



Notice of Regular Meeting
Cherry Creek Basin Water Quality Authority
Board of Directors Meeting
Thursday, February 16, 2023 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://us06web.zoom.us/j/87425775963> Passcode: CCBWQA
Phone (669)444-9197 Mtg ID 87425775963# Passcode: #815374

CCBWQA Board of Directors Meeting Documents can be found online at the link below.

https://drive.google.com/drive/folders/1KqGcDC9eS_gMEdSiXPPPBGFefAHTib7pf?usp=share_link

1. Call to Order and Pledge of Allegiance
2. Recognition of Former Board Members Nancy Sharpe and Caryn Johnson
3. Oaths of Office and Introductions (5 minutes)
 - a. Cathie Frazzini - City of Lone Tree, Alternate
 - b. Leslie Summey - Arapahoe County
 - c. Mike Anderson - City of Lone Tree
4. Consent Agenda (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 January 19, 2023 Minutes (enclosed)
 - b. Acceptance of the Schedule of Cash Position dated February, 2023 (enclosed)
 - c. Approval of the Paid and Unpaid Claims as of February, 2023 (enclosed)
 - d. Approval of 2023 Agreements (enclosed)
 - i. ERO
 - ii. Fiscal Focus Partners Engagement Letter
 - iii. TCW Risk Management Agency Fee Agreement
5. Direction and/or Action (25-30 minutes)
 - a. Election of Officers: Chair, Vice Chair, Secretary/Treasurer, Assistant Secretary (Rivero)
 - b. Acceptance of Project Summary Reports (Borchardt, enclosed)
 - i. East Boat Ramp Shoreline Stabilization Phase 2
 - ii. Cherry Creek Stream Reclamation at 12-mile Park Phase 3
 - iii. McMurdo Gulch 2022 Stream Reclamation
 - c. Approve RDS Operations & Maintenance Plan (Goncalves, enclosed)
6. Discussion (30 minutes)
 - a. DRAFT [2022 CCBWQA Annual Report on Activities](#) (Nobel)
 - b. Update on Submittal of Lake Nutrients Rebuttal Statement (DiToro/Clary)
 - c. Technical Subcommittees (Clary)
7. Presentations (10 minutes)
 - a. Water Quality Standards 101 (DiToro)
8. Board Member Items
9. Updates (10 minutes)
 - a. Technical Manager (Clary)
 - i. Board Binder Update
 - ii. Board Orientation (following Board meeting)
 - iii. TAC Members

- b. Cherry Creek Stewardship Partners Update and [Events](#) (Davenhill)
 - c. TAC (Erickson)
 - d. Contract Staff (see enclosed memos)
 - i. PAPM
 - a. CIP Status Report (Borchardt)
 - b. Maintenance and Operations Status Report (Goncalves)
 - ii. [Water Quality](#) (Stewart)
 - iii. Regulatory (DiToro)
 - iv. LUR Summary
 - a. 2023 LUR Tracking [Link](#) (Endyk)
 - e. Legal
 - i. Update on Cherry Creek Project Authority Due Diligence Application
 - f. Other: Reminder of 2023 Workshops
 - i. Cherry Creek in CCSP Muller Report and BMP Effectiveness Workshop - March 16, 2023
8:30-11:30 am
 - ii. Watershed Plan Process - September 21, 2023
8:30-11:30 am
10. Executive Session pursuant to Section 24-6-402(4) C.R.S., if necessary.
11. Adjournment

IN RE THE MATTER OF THE CHERRY CREEK BASIN WATER
QUALITY AUTHORITY

ARAPAHOE AND DOUGLAS COUNTIES, COLORADO

Attorney: Timothy J. Flynn, Esq.
Collins Cole Flynn Winn & Ulmer
A Professional Limited Liability
Company
165 South Union Blvd, Suite 785
Lakewood, Colorado 80228

Phone Number: (720) 617-0080
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▲ FOR CLERK AND RECORDER'S ▲
USE ONLY

OATH OF OFFICE

I, Leslie Summey, do affirm that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Cherry Creek Basin Water Quality Authority on behalf of Arapahoe County, upon which I am about to enter to the best of my ability.

Leslie Summey

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Sworn to before me this ____ day of _____, 20__ by Leslie Summey.

Witness my hand and official seal.

Joshua R. Rivero

Title: Chair



**Cherry Creek Basin Water Quality Authority
Minutes of the Board of Directors Meeting
Thursday, January 19, 2023 at 9:00 a.m.**

Board Members Present

Bahman Hatami, Governor's Appointee (zoom)
Bill Ruzzo, Governor's Appointee
Christopher Lewis, Vice Chairman, Governor's Appointee
Desiree LaFleur, Town of Castle Rock - Alternate (zoom)
Geoff Blue, City of Castle Pines - Alternate (zoom)
Jessica LaPierre, City of Aurora - Alternate
John McCarty, Secretary, Governor's Appointee
Joshua Rivero, Chairman, Town of Parker
Luis Tovar, Special District Representative (zoom)
Margaret Medellin, Governor's Appointee (zoom)
Max Brooks, Town of Castle Rock (zoom)
Mike Anderson, City of Lone Tree (zoom)
Rebecca Tejada, Special Districts, Parker Water and Sanitation District - Alternate
Roger Hudson, City of Castle Pines (zoom)
Ryan Adrian, Douglas County - Alternate
Stephanie Piko, City of Centennial (zoom)
Steve Sundberg, City of Aurora (zoom)
Tom Downing, Governor's Appointee (zoom)
Tom Stahl, City of Greenwood Village (zoom)

TAC Members Present

Ashley Byerley, SEMSWA (zoom)
David Van Dellen, Town of Castle Rock (zoom)
Jacob James, City of Lone Tree (zoom)
Jason Trujillo, Board Appointee, Cherry Creek State Park (zoom)
Jeremiah Unger, CDOT (zoom)
Jon Erickson, TAC Chair, Board Appointee, Colorado Parks and Wildlife
Lisa Knerr, TAC Vice Chair, Arapahoe County
Rick Goncalves, Board Appointee
Wanda DeVargas, Board Appointee, E-470 (zoom)

Others Present

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

1. Call to Order and Pledge of Allegiance

Director Rivero called the meeting to order at 9:01 am and led the pledge of allegiance.

Director Rivero encouraged the Board to begin consideration of succession planning for the chair and vice chair positions and also Governor’s appointees.

2. Oaths of Office and Introductions

- a. **Cathie Frazzini - City of Lone Tree, Alternate**
- b. **Jessica La Pierre - City of Aurora, Alternate**
- c. **Max Brooks - Castle Rock**
- d. **Rebecca Tejada - Special Districts, Alternate**

Director Rivero administered the oaths of office for Jessica La Pierre, Max Brooks, and Rebecca Tejada. Cathie Frazzini was not in attendance. Her oath will be administered at a future meeting.

3. Consent Agenda

- a. **Approval of the December 15, 2022 Minutes**
- b. **Acceptance of the Schedule of Cash Position dated January, 2023**
- c. **Approval of the Unpaid Claims as of January, 2023**
- d. **Adoption of Resolution 2023-1-1, Open Meetings Law Notices Postings for 2023 - *Updated Version in Supplemental Packet***
- e. **Approval of CLRMA/NALMS Membership**
- f. **Approval of 2023 Agreements**
 - i. **Collins Cole Flynn Winn & Ulmer**
 - ii. **Pinpoint Systems**
 - iii. **Hydros Site Specific - *Updated Version in Supplemental Packet***
 - iv. **Hydros As Needed - *Supplemental Packet***

Director Rivero moved to remove consent agenda item 3d. Seconded by Director Lewis. The motion carried. Director McCarty moved to approve the consent agenda. Seconded by Director Ruzzo. The motion carried. Director Rivero discussed the proposed change to Resolution 2023-1-1 stating that Board meetings will be held in person. An updated Resolution with this change was sent in the Supplemental Packet.

Director Rivero would like to encourage Board members to attend in person to facilitate discussion. Unless there are extenuating circumstances, all voting Board members should be present in person in order to vote. There will still be a remote attendance option available, however. Board members were encouraged to RSVP to the meeting invite or email Val directly if they are unable to attend scheduled meetings. “Resolution 2023-1-1 will be revised to state that it will become effective as of February 1, 2023.”

Director Lewis moved to adopt 2023-1-1, as revised. Seconded by Director Piko. The motion carried.

4. Direction and/or Action

- a. **Recognition of Caryn Johnson, Board Service (January 2019-December 2022)**
- b. **Recognition of Nancy Sharpe, Board Service (2010-2022)**

Director McCarty moved that the Board recognize Nancy Sharpe and Caryn Johnson for their significant contributions to the CCBWQA by a contribution of \$250.00 each to Cherry Creek State Park for park improvements, and with a plaque commemorating their years of dedication to the CCBWQA. Seconded by Director Piko. The motion carried.

- c. **Acceptance of the 2022 Cherry Creek Reservoir Destratification System (RDS) Operations and Maintenance Report**

Rich Borchardt provided a summary of the [2022 CCR RDS O&M Report](#) that outlines operations and maintenance of the system, recommendations regarding preventive maintenance, and maintenance currently contracted through Ingersoll Rand. Rich's memo can be found [here](#). The 2023 budget includes \$65,000 for utilities, \$11,000 for service plan (PackageCare), and \$47,700 for maintenance of the RDS.

In addition, a document that outlines the goals of the RDS system and a summary of water quality benefits will be prepared and reported back to the TAC and Board. The operation of the system is currently on a fixed schedule in accordance with the policy adopted by the Board in 2022. More detailed discussion about the RDS system can occur in future Board meetings, with the primary focus of the current Board meeting being acceptance of R2R's annual report.

Director Lewis moved to accept the 2022 Cherry Creek Reservoir Destratification System (RDS) Operations and Maintenance Report. Seconded by Director Ruzzo. The motion carried.

d. Approval of Dove Creek Stream Reclamation IGA

Rich Borchardt presented the Dove Creek Stream Reclamation Improvements from Otero Avenue to Pond D1 IGA, explaining that the design has been completed and RESPEC is the design engineer. The first phase of construction between Otero Avenue and Chambers Road is scheduled for early 2023 and the IGA Amendment brings in 2023 funding of \$2,400,000 (\$138,000 CCBWQA and \$2,262,000 SEMSWA) for the construction of the first phase and contingency. The project is currently estimated at \$2,400,000 in the IGA. Rich's memo including photos of the project can be found [here](#). The IGA can be found [here](#).

Director Piko moved to approve the Intergovernmental Agreement with SEMSWA for funding the construction of Phase 1 of the Dove Creek Stream Reclamation Improvements for an amount not to exceed \$138,000. Seconded by Director McCarty. The motion carried.

e. Approval of Lake Nutrients RMH Rebuttal Statement

Jessica DiToro presented an action item [memo](#) requesting the Board approve the Lake Nutrients RMH Rebuttal Statement and authorize submittal to the WQCC. The deadline for submission of the Rebuttal is February 15, 2023.

At the CCBWQA Board meeting on December 15, 2022, the Board approved formation of a Regulation 38 RMH Subcommittee with the delegated authority to make decisions during time-constrained hearing deadlines and/or to 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. This Subcommittee provided direction that developing a Rebuttal is appropriate and should: 1) respond to EPA's RPHS and 2) include discussion that emphasizes Cherry Creek's and CCBWQA's uniqueness (statutory-uniqueness and reservoir/data-uniqueness relative to other Colorado reservoirs). Additionally, the Subcommittee directed that it should maintain this narrow focus and not comment on concerns raised by other parties related to the WQCD's methodology and/or modeling.

The Rebuttal Statement was drafted per the Subcommittee's direction, and CCBWQA's legal counsel, Zach Miller (Davis Graham and Stubbs (DGS)), provided edits to the Rebuttal after the January 13, 2023 packet had been sent out. These edits were reviewed and deemed consistent with the direction given by the Regulation 38 RMH Subcommittee on December 28, 2022. The edits were editorial in nature and can be viewed as redlines in the [revised Rebuttal](#) included in the Supplemental Board Packet.

Discussion included:

There have also been additional recommendations on specific wording in two areas of the Rebuttal Statement. John Woodling recommended adding the words "whether higher or lower" in the statement "adoption of known incorrect standards (whether higher or lower) for the Reservoir is counterproductive and not helpful". Bill Ruzzo requested replacing the word "to ensure" with "so" in one sentence.

Director Downing moved to approve the Lake Nutrients Criteria Rulemaking Hearing Rebuttal Statement prepared by legal counsel and to submit the Statement to the Water Quality Control Commission, as amended. Seconded by Director Sundberg. The motion carried.

Note: the Board Regulation 38 Subcommittee remains authorized to make minor changes that are substantively consistent with the approved Rebuttal prior to submittal of the Rebuttal on February 15, 2023.

f. Approval of the CR72 Informational Hearing Letter

Jessica DiToro provided an action item [memo](#) requesting the Board to submit a letter regarding the Control Regulation 72 Rulemaking Hearing to the WQCC. Background information and the attached letter can be found [here](#). The letter communicates that CCBWQA will not be serving as a Proponent for changes to Regulation 72 in the Rulemaking, but will file Party Status to participate in the hearing if others propose changes.

Director Lewis moved to submit the January 19, 2023 letter as drafted by Staff to the Water Quality Control Commission for the Control Regulation 72 Informational Hearing. Seconded by Director Piko. The motion carried.

5. Discussion

a. Land Use Referral Contacts and Process Update

Jane Clary updated the Board on the Authority's efforts to communicate the Land Use Referral Process change effective January 1, 2023. The [letter](#) sent to local agencies notifying them of the change has been posted to the CCBWQA's website and emailed to various parties as noted in the spreadsheet found [here](#). Val Endyk is updating the spreadsheet as local agencies respond, confirming their receipt of the letter and understanding of the new land use review process.

6. Presentations

a. WY 2022 Annual Water Quality Monitoring Report Presentation

Erin Stewart presented the [WY 2022 Water Quality Monitoring Report](#).

The [presentation](#) provided a summary of findings based on water quality monitoring data collected over Water Year 2022 based on the CCBWQA Sampling and Analysis Plan/ Quality Assurance Project Plan (SAP/ QAPP).

Discussion:

- Secchi depth in Cherry Creek Reservoir is impacted (reduced) by the presence of inorganic suspended solids, not just algae.
- Increased water reuse may affect flows and nutrient concentrations in the streams. This issue is not fully understood at this time.
- Arapahoe county is encouraging stormwater infiltration measures to reduce stream erosion, pollutant loading and increase alluvial return flows.
- Other metrics of reservoir health should also be considered beyond the on-going effort to attain the chlorophyll-a standard. Examples of such metrics could include maintenance of trophic state, health of the fishery, park usage, etc. This topic will continue being explored as part of the watershed plan update. Next steps would be for staff to recommend additional metrics of success to present a more holistic assessment of the Reservoir. The Board expressed support for this idea.

7. Board Member Items

None

8. Updates

a. Technical Manager (Clary)

i. 2023 TAC Members Update

ii. Board Binder Update

An electronic version and the option for a printed version of a Board binder will be available by the February Board meeting.

iii. Board Orientation

Board and TAC orientation after the February 16th Board meeting.

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

Annual Conference planning efforts underway - save the date - August 25th.

Annual Hawk Walk January 29th, details on CCSP website.

c. TAC (Erickson)

TAC goals for 2023 include facilitating engagement between TAC and Board members and how to best utilize CCBWQA's tools and models to provide recommendations. Jon is willing to be a TAC contact for Governor appointees or anyone else that needs TAC coordination.

d. Contract Staff

i. PAPM

a. **CIP Status [Report](#) (Borchardt)** The report is included in the packet, current projects still in process rolled over and all new projects for 2023 have been included.

b. **Maintenance and Operations Status [Report](#) (Goncalves)** Rick will be taking over management of the RDS system in 2023.

ii. **[Water Quality](#) (Stewart)** No additional update.

iii. **Regulatory (DiToro)** No additional update.

iv. LUR Summary

a. **December [LUR Update](#) (Borchardt)**

b. **2023 LUR Tracking [Link](#) (Endyk)**

e. Legal

Legal counsel is working to standardize future participation agreements with both the Mile High Flood District and SEMSWA.

f. Other: Reminder of 2023 Workshops

i. **Cherry Creek in CCSP Muller Report and BMP Effectiveness Workshop - March 16, 2023 8:30-11:30 am**

ii. **Watershed Plan Process - September 21, 2023 8:30-11:30 am**

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

None

10. Adjournment

There being no further business to come before the Board, Director Rivero moved to adjourn the meeting at 11:08 am.

Cherry Creek Basin Water Quality Authority
Schedule of Cash Position
December 31, 2022
as of February 9, 2023

	General Fund	Pollution Abatement Fund	Enterprise Fund	Total
<u>1st Bank - Checking Account</u>				
Balance as of 12/31/22	\$ 31,345.65	\$ 22,582.47	\$ 6,235.63	\$ 60,163.75
Subsequent activities:				
01/19/23 Monthly Transfer for bill pay	108,000.00	207,000.00	10,000.00	325,000.00
01/24/23 Bill.com Payment	(113,714.25)	(199,254.57)	(5,289.13)	(318,257.95)
01/26/23 Verizon ACH	(51.49)	-	-	(51.49)
01/31/23 January VISA Charges	(1,081.58)	-	-	(1,081.58)
01/31/23 Interest Income	11.86	-	-	11.86
02/02/23 Visa Charge NALMS	(75.00)	-	-	(75.00)
<i>Anticipated Activities</i>				
<i>Monthly Transfer for AP</i>	<i>100,000.00</i>	<i>170,000.00</i>	<i>-</i>	<i>270,000.00</i>
<i>Bill.com Open Invoices</i>	<i>(98,102.53)</i>	<i>(173,468.08)</i>	<i>(559.50)</i>	<i>(272,130.11)</i>
<i>Anticipated balance</i>	<u>\$ 26,332.66</u>	<u>\$ 26,859.82</u>	<u>\$ 10,387.00</u>	<u>\$ 63,579.48</u>
<u>ColoTrust General - (8001)</u>				
Balance as of 12/31/22	\$ 858,139.58	\$ 2,335,058.75	\$ 1,509,219.44	\$ 4,702,417.77
Subsequent activities:				
01/13/23 Ptax Arapahoe (Dec)	5,493.46	-	-	5,493.46
01/13/23 Ptax Douglas (Dec)	9,631.95	-	-	9,631.95
01/19/23 Monthly Transfer for AP	(108,000.00)	(207,000.00)	(10,000.00)	(325,000.00)
01/31/23 Interest Income	-	-	17,788.36	17,788.36
01/31/23 Dev Checks - 2022 Rev (AR)	-	-	23,808.11	23,808.11
<i>Anticipated Activities</i>				
<i>Monthly Transfer for AP</i>	<i>(100,000.00)</i>	<i>(170,000.00)</i>	<i>-</i>	<i>(270,000.00)</i>
<i>Anticipated balance</i>	<u>\$ 665,264.99</u>	<u>\$ 1,958,058.75</u>	<u>\$ 1,540,815.91</u>	<u>\$ 4,164,139.65</u>
<u>ColoTrust Pollution Abatement - (8002)</u>				
Balance as of 12/31/22	\$ -	\$ 54,399.83	\$ -	\$ 54,399.83
Subsequent activities:				
01/31/23 Interest Income	-	210.91	-	210.91
<i>Anticipated balance</i>	<u>\$ -</u>	<u>\$ 54,610.74</u>	<u>\$ -</u>	<u>\$ 54,610.74</u>
<u>CSAFE - Savings Account</u>				
Balance as of 12/31/22	\$ 859,161.30	\$ 42,246.04	\$ 355,976.40	\$ 1,257,383.74
Subsequent activities:				
01/31/23 Interest Income	-	-	4,769.83	4,769.83
<i>Anticipated balance</i>	<u>\$ 859,161.30</u>	<u>\$ 42,246.04</u>	<u>\$ 360,746.23</u>	<u>\$ 1,262,153.57</u>
<i>Total funds available as of date above</i>	<u><u>\$ 1,550,758.95</u></u>	<u><u>\$ 2,081,775.35</u></u>	<u><u>\$ 1,911,949.14</u></u>	<u><u>\$ 5,544,483.44</u></u>

Effective monthly yield (as of 1/31/2023)

1st Bank - 0.2%* if Balance >\$20,000
ColoTrust Plus - 4.5569%
CSAFE - 4.46%

Cherry Creek Basin Water Quality Authority
Paid Claims January 1, 2022 through February 9, 2022

Process Date	Vendor	Invoice Number	Payment Reference	Amount
1/24/2023	CH2M Hill - Jacobs Engineering	D3150300-039	P23012301 - 6735504	\$ 240.00
1/24/2023	CliftonLarsonAllen LLP	3537763	P23012301 - 6735486	3,966.18
1/24/2023	Cockrel Ela Glesne Greher & Ruhland, P.C.	Multiple	P23012301 - 6735463	319.50
1/24/2023	Collins Cole Flynn Winn & Ulmer, PLLC	Multiple	P23012301 - 6735457	21,559.12
1/24/2023	Davis Graham & Stubbs LLP	Multiple	P23012301 - 6735453	1,125.00
1/24/2023	Hydros Consulting Inc.	Multiple	P23012301 - 6735450	616.00
1/24/2023	LRE Water	21746	P23012301 - 6735482	76,792.20
1/24/2023	Mile High Flood District	INV02900	P23012301 - 6735478	145,000.00
1/24/2023	Muller Engineering Company	Multiple	P23012301 - 6735446	3,546.88
1/24/2023	Pinpoint Systems Inc.	Multiple	P23012301 - 6735443	1,151.25
1/24/2023	R2R Engineers, Inc.	2022-14	P23012301 - 6735474	23,662.50
1/24/2023	RESPEC	Multiple	P23012301 - 6735439	11,308.88
1/24/2023	RG and Associates LLC	Multiple	P23012301 - 6735436	3,236.00
1/24/2023	Valerie Endyk	12	P23012301 - 6735469	4,556.25
1/24/2023	Wright Water Engineers, Inc.	Multiple	P23012301 - 6735433	21,178.19
			Subtotal	\$ 318,257.95
Other Payments				
1/3/2023	Adobe Software subscription	-	Visa	\$ 248.88
1/4/2023	Get Streamline.com Web	-	Visa	200.00
1/18/2023	Panera Bread	-	Visa	94.70
1/18/2023	JimmyJohns	-	Visa	132.99
1/19/2023	Alpine Trophies	-	Visa	29.01
1/26/2023	*Verizon	-	ACH Payment	51.49
1/27/2023	NALMS	-	Visa	75.00
1/30/2023	Microsoft	-	Visa	216.00
1/31/2023	CLRMA.org	-	Visa	85.00
2/2/2023	NALMS	-	Visa	(75.00)
			Subtotal	\$ 1,058.07
			Total Payments	\$ 319,316.02

**Cherry Creek Basin Water Quality Authority
Unpaid Claims as of 02/10/2023**

Date	Vendor	Invoice #	Account Description	Amount
12/31/2022	Cherry Creek Stewardship Partners	107030	107030 - CC Stewardship Partners	\$ 13,000.00
12/31/2022	Davis Graham & Stubbs LLP	844092	107050 - Regulatory Support	3,124.00
12/31/2022	RESPEC	INV-1222-1608	117728 - Reservoir Shoreline Stabilization - East Shade Shelter	10,200.00
1/20/2023	Southeast Metro Stormwater Authority	1/20/2023	117885 - Dove Creek: Otero to Chambers	138,000.00
1/25/2023	LRE Water	22021	107000-107999 - General Fund various accounts	44,332.90
1/25/2023	Valerie Endyk	13	107520 - Optional Mgr Support Contingency	5,962.50
1/26/2023	Cherry Creek State Park	Donation	107480 - Miscellaneous	250.00
1/26/2023	Cherry Creek State Park	Donation	107480 - Miscellaneous	250.00
1/31/2023	CliftonLarsonAllen LLP	3561151	107000 - Accounting	5,716.38
1/31/2023	Collins Cole Flynn Winn & Ulmer, PLLC	3004	107460 - Legal services	13,038.00
1/31/2023	Pinpoint Systems Inc.	9793	107481 - Office expense	502.50
1/31/2023	R2R Engineers, Inc.	2023-01	107440 - Management/administration	10,578.75
1/31/2023	R2R Engineers, Inc.	2023-01	117440 - Management/administration	7,648.23
1/31/2023	Wright Water Engineers, Inc.	65818	107000-107999 - General Fund various accounts	1,347.50
1/31/2023	Wright Water Engineers, Inc.	65818	117440 - Management/administration	17,619.85
1/31/2023	Wright Water Engineers, Inc.	65817	407736 - Special Studies/Projects: BMP Effectiveness	559.50
12/30/2022	*Xcel Energy	814960748	117701 - Utilities - Reservoir Destratification	-

Total Claims \$ 272,130.11

General Fund	\$	98,102.53
Pollution Abatement Fund		173,468.08
Enterprise Fund		559.50
Total Claims by Funding Source	\$	<u><u>272,130.11</u></u>

* by vendor

** Xcel Energy account was paid double in October. There was a credit memo for \$5,783.18 from which \$543.26 was applied to above invoice

AS NEEDED

CONSULTING SERVICES AGREEMENT

THIS AS NEEDED CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2023, to be effective as of February 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”), whose address is Post Office Box 3166, Centennial, Colorado 80161, and **ERO RESOURCES CORPORATION**, a Colorado corporation (“Consultant”), whose address is 1842 North Clarkson Street, Denver, Colorado 80218, telephone number (303) 830-1188. Consultant and Authority may hereinafter singularly be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority was established for the purpose of preserving, protecting, and enhancing the water quality in the Cherry Creek Reservoir (“Reservoir”) and the Cherry Creek Watershed (“Watershed”); and

WHEREAS, Consultant has staff that is knowledgeable and possesses the expertise and analytical skills with respect to certain environmental, ecological, and permitting issues that the Authority may need to address from time to time; and

WHEREAS, for those reasons, the Authority desires to confer with Consultant on an as needed basis as determined by the Authority acting by and through its Executive Committee and/or Technical Manager; and

WHEREAS, Consultant is willing to consult with Authority on an as needed basis, upon the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration as set forth herein, Authority and Consultant agree as follows:

1. **Scope of Services.** Without having a specific, or predetermined scope of work, Consultant agrees to make available Consultant’s staff and resources and to consult with Authority on any matter within Consultant’s area of expertise, when requested to do so as set forth in a written Work Order to be issued by the Authority; provided Consultant and Authority agree in advance on a mutually acceptable schedule for Consultant’s performance of the requested services (“Services”), if such a schedule is necessary as determined by either Party. A Work Order when signed and issued by the Authority in substantially the form attached hereto as **Exhibit A**, shall be deemed accepted by Consultant and incorporated into this Agreement if signed by Consultant. Consultant shall provide Services in accordance with the terms and subject to the conditions set forth in the Work Order and this Agreement: i) using personnel possessing the required skill, experience, and

qualifications for the Services; ii) in a timely, workmanlike and professional manner; iii) in accordance with the standards of care prevailing in Consultant's field; and iv) to the reasonable satisfaction of Authority.

2. **Authorization to Provide Services.** Upon the issuance of a Work Order to Consultant, Consultant shall be authorized to perform the Services as set forth in the Work Order, or pursuant to a verbal request; provided, however, any verbal request to perform Services having an estimated cost to the Authority of more than \$1,000 will be confirmed in writing by a written Work Order to be signed by both Parties.

3. **Compensation.** For the Services performed for Authority during the Term of this Agreement, which shall expire on December 31, 2023, Consultant shall be compensated at Consultant's hourly rates as identified in Consultant's 2023 hourly rate schedule, attached hereto as **Exhibit B**, or on a per task basis, if agreed to in writing. Notwithstanding any other provision contained in this Agreement to the contrary, total compensation for Services provided by Consultant to Authority during calendar year 2023 shall not exceed \$6,500 without the prior express written consent of a representative of the Authority's Executive Committee and/or Technical Manager.

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

5. **Compliance with Laws.** In performing the Services, Consultant shall comply with all applicable laws, rules and regulations, applicable to the Services, including, but not limited to, all federal, state and local laws.

6. **Insurance.** Consultant shall not commence work on any Services for Authority until the following minimum insurance coverages have been obtained:

a) **Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance to cover liability under the laws of the State of Colorado in connection with the Services performed pursuant to this Agreement.

b) **Commercial General Liability Insurance.** Consultant shall carry commercial general liability insurance, which shall include blanket contractual liability coverage. Such insurance shall be in amounts specified in the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as the same may be amended from time-to-time, and which limits currently are \$424,000 per person and \$1,195,000 per occurrence for bodily injury and property damage.

c) **Automobile Liability Insurance.** Consultant shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance of the Services. Such insurance shall be in an amount specified in the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as the same may be

amended from time-to-time, and which limits currently are \$424,000 per person and \$1,195,000 per occurrence for bodily injury and property damage.

d) Professional Liability Insurance. Consultant, and any subconsultant, if any, shall carry professional liability insurance in the minimum amount of \$1,000,000 per claim and having an aggregate limit of \$1,000,000, unless an alternate amount is agreed upon, in writing, by the Authority.

The required commercial general liability and automobile policies shall: (i) name the Authority as an additional insured for coverage only, with no premium payment obligation; (ii) provide that the coverage for the Authority shall not be impaired by the Consultant's failure to comply with any of the terms or conditions of the policy. Consultant shall provide certificates of insurance demonstrating the required coverages have been obtained prior to performing any Services for the Authority under this Agreement.

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

8. Liability. Consultant agrees to provide a defense, pay any damages and costs for any liability or claim of whatsoever kind or nature arising in any way out of this Agreement, to the extent caused by any negligent or wrongful act or omission of Consultant, subconsultants, or Consultant's or subconsultants officers, agents or employees. This paragraph shall survive termination of this Agreement.

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

10. 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.

11. Records and Audits. Consultant shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all work, purchases, Services and billings under this Agreement. Consultant shall make available for audit and reproduction by Authority all records, in whatever form, related to the Services. Consultant shall provide such availability during the Term of this Agreement and for two (2) years after final payment.

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

13. **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. This Agreement must have the signature of an authorized representative of Consultant on both original copies.

AUTHORITY:

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

By: _____
Josh Rivero, Chair

Date: _____

Attest:

John McCarty, Secretary

Approved as to Form:

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

CONSULTANT:

ERO RESOURCES CORPORATION, a Colorado corporation

By: _____

Name/Title: _____

Date: _____

EXHIBIT A

<p>ORDERED BY:</p> <p>CHERRY CREEK BASIN WATER QUALITY AUTHORITY (“AUTHORITY”)</p> <p>Bill Ruzzo, Representative of Executive Committee Email: bill.ruzzo@comcast.net Voice: 303-589-5358</p> <p>Jane Clary, Technical Manager Email: clary@wrightwater.com Voice: (303) 480-1700</p>		<p align="center">WORK ORDER</p> <p>Work Order No.: _____</p> <p>Date Issued: _____, 2023</p>
<p>CONSULTANT</p>		<p>Notes:</p>
<p>ERO RESOURCES CORPORATION (“CONSULTANT”)</p> <p>Email: _____ Voice: _____</p>		

This Work Order authorizes Consultant to supply materials, labor, and services (“Services”) to the Authority as hereinafter described or as set forth as an Exhibit to this Work Order, pursuant to that certain As Needed Consulting Services Agreement previously entered into between the Parties (“Agreement”). Consultant agrees to perform the Services in accordance with this Work Order and the Agreement.

Item	Description	Unit Cost	Amount	Quantity

Authorized Signatures:

CHERRY CREEK BASIN WATER QUALITY AUTHORITY

By: _____
 Bill Ruzzo, Executive Committee Member

ERO RESOURCES CORPORATION

By: _____
 Name: _____
 Title: _____

EXHIBIT B

2023 Schedule of Fees



Position	Hourly Rate
Senior Principal	\$220.00
Project Principal	\$197.00
Senior Project Manager	\$197.00
Senior Project Biologist	\$185.00
Biologist I	\$156.00
Biologist II	\$128.00
Staff Biologist	\$109.00
Biological Technician	\$85.00
Natural Resource Technician	\$65.00
Senior Environmental Planner	\$185.00
Project Environmental Planner	\$162.00
Staff Environmental Planner I	\$144.00
Staff Environmental Planner II	\$108.00
Senior Geoscientist	\$185.00
Geoscientist I	\$156.00
Geoscientist II	\$130.00
Staff Geoscientist	\$110.00
Geoscience Technician	\$80.00
GIS/Graphics Specialist	\$125.00
GIS Technician	\$78.00
Senior Paleontologist	\$139.00
Staff Paleontologist	\$109.00
Cultural Resource Principal Investigator	\$182.00
Senior Cultural Resource Specialist	\$135.00
Project Cultural Resource Specialist	\$114.00
Staff Cultural Resource Specialist I	\$96.00
Staff Cultural Resource Specialist II	\$80.00
Staff Cultural Resource Specialist III	\$72.00
Cultural Resource Technician	\$65.00
Architectural Historian I	\$126.00
Architectural Historian II	\$109.00
Architectural Historian III	\$91.00
Word Processing/Editor	\$99.00
Administrative Staff	\$84.00
Clerical Staff	\$71.00

* Expert Testimony will be billed at 1.5 times standard billing rate/hour

Additional Expenses

Vehicle mileage: IRS rates

Off-Road Charge: \$30/day

Field Equipment: \$10/day

Black and white copies:
8.5" x 11" at \$0.15 each

Color copies:
8.5" x 11" at \$0.30 each
Large-format plots: \$2 square foot

GPS Rental: \$125/day

Cultural Resource Data Collector:
\$50/day

Other direct expenses: Cost + 8%

Subcontractors: Cost + 8%

November 9, 2022

To the Board of Directors and Management
Cherry Creek Basin Water Quality Authority
Arapahoe and Douglas Counties, Colorado

We are pleased to propose audit services and confirm our understanding of the services we are to provide Cherry Creek Basin Water Quality Authority (the Authority) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, and the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with generally accepted auditing standards (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The Statements of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund and Pollution Abatement Fund, will be subjected to the auditing procedures applied in our audit of the financial statements.

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information, as applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenue, Expenditures, and Changes in Funds Available – Budget and Actual (Budgetary Basis) – Water Activity Fund
- 2) Reconciliation of Budgetary Basis (Actual) to Statement of Revenues, Expenses, and Changes in Net Position – Water Activity Fund
- 3) Schedule of Assessed Valuation, Mill Levy, and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether the Authority's financial statements are fairly presented, in all material respects in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Fiscal Focus Partners, LLC

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the Authority and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of the financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees or consultants will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fiscal Focus Partners, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an applicable regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fiscal Focus Partners, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to an applicable regulator or its designee. The applicable regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports no later than July 31, 2023, or September 30, 2023 if the Authority is eligible for, and management requests, an

extension of time from state auditor. If the originally scheduled audit commencement date is not met due to delays in availability of required information and rescheduling is necessary, we will advise you of any change in anticipated report issuance dates. Eric Barnes will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The designated partner may change depending on scheduling and work demands. You will be advised of any change in the designated partner. Our audit engagement commences when all information necessary to conduct the audit is available and provided to us, and ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement agreement may be cancelled by you or by us upon written notice provided at least 45 days prior to engagement commencement.

Our fee for these services will be \$8,000 plus out-of-pocket costs (such as postage, mileage, etc.). Our invoice for these fees will be rendered upon completion of fieldwork and in-house review and is payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may 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 upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, contractors, and professionals, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be address to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Cherry Creek Basin Water Quality Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Fiscal Focus Partners, LLC

Fiscal Focus Partners, LLC

RESPONSE:

This letter correctly sets forth the understanding of Cherry Creek Basin Water Quality Authority.

Authorized signature: _____ Title: _____

Date: _____



AGENCY SERVICE FEE AGREEMENT

District Name: [Cherry Creek Basin Water Quality Authority](#)

TCW Risk Management ("the Agency") agrees to act as Insurance Agent, representing its multiple resources, for the above-named District. The agent's services for property and liability shall include the following:

1. Review the District's coverage needs, budgets and future plans with the District's Project Manager and, if requested, the District's Board or the Board's designated representative.
2. Review property coverage including physical inspection of the District's property locations (if requested), if the District has real and/or personal property it wishes to insure.
3. Prepare and submit applications to the Colorado Special Districts Property and Liability Pool and at the request of District other standard carriers.
4. Present all quotations on a "net of commission" basis (no commissions in the price) if total annual premiums are less than \$6,000. If over \$6,000, quotes will include commission and no fee will be charged.
5. Prepare separate billings – one for quoted net premiums and one for the services of the Agency.
6. Provide claim services including but not limited to: taking initial calls or reports of claims from Districts Representative or claimants; reporting claims to the districts insurance company; providing insurance related counsel and advice during the claim process to the District and its Representatives; fielding calls from claimants; directing insurance company adjustors to District Representatives.
7. Provide ancillary services on an as-needed basis, including, but not limited to contract language review for insurance purposes (only) or aid in negotiating required insurance terms with entities either requiring insurance of the District or required to have insurance by the District.



FEES

If the total annual premiums of the below policies purchased by the district through the Agency are less than \$6,000, then the Agency shall charge the following fees in lieu of commissions:

\$495.00 annual fee: Liability, Public Officials Liability, Automobile Liability.

\$280.00 annual fee: Additional if property coverage is required.

*** Fees are invoiced annually and subject to normal increases.**

Illegal Aliens Provision. The Agency certifies that the Agency shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement. The Agency represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Agency shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Agency obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Agency shall: (i) notify the subcontractor and the District within three days that the Agency has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Agency shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Agency fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach and the Agency shall be liable for actual and consequential damages to the District. If the Agency participates in the Department Program, the Agency shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

Please acknowledge your agreement with the terms herein by signing below. The obligation for payment of the above fees shall be the responsibility of the District signing below.

Signature

Name of Person Signing – Printed or Typed

Cherry Creek Basin Water Quality Authority

Name of Organization represented by above signor – Printed or Typed

Date



ACTION ITEM MEMORANDUM

To: CCBWQA Technical Advisory Committee (TAC)
From: Richard Borchardt, Pollution Abatement Project Manager
Date: February 16, 2023
Subject: Project Summaries for East Boat Ramp Shoreline Stabilization Phase 2, Cherry Creek Stream Reclamation at 12-mile Park Phase 3, and McMurdo Gulch 2022 Stream Reclamation

Request: The Board accepts the project summaries for the East Boat Ramp Shoreline Stabilization Phase 2, Cherry Creek Stream Reclamation at 12-mile Park Phase 3, and McMurdo Gulch 2022 Stream Reclamation projects.

Project/Issue: CCBWQA completed the East Boat Ramp Shoreline Stabilization Phase 2, Cherry Creek Stream Reclamation at 12-mile Park Phase 3, and McMurdo Gulch 2022 Stream Reclamation projects in 2022. The attached project summaries describe the background, purpose, existing conditions, design approach, construction, funding, and water quality benefits of each project. Once CCBWQA's TAC and Board accept the project summaries, they will be included in CCBWQA's 2022 Annual Report.

TAC Review: TAC reviewed and accepted the Project Summaries for East Boat Ramp Shoreline Stabilization Phase 2, Cherry Creek Stream Reclamation at 12-mile Park Phase 3, and McMurdo Gulch 2022 Stream Reclamation.

Budget: N/A

Motion: I move to accept the project summaries for the East Boat Ramp Shoreline Stabilization Phase 2, Cherry Creek Stream Reclamation at 12-mile Park Phase 3, and McMurdo Gulch 2022 Stream Reclamation projects.

DATE: February 8, 2023

TO: Jane Clary, Wright Water Engineers, CCBWQA Technical Manager

CC: Jon Erickson, CCBWQA Technical Advisory Committee Chairman

FROM: Richard Borchardt, PE & CFM

SUBJECT: East Boat Ramp Shoreline Stabilization Phase 2 - Project Summary

Background and Purpose:

The 2018 Annual Inspection of Pollution Reduction Facilities (PRFs) noted, “...that an area of shoreline adjacent to the boat ramp and previous shoreline is unraveling and threatening adjacent infrastructure and trees.”¹ The East Boat Ramp Phase 2 Shoreline Stabilization Project (EBR P2 Project) is located on the east side of the reservoir (see **Figure 1**). In the Shoreline PRF Design Approach at Cherry Creek Reservoir² Ruzzo states, “Erosion is primarily the result of wave and ice forces acting on the shoreline soils, but also from pedestrian and domestic animal uses that destroy vegetation exposing bare soils that are more readily eroded” and “Shoreline stabilization projects qualify as a PRF because they minimize the quantity of soil, with attached phosphorus and other pollutants, eroded along the edge of the reservoir that become deposited directly into the lake.” The purpose of the EBR P2 Project is to stabilize the shoreline and reduce the soil, phosphorus, and other pollutants entering the reservoir.



Figure 1

¹ 2018 Annual Inspection of PRF’s at Cherry Creek State Park; JRS Engineering Consultant, LLC; July 18, 2018

² Shoreline PRF Design Approach at Cherry Creek Reservoir Memorandum; William P. Ruzzo, PE, LLC; November 11, 2013

Existing Conditions:

The shoreline was eroded for 105 Linear Feet; **Photos 1-2** from the 2018 Annual Inspection of PRFs³ show the existing conditions.



Photo 1



Photo 2

³ 2018 Annual Inspection of PRF's at Cherry Creek State Park; JRS Engineering Consultant, LLC; July 18, 2018

East Boat Ramp Phase 2 Shoreline Stabilization Project Summary

February 8, 2023

Page | 3 of 4

R2R Engineers Memorandum

Design Approach:

The EBR P2 Project used riprap supplemented with willow stakes and void filled riprap overlain with topsoil, grass seed, straw mulch, and coir mat to stabilize the shoreline.

Construction:

The EBR P2 Project was constructed from August to November 2022 by 53 Corporation, LLC. **Photos 3-4** show the project under construction. **Photo 5** shows the constructed improvements; native grasses are anticipated to grow, filling in the brown coir mat (top of photo), and willows are anticipated to grow, filling in the grey riprap (bottom of photo).



Photo 3



Photo 4

East Boat Ramp Phase 2 Shoreline Stabilization Project Summary

February 8, 2023

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R2R Engineers Memorandum



Funding:

CCBWQA funded the EBR P2 Project at a total cost of \$91,000.

Water Quality Benefits:

The EBR P2 Project includes shoreline stabilization that provides water quality benefits for Cherry Creek Reservoir. Shoreline stabilization reduces erosion and immobilizes nutrients (including phosphorus and nitrogen) in the soils, reducing the nutrient concentrations in the water. The EBR P2 Project immobilizes an estimated 12 pounds of phosphorus per year.⁴

Summary:

Water Quality Benefit of reduction of \approx 12 pounds of phosphorus per year

Total Project Cost = \$91,000

Authority's Share = \$91,000

Engineer: R2R Engineers

Contractor: 53 Corporation

Additional information for the EBR P2 Project can be found at the project sponsor websites below.

CCBWQA website link: <https://www.cherrycreekbasin.org/library/>

⁴ CCBWQA 2022 Capital Improvement Program Supporting Data, Board Adopted Version November 18, 2021.

DATE: February 8, 2023

TO: Jane Clary, Wright Water Engineers, CCBWQA Technical Manager

CC: Jon Erickson, CCBWQA Technical Advisory Committee Chairman

FROM: Richard Borchardt, PE & CFM

SUBJECT: Cherry Creek Stream Reclamation at 12-mile Park Phase 3 - Project Summary

Background and Purpose:

In June 2012, the Cherry Creek Basin Water Quality Authority (CCBWQA) completed the first phase of the Cherry Creek Stream Reclamation at 12-mile Park (Phase 1).¹ In June 2014, CCBWQA completed the second phase of the Cherry Creek Stream Reclamation at 12-mile Park (Phase 2).² In 2015, sediment began to deposit within the Phase 1 reach. In 2017, a breach occurred downstream of Phase 1. In November 2018, CCBWQA hired CH2M Hill Engineers, a subsidiary of Jacobs Engineering Group (Jacobs/ch2m), to provide alternative analysis and ultimately design of the third phase of Cherry Creek Stream Reclamation at 12-mile Park (Phase 3). **Figure 1** shows the location of Phases 1 to 3.

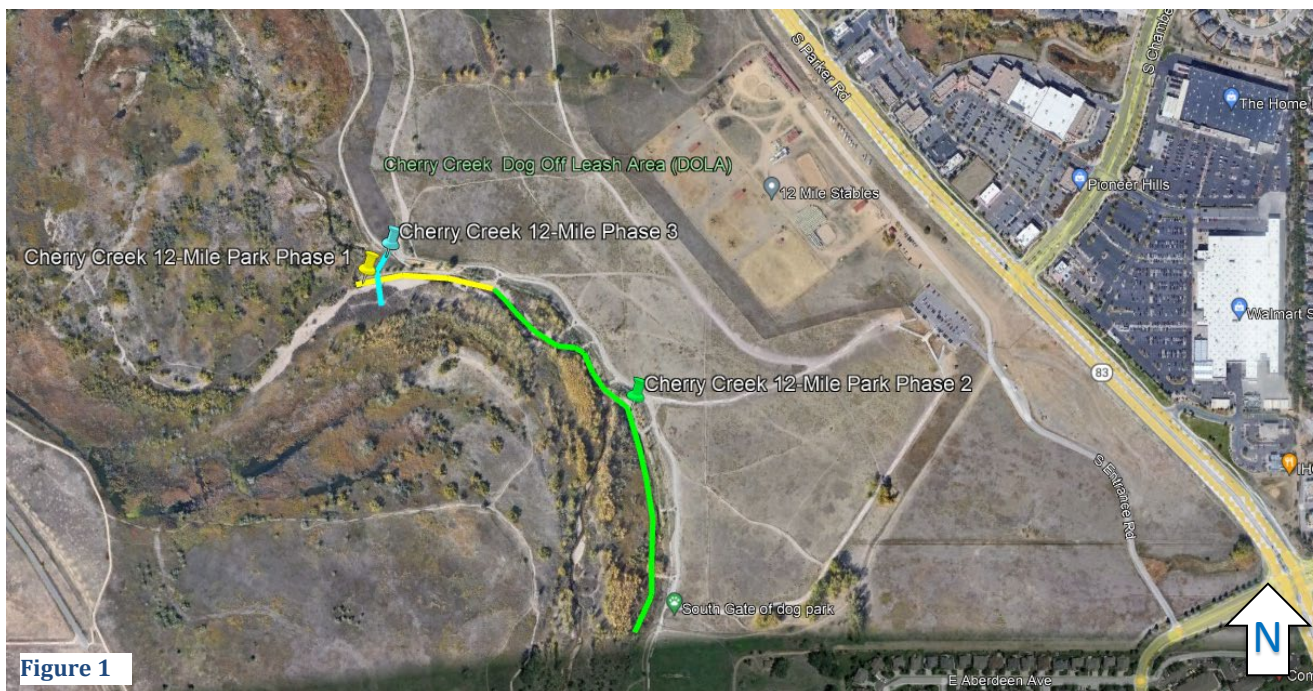


Figure 1

¹ Cherry Creek Stream Reclamation @ 12-Mile Park Phase I – Project Summary; William P. Ruzzo, PE, LLC; January 28, 2013

² Cherry Creek Stream Reclamation @ 12-Mile Park Phase II – Project Summary; JRS Engineering Consultant, LLC; October 21, 2014

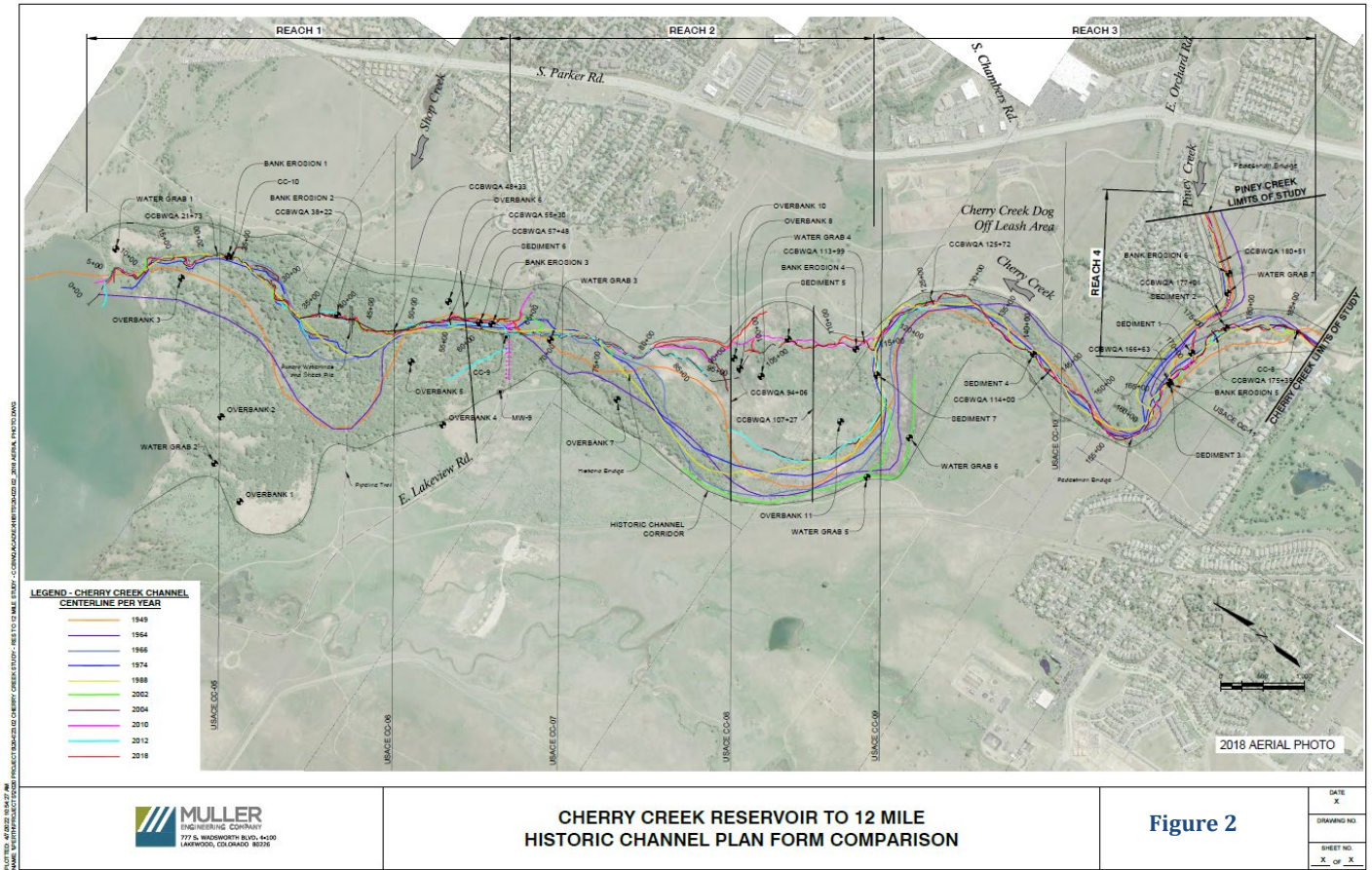
Cherry Creek at 12-mile Park Phase 3 Stream Reclamation Project Summary

February 8, 2023

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R2R Engineers Memorandum

The urbanization in the watershed upstream of the Cherry Creek State Park (CCSP) results in increased rate, frequency, and magnitude of storm flows in Cherry Creek which in turn contribute to the complex and dynamic nature of Cherry Creek in CCSP. In June 2020, CCBWQA hired Muller Engineering Company (MEC) to take a broader look at Cherry and Piney Creeks within Cherry Creek State Park. MEC included in their Report³ the historic channel plan **Figure 2** which highlights the existing condition and nature of Cherry Creek within CCSP.



The primary purpose of Phase 3 was to protect the infrastructure installed upstream in Phases 1 and 2. Phase 3 includes a grade control structure which serves to help protect the upstream infrastructure of Phases 1 and 2 with the associated water quality benefit and about 30 feet of bank protection which provides an additional water quality benefit.

³ Cherry Creek Stream and Water Quality Assessment Reservoir to State Park Boundary; Muller Engineering; November 2022

Existing Conditions:

Cherry Creek in the breach area previously flowed towards top right of **Photo 1**, compared with the current flow path which is towards the bottom right in **Photo 1**. There is approximately a 2-foot head cut at the existing boulder edging (see middle of **Photo 1**) which has been displaced, and the riprap installed below the boulder edging has moved downstream (see right side of **Photo 1**). Upstream of the breach area, near the concrete access trail, the water surface is at the bottom of the boulders (**Photo 2**); if the head cut continues to move upstream, this will likely undercut additional boulder edging thereby threatening additional infrastructure.



Photo 1, 6/1/22



Photo 2, 7/16/21

Cherry Creek at 12-mile Park Phase 3 Stream Reclamation Project Summary

February 8, 2023

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R2R Engineers Memorandum

Although wetland and riparian vegetation exist, it is stressed due to the lowering of the groundwater table, corresponding to the lower stream level. Trees and willows in the project area were not budding out (**Photo 3**) when other trees and willows just upstream were budding out (**Photo 4**).



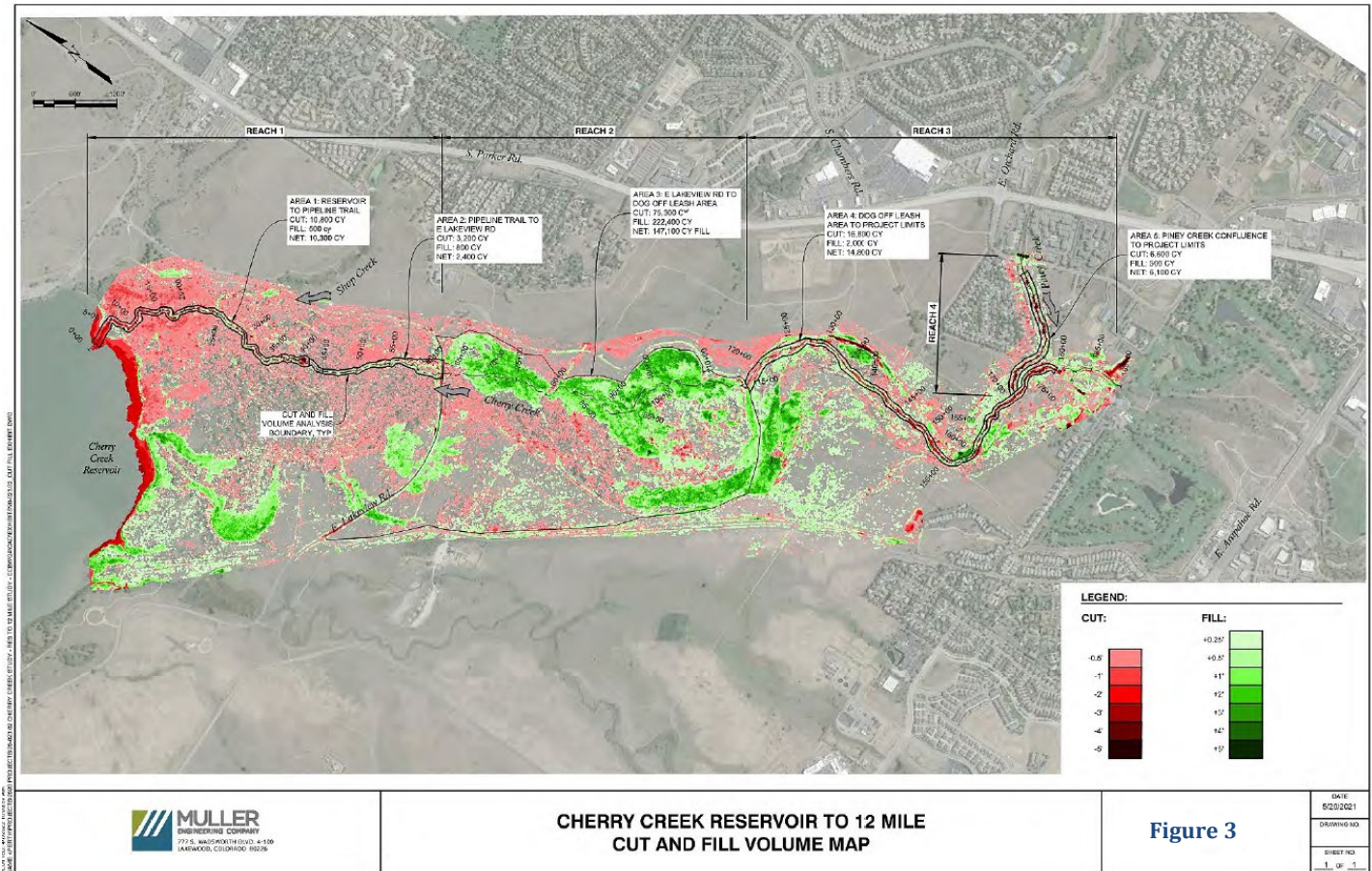
Photo 3, 5/4/22



Photo 4, 5/4/22

Design Approach:

Due to the complex and dynamic nature of Cherry Creek in CCSP, CCBWQA set up a design review committee⁴ to navigate the opportunities and constraints of Phase 3. In MEC’s report, it was noted that there is a valley floor alluvial fan downstream of the breach area that serves as a natural depositional area (**Figure 3**). This depositional area allows sediment and other nutrients to settle out; thus, improving the water quality in Cherry Creek.



Jacobs/ch2m and MEC coordinated with the final location of the control structure which was placed at the upstream apex of the valley floor alluvial fan to allow for the stream to take its natural courses over time and allow for the continued natural and beneficial uses of the valley floor alluvial fan and wetlands. The project includes a sheet-pile grade control structure with riprap to reduce bed erosion and help protect the infrastructure installed upstream in Phases 1 and 2 and about 30 feet of bank protection which provides an additional water quality benefit. The design review committee evaluated many options, worked through several difficult constraints, and brought together the recommendations of two different consulting teams determining that Phase 3 should protect the upstream infrastructure, maintain the current flow path of the

⁴ The design review committee consisted of David Van Dellen, Jacob James, Casey Davenport, Bahman Hatami/Jon Erickson, and Richard Borchardt.

breach, and provide enough flexibility to allow for future movement of the stream downstream of the control structure.

Construction:

Construction of Phase 3 occurred from May to June 2022 and was performed by 53 Corporation. Phase 3 constructed stream stabilization measures that include about 30 feet of bank protection (**Photo 5**) and a sheet-pile grade control structure with riprap (**Photo 6**).

Funding:

CCBWQA funded the Phase 3 project at a total cost of \$443,000.

Water Quality Benefits:

Phase 3 stream stabilization helps to maintain the existing water quality benefit of Phases 1 and 2, and it provides an additional water quality benefit from the bank protection. Phase 3 reduces erosion and immobilizes nutrients (including phosphorus and nitrogen) in the soils, reducing nutrient loading to Cherry Creek and Cherry Creek Reservoir.⁵ Phase 3 immobilizes an estimated 1 pound of phosphorus per year.⁶



⁵ CCBWQA Stream Reclamation, Water Quality Benefit Evaluation – Interim Status Report; CCBWQA Technical Advisory Committee; June 16, 2011.

⁶ CCBWQA 2022 Capital Improvement Program Supporting Data, Board Adopted Version November 18, 2021.

Cherry Creek at 12-mile Park Phase 3 Stream Reclamation Project Summary

February 8, 2023

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R2R Engineers Memorandum

Summary:

Helps to Maintain Water Quality Benefit of Phases 1 and 2 \approx 52 pounds of phosphorus per year⁷

New Water Quality Benefit of reduction of \approx 1 pounds of phosphorus per year

Total Project Cost = \$443,000

Authority's Share = \$443,000

Engineer: Jacobs/ch2m

Contractor: 53 Corporation

Additional information for the third phase of Cherry Creek Stream Reclamation at 12-mile Park (Phase 3) can be found at the project sponsors websites below.

CCBWQA website link: <https://www.cherrycreekbasin.org/library/>

⁷ Table 1 of CCBWQA 2022 Capital Improvement Program Supporting Data, Board Adopted Version November 18, 2021 shows a water quality benefit of 9 pounds for Cherry Creek 12-mile Park Phase I and 43 pounds for Cherry Creek 12-mile Park Phase II of phosphorus immobilized annually.

DATE: February 8, 2023

TO: Jane Clary, Wright Water Engineers, CCBWQA Technical Manager

CC: Jon Erickson, CCBWQA Technical Advisory Committee Chairman

FROM: Richard Borchardt, PE & CFM

SUBJECT: McMurdo Gulch – 2022 Stream Reclamation Project Summary

Background and Purpose:

McMurdo Gulch is a western tributary to Cherry Creek that is 6.7 miles long and has a watershed area of 6.5 square miles. The McMurdo Gulch 2022 Stream Reclamation Project (2022 Project) continues the partnership between the Town of Castle Rock (Castle Rock) and Cherry Creek Basin Water Quality Authority (CCBWQA) on McMurdo Gulch, which began with 2011 Project¹ and the 2020 Project.² **Figure 1** shows the location of the 2022 Project (see white sites) and the 2020 Project (see cyan sites).

An Adaptive Management Approach (AMA) is used on McMurdo Gulch: as development occurs, stream changes and degradation are monitored, and the stream is reclaimed as needed. Castle Rock monitors and assesses McMurdo Gulch to determine the scope and schedule of stream reclamation needed to

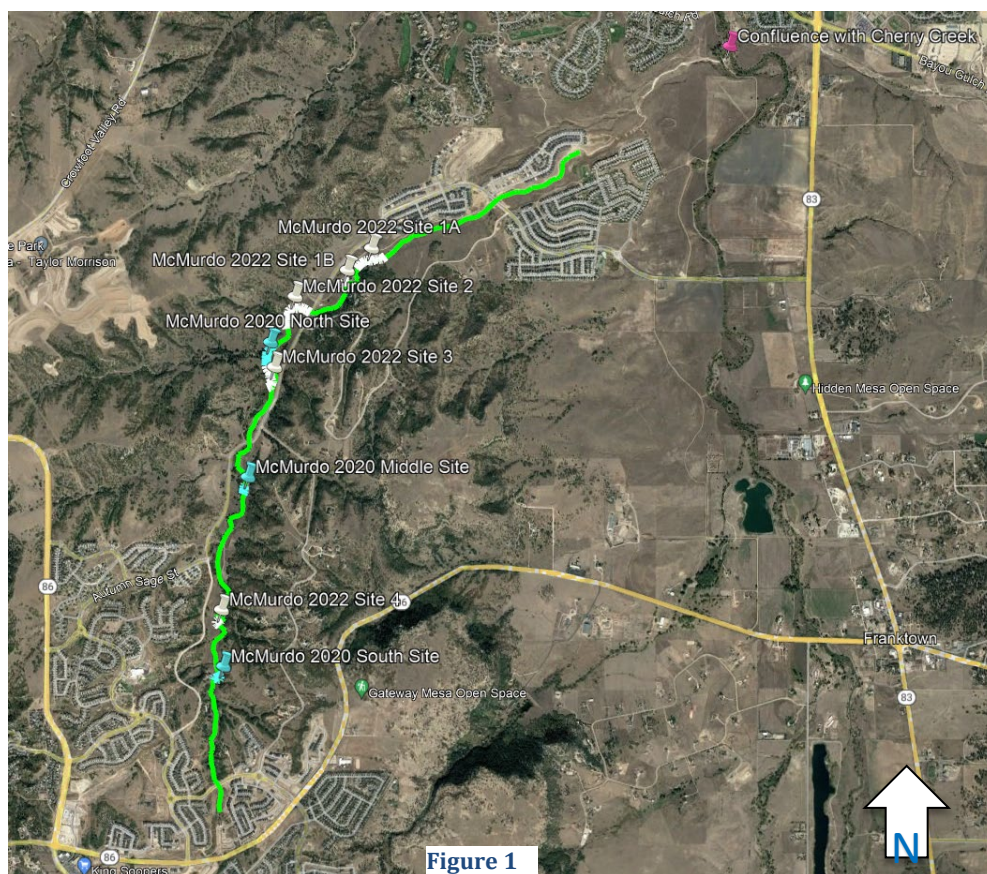


Figure 1

¹ McMurdo Gulch Stream Reclamation – Project Summary; William P. Ruzzo, PE, LLC; November 16, 2011.

² McMurdo Gulch - 2020 Stream Reclamation Project Summary; R2R Engineers; February 2, 2022.



Photo 1, Site 2



Photo 2, Site 3



Photo 3, Site 4

improve the stability, natural and beneficial functions, and improve water quality of the stream. In November 2016, Muller Engineering Company (MEC) prepared the 2016 McMurdo Gulch Reach Assessment (MGRA).³ MEC started their monitoring and assessment at the upstream end of McMurdo Gulch and continued downstream approximately 4.9 miles (see green line in **Figure 1**).

Existing Conditions:

From the 2016 MGRA, “The average gradient through the studied reach varies between 1.3% and 2.0%. Evidence of erosion was observed in many locations along the length of the channel. Head cuts, incision, and areas of instability were recorded. In addition, the level of instability and potential for future adverse impacts from the upstream watershed were noted and included in the assessment. Channel reaches in good condition were also noted so that they can be used as reference reaches for restoring stability to degraded reaches.” The MGRA informed the first 3 priorities. The 2020 Project was the first priority and the 2022 Project is the second priority in the MGRA and includes 5 reaches labeled starting at the north end with 1A, 1B, 2, 3, and ending with 4 at the south end. **Photos 1-3** show the existing conditions of the 2022 sites.

Design Approach:

McMurdo Gulch is changing with the development of the watershed, as can be seen through the bed and bank erosion in **Photos 1-3**. These changes seem relatively mild; however, through the adaptive management approach provides the right project at the

³ 2016 McMurdo Gulch Reach Assessment; Muller Engineering Company; November 3, 2016.

right time. MEC designed the 2022 Project using a combination of grade control (boulder cascade and riffle drop structures), bank protection (void filled riprap and vegetation), and grading to create overbanks and reduce erosion potential. The 2022 Project includes stream reclamation of approximately 3,700 Linear Feet of McMurdo Gulch.

Construction:

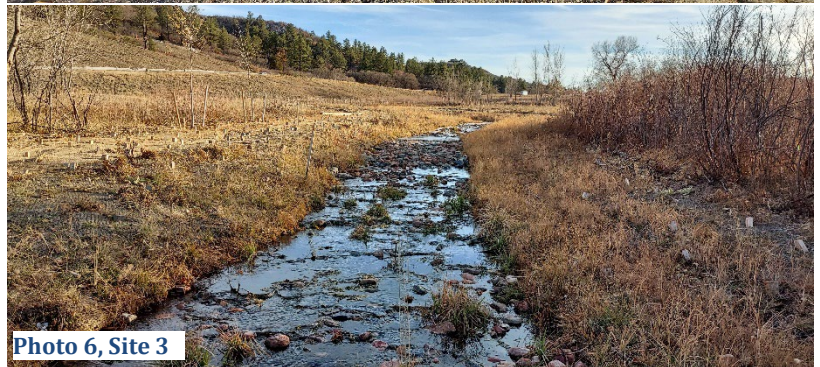
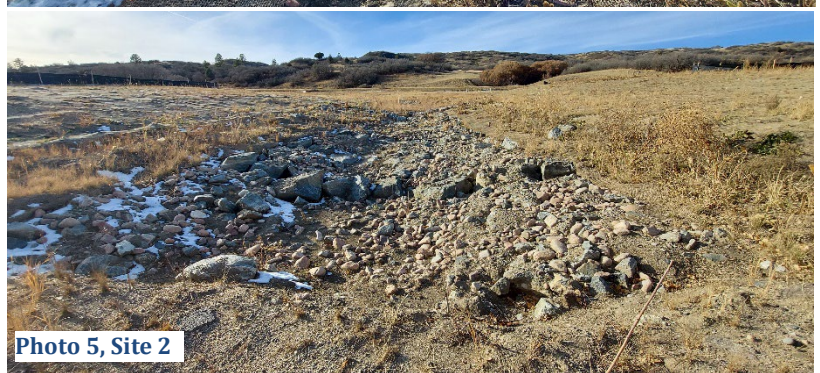
The 2022 Project was constructed from February to November 2022 by Tezak Heavy Equipment. **Photos 4-6** show the constructed improvements for the 2022 Project sites.

Funding:

Castle Rock and CCBWQA are partners on the 2022 Project. The cost sharing is 75% Castle Rock and 25% CCBWQA. The project cost is \$1,926,000 with \$482,000 being CCBWQA’s share.

Water Quality Benefits:

The 2022 Project includes stream reclamation which provides water quality benefits for the stream and ultimately Cherry Creek Reservoir.⁴ Stream reclamation reduces erosion and immobilizes nutrients (including phosphorus and nitrogen) in the soils, reducing nutrient loading to McMurdo Gulch and Cherry Creek Reservoir. Ruzzo states, “Load and concentration reductions during base and storm flow conditions can occur by reducing flow velocities, providing greater areas for filtration and infiltration of stormwater and, to some extent, through increases in dissolved oxygen”.⁵ The 2022 Project immobilizes an estimated 63 pounds of phosphorus per year.⁶



⁴ CCBWQA Stream Reclamation, Water Quality Benefit Evaluation – Interim Status Report; CCBWQA Technical Advisory Committee; June 16, 2011.

⁵ McMurdo Gulch Stream Reclamation – Project Summary; William P. Ruzzo, PE, LLC; November 16, 2011

⁶ CCBWQA 2022 Capital Improvement Program Supporting Data, Board Adopted Version November 18, 2021.

McMurdo Gulch – 2020 Stream Reclamation

February 8, 2023

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R2R Engineers Memorandum

Summary:

Water Quality Benefit of reduction of ≈ 63 pounds of phosphorus per year

Total Project Cost = \$1,926,000

Authority's Share = \$482,000

Engineer: Muller Engineering Company

Contractor: Tezak Heavy Equipment

Additional information for the McMurdo Gulch – 2022 Stream Reclamation Project can be found at the project sponsor websites below.

Castle Rock website link: <https://crgov.com/1698/Stormwater>

CCBWQA website link: <https://www.cherrycreekbasin.org/library/>



ACTION ITEM MEMORANDUM

To: CCBWQA Board of Directors
From: Rick Goncalves, RDS & PRF Maintenance Manager
Date: February 16, 2023
Subject: 2022 Reservoir Destratification System (RDS): Operations & Maintenance Annual Report Follow-up

Request: Based on recommendations made in the 2023 RDS Operations and Maintenance Annual Report, the RDS Maintenance Manager requests approval of the following:

1. Have Ingersoll Rand (IR) clean the compressor coolers at a frequency of every 2 months during the operating season to minimize the chances of another high temperature shutdown like what happened from September 2-7, 2022. IR has indicated that this can be done for no increase in cost in their maintenance agreement.
2. Have the RDS manager evaluate options to improve compressor operation communications with IR to minimize the length of any future shutdowns, to be included in the IR PackageCare plan for no increase in cost.

TAC Review: TAC reviewed and accepted the recommendations at its February 2, 2023 meeting.

Budget: There would be no increase in the budget.

Supporting

Reports: [Cherry Creek Reservoir Destratification System Operation and Maintenance Annual Report 2022 \(R2R Engineers 2023\)](#)

Suggested

Motions: **Motion to approve the request to increase compressor cooler cleaning to every two months for no additional cost.**

Motion to approve the request to evaluate options to improve compressor operation communications with Ingersoll Rand for no additional cost.

Next Steps: Implement the Board's directive.

CHERRY CREEK BASIN WATER QUALITY AUTHORITY
2023 Capital Project Status Report
February 8, 2023

RESERVOIR PROJECTS

1. 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. CCBWQA provided comments on 30% review on 1/17/23; a value engineering effort is recommended as the project costs exceed the budget.

STREAM RECLAMATION PROJECTS

1. 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.
2. 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).

3. 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). Muller has received comments on CLOMR and is preparing responses; 90% Submittal is scheduled for early February (1/27/23).
4. McMurdo Gulch Priority 3 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 phase. Muller Engineering is the design consultant.
 - b. Status: Board authorized IGA for Priority 3 at their May 19,2022 meeting. Muller submitted their 30% deliverable on 10/31/22, review comments were returned on 11/8/22. Easements needed for projects have been identified (1/23/22). *The 60% Submittal was received on 1/30/23 and comments have been provided on 2/7/23. Muller is working on updating their construction cost estimate (2/8/23).*
5. 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.
6. 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). Groundwater scope of work has been reviewed and approved by project sponsors (1/13/23).

7. 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. CDOT permit was issued, and pre-construction meeting was held on 1/10/23; construction start is scheduled for 1/30/23 pending execution of easement documents from Surrey Ridge which has agreed to terms and easement language. Notice to Proceed on construction is pending execution of easement documents (1/27/23). *Easements have been signed by property owners and Notice to Proceed has been issued to Naranjo Civil Constructors (2/8/23).*

8. 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. Dove Creek IGA for construction of Phase 1 is scheduled for TAC and Board in January 2023, construction is expected to start shortly afterwards (12/30/22). Construction is scheduled to start mid-February; construction agreement and engineering construction services amendment are currently being reviewed (1/27/23). *Construction and engineering construction services have been finalized and a preconstruction meeting was held on 2/2/23.*

9. 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.

10. 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).

CHERRY CREEK BASIN WATER QUALITY AUTHORITY
2023 RDS and In-Park PRF Operations and Maintenance Report
for
February 2023

Prepared by: Rick Goncalves

Date: 1/27/2023

Reservoir Destratification System (OM-7)

- Description:
 - Operations and Maintenance Activities of the Reservoir Destratification System (RDS).
- Status:
 - System currently in “Sleep Mode”.
 - Updates to O&M procedures in progress-needs Action Item Memorandum approval.
 - Waiting for April system checkout and commencement of fulltime operation on or about May 1.
 - A summary of water quality benefits of the RDS is in process.

PRF Weed Control (OM 14.1)

- Description:
 - Includes 2023 weed control from 2022 Annual Observation of Pollution Reduction Facilities (PRFs). For 2023, mechanical weed control is included on the recently completed projects of Cherry Creek 12-mile Phase 3 and East Boat Ramp Phase 2.
- Status:
 - No update.

PRF Reseeding at CCSP (OM 14.2)

- Description:
 - Includes 2023 routine restoration of PRF vegetation at Cherry Creek State Park (CCSP) from 2022 Annual Observation of Pollution Reduction Facilities (PRFs). For 2023, Cottonwood Creek at Peoria Pond reseeded includes the decompaction of topsoil, seeding, and mulching of the access road along the embankment.
- Status:
 - No update.

Shop Creek Maintenance (OM WHPP)

- Description:
 - Includes concrete repair and tree removal on drop structure 3 (of the 5 drop structures within CCSP numbered 1 through 5 from upstream to downstream) and control of vegetation growing on the faces of the drop structures
- Status:
 - No update.