FAIRWAYS METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150 Lakewood, Colorado 80228-1898 Tel: 303-987-0835 • 800-741-3254 Fax: 303-987-2032

NOTICE OF REGULAR MEETING AND AGENDA OF THE BOARD OF DIRECTORS OF THE FAIRWAYS METROPOLITAN DISTRICT AND OF THE WASTEWATER UTILITY ENTERPRISE

Board of Directors: Wilmer "Catt" Wilson Gerald "Jerry" Schram Jeffrey "Jeff" Reh Doug Bacon VACANT Office: President Treasurer Assistant Secretary Assistant Secretary Term/Expiration: 2023/May 2023 2023/May 2023 2025/May 2023 2025/May 2023 2025/May 2023

Secretary Director Emeritus

Jon Pavlovic

DATE:April 20, 2023 (Thursday)TIME:5:30 P.M.PLACE:Zoom Meeting

https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09

Phone Number: 1 (253) 215-8782 Meeting ID: 546 911 9353 Passcode: 912873

- I. COMMUNITY COMMENTS
 - A.

II. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.
- B. Approve Agenda; confirm location of meeting and posting of meeting notices.
- C. Acknowledge resignation of Steve Beck as District Secretary and consider appointment of David Solin as new District Secretary.
- D. Review and approve Minutes of the January 9, 2023 Regular Meeting (enclosure).

Fairways Metropolitan District April 20, 2023 Agenda Page 2

E. Discuss results of the cancelled of May 2, 2023 Regular Directors' Election (enclosure).

III. FINANCIAL MATTERS

A. Review and ratify the approval of the payment of claims as follows (enclosures):

Fund	eriod ending uary 31, 2023	eriod ending eb. 28, 2023	eriod ending arch 31, 2023
General	\$ 5,057.97	\$ 8,602.64	\$ 5,296.06
Capital	\$ -0-	\$ -0-	\$ -0-
Enterprise	\$ 16,138.85	\$ 10,332.71	\$ 20,534.86
Total Claims	\$ 21,196.82	\$ 18,935.35	\$ 25,830.92

B. Review and accept the unaudited preliminary financial statements and cash position schedule for the period ending March 31, 2023 (enclosure).

IV. LEGAL MATTERS

A. Review and consider approval of Memorandum of Understanding with Lake Valley Golf Club (enclosure).

V. ENGINEERING / OPERATIONS MATTERS

- A. Operator's Report (enclosures).
 - 1. Discuss scheduling a tour of the plant.
- B. Monthly Status Report (to be distrusted).
 - 1. Discuss status of operating, replacement and ordered aerators.
 - 2. Discuss status of compressor.

- 3. Discuss 2023 Priorities.
 - a. Bar screen (enclosures).
- 4. Discuss manhole sealing along Country Club.
- 5. Discuss the status of calibration of the influent meter.
- C. Review proposals from Green Valley Landscape and Alpen Fence & Barrier for the installation of field gates and pull-out walking gate. Consider approval to proceed for chosen option (enclosures).

- D. Discuss Discharge Permit renewal.
- E. Engineer's Report (to be distributed).
- F. Engineering Committee Report (to be distributed).

VI. OTHER MATTERS

A. Discuss status of the extra pond covers.

VII. ADJOURNMENT <u>THE NEXT REGULAR MEETING IS SCHEDULED FOR JULY</u> <u>10, 2023</u>

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE FAIRWAYS METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WASTEWATER UTILITY ENTERPRISE HELD JANUARY 9, 2023

A Regular Meeting of the Board of Directors of the Fairways Metropolitan District (the "District") and the Board of Directors of the Wastewater Utility Enterprise (referred to hereafter collectively as the "Board") was duly called and held on Monday, the 9th day of January, 2023, at 5:30 p.m. The District Board meeting was held by teleconference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Wilmer "Catt" Wilson Gerald "Jerry" Schram

Also In Attendance Were:

Steve Beck and Larry Loften; Special District Management Services, Inc.

Thomas George Esq.; Spencer Fane LLP

Gabrielle Begeman; ORC Water Professionals, Inc. ("ORC")

Jon Pavlovic; Director Emeritus

Marta Galnick; Resident and liaison between the District and the Lake Valley Golf Course

Jeffrey "Jeff" Reh and Doug Bacon; Board Candidates

Scott Hemphill; Resident

COMMUNITY COMMENTS **<u>Community Comments</u>**: There were no community Comments.

RECORD OF PROCEEDINGS

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST	Disclosure of Potential Conflicts of Interest : Mr. Beck noted that a quorum was present and discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. There were no additional disclosures made.
ADMINISTRATIVE MATTERS	Agenda: Mr. Beck reviewed with the Board a proposed Agenda for the District's Regular Meeting.
	Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Agenda was approved, as presented.
	<u>Minutes</u> : Mr. Beck reviewed with the Board the Minutes of the October 10, 2022 Regular Meeting.
	Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board approved the Minutes of the October 10, 2022 Regular Meeting, as presented.
	<u>Resident Notices and Website</u> : Mr. Loften discussed with the Board the flyers, handouts, notices and postings on the website regarding the aerators. Director Bacon will print the flyers, handouts, and notices as well as post.
	Following discussion, upon motion duly made by Director Wilson, seconded by Director Schram and, upon vote, unanimously carried, the Board approved printing of the flyers, handouts, notices and posting, in an amount not to exceed \$750.00.
	<u>Vacant Positions, 2023 Election and Self-Nomination Forms</u> : Mr. Beck and Attorney George discussed with the Board the vacant positions, 2023 Election and Self-Nomination Forms.
	Appointment of Director : Mr. Beck and Attorney George discussed with the Board the vacancies on the Board. Mr. Reh and Mr. Bacon discussed with the Board their interest in being appointed to the Board.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board appointed Mr. Reh and Mr. Bacon to fill the vacant positions on the Board of Directors. The Oaths of Office were administered.

<u>Appointment of Officers</u>: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Schram, seconded by Director Willson and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Wilmer Wilson
Treasurer	Gerald Schram
Secretary	Steve Beck
Assistant Secretary	Jeffrey Reh
Assistant Secretary	Doug Bacon

<u>FINANCIAL</u> MATTERS

<u>Claims</u>: Mr. Beck reviewed with the Board the payment of claims through the periods ending as follows:

Fund	eriod ending et. 31, 2022	eriod ending ov. 30, 2022	eriod ending ec. 31, 2022
General	\$ 8,815.28	\$ 7,136.09	\$ 10,023.69
Capital	\$ -0-	\$ -0-	\$ -0-
Enterprise	\$ 6,738.47	\$ 27,761.28	\$ 19,301.73
Total Claims	\$ 15,553.75	\$ 34,897.37	\$ 29,325.42

Following review and discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board ratified approval of the payment of the claims, as presented.

Cash Position Schedule for the Period Ending December 31, 2022: Mr. Beck presented to The Board an unaudited preliminary financial statements and cash position schedule for the period ending December 31, 2022.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board approved the unaudited preliminary financial statements and cash position schedule for the period ending December 31, 2022. The Board further authorized Mr. Beck to transfer the Liquid Asset Funds the Colorado Trust to lower the balance in the Express Bill Pay Account.

LEGAL MATTERS Memorandum of Understanding ("MOU") between the District and Lake Valley Golf Club ("LVGC"): Mr. Pavlovic presented to the Board a draft of the proposed Memorandum of Understanding with Lake Valley Golf Club. The Board noted that the MOU needed the amount paid to the golf course, responsibility of the meters and the calibration of the meters updated before approval can be given. Mr. Pavlovic will revise. No action was taken.

Monthly Operations Reports from ORC Water Professionals, Inc. ("ORC"): **ENGINEERING**/ **OPERATIONS** Ms. Begeman reviewed with the Board the Monthly Operations Reports from ORC. The Board discussed with Ms. Begeman list of items to do on a regular monthly basis. Ms. Begeman informed the Board she could not provide the exact hours in operations as there is no clock or meter to record.

> **Operator's Report**: Ms. Begeman presented to the Board the Operations Report. Mr. Pavlovic and Ms. Begeman discussed the state inspection report and possibility of a penalty. Ms. Begeman noted to ensure complete compliance with State requirement a composite sample is required and informed the Board the need to purchase an additional composite sampler for the treated effluent.

> Following discussion, upon motion duly made by Director Wilson, seconded by Director Schram and, upon vote, unanimously carried, the Board approved the purchase of an additional composite sampler for the treated effluent, in an amount not to exceed \$5,000.00.

Aerators:

Status of the Replacement of the Aerators and Timeline for Repair: Mr. Beck and Ms. Begeman discussed with the Board the need for new replacement aerators and noted the need for a quote from Aqua-Aerobic Systems, Inc.

Following discussion, upon motion duly made by Director Schram, seconded by Director Schram and, upon vote, unanimously carried, the Board approved the purchase of two 20 horsepower aerators, in an amount not to exceed \$40,000.

MATTERS

<u>New Aerators</u>: Mr. Beck and Ms. Begeman discussed with the Board the status of the two new aerators.

<u>Operating Aerators and Timeline for Repair</u>: Ms. Begeman reported to the Board the District has six aerators and only one is currently working. She noted the ponds are frozen and the aerators cannot be repaired.

<u>Proactively Repairing/Cleaning Non-Functioning Aerators as they Go Down</u>: Mr. Beck and Ms. Begeman discussed with the Board proactively repairing/cleaning non-functioning aerators as they go down.

<u>Air Compressor</u>: Mr. Pavlovic and Ms. Begeman discussed with the Board the recommendation from DynaSand for a new compressor and informed the Board that upon installation of a new compressor the old compressor will need to be demolished. No action was taken

2023 Priorities:

Bar Screen: Mr. Pavlovic discussed with the Board the proposed Screen Site Plan and the Preliminary Cost Report dated November 9, 2022 totaling \$407,000. No action was taken.

<u>Sludge removal from pond</u>: Mr. Beck and Ms. Begeman discussed with the Board need of the sludge removal from pond.

Following discussion, upon motion duly made by Director Wilson, seconded by Director Schram and, upon vote, unanimously carried, the Board approved Director Wilson to engage the Sludge removal from pond not to exceed \$50,000.00.

<u>2023 Schedule for Site Visits</u>: The Board discussed with Ms. Begeman how often the plant was schedule for a site visit, Ms. Begeman stated the plant was scheduled for weekly visits on Monday and Friday, but she noted she will visit as necessary.

Issues with the Plant: Mr. Beck and Ms. Begeman discussed with the Board the process to notify the District when there are issues with the plant. It was noted ORC will contact Mr. Beck or Mr. Loften immediately, upon when Mr. Beck or Mr. Loften will contact the Board.

Monthly Status Report: The Board discussed adding a monthly status report.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board approved the addition of a monthly status report from ORC.

<u>Manhole Sealing along Country Club</u>: Mr. Beck, Mr. Pavlovic and Ms. Begeman discussed with the Board a need for guidance to cut roots, especially manhole 36 and to raise manholes within the system. No action was taken by the Board.

<u>Calibration of the Influent Meter</u>: Ms. Begeman discussed with the Board the status of calibration of the influent meter. It was noted Ms. Begeman will obtain a quote to calibrate the influent meters.

Fence, Gate and Signage: Mr. Pavlovic, Mr. Loften and Mr. Beck reviewed quotes and the need for a fence, gate and signage. The Board directed Mr. Loften to contact Alex Nguyen with Green Valley Landscape & Lawn Maintenance, LLC for a quote on a fence. No action taken was taken by the Board

Engineer's Report: There was no report available at this time.

Engineering Committee Report: The Board reviewed the Engineering Committee Report and discussed the engineers' recommendations for bar a screen. The Board directed Mr. Beck to contact Martin/Martin Consulting Engineers and Kimley-Horn for a review and recommendations for a bar screen.

OTHER MATTERS Synthetic Wipe Study Design Proposals for Mechanical Treatment: This topic was discussed with the bar screen under Engineering and Operation Matters.

Extra Pond Covers: Mr. Pavlovic and Mr. Beck informed the Board there is no response from the engineer on how to dispose of extra pond covers. No action was taken.

ADJOURNMENT There being no further business to come before the Board at this time, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: ____

Secretary for the Meeting

NOTICE OF CANCELLATION and CERTIFIED STATEMENT OF RESULTS §1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

NOTICE IS HEREBY GIVEN by the Fairways Metropolitan District, Boulder County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 2, 2023 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

Name	Term
Douglas Bacon	Next Regular Election, May 2025
Scott Hemphill	Next Regular Election, May 2025
Doug Wendel	Next Regular Election, May 2025
Catt Wilson	Second Regular Election, May 2027
Vacant	Second Regular Election, May 2027

<u>/s/ Steve Beck</u> (Designated Election Official)

Contact Person for the District: Telephone Number of the District: Address of the District: District Facsimile Number: District Email:

Steve Beck 303-987-0835 141 Union Boulevard, Suite 150, Lakewood, CO 80228 303-987-2032 sbeck@sdmsi.com

Fairways Metropolitan District January-23

Vendor	Invoice #	Date	Due Date	Aı	mount	Expense Account	Account Number
Badger Meter Inc	80115574	12/29/2022	12/29/2022	\$	3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	DE73000902-22	11/30/2022	11/30/2022	\$	100.00	Chemicals	4-782
Freedom Mailing Service, Inc	44428	1/4/2023	2/3/2023	\$	165.44	Billing Service	1-616
Lake Valley Golf Club	2023 January	1/18/2023	1/18/2023	\$	550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	256872	12/31/2022	12/31/2022	\$	156.00	Permits and Testing	4-780
ORC Water Professionals, Inc	256872	12/31/2022	12/31/2022	\$	2,202.48	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	256872	12/31/2022	12/31/2022	\$	1,082.55	Plant Operator	4-755
Path Point Merchant Services Llc	400743 12-2022	12/1/2022	1/12/2023	\$	6.43	Billing Service	1-616
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$	8.00	Supplies and Expenses	1-690
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$	345.00	Billing Service	1-616
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$	991.60	Accounting	1-612
Special District Management Services	Dec-22	12/31/2022	12/31/2022	\$	3,004.40	Administrative Services	1-614
Spencer Fane, LLP	1160557	12/31/2022	12/31/2022	\$	522.00	Legal	1-675
Velocity Plant Services	202255	12/22/2022	1/18/2023	\$	9,536.00	Plant Maintenance & Repair	4-750
Xcel Energy	808540563	12/15/2022	12/15/2022	\$	2,508.02	Utilities	4-790
Xpress Bill Pay	70979	12/31/2022	1/5/2023	\$	15.10	Billing Service	1-616

\$21,196.82

Fairways Metropolitan District January-23

		General	(Capital	Enterprise	Totals
Disbursements	\$	5,057.97			16,138.85	\$ 21,196.82
Payroll						\$ -
Total Disbursements from Checking Acc	ct\$	5,057.97	\$	-	\$ 16,138.85	\$ 21,196.82

Fairways Metropolitan District February-23

Vendor	Invoice #	Date	Due Date	Ar	nount	Expense Account	Account Number
Badger Meter Inc	80118171	1/30/2023	1/30/2023	\$	3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	DE73000988-22	12/31/2022	12/31/2022	\$	100.00	Chemicals	4-782
DPC Industries, Inc	737000108-23	1/5/2023	1/5/2023	\$	2,323.46	Chemicals	4-782
Diversified Underground, Inc.	27037	1/31/2023	1/31/2023	\$	150.00	Utilities	4-790
Fast Signs	287-62033	1/25/2023	1/25/2023	\$	385.44	Supplies and Expenses	1-690
Fast Signs	9806755	1/31/2023	1/31/2023	\$	60.00	Supplies and Expenses	1-690
Gerald Schram	1/9/23- Meeting	1/9/2023	1/9/2023	\$	92.35	Director Fees Payable	1-314
Lake Valley Golf Club	2023 February	2/16/2023	2/16/2023	\$	550.00	LVGC Maintenance Agreement	4-786
MMI Water Engineers, LLC	1714	1/17/2023	2/16/2023	\$	85.00	Engineering	4-677
ORC Water Professionals, Inc	256998	1/31/2023	1/31/2023	\$	569.00	Permits and Testing	4-780
ORC Water Professionals, Inc	256998	1/31/2023	1/31/2023	\$	3,224.61	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	256998	1/31/2023	1/31/2023	\$	1,082.55	Plant Operator	4-755
Path Point Merchant Services Llc	400743	1/31/2023	1/31/2023	\$	178.55	Billing Service	1-616
SDA	SDA-2023	1/20/2023	1/20/2023	\$	327.96	Insurance & Bonds	1-670
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	64.00	Election	1-635
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	42.24	Supplies and Expenses	1-690
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	957.60	Billing Service	1-616
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	2,096.00	Accounting	1-612
Special District Management Services	Jan-23	1/31/2023	1/31/2023	\$	4,171.60	Administrative Services	1-614
UNCC	223010543	1/31/2023	1/31/2023	\$	2.58	Utilities	4-790
Wilmer Wilson	1/9/23- Meeting	1/9/2023	1/9/2023	\$	92.35	Director Fees Payable	1-314
Xcel Energy	812662177	1/19/2023	1/19/2023	\$	2,241.71	Utilities	4-790
Xpress Bill Pay	71732	1/31/2023	2/5/2023	\$	134.55	Billing Service	1-616

\$ 18,935.35

Fairways Metropolitan District February-23

	General	Capital	Enterprise	Totals
Disbursements	\$ 8,417.94		10,332.71	\$ 18,750.65
Payroll	\$ 184.70			\$ 184.70
Total Disbursements from Checking Acct	\$ 8,602.64	\$ -	\$ 10,332.71	\$ 18,935.35

Fairways Metropolitan District March-23

Vendor	Invoice #	Date	Due Date	Ar	nount	Expense Account	Account Number
Badger Meter Inc	80120683	2/28/2023	2/28/2023	\$	3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	DE73000030-23	1/31/2023	1/31/2023	\$	100.00	Chemicals	4-782
Diversified Underground, Inc.	27192	2/28/2023	2/28/2023	\$	5.00	Utilities	4-790
Guildner Pipeline Maintenance, Inc	11793	3/7/2023	3/7/2023	\$	1,868.75	Jetting & Televising	4-783
Lake Valley Golf Club	2023 March	3/13/2023	3/13/2023	\$	550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	256747	11/30/2022	11/30/2022	\$	959.00	Permits and Testing	4-780
ORC Water Professionals, Inc	256747	11/30/2022	11/30/2022	\$	5,787.99	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	256747	11/30/2022	11/30/2022	\$	1,082.55	Plant Operator	4-755
ORC Water Professionals, Inc	257122	2/28/2023	2/28/2023	\$	725.00	Permits and Testing	4-780
ORC Water Professionals, Inc	257122	2/28/2023	2/28/2023	\$	6,241.89	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	257122	2/28/2023	2/28/2023	\$	1,082.55	Plant Operator	4-755
Path Point Merchant Services Llc	400743	2/28/2023	2/28/2023	\$	102.54	Billing Service	1-616
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	388.60	Election	1-635
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	16.00	Supplies and Expenses	1-690
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	400.20	Billing Service	1-616
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	1,257.20	Accounting	1-612
Special District Management Services	Feb-23	2/28/2023	2/28/2023	\$	1,559.20	Administrative Services	1-614
Spencer Fane, LLP	1173324	2/28/2023	2/28/2023	\$	84.00	Legal	1-675
Spencer Fane, LLP	1170141	1/31/2023	1/31/2023	\$	1,462.00	Legal	1-675
UNCC	223020540	2/28/2023	2/28/2023	\$	1.29	Utilities	4-790
Xcel Energy	816656662	2/17/2023	2/17/2023	\$	2,127.04	Utilities	4-790
Xpress Bill Pay	72498	2/28/2023	3/5/2023	\$	26.32	Billing Service	1-616

\$ 25,830.92

Fairways Metropolitan District March-23

	 General	Capital	Enterprise	Totals
Disbursements	\$ 5,296.06		20,534.86	\$ 25,830.92
Payroll				\$ -
Total Disbursements from Checking Acct	\$ 5,296.06	\$ ~	\$ 20,534.86	\$ 25,830.92

FAIRWAYS METROPOLITAN DISTRICT Schedule of Cash Position March 31, 2023

	Rate	 Operating]	Enterprise	Total		
Checking:							
Cash in Checking-1st Bank		\$ 16,396.55	\$	99,244.16	\$	115,640.71	
Investments:							
Cash in Bank-ColoTrust	4.8592%	19,024.60		-		19,024.60	
1st Bank Liquid Asset	1.0000%	138,671.85		201,752.32		340,424.17	
TOTAL FUNDS:		\$ 174,093.00	\$	300,996.48	\$	475,089.48	

2023 Mill Levy Information	
General Fund	3.545
Total Certified Mill Levy	3.545

Board of Directors

Gerald Schram Wilmer Wilson

* authorized signer on checking account

FAIRWAYS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

March 31, 2023

FAIRWAYS METROPOLITAN DISTRICT Combined Balance Sheet- All Fund Types March 31, 2023

	(General	I	Enterprise	Total
Assets					
Cash in Checking-1st Bank	\$	16,397	\$	99,244	\$ 115,641
Cash in Bank-ColoTrust		19,025		-	19,025
1st Bank Liquid Asset		138,672		201,752	340,424
Xpress Deposit Account		2,432		-	2,432
Accounts Receivable-Customer		-		14,854	14,854
Property Taxes Receivable		50,257		-	50,257
Total Current Assets		226,782		315,850	 542,632
Capital Assets					
Sewer Treatment System		-		4,150,456	4,150,456
Accumulated Depreciation		-		(2,084,362)	(2,084,362)
Total Capital Assets		-		2,066,094	 2,066,094
Total Assets	\$	226,782	\$	2,381,945	\$ 2,608,726
Liabilities					
Payroll Taxes Payable	\$	15	\$	-	\$ 15
2013 CWPA Loan		_		860,031	860,031
2016 CWPA Loan		_		240,700	240,700
2018 CWPA Loan		-		143,375	143,375
Total Liabilities		15		1,244,106	 1,244,122
Deferred Inflows of Resources					
Deferred Property Taxes		50,257		-	50,257
Total Deferred Inflows of Resources		50,257		-	 50,257
Fund Balance					
Net Investment Capital Assets		-		956,851	956,851
Fund Balance		160,849		130,301	291,151
Current Year Earnings		15,660		50,686	66,345
Total Fund Balances		176,509		1,137,838	 1,314,347
Total Liabilities, Deferred Inflows of					
Resources and Fund Balance	\$	226,782	\$	2,381,945	\$ 2,608,726

FAIRWAYS METROPOLITAN DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the 3 Months Ending

March 31, 2023

General Fund

	2022 Actual	2023 1st Qtr Actual	2023 YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues						
Property Taxes	\$ 88,928	\$ 36,781	\$ 36,781	\$ 87,038	\$ (50,257)	42.3%
Specific Ownership Taxes Interest Income	3,976 1,290	577 1,078	577 1,078	3,500 300	(2,923) 778	16.5% 359.2%
Total Revenues	94,194	38,436	38,436	90,838	(52,402)	42.3%
Expenditures						
Accounting	13,764	3,353	3,353	19,300	15,947	17.4%
Administrative Services	20,342	5,731	5,731	25,000	19,269	22.9%
Audit	4,900	-	-	5,300	5,300	0.0%
Billing Service	10,518	1,595	1,595	7,400	5,805	21.6%
Director's Fees	1,200	200	200	1,200	1,000	16.7%
Election	767	453	453	1,000	547	45.3%
Insurance & Bonds	3,584	8,235	8,235	7,725	(510)	106.6%
Legal	3,427	1,546	1,546	7,500	5,954	20.6%
Payroll Taxes	92	-	-	92	92	0.0%
Miscellaneous	2,289	273	273	1,500	1,227	18.2%
Supplies and Expenses	1,509	504	504	2,500	1,996	20.1%
Treasurer's Fees	1,335	887	887	1,306	419	67.9%
Contingency	-	-	-	20,000	20,000	0.0%
Emergency Reserve	-	-	-	2,725	2,725	0.0%
Total Expenditures	63,727	22,776	22,776	102,548	79,772	22.2%
Excess (Deficiency) of Revenues						
Over Expenditures	30,467	15,660	15,660	(11,710)	27,370	
Beginning Fund Balance	130,383	160,849	160,849	254,204	(93,355)	
Ending Fund Balance	\$ 160,850	\$ 176,509	\$ 176,509	\$ 242,494	\$ (65,985)	

FAIRWAYS METROPOLITAN DISTRICT

Statement of Revenues, Expenditures and Changes in Funds Available - Budget and Actual

For the 3 Months Ending

March 31, 2023

Enterprise Fund

Revenues	202	22 Actual	20	23 1st Qtr Actual	2023	YTD Actual		Budget	(Uı	`avorable nfavorable) Variance	% of Budget
Sewer Service Fees	\$	300,656	\$	74,174	\$	74,174	\$	297,560	\$	(223,386)	24.9%
Interest	ψ	-	ψ	-	ψ	-	ψ	297,500 50	Ψ	(50)	0.0%
Total Revenues		300,656		74,174		74,174		297,610		(223,436)	24.9%
		,		. , .				,			
Expenditures											
Engineering		4,067		85		85		15,000		14,915	0.6%
Insurance & Bonds		3,883		-		-		4,500		4,500	0.0%
Plant Maintenance & Repair		58,847		9,474		9,474		65,000		55,526	14.6%
Plant Operator		12,991		2,165		2,165		18,000		15,835	12.0%
Permits and Testing		10,469		1,294		1,294		15,000		13,706	8.6%
Chemicals		22,807		2,423		2,423		10,000		7,577	24.2%
Jetting & Televising		28,385		1,869		1,869		20,000		18,131	9.3%
Collection System Repair		-		-		-		15,000		15,000	0.0%
LVGC Maintenance Agreement		6,600		1,650		1,650		6,600		4,950	25.0%
Utilities		20,497		4,528		4,528		35,000		30,472	12.9%
2013 CWPA Loan Principal		78,185		-		-		78,185		78,185	0.0%
2016 CWPA Loan Principal		16,600		-		-		16,600		16,600	0.0%
2018 CWPA Loan Principal		9,250		-		-		9,250		9,250	0.0%
Plant & System Upgrades		862		-		-		40,000		40,000	0.0%
Contingency		-		-		-		40,000		40,000	0.0%
Total Expenditures		273,442		23,488		23,488		388,135		364,647	6.1%
Excess (Deficiency) of Revenues											
Over Expenditures		27,214		50,686		50,686		(90,525)		141,211	
Net Investment Capital Assets		821,989		956,851		956,851		-		956,851	
Beginning Funds Available		1,065,817		130,301		130,301		(31,765)		162,066	
Ending Funds Available	\$	1,087,154	\$	1,137,838	\$	1,137,838	\$	(122,290)	\$	1,260,128	

DRAFT MEMORANDUM OF UNDERSTANDING For the Reuse of Lake Valley Estates Community Wastewater

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on _

(the "Effective Date"), by and between Fairways Metropolitan District (the "District") and Lake Valley Golf Club (the "LVGC") First Party and Second Party may be referred to individually as the "Party", or collectively the "Parties).

1. MISSION

The mission of the parties is to collaborate in the service to reuse the Lake Valley Community wastewater for golf course and non residential landscape irrigation.

2. PURPOSE AND SCOPE

The Parties intend for this memorandum to provide an understanding of the primary ownership and responsibility of the parties as it relates to this essential community service.

3. OBJECTIVES

The Parties shall endeavor to work together to maintain and improve the practices, documentation and communication required to deliver this community service.

4. **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

Fairways Metropolitan District shall render and provide all services in accordance with Colorado Reclaimed Water Control Regulation 84 Notice of Authorization Number COE009000 (NOA COE009000), including, but not limited to:

- Treatment of domestic sewage to Category 1 reclaimed water standards for Total Suspended Solids and Ecoli,
- Monitor the reclaimed water at the facility effluent and pond 8 point of compliance, COE009000,
- Monitor the Chlorine and Nitrogen levels in pond 8 at least monthly from April 1 to October 31.
- Generate a report at least quarterly summarizing treatment operation, including equipment status, process flow and quality for the facility,
- Monitor the storage volume of reclaimed water in Pond 13 ensuring 3' of freeboard is maintained at all times as well as seasonally appropriate storage volumes.
- Monitor algae and other water conditions in Pond 13 and treat any conditions that are causing the water to be unsafe for application on the turf.
- Monitor delivery of daily treated effluent and stored treated effluent water to Pond 8 for LVGC's use, ensuring a minimum transfer capacity of 135 GPM is maintained.
- Oversee the use of reclaimed water by users to ensure, to the maximum extent practicable, attainment and maintenance of compliance with Regulation 84,
- Perform inspections of a representative number and type of user sites annually to determine compliance,
- Submit an annual report to Colorado's Water Quality Control Division for the previous year by March 31,
- Maintain the cellular service for the Pond 8 flow meter and allow access to the golf club,
- Maintain Mission Communication System for facility flow and pump status and allow access to the golf club,
- Communicate in writing electronically any issues with the above clearly and concisely with the golf club and the management company,

Lake Valley Golf Club shall render and provide the following services in accordance with Certification Number COE009001 (NOA COE009001), including, but not limited to:

- Manage the transmission of District daily treated and seasonally stored effluent to Pond 8,
- Training LVGC personnel to properly operate valves and pumping systems,
- Manage daily pump run time to optimize transfer and eliminate impact to treatment facility operations, not against this however the current manual setting requirement takes a lot of time to monitor and dial in with the variation of inflows that occur. Can we put in somewhere that the district will ensure a pump system that has more automatic control settings for the transfer to maintain the 135gpm rate?
- Monitor the storage level of reclaimed water in Pond 13 at all times, keeping in mind seasonally appropriate storage volumes, ensuring it does not exceed 35' or 3' of freeboard.

Seasonal storage operational considerations include:

34' maximum operational (Approximately 9 million gallons) level is the seasonal goal for April 30

30' minimum operational level is the seasonal goal for December 31

- Deliver reclaimed water from Pond 8 for landscape irrigation of golf course properties and Lake Valley Estates Homeowners Association,
- Implementation of best management practices to ensure direct and windblown spray and other means of human exposure from irrigation systems are confined to the areas designated and approved,
- Employment of best management practices to ensure that application rates shall be controlled to strictly minimize ponding and runoff and to minimize the amount of applied water and associated pollutants that pass through the root zone of the plants to be irrigated,
- Implement appropriate control measures to strictly minimize the occurrence and impact of releases of reclaimed water to waters of the state from irrigation system malfunctions, breaks, runoff, and overspray,
- Follow the notification requirements for irrigation-related releases of reclaimed water,
- Restrict access to **golf course areas where** Category 1 reclaimed water is to be applied
- Report the following to the District for the previous year by January 3: Confirmation that reclaimed water was used only during authorized use times. Where is this to be reported?
- Provide noxious weed management on the District's wastewater treatment facility property,
- Provide mowing of the District's wastewater treatment facility property,
- Maintain the access road to the District's wastewater treatment facility property.
- Collaborate with the district on the management of the pond 13 transmission line
- Collaborate with the district in the management of the pond 8 transmission,

DRAFT MEMORANDUM OF UNDERSTANDING For the Reuse of Lake Valley Estates Community Wastewater

• Communicate in writing any issues with the above clearly and concisely with the District and the management company,

5. TERM OF UNDERSTANDING

The term of this Memorandum shall be for a period of one year from the Effective Date. It shall be reviewed and improved as needed to meet the mission, purpose, scope and objectives described above.

7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if electronically delivered, return receipt requested, to the email addresses set forth in the services sections of this document.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Colorado.

11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Fairways Metropolitan District and Lake Valley Golf Club and shall be effective as of the date first written above.

FAIRWAYS METROPOLITAN DISTRICT

LAKE VALLEY GOLF CLUB

Printed Name

Printed Name

DRAFT MEMORANDUM OF UNDERSTANDING For the Reuse of Lake Valley Estates Community Wastewater

Signature

Signature

Date

Date

FAIRWAYS METRO DISTRICT ORC Water Professionals Preparers: Daniel Cleveland & Gabrielle Begeman January – February 2023

<u>Aerators</u>

Summary: In early January, all aerators were down – frozen. All aerators in pond 1 were brought back to being operational. All failed again due to debris in the pond. Aerator 1 was repaired and brought back and is still running in pond 1. Aerator 1 is the only aerator that is working at the end of February.

- New aerators have been ordered and expect to be delivered in September 2023
- Inoperable aerators will be removed and repairs as needed and per availability

Timeline:

- Jan. 3rd all aerators are down frozen. Gabby and Bob will be here on 1/5 for looking at electrical issue,
- Jan 5th were able to turn cell 1 aerator on; all others inoperable
- Feb 9th Shut down west aerator in pond #1 because it wasn't aerating. Ice broke free allowing 2, 10 HP aerators to start and operate again.
- Feb 14th Gabby and Bob pulling cell 1 aerator w/ crane to remove debris around the propellor. Installed east aerator in pond #2, wasn't able to place and start it due to ice buildup in the pond.
- Feb 24th DC turned off aerator #1 because it didn't look to be running well. It wasn't moving water very fast. (This may have been because of the ice or debris wrapped around the propellor.)
- Feb 28th Aerator #6 (in pond 1) failed. Aerator #1 was turned back on.

<u>Ponds</u>

Summary: In the last week of February the gate valve leading from pond 1 to pond 2 clogged. This was unclogged on March 3rd. Some more cleaning of that valve's splitter box is still needed. Until the splitter box is fully cleaned, additional backups may occur and will be routed accordingly..

- Feb 21st Flow from pond 1 to pond 2 clogged and backed up pond 1. Opened valves so influent would flow straight into pond 2.
- Feb 24th Reset valves to standard positions, keeping influent from flowing directly into pond 2
- Feb 28th Clog was still problem, backing up pond 1 again. Reopened valve to let influent directly into pond 2.
- March 3rd Worked to clear clog on March 3rd. Flow from pond 1 to pond 2 successfully reestablished. More cleaning still needed.

Filtration

Summary: Sand filter stopped working first week of January. Sand was acid-washed, air-lanced, and a mega lift was fabricated and installed to sift the sand through mesh. Additionally, drive belt on initial compressor was replaced and a second compressor was added in order to properly run megalift non-stop. After a series of operations on the filter, the filter was brought back online on February 21st.

Timeline:

- Jan 5th Sand filter no longer running clogged. Turned off alum feed, and set wetland bypass valve to be open 2.0 turns.
- Jan 31st Completed acid wash of filter media. Air-lanced filter media, started sand washer in filter, closed and opened valves to send water to the filter pump station, and started both filter feed pumps in auto
- Feb 2nd Drive belt came off compressor (Husky #1). No air to move sand in filter (got air to filter but no movement of sand). Air-lanced sand but still couldn't get sand moving. Opened and closed valves to bypass the filter, and turned off filter feed pumps. Draining filter.
- Feb 7th Assembled megalift sandwasher, installed megalift, ran megalift in person as lift will not run without manual intervention.
- Feb 9th Ran megalift sand washer all day.
- Feb 10th Working to cycle sand using megalift. Bought and installed another Husky compressor (in order to run two in tandem) so that the megalift could run non-stop unattended. Unfortunately the copper tubing for the megalift came apart inside the filter and so the megalift stopped working. Began draining the filter so we could fix it.
- Feb 14th Working on sand filter. Repaired megalift. Ran megalift and filtered out debris from sand while running megalift unattended.
- Feb 21st Brought sand filter back online

Pump House

• All systems have been working well here. No repairs were done in Jan-Feb.

Compliance

• While the filter is inoperable, the facility is violating the TSS standard. The wetland is 95% clogged and flows must be bypassed around the wetland to void overflows.

Flows and Plant Performance

• See attached flow data

							ope	iaco		-	Fair			-				orur	ur y i	202												
		1-Feb	2-Feb	8-Feb	4-Feb	5-Feb	6-Feb	7-Feb	8-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	14-Feb	15-Feb	16-Feb	17-Feb	18-Feb	19-Feb	20-Feb	21-Feb	22-Feb	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	28-Feb			Comments
	Howmeter	1	V	V	V	V	V	V	V	V	41	V 1	V	A 1	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V			Connecto
Influent Shed	Composite Sampler	、	v	~	~	~	~	~	v	~	~	v	<	<	<	<	<	v	v	v	~	<	v	\checkmark	~	~	~	~	~			
	Pump	\checkmark	V	V	V	V		V	\checkmark	V	\checkmark	\checkmark	\checkmark	\checkmark	V	V	V	\checkmark	\checkmark	\checkmark	V	\checkmark	V	V		V	V	V	V			
	Valves	>	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	\checkmark	\checkmark	V	V	V	V	V	V	V	V	V	V			
Effluent Pit	Flowmeter	>	V	V	V	V	V	V	\checkmark	V	V	V	\checkmark	V	V	V	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	V	\checkmark	V	V	$\overline{}$	V	V			
FIL	CI Gas Feed	>	V	V	V	V	V	V	\checkmark	V	v	>	V	\checkmark	V	V	\checkmark	\checkmark	\checkmark	\checkmark	V	<	V	V	V	V	V	\checkmark	V			
	Control Panel	>	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	\checkmark	\checkmark	\checkmark	V	V	V	V	V	V	V	V	V			
Lift	Pump 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\checkmark	V	\checkmark	\checkmark	\checkmark	V	V	V			
Station	Pump 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<	V	V	V	V	V	V	V			
otation	Control Panel	>	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	\checkmark	V	\checkmark	V	V	V	V	V	V	V	V	V			
	#1 (North)	~	>	~	~		~	~	-			-			 	>	 	~	~	✓	 	<	~	~	-	-	-	-	~			2/8 turned off due to inoperability 2/14 unclogged put back in service 2/24 seems clogged again, turned off 2/28 tried to operate again due to lack of any others, working but noisy
Pond Aerators	#2 (South)																															Unable to finish installation due to frozen pond
	#2 (300(11) #3 (SW)				<u></u>			///				<i></i>												<i>…</i>						2		Frozen in pond all month
	#4 (NW)	-	-	1		+-		-	-	-	_		-	-	-	-	-	-	-	-	-		-				-		+-		_	 Frozen in pond all month
	#5 (NE)	-	-	-	-	-	-	-	V	V	V	V	V	V	V	V	V	\checkmark	$\overline{\mathbf{v}}$	$\overline{\mathbf{v}}$	V	V	V		V	V	-	-	-			2/26 aerator unable to be reset
	#6 (SE)	-	-	-		-	-	-	V	\checkmark	V	\checkmark	v	\checkmark	v	v	v	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	V	V	V	V	V	V	V			2/14 Noticed heavy bearing noise
	Control Panel	\checkmark	V	V	V	V	V	V	V	V	V	\checkmark	V	\checkmark	V	v	v	\checkmark	\checkmark	\checkmark	V	\checkmark	V	V	V	V	V	V	V			
Cor	ntact Chambers	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V			
WLBPV*	Turns Opened	2.00						00.0																								
	Sand Filter																					v	>	v	v	\checkmark	v	~	~			2/21 mega lift removed filter put back in service
	IR Compressor	÷.	÷.	-	-	-	-	-	-	-	I.	I.	1	I.	I.	1	I.	-	-	-	T.	I.	÷.	÷.	-	i.	-	-	-			Inoperable since 2021
	IR Filter	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			Waiting on replacement parts
Sand Filter Building	Air Control Panel	-	-	-	-	-	-	-	-	-	-	_	_	_	-	_	-	-	_	_	-	-	-	-	-	-	-	-	-			This panel appears to operate, however the HMI isnt allowing operator intervention, have a call and email to Parkson
	Husky #1	\checkmark	11					\checkmark	V	V	V	V	V	V	V	V	V	\checkmark	\checkmark	\checkmark	V	V	V	V	V	V	V	V	V			
	Husky #2															V	V	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark	V	V	V	V	V	\checkmark	V			
	Coagulant Feed	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	_	-	-	-	_	_	-	_	-	-	-	-	-			
Other:	Splitter box	、	~	~	~	~	~	~	~	~	、	v	、	、	~	~	~	\checkmark	\checkmark	\checkmark	~	-	-	-	-	-	-	-	-			2/21 noticed differential in levels apparent clog in splitter box
	Mission Box	V	V	V	V	V	V	V	\checkmark	V	V	V	V	V	V	V	V	\checkmark	\checkmark	\checkmark	V	V	V	V	V	\checkmark	V	V	V			
			,	Nor	dei m	g/Gc	- du												1.0.11	lse:	1			-						- 1		

Operatability of Primary Components - Februrary 2023

Working/Good: Not Working/Bad: Under Repair: In Use: ✓ Not in Use: -

	MinimumMaximumAverageCorrected AverageMGDCountMinimumMaximumAverageCount202318.384.644.80.0659628.033.331.296202316.682.943.143.10.0629628.733.330.8962023-0.471.042.142.10.0619628.758.244.196202314.081.241.341.30.059960.258.237.896202316.674.441.241.20.059960.558.941.896202316.674.441.241.20.059960.558.941.89620230.476.941.50.060960.555.143.39620230.476.941.50.060960.554.740.996202314.981.244.244.20.064960.554.740.996202314.981.244.244.20.064960.554.740.996202314.981.244.244.20.064960.554.740.996202314.981.244.20.064960.254.739.996202314.974.439.739.70.057960.255.139.996														
Date/Time			Influent Flo		J = 320			Effluent Flo	w - GPM						
			and the second				and the second second second								
	Minimum	Maximum	Average	Average	MGD	Count	Minimum	Maximum	Average	Count					
1/1/2023	18.3	84.6	44.8	44.8	0.065	96	28.0	33.3	31.2	96					
1/2/2023	16.6	82.9	43.1	43.1	0.062	96	28.7	33.3	30.8	96					
1/3/2023	-0.4	71.0	42.1	42.1	0.061	2.2.7.17	28.7	58.2	44.1						
1/4/202 <mark>3</mark>															
1/5/2023				41.2											
1/6/2023															
1/7/2023					0.060										
1/8/2023	14.9	81.2	44.2	44.2	0.064	96	0.5	54.7	40.9						
1/9/2023				Contract and a			1. S.								
1/10/2023															
1/11/2023	14.0	73.5	41.3	41.3	0.059	96	-0.2	55.4	36.4	96					
1/12/2023	14.9	76.1	40.8	40.8	0.059	96	0.2	52.6	33.2	96					
1/13/2023	-0.4	79.5	39.5	39.5	0.057	96	0.2	45.6	32.1	96					
1/14/2023	16.6	74.4	42.4	42.4	0.061	96	0.2	41.7	29.3	96					
1/15/2023	14.0	81.2	45.8	45.8	0.066	96	-1.2	41.7	30.1	96					
1/16/2023	14.9	86.3	44.9	44.9	0.065	96	-1.2	39.6	29.9	96					
1/17/2023	-0.4	80.3	41.2	41.2	0.059	96	0.5	42.4	30.4	96					
1/18/2023	24.2	66.7	44.8	44.8	0.065	96	0.5	41.7	35.5	96					
1/19/2023	14.0	80.3	41.7	41.7	0.060	96	0.5	38.5	32.9	96					
1/20/2023	-2.1	103.3	57.5	57.5	0.083	96	0.2	39.6	31.0	96					
1/21/2023	40.4	103.3	66.7	66.7	0.096	96	-0.2	41.3	28.7	96					
1/22/2023	40.4	101.6	67.0	67.0	0.096	96	-0.2	42.4	28.9	96					
1/23/2023	37.8	97.3	64.1	64.1	0.092	96	-0.9	38.9	30.1	96					
1/24/2023	34.4	109.2	62.7	62.7	0.090	96	-1.2	38.2	29.3	96					
1/25/2023	37.0	103.3	64.0	64.0	0.092	96	-0.9	38.2	29.8	96					
1/26/2023	-173.8	98.2	-52.2	29.3	0.042	96	-1.2	38.9	29.3	96					
1/27/2023	-173.8	-173.8	-173.8	20.0	0.029	96	0.5	37.5	20.0	96					
1/28/2023	-173.8	-173.8	-173.8	13.4	0.019	96	0.2	37.5	13.4	96					
1/29/2023	-173.8	-173.8	-173.8	13.5	0.019	96	0.2	37.1	13.5	96					
1/30/2023	-173.8	-173.8	-173.8	14.4	0.021	96	-1.2	37.1	14.4	96					
1/31/2023	-173.8	84.6	-49.1	13.2	0.019	96	-1.2	38.5	13.2	96					
			Average daily ave	rage:	0.060										
			max daily average		0.096										

				nalog Data Spreads o District, CO - Fairw February 2023		ct	(r) (r)	÷	
Date/Time		(1	nfluent Flow - Q				Effluent Flo	w - GPM	
	Minimum	Maximum	Average	Average (MGD)	Count	Minimum	Maximum	Average	Count
2/1/2023	37.8	96.5	62.7	0.090	96	-1.2	38.5	11.8	96
2/2/2023	34.4	98.2	59.0	0.085	96	0.2	37.5	24.0	96
2/3/2023	32.7	98.2	62.8	0.090	96	36.1	38.2	37.0	96
2/4/2023	30.2	98.2	61.5	0.089	96	36.1	37.5	36.9	96
2/5/2023	30.2	101.6	63.0	0.091	96	36.1	38.2	36.8	96
2/6/2023	32.7	90.5	59.1	0.085	96	36.1	38.2	36.8	96
2/7/2023	31.0	91.4	50.9	0.073	96	-1.2	39.9	21.5	96
2/8/2023	14.9	69.3	41.0	0.059	96	0.2	39.9	6.8	96
2/9/2023	14.9	81.2	40.9	0.059	96	-0.9	39.6	5.6	96
2/10/2023	14.0	82.9	40.7	0.059	96	0.2	41.0	5.5	96
2/11/2023	14.9	220.5	46.7	0.067	98	-0.2	38.9	5.8	98
2/12/2023	14.9	77.8	43.9	0.063	96	0.2	38.5	6.7	96
2/13/2023	-0.4	82.9	40.8	0.059	96	-1.2	38.5	6.6	96
2/14/2023	13.2	93.9	42.2	0.061	96	-0.2	38.5	11.6	96
2/15/2023	16.6	71.0	43.6	0.063	96	-0.2	38.5	18.8	96
2/16/2023	-0.4	79.5	42.2	0.061	96	-0.2	38.5	24.6	96
2/17/2023	17.4	72.7	41.1	0.059	96	37.1	38.5	37.7	96
2/18/2023	14.9	84.6	43.2	0.062	96	34.3	38.2	35.9	96
2/19/2023	16.6	91.4	44.2	0.064	96	0.2	37.5	26.7	96
2/20/2023	14.9	76.9	44.8	0.065	96	-1.2	37.5	13.9	96
2/21/2023	30.2	133.0	70.9	0.102	96	0.2	36.1	17.8	96
2/22/2023	14.0	71.0	42.6	0.061	96	29.4	31.5	30.4	96
2/23/2023	-0.4	94.8	45.1	0.065	96	29.0	30.8	30.1	96
2/24/2023	14.0	86.3	44.2	0.064	96	0.5	129.7	76.1	96
2/25/2023	16.6	98.2	46.1	0.066	96	-0.2	131.1	71.2	96
2/26/2023	14.9	77.8	44.6	0.064	96	0.2	133.5	9.3	96
2/27/2023	16.6	77.8	43.1	0.062	96	0.5	133.5	13.5	96
2/28/2023	16.6	87.1	42.1	0.061	97	0.2	133.2	25.8	97
		average d	aily average:	0.070					
		maximum d	aily average:	0.102					

Permitted Flow Permitted Loading Operator complete	0.1073 243	MGD lbs/day	Formula	is in cell											
		The second second second	EFFLUEN							INFLU	ENT CO004	8411		INF	EFF
	WEEKLY - IRR	E.Coli 126/235	BOD 30/45	85%	TSS 75/110	dary Treatment	TIN mg/L NOT ON	TSS	BOD	BOD	PLANT CAP	PLANT CAP		FLOW ON DAY OF	
DATE	mg/L	DMR	mg/L	Removal	mg/L	NOT ON DMR	DMR	mg/L	mg/L	#/DAY	HYDRAULIC(P)	ORGANIC(Q)	MGD	SAMPLE	Ph 6.5/9.0
1/5/23	30	1													
1/10/23	15	1	0		15	41.19	41.28	112	195						
1/17/23	39	1													
1/24/23	34	1		\angle											
AVG/MIN/GEOMEAN	29.5	1.0	0	100	15	41.19	41.28	112	195	98	56	40	0.060	60000	7.05
MAX	39	1	0		15	41.19	41.28	112	195	j.			0.096		0.00
DATE	TSS 30 max mg/L	E.Coli 126/235 USE <1 ON DMR	BOD 30/45 mg/L	85% Removal	TSS 75/110 mg/L	Ammonia mg/L NOT ON DMR	TIN mg/L NOT ON DMR	TSS mg/L	BOD mg/L	BOD #/DAY	PLANT CAP HYDRAULIC(P)	PLANT CAP ORGANIC(Q)	MGD	FLOW ON DAY OF SAMPLE	Ph 6.5/9.0
1/31/23	36	1	-												
2/7/23	24	1	0		24	35.09	35.09	303	425						
2/14/23	12	1													
2/21/23	27	1		\square						\square				\leq	
AVG/MIN/GEOMEAN	24.8	1.0	0	100	24	35.09	35.09	303	425	259	65	106	0.070	73000	0.00

FAIRWAYS METRO DISTRICT ORC Water Professionals Preparers: Daniel Cleveland & Gabrielle Begeman March 2023

<u>Aerators</u>

Summary: For the first week of March, aerator #1 was the only aerator working. Since then, both aerators #1 and #2 have been working well. On April 7th, aerators #3 and #4 were pulled for repair.

Timeline:

- Mar. 7th: repair work was completed on aerator #2, and it was brought back online. Aerator #2 has functioned well since then.
- (Apr. 7th: Aerators #3 and #4 were pulled from pond 2, and their motors were taken to the repair shop.)

<u>Ponds</u>

- Mar. 3rd: The splitter box between pond 1 and pond 2 was pumped out and unclogged. This ensured flow between the two ponds, bringing pond levels back to normal.
- Sludge samples were turned into the lab at the beginning of March. Analysis requires 4-6 weeks to obtain. Sludge hauling will be scheduled as soon as the results are received by McDonald Farms.

Filtration

- TSS values were high through the month of March. This is because the operator has been taking care to slowly increase coagulant feed to avoid blinding the filter media. TSS values for the last week of March (which is reported in April) and for the first week of April were both under within the permit limit. We are seeing good response with the increase in coagulant feed rate. On-site TSS tests show the TSS values continuing to improve each week. Furthermore, on April 7th the static mixer was installed after the coagulant feed injection which will improve the coagulant's ability to bind solids for filtration.
- ORC has ordered and will be installing a screen on the incoming pipe to the lift station pumps to prevent debris from getting into the filter bed. See the attached apparatus.

Pump House

- All systems have been working well here. No repairs or changes were made in March.
- We have reached out to a couple of companies to replace/restore automatic valve operation to maximize water transfer to the golf course and minimize potential for overflows or backups throughout the facility.

Compliance

• For the month of March, we have been in compliance will all permit requirements except for TSS. Please find compliance results spreadsheet below.

Flows and Plant Performance

• See attached flow data

Compliance Results Spreadsheet

D														
0.1073 243	MGD Ibs/day	Formula	as in cell											
		EFFLUE	NT COE	009000	le.				INFLU	ENT CO004	8411		INF	EFF
WEEKLY - IRF	(Cat 1-DMR)		MONTH	ILY - Secon	dary Treatment	-				MONTHLY		-		-
TSS 30 max mg/L	E,Coli 126/235 USE <1 ON DMR	BOD 30/45 mg/L	85% Removal	TSS 75/110 mg/L	Ammonia mg/L NOT ON DMR	TIN mg/L NOT ON DMR	TSS mg/L	BOD mg/L	BOD #/DAY	PLANT CAP	PLANT CAP ORGANIC(Q)	MGD	FLOW ON DAY OF SAMPLE	Ph 6.5/9.0
36	1								/					
24	1	0		24	35.09	35.09	303	425	/		-			
12	1				11.				/		-			
27	1	-							-					
24.8	1.0	0	100	24	35.09	35.09	303	425	259	65	106	0.070	73000	0.00
36	1	0		24	35.09	35.09	303	425			-	0.102	1	0.00
TSS 30 max mg/L	E.Coli 126/235 USE <1 ON DMR	BOD 30/45 mg/L	85% Removal	TSS 75/110 mg/L	Ammonia mg/L NOT ON DMR	TIN mg/L NOT ON DMR	TSS mg/L	BOD mg/L	BOD #/DAY	PLANT CAP HYDRAULIC(P)	PLANT CAP ORGANIC(Q)	MGD	FLOW ON DAY OF SAMPLE	Ph 6.5/9.0
40	1								/					
49	1				11.2		10		/					
56	1	0		56	37.81	37.81	475	236	/					
43	1	-					-							
17.0	1	0	100	50	27.01	27.01	475	226	176			0.057	64000	0.00
	1.0		100						120	35	52		04000	0.00
	0.1073 243 WEEKLY - IRF TSS 30 max mg/L 36 24 12 27 24.8 36 24.8 36 7 55 30 max mg/L 40 49	0.1073 243 MGD lbs/day WGEKLY - IRR (Cat 1 - DMR) WEEKLY - IRR (Cat 1 - DMR) E. Coli 126/235 TSS 30 max mg/L E. Coli 126/235 36 1 24 1 12 1 27 1 24.8 1.0 36 1 24.8 1.0 36 1 24.8 1.0 36 1 24.8 1.0 36 1 40 1 40 1 40 1 43 1 43 1 43 1 47.0 1.0	0.1073 MGD Ibs/day 243 MGD Ibs/day Formula Formula EFFLUER WEEKLY - IRR (Cat 1-DMR) BOD 126/235 TSS 30 max mg/L E.Coli 126/235 BOD 30/45 mg/L 36 1 0 24 1 0 24 1 0 24 1 0 24 1 0 24.8 1.0 0 36 1 0 24.8 1.0 0 36 1 0 36 1 0 36 1 0 36 1 0 36 1 0 30/45 BOD 30/45 30/45 mg/L 40 1 1 40 1 0 1 43 1 1 1 43 1 1 1 47.0<	0.1073 MGD Ibs/day Formulas in cell EFFLUENT COE WEEKLY - IRR (cat 1-DMR) MONTH 126/235 BOD 30/45 85% 85% mg/L TSS 30 max mg/L USE <1 ON DMR BOD 30/45 85% Removal 36 1 0 0 0 24 1 0 0 0 36 1 0 0 0 24.8 1.0 0 100 0 36 1 0 0 100 36 1 0 100 0 36 1 0 100 0 36 1 0 100 0 36 1 0 100 0 36 1 0 0 100 36 1 0 0 1 40 1 0 43 1 1 43 1 0 100 100	0.1073 MGD Ibs/day Formulas in cell EFFLUENT COE009000 WEEKLY - IRR (cat 1-DMR) MONTHLY - Second 30/45 BOD 126/235 BOD 30/45 85% 75/110 mg/L USE < 1 DN DMR BOD 30/45 85% 75/110 36 1 0 24 12 1 0 24 12 1 0 24 27 1 0 24 26 1.0 0 100 24 36 1 0 24 10 0 100 24 27 1 - - 24.8 1.0 0 100 24 36 1 0 24 - 36 1 0 24 - 24.8 1.0 0 100 24 36 1 0 55% 75/110 mg/L BOD MB BOD MB BOD MB	0.1073 MGD Ibs/day Formulas in cell Formulas in cell EFFLUENT COE009000 WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment 126/235 BOD 30/45 85% 75/110 TSS 75/110 Ammonia mg/L NDT ONDMR 36 1 0 24 35.09 12 1 0 24 35.09 12 1 0 24 35.09 12 1 0 24 35.09 12 1 0 24 35.09 36 1 0 24 35.09 36 1 0 24 35.09 36 1 0 24 35.09 36 1 0 24 35.09 36 1 0 24 35.09 36 1 0 24 35.09 36 1 0 56 37.81 40 1 4 4	0.1073 MGD lbs/day Formulas in cell Image: Constraint of the second ary treatment EFFLUENT COE009000 WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment 126/235 80D 30/45 85% 75/110 TSS 75/110 Ammonia mg/L NDT ON DMR TIN mg/L NDT ON DMR 36 1 0 24 35.09 35.09 12 1 0 24 35.09 35.09 12 1 0 24 35.09 35.09 12 1 0 24 35.09 35.09 36 1 0 24 35.09 35.09 36 1 0 24 35.09 35.09 36 1 0 24 35.09 35.09 36 1 0 24 35.09 35.09 36 1 0 24 35.09 35.09 36 1 0 24 35.09 35.09 36 1 0 <td>0.1073 MGD lbs/day Formulas in cell Formulas in cell EFFLUENT COE009000 WEEKLY - IRR (Cat 1-DMR) MONTHLY - Secondary Treatment S3 30 max E.Coli 126/235 BOD 30/45 85% Removal TSS 75/110 Ammonia mg/L NOT ON DMR TIN mg/L DMR TSS mg/L TIN mg/L TSS mg/L TSS 30.09 30.3 36 1 0 24 35.09 35.09 303 12 1 0 24 35.09 35.09 303 36 1 0 24 35.09 35.09 303 36 1 0 24 35.09 35.09 303 36 1 0 24 35.09 303 303 36 1 0 24 35.09 35.09 303 36 1 0 56 37.81 37.81 475 40 1 - - - - - 126/235</td> <td>0.1073 243 MGD Ibs/day Formulas in cell EFFLUENT COE009000 WEEKLY-IRR (cat 1-DMR) MONTHLY- Secondary Treatment TSS 30 max USE < 10N 025(235) BOD 30/45 mg/L TSS 75/110 Removal Ammonia mg/L NDT DNDMR TIN mg/L DMR TSS mg/L 36 1 0 24 35.09 35.09 303 425 12 1 0 24 35.09 35.09 303 425 24 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 TSS 30 max USE (10N mg/L 85% mg/L TSS 75/110 Removal Ammonia mg/L NDT DNDMR TIN mg/L NDT CN DMR TSS 80D mg/L Mg/L TSS 80D TSS 80D TSS 80D TSS 80D TSS</td> <td>0.1073 243 MGD Ibs/day Formulas in cell Formulas in cell INFLU EFFLUENT COE009000 INFLU WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment INFLU TSS 30 max mg/L CEFFLUENT COE009000 INFLU WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment INFLU TSS 30 max mg/L Colspan="4">Colspan="4">INFLU Secondary Treatment TIN mg/L 24 1 0 24 35.09 35.09 303 425 27 1 0 24 35.09 35.09 303 425 24.8 1.0 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 303 25 55 75/11.0 Ammoniia mg/L <</td> <td>0.1073 MGD Ibs/day Formulas in cell EFFLUENT COE009000 INFLUENT CO004 WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment MONTHLY MONTHLY MONTHLY Secondary Treatment MONTHLY TSS 30 max L26/235 USE < 10 M mg/L 800 30/45 85% mg/L TSS mg/L MONTHLY Secondary Treatment MONTHLY 24 1 0 24 35.09 35.09 303 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 900 900 900 900 900 900 900 425 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900<td>0.1073 243 MGD Ibs/day Construint of the secondary from the secondary</td><td>0.1073 MGD bs/day Formulas in cell Errnulas in cell Formulas in cell INFLUENT COE009000 INFLUENT CO0048411 WEEKLY- IRR (cat 1-DMR) MONTHLY- Secondary Treatment MONTHLY MONTHLY TIN mg/L NDT CNDART TSS BOD BOD PLANT CAP PLANT CAP 36 1 0 24 35.09 35.09 303 425 0 0 0 0 0 24 35.09 35.09 303 425 0 0 0 0 24 35.09 303 425 0 0 0 0 24 35.09 303 425 0</td><td>O.1073 243 MGD bs/day MGD Formulas in cell Inff Formulas in cell Inff Inff Inff EEFFLUENT COE009000 INFLUENT CO0048411 Inff WEEKLY-IRR (Cat JOMR) MONTHY-Secondary Treatment MONTHY Formulas in gell Inff T55 30 msx E.Coll 126/235 800 800 85% 75/10 75% mg/L MISC (N) NOT (NDMR) T5% mg/L 800 NOT (NDMR) 800 NGM PLANT CAP MGD PLANT</td></td>	0.1073 MGD lbs/day Formulas in cell Formulas in cell EFFLUENT COE009000 WEEKLY - IRR (Cat 1-DMR) MONTHLY - Secondary Treatment S3 30 max E.Coli 126/235 BOD 30/45 85% Removal TSS 75/110 Ammonia mg/L NOT ON DMR TIN mg/L DMR TSS mg/L TIN mg/L TSS mg/L TSS 30.09 30.3 36 1 0 24 35.09 35.09 303 12 1 0 24 35.09 35.09 303 36 1 0 24 35.09 35.09 303 36 1 0 24 35.09 35.09 303 36 1 0 24 35.09 303 303 36 1 0 24 35.09 35.09 303 36 1 0 56 37.81 37.81 475 40 1 - - - - - 126/235	0.1073 243 MGD Ibs/day Formulas in cell EFFLUENT COE009000 WEEKLY-IRR (cat 1-DMR) MONTHLY- Secondary Treatment TSS 30 max USE < 10N 025(235) BOD 30/45 mg/L TSS 75/110 Removal Ammonia mg/L NDT DNDMR TIN mg/L DMR TSS mg/L 36 1 0 24 35.09 35.09 303 425 12 1 0 24 35.09 35.09 303 425 24 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 TSS 30 max USE (10N mg/L 85% mg/L TSS 75/110 Removal Ammonia mg/L NDT DNDMR TIN mg/L NDT CN DMR TSS 80D mg/L Mg/L TSS 80D TSS 80D TSS 80D TSS 80D TSS	0.1073 243 MGD Ibs/day Formulas in cell Formulas in cell INFLU EFFLUENT COE009000 INFLU WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment INFLU TSS 30 max mg/L CEFFLUENT COE009000 INFLU WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment INFLU TSS 30 max mg/L Colspan="4">Colspan="4">INFLU Secondary Treatment TIN mg/L 24 1 0 24 35.09 35.09 303 425 27 1 0 24 35.09 35.09 303 425 24.8 1.0 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 36 1 0 24 35.09 35.09 303 425 303 25 55 75/11.0 Ammoniia mg/L <	0.1073 MGD Ibs/day Formulas in cell EFFLUENT COE009000 INFLUENT CO004 WEEKLY - IRR (cat 1-DMR) MONTHLY - Secondary Treatment MONTHLY MONTHLY MONTHLY Secondary Treatment MONTHLY TSS 30 max L26/235 USE < 10 M mg/L 800 30/45 85% mg/L TSS mg/L MONTHLY Secondary Treatment MONTHLY 24 1 0 24 35.09 35.09 303 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 903 425 900 900 900 900 900 900 900 900 425 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 900 <td>0.1073 243 MGD Ibs/day Construint of the secondary from the secondary</td> <td>0.1073 MGD bs/day Formulas in cell Errnulas in cell Formulas in cell INFLUENT COE009000 INFLUENT CO0048411 WEEKLY- IRR (cat 1-DMR) MONTHLY- Secondary Treatment MONTHLY MONTHLY TIN mg/L NDT CNDART TSS BOD BOD PLANT CAP PLANT CAP 36 1 0 24 35.09 35.09 303 425 0 0 0 0 0 24 35.09 35.09 303 425 0 0 0 0 24 35.09 303 425 0 0 0 0 24 35.09 303 425 0</td> <td>O.1073 243 MGD bs/day MGD Formulas in cell Inff Formulas in cell Inff Inff Inff EEFFLUENT COE009000 INFLUENT CO0048411 Inff WEEKLY-IRR (Cat JOMR) MONTHY-Secondary Treatment MONTHY Formulas in gell Inff T55 30 msx E.Coll 126/235 800 800 85% 75/10 75% mg/L MISC (N) NOT (NDMR) T5% mg/L 800 NOT (NDMR) 800 NGM PLANT CAP MGD PLANT</td>	0.1073 243 MGD Ibs/day Construint of the secondary from the secondary	0.1073 MGD bs/day Formulas in cell Errnulas in cell Formulas in cell INFLUENT COE009000 INFLUENT CO0048411 WEEKLY- IRR (cat 1-DMR) MONTHLY- Secondary Treatment MONTHLY MONTHLY TIN mg/L NDT CNDART TSS BOD BOD PLANT CAP PLANT CAP 36 1 0 24 35.09 35.09 303 425 0 0 0 0 0 24 35.09 35.09 303 425 0 0 0 0 24 35.09 303 425 0 0 0 0 24 35.09 303 425 0	O.1073 243 MGD bs/day MGD Formulas in cell Inff Formulas in cell Inff Inff Inff EEFFLUENT COE009000 INFLUENT CO0048411 Inff WEEKLY-IRR (Cat JOMR) MONTHY-Secondary Treatment MONTHY Formulas in gell Inff T55 30 msx E.Coll 126/235 800 800 85% 75/10 75% mg/L MISC (N) NOT (NDMR) T5% mg/L 800 NOT (NDMR) 800 NGM PLANT CAP MGD PLANT

Operability Report for Month of March:

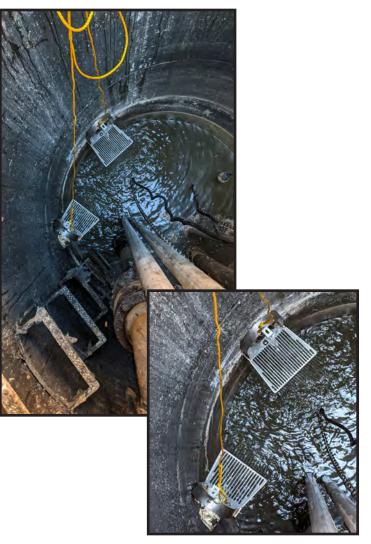
		1-Mar	2-Mar	3-Mar	4-Mar	5-Mar	6-Mar	7-Mar	8-Mar	9-Mar	10-Mar	11-Mar	12-Mar	13-Mar	14-Mar	15-Mar	16-Mar	17-Mar	18-Mar	19-Mar	20-Mar	21-Mar	22-Mar	23-Mar	24-Mar	25-Mar	26-Mar	27-Mar	28-Mar	29-Mar	30-Mar	31-Mar	COMMENTS
Influent	Flowmeter	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Shed	Composite Sampler	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Pump	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Valves	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Effluent	Cl Gas Feed	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Pit	Flow Meter	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Control																													1		1,	
	Panel	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Pump 1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Pump 2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Control																																and the second se
the second second	Panel	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	Panel was serviced last week of Mar or first week of Apri
1.5	#1 (North)	>						v	1	1	1	1	1	1	1	1	1	1	1	1	~	~	1	1	1	1	1	1	1		1	-	
	#2 (South)							√	1	1	1	1	1	1	1	1	~	1	1	1	1	~	1	1	1	1	1	1	1	1	_	1	3/7: installed bolts, brought #2 online
Pond	#3 (SW)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*	-	-	*	-	-	-	(4/7: pulled #3 & #4 for repair)
Aerator	#4 (NW)	-	-	-	-	-	-	-	-	-	-	-	-	-	•	-		-	•	-	-	-	•	-	•	-	•	-	-	-	-	-	
s	#5 (NE) #6 (SE)	-		-	-		-	+-	-		-	-	-	-	-	-				-	-	12	-	-	-		-	-	-		-	÷	3/3: Attempted to pull #5 & 6, crane broke. Will revisit
	Control	-		-	1			-	1			-																			-		Tevisit
	Panel	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	act Chambers	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	5	1	1	1	J	
WI BPV*	Turns Opened	0.00	0.00	0.00	0.00	000	0.00	0.00	000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
-	Sand Filter	1	-	1	1	1	1	1	1		1	1	1	1	1	5	1	1	1	5	1	1	1	1	1	1	1	5	1	1	1	5	
	IR Compressor	-			1.	1.	1.	1	Τ.		-					-										-		-		-			(Husky compressors are doing well in liu.)
	IR Air Dryer	-		t	1.	1.		1.	1.	-			-													-							IR air dryer was repaired, brought online Apr7
Sand	Air Control				T																												
	Panel	+	-	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3/10: called support and got panel running again
	Husky #1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		-	
	Husky #2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	~	1	1	1	1	1	1	~	1	1	1	
	Coagulant Feed		,				1				1	,	1		1	,	,	,	1	,	,	1	,	5	,	,	1	,	1	,	,	,	
	Splitter box	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3/3 pumped out splitter box, ensured H2O movement
Other:	Mission Box	~	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
								g/Gc				1									n U												
				ſ				ng/E Rep											N	OTI	n U	se:	-										

Flow data for	or March
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		Fai		alog Data Spread District, CO - Fair March 2023		strict			
Date/Time		Infl	uent Flow - G	PM			Effluent Flo	ow - GPM	
	Minimum	Maximum	Average	Average (MGD)	Count	Minimum	Maximum	Average	Count
3/1/2023	16.6	87.1	43.1	0.062	96	37.5	38.9	38.4	96
3/2/2023	17.4	93.1	42.2		96	-1.6	139.9	77.4	96
3/3/2023	14.9	84.6	40.7	0.059	96	0.2	135.6	78.4	96
3/4/2023	16.6	81.2	42.5	0.061	96	-0.2	81.1	53.2	96
3/5/2023	17.4	150.0	45.0	0.065	96	0.2	80.8	48.1	96
3/6/2023	14.9	86.3	43.1	0.062	96	-0.9	77.2	33.6	96
3/7/2023	16.6	81.2	42.4	0.061	96	-1.6	46.3	33.0	96
3/8/2023	16.6	82.9	42.5	0.061	96	0.5	46.3	32.2	96
3/9/2023	14.9	91.4	42.1	0.061	96	0.2	46.6	31.4	96
3/10/2023	16.6	81.2	40.6	0.058	96	-1.2	45.2	27.1	96
3/11/2023	14.0	77.8	42.7	0.061	96	0.2	38.5	22.4	96
3/12/2023	14.0	77.8	42.8	0.062	92	-0.9	38.2	29.3	92
3/13/2023	14.9	70.1	41.3	0.059	96	-0.2	38.5	29.8	96
3/14/2023	14.0	122.8	44.3		96	0.5	38.2	28.5	96
3/15/2023	17.4	97.3	42.9		96	-0.9	37.5	28.7	96
3/16/2023	13.2	72.7	41.4		96	-0.2	37.1	27.1	96
3/17/2023	13.2	72.7	38.9		96	-1.2	36.8	27.5	96
3/18/2023	-2.1	90.5	40.0		96	0.5	37.5	27.7	96
3/19/2023	-0.4	86.3	40.7		96	0.2	38.2	29.1	96
3/20/2023	13.2	76.1	37.3		96	0.2	37.5	32.0	96
3/21/2023	13.2	73.5	37.2		96	-1.2	37.1	27.0	96
3/22/2023	13.2	64.2	37.1		92	0.5	37.1	27.7	92
3/23/2023	13.2	67.6	35.6		96	-0.2	37.1	24.6	96
3/24/2023	13.2	65.0	36.5		96	-0.9	37.1	23.4	96
3/25/2023	14.9	70.1	38.0		96	0.5	36.8	23.3	96
3/26/2023	14.0	71.0	41.9		96	-1.2	37.1	26.8	96
3/27/2023	13.2	76.1	41.1		96	-0.9	37.5	27.2	96
3/28/2023	14.0	70.1	39.7		96	-0.9	37.1	28.2	96
3/29/2023	14.0	74.4	38.7		96	0.2	37.1	28.6	96
3/30/2023	14.9	65.0	37.9		96	0.5	37.1	30.7	96
3/31/2023	-173.8	84.6	11.4		96	-72.0	36.8	15.5	96
			e daily average x daily average						



Catching potentials before they become problems!



Patent Pending

The FlowRake is a device designed to protect employees and extend equipment life. It's main purpose is the removal of non-dispersible matters such as feminine products, baby wipes, etc.

The FlowRake can be installed for use as pretreatment to wastewater treatment facilities and installation should be made on isolated lift stations. The FlowRake is intended for nonpressurized lines and should be installed on influent gravity lines.

Once installed, the FlowRake must be maintained regularly and is serviced from outside the lift stations wet well and without entry. The safety of employees always comes first.

The FlowRake extends pump life and reduces times between service calls. One avoidable service call will easily pay for the cost of one FlowRake.

Made from stainless steel, the FlowRake will outlast most pumps and other installed equipment.

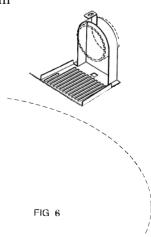
SABUGBOOK 800-548-1234

• Employee safety • Installs in minutes • Reduces service calls • Protects pumps and equipment



Catching potentials before they become problems!

FLOWRAKE Specifications: A waste capturing device used for catching and retaining nondispersible articles which are discharged from a sewer conduit to prevent these articles from interfering with the proper operation of a sanitary lift station. More particularly, the device includes a mount that is extended over a discharge pipe and includes a peg extendable into the discharge pipe. The mount supports the FLOWRAKE assembly that is positioned below the discharge pipe and extends generally horizontally therefrom. The mount includes a grip for removing the device from the pipe as well as a rod socket, which therein a threaded rod or bolt may be threaded, that extends in an opposite direction from the rake and abuts the wall to retain the rake in the proper orientation. As fluid flows outwardly from the pipe, any non-dispersible articles such as wet wipes and the like are captured by the FLOWRAKE and held thereon until the rake is removed for cleaning.



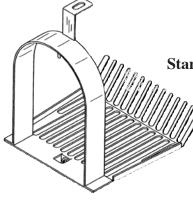


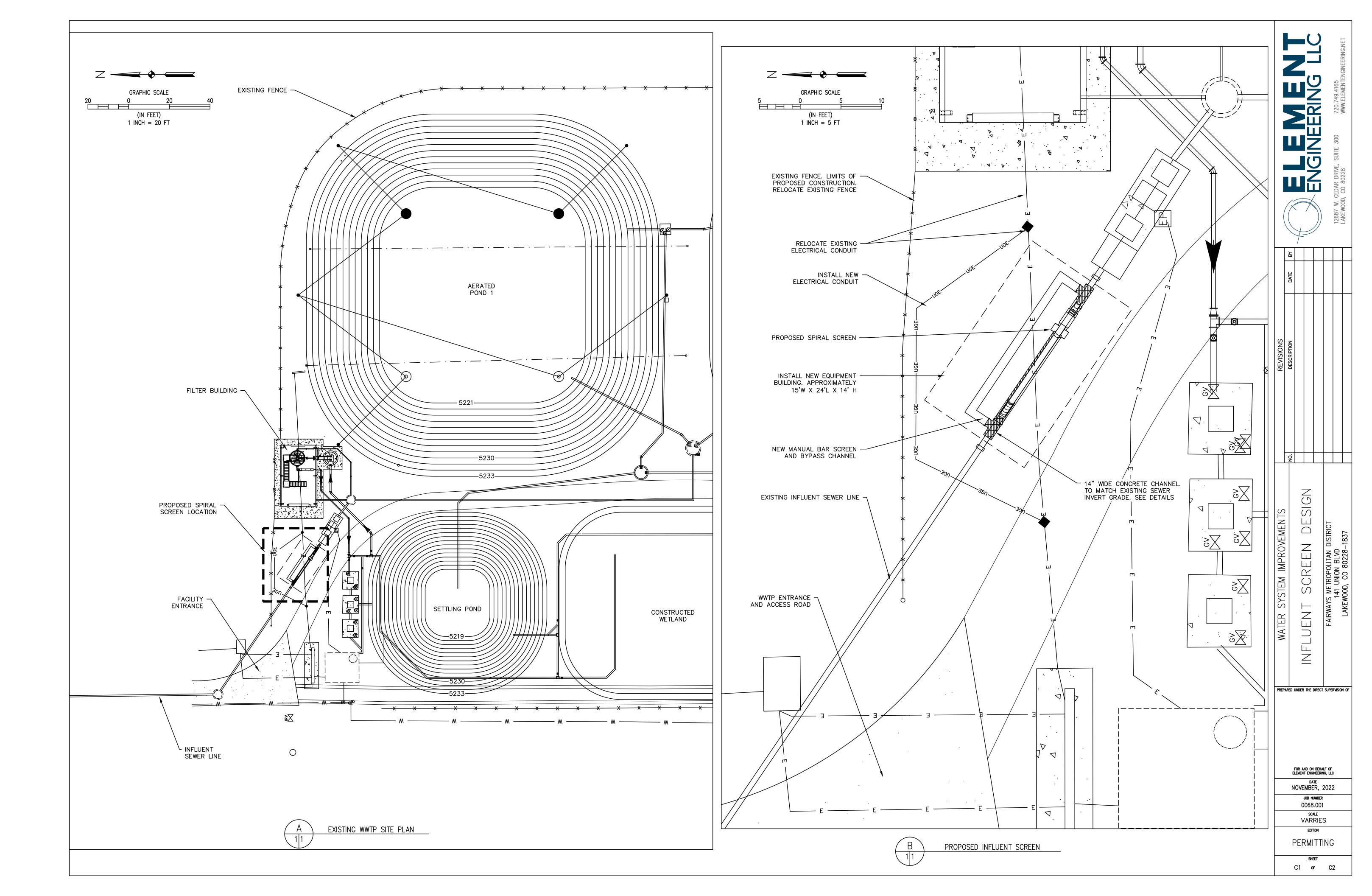
FIG. 1

Standard sizes are available in (.119) stainless steel:

4-inch FLOWRAKE can attach to pipe sizes from 2 to 4 inch.
6-inch FLOWRAKE can attach to pipe sizes from 4 to 6 inch.
8-inch FLOWRAKE can attach to pipe sizes from 6 to 8 inch.
*Larger sizes are available for quote.

Mounting and Removal:

A 3/8-inch hole is drilled into the topside of the pipe approximately 1+1/2 inch from its end with a minimum of three inches of exposed pipe for proper mounting. The FLOWRAKE is then lowered by use of an extension pole and hook and fitting the peg inside of the previously drilled hole. Removal is accomplished by simply lifting the rake from its resting mount with extension pole and hook.



NOTE:

- 1. ALL 304 STAINLESS STEEL CONSTRUCTION EXCEPT FOR HIGH STRENGTH CARBON STEEL SPIRAL, SIDE SEALS, FLEXIBLE HOSE, DRAIN HOSE, BRUSH SECTIONS, E-STOP, GEARMOTOR, INTERLOCK SWITCH AND SOLENOID VALVES.
- 2. GEARMOTOR: 1 HP, 230/460V, 3 PH, 60 HZ, SEVERE DUTY, 11 RPM OUTPUT.
- 3. SCREEN OPENING: Ø.25" PERFORATED.
- 4. SCREEN WEIGHT: 1025 LBS
- 5. PRESS ZONE SPRAY WATER USAGE: 8 GPM @ 40 PSI

6. ELECTRICAL DEVICES:

- A. SOLENOID VALVE: 120V, 60 HZ
- B. E-STOP: 120V, 1PH, 60 HZ

4

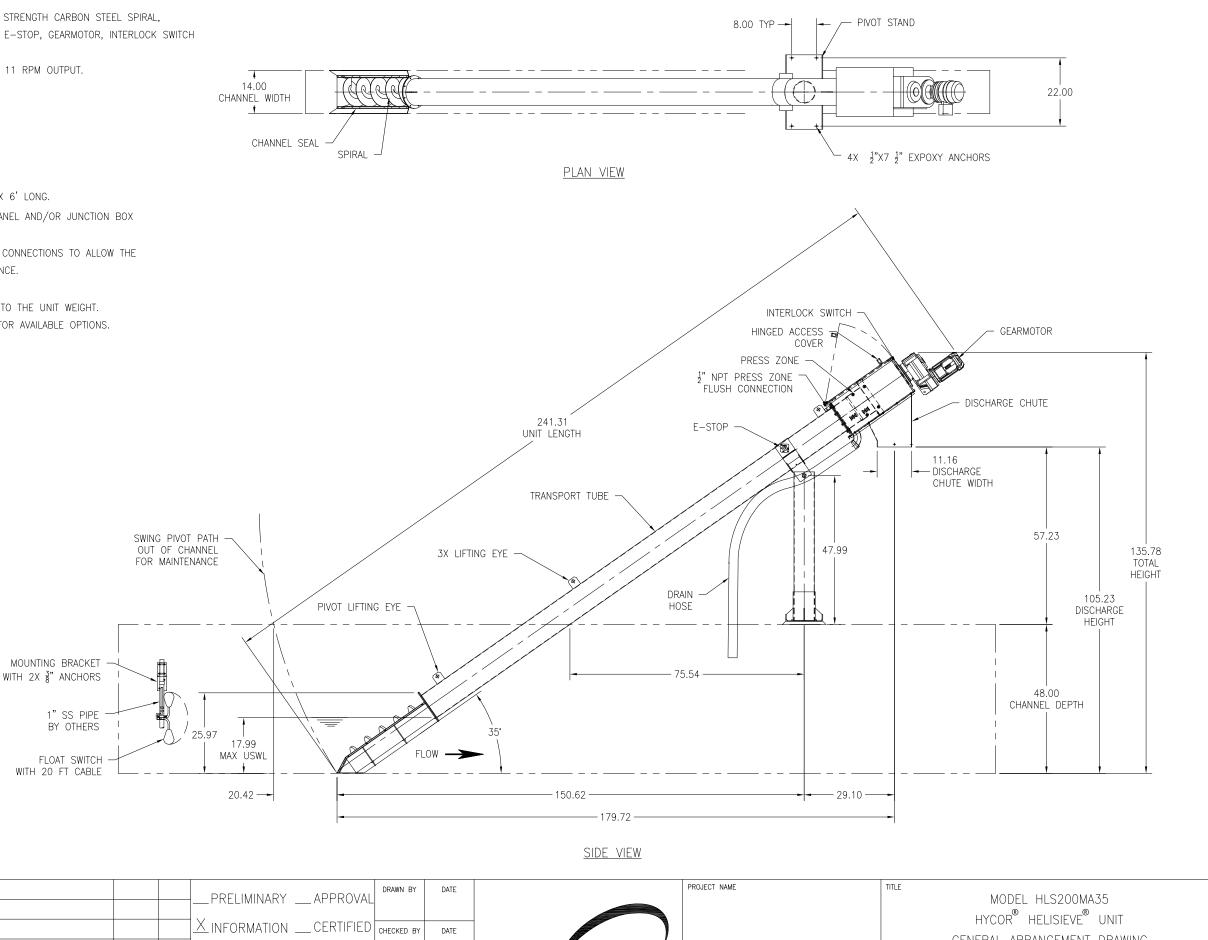
- C. INTERLOCK SWITCH: 120V, 1PH, 60HZ, LEAD TYPE-18/2 X 6' LONG.
- 7. ALL WIRING BETWEEN ELECTRICAL DEVICES AND CONTROL PANEL AND/OR JUNCTION BOX TO BE BY OTHERS.
- 8. PROVIDE SUFFICIENT FLEXIBILITY IN WATER AND ELECTRICAL CONNECTIONS TO ALLOW THE SCREEN BASKET TO PIVOT OUT OF CHANNEL FOR MAINTENANCE.

SUPPORT STAND

1.00 GROUT

HEIGHT

- 9. RECOMMENDED CLEARANCE 3' AROUND AND ABOVE UNIT.
- 10. LIFTING CAPACITY FOR PIVOT LIFTING EYE SHALL BE EQUAL TO THE UNIT WEIGHT.
- 11. STANDARD UNIT SHOWN. CONSULT PARKSON CORPORATION FOR AVAILABLE OPTIONS.



END VIEW

14.00

(12.00 MIN) CHANNEL WIDTH

This drawing and all appurtenant matter contains information This drawing and all appurtenant matter contains information proprietary to PARKSON CORPORATION and is loaned subject to return upon demand and must not be reproduced, copied, loaned, revealed, nor used for any purpose other than that for which it is specifically furnished without expressed written consent of PARKSON CORPORATION. The Owner, Project Engineer, and all others involved with the project design must implement and follow ull sofety standards required by local, state and federal laws when incorporating Parkson Corporation equipment into the overall project design. Parkson Corporation will not be responsible for location and/or placement of enument in the alond design por Parks THIS DRAWING IS LIMITED TO FUNCTIONAL DESIGN, GENERAL ARRANGEMENT AND CLEARANCE. NO RESPONSIBILITY IS ACCEPTED BY PARKSON CORPORATION FOR OTHER DIMENSIONS, QUANITIES, OR COORDINATION WITH OTHER EQUIPMENT OR REFERENCE INFORMATION location and/or placement of equipment in the plant design, no is Parkson Corporation responsible for plant safety design and SIZE SCALE REV DATE: 08/10/2 for the failure to follow appropriate safety precautions in the operation and maintenance of Parkson Corporation equipment. 3/8"=1' В REV DESCRIPTION DATE ΒY DRAWINGS EXCEPT AS STATED IN PURCHASE ORDER.

		GENERAL ARRANGEME	INT DRAWING	
2020	DRAWING NO			RI
			SHEET 1 OF 1	

	CONSTRUCTION ITEMS					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	S	JBTOTAL
1	Spiral Screen, Screen Controls, Installation, and Startup	1	LS	\$ 117,000	\$	117,000
2	Influent Screen (manual raked screen)	1	LS	\$ 19,000	\$	19,000
3	New Headworks Building (Block Construction, Foundation, Concrete Channel)	360	SF	\$ 150	\$	54,000
4	Earthwork - Excavation & Compaction	1	LS	\$ 10,500	\$	10,500
5	Cast In Place Concrete (channel, slab, etc.)	13	CY	\$ 1,500	\$	19,500
6	Relocate Existing Electrical Conduit	1	LS	\$ 8,500	\$	8,500
7	Misc. Site Work	1	LS	\$ 10,000	\$	10,000
Subtotal Construction Items					\$	238,500
Instrumentation, Controls, and Electrical (Conversion of all Electrical to Explosion Proof)					\$	12,500
Mobilization, Bonds, and Insurance (10% Subtotal Construction Items)				\$	23,850	
Contractor Overhead and Profit (10% Subtotal Construction Items)				\$	23,850	
Total Construction Cost					\$	298,700
	Contingency and Non-Construction Costs					
Construction Contingency (20% Total Construction Cost)				\$	59,740	
Engineering, Permitting, Construction Management and Bidding (Site Application, Process Design Report, 100% Plans and Specifications)				\$	49,000	
Total Contingency and Non-Construction Costs				\$	108,740	
Total Project Cost \$				\$	407,440	
The est	The estimate of probable cost is based on Element Engineering's understanding of the project at the current project phase. This estimate is in no way a guarantee of cost.					ee of cost.
Elemen	lement Engineering is not responsible for methods used by contractor's in their bidding on the project, material cost and availability, or changes in cost at the time of b				ime of bid.	

GREEN VALLEY LANDSCAPE P.O. BOX 594 LOUISVILLE, CO 80027 Phone: (303) 412-6701 Fax: (303) 412-7636 Cell: (303) 332-2543

Fairways Metropolitan district c/o SDMSI(Larry Loften)
141 Union Blvd., Suite 150
Lakewood, CO 80228
Ph# 720-266-7216
Job Site: Fairways Metropolitan District Waste Water Treatment Plant 4400 Lake Valley Drive Niwot, CO 80503

Thank you for giving Green Valley Landscape an opportunity to provide you with a proposal.

This contract agreement is executed and agreed to be effective upon signing the contract. It is agreed to hire Green Valley Landscape (Contractor) to perform the work as identified.

FENCE: Build 2 field gates in front of the water treatment plant as discussed

12 feet each gate -----\$4532

Install a pull out walking gate in the middle((4 feet wide) as discussed)

Install chicken wires around all the fence-----\$4918

Green Valley Landscape

_____Date____ Fairways Metropolitan District c/o SDMSI(Larry Loften)

Date

Prepared For

Alpen Fence & Barrier BILLING- 4610 Colliers Reserve Circle, Elizabeth CO OPERATIONS- 9856 Motsenbocker Rd, Parker, CO Phone: (720) 891-5501 Email: sales@alpenfence.com Web: alpenfence.com	Estim Date	ate # swir	nggate+fence 12/29/2022
Description	Rate	Quantity	Total
6' High x 30' Wide Opening Double Chain Link Gate- Installed -Welded 1-5/8" HF20 galvanized gate frames stretched with 9 ga. galv		1	\$5,424.00
-Cane bolt and drop rod pipe			
6' Chain Link Fence Installation Est. 10'- \$50.55 Specifications for Chain Link Fence: C DOT- M-607-2 @ LF Height: 6' Length- 10' Chain Link Fabric: 2" mesh 9 Gauge Terminal Posts: 2 7/8" x Schedule 40 Set 3' Deep w/Concrete Top Rail: None- 1 5/8" X Schedule 20 Line Posts: 1 7/8" x Schedule 40 Set 3' Deep w/ Concrete -caisson size 12"X3' Terminal 8"X2'6" Line	\$50.55	16	\$808.80
Bottom/Top Tension Wire: 7 Gauge Smooth Hog Ring- 9 ga.			



Subtotal	\$6,232.80
Total	\$6,232.80

-All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.

-to the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work

-Contractor may at its discretion engage subcontractors to perform work herunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

-Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due

-All Change Orders and/or Additional work Authorizations shall be in writing and signed by both owner and contractor

-Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors

-Contractor agrees to remove all debris and leave the premises in broom-clean conditions

-In the event owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within 30 days from the due date of payment shall be deemed a material breach of this contract

- Alpen Construction Retains title ownership of all materials furnished and purchased by Alpen construction. Upon successful Completion of this contract and all invoices paid, ownership is automatically transferred to customers possession

-All disputes herunder shall be resolve by binding arbitration in accordance with the rules of the American Arbitration Association.

-While HOA designs are to be followed in accordance to basic aesthetic aspects of the required design, Alpen Fence & Barrier will not follow designs that it feels compromise the structural integrity of your fence and may make changes that retain the aesthetic design and improve structural integrity is understood by the customer

-Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials

-* By signing this contract the customer is aware of a 3 day or 72 hour rescission period granted by the FTC for the cancellation of this contract

***IMPORTANT INFORMATION *** PAYMENT INFO/SCHEDULE-- PLEASE READ

-Unmarked private utilities ie. sprinklers, septic. Will be reasonably avoided by Alpen Fence & Barrier, however Alpen is not liable for damage to unmarked private utilities. It is agreed upon that it is the customers risk and liability that damage is possible to occur to unmarked private utilities unless marked and identified by the customer.

Alpen will asses its own rates and charges for repair if requested by the customer.

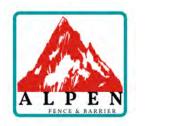
-We will require a 50% payment upon the acceptance and signing of this contract, or on the first day of project start, upon completion the additional 50% will be required

-Signed Project Cancellations will incur a 25% Fee of the total signed contract amount.

-Payment made by check may be processed by the following {On today's date do you, The Signing Party, agree to let us, Alpen Fence & Barrier, make a one-time electronic debit from your bank account for amount of transaction, and Invoiced amount, on or after the specified due date? If you have any questions about this debit, you can reach us at (720) 324-9895.}

-There shall be a late payment fee of five percent (5%) of payment if the payment is not received within two (2) days after the due date on invoice, and every seven (7) days after. Payment may not be withheld in the event of a project discrepancy, and the due date will stand as directed by Alpen. Project discrepancy's, ie. gate issues, damaged or miscut lumber, Ect. will be addressed within no more than 2 business days of the final payment received.

Prepared For



Alpen Fence & Barrier BILLING- 4610 Colliers Reserve Circle, Elizabeth CO OPERATIONS- 9856 Motsenbocker Rd, Parker, CO Phone: (720) 891-5501 Email: sales@alpenfence.com Web: alpenfence.com	Estim Date	ate # canti	lever+swing 12/29/2022
Description	Rate	Quantity	Total
6' High x 25' Wide Opening Chain Link Cantilever Slide Gate (Installed) Unpowered	\$8,145.25	1	\$8,145.25
 -1 - 6' High x 25' Wide Opening Galvanized Chain Link Cantilever Slide -2 - 4" O.D. x 10' Galvanized HF40 Gate Roller Posts -1 - 3" O.D. x 10' Galvanized HF40 Gate Latch Post -2 - 4" Post Caps -1 - 3" Post Cap -4 - 4" x 2-1/2" Nylon Cantilever Rollers -2 - Top Fit Safety Protective Roller Covers -2 - Bottom Fit Safety Protective Roller Covers -1 - Galvanized Slide Gate Latch 	Gate		
6' High x 10' Wide Opening Single Chain Link Gate- Installed	\$2,150.00	1	\$2,150.00
-Welded 1-5/8" HF20 galvanized gate frames streched with 9 ga. galva -Installation of gate hinge Post 4" Sch 40	anized fabric	-	

Subtotal	\$10,295.25
Total	\$10,295.25

+

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-Signed Project Cancellations will incur a 25% Fee of the total signed contract amount.

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Prepared For



	ate # cant	
Date		12/29/2022
Rate	Quantity	Total
\$8,145.25	1	\$8,145.25
Gate		
\$50.55	15	\$758.25
	Date Rate \$8,145.25 Gate	RateQuantity\$8,145.251Gate

tal \$8,903.50	Subtotal
\$8,903.50	Total

+

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-Signed Project Cancellations will incur a 25% Fee of the total signed contract amount.

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Prepared For

Alpen Fence & Barrier BILLING- 4610 Colliers Reserve Circle, Elizabeth CO OPERATIONS- 9856 Motsenbocker Rd, Parker, CO Phone: (720) 891-5501 Email: sales@alpenfence.com Web: alpenfence.com	Estimate / Date	Estimate # longcantileve Date 12/2	
Description	Rate	Quantity	Total
6' Chain Link Fence Installation Est. 10'- \$50.55 Specifications for Chain Link Fence: C DOT- M-607-2 @ LF Height: 6' Length- 10' Chain Link Fabric: 2" mesh 9 Gauge Terminal Posts: 2 7/8" x Schedule 40 Set 3' Deep w/Concrete Top Rail: None- 1 5/8" X Schedule 20 Line Posts: 1 7/8" x Schedule 40 Set 3' Deep w/ Concrete -caisson size 12"X3' Terminal 8"X2'6" Line Bottom/Top Tension Wire: 7 Gauge Smooth Hog Ring- 9 ga.	\$50.55	16	\$808.80
 6' High x 30' Wide Opening Chain Link Cantilever Slide Gate (Installed) Unpowered -1 - 6' High x 30' Wide Opening Galvanized Chain Link Cantilever Slide -2 - 4" O.D. x 10' Galvanized HF40 Gate Roller Posts -1 - 3" O.D. x 10' Galvanized HF40 Gate Latch Post -2 - 4" Post Caps -1 - 3" Post Cap -4 - 4" x 2-1/2" Nylon Cantilever Rollers -2 - Top Fit Safety Protective Roller Covers -2 - Bottom Fit Safety Protective Roller Covers 	\$9,335.29 e Gate	1	\$9,335.29

+

Subtotal	\$10,144.09
Total	\$10,144.09

-All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.

-to the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work

-Contractor may at its discretion engage subcontractors to perform work herunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

-Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due

-All Change Orders and/or Additional work Authorizations shall be in writing and signed by both owner and contractor

-Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors

-Contractor agrees to remove all debris and leave the premises in broom-clean conditions

-In the event owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within 30 days from the due date of payment shall be deemed a material breach of this contract

- Alpen Construction Retains title ownership of all materials furnished and purchased by Alpen construction. Upon successful Completion of this contract and all invoices paid, ownership is automatically transferred to customers possession

-All disputes herunder shall be resolve by binding arbitration in accordance with the rules of the American Arbitration Association.

-While HOA designs are to be followed in accordance to basic aesthetic aspects of the required design, Alpen Fence & Barrier will not follow designs that it feels compromise the structural integrity of your fence and may make changes that retain the aesthetic design and improve structural integrity is understood by the customer

-Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials

-* By signing this contract the customer is aware of a 3 day or 72 hour rescission period granted by the FTC for the cancellation of this contract

***IMPORTANT INFORMATION *** PAYMENT INFO/SCHEDULE-- PLEASE READ

-Unmarked private utilities ie. sprinklers, septic. Will be reasonably avoided by Alpen Fence & Barrier, however Alpen is not liable for damage to unmarked private utilities. It is agreed upon that it is the customers risk and liability that damage is possible to occur to unmarked private utilities unless marked and identified by the customer.

Alpen will asses its own rates and charges for repair if requested by the customer.

-We will require a 50% payment upon the acceptance and signing of this contract, or on the first day of project start, upon completion the additional 50% will be required

-Signed Project Cancellations will incur a 25% Fee of the total signed contract amount.

-Payment made by check may be processed by the following {On today's date do you, The Signing Party, agree to let us, Alpen Fence & Barrier, make a one-time electronic debit from your bank account for amount of transaction, and Invoiced amount, on or after the specified due date? If you have any questions about this debit, you can reach us at (720) 324-9895.}

-There shall be a late payment fee of five percent (5%) of payment if the payment is not received within two (2) days after the due date on invoice, and every seven (7) days after. Payment may not be withheld in the event of a project discrepancy, and the due date will stand as directed by Alpen. Project discrepancy's, ie. gate issues, damaged or miscut lumber, Ect. will be addressed within no more than 2 business days of the final payment received.