

**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: February 22, 2023

TIME: 6:00 p.m.

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

Please dial (240) 591-0237 and then enter access code 362424 to participate in the meeting via phone.

If you are having difficulty dialing into the meeting, please call 303-204-0803 for assistance.

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. Provide Update on the Election
- E. Provide Update on Revisions to the Emergency Response Plan

II. PUBLIC COMMENT: ON NON-AGENDA ITEMS

III. OPERATIONS REPORT & MAINTENANCE ITEMS:

- A. Review Monthly Report prepared by ORC Water Professionals (enclosure)
- B. Provide Update on Reimbursement for Line Break Repairs
- C. Provide Update on Power Usage and Rate Structure Options of MVEA & CORE

IV. CAPITAL/ENGINEERING ITEMS:

- A. Review Monthly Report prepared by JDS Hydro Consultants, Inc. (enclosure)
- B. Review and Consider Approval of Contract with Respec for Engineering Services

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:

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. Review and Consider Approval of Grant / Sell of Easements on Tract A, B & C for Kathi Van Der Gugten Property and Easements on Taylor Property
- B. Review & Consider Approval of Engagement Letter with Vranesh & Raisch LLP

VIII. ADJOURNMENT:

The next regular Board Meeting is scheduled for 6 p.m. Wednesday, March 22, 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 January 25, 2023

ATTENDANCE

In attendance were Directors:

Brad Hogan: President, Term Expiration: May 2023
Nancy Wilkins, Term Expiration: May 2025 (absence was excused)
David Pheteplace, 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 (absence was excused)

Also, in attendance were:

Joel Meggers; Community Resource Services, LLC (“CRS”)
Peter Johnson; Vranesh and Raisch, LLP
Gwen Dall; JDS Hydro Consultants, Inc. (“JDS”) via phone
Gabby Begeman; ORC Water Professionals via phone

ADMINISTRATIVE ITEMS

The meeting was called to order at 6:02 p.m. at the Monument Sanitation District offices; 130 2nd Street, Monument, CO 80132.

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

Minutes - The Board reviewed the Minutes of the December 7, 2022, Special Board meeting. Motion duly made by Director Pheteplace, seconded by Director Zimmermann and, upon vote, unanimously carried, the minutes were approved as presented.

Update on Election – Mr. Meggers presented an update to the Board and the potential that the election could be canceled in March based on the number of interested candidates.

Revise and Update the Emergency Response Plan (ERP) – The Board reviewed and discussed the process of updating the ERP. The Board decided to circulate the ERP first with staff and then bring the updated version back for the Board to conduct a final review.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

None

OPERATIONS REPORT & MAINTENANCE ITEMS

ORC Water Professional's Monthly Operations Report – Ms. Begeman presented and reviewed her report with the Board via telephone. Director Zimmerman reviewed and discussed addressing the seasonal issue of the inlet pipeline freezing. The Board agreed the issue should be research and potential solutions should be reviewed at a future Board meeting.

REIMBURSEMENT REQUESTS

The Board approved replacing a chlorine sensor. Motion duly made by Director Pheteplace, seconded by Director Guthrie and, upon vote, approved to replace the chlorine sensor for \$7,800.

CAPITAL/ ENGINEERING ITEMS

Discuss Reimbursement for Line Break Repairs – Mr. Meggers reviewed and discussed the line breaks and repairs that occurred in November. After discussion, the Board determined that the lines were not properly located by Diversified Underground and directed staff to pursue reimbursement from Diversified Underground for damages.

JDS-Hydro Consultants, Inc. ("JDS") Monthly Report – Ms. Dall presented and reviewed her report with the Board via phone. The Board directed Mr. Johnson to review the proposed contract from Respec to provide engineering services, after the Board reviews and approves an Engagement Letter with his law firm of Vranesh and Raisch LLP.

FINANCIAL ITEMS

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

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

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

Claims – The Board reviewed the claims totaling \$66,875.36 represented by check numbers 5332 - 5350, plus auto payments totaling \$132.59 for a grand total of \$10,534.51.

Following review, upon motion duly made by Director Pheteplace, seconded by Director Zimmermann, upon vote, unanimously carried, the claims were approved, as presented. Checks #5349 and #5341 were voided as these 2 board members were not in attendance.

RECORD OF PROCEEDINGS

Review and Consider Approval of Audit Engagement Letter for Fiscal Year 2022 – The Board reviewed and discussed the Audit Engagement Letter. Following review, upon motion duly made by Director McKean, seconded by Director Zimmermann, upon vote, unanimously carried, the audit was approved for \$6,700.

AJOURNMENT

Look Ahead Schedule – Mr. Meggers reviewed and discussed the look ahead with the Board. Director Zimmermann asked that researching solutions to the inlet pipeline freezing be added.

LEGAL ITEMS

ADJORN 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; and pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions – Upon motion duly made by Director Pheteplice, seconded by Director McKean, upon vote, unanimously carried, the Board entered into Executive Session at 6:55 pm. Upon motion duly made by Director Pheteplice, seconded by Director Zimmermann, upon vote, unanimously carried, the Board exited their Executive Session and entered back into their regular session at 7:16 p.m.

There being no further business to come before the Board, upon motion duly made by Director McKean, seconded by Director Zimmermann, upon vote, unanimously carried, the Board adjourned the meeting at 7:20 p.m.

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL JANUARY 25, 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



BOARD MEETING UPDATE

To: Forest View Acres Water District

From: Gwen Dall, P.E.
RESPEC

Date: February 17, 2023

Subject: PROJECT UPDATES

Town of Monument Interconnect

Forsgren Associates is the engineer for the Town of Monument's pipeline, and they sent a bill to Forest View Acres Water District for additional fees related to the installation of the tee for the interconnect. See attached amendment request.

The vault has been designed and the latest drawings sent to the board for review and approval with the November/December board meeting update. The current drawing package anticipates that the pump station will be constructed in place but a contractor. The cost estimate for this option provided by RESPEC in April of 2022 as part of the ARPA grant request was \$287,000. ARPA funds were not awarded for this project. A pre-fabricated pump station provided by Dakota Pump via Pipestone Equipment was also reviewed as an option. The cost for this option was provided a rough design for this option along with a cost estimate. The initial cost estimate for the interconnect RESPEC reached out to the Town of Monument and requested an updated on the pipeline and tank progress so assist in determining when the interconnect vault should be constructed. RESPEC also reached out to CORE electric and requested a status update on the status of power to the site. The board approved payment of the fees to extend power to the site. Attached is the current drawing package for the interconnect.

Attachments

1. Forsgren Associates engineering fee request.

Clovenhoof Loop

RESPEC is waiting on the execution of easement agreements and then will proceed with the formal design of the water line if directed to do so by the District.

Surface Water Treatment Plant

El Paso County awarded \$1,551,000 in grant funds from the American Rescue Plan Act to FVAWD in August of 2022. The agreement executed by the District includes the requirement that the funds awarded be fully obligated by December 31, 2024 and fully expended by June 30, 2026. Assuming that "fully obligated" requires that the project has been bid and an agreement executed, the project needs to be posted for bid no later than fall of 2024. RESPEC estimates that 10-12 months would be required to complete all design, permitting and bid package preparation.

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



A budget outlining use of the funds was also submitted as part of the grant application and the agreement requires that any change in how funds are to be expended is approved by El Paso County. The budget submitted included \$163,000 for engineering design. RESPEC put together a scope of work and agreement outlining the work to be performed and noted a price to match the line item submitted for the grant application.

The scope for the SWTP presented includes raw water treatment, storage, volume and overall design including site layout options.

Raw Water Inlet Line/Intake

RESPEC would recommend reviewing options to improve the intake and raw water line in conjunction with the SWTP design.

TENORM

RESPEC put together a memo that outlined the result of the TENORM characterization at the Arapahoe Water Treatment Plant and provided a rough outline of treatment options in the board meeting package sent to the board for October of 2022. The Arapahoe well was sampled on March 4, 2022 for combined radium-226 and 228 and the result was 4.6 pCi/L which is just below the EPA's maximum contaminant level of 5 pCi/L. As a result of the reported level, the CDPHE updated the District's monitoring schedule to require that the combined radium-226 and 228 be sampled again prior to December 31, 2025. At that time the District should anticipate that the level will exceed the MCL and the CDPHE will require treatment and/or blending with other sources to reduce radium levels.

Please contact me if you have any questions.

Thanks

Gwen Dall, P.E



BOARD MEETING UPDATE

To: Forest View Acres Water District

From: Gwen Dall, P.E.
RESPEC

Date: January 20, 2023

Subject: PROJECT UPDATES

Town of Monument Interconnect

The tee for the interconnect vault was installed and RESPEC was onsite to observe. See attached field inspection log.

Attachments

1. Field Inspection Log

Clovenhoof Loop

The as built of the water lines installed by Native Sun in the area was received and is attached.

2. As Built of Clovenhoof Area Water Lines

Surface Water Treatment Plant

The scope of work and associated contract for the SWTP design is attached.

Attachments:

3. Scope of Work for SWTP

TENORM

Waiting for board approval to move forward.

Migrating to ArcGIS Pro

The system maps were migrated to ArcGIS Pro and the as-builts in the Clovenhoof area corrected. We are working on printing a revised large overall map and will post it to the following Dropbox when complete:

https://www.dropbox.com/sh/sqwr8fmf5dirnu3/AADlrn3m_oNAwbjWFdvTwBia?oref=e

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

Please contact me if you have any questions.

Thanks
Gwen Dall, P.E

CONSTRUCTION OBSERVATION LOG

Project: Town of Monument Interconnect **Date:** 12-5-2022
Contractor: Wagner Construction **Time:** 11:00 AM
Client: Forest View Acres Water District **Weather:** Sunny/Windy
Inspector: Lee Draeger **Eng. Proj No.:** WO215.21014

Contractors Onsite:

Native Sun, Abe (Forman) plus two hands

Equipment on Hand:

Two Excavators, Front-end loader, Skid

Work In Progress:

I was informed at about 9 am to be onsite at 11am to observe the T and Valve installation for the Town of Monument (TOM) interconnect. When I arrived on site at 11am the contractor was not yet ready to install the T. In the meantime, I went to the Clovenhoof area to check on the water line. The foreman for Native Sun, Abe, was cleaning up onsite and told me the sewer and water services were complete and that the water line was capped at the north end of the project to the west of 18625 area. He told me that he would be sending us as build drawings soon.

I returned to the Interconnect Project after lunch and observed the Contractor (Wagner Construction) installing the water line and preparing to install the T connection for the interconnect. The foreman (Daniel) asked if we could change the location of the T connection from the design drawing location, at STA=24+94.00, and move it closer to the 22.5 degree bend at STA 25+05.47, to move the T connection further away from the existing gas line to avoid possibly hitting the gas line when having to dig back into the T connection later. After contacting the supervising engineers, it was agreed to move the T interconnect further from the existing gas line to about STA=25+03.47. The contractor completed the installation of the 12" x 8" MJ T with Foster adapter and the 8" gate valve with MJ Plug.

Tomorrow the Contractor is planning to install the thrust block behind the T on the supply line (between the supply and Return line) and install another thrust on the backside of the return line (north line) in line with the first thrust bloc between the return line (north line) and the excavation wall on the north.

Observation Summary:

Attachments: 12 photos

Assembling the 12"x8" T, Foster adapter, 8" Gate Valve and 12" DR-14 C100 PVC Pipe:



Installation of T Assembly:



Clovenhoof Area Photos after project completion:

Upper Left Photo: Looking north just west of property addresses 18625 and 18610

Upper Right Photo: Looking south from near same location as described above

Lower Left Photo: Looking east from the west side of 18610

Lower Right Photo: Looking east on the driveway to 18610 near the water service line for property address 18590





10" Sewer

Unknown

6'

2"sch40 cap

22'

18" Sewer

4" Sewer Service

270'

2"sch40 cap

2" Curbstop Valve

Meter Pit

1" CTS Poly

106' 2" SCH40 PVC

1" Curbstop Valve

6.1'

6.1'

83'

2" Valve

Meter Pit

76'

6" Valve

13'

Rockbrook Rd

Cloven Hoof Rd

Cloven Hoof Rd

Cloven Hoof Rd

18623

18610

18620

MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this ____ day of _____ 20_____, by and between Forest View Acres Water District (hereinafter referred to as the "Client"), and JDS-Hydro, a Division of RESPEC Company, LLC (hereinafter referred to as the "Consultant").

WITNESSETH:

The Client desires to engage with JDS-Hydro 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 such 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 for Forest View Acres Water District (the "Services") as more fully described in any Task Orders associated with this Master Agreement (hereinafter referred to as the "Work"). 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 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.

- 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. 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@crsofcolorado.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
 Colorado Springs, CO 80919
 719-402-0018
mario.dipasquale@respec.com

Authority

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

- 5. 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.
- 6. 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.

7. 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. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.
19. 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.
20. 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 - Scope of Services

- 21. 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.
- 22. 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

JDS-Hydro, a Division of 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Black Hills Insurance Agency, Inc. 820 St. Joseph PO Box 3330 Rapid City SD 57709		CONTACT NAME: Rich Maguire PHONE (A/C, No, Ext): (605) 342-5555 FAX (A/C, No): (605) 342-7901 E-MAIL ADDRESS: richmaguire@blackhillsagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Company	NAIC # 25658
		INSURER B: Travelers Indemnity Company of Connecticut	25682
		INSURER C: Travelers Property Casualty Company of America	25674
		INSURER D: Standard Fire Insurance Company	19070
		INSURER E: Lexington Insurance Company	19437
		INSURER F:	
INSURED RE/SPEC Inc.; RESPEC Company, LLC PDC, Inc.; North Star Holding Company, LLC 3824 Jet Drive Rapid City SD 57703			

COVERAGES

CERTIFICATE NUMBER: CL2133120681

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			630-0D556518	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> XCU						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	AUTOMOBILE LIABILITY			810-8M968901	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-3N191090	04/01/2021	04/01/2022	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
DED: RETENTION \$								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3K232410	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional E&O Liability (including Contractors Pollution Liability)			026154209	04/01/2021	04/01/2022	EACH CLAIM	\$2,000,000
							AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Black Hills Insurance Agency, Inc.		NAMED INSURED RE/SPEC Inc.; RESPEC Company, LLC	
POLICY NUMBER _____		EFFECTIVE DATE: _____	
CARRIER _____	NAIC CODE _____		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Schedule of Named Insureds (General Liability, Commercial Auto & Workers Compensation):

RE/SPEC, Inc.
 RESPEC Company, LLC
 PDC, Inc. dba PDC Engineers
 North Star Holding Company, LLC
 Morgan Worldwide Consultants, Inc.
 SSG, LTD
 Mine Development Associates, Inc.
 TerraSource, LLC
 POD, Inc.

Schedule of Named Insureds (Engineering Professional Liability, IT Professional Liability, Data & Privacy Liability & Commercial Excess):

RE/SPEC, Inc.
 RESPEC Company, LLC
 PDC, Inc. dba PDC Engineers
 North Star Holding Company, LLC
 Morgan Worldwide Consultants, Inc.
 SSG, LTD
 Mine Development Associates, Inc.
 TerraSource, LLC
 POD, Inc.
 RESPEC Consulting, Inc.
 RSI Consulting, Inc.

Additional policy information:

Contractors Pollution/Professional Liability Excess
 Lexington Insurance Company 031428384 04/01/2021 - 04/01/2022 Each Claim/Aggregate \$3,000,000/\$3,000,000

Data & Privacy Liability (including IT Professional)
 ACE American Insurance Company EON G25610921 04/01/2021 - 04/01/2022 Each Claim/Aggregate \$5,000,000/\$5,000,000

Commercial Crime
 Travelers Casualty and Surety Company of America 106280540 04/01/2021 - 04/01/2022 Employee Theft \$2,000,000
 Employee Theft of Client \$2,000,000

Underlying Excess Schedule (Canadian Exposure):

Commercial General Liability
 Travelers Insurance Company of Canada UXTRV300846 04/01/2021 - 04/01/2022 Limit \$1,000,000/\$2,000,000

Employers Liability Coverage
 Travelers Insurance Company of Canada UXTRV300846 04/01/2021 - 04/01/2022 BI Each Occurrence Limit \$1,000,000 BI Each Employee Limit \$1,000,000

Hired & Nonowned Auto Liability
 Travelers Insurance Company of Canada UXTRV300846 04/01/2021 - 04/01/2022 Hired Automobile Limit \$1,000,000

Underlying Excess Schedule (Foreign Exposure):

Commercial General Liability
 Travelers Property Casualty Company of America ZPP-15S35008 04/01/2021 - 04/01/2022 Limit \$1,000,000/\$2,000,000

Employers Liability Coverage
 Travelers Property Casualty Company of America ZPP-15S35008 04/01/2021 - 04/01/2022 BI By Disease Employee Limit \$1,000,000 BI By Disease Each Employee Limit \$1,000,000 BI By Accident Each Accident Limit \$1,000,000

Hired & Nonowned Auto Liability
 Travelers Property Casualty Company of America ZPP-15S35008 04/01/2021 - 04/01/2022 Hired & Non-Owned Automobile Limit \$1,000,000

Coverage provided when contractually required:
 Blanket Additional Insured (except for Workers Compensation & Professional Liability)
 Blanket Waiver of Subrogation
 Blanket Primary & Non-contributory
 30-day notice of cancellation or material change
 Commercial Excess is written on following form basis

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
SCOPE OF SERVICES

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.

JDS-Hydro Consultants, a Division of RESPEC (JDS/RESPEC) currently serves as the District's engineer and wrote the ARPA grant fund application. JDS/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, JDS-Hydro Consultants, a Division of 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

- A. Finalize and add details to bring process and piping design drawings to 100%
- B. Coordinate with treatment package provider on final design
- C. Structural and Architectural design (if a building addition is selected)
- D. Plumbing plans for improvements to drain system and/or house water supply (if required)
- E. Electrical design
- F. 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.
- G. 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. We will follow-through with PPRBD on comments and modifications necessary to obtain approval.
- H. Prepare complete contract and technical specifications in CSI format for the project.
- I. Generate final drawings.
- J. 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:

- A. Coordinate invitation to bid.
- B. Prepare and distribute/post documents to bidders.
- C. Coordinate and attend pre-bid meeting and site walk-thru.
- D. Prepare addenda and answer questions during bidding, as necessary.
- E. Coordinate and attend bid opening; tabulate results.
- F. 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

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

Time of Performance: **Services Complete by February 2024**

PAYMENT TERMS

- / The estimated fee for each task i 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).

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.

2023 BILLING RATE SCHEDULE

COLORADO SPRINGS STAFF

Position	Hourly Rate
Principal	\$225
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

**FOREST VIEW ACRES WATER DISTRICT
CASH POSITION SUMMARY
Year to Date (YTD) as of January 31, 2023
Adjusted as of February 17, 2023**

Account Activity Item Description	CHECKING	INVESTMENTS		TOTAL ALL ACCOUNTS
	BOK Financial	ColoTrust Plus	Colostrust Edge	
Beginning balance per bank	\$ 154,116	\$ 203,748	\$ 809,520	\$ 1,167,384
YTD credits - Total deposits, wires and transfers	40,706	1,485	3,632	45,823
YTD debits - Total vouchers, wires and transfers	(97,753)	-	-	(97,753)
YTD bank balance	97,069	205,233	813,152	1,115,454
Less outstanding checks	(30,611)	-	-	(30,611)
YTD book balance	66,458	205,233	813,152	1,084,843
Current period activity				
Current period deposits	14,853	-	-	14,853
Current period payables	(16,770)	-	-	(16,770)
Current period automatic payables	(4,005)	-	-	(4,005)
Total current cash balance	\$ 60,536	\$ 205,233	\$ 813,152	\$ 1,078,921

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

Colorado Water Resources & Power Development Authority (Debt Schedule - Unaudited)				
	12/31/2022	2023	YTD 2023	2023
	Principal Balance	Principal Payment	Principal Balance	Interest Payment
Loan D12F295	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	\$ -
Loan D16F368	365,004.21	-	365,004.21	-
	\$ 1,415,004.21	\$ -	\$ 1,415,004.21	\$ -

FOREST VIEW ACRES WATER DISTRICT
ALLOCATION OF FUND BALANCES - CASH BASIS (NON-GAAP)
Year to Date (YTD) as of January 31, 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	-	-	1,020	1,020
Capital replacement fees	-	-	15,669	15,669
CSD Pool safety grant	-	-	-	-
Interest and unrealized gain/(loss)	4,425	-	-	4,425
Inclusion Red Rock	-	-	-	-
Late fees and penalties	-	330	-	330
Miscellaneous	-	-	-	-
Operations fees	-	12,535	-	12,535
Property taxes	-	-	-	-
Specific ownership taxes	693	-	-	693
Electric Provider Capital credit	-	-	-	-
Tap fees	-	-	-	-
Transfer fees	-	-	-	-
Water usage fees	-	11,151	-	11,151
Total YTD revenues	5,118	24,016	16,689	45,823
Beginning Fund Balances Plus YTD Revenues	146,158	487,459	521,667	1,155,284
Total YTD EXPENDITURES	(7,723)	(50,153)	(12,565)	(70,441)
ENDING FUND BALANCES	\$ 138,435	\$ 437,306	\$ 509,102	\$ 1,084,843

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 ONE MONTH ENDED JANUARY 31, 2023
Unaudited**

	Current Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 8%
REVENUES					
Property taxes	\$ -	\$ -	\$ 80,000	\$ (80,000)	0%
Specific ownership taxes	693	693	8,000	(7,307)	9%
Interest and unrealized gain/(loss)	4,425	4,425	5,000	(575)	89%
Total revenues	<u>5,118</u>	<u>5,118</u>	<u>93,000</u>	<u>(87,882)</u>	<u>6%</u>
EXPENDITURES					
Audit	-	-	14,000	(14,000)	0%
Directors' fees	500	500	9,100	(8,600)	5%
District management and accounting	2,975	2,975	16,000	(13,025)	19%
District website and push notifications	200	200	6,200	(6,000)	3%
Elections	-	-	5,000	(5,000)	0%
Insurance and SDA dues	300	300	14,000	(13,700)	2%
Legal	2,867	2,867	16,000	(13,133)	18%
Miscellaneous	360	360	4,000	(3,640)	9%
Postage	521	521	4,000	(3,479)	13%
Training and education	-	-	500	(500)	0%
Treasurer fees	-	-	1,200	(1,200)	0%
US Forest Service	-	-	350	(350)	0%
Emergency reserve	-	-	2,800	(2,800)	0%
Total expenditures	<u>7,723</u>	<u>7,723</u>	<u>93,150</u>	<u>(85,427)</u>	<u>8%</u>
EXCESS OF EXPENDITURES OVER REVENUES	<u>(2,605)</u>	<u>(2,605)</u>	<u>(150)</u>	<u>(2,455)</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>\$ (2,605)</u>	<u>\$ (2,605)</u>	<u>\$ (200,150)</u>	<u>\$ 197,545</u>	
BEGINNING FUND BALANCE		<u>141,040</u>			
ENDING FUND BALANCE		<u>\$ 138,435</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 ONE MONTH ENDED JANUARY 31, 2023
Unaudited**

	Current Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 8%
REVENUES					
Late fees and penalties	\$ 330	\$ 330	\$ 3,000	\$ (2,670)	11%
Miscellaneous	-	-	1,000	(1,000)	0%
Operations fees (\$40/month; 338 accounts)	12,535	12,535	162,240	(149,705)	8%
Transfer fees	-	-	3,000	(3,000)	0%
Water usage fees (Tiered)	11,151	11,151	182,000	(170,849)	6%
Total revenues	24,016	24,016	351,240	(327,224)	7%
EXPENDITURES					
General					
Bank fees	53	53	1,000	(947)	5%
Billing	4,273	4,273	21,000	(16,727)	20%
District management and accounting	5,766	5,766	31,000	(25,234)	19%
Meter reading and maintenance	3,162	3,162	5,000	(1,838)	63%
Meter replacement	-	-	3,000	(3,000)	0%
Miscellaneous	1,074	1,074	3,500	(2,426)	31%
Remote read data charge (Badger/Nat'l Meter)	-	-	3,800	(3,800)	0%
Utilities - refuse collection (Tri Lakes)	-	-	400	(400)	0%
Subtotal - General expenditures	14,328	14,328	68,700	(54,372)	21%
Surface Water Treatment Plant - 002					
Operator In resp chg (SWTP)	6,443	6,443	30,000	(23,557)	21%
Repairs and maintenance	1,116	1,116	12,000	(10,884)	9%
Supplies and chemicals	243	243	8,700	(8,457)	3%
Telephone	-	-	600	(600)	0%
Utilities - electric (CORA)	76	76	3,000	(2,924)	3%
Water testing	-	-	1,000	(1,000)	0%
Subtotal - SWTP expenditures	7,878	7,878	55,300	(47,422)	14%
Arapahoe Treatment Plant - 000					
Operator In resp chg (ORC)	2,316	2,316	25,000	(22,684)	9%
Repairs and maintenance	937	937	6,000	(5,063)	16%
Supplies and chemicals	673	673	4,500	(3,827)	15%
Telephone	198	198	2,500	(2,302)	8%
Utilities - electric (IREA 18852 Rockbrook)	2,215	2,215	28,000	(25,785)	8%
Utilities - gas	369	369	2,500	(2,131)	15%
Utilities - sewer treatment (PLS)	252	252	3,500	(3,248)	7%
Water testing	-	-	4,000	(4,000)	0%
Subtotal - ATP expenditures	6,960	6,960	76,000	(69,040)	9%
Booster Station					
Utilities - booster electric (CORA)	843	843	8,000	(7,157)	11%
Operations & maintenance - Booster	-	-	2,000	(2,000)	0%
Subtotal - Booster Station	843	843	10,000	(9,157)	8%
Other Expenditures					
Distribution repairs and maintenance	20,144	20,144	40,000	(19,856)	50%
Contingency	-	-	25,000	(25,000)	0%
Subtotal - other expenditures	20,144	20,144	65,000	(44,856)	31%
Total expenditures	50,153	50,153	275,000	(224,847)	18%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(26,137)	(26,137)	76,240	(102,377)	-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	\$ (26,137)	(26,137)	\$ 176,240	\$ (202,377)	
BEGINNING FUND BALANCE		463,443			
ENDING FUND BALANCE		\$ 437,306			

**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 ONE MONTH ENDED JANUARY 31, 2023
Unaudited**

	Current Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 8%
REVENUES					
Availability of service fees (\$20/month; 17 accounts)	\$ 1,020	\$ 1,020	\$ 4,080	\$ (3,060)	25%
Capital replacement fee (\$50/month; 338 accounts)	15,669	15,669	202,800	(187,131)	8%
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>16,689</u>	<u>16,689</u>	<u>547,880</u>	<u>(531,191)</u>	<u>3%</u>
EXPENDITURES					
CWRPDA & DWRF principal	-	-	123,804	(123,804)	0%
CWRPDA & DWRF interest	-	-	7,182	(7,182)	0%
Arapahoe Treatment Plant improvements	-	-	10,000	(10,000)	0%
District management and accounting	4,648	4,648	20,000	(15,352)	23%
Engineering	2,124	2,124	24,000	(21,876)	9%
Inclusions - Red Rock Acres	-	-	5,000	(5,000)	0%
Easements (Taylor & KVDG)	-	-	35,000	(35,000)	0%
Mapping	-	-	17,500	(17,500)	0%
Clovenhoof Easement & Pipeline (w/ Palmer Lake Sewer)	2,858	2,858	380,000	(377,142)	1%
SWTP improvements - filter upgrade	-	-	300,000	(300,000)	0%
Capital replacement	-	-	10,000	(10,000)	0%
Monument Interconnect	2,935	2,935	287,000	(284,065)	1%
Total expenditures	<u>12,565</u>	<u>12,565</u>	<u>1,219,486</u>	<u>(1,206,921)</u>	<u>1%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>4,124</u>	<u>4,124</u>	<u>(671,606)</u>	<u>675,730</u>	<u>-1%</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>\$ 4,124</u>	<u>4,124</u>	<u>\$ (571,606)</u>	<u>\$ 575,730</u>	
BEGINNING FUND BALANCE		<u>504,978</u>			
ENDING FUND BALANCE		<u>\$ 509,102</u>			

Run Type: Cycle
Cycle Code: A, Run Number: 968, Billing From: 02.01.2023 To 02.28.2023, Updated: Yes

Billing Summary Recap / Totals

No Of Bills:	339
No Estimated:	14
Consumption:	1,269,383
Miscellaneous Charge Amount:	0.00
Service Amount Billed:	42,112.70
Service Adjustments:	6.50
Fuel Adjustments:	0.00
Tax Amount:	0.00
Service Arrears:	3,037.07
Penalties:	658.94
Deposits Applied:	0.00
Current Interest Applied:	0.00
Previous Interest Applied:	0.00
New Balance:	45,815.21
Budget Billings:	0.00
Payment Plan Amounts:	0.00

FVAWID Water Taps - Current 02/16/2023

Ck #	Date	Property Address	Parcel #	Location # in billing system	Pre-paid Tap
2007	12,500.00	9/30/2007			
	not collected	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	13530	Pre-paid Tap
	not collected	7/16/2009 4531 Red Rock Ranch Dr	Lot 14	13520	Pre-paid Tap
2010	16,000.00	6862 7/31/2010 4620 Limestone Rd	Lot 6	13370	Pre-paid Tap
	not collected	2/5/2011 4630 Red Rock Ranch Dr		13610	
2011	16,000.00	2017 5/13/2011 18425 Stone View Rd.		13000	
	16,000.00	5189 8/5/2011 4445 Sandstone Dr.		13050	
	not collected	9/19/2011 4631 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 4580 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 18625 Mesa Verde Rd (3750 El Rancho Way)	Lot 7	13040	Pre-paid Tap
	1,000.00	1029 1/10/2014 4670 Red Rock Ranch	Lot 3	13420	Pre-paid Tap
2014	1,000.00	7478 1/22/2014 4570 Red Rock Ranch Dr.	Lot 19	13560	Pre-paid Tap
	not collected	4/31/2014 4620 Redstone Ridge Rd		13650	
	16,000.00	13849 7/24/2014 3520 Mesa Verde Rd	Lot 1	13400	Pre-paid Tap
	1,000.00	2161 10/2/2014 4510 Red Rock Ranch Rd		12980	
2015	16,000.00	1450 1/16/2015 18240 StoneView Rd.	Lot 23	13600	Pre-paid Tap
	1,000.00	2030 3/4/2015 4619 Redstone Ridge Rd		13649	
	16,000.00	5858 5/8/2015 18805 Cloven Hoof Dr.	Lot 1, Rockwood Minor Subdivision	13654	Hans Tuft paid for lots 2&3 but intended to pay for lots 1&2 - now reappled
	not collected	2645 3/25/2018 4949 Redstone Ridge Road		13280	
	16,000.00	14916 7/22/2015 2840 Lake Meadow Dr.	Lot 11	13490	Pre-paid Tap
2016	1,000.00	3028 3/1/2016 4631 Red Rock Ranch Dr.	Lot 15	13642	Pre-paid Tap
	1,000.00	3244 6/6/2016 4531 Red Rock Ranch Dr.		13651	
	16,000.00	11289 10/22/2016 3580 Mesa Verde Rd	Lot 2	13410	Pre-paid Tap
	1,000.00	1095 1/18/2016 4550 Red Rock Ranch Dr.	Lot 22	13590	Pre-paid Tap
	not collected	7428 1/18/2016 3550 Mesa Verde Rd.	Lot 21	13580	Pre-paid Tap
2017	1,000.00	2844547 8/18/2017 4660 Redstone Ridge		13270	no street number on Assessor's website or in billing system - owner McGinnis
	16,000.00	15997 12/11/2017 18815 Rockbrook Rd		13160	
	16,000.00	1003 3/12/2018 18445 Pixie Park Road	Lot 2, Rockwood Minor Subdivision	13656	Hans Tuft paid for lots 2&3 but intended to pay for lots 1&2 - now reappled
	16,000.00	2645 3/25/2018 4909 Redstone Ridge	Lot 9	13470	Pre-paid Tap
2018	1,000.00	2589 4/5/2018 4671 Red Rock Ranch Dr.		13290	Balance owed \$15,000 (\$500 per month for 30 months)
	16,000.00	202 8/31/2018 3885 Sierra Vista Rd	Lot 5	13440	Pre-paid Tap
	500.00	49690925 10/26/2018 3885 Sierra Vista Rd		13290	Balance remaining \$14,000
	1,000.00	995055 1/16/2018 4610 Red Rock Ranch Dr.		13290	Balance remaining \$13,000
	500.00	58056911 1/27/2018 3885 Sierra Vista Rd		13290	Balance remaining \$12,000
2019	500.00	75712026 1/31/2019 3885 Sierra Vista Rd		13290	Balance remaining \$11,500
	500.00	81906723 2/21/2019 3885 Sierra Vista Rd		13290	Pre-paid Tap
	500.00	91145877 3/28/2019 3885 Sierra Vista Rd		13290	Balance remaining \$11,000
2019	500.00	98576002 4/25/2019 3885 Sierra Vista Rd	Lot 20	13570	Pre-paid Tap
	1,000.00	717 5/1/2019 4640 Redstone Ridge		13290	Balance remaining \$11,000
	500.00	7472910 5/28/2019 3885 Sierra Vista Rd		13290	Balance remaining \$10,500
	500.00	41960018 6/28/2019 3885 Sierra Vista Rd		13290	Balance remaining \$10,000
	31,000.00	30832 7/1/2019 18439 Forest View Rd		13661	Balance remaining \$9,500
	500.00	48478693 7/18/2019 3885 Sierra Vista Rd		13290	Balance remaining \$9,000
	500.00	58270979 8/28/2019 3885 Sierra Vista Rd		13290	Balance remaining \$8,500
	31,000.00	80057045 9/19/2019 18401 Forest View Rd		13662	Balance remaining \$8,000
	500.00	65682442 9/27/2019 3885 Sierra Vista Rd		13290	Balance remaining \$7,500
	500.00	73974458 10/31/2019 3885 Sierra Vista Rd		13290	Balance remaining \$7,000
	500.00	81858109 11/27/2019 3885 Sierra Vista Rd		13290	Balance remaining \$6,500
	500.00	89256725 12/27/2019 3885 Sierra Vista Rd		13290	Balance remaining \$6,000
2020	500.00	97588646 1/31/2020 3885 Sierra Vista Rd		13290	Balance remaining \$5,500
	500.00	36829684 2/28/2020 3885 Sierra Vista Rd		13290	Balance remaining \$5,000
	500.00	11640034 3/24/2020 3885 Sierra Vista Rd		13020	Balance remaining \$4,500
	31,000.00	9474713122 4/16/2020 4820 Limestone Rd		13290	Balance remaining \$4,000
	500.00	18902826 4/28/2020 3885 Sierra Vista Rd		13290	Balance remaining \$3,500
	500.00	37309030 5/27/2020 3885 Sierra Vista Rd		13290	Balance remaining \$3,000
	500.00	44103070 6/30/2020 3885 Sierra Vista Rd		13290	Balance remaining \$2,500
	4,500.00	46327832 6/30/2020 3885 Sierra Vista Rd		13290	Balance remaining \$2,000
	31,000.00	6209 8/25/2020 18365 Forest View Rd	Morton	13665	
	31,000.00	8090 9/24/2020 18320 Stone View Rd	Britton	13666	

31,000.00	5861	11/2/2020	18755 Rockbrook Rd						Baxter	13300
31,000.00	2896	12/22/2020	18300 Stone View Rd (lot 4 Blk 5)(recently numbered)					Lot 8	Bertz	13663
1,000.00	1911	5/27/2021	4691 Red Rock Ranch Dr						Smith sold to Tapper 7/14/2020 -Pre-paid Tap	13460
31,000.00	1232	9/29/2021	4840 Limestone Rd						Riley	13030
31,000.00	Wire Transfer	3/4/2022	3630 Mesa Verde Rd						DIY Properties, LLC (David Yack)	13200
31,000.00	1003/1004/1005	3/25/2022	4855 Sandstone Rd						Matthew & Julie Burmeister	12990
			Future Projected Taps							
			4910 Redstone Ridge (renumbered to 4690 Red Rock Ranch Rd)					Lot 3, Rockwood Minor Subdivision	Tap Fee Unpaid - no meter installed per Gabby	13657
			4625 Red Forest Rd						Lambe	12970
			(7117005028) Location 17-11-67 (County Assessor shows 00 Redstone Ridge Rd address)						Tracy Walters	13010
			2895 Lake Meadow Dr						Jacinto	13100
			18105 Stone View Rd						Michaels	13110
			Shiloh Pines Dr (Lot 43 Blk2 Shiloh Pines Sub)						Burke - Schedule #7116401003 (purchased 8/10/2022)	13130
			3715 El Rancho Way						Lucent	13140
			18335 Pixie Park Rd						Cressman	13150
			4511 Red Rock Ranch Dr, was 18495 Pixie Park Rd					7117004016	Current	13170
			3515 Range View Rd						Zengerle/Acree	13180
			3560 Range View Rd						Zengerle/Acree	13190
			4310 Red Forest Rd						Ernest - Emailed water tap application per request 09.28.2021	13230
			3890 Range View Rd						Pryor	13310
			4549 Redstone Ridge Rd						Benzleski	13652
			18325 Forest View Rd						Jensen	13664
			18545 Vista View Dr						Kittelson	13667
			18565 Vista View Dr						Kittelson	13668
			18595 Vista View Dr						Nevins - (no AOS fees charged due to agreement	13669

Forest View Acres
 VENDOR CHECK REGISTER REPORT
 Payables Management

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	2/22/2023
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
05351	BADGER METER	Badger Meter	2/22/2023	BOKF	PMCHK00000523	\$920.08
05352	HOGAN	Brad Hogan	2/22/2023	BOKF	PMCHK00000523	\$550.22
05353	CRS	CRS of Colorado	2/22/2023	BOKF	PMCHK00000523	\$7,099.22
05354	DAVID PHETEPLAC	David Pheteplace	2/22/2023	BOKF	PMCHK00000523	\$100.00
05355	DUI	Diversified Underground, Inc.	2/22/2023	BOKF	PMCHK00000523	\$1,116.00
05356	EZ	Eckehart Zimmerman	2/22/2023	BOKF	PMCHK00000523	\$100.00
05357	MQ	Matt Quinlan	2/22/2023	BOKF	PMCHK00000523	\$100.00
05358	WILKINS	Nancy Wilkins	2/22/2023	BOKF	PMCHK00000523	\$100.00
05359	ORC	ORC Water Professionals, Inc	2/22/2023	BOKF	PMCHK00000523	\$5,801.36
05360	PAUL MCKEAN	Paul McKean	2/22/2023	BOKF	PMCHK00000523	\$100.00
05361	PSI	Progressive Services, Inc.	2/22/2023	BOKF	PMCHK00000523	\$1,365.25
05362	UNCC	Utility Notification Center of	2/22/2023	BOKF	PMCHK00000523	\$18.06
05363	V. GUTHRIE	Vincent Guthrie	2/22/2023	BOKF	PMCHK00000523	\$100.00
EFT000000000007	BHE	Black Hills Energy	2/22/2023	BOKF	PMCHK00000524	\$181.66
EFT000000000008	IREA	CORE Electric Cooperative	2/22/2023	BOKF	PMCHK00000524	\$2,573.91
EFT000000000009	MVEA	Mountain View Electric Assn.	2/22/2023	BOKF	PMCHK00000524	\$998.00
EFT000000000010	PLS	Palmer Lake Sanitation	2/22/2023	BOKF	PMCHK00000524	\$251.07
Total Checks: 17						
						Total Amount of Checks: \$21,474.83

**Payables Invoices
Forest View Acres
February 2023**

Current Payables						
Invoice #	Date of Service	Vendor	Description	Itemized	Amount Due	
1556422	02/01/23	Badger Meter	Meter Replacement		\$	920.08
01.31.23	02/01/23	CRS of Colorado	District Management	\$	5,600.00	
			Special Services	\$	1,096.00	
			Office Supplies - Postage	\$	303.22	
			District Websie Maintenance	\$	100.00	
					\$	7,099.22
27039	01/31/23	Diversified Underground, Inc	Distribution Repairs and Maintenance		\$	1,116.00
257001	01/31/23	ORC Water Professionals, Inc	Operator in Resp Chg - SWTP	\$	1,241.69	
			Operator in Resp Chg (ORC)	\$	2,349.12	
			Distribution Repairs and Maint	\$	872.54	
			Miscellaneous Expense	\$	134.24	
			Meter Reading and Maintenance	\$	771.86	
			Supplies/Chemicals	\$	431.91	
					\$	5,801.36
135444	01/30/23	Progressive Services	Office Supplies		\$	1,365.25
223010565	01/31/23	Utility Notification Center of Colorado	Distribution Repairs and Maintenance		\$	18.06
1.26.23	01/26/23	Brad Hogan	Miscellaneous Expense		\$	450.22
REG MTG 2.22.23		Brad Hogan	Director fee		\$	100.00
REG MTG 2.22.23		David Pheteplace	Director fee		\$	100.00
REG MTG 2.22.23		Matt Quinlan	Director fee		\$	100.00
REG MTG 2.22.23		Nancy Wilkins	Director fee		\$	100.00
REG MTG 2.22.23		Paul McKean	Director fee		\$	100.00
REG MTG 2.22.23		Eckehart Zimmerman	Director fee		\$	100.00
REG MTG 2.22.23		Vincent Guthrie	Director fee		\$	100.00
					Total \$	17,470.19

Electronic payments including ACH payments and Wire transfers						
Invoice #	Date of Service	Vendor	Description	Itemized	Amount Due	
4505 5321 16	01/19/23	Black Hills Energy	Gas		\$	181.66
21119200	01/18/23	CORE Electric Cooperative	Electric		\$	2,573.91
30030100	01/25/23	Mountain View Electric Association	Electric		\$	824.00
30030200	01/25/23	Mountain View Electric Association	Electric		\$	174.00
2.1.23	02/01/23	Palmer Lake Sanitation	Sanitation		\$	251.07
					Total	\$ 4,004.64

GRAND TOTAL \$ 21,474.83

FVAWD - LOOK AHEAD SCHEDULE

Current Tasks & Projects		Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
1	Regular Monthly Board Mtgs (Every 4th Wed @ 6pm)	X	X	X	X	X	X	X	X	X	X	X	X
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	X	X	X	X	X	X	X	X	X	X	X
4	Taylor Easement	X	X	X	X	X	X	X	X	X	X	X	X
5	Pursue Power to New Booster Station for Interconnect	X	X	X	X	X	X	X	X	X	X	X	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 Engagement Letter from Vranesh & Ralsch	X	X	X	X	X	X	X	X	X	X	X	X
8	Review Contract from Respec to Provide Engineering Services	X	X	X	X	X	X	X	X	X	X	X	X
9	Review and Discuss 5 Year Capital Plan	X	X	X	X	X	X	X	X	X	X	X	X
10	Red Rock Acres Residential Development Project	X	X	X	X	X	X	X	X	X	X	X	X
11	Research Solutions to Freezing of Inlet Pipeline	X	X	X	X	X	X	X	X	X	X	X	X
12	Research & Review Electrical Power Usage and Rates	X	X	X	X	X	X	X	X	X	X	X	X
13	Review Fire Hydrants and System	X	X	X	X	X	X	X	X	X	X	X	X

Annual Items		Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
1	SDA Conference												
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											15	
8	Forest Service Fee											X	
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							
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