

**FOREST VIEW ACRES WATER DISTRICT
REGULAR MEETING
AGENDA AND NOTICE**

<u>Board of Directors</u>	<u>Office:</u>	<u>Term Expiration</u>
Brad Hogan	President	May 2023
David Pheteplace	Treasurer	May 2025
Eckehart Zimmermann	Director	May 2023
Nancy Wilkins	Director	May 2025
Paul McKean	Director	May 2025
Vincent Guthrie	Director	May 2023
Matt Quinlan	Director	May 2023

DATE: May 24, 2023

TIME: 6:00 p.m.

PLACE: Monument Sanitation District
130 2nd Street, Monument, CO 80132

You can also attend the meeting via Zoom.

<https://us06web.zoom.us/j/81829085804?pwd=VHE3ZWFCUGphZk50eIFIRUowZmxldz09>

Meeting ID: 818 2908 5804

Passcode: 275940

1 (719) 359- 4580 or 1 (720) 707- 2699

I. ADMINISTRATIVE ITEMS:

A. Call to Order the Regular Meeting

B. Approval of Agenda

C. Review and Consider Approval of Draft Minutes from the Previous Meetings (enclosure)

D. Swearing in of 2 Board Members to 4 Year Terms (enclosure)

E. Consider Nomination and Appointment of Two New Board Members (enclosure)

F. Appoint New Officers of the Board

G. Consider Approval of RESPEC Master Services Agreement and Task Orders 1 and 2 (enclosure)

II. PUBLIC COMMENT: ON NON-AGENDA ITEMS

III. OPERATIONS REPORT & MAINTENANCE ITEMS:

A. Review Monthly Report prepared by ORC Water Professionals (enclosure)

- B. Consider Approval of Proposal to Replace 2" Line in Clovenhoof Area with a 6" Line

IV. CAPITAL/ENGINEERING ITEMS:

- A. Review Monthly Report prepared by RESPEC Engineering (enclosure)
- B. Review and Discuss Additional Payment Request from Forsgren Associates regarding the Interconnect Project (enclosure)
- C. Review and Discuss Forsgren Associates
- D. Review and Discuss Options to Improve the Inlet Pipe to the SWTP
- E. Review and Consider Approval of Easements from CORE Electric at Red Rock Ranch Dr. and Sunburst Dr. for the Interconnect Booster Station (enclosure)

V. FINANCIAL ITEMS:

- A. Treasurer's Report – Bank Balances/Transactions
 - 1. Review Monthly Cash Position, Unaudited Financial Statements (enclosure)
 - 2. Billing Register Report (enclosure)
 - 3. Tap Fee Report (enclosure)
- B. Review; Ratify and/or Approve Monthly Payment of Claims (enclosure)

VI. OTHER BUSINESS ITEMS / DIRECTOR'S ITEMS:

- A. Look Ahead Schedule (enclosure)

VII. LEGAL ITEMS:

- A. Easements on Kathi Van Der Gugten Property (enclosure)

ADJOURN INTO EXECUTIVE SESSION IF NECESSARY Pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions.

- A. RESPEC Master Services Agreement and Task Orders

VIII. ADJOURNMENT:

The next regular Board Meeting is scheduled for 6 p.m. Wednesday, June 28, 2023

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR
MEETING OF THE BOARD OF DIRECTORS OF
THE FOREST VIEW ACRES WATER DISTRICT
AND THE BOARD OF DIRECTORS OF THE
WATER ACTIVITY ENTERPRISE
HELD
April 26, 2023**

ATTENDANCE

In attendance were Directors:

Brad Hogan: President, Term Expiration: May 2023
Nancy Wilkins, Term Expiration: May 2025
David Pheteplice, Term Expiration: May 2025
Paul McKean, Term Expiration: May 2025
Eckehart Zimmerman, Term Expiration: May 2023
Vincent Guthrie, Term Expiration: May 2023
Matt Quinlan, Term Expiration: May 2023

Also, in attendance were:

Joel Meggers; Community Resource Services, LLC (“CRS”)
Gwen Dall; RESPEC Engineering
Peter Johnson; Vranesh and Raisch, LLP
Gabby Begeman; ORC Water Professionals
Chris Cummins; Monson, Cummins, Shohet & Farr LLC
Jason Alwine; Matrix Design Group, Inc.
Erin Ganaway; Challenger Homes
Elizabeth Lonnquist; Resident
Gregory Hoffman; Resident
PK Robinson; Resident

**ADMINISTRATIVE
ITEMS**

The meeting was called to order at 6:00 p.m.

Agenda – Mr. Meggers presented for the Board’s approval the proposed Agenda. Following discussion, upon motion duly made by Director Zimmermann, seconded by Director Quinlan and, upon vote, unanimously carried, the agenda as presented.

Minutes - The Board reviewed the Minutes of the March 22, 2023, Regular Board meeting. Motion duly made by Director Zimmermann, seconded by Director Wilkins and, upon vote, unanimously carried, the minutes were approved as presented.

Presentation by Representatives of the Red Rocks Ranch Development Project Regarding Potential Inclusion – Mr. Cummings reviewed and discussed a potential inclusion of the Red Rocks Ranch

RECORD OF PROCEEDINGS

Development project. He also discussed options of the water rights dedication requirements and process with the board. Mr. Alwine presented the conceptual plans.

Review and Discuss Term Limits and Board Appointments –

Mr. Johnson presented his research regarding term limits.

PUBLIC COMMENT

Mr. Hoffman and Mr. Robinson expressed their interest in being appointed to the Board. They both presented their qualifications and experience. After discussion, the Board informed them that they plan on making a decision on who to appoint at the next meeting and thanked them for coming.

Ms. Lonquist presented and summarized SB23-213.

OPERATIONS REPORT & MAINTENANCE ITEMS

ORC Water Professional's Monthly Operations Report – Ms. Begeman presented and reviewed her report with the Board.

Consider Approval of Proposal to Repair the Line Break at 18625 –

The Board reviewed and discussed obtaining proposals to repair and replace the lines in Clovenhoof Area. After discussion, it was suggested that the 2-inch line be replaced and upgraded with a 6-inch line. Director Phetplace moved to replace and upgrade the 2-inch line with a new 6-inch line, which was seconded by Director McKean and, upon vote, carried unanimously.

CAPITAL/ ENGINEERING ITEMS

Review and Discuss 18810/18820 Cloven Hoof and Lot 1 Regarding Taps and Water Service – The Board reviewed and discussed the current and future water service and taps for the properties.

RESPEC Engineering Monthly Report – Ms. Dall presented and reviewed her report with the Board.

Director Zimmerman recommended that the District provide online access to the District's maps for ORC. Director Guthrie moved to spend \$3,300 to provide online access to maps. The motion was seconded by Director Wilkins and, upon vote, carried unanimously to spend \$3,300 for online access to maps. In addition, a motion was made by Director Zimmerman to add the grid to the maps which was seconded by Director Wilkins and, upon vote, carried unanimously to add the grid to the maps.

FINANCIAL ITEMS

Treasurers Report / Bank Balances / Transactions – Director Phetplace presented the monthly cash position and unaudited financial statements that were provided in the board packet.

Billing Register Report (enclosure) – No action was required.

RECORD OF PROCEEDINGS

Tap Fee Report (enclosure) – No action was required.

Claims – The Board reviewed the claims totaling \$49,156.95 represented by check numbers 5378 - 5392, plus auto payments totaling \$8,159.64 for a grand total of \$57,316.59.

Following review, upon motion duly made by Director Zimmermann, seconded by Director Guthrie, upon vote, unanimously carried, the claims were approved, as presented.

OTHER BUSINESS
ITEMS /
DIRECTORS
ITEMS:

Look Ahead Schedule – Mr. Meggers reviewed and discussed the look ahead with the Board.

LEGAL ITEMS

ADJORN INTO EXECUTIVE SESSION IF NECESSARY Pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiation positions, strategy, or instruct negotiators; and pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions –

Upon motion duly made by Director Wilkins, seconded by Director Quinlan, upon vote, unanimously carried, the Board entered into Executive Session at 8:16 pm. Upon motion duly made by Director Wilkins, seconded by Director Quinlan, upon vote, unanimously carried, the Board exited their Executive Session and entered back into their regular session at 8:45 p.m.

Contract with Respec for Engineering Services – This item was discussed in Executive Session.

Easements on Kathi Van Der Gugten Property – Mr. Johnson presented a contract extension. Upon motion duly made by Director Quinlan, seconded by Director Wilkins, upon vote, unanimously carried, the contract extension was approved.

AJOURNMENT

There being no further business to come before the Board, upon motion duly made by Director Wilkins, seconded by Director McKean, upon vote, unanimously carried, the Board adjourned the meeting at 9 p.m.

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL APRIL 26, 2023, MINUTES OF THE FOREST VIEW ACRES WATER DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Brad Hogan

Eckehart Zimmermann

Nancy Wilkins

David Pheteplace

Paul McKean

Vincent Guthrie

Matt Quinlan

DISTRICT COURT, COUNTY OF EL PASO, COLORADO	
IN RE THE MATTER OF FOREST VIEW ACRES WATER DISTRICT	
Pete Johnson, Esq Vranesh & Raisch, LLP 5303 Spine Road #202 Boulder, Colorado 80301 Telephone: (303) 443-6151 Facsimile: (303) 443-9586 E-Mail: pcj@vrlaw.com Attorney Reg. No.: Registration# 41670	Case No.: 56CV35112 Div.: Ctrm.:
OATH OF OFFICE	

I, JOHN MATTHEW QUINLAN, 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 Forest View Acres Water District upon which I am about to enter to the best of my ability.

Signature

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me this ____ day of May 2023, by _____.

Sign: _____
Print:

****Persons authorized to administer oaths, i.e., County Clerk and Recorder, Clerk of the Court, Chairman of the Board of Directors, or any other person authorized to administer oaths. (Section 32-1-901, C.R.S. and Colorado Constitution Article 12, Section 9)**

IMPORTANT: The oath must be taken within 30 days AFTER THE ELECTION DATE or appointment to fill a vacancy.

DISTRICT COURT, COUNTY OF EL PASO, COLORADO	
IN RE THE MATTER OF FOREST VIEW ACRES WATER DISTRICT	
Pete Johnson, Esq Vranesh & Raisch, LLP 5303 Spine Road #202 Boulder, Colorado 80301 Telephone: (303) 443-6151 Facsimile: (303) 443-9586 E-Mail: pcj@vrlaw.com Attorney Reg. No.: Registration# 41670	Case No.: 56CV35112 Div.: Ctrm.:
OATH OF OFFICE	

I, VINCE GUTHRIE, 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 Forest View Acres Water District upon which I am about to enter to the best of my ability.

Signature

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me this ____ day of May 2023, by _____.

Sign: _____
Print:

****Persons authorized to administer oaths, i.e., County Clerk and Recorder, Clerk of the Court, Chairman of the Board of Directors, or any other person authorized to administer oaths. (Section 32-1-901, C.R.S. and Colorado Constitution Article 12, Section 9)**

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DISTRICT COURT, COUNTY OF EL PASO, COLORADO	
IN RE THE MATTER OF FOREST VIEW ACRES WATER DISTRICT	Case No.: 56CV35112 Div.: Ctrm.:
Pete Johnson, Esq Vranesh & Raisch, LLP 5303 Spine Road #202 Boulder, Colorado 80301 Telephone: (303) 443-6151 Facsimile: (303) 443-9586 E-Mail: pcj@vrlaw.com Attorney Reg. No.: Registration# 41670	OATH OF OFFICE

I, _____, 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 Forest View Acres Water District upon which I am about to enter to the best of my ability.

Signature

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

Subscribed and sworn to before me this ___ day of May 2023, by _____.

Sign: _____
Print:

****Persons authorized to administer oaths, i.e., County Clerk and Recorder, Clerk of the Court, Chairman of the Board of Directors, or any other person authorized to administer oaths. (Section 32-1-901, C.R.S. and Colorado Constitution Article 12, Section 9)**

IMPORTANT: The oath must be taken within 30 days AFTER THE ELECTION DATE or appointment to fill a vacancy.

Sandy O'Neill

From: Joel Meggers
Sent: Friday, May 19, 2023 12:49 PM
To: Sandy O'Neill
Subject: FW: RESPEC Master Services Agreement and Task Orders
Attachments: 20230518 Task Order 1 - SWTP (clean).docx; 20230518 Task Order 2 - General Eng Services (clean).docx; 20230509 Master Services Agreement - RESPEC_clean5-17-23.docx

Joel Meggers
President of Community Resource Services (CRS) of Colorado
303-204-0803
www.crsocolorado.com

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From: Peter C. Johnson <pcj@vrlaw.com>
Sent: Thursday, May 18, 2023 8:58 AM
To: Brad Hogan <mintgreenbinder@msn.com>; David Pheteplace <dpheteplace@gmail.com>; GREGORYCHOFFMAN@msn.com; jmquinlan@gmail.com; Nancy Wilkins <nancy.fvawd@gmail.com>; Paul McKean (paulmckeanfvawd@gmail.com) <paulmckeanfvawd@gmail.com>; pk-robinson@msn.com; Eck Zimmerman <ezimmermann@triadengineeringinc.com>; Vincent Guthrie <guthriev63@gmail.com>
Cc: Joel Meggers <jmeggers@crsofcolorado.com>
Subject: RESPEC Master Services Agreement and Task Orders

All,
The May 9 version of the RESPEC Master Services Agreement and Task Orders 1 and 2 was provided to RESPEC and they have responded with the attached version.
RESPEC's changes to the May 9 version can be summarized as follows:

- MSA
 - o RESPEC has incorporated all of the requested changes in the body of the MSA
 - o RESPEC has provided the Task Orders in the form attached, as separate Word documents. However, RESPEC's contracting officer would like to see the task orders maintained as part of the MSA. RESPEC's position is that the MSA Without any task orders, the MSA doesn't give any direction.
- Task Order 1
 - o Revision to the language on subcontractor invoices being provided
 - o RESPEC deleted the minimum amount of work to be complete without board approval for the following reasons:
 - The document already states that work in excess of the scope will be performed for a negotiated additional fee or on a time and material basis.
 - Approval of the task order allows for total fees as outlined.
 - We can discuss billing on a lump sum basis and instead on a time and materials basis if desired.

- Task Order 2
 - o Due to request of Board approval for any work above \$500, RESPEC has increased the total fee estimate to \$36,000 due to extra time to gain approval for all work.
 - o RESPEC added language that they are not responsible for work delays due to waiting on Board approval.

Thanks,
Pete

Peter C. Johnson, Esq.
Vranesh and Raisch, LLP
5303 Spine Road, Suite 202
Boulder, CO 80301
pcj@vrlaw.com
Office: 303-443-6151 x206

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**ATTACHMENT D
TASK ORDER 1 – SURFACE WATER TREATMENT
PLANT IMPROVEMENTS**

TASK ORDER 1

SCOPE OF SERVICES

for

FOREST VIEW ACRES WATER DISTRICT SURFACE WATER TREATMENT PLANT IMPROVEMENTS *PLANNING AND DESIGN*

Background and general scope of services

Forest View Acres Water District was awarded grant funds through the American Rescue Plan Act (ARPA) through El Paso County to upgrade the District's existing Surface Water Treatment Plant. The upgrade proposes to remove the existing two stage pressure sand filtration system and install a new skid mounted ultrafiltration membrane system. The valves, pipes, controls and all associated equipment required to operate the new membrane system are included as part of the project. The existing building is expected to be utilized but upgrades to the electrical, drain and house water system would be completed to meet existing codes. Raw water storage to allow the plant to operate during periods of low surface water supply is included in the scope and would either be located below grade outside of the building or provided inside the building via a building addition.

RESPEC currently serves as the District's engineer and wrote the ARPA grant fund application. RESPEC is familiar with the District's raw and finished water systems and the current operation of the District's existing surface water treatment plant.

This specific scope of services outlines the planning, permitting and design of the surface water treatment plant improvements including the addition of a raw water storage tank at the inlet of the plant. A separate scope of services will be provided for construction administration services when final design is complete, and the specifics of the plant design are better defined. Throughout this scope, RESPEC is referred to as ENGINEER and Forest View Acres Water District as OWNER.

Specific scope of services:

TASK 1: Preliminary Planning

- A. Provide recommendations on raw water treatment, storage location, volume and overall design including site layout options.
- B. Prepare preliminary process flow diagram and floor plan layout. Work with vendors to collect budgetary estimates that will allow the OWNER to compare vendors. Provide a summary of estimates received and a recommendation on vendor selection.
- C. Review water quality information and provide preliminary options for treatment with an evaluation matrix ranking various treatment technologies.
 1. Evaluate potential treatment options for secondary contaminants of concern. ENGINEER will summarize options and work with OWNER to develop an evaluation matrix to assist with selecting the treatment technology to be incorporated into final design.
 2. Coordinate additional water quality testing that may be required.

- D. Identify the SCADA provisions to be added and define the requirements to integrate the plant controls into the District's existing SCADA system.

Deliverable Task 1: A Preliminary design memo will be produced that includes information as outlined above. ENGINEER will provide the memo to board for review and consideration and ENGINEER will attend a board meeting to review the information with the board. Once the board decides on selected options, Task 2 will begin and cost estimates will be refined.

TASK 2: permitting and 60% design

- A. ENGINEER will prepare 60% design of surface water treatment plant and raw water storage, and will prepare a Basis of Design Report (BDR) for permitting through CDPHE. ENGINEER will coordinate responses to all requests for information from the CDPHE regarding the BDR to obtain final approval. The BDR will include:
- Application/Basic Information
 - Possible sources of contamination
 - Water quality data
 - Process flow diagram
 - Hydraulic profile
 - Capacity evaluation & design calculations
 - Monitoring & sampling evaluation
 - Geotechnical report (may be required if building addition is required)
 - Residuals handling plan
 - Preliminary plan of operation
 - Impact to corrosivity
 - Implementation plan & schedule
 - Coordination with treatment package provider
 - Opinion of probable cost
 - 60% Design drawings and specifications for the surface water treatment plant and raw water treatment/storage system
- B. Coordinate with geotechnical firm to complete a subsurface geotechnical investigation at the potential raw water storage sites (if required).
- C. Coordinate with surveyor to collect existing site layout and elevations to be used as an accurate base file for design drawings.
- D. Design of Treatment System:
- Design of filtration system and residuals handling, as determined by water quality testing. This may include chemical additional for raw water treatment prior to filtration, evaluation of existing backwash storage and recycle system, chlorine feed and booster pump system design.
 - Design of liquid sodium hypochlorite disinfection/feed/chemically enhanced cleaning system, storage, dosing and associated support systems.

- Evaluation of adequacy of chlorine contact capacity, residual analyzing systems, turbidity analysis.
- Outline all control narratives and reporting for above systems.

Deliverable Task 2: Basis of Design report with 60% design drawings and specifications for submittal to CDPHE.

TASK 3: final design and preparation of bid package

- / Finalize and add details to bring process and piping design drawings to 100%
- / Coordinate with treatment package provider on final design
- / Structural and Architectural design (if a building addition is selected)
- / Plumbing plans for improvements to drain system and/or house water supply (if required)
- / Electrical design
- / Instrumentation and Controls System Support:
 - ENGINEER to draft controls narrative encompassing operation of all the above water system elements.
 - ENGINEER will work with OWNER-approved subcontractor to design overall water system controls architecture. This includes remote telemetry communications.
 - ENGINEER will work with the OWNER to ensure all individual equipment is compatible and integrate with overall District communications and SCADA.
- / If a building addition is selected, submit design drawings and specifications for pre-approval through PPRBD to allow for the Contractor to pull a building permit. ENGINEER will follow-through with PPRBD on comments and modifications necessary to obtain approval.
- / Prepare complete contract and technical specifications in CSI format for the project.
- / Generate final drawings.
- / Prepare final cost estimates for construction.

Deliverable Task 3: Final drawings, contract documents and technical specifications that will be used to bid the surface water treatment plant improvements.

Task 4: bid administration

Provide assistance during the bidding/negotiation process to include the following:

- / Coordinate invitation to bid.
- / Prepare and distribute/post documents to bidders.
- / Coordinate and attend pre-bid meeting and site walk-thru.
- / Prepare addenda and answer questions during bidding, as necessary.
- / Coordinate and attend bid opening; tabulate results.
- / Check references, calculate apparent low bidder and prepare a recommendation on award.

TASK 5: Construction and Post Construction related services

These services are not included in this scope but are expected to include:

- / Contract documentation
- / Pre-Construction Services
- / Submittal review
- / Construction inspection and administration
- / Final project closeout

PROPOSED FEE & SCHEDULE

/ Preliminary Planning	\$30,000
/ Permitting and 60% Design	\$66,000
/ Final Design/Bid Package	\$67,000
/ Bid Administration	\$6,000
TOTAL	\$169,000

Time of Performance: **Services Complete by December 31, 2024**

PAYMENT TERMS

- / The estimated fee for each task will be invoiced monthly on a lump sum basis according to the percentage complete on each task.
- / Additional work requested and not included in this scope will be performed for a negotiated additional fee or on a time & materials basis, in accordance with our hourly rate schedule (enclosed).
- ~~/ Invoices from any subcontractors will be provided separate from invoices from RESPEC.~~
- / RESPEC will attach subcontractor invoices to RESPEC invoices.
- ~~/ Any Work in excess of \$500.00 must be approved by majority vote of Board of Directors of the Client, except in emergency situations.~~
- / RESPEC is not responsible for schedule delays to the extent caused by work approvals the board of directors.

EXCLUSIONS/CONDITIONS

- / Permit Fees
- / Site Development Plan through El Paso County (not anticipated to be required)
- / Design of water distribution system infrastructure other than facilities associated with surface water treatment plant improvements.
- / Water treatment system design assumes membrane filtration will be utilized for surface water treatment in the existing building.
- / Environmental Report (not anticipated to be required)
- / Third party testing, including but not limited to geotechnical investigations, sampling, collection and testing services, potholing to locate existing utilities onsite. ENGINEER to coordinate these efforts but the OWNER will be responsible for fees charged by consultants which can be added as a subcontractor under ENGINEER if desired.

- / Instrumentation and Controls (I&C). It is understood that ENGINEER will work with OWNER approved I&C engineer on communications and controls.
- / Costs for treatment package (contract for treatment package is typically involves tiered payments under a contract between the OWNER and the treatment package provider)
- / Construction
- / Any work not explicitly described herein.

**ATTACHMENT E
TASK ORDER 2– GENERAL ENGINEERING
SERVICES**

TASK ORDER 2

SCOPE OF SERVICES

for
Forest View Acres Water District
General Engineering Services

GENERAL SCOPE DESCRIPTION

The purpose of this Scope is to provide General Engineering Services and Support for Forest View Acres Water District. RESPEC (formerly JDS-Hydro Consultants, Inc.) has provided engineering in support of the Forest View Acres Water District since 2012. Large projects have been performed under specific agreements and additional services in support of other issues with the District's raw and potable water systems have been completed on a Time and Materials basis. However, the board has requested to formalize these services through a general engineering master services agreement. The attached MSA and subsequent scope of services has been drafted to describe specific general engineering services to be provided to Forest View Acres Water District through this assignment, which includes RESPEC's general contractual provisions for the District's consideration. A specific scope of services is as follows:

SPECIFIC SCOPE OF SERVICES

RESPEC (formerly JDS-Hydro Consultants, Inc.) has provided general engineering services to the Forest View Acres Water District in support of distribution system operations, water treatment, raw water supply and compliance issues since 2012. The proposed services under this agreement are not anticipated to differ from those that have historically been provided and will continue to focus on issues concerning the raw water and potable water distribution systems. While the services described below can differ from task to task and assignment to assignment, they have traditionally been consistent since the beginning of RESPEC's working relationship with the Forest View Acres Water District. In an effort to capture as many services which RESPEC intends to render to Forest View Acres Water District annually, this Scope will focus on those in which RESPEC intends to provide support through the end of 2023. Of note, RESPEC intends to update this MSA annually to try and capture additional tasks should they arise year-to-year. Those in which RESPEC anticipates providing services for include the following:

Potable Water System - General Engineering Services

- / Prepare monthly board meeting updates
- / Attend monthly board meetings
- / Fill out the Drinking Water Revolving Fund Survey yearly
- / Coordinate with operations, district manager and other entities on new tap requests and system leak repairs
- / Assist District Manager and Attorney with review of inclusion requests and provide direction on required water system improvements to provide water service to proposed inclusions. Provide templates for water service commitment letters.
- / Prepare estimates, engineering documents, descriptions, technical memorandums, etc. to inform the board of upcoming CDPHE compliance issues

- / Prepare grant or funding applications if requested
- / Participate in easement negotiations as requested
- / Updates maps when system improvements are made and print maps when requested by the FVAWD Board

TASKS

- » Within a calendar year, Forest View Acres Water District may wish to delineate work awarded to RESPEC via the assignment of tasks. In addition, to better organize work rendered to the Forest View Acres Water District, RESPEC may segregate and define work according to tasks to facilitate budget tracking, development reviews, etc. These tasks may be assigned a budget which RESPEC can track to assist with Forest View Acres Water District financial tracking for certain line items. Currently, for the year 2023, RESPEC is actively working on the following tasks:
 - General District Engineering
 - Red Rock Acres Inclusion
 - van der Gugten Inclusion
 - Town of Monument Interconnect
 - System Map Updates

PROPOSED FEE & SCHEDULE

General District Engineering Services Estimated Total for 2023

\$36,000*

Time of Performance: **2023 Calendar Year**

**The estimated total for 2023 is provided to the board to assist in budgeting purposes only. Hours will be billed on a time and material basis.*

PAYMENT TERMS

The estimated services total is provided to assist the board in creating their annual budget. General District Engineering Services to be billed on a time and material basis in accordance with our hourly rate schedule (attached)

Any Work in excess of \$500.00 must be approved by majority vote of Board of Directors of the Client, except in emergency situations.

RESPEC not responsible for schedule delays to the extent caused by work approvals by the Board of Directors.

This Task Order shall be renewed annually with reference to updated tasks and billing rates, and then reviewed and approved by the board its first board meeting of each year.

MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this _____ day of _____ 2023, by and between Forest View Acres Water District (hereinafter referred to as the "Client"), and RESPEC Company, LLC a limited liability company organized and existing under the laws of the state of Colorado with an office at 5540 Tech Center Drive, Colorado Springs, CO 80919 (hereinafter referred to as the "Consultant").

WITNESSETH:

The Client desires to engage with RESPEC for the purposes of providing general engineering services to support the District's raw water system, potable water treatment systems and potable water distribution systems. This Master Services Agreement is agreed that the Consultant can provide such engineering services.

NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all labor and materials necessary to provide General Engineering Services (the "Services") as more fully described in any Task Orders associated with this Master Agreement (hereinafter referred to as the "Work"), which Task Orders shall be approved by Client. Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on _____, and shall end on _____. The Master Services Agreement will automatically renew annually unless either party terminates the Master Services Agreement in writing at least 30 days prior to the end of the term.

Any work associated with associated Task Orders shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Task Order and the Client.

3. Consideration.

- a. For the successful completion of the Scope of Work, the Consultant shall be paid amounts on a time and materials basis or on a fixed-price lump sum basis as more fully described in the related Task Orders.
- b. Unless otherwise specified in a Task Order, hourly rates for calendar year 2023 for time and materials contracts will be invoiced at the hourly rates provided in Attachment C. Hourly rates for 2023 and 2024 will be invoiced based on the RESPEC commercial price list in place at the time of the Task Order.
- c. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format as specified by the Client and shall contain at a minimum, the time period, and description of services provided. The invoice shall be submitted to the Client's

Delegated Representative. Consultant acknowledges that certain payments hereunder may be dependent on Client's receipt of public grant funding, and Consultant agrees that reasonable delays in Client's payment(s) that are due to the timing of Client's receipt of public grant funds shall not be considered a breach of this Master Services Agreement, and no late fee or added expense will be imposed on Client if payment from public grant funds is later than 30 days after receipt of invoice.

- d. In the event Consultant believes, in its sole discretion, that the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant and Client shall request an amendment to the Agreement in writing and executed by both Parties.
 - e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders, Client shall have thirty (30) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within thirty (30) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within thirty (30) days of completion or delivery of the Work or Work Product, Consultant shall have thirty (30) days to remedy the nonconformance.
4. Termination. Either Party shall have the right to terminate this Agreement upon written notice to the other Party, which notice shall be effective upon delivery of such notice.
5. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client's Contracting Representative

Brad Hogan, Board President
Forest View Acres Water District
719-491-3794
mintgreenbinder@msn.com

Authority

Approve and issue change orders.

Client's Delegated Representative

Joel Meggers, District Manager
CRS of Colorado
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
303-381-4960
jmeggers@crsolorado.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Philip Welling
3824 Jet Drive
Rapid City, SD 57703
(605) 394-6400
Phil.welling@respec.com

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Mario DiPasquale
5540 Tech Center Drive, Suite 100

Authority

Assign work, approve invoices and time records, inspect and accept work in

Client and Consultant may change any of their own representatives above by written notice to the other party.

6. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.
7. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.
8. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement, including but not limited to prompt payment of all sums due under this Agreement. This provision shall not be construed to confer any ownership or interest of any kind to Consultant of any Work Product and/or Intellectual Property Rights that is the property of Client prior to this Agreement. For purposes of this Agreement:
 - a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other

work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client's Confidential Information or Client Materials or resulting from any use of the Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.

- c. "Work Product Indemnity" Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder.
9. Standard of Care. Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.
10. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
11. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
12. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A.
13. Limitation of Liability. Consultant's total liability to Client for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under a Task Order of this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Task Order. Consultant shall not, under any circumstances, be liable for any special, exemplary, indirect, incidental, cover, punitive, or

consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if Company has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant's liability for losses or damages that cannot be limited as a matter of law.

14. Indemnification.

- a. *Indemnification of Consultant.* The Client agrees to indemnify Consultant and hold Consultant harmless from any claims, judgments, costs and expenses (including reasonable attorney's fees where recoverable by law), to the extent caused by:
 - i. any claim asserted by any third party against Consultant relating to the Work, provided however such indemnity shall not apply where Consultant has deliberately or willfully caused such damage or is found to be grossly negligent in the delivery of the Work;
 - ii. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of the Client or its employees or agents; and/or
 - iii. breach of this Agreement by the Client or its employees or agents.
- b. *Indemnification of Client.* Consultant agrees to indemnify Client and hold Client harmless from any third party claims, judgments, losses and damages (including reasonable attorneys fees where recoverable by law), to the extent caused by:
 - i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or
 - ii. breach of this Agreement by Consultant or its employees or agents.

15. Non-Solicitation of Employees. Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.

16. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by mediation, or (4) by litigation. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefor, unless Client terminates or otherwise suspends performance hereunder.

The parties shall bear the cost of their own attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.

17. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

18. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.

19. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.

20. Applicable Law. This Contract shall be governed by the laws of the state of Colorado. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible to provide Client with a valid Federal Tax Identification.

21. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Contract.
 1. Attachment A—Insurance Requirements
 2. Attachment B—General Provisions
 3. Attachment C – 2023 Hourly Rates
 4. Attachment D - Task Order 1 - Surface Water Treatment Plant Improvements
 5. Attachment E – Task Order 2 - General Engineering Services

22. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.

23. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

Forest View Acres Water District

RESPEC Company, LLC

By _____
Signature

By _____
Signature

Printed Name: _____

Printed Name: Mario DiPasquale

Title: _____

Title: Program Manager

Date: _____

Date: _____

Attachment A

Insurance Requirements

Consultant must furnish Client with a Proof of Insurance with the following coverage.

1. General Liability of not less than \$1,000,000 each occurrence
2. Automobile Liability of not less than \$1,000,000 each occurrence
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
4. Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident
5. Professional Liability of \$2,000,000 in the aggregate.

Attachment B

General Provisions

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the representations of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will strive to comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.

9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, if Client has paid the Consultant and if Consultant defaults in its obligation provide lien waivers, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.
13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

ATTACHMENT C

2023 HOURLY RATES



2023 BILLING RATE SCHEDULE

COLORADO SPRINGS STAFF

Position	Hourly Rate
Principal / Practice Leader	\$225
Principal / Sr. Project Manager	\$195
Sr. Project Manager	\$195
Project Manager	\$180
Sr. Project Engineer	\$170
Project Engineer	\$160
Sr. Designer	\$150
Staff Engineer III	\$140
Staff Engineer II	\$130
Staff Engineer I	\$120
Engineering Technician III	\$120
Engineering Technician II	\$110
Engineering Technician I	\$100
Administrative Support	\$85
Engineering Intern	\$70

Construction Support	Hourly Rate
Senior Construction Manager	\$175
Construction Manager/Sr. Inspector	\$150
Project Inspector	\$140
Staff Inspector	\$120

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost



BOARD MEETING UPDATE

To: Forest View Acres Water District

From: Gwen Dall, P.E.
RESPEC

Date: May 19, 2023

Subject: PROJECT UPDATES

Town of Monument Interconnect

RESPEC requested that CORE Electric install the service within the existing right of way and rather than obtain an easement for the electric service line from the HOA and they agreed. They plan to install the meter pedestal on the northwest property corner.

Surface Water Treatment Plant

RESPEC is waiting on the FVAWD board to review and approve our scope of work and will proceed with formal design when approval is received.

Clovenhoof Loop – Phase 3

RESPEC is working on draft design drawings for Clovenhoof Loop Phase 3 to assist ORC in gathering cost estimates for the project. Polaris provided a stamped easement but did not include the proposed easements. RESPEC requested a revised stamped survey with the proposed easements included to assist in wrapping up the easement acquisition.

System Maps

The system maps are now posted online and can be accessed online. The log-in information was sent to the board by email. New printed map books will be brought to the board meeting.

Please contact me if you have any questions.

Thanks

Gwen Dall, P.E

5540 TECH CENTER DRIVE
SUITE 100
COLORADO SPRINGS, CO 80919
719.227.0072



370 East 500 South, Suite 200
Salt Lake City, UT 84111

Invoice

FOREST VIEW ACRES WATER DISTRICT
5150 REDSTONE RIDGE RD
MONUMENT, CO 80132

Invoice number 42538
Date 03/26/2023

Project **04-20-0153 MONUMENT NEW
WATERLINE & TANK**

008-0004 FOREST VIEW ACRES WATER DISTRICT

Labor

		Hours	Rate	Billed Amount
JAMMIE L. ADAMS	- ENGINEER 6 - Sr. Project Manager	17.53	208.00	3,646.24
TARA BARNES	- CLE 5 - Executive Assistant	0.50	108.00	54.00
	Labor subtotal	18.03		3,700.24
	Phase subtotal			3,700.24
			Invoice total	3,700.24

Issued by: James Adams Forsgren Associates
2023.04.21 11:54:01-06'00'

Bank ACH Instructions
Zions First National Bank ABA Number 124000054 Account Number 002 21769 3
To the Credit of Forsgren Associate 100 South Main Street, 2nd Floor, SLC, UT 84111.
Please include Forsgren Project Number and Invoice Number
A Service Charge is computed at a periodic rate of 1.5% per month, Annual Percentage Rate of 18%, applied to the previous balance
after deducting the payments and credits

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
008-0004 FOREST VIEW ACRES WATER DISTRICT	5,000.00	167.14	4,656.75	8,356.99	-3,356.99	-67.14	3,700.24
Total	5,000.00	167.14	4,656.75	8,356.99	-3,356.99	-67.14	3,700.24

Sandy O'Neill

From: James Adams <jadams@forsgren.com>
Sent: Wednesday, December 7, 2022 3:38 PM
To: Joel Meggers
Cc: Will Koger; Gwen Dall
Subject: Forest View Acres Water District - Monument Pipeline Emergency Interconnect
Attachments: AMD 1 - FVAWD emergency interconnect.pdf

Hi Joel,

Thank you for taking the time to speak with me the other day. As we discussed attached is an amendment to our contract for additional services. A summary of our tasks and fees are below:

Additional Tasks:

- Construction phase services which were not included in the original scope and agreement.
- Coordination and review of information for FVAWD water main repairs.
- Review pay application for emergency interconnect construction
- Coordination and support for final payments and closeout

Total additional fees for these tasks are \$5,800. The amendment agreement is attached. If all looks good, please sign, and send back to me. Let me know if you have any questions.

James Adams, P.E.
Senior Engineer/Project Manager
56 Inverness Drive East, Ste 112
Englewood, CO 80112
720.214.5884 / 303.868.0727 Cell
720.214.5885 Fax

FORSGREN
Associates Inc.

Billing Report

Project: 04-20-0153 MONUMENT NEW WATERLINE & TANK

Report Date: 3/30/2023 11:44:54 AM

Client: TOWN OF MONUMENT

Cutoff Date: 3/25/2023

Date	Description	Employee / Vendor Type	Units	Rate	Amount	Brdn Cost	Notes
Invoice Group: FOREST VIEW ACRES WATER DISTRICT							
008-0004 FOREST VIEW ACRES WATER DISTRICT							
Billing Type: Time & Expense							
03/06/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	B	208.00	52.00	36.81	budget status review, email to Gwen
03/07/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	B	208.00	416.00	294.43	send additional information and hours breakdown to Gwen
03/16/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	B	208.00	104.00	73.62	discussio re: connection requirements
10/17/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	69.22	project status update & billing
10/21/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	52.00	34.61	submittals
10/27/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	69.22	discussion Chris re: water line strike
10/31/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	208.00	138.44	submittals, review info and discussion re: repairs
11/02/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	41.60	27.69	billing review
11/08/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	52.00	34.61	project status update
11/10/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	364.00	242.28	review info re: main repair & CO, submittals
11/11/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	208.00	138.44	submittals, review CO re: waterline strike
11/14/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	208.00	138.44	budget review & scope for amendment
11/14/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	156.00	103.83	amendment items and scope
11/14/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	260.00	173.06	amendment, discussion w/Will, left message for Joel M., email to Tom T.
11/18/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	41.60	27.69	project status update
11/21/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	69.22	email & coordination re: water main repair
11/30/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	156.00	103.83	left message for Joel, send main break info to Tom T.
12/02/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	69.22	call w/Joel, contract amendment
12/05/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	416.00	276.89	draft and send amendment to Joel
12/07/22	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	69.22	review COR #5 info re: FVAWD mis-located line
01/09/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	69.22	repair change order, COR #5
01/12/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	147.21	147.21	review pay app, call w/Wagner re: bid alternatives accounting on pay app summary
01/30/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	104.00	73.62	send summary to Tom re; FVAWD status and payment request
01/31/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	41.60	29.45	project status update
02/07/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	41.60	29.45	project status update
02/21/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	416.00	294.43	connection concept plan project coordination, email to Gwen & breakdown of services, review billing & WIP
02/24/23	JAMMIE L. ADAMS	ENGINEER 6 - Sr. Project Manag	D	208.00	416.00	294.43	
Employee Total			20.05		4,170.40	2,834.18	
10/04/22	TARA BARNES	CLE 5 - Executive Assistant	D	108.00	54.00	48.86	invoice
Employee Total			0.50		54.00	48.86	
Phase Total			20.55		4,224.40	2,883.04	

For CORE Use Only		
Township: 11	Range: 67	Section: 9
W/O #: 22007069		
Legal:		
BEG AT PT ON S LN OF SEC 09-11-67 FROM WHICH SW COR OF SD SEC BEARS N		
89-5212' W 128-2312' E TO N 89-5212' W 424.68 FT TO PT ON S LN W OF COUNTY RD		
TH ATG ARC OF CUR L WHOSE CHORD BEARS N 42-5004' E 686.68 FT. THIS 01-4572'		
W 4213.51 FT TO BDR		
Engineer: Kasev Rhodes		

CORE ELECTRIC COOPERATIVE
5496 North U.S. Highway 85
Sedalia, Colorado 80135
303-688-3100

UTILITY UNDERGROUND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that
Red Rock Ranch Inc, Forest View Acres Inc, and Cloven Hoof Homeowners Association Inc
 (“Grantor”), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto CORE Electric Cooperative, a Colorado non-profit corporation and electric cooperative and to its successors or assigns, a perpetual non-exclusive easement varies in width (“the Easement”) for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of underground electric distribution and communication facilities and underground cables, wires, conduits, above ground transformers, switches, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment (collectively “the Facilities”) located upon, under, and across the following real property belonging to Grantor situated in the County of El Paso, State of Colorado, and more particularly described as follows:

SEE EXHIBIT(S) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement and all rights and privileges of the Easement, including for the installation and maintenance of the Facilities; the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within of the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; to place location markers upon the Easement to identify any underground Facilities; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities, by any other person, association, or corporation for electrification or communication purposes; to open and close any fences crossing the Easement, and to use that portion of Grantor’s adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. CORE shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed upon, under, and across the Easement by CORE shall remain the property of and may be removed at the option of CORE

Grantor(s) for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to CORE, hereby covenants that no structures shall be erected upon, under, or across the Easement, no combustible material or infrastructure shall be permitted upon, under, or across the Easement, and that the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or damages the Facilities in any way.

The undersigned Grantor(s) warrant that they are the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____,

In the presence of: _____

Red Rock Ranch Inc, Forest View Acres Inc, and Cloven Hoof Homeowners Association Inc

Grantor

Signature

ITS

STATE OF COLORADO)
) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Legal Description

EASEMENT

A portion of that tract of land, Schedule No. 710900025, owned by Red Rock Ranch, Forest View Acres, and Clovenhoof Homeowners Association, located in the Southwest $\frac{1}{4}$ of Section 9, Township 11 South, Range 67 West of the 6th P.M., El Paso County, Colorado, described as follows:

BEGINNING at the Northwest Corner of Tract A, Forest View Estates IV, a subdivision recorded under Reception Number 205004404 of the Records of El Paso County, Colorado, thence Northeasterly along the arc of a curve concave to the northwest, 106.39 feet along the a southerly right-of-way line of Red Rocks Ranch Drive as recorded under Right-of-Way Book 2395 Page 210 of the records of El Paso County, Colorado, said arc having a radius of 730.00 feet, a central angle of 8°21'00" and being subtended by a chord that bears N65°51'33"E, 106.91 feet;

Thence S00°00'00"W, 42.52 feet to a point on the North line of said Tract A;

Thence S89°26'24"W, 97.00 feet along the North line of said Tract A to the Northwest Corner thereof and the **POINT OF BEGINNING**.

Area = 1,925 SQ.FT. +/-

Randall D. Hency, PLS Colorado 27605
for and on behalf of
Polaris Surveying Inc.
1903 Lelaray street, suite 102
Colorado Springs, CO. 80909



Date 05/21/22

EXHIBIT MAP



SCALE 1" = 20'

RED ROCKS RANCH DRIVE

ELEC BOX

SPLIT RAIL FENCE

L=106.39'
R=730.00'
D=08°21'00"
CH=N65°51'33"E, 106.91'

18" CULVERT

POINT OF BEGINNING

EOP

SIGN

Forest View Acre
Water District
Easement

Tract Owner: Red
Rock LLC
Schedule No.
710900025

42.52'
S 00°00'00" E

S 89°26'24" W 97.00'

10' WATER LINE ESMT.
BK 3974 PG 1129

SUNBURST DRIVE

TRACT A
FOREST VIEW
ESTATES IV



REV: 06/21/22
REV: 08/08/22
DATE: 04/28/22
CLIENT: JDS HYDRO 220414

JOB: 220414

Easement Exhibit Map

POLARIS SURVEYING, INC.

1903 Lelaray Street, Suite 102
COLORADO SPRINGS, CO 80909
(719)448-0844 FAX (719)448-9225



- service address.
5. Traffic control, ROW permit, landscape repair required
 6. Supervisor approved meter pedestal distance from transformer

Actual costs to perform the excavation. A Project Change Order for the estimated cost will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual cost to Association requirements which may include conduits and off site material for backfill. Customer may be responsible for a remob fee and will be subject to crew availability."

than 6 inches deep will incur additional costs to perform the excavation. A Project Change Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for their own excavation to Association requirements which may include conduits and off site materials for backfill or they may choose to delay construction until a time that frost is not present. Customer may be responsible for costs to perform these bores. A Project Change Order for the estimated additional costs will be prepared and provided to the customer or their designated representative. The customer will be responsible for the actual cost



2

11/18/2022 AM

FOREST VIEW ACRES WATER DISTRICT
CASH POSITION SUMMARY
Year to Date (YTD) as of April 30, 2023
Adjusted as of May 18, 2023

Account Activity Item Description	CHECKING	INVESTMENTS		TOTAL ALL ACCOUNTS
	BOK Financial	ColoTrust Plus	Colotrust Edge	
Beginning balance per bank	\$ 154,116	\$ 203,748	\$ 809,520	\$ 1,167,384
YTD credits - Total deposits, wires and transfers	184,680	43,715	13,454	241,849
YTD debits - Total vouchers, wires and transfers	(247,724)	(15,000)	(815)	(263,539)
YTD bank balance	91,072	232,463	822,159	1,145,694
Less outstanding checks	(49,772)	-	-	(49,772)
YTD book balance	41,300	232,463	822,159	1,095,922
Current period activity				
Current period deposits	15,041	-	-	15,041
Current period payables	(25,834)	-	-	(25,834)
Current period automatic payables	(3,214)	-	-	(3,214)
Total current cash balance	\$ 27,293	\$ 232,463	\$ 822,159	\$ 1,081,915

Note: The monthly operating reserve is \$52,986

Colorado Water Resources & Power Development Authority (Debt Schedule - Unaudited)				
	12/31/2022	2023		2023
	Principal Balance	Principal Payment	YTD 2023 Principal Balance	Interest Payment
Loan D12F295	\$ 1,050,000.00	\$ 50,000.00	\$ 1,000,000.00	\$ -
Loan D16F368	365,004.21	11,842.76	353,161.45	3,650.04
	\$ 1,415,004.21	\$ 61,842.76	\$ 1,353,161.45	\$ 3,650.04

FOREST VIEW ACRES WATER DISTRICT
ALLOCATION OF FUND BALANCES - CASH BASIS (NON-GAAP)
Year to Date (YTD) as of April 30, 2023
UNAUDITED

Account Activity Item Description	GENERAL	OPERATIONS	CAPITAL	TOTALS
				ALL FUNDS
BEGINNING FUND BALANCES	\$ 141,040	\$ 463,443	\$ 504,978	\$ 1,109,461
YTD REVENUES PER FINANCIAL STATEMENTS				
Availability of service fees	-	-	2,040	2,040
Capital replacement fees	-	-	67,600	67,600
CSD Pool safety grant	-	-	-	-
Interest and unrealized gain/(loss)	16,139	-	-	16,139
Inclusion Red Rock	-	-	-	-
Late fees and penalties	-	1,410	-	1,410
Miscellaneous	-	31	-	31
Operations fees	-	54,080	-	54,080
Property taxes	38,078	-	-	38,078
Specific ownership taxes	2,709	-	-	2,709
Electric Provider Capital credit	-	-	-	-
Tap fees	-	-	-	-
Transfer fees	-	600	-	600
Water usage fees	-	43,918	-	43,918
Total YTD revenues	56,926	100,039	69,640	226,605
Beginning Fund Balances Plus YTD Revenues	197,966	563,482	574,618	1,336,066
Total YTD EXPENDITURES	(24,331)	(126,032)	(89,781)	(240,144)
ENDING FUND BALANCES	\$ 173,635	\$ 437,450	\$ 484,837	\$ 1,095,922

Budget vs. Actual Page Reference: Page 3 Page 4 Page 5

**FOREST VIEW ACRES WATER DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
FOR THE FOUR MONTHS ENDED APRIL 30, 2023
Unaudited**

	Current Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 33%
REVENUES					
Property taxes	\$ 5,075	\$ 38,078	\$ 80,000	\$ (41,922)	48%
Specific ownership taxes	712	2,709	8,000	(5,291)	34%
Interest and unrealized gain/(loss)	4,148	16,139	5,000	11,139	323%
Total revenues	<u>9,935</u>	<u>56,926</u>	<u>93,000</u>	<u>(36,074)</u>	<u>61%</u>
EXPENDITURES					
Audit	-	-	14,000	(14,000)	0%
Directors' fees	400	2,300	9,100	(6,800)	25%
District management and accounting	1,364	6,819	16,000	(9,181)	43%
District website and push notifications	100	500	6,200	(5,700)	8%
Elections	672	1,428	5,000	(3,572)	29%
Insurance and SDA dues	-	640	14,000	(13,360)	5%
Legal	3,103	9,711	16,000	(6,289)	61%
Miscellaneous	430	1,240	4,000	(2,760)	31%
Postage	-	1,122	4,000	(2,878)	28%
Training and education	-	-	500	(500)	0%
Treasurer fees	76	571	1,200	(629)	48%
US Forest Service	-	-	350	(350)	0%
Emergency reserve	-	-	2,800	(2,800)	0%
Total expenditures	<u>6,145</u>	<u>24,331</u>	<u>93,150</u>	<u>(68,819)</u>	<u>26%</u>
EXCESS OF EXPENDITURES OVER (UNDER) REVENUES	<u>3,790</u>	<u>32,595</u>	<u>(150)</u>	<u>32,745</u>	
OTHER FINANCING USES					
Transfer to operations fund	-	-	(200,000)	200,000	0%
Total other financing uses	<u>-</u>	<u>-</u>	<u>(200,000)</u>	<u>200,000</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 3,790</u>	<u>32,595</u>	<u>\$ (200,150)</u>	<u>\$ 232,745</u>	
BEGINNING FUND BALANCE		<u>141,040</u>			
ENDING FUND BALANCE		<u>\$ 173,635</u>			

**FOREST VIEW ACRES WATER DISTRICT
OPERATIONS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
FOR THE FOUR MONTHS ENDED APRIL 30, 2023
Unaudited**

	Current Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 33%
REVENUES					
Late fees and penalties	\$ 375	\$ 1,410	\$ 3,000	\$ (1,590)	47%
Miscellaneous	-	31	1,000	(969)	3%
Operations fees (\$40/month; 338 accounts)	13,520	54,080	162,240	(108,160)	33%
Transfer fees	-	600	3,000	(2,400)	20%
Water usage fees (Tiered)	5,822	43,918	182,000	(138,082)	24%
Total revenues	19,717	100,039	351,240	(251,201)	28%
EXPENDITURES					
General					
Bank fees	65	247	1,000	(753)	25%
Billing	1,791	10,684	21,000	(10,316)	51%
District management and accounting	2,644	13,216	31,000	(17,784)	43%
Meter reading and maintenance	835	5,468	5,000	468	109%
Meter replacement	-	920	3,000	(2,080)	31%
Miscellaneous	134	1,476	3,500	(2,024)	42%
Remote read data charge (Badger/Nat'l Meter)	-	-	3,800	(3,800)	0%
Utilities - refuse collection (Tri Lakes)	-	-	400	(400)	0%
Subtotal - General expenditures	5,469	32,011	68,700	(36,689)	47%
Surface Water Treatment Plant - 002					
Operator In resp chg (SWTP)	1,678	9,699	30,000	(20,301)	32%
Repairs and maintenance	17,032	18,628	12,000	6,628	155%
Supplies and chemicals	8,670	8,913	8,700	213	102%
Telephone	-	-	600	(600)	0%
Utilities - electric (CORE)	938	2,398	3,000	(602)	80%
Water testing	-	-	1,000	(1,000)	0%
Subtotal - SWTP expenditures	28,318	39,638	55,300	(15,662)	72%
Arapahoe Treatment Plant - 000					
Operator In resp chg (ORC)	1,711	9,195	25,000	(15,805)	37%
Repairs and maintenance	-	937	6,000	(5,063)	16%
Supplies and chemicals	-	1,422	4,500	(3,078)	32%
Telephone	136	531	2,500	(1,969)	21%
Utilities - electric (CORE 18852 Rockbrook)	2,364	9,466	28,000	(18,534)	34%
Utilities - gas	148	879	2,500	(1,621)	35%
Utilities - sewer treatment (PLS)	674	1,479	3,500	(2,021)	42%
Water testing	-	-	4,000	(4,000)	0%
Subtotal - ATP expenditures	5,033	23,909	76,000	(52,091)	31%
Booster Station					
Utilities - booster electric (CORE)	-	1,493	8,000	(6,507)	19%
Operations & maintenance - Booster	-	-	2,000	(2,000)	0%
Subtotal - Booster Station	-	1,493	10,000	(8,507)	15%
Other Expenditures					
Distribution repairs and maintenance	4,786	28,981	40,000	(11,019)	72%
Contingency	-	-	25,000	(25,000)	0%
Subtotal - other expenditures	4,786	28,981	65,000	(36,019)	45%
Total expenditures	43,606	126,032	275,000	(148,968)	46%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(23,889)	(25,993)	76,240	(102,233)	-34%
OTHER FINANCING SOURCES (USES)					
Transfer to capital projects fund	-	-	(100,000)	100,000	0%
Transfer from general fund	-	-	200,000	(200,000)	0%
Total other financing sources (uses)	-	-	100,000	(100,000)	0%
NET CHANGE IN FUND BALANCE	\$ (23,889)	(25,993)	\$ 176,240	\$ (202,233)	
BEGINNING FUND BALANCE		463,443			
ENDING FUND BALANCE		\$ 437,450			

**FOREST VIEW ACRES WATER DISTRICT
CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
FOR THE FOUR MONTHS ENDED APRIL 30, 2023
Unaudited**

	Current Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 33%
REVENUES					
Availability of service fees (\$20/month; 17 accounts)	\$ 1,020	\$ 2,040	\$ 4,080	\$ (2,040)	50%
Capital replacement fee (\$50/month; 338 accounts)	16,900	67,600	202,800	(135,200)	33%
ARPA Grant	-	-	310,000	(310,000)	0%
Tap fees	-	-	30,000	(30,000)	0%
Tap fees - admin	-	-	1,000	(1,000)	0%
Total revenues	<u>17,920</u>	<u>69,640</u>	<u>547,880</u>	<u>(478,240)</u>	<u>13%</u>
EXPENDITURES					
CWRPDA & DWRP principal	61,843	61,843	123,804	(61,961)	50%
CWRPDA & DWRP interest	3,650	3,650	7,182	(3,532)	51%
Arapahoe Treatment Plant improvements	-	-	10,000	(10,000)	0%
District management and accounting	2,132	10,655	20,000	(9,345)	53%
Engineering	1,187	3,896	24,000	(20,104)	16%
Inclusions - Red Rock Acres	357	357	5,000	(4,643)	7%
Easements (Taylor & KVDG)	-	-	35,000	(35,000)	0%
Mapping	130	2,542	17,500	(14,958)	15%
Clovenhoof Easement & Pipeline (w/ Palmer Lake Sewer)	-	2,858	380,000	(377,142)	1%
SWTP improvements - filter upgrade	-	-	300,000	(300,000)	0%
Capital replacement	-	1,045	10,000	(8,955)	10%
Monument Interconnect	-	2,935	287,000	(284,065)	1%
Total expenditures	<u>69,299</u>	<u>89,781</u>	<u>1,219,486</u>	<u>(1,129,705)</u>	<u>7%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(51,379)</u>	<u>(20,141)</u>	<u>(671,606)</u>	<u>651,465</u>	<u>3%</u>
OTHER FINANCING SOURCES					
Transfer from operations fund	-	-	100,000	(100,000)	0%
Total other financing sources	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>(100,000)</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (51,379)</u>	<u>(20,141)</u>	<u>\$ (571,606)</u>	<u>\$ 551,465</u>	
BEGINNING FUND BALANCE		<u>504,978</u>			
ENDING FUND BALANCE		<u>\$ 484,837</u>			

Run Type: Cycle

Cycle Code: A, Run Number: 983, Billing From: 05.01.2023 To 05.31.2023, Updated: Yes

Billing Summary Recap / Totals

No Of Bills:	339
No Estimated:	8
Consumption:	1,231,274
Miscellaneous Charge Amount:	0.00
Service Amount Billed:	41,642.36
Service Adjustments:	17.15-
Fuel Adjustments:	0.00
Tax Amount:	0.00
Service Arrears:	642.99
Penalties:	416.74
Deposits Applied:	0.00
Current Interest Applied:	0.00
Previous Interest Applied:	0.00
New Balance:	42,684.94
Budget Billings:	0.00
Payment Plan Amounts:	0.00

FVAWD Water Taps - Current 05/18/2023

Year	Clk #	Date	Property Address	Parcel #	Location # in billing system	Amount	Notes
2007		9/30/2007					
		7/9/2008	4571 Red Rock Ranch Dr	Lot 13	13510		Pre-paid Tap
2008	12,500.00	12091	10/8/2008 2450 Lake Meadow Dr		13320		
	12,500.00	1012	11/14/2008 18015 Stone View Rd		13330		
2009	not collected	5/30/2009	4590 Red Rock Ranch Dr	Lot 4	13430		Pre-paid Tap
	not collected	5/30/2009	4540 Redstone Ridge Rd	Lot 16	13550		Pre-paid Tap
2010	16,000.00	6862	7/16/2009 4551 Red Rock Ranch Dr	Lot 14	13520		Pre-paid Tap
	not collected	2/5/2011	4620 Limestone Rd	Lot 6	13610		Pre-paid Tap
2011	16,000.00	2017	5/13/2011 18425 Stone View Rd		13000		
	16,000.00	5188	8/5/2011 4445 Sandstone Dr		13050		
	not collected	9/19/2011	4651 Red Rock Ranch Dr	Lot 10	13480		Pre-paid Tap
	16,000.00	1006	9/30/2011 4560 Redstone Ridge Rd	Lot 17	13540		Pre-paid Tap
2012	16,000.00	10834	9/7/2012 4640 Limestone Rd		13240		
	1,000.00	70368	7/30/2013 4590 Redstone Ridge Rd	Lot 18	13550		Pre-paid Tap
	1,000.00	1024	8/14/2013 4591 Red Rock Ranch Dr	Lot 12	13500		Pre-paid Tap
2013	16,000.00	6007	12/17/2013 18825 Mesa Verde Rd (3750 E Rancho Way)		13040		
2014	1,000.00	7478	1/10/2014 4670 Red Rock Ranch Dr	Lot 7	13450		Pre-paid Tap
	not collected	4/1/2014	4620 Redstone Ridge Rd	Lot 3	13420		Pre-paid Tap
	16,000.00	13849	7/24/2014 3520 Mesa Verde Rd	Lot 19	13560		Pre-paid Tap
	1,000.00	2161	10/2/2014 4510 Red Rock Ranch Rd	Lot 1	13400		Pre-paid Tap
2015	16,000.00	1450	1/16/2015 18240 Stoneview Rd		12980		
	1,000.00	2030	3/4/2015 4619 Redstone Ridge Rd	Lot 23	13600		Pre-paid Tap
	16,000.00	5858	5/8/2015 18805 Cloven Hoof Dr		13649		
	16,000.00	2645	3/25/2018 4949 Redstone Ridge Road	Lot 1, Rockwood Minor Subdivision	13654		Hans Tuft, paid for lots 2&3 but intended to pay for lots 1&2 - now reapplied
2016	1,000.00	14916	7/22/2015 7840 Lake Meadow Dr		13280		
	1,000.00	3028	3/1/2016 4631 Red Rock Ranch Dr	Lot 11	13490		Pre-paid Tap
	1,000.00	3244	6/6/2016 4531 Red Rock Ranch Dr	Lot 15	13642		Pre-paid Tap
	16,000.00	11289	10/22/2016 3580 Mesa Verde Rd		13651		
	1,000.00	1095	11/8/2016 4550 Red Rock Ranch Dr	Lot 2	13410		Pre-paid Tap
	16,000.00	7428	12/18/2016 3550 Mesa Verde Rd		13653		
	not collected	5/25/2017	4659 Redstone Ridge	Lot 22	13580		Pre-paid Tap
2017	1,000.00	2844547	8/18/2017 4660 Redstone Ridge	Lot 21	13580		Pre-paid Tap
	16,000.00	7615	9/28/2017 18515 Vista View Drive		13655		
	16,000.00	15997	12/11/2017 18815 Rockbrook Rd		13270		no street number on Assessor's website or in billing system - owner McGinnis
	16,000.00	1003	3/12/2018 18445 Piele Park Road		13160		
2018	16,000.00	2645	3/25/2018 4909 Redstone Ridge	Lot 2, Rockwood Minor Subdivision	13656		Hans Tuft, paid for lots 2&3 but intended to pay for lots 1&2 - now reapplied
	1,000.00	2589	4/5/2018 4671 Red Rock Ranch Dr	Lot 9	13470		Pre-paid Tap
	16,000.00	202	8/31/2018 3885 Sierra Vista Rd		13290		Balance owed \$15,000 (\$500 per month for 30 months)
	500.00	49690925	10/26/2018 3885 Sierra Vista Rd		13290		Balance owed \$14,500
	1,000.00	9950351	11/16/2018 4610 Red Rock Ranch Dr	Lot 5	13440		Pre-paid Tap
2019	500.00	58056911	11/27/2018 3885 Sierra Vista Rd		13290		Balance remaining \$14,000
	500.00	75712036	1/31/2019 3885 Sierra Vista Rd		13290		Balance remaining \$13,000
	500.00	81906723	2/21/2019 3885 Sierra Vista Rd		13290		Balance remaining \$12,500
	500.00	91145877	3/28/2019 3885 Sierra Vista Rd		13290		Balance remaining \$12,000
2019	500.00	98576002	4/25/2019 3885 Sierra Vista Rd		13290		Balance remaining \$11,500
	1,000.00	717	5/1/2019 4640 Redstone Ridge	Lot 20	13570		Pre-paid Tap
	500.00	7472910	5/28/2019 3885 Sierra Vista Rd		13290		Balance remaining \$11,000
	500.00	41960018	6/28/2019 3885 Sierra Vista Rd		13290		Balance remaining \$10,500
	31,000.00	30852	7/1/2019 18439 Forest View Rd		13661		
	500.00	48478693	7/18/2019 3885 Sierra Vista Rd		13290		Balance remaining \$10,000
	500.00	58270979	8/28/2019 3885 Sierra Vista Rd		13290		Balance remaining \$9,500
	31,000.00	80057045	9/19/2019 18401 Forest View Rd		13662		
	500.00	65882442	9/27/2019 3885 Sierra Vista Rd		13290		Balance remaining \$9,000
	500.00	73974458	10/31/2019 3885 Sierra Vista Rd		13290		Balance remaining \$8,500
	500.00	81856109	11/27/2019 3885 Sierra Vista Rd		13290		Balance remaining \$8,000
	500.00	89256725	12/27/2019 3885 Sierra Vista Rd		13290		Balance remaining \$7,500
2020	500.00	97588646	1/31/2020 3885 Sierra Vista Rd		13290		Balance remaining \$7,000
	500.00	36829644	2/28/2020 3885 Sierra Vista Rd		13290		Balance remaining \$6,500
	500.00	11640034	3/24/2020 3885 Sierra Vista Rd		13290		Balance remaining \$6,000
	31,000.00	9474713122	4/16/2020 4820 Limestone Rd		13020		
	500.00	18902826	4/28/2020 3885 Sierra Vista Rd		13290		Balance remaining \$5,500
	500.00	37309030	5/27/2020 3885 Sierra Vista Rd		13290		Balance remaining \$5,000
	500.00	44103070	6/30/2020 3885 Sierra Vista Rd		13290		Balance remaining \$4,500
	4,500.00	46327832	6/30/2020 3885 Sierra Vista Rd		13290		Balance remaining \$0
	31,000.00	6209	8/25/2020 18365 Forest View Rd		13665		Morton
	31,000.00	8090	9/24/2020 18320 Stone View Rd		13666		Britton

FVAWD - LOOK AHEAD SCHEDULE

Current Tasks & Projects		May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
1	Regular Monthly Board Mtgs (Every 4th Wed @ 6pm)	24	28	26	23	27	25	22	27	24	28	27	24
2	Town of Monument Tank - Pipeline Project and Interconnect	X	X	X	X	X	X	X	X	X	X	X	X
3	Easement @ 18590 Cloven Hoof Rd (KVG)	X											
4	Taylor Easement	X											
5	Pursue Power to New Booster Station for Interconnect	X											
6	El Paso County ARPA Grant (SWTP Filter Upgrade Project)	X	X	X	X	X	X	X	X	X	X	X	X
7	Review Options to Improve the Intake and Raw Water Line to the SWTP	X											
8	Review Contract from Respec to Provide Engineering Services	X											
9	Review and Discuss 5 Year Capital Plan						X	X	X				
10	Red Rock Acres Residential Development Project		X		X		X	X	X				
11	Track Congressional Directed Spending Requests	X	X										
12	Review Inventory List of Critical Replacement Items (ORC)					X	X						
13	Review Fire Hydrants and System (ORC)						X		X				

Annual Items		May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
1	SDA Conference					X							
2	Public Hearing for 2023 Budget						X						
3	2023 Budget Adoption Process							X					
4	Public Hearing for Certification of Delinquent Accounts						X						
5	Adopt Final 2023 Budget								X				
6	Annual Administrative Resolution 2023								X				
7	Mill Levy Certification								X				
8	Forest Service Fee								15				
9	Transparency Notice								X				
10	Annual Emergency Plan Review & Update								X				
11	Audit									X			
12	CSD Pool-Safety & Loss Prevention Grant (exp.end of March every yr)			X									
13	Annual Plant Meter Testing										X		
14	Consumer Confidence Report (CCR) Delivered		30										X
15	DWRF Survey Annual Submittal Deadline to CDPHE		30										

COMPLETED - Tasks & Projects for 2022

ATP Well Repaired & Funded
Interconnect IGA with Monument
El Paso County ARPA Grant Submittal Completed & Awarded
Water Tank Ladder Completed (Safety Insurance Grant \$ Used)
Increased the Board from a 5 to 7 Member Board
Secured Grant Funds From El Paso County via ARPA
Finalized Easement for Interconnect Vault with HOA
Implemented a Push Notification System to Improve Communication to Customers

FIRST AMENDMENT TO CONTRACT TO BUY AND SELL EASEMENTS

This **FIRST AMENDMENT TO CONTRACT TO BUY AND SELL EASEMENTS** ("Amendment") is entered into as of the Effective Date, by and between **FOREST VIEW ACRES WATER DISTRICT**, a quasi-municipal corporation of the State of Colorado ("Buyer"), and **KATHRYN VAN DER GUGTEN**, an individual whose address is 18590 Cloven Hoof Drive, Palmer Lake, CO 80133 ("Seller"). Buyer and Seller are referenced herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Buyer and Seller entered into that Contract to Buy and Sell Easements (the "Contract") dated February 24, 2023, which date is the Effective Date of the Contract, pursuant to which Contract Buyer intends to acquire easements across certain property owned by Seller; and

WHEREAS, Buyer has been engaged in the Due Diligence process provided for in section 6 of the Contract; and

WHEREAS, Seller has a mortgage and deed of trust for the Property on which the subject easements will be located, and the mortgage lender's consent is necessary for a valid conveyance of the subject Easements; and

WHEREAS, the Seller's mortgage lender consent to the Easements is conditioned upon, among other things, a survey and appraisal of the Property; and

WHEREAS, Buyer has provided Seller Notice pursuant to Section 6.c of the Contract that the consent of Seller's mortgage lender is necessary for Buyer's acceptance of the Easements; and

WHEREAS, the Parties desire to enter into this Amendment in order to extend the Due Diligence period under the Contract and to extend other related deadlines in the Contract.

WHEREFORE, the Parties agree as follows:

1. **DEFINITION OF TERMS**. All terms in this Amendment shall have the same definition and meaning as in the Contract, unless otherwise specified herein.
2. **AMENDMENT OF CONTRACT**. The Contract shall remain in full

force and effect, except as specifically amended herein. The Parties agree to the following amendments to the Contract:

- a. The Due Diligence deadline in Section 6 of the Contract shall be extended to 150 days from the Effective Date of the Contract.
- b. The Notice deadline in Section 6.c of the Contract shall be extended to 120 days from the Effective Date of the Contract.
- c. The Right to Cure paragraph in Section 6.d of the Contract is hereby replaced in its entirety with the following provision:

Right to Cure. If Buyer provides Notice to Seller in accordance with paragraph 6(c) above, Seller may use any efforts at the discretion of the Seller to correct the unsatisfactory condition(s) identified in the Notice prior to 135 days after the Effective Date. If Seller fails to correct said unsatisfactory condition(s) on or before 135 days after the Effective Date, Buyer may, through written notice to Seller delivered on or before 140 days after the Effective Date elect either to terminate this Contract, or to waive the objection(s) to said unsatisfactory condition(s) and go forward with this Contract.

- d. The Closing deadline in Section 8 of the Contract shall be extended to 165 days from the Effective Date of the Contract.

3. **COUNTERPARTS.** This Amendment may be executed in counterparts, each of which will be considered to be an original, but all of which together constitute one and the same instrument.

4. **EFFECTIVE DATE.** The effective date of this Amendment shall be the latest date upon which the Amendment is executed by the Parties.

[Signature page follows]

BUYER: FOREST VIEW ACRES WATER DISTRICT

By: 

Name: Brad Hegar

Title: President FVAWD

Dated: 4.20.2023

SELLER: KATHRYN VAN DER GUGTEN

By: Kathy

Kathryn Van Der Gugten

Dated: 4/26/2023