, comments were provided, and a

design review meeting was held on 2/23/2022. IGA Amendment to bring in 2022 funding is in process (3/10/22). Construction costs were prepared by CEI based on 60% submittal (5/13/22). A design progress meeting was held 6/14/22 and 90% design submittal is being prepared (6/30/22). 90% design submittal is expected by the end of July (7/15/22). The 90% design submittal was reviewed, and comments were submitted on 8/22/22. *Construction is anticipated in 2023 (10/13/22)*. A progress meeting was held on 11/8/22, project will likely be done in 2 phases, IGA Amendment will be needed early in 2023 so that construction can start ahead of storm season.

11. Piney Creek from Fraser Street to Confluence with Cherry Creek aka Reaches 1 and 2 (CCB-21.1)
 - a. Description: This project includes 2900 liner feet of stream reclamation on Piney Creek. The project partners are SEMSWA and CCBWQA.
 - b. Status: Project coordination meeting was held with SEMSWA on 6/29/22. IGA drafted and is being reviewed by SEMSWA (8/12/22). IGA was approved by CCBWQA at the 9/15/22 Board meeting.

MAINTENANCE

1. Reservoir Destratification Operations (OM-7)
 - a. Description: Includes 2022 Annual Operations and Maintenance of the Reservoir Destratification System (RDS).
 - b. Status: Ingersoll Rand replaced the top pressure regulating valve on 4/4/22; the pre-season check was done simultaneously, and no leaks were observed. The RDS was started for the season on 5/1/22. At the request of Colorado Parks and Wildlife (CPW) to aid in search and recovery efforts the RDS was turned off on 5/10/22 and it will be started back up when notified by CPW that it is appropriate. The RDS was restarted on 5/14/22. Ingersoll Rand performed compressor maintenance on 6/14/22 and B&RW repaired a leaky diffuser head on 6/22/22. Annual maintenance on the in-lake distribution system started on 8/22/22 and 8/23/22 with the remaining maintenance scheduled for the end of September. Compressor shut down with a high temperature warning on 9/2/22; the Ingersoll Rand technician responded on 9/7/22, cleaned out coolers, and restarted compressor. A leak in the reservoir distribution was observed on 9/15/22, the affected zone 1 was turned off until repairs can be made, repairs were completed on 9/27/22 and zone 1 was turned back on then. Annual maintenance continued the week of 10/3/22 and when it was completed the system was turned off for the season on 10/6/22.
2. PRF Weed Control (OM 14.1)
 - a. Description: Includes 2022 weed control from 2021 Annual Observation of Pollution Reduction Facilities (PRFs).
 - b. Status: No weed control was performed in 2022.
3. PRF Reseeding at CCSP (OM 14.2)
 - a. Description: Includes 2022 routine restoration of PRF vegetation at Cherry Creek State Park (CCSP) from 2021 Annual Observation of Pollution Reduction Facilities (PRFs).
 - b. Status: No seeding was performed in 2022.
4. Mountain and Lake Loop Shoreline Stabilization Phase II (OM 4.6)
 - a. Description: This project was identified in through the 2020 annual inspection and design and permitting started in 2021. It adds about 40 feet of shoreline protection where it has eroded leaving a 1-2 foot tall vertical bank.
 - b. Status: Construction Plans have been prepared and the GESC was submitted to Arapahoe County for review (1/13/22). Plans are being reviewed by US Army Corps of Engineers for 408 clearance (5/13/22).
5. East Boat Ramp Shoreline Stabilization Phase II (OM 4.6)

- a. Description: This project was identified in through the 2012 annual inspection and design and permitting started in 2019. It connects to the Phase I project and extends shoreline protection 100 feet to the north towards the East Shade Shelters.
 - b. Status: Field work has been completed on the East Boat Ramp Shoreline Stabilization and design is underway. Permitting Meeting was held on 9/16/19. ERO has been contracted to for 404 permitting assistance. Preliminary Design was completed on the East Boat Ramp in December 2019; permitting and final design has begun. Design is about 80% complete. Site meeting with Colorado Parks and Wildlife was held on 3/25/20. ERO has prepared 404 permit application on 4/30/20. 404 permit application has been submitted. East Boat Ramp Plans were submitted on 8/26/20 to USACOE and Cherry Creek State Park staff for their review and approval. USACOE's 408 approval was received and final bid documents are being prepared (1/29/21). Contract Documents are being updated for Bidnet (5/27/21). GESC is being prepared (11/11/21). GESC was submitted to Arapahoe County for review (1/13/22). Project is out for bid (5/13/22). The pre-bid meeting was held on 5/25/22. The bid opening was on 6/8/22 with 53 Corporation being the low bidder. The Board authorized the award to 53 Corporation and the construction funding at their June 16th meeting (6/30/22). 53 Corporation started construction on 8/22/23. Project is nearing completion and final walk-through was held on 10/4/22. Construction is complete (11/11/22).
6. 2021 Wetland Harvesting Pilot Project (OM WHPP)
- a. Description: Includes 2021 Wetland Harvesting on Cottonwood Creek (Western Bank) to remove Phosphorus and Nitrogen. Harvesting cuts the above ground biomass, collects and hauls off cuttings effectively removing the Phosphorus and Nitrogen trapped in the cuttings. The preserved below ground biomass will regenerate and regrow, creating a sustainable harvesting program that retains the natural and beneficial functions of the wetlands.
 - b. Status: The Board authorized Wetland Harvesting Pilot Project at their March 2021 meeting (8/13/21). The Pilot Project started on 10/11/21, a site visit was made on 10/13/21, and is scheduled to be completed by 10/31/21. Field work has been completed (11/11/21). Lab data is being compiled (12/9/21). LRE Water is preparing a google earth and GIS boundaries of 2021 harvest limits (12/30/21). Lab data on vegetation samples was received and nutrient removal information from 2021 harvesting is being developed (1/28/22). The 2021 update and data were presented to TAC at their 4/7/22 meeting. Presentation of 2021 Update is scheduled for the May Board meeting (5/13/22). An update on the regrowth of the 2021 Harvest Area will be provided at the 8/18/22 Board Meeting and 9/1/22 TAC Meeting.
7. 2022 Wetland Harvesting Pilot Project (OM WHPP)
- a. Description: Includes 2022 Wetland Harvesting on Cottonwood Creek (Eastern Bank) to remove Phosphorus and Nitrogen. Harvesting cuts the above ground biomass, collects and hauls off cuttings effectively removing the Phosphorus and Nitrogen trapped in the cuttings. The preserved below ground biomass will regenerate and regrow, creating a sustainable harvesting program that retains the natural and beneficial functions of the wetlands.
 - c. Status: Action for 2022 is scheduled for the May Board meeting (5/13/22). The Board authorized the wetland harvesting work for 2022 (5/27/22). L&M is preparing proposal for 2022 wetland harvesting (8/12/22). The 2022 wetland harvesting is scheduled from 9/12/22 to 9/23/22 (8/26/22). The 2022 wetland harvesting has been completed; lab results of samples, area measurement, and final weights of harvesting are in progress (10/13/22).

PLANNING

- 1. Cherry Creek Master Plan Cherry Creek State Park Boundary upstream to the Mile High Flood District Boundary (PAPM-0)
 - a. Description: The Mile High Flood District (MHFD), Southeast Metro Stormwater Authority, Town of Parker, Douglas County, and CCBWQA are preparing a Major Drainageway Planning Study for Cherry Creek upstream of Cherry Creek Reservoir. The Plan identifies potential Pollution Abatement Projects (PAPs). Potential PAPs are stream reclamation (immobilizes phosphorus in soil).

- b. Status: Muller Engineering has been selected as the consultant for the project and their scope of work and fee and currently under review by the project sponsors. Field visits by the consulting team started on 10/8/20 and were completed on 11/6/20. Progress meeting was held on 12/14/20, which included overview of field visits. At the 2/8/21 progress meeting, a water quality parametric was discussed, and could be mapped and used to identify deficiencies along Cherry Creek. Muller is scheduled to present at TAC at the 5/6/21 TAC meeting, and the 2021 Water Quality Planning Scope of Work and Fee will be considered at CCBWQA's May TAC and Board meetings (4/30/21). Muller provided update and 2021 Water Quality Planning work was authorized (5/27/21). A progress meeting was held on 10/11/21. Muller has added a water quality parametric to the overall stream assessment exhibit and is working with RESPEC to include information from watershed model (12/30/21). A draft storyboard of the work was presented at the progress meeting on 4/11/22. Water Quality text for StoryMap/WebPlan submittal is scheduled for mid-August (7/15/22). Received water quality submittal on 8/26/22 and it is being reviewed (9/8/22). Muller is incorporating final comments and presented story map at the 9/23/22 Cherry Creek Stewardship Conference. *Study has been completed (11/28/22).*
2. Cherry Creek Tributaries Major Drainageway Planning (PAPM-1)
- a. Description: The Mile High Flood District (MHFD), City of Aurora, Southeast Metro Stormwater Authority, and Douglas County are preparing a Major Drainageway Planning Study for Cherry Creek Tributaries upstream of Cherry Creek Reservoir and Dewberry / J3 is the consultant. The tributaries included are Little Raven Creek, Suhaka Creek, Joplin Tributary, Grove Ranch, Valley Club Acres, North Arapahoe Tributary, South Arapahoe Tributary, Chenango Tributary, Tagawa Tributary, Kragelund Tributary, and 17-mile Tributary. This project identifies potential Pollution Abatement Projects (PAPs) within the Cherry Creek Tribs MDP and the areas of those tributaries in CCSP. Potential PAPs are stream reclamation (immobilizes phosphorus in soil) and water quality treatment within detention basins (settlement of sediments and attached phosphorus).
- b. Status: Board authorized CCBWQA to enter into Agreement with Dewberry at their 2/20/20 meeting, and CCBWQA contracted with Dewberry. Dewberry conducted field work 4/28-4/30/20. Dewberry will continue CCBWQA's work in conjunction with hydrology and alternatives in MHFD master plan. Dewberry has submitted the Alternatives Memo which is being reviewed (10/15/21). Comments have been provided on Alternatives Memo (12/9/21). Dewberry is working on the grading of the proposed water quality ponds (6/10/22). Study progress meetings were held for 17-mile Tributary on 8/15/22 and Kragelund Tributary on 8/22/22. A study progress meeting was held for Chenango Tributary on 9/2/22. The draft alternatives analysis was submitted on 10/26/22 and is under review.
3. Cherry Creek Stream Planning and Approach Study Reservoir to 12-Mile Park (BAPM-1)
- a. Description: Several issues and concerns exist on Cherry Creek between the reservoir and 12 -mile Park: the continued head cut erosion and fallen and dying trees, CCBWQA's CC-10 monitoring station's declining accuracy and reliability of flow measurements, Bank and bed erosion along Cherry Creek from Perimeter Road to downstream, and the change in flow path downstream of the Cherry Creek 12-mile Park Phase 2 project (Breach Area). This study will help determine the water quality implications of these issues, CCBWQA's approach and role in the area, and stake-holders and possible partners.
- b. Status: Interim committee is being set up to negotiate with Muller and determine scope of work, fee, and deliverables for TAC and Board consideration. Interim committee consists of Bill Ruzzo, John McCarty, Jon Erickson, Jason Trujillo, Rich Borchardt, and Chuck Reid. The scoping meeting is scheduled for 3/30/20. Muller conducted field assessment work on 4/28/20. Drone video is pending permit approval by USACOE. Muller has submitted draft base scope of work and optional additional services, which are being reviewed and considered by interim committee at their next meeting on 5/4/20. The next scoping meeting with interim committee and Muller is scheduled for 5/15/20; with a final draft of scope and fee being prepared for consideration shortly afterwards. Muller's scope of work and fee were distributed to TAC and Board authorized design services at their April 2020 meeting. Muller's

revised scope and fee is being reviewed by committee. The study committee of John McCarty, Bill Ruzzo, Jacob James, Lanae Raymond, David VanDellen, and Jon Erickson has been formed to assist with decisions and direction during study. The kickoff meeting was held on 8/11/20. A joint Cherry Creek Committees meeting is scheduled for 10/5/20 to discuss optimization between the Cherry Creek 12-mile Phase 3B project and the Cherry Creek Reservoir to Park Boundary study. Muller is preparing draft scope of work for the optimization approach (11/12/20). Muller has submitted the draft scope of work and fee for the optimization approach on 12/9/20. Muller revised draft Scope of Work (draft SOW) for the optimization to include sub-consultant work; the joint committee meeting is schedule for 2/3/21 to review draft SOW. The Joint Cherry Creek Committees and TAC have reviewed the draft SOW, and the final version is being included for Board consideration at their February Board Meeting (2/11/21). The Board approved Muller's Optimization work at their February Board Meeting (2/26/21). Muller plans to provide an update at July TAC meeting (4/30/21). Muller provided a draft submittal of historical site information and the survey efforts on 5/24/21. Muller will provide an update at the July TAC and Board Meetings (6/25/21). Please submit any comments on Draft report to Rich by 8/20/21 (7/29/21). Muller's additional scope of work for workshops and partnering efforts are scheduled was authorized by the Board in September (10/15/21); amendment to Muller's contract has been executed (11/11/21). It is anticipated that the workshop will be held in 2022 (12/30/21). Muller submitted the water quality assessment report on 4/9/22 which is currently being reviewed by the Pollution Abatement Project Manager. Comments on water quality study and monitoring have been sent to Muller (5/27/22). Muller is revising study to include comments (7/15/22). Muller has submitted revised channel monitoring report on 9/8/22. Muller has submitted the revised stream assessment report on 10/10/22. *Muller revised reports and resubmitted them on 11/21/22; reports will be taken to TAC and Board in December with a proposed workshop for consideration.*