

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

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|----------------------------|---------------------|-------------------------|
| Gerald “Jerry” Schram | Treasurer | 2023/May 2023 |
| Wilmer “Catt” Wilson | Assistant Secretary | 2023/May 2023 |
| VACANT | | 2025/May 2023 |
| VACANT | | 2025/May 2023 |
| VACANT | | 2025/May 2023 |
| Steve Beck | Secretary | |
| Jon Pavlovic | Director Emeritus | |

DATE: January 9, 2023 (Monday)
TIME: 5:30 P.M.
PLACE: Zoom Meeting

<https://us02web.zoom.us/j/83804564187?pwd=a0h6aWRzOVFjWVA2bXNocXRwdDIYUT09>

Phone Number: 1 (719) 359-4580

Meeting ID: 838 0456 4187

Passcode: 232483

One tap mobile: +17193594580,,83804564187# US

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 and designate 24-hour posting location.

C. Review and approve Minutes of the October 10, 2022 Regular Meeting (enclosure).

D. Discuss flyers, handouts, notices and website for posting of notices and information.

- E. Discuss vacant positions, 2023 Election and Self-Nomination Forms.

- F. Consider appointment to fill vacancies; Administer Oath of Office.

- G. President _____
Treasurer _____
Secretary _____
Asst. Secretary _____
Asst. Secretary _____
Asst. Secretary _____

III. FINANCIAL MATTERS

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

| Fund | Period ending Oct. 31, 2022 | Period ending Nov. 30, 2022 | Period ending Dec. 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 |

- B. Review and accept the unaudited preliminary financial statements and cash position schedule for the period ending December 31, 2022 (enclosure).

IV. LEGAL MATTERS

- A. Discuss status of Memorandum of Understanding with Lake Valley Golf Club (enclosure).

V. ENGINEERING / OPERATIONS MATTERS

- A. Discuss and consider approval and assignment to ORC Water Professionals, Inc. ("ORC") to perform the list of reporting/notification requests (enclosure).

- B. Operator's Report.

1. Aerators.

- a. Discuss the status of the replacement of the aerators and timeline for repair.

- b. Discuss the status of the two new aerators that were approved for purchase in January 2022.

- c. Discuss number of operating aerators and timeline for repair.

- d. Discuss proactively repairing/cleaning non-functioning aerators as they go down.

2. Review and consider recommendation from DynaSand for a compressor.

3. Discuss 2023 Priorities.

- a. Bar screen (enclosures).

- b. Sludge removal from pond.

4. Discuss the schedule for site visits.

5. Discuss process to notify the District when there are issues with the plant.

6. Discuss and consider approval to add a monthly status report to be provided to the Board.

7. Discuss update us on the manhole sealing along Niblick Drive that was planned for summer 2022.

8. Discuss the status of calibration of the influent meter.
-

- C. Discuss fence, gate and signage (enclosures and to be distributed).
-

- D. Engineer's Report.
-

- E. Engineering Committee Report.
-

VI. OTHER MATTERS

- A. Discuss synthetic wipe designs and mechanical treatment options.
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- B. Discuss status of the extra pond covers.
-

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
APRIL 10, 2023**

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 OCTOBER 10, 2022

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 10th day of October, 2022, 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:

Gerald “Jerry” Schram
Wilmer “Catt” Wilson

Also In Attendance Were:

Steve Beck; Special District Management Services, Inc.

Nick Marcotte; Element Engineering, LLC

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

Doug Bacon and Judy Shinn; Residents

COMMUNITY COMMENTS

Community Comments: Mr. Bacon discussed the District, community and his intent in a position on the Board.

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.

RECORD OF PROCEEDINGS

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.

Minutes: The Board reviewed the Minutes of the July 11, 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 July 11, 2022 Regular Meeting, as amended.

Resignation and Appointment of Secretary to the Board: The Board discussed the resignation of David Solin and considered the appointment of Steve Beck as Secretary to the Board.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board accepted the resignation of David Solin as Secretary to the Board and appointed Steve Beck as Secretary to the Board.

Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: Mr. Beck discussed with the Board Resolution No. 2021-10-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet at 5:30 p.m. on January 9, April 10, July 10 and October 9, 2023 via teleconference.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-10-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2023: The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2023.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board determined to post the required transparency notice information on the Special District Association's website and the District website.

FINANCIAL MATTERS

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

| Fund | Period ending July 31, 2022 | Period ending August 31, 2022 | Period ending Sept. 30, 2022 |
|---------------------|--------------------------------|----------------------------------|---------------------------------|
| General | \$ 2,547.36 | \$ 9,924.61 | \$ 4,743.27 |
| Capital | \$ -0- | \$ -0- | \$ -0- |
| Enterprise | \$ 6,767.19 | \$ 6,574.90 | \$ 9,010.62 |
| Total Claims | \$ 9,314.55 | \$ 16,499.51 | \$ 13,753.89 |

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.

Resolution No. 2022-10-02 to Certify Delinquent Accounts to County Treasurer: The Board reviewed Resolution No. 2022-10-02 to Certify Delinquent Accounts to County Treasurer.

Following review and discussion, upon motion duly made by Director Schram, seconded by Director Pavlovic and, upon vote, unanimously carried, the Board authorized Mr. Beck to work with the Residents delinquent in their accounts, to make payment plans and approved the Certification of Delinquent Accounts.

2022 Audit: The Board reviewed the proposal from Dazzio & Associates, PC to perform the 2022 Audit.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board approved the engagement of Dazzio & Associates, PC to perform the 2022 Audit, for an amount not to exceed \$5,100.

2022 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within

RECORD OF PROCEEDINGS

the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Schram moved to adopt the Resolution to Amend 2022 Budget, Director Wilson seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-03 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2023 Budget Hearing: The Board opened the Public Hearing to consider the proposed 2023 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this Public Hearing. No public comments were received, and the Public Hearing was closed.

Mr. Solin reviewed the estimated 2022 expenditures and the proposed 2023 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2022-10-04; Resolution to Adopt the 2022 Budget and Appropriate Sums of Money, and Resolution No. 2022-10-05; Resolution to Set Mill Levies (for the General Fund at 3.545 mills; for the Debt Service Fund 0.000 mills, for a total mill levy of 3.545 mills). Upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2022. Mr. Beck was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Boulder County and the Division of Local Government not later than December 15, 2022. Mr. Beck was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

DLG-70 Mill Levy Certification Form: The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Preparation of the 2024 Budget: The Board discussed preparation of the 2024 Budget.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson, and upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget.

The Board determined to hold the public hearing to consider adoption of the 2024 Budget on October 9, 2023.

LEGAL MATTERS

Election Resolution: The Board discussed Resolution No. 2022-10-06; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election.

Following discussion, upon motion duly made by Director Schram, seconded by Director Wilson and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-10-06; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing the DEO and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

Memorandum of Understanding (“MOU”) between the District and Lake Valley Golf Club (“LVGC”): The Board entered into discussion regarding the status of the proposed Memorandum of Understanding with Lake Valley Golf Club. It was noted Mr. Pavlovic and Mr. Galnick worked on the MOU and will send the draft to Mr. Beck for distribution. Ms. Galnick discussed the community and Mr. Galnick discussed the Golf Course. No action was taken.

ENGINEERING/ OPERATIONS MATTERS

Operator’s Report:

Aerators: Ms. Beck reviewed with the Board comments and notes from Ms. Begeman.

RECORD OF PROCEEDINGS

Air Compressor: Ms. Beck reviewed with the Board comments and notes from Ms. Begeman.

2022 Priorities:

Status of Guildner Pipeline Maintenance for Work on the District's Manholes:

Mr. Beck discussed with the Board the status of the Guildner Pipeline maintenance for the work on the District's manholes. Mr. Galnick noted that Guildner drove onto the GC and damaged the irrigation system, including some valves and a pipe. Mr. Beck spoke with Gabrielle Begeman with ORC Water Professionals, Inc., and neither knew that Guildner was coming on that day. Guildner was advised that they may not enter onto the GC without Ms. Begeman and the GC knowing about it in advance.

Engineer's Report: Mr. Marcotte reviewed with the Board the Engineer's Report and discussed the need for a bar screen at the plant. No action was taken.

Engineering Committee Report: Mr. Bacon expressed his concern about the treatment plant. Ms. Galnick asked Mr. Marcotte about plant operations and concerns of the Residents. No action was taken.

OTHER MATTERS

Synthetic Wipe Study Design Proposals for Mechanical Treatment: The Board deferred.

Extra Pond Covers: It was noted Mr. Marcotte is still looking for a user to take the extra pond covers.

Quarterly Operations Reports from ORC Water Professionals, Inc. ("ORC"): The Board entered into discussion regarding Quarterly Operations Reports from ORC. No action was taken.

Pond: The Board entered into discussion regarding a recent incident with an elderly resident getting into a pond and having to be rescued by a golfer. The Board directed and authorized Mr. Beck to assess various safety measures around the District's facilities and to obtain quotes as appropriate.

RECORD OF PROCEEDINGS

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

THESE MINUTES APPROVED AS THE OFFICIAL OCTOBER 10, 2022
MEETING MINUTES OF THE FAIRWAYS METROPOLITAN DISTRICT BY
THE BOARD OF DIRECTORS SIGNING BELOW:

Gerald Schram

Wilmer Wilson

Fairways Metropolitan District
October-22

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--------------------------------------|---------------|------------|------------|-------------|----------------------------|----------------|
| Badger Meter Inc | 80108608 | 9/29/2022 | 9/29/2022 | \$ 3.56 | Plant Maintenance & Repair | 4-750 |
| DPC Industries, Inc | DE73000643-22 | 8/31/2022 | 8/31/2022 | \$ 100.00 | Chemicals | 4-782 |
| Dan's Custom Construction, Inc. | 842 | 9/6/2022 | 9/6/2022 | \$ 2,695.00 | Plant Maintenance & Repair | 4-750 |
| Lake Valley Golf Club | 2022-October | 10/19/2022 | 10/19/2022 | \$ 550.00 | LVGC Maintenance Agreement | 4-786 |
| Land Title Guarantee Company | OE1034305 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034306 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034299 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034296 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034297 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034293 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034298 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034303 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034307 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034291 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034313 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034292 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034304 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034310 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034295 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034294 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034314 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034300 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034301 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034312 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034302 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034311 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034308 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| Land Title Guarantee Company | OE1034315 | 8/29/2022 | 8/29/2022 | \$ 5.00 | Billing Service | 1-616 |
| ORC Water Professionals, Inc | 255896 | 9/30/2022 | 9/30/2022 | \$ 481.00 | Permits and Testing | 4-780 |
| ORC Water Professionals, Inc | 255896 | 9/30/2022 | 9/30/2022 | \$ 3,146.26 | Plant Maintenance & Repair | 4-750 |
| ORC Water Professionals, Inc | 255896 | 9/30/2022 | 9/30/2022 | \$ 1,082.55 | Plant Operator | 4-755 |
| Path Point Merchant Services Llc | 400743 | 9/30/2022 | 9/30/2022 | \$ 52.23 | Billing Service | 1-616 |
| Path Point Merchant Services Llc | 400743 | 8/31/2022 | 8/31/2022 | \$ 190.61 | Billing Service | 1-616 |
| RLI Surety | 936189 | 10/19/2022 | 10/19/2022 | \$ 250.00 | Insurance & Bonds | 1-670 |
| Special District Management Services | Sep-22 | 9/30/2022 | 9/30/2022 | \$ 634.92 | Supplies and Expenses | 1-690 |
| Special District Management Services | Sep-22 | 9/30/2022 | 9/30/2022 | \$ 1,164.00 | Billing Service | 1-616 |
| Special District Management Services | Sep-22 | 9/30/2022 | 9/30/2022 | \$ 1,169.20 | Accounting | 1-612 |
| Special District Management Services | Sep-22 | 9/30/2022 | 9/30/2022 | \$ 2,565.20 | Administrative Services | 1-614 |
| Spencer Fane, LLP | 1134792 | 8/31/2022 | 8/31/2022 | \$ 524.00 | Legal | 1-675 |
| Spencer Fane, LLP | 1140773 | 9/30/2022 | 9/30/2022 | \$ 44.00 | Legal | 1-675 |
| UNCC | 222090596 | 9/30/2022 | 9/30/2022 | \$ 22.10 | Utilities | 4-790 |
| Xcel Energy | 796334676 | 9/15/2022 | 9/15/2022 | \$ 734.81 | Utilities | 4-790 |
| Xpress Bill Pay | 68743 | 9/30/2022 | 10/5/2022 | \$ 24.31 | Billing Service | 1-616 |

\$15,553.75

Fairways Metropolitan District
October-22

| | General | Capital | Enterprise | Totals |
|--|-------------|---------|-------------|--------------|
| Disbursements | \$ 8,815.28 | | 6,738.47 | \$ 15,553.75 |
| Payroll | | | | \$ - |
| Total Disbursements from Checking Acct | \$ 8,815.28 | \$ - | \$ 6,738.47 | \$ 15,553.75 |

Fairways Metropolitan District
November-22

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--------------------------------------|--------------------|------------|------------|--------------|----------------------------|----------------|
| Badger Meter Inc | 80110869 | 10/28/2022 | 10/28/2022 | \$ 3.80 | Plant Maintenance & Repair | 4-750 |
| DPC Industries, Inc | 737004948-22 | 10/21/2022 | 10/21/2022 | \$ 2,323.46 | Chemicals | 4-782 |
| DPC Industries, Inc | DE73000730-22 | 9/30/2022 | 9/30/2022 | \$ 100.00 | Chemicals | 4-782 |
| Freedom Mailing Service, Inc | 43860 | 10/7/2022 | 11/6/2022 | \$ 171.59 | Billing Service | 1-616 |
| Gerald Schram* | 10/10/2022 Meeting | 10/10/2022 | 10/10/2022 | \$ 92.35 | Director Fees Payable | 1-314 |
| Lake Valley Golf Club | 2022 November | 11/14/2022 | 11/14/2022 | \$ 550.00 | LVGC Maintenance Agreement | 4-786 |
| ORC Water Professionals, Inc | 256026 | 10/31/2022 | 10/31/2022 | \$ 787.00 | Permits and Testing | 4-780 |
| ORC Water Professionals, Inc | 256026 | 10/31/2022 | 10/31/2022 | \$ 21,963.69 | Plant Maintenance & Repair | 4-750 |
| ORC Water Professionals, Inc | 256026 | 10/31/2022 | 10/31/2022 | \$ 1,082.55 | Plant Operator | 4-755 |
| Path Point Merchant Services Llc | 400743 | 10/31/2022 | 10/31/2022 | \$ 127.02 | Billing Service | 1-616 |
| Prairie Mountain Media, LLC | 323790 | 9/30/2022 | 9/30/2022 | \$ 39.60 | Miscellaneous | 1-685 |
| Special District Management Services | Oct-22 | 10/31/2022 | 10/31/2022 | \$ 153.04 | Supplies and Expenses | 1-690 |
| Special District Management Services | Oct-22 | 10/31/2022 | 10/31/2022 | \$ 1,003.00 | Billing Service | 1-616 |
| Special District Management Services | Oct-22 | 10/31/2022 | 10/31/2022 | \$ 1,139.60 | Accounting | 1-612 |
| Special District Management Services | Oct-22 | 10/31/2022 | 10/31/2022 | \$ 4,182.00 | Administrative Services | 1-614 |
| UNCC | 222100598 | 10/31/2022 | 10/31/2022 | \$ 14.30 | Utilities | 4-790 |
| Wilmer Wilson | 10/10/2022 Meeting | 10/10/2022 | 10/10/2022 | \$ 92.35 | Director Fees Payable | 1-314 |
| Xcel Energy | 800342154 | 10/14/2022 | 10/14/2022 | \$ 936.48 | Utilities | 4-790 |
| Xpress Bill Pay | 69489 | 10/31/2022 | 11/5/2022 | \$ 135.54 | Billing Service | 1-616 |
| | | | | \$ 34,897.37 | | |

Fairways Metropolitan District
November-22

| | General | Capital | Enterprise | Totals |
|--|-------------|---------|--------------|--------------|
| Disbursements | \$ 6,951.39 | | 27,761.28 | \$ 34,712.67 |
| Payroll | \$ 184.70 | | | \$ 184.70 |
| Total Disbursements from Checking Acct | \$ 7,136.09 | \$ - | \$ 27,761.28 | \$ 34,897.37 |

| Check Issue Date | Check Number | Payee | Amount |
|---------------------|-----------------|-------------------|--------|
| 11/14/2022 | 9309 | Schram, Gerald | 92.35 |
| 11/14/2022 | 9310 | Wilson, Wilmer W. | 92.35 |
| Grand Totals: | | | 184.70 |
| | 2 | | |

Fairways Metropolitan District
December-22

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|--------------------------------------|-----------------|------------|------------|--------------|----------------------------|----------------|
| Badger Meter Inc | 80113190 | 11/30/2022 | 11/30/2022 | \$ 3.80 | Plant Maintenance & Repair | 4-750 |
| Colorado Special District P&L | 23PL-58438-2026 | 10/20/2022 | 12/20/2022 | \$ 7,407.00 | Prepaid Expenses | 1-140 |
| DPC Industries, Inc | DE73000816-22 | 10/31/2022 | 10/31/2022 | \$ 100.00 | Chemicals | 4-782 |
| Diversified Underground, Inc. | 26733 | 11/30/2022 | 11/30/2022 | \$ 375.00 | Utilities | 4-790 |
| Diversified Underground, Inc. | 26578 | 10/31/2022 | 10/31/2022 | \$ 455.00 | Utilities | 4-790 |
| Element Engineering, LLC | 0001B-04 | 11/5/2022 | 12/5/2022 | \$ 1,512.50 | Engineering | 4-677 |
| Element Engineering, LLC | 05 0068 | 12/2/2022 | 12/20/2022 | \$ 1,200.00 | Engineering | 4-677 |
| Guildner Pipeline Maintenance, Inc | 11550 | 8/23/2022 | 8/23/2022 | \$ 13,243.75 | Jetting & Televising | 4-783 |
| Lake Valley Golf Club | 2022 December | 12/20/2022 | 12/20/2022 | \$ 550.00 | LVGC Maintenance Agreement | 4-786 |
| Land Title Guarantee Company | OE1034309 | 12/20/2022 | 12/20/2022 | \$ 5.00 | Billing Service | 1-616 |
| Path Point Merchant Services Llc | 400743 | 11/30/2022 | 11/30/2022 | \$ 93.72 | Billing Service | 1-616 |
| Special District Management Services | Nov-22 | 11/30/2022 | 11/30/2022 | \$ 44.40 | Election | 1-635 |
| Special District Management Services | Nov-22 | 11/30/2022 | 11/30/2022 | \$ 4.97 | Supplies and Expenses | 1-690 |
| Special District Management Services | Nov-22 | 11/30/2022 | 11/30/2022 | \$ 602.00 | Billing Service | 1-616 |
| Special District Management Services | Nov-22 | 11/30/2022 | 11/30/2022 | \$ 947.20 | Accounting | 1-612 |
| Special District Management Services | Nov-22 | 11/30/2022 | 11/30/2022 | \$ 814.00 | Administrative Services | 1-614 |
| UNCC | 222110584 | 11/30/2022 | 11/30/2022 | \$ 5.20 | Utilities | 4-790 |
| Xcel Energy | 804204403 | 11/11/2022 | 11/11/2022 | \$ 1,856.48 | Utilities | 4-790 |
| Xpress Bill Pay | 70225 | 11/30/2022 | 12/5/2022 | \$ 24.40 | Billing Service | 1-616 |
| iRecord365 | 2803 | 11/30/2022 | 11/30/2022 | \$ 81.00 | Billing Service | 1-616 |

\$ 29,325.42

Fairways Metropolitan District
December-22

| | General | Capital | Enterprise | Totals |
|--|--------------|---------|--------------|--------------|
| Disbursements | \$ 10,023.69 | | 19,301.73 | \$ 29,325.42 |
| Payroll | | | | \$ - |
| Total Disbursements from Checking Acct | \$ 10,023.69 | \$ - | \$ 19,301.73 | \$ 29,325.42 |

FAIRWAYS METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2022

| | <u>Rate</u> | <u>Operating</u> | <u>Enterprise</u> | <u>Total</u> |
|---------------------------|-------------|----------------------|----------------------|----------------------|
| Checking: | | | | |
| Cash in Checking-1st Bank | | \$ (39,551.13) | \$ 121,211.77 | \$ 81,660.64 |
| Investments: | | | | |
| Cash in Bank-ColoTrust | 2.6205% | 18,804.63 | - | 18,804.63 |
| 1st Bank Liquid Asset | 0.3500% | 255,041.72 | 51,761.99 | 306,803.71 |
| TOTAL FUNDS: | | <u>\$ 234,295.22</u> | <u>\$ 172,973.76</u> | <u>\$ 407,268.98</u> |

2022 Mill Levy Information

| | |
|---------------------------------------|--------------|
| Certified General Fund Mill Levy | 3.545 |
| Certified Debt Service Fund Mill Levy | <u>0.000</u> |
| Total Certified Mill Levy | <u>3.545</u> |

Board of Directors

Gerald Schram
Wilmer Wilson

* authorized signer on checking account

FAIRWAYS METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
December 31, 2022

FAIRWAYS METROPOLITAN DISTRICT
Combined Balance Sheet- All Fund Types
December 31, 2022

| | General | Enterprise | Total |
|--|--------------------------|----------------------------|----------------------------|
| Assets | | | |
| Cash in Checking-1st Bank | \$ (39,551) | \$ 121,212 | \$ 81,661 |
| Cash in Bank-ColoTrust | 18,805 | - | 18,805 |
| 1st Bank Liquid Asset | 255,042 | 51,762 | 306,804 |
| Xpress Deposit Account | 25,448 | - | 25,448 |
| Prepaid Expenses | 7,907 | - | 7,907 |
| Accounts Receivable-Other | - | 87,854 | 87,854 |
| Property Taxes Receivable | 87,078 | - | 87,078 |
| Total Current Assets | <u>355,033</u> | <u>260,828</u> | <u>615,861</u> |
| Capital Assets | | | |
| Sewer Treatment System | - | 4,140,920 | 4,140,920 |
| Accumulated Depreciation | - | (1,964,913) | (1,964,913) |
| Total Capital Assets | <u>-</u> | <u>2,176,006</u> | <u>2,176,006</u> |
| Total Assets | <u><u>\$ 355,033</u></u> | <u><u>\$ 2,436,834</u></u> | <u><u>\$ 2,791,867</u></u> |
| Liabilities | | | |
| Payroll Liabilities | \$ 184 | \$ - | \$ 184 |
| 2013 CWPA Loan | - | 938,216 | 938,216 |
| 2016 CWPA Loan | - | 257,300 | 257,300 |
| 2018 CWPA Loan | - | 152,625 | 152,625 |
| Total Liabilities | <u>184</u> | <u>1,348,141</u> | <u>1,348,325</u> |
| Deferred Inflows of Resources | | | |
| Deferred Property Taxes | 87,078 | - | 87,078 |
| Deferred Sewer Service Fees | - | 74,174 | 74,174 |
| Total Deferred Inflows of Resources | <u>87,078</u> | <u>74,174</u> | <u>161,252</u> |
| Fund Balance | | | |
| Net Investment Capital Assets | - | 843,280 | 843,280 |
| Fund Balance | 130,383 | 222,535 | 352,918 |
| Current Year Earnings | 137,388 | (51,296) | 86,093 |
| Total Fund Balances | <u>267,771</u> | <u>1,014,519</u> | <u>1,282,290</u> |
| Total Liabilities, Deferred Inflows of Resources and Fund Balance | <u><u>\$ 355,033</u></u> | <u><u>\$ 2,436,834</u></u> | <u><u>\$ 2,791,867</u></u> |

FAIRWAYS METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending
December 31, 2022
General Fund

| | 2021 Actual | Period Actual | 2022 YTD Actual | Budget | Favorable (Unfavorable) Variance | % of Budget |
|--|-------------------|-------------------|-------------------|-------------------|--|---------------|
| Revenues | | | | | | |
| Property Taxes | \$ 77,373 | \$ 24,021 | \$ 88,901 | \$ 88,941 | \$ (40) | 100.0% |
| Specific Ownership Taxes | 3,832 | 921 | 4,003 | 3,500 | 503 | 114.4% |
| Interest Income | 76 | 302 | 1,280 | 100 | 1,180 | 1280.1% |
| Total Revenues | <u>81,281</u> | <u>25,244</u> | <u>94,184</u> | <u>92,541</u> | <u>1,643</u> | <u>101.8%</u> |
| Expenditures | | | | | | |
| Accounting | 13,230 | 2,679 | 12,772 | 17,850 | 5,078 | 71.6% |
| Administrative Services | 18,347 | 5,282 | 17,337 | 23,100 | 5,763 | 75.1% |
| Audit | 4,900 | 4,900 | 4,900 | 5,775 | 875 | 84.8% |
| Billing Service | 6,700 | 1,920 | 10,151 | 6,825 | (3,326) | 148.7% |
| Director's Fees | 1,185 | 200 | 1,200 | 1,200 | - | 100.0% |
| Election | - | 15 | 767 | 2,000 | 1,233 | 38.4% |
| Insurance & Bonds | 3,406 | - | 7,467 | 7,725 | 258 | 96.7% |
| Legal | 3,044 | 1,245 | 2,905 | 7,500 | 4,595 | 38.7% |
| Payroll Taxes | 99 | 15 | 92 | 92 | 0 | 99.8% |
| Miscellaneous | 1,403 | 849 | 2,289 | 1,500 | (789) | 152.6% |
| Supplies and Expenses | 2,370 | 126 | 1,501 | 2,500 | 999 | 60.0% |
| Treasurer's Fees | 1,161 | 361 | 1,335 | 1,334 | (1) | 100.0% |
| Contingency | - | - | - | 20,000 | 20,000 | 0.0% |
| Emergency Reserve | - | - | - | 2,776 | 2,776 | 0.0% |
| Total Expenditures | <u>55,845</u> | <u>17,592</u> | <u>62,717</u> | <u>100,177</u> | <u>37,460</u> | <u>62.6%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | 25,436 | 7,653 | 31,467 | (7,636) | 39,103 | |
| Transfers and Other Sources (Uses) | | | | | | |
| Transfer to Enterprise | - | - | (73,267) | - | (73,267) | |
| Transfer from Enterprise Fund | - | - | 179,188 | - | 179,188 | |
| Total Transfers and Other Sources (Uses) | <u>-</u> | <u>-</u> | <u>105,922</u> | <u>-</u> | <u>105,922</u> | |
| Change in Fund Balance | 25,436 | 7,653 | 137,388 | (7,636) | 145,024 | |
| Beginning Fund Balance | 104,947 | 260,118 | 130,383 | 114,947 | 15,436 | |
| Ending Fund Balance | <u>\$ 130,383</u> | <u>\$ 267,771</u> | <u>\$ 267,771</u> | <u>\$ 107,311</u> | <u>\$ 160,460</u> | |

FAIRWAYS METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Funds Available - Budget and Actual
For the 12 Months Ending
December 31, 2022
Enterprise Fund

| | 2021 Actual | Period Actual | 2022 YTD Actual | Budget | Favorable (Unfavorable) Variance | % of Budget |
|--|---------------------|---------------------|---------------------|-------------------|--|---------------|
| Revenues | | | | | | |
| Sewer Service Fees | \$ 284,210 | \$ 82,634 | \$ 300,656 | \$ 297,560 | \$ 3,096 | 101.0% |
| Tap Fees | (3,650) | - | - | - | - | - |
| Interest | 59 | - | 10 | 50 | (40) | 19.3% |
| Total Revenues | <u>280,619</u> | <u>82,634</u> | <u>300,666</u> | <u>297,610</u> | <u>3,056</u> | <u>101.0%</u> |
| Expenditures | | | | | | |
| Engineering | 10,669 | - | 4,067 | 15,000 | 10,933 | 27.1% |
| Insurance & Bonds | 3,690 | - | - | 4,500 | 4,500 | 0.0% |
| Plant Maintenance & Repair | 101,425 | 3,086 | 45,424 | 65,000 | 19,576 | 69.9% |
| Plant Operator | 12,991 | 3,248 | 10,826 | 18,000 | 7,175 | 60.1% |
| Permits and Testing | 14,248 | 4,672 | 9,354 | 15,000 | 5,646 | 62.4% |
| Chemicals | 7,639 | 4,667 | 18,499 | 10,000 | (8,499) | 185.0% |
| Jetting & Televising | 1,100 | - | 28,385 | 20,000 | (8,385) | 141.9% |
| Collection System Repair | - | - | - | 15,000 | 15,000 | 0.0% |
| LVGC Maintenance Agreement | 6,600 | 1,650 | 6,600 | 6,600 | - | 100.0% |
| Utilities | 28,736 | 4,169 | 17,989 | 35,000 | 17,011 | 51.4% |
| 2013 CWPA Loan Principal | 78,185 | - | 78,185 | 78,185 | 0 | 100.0% |
| 2016 CWPA Loan Principal | 16,600 | - | 16,600 | 16,600 | - | 100.0% |
| 2018 CWPA Loan Principal | 9,250 | - | 9,250 | - | (9,250) | 0.0% |
| Plant & System Upgrades | 15,000 | 862 | 862 | 40,000 | 39,138 | 2.2% |
| Contingency | - | - | - | 40,000 | 40,000 | 0.0% |
| Total Expenditures | <u>425,581</u> | <u>22,353</u> | <u>246,040</u> | <u>378,885</u> | <u>132,845</u> | <u>64.9%</u> |
| Excess (Deficiency) of Revenues Over Expenditures | (144,962) | 60,281 | 54,626 | (81,275) | 135,901 | |
| Other Financing Sources (Uses) | | | | | | |
| Transfer from General Fund | - | - | 73,267 | - | 73,267 | |
| Transfer to General Fund | - | - | (179,188) | - | (179,188) | |
| Total Other Financing Sources (Uses) | <u>-</u> | <u>-</u> | <u>(105,922)</u> | <u>-</u> | <u>(105,922)</u> | |
| Change in Funds Available | (144,962) | 60,281 | (51,296) | (81,275) | 29,979 | |
| Net Investment Capital Assets | 827,867 | 843,280 | 843,280 | - | 843,280 | |
| Beginning Funds Available | 1,034,693 | 110,958 | 222,535 | 197,557 | 24,978 | |
| Ending Funds Available | <u>\$ 1,065,817</u> | <u>\$ 1,014,519</u> | <u>\$ 1,014,519</u> | <u>\$ 116,282</u> | <u>\$ 898,237</u> | |

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 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 quarterly report 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 transfer capacity of 135 GPM is maintained to manage facility seasonal volume,
- 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 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 daily treated and seasonally stored treated effluent to Pond 8,

- Training LVGC personnel to properly operate valves and pumping systems,
- Managing daily pump run time to optimize transfer and eliminate impact to treatment facility operations,
- 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.

- **Transmission Goals**

| Month | May | Jun | Jul | Aug | Sep | Oct | Off Season | Total |
|-------|-----|-----|-----|-----|-----|-----|------------|----------|
| Days | 5 | 15 | 28 | 28 | 20 | 10 | 25 | 131 Days |
| Days | 10 | 10 | 15 | 15 | 25 | 25 | 31 | 131 Days |

Transmit on average 135 gpm for 1100 minutes per day
Annually 20 Million Gallons

- 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 landscaped 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.
- 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.
- Own and maintain the transmission line from the north discharge valve on the district's wastewater treatment facility property.

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

01/09/2022

- 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 delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

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

01/09/2022

Signature

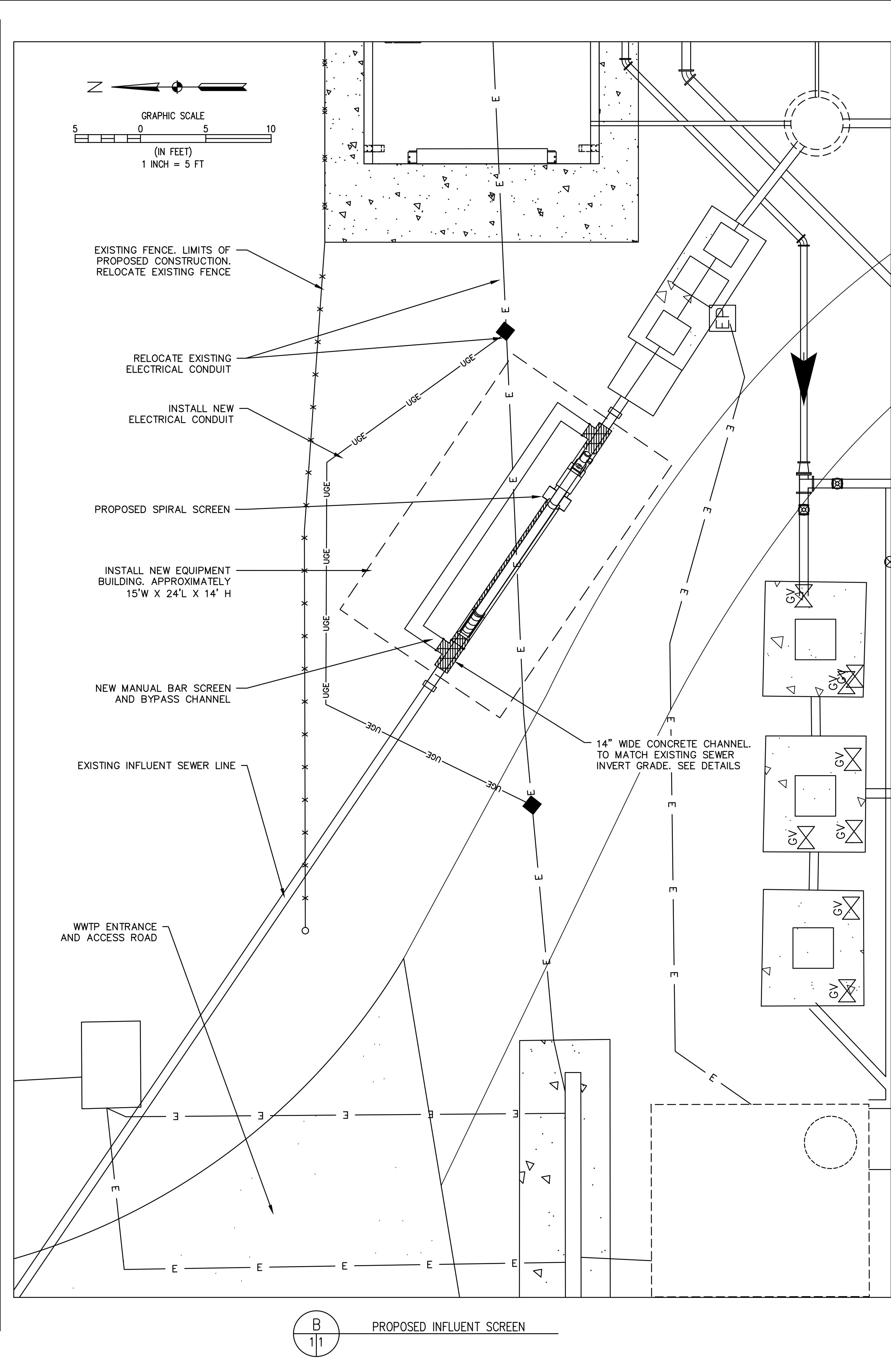
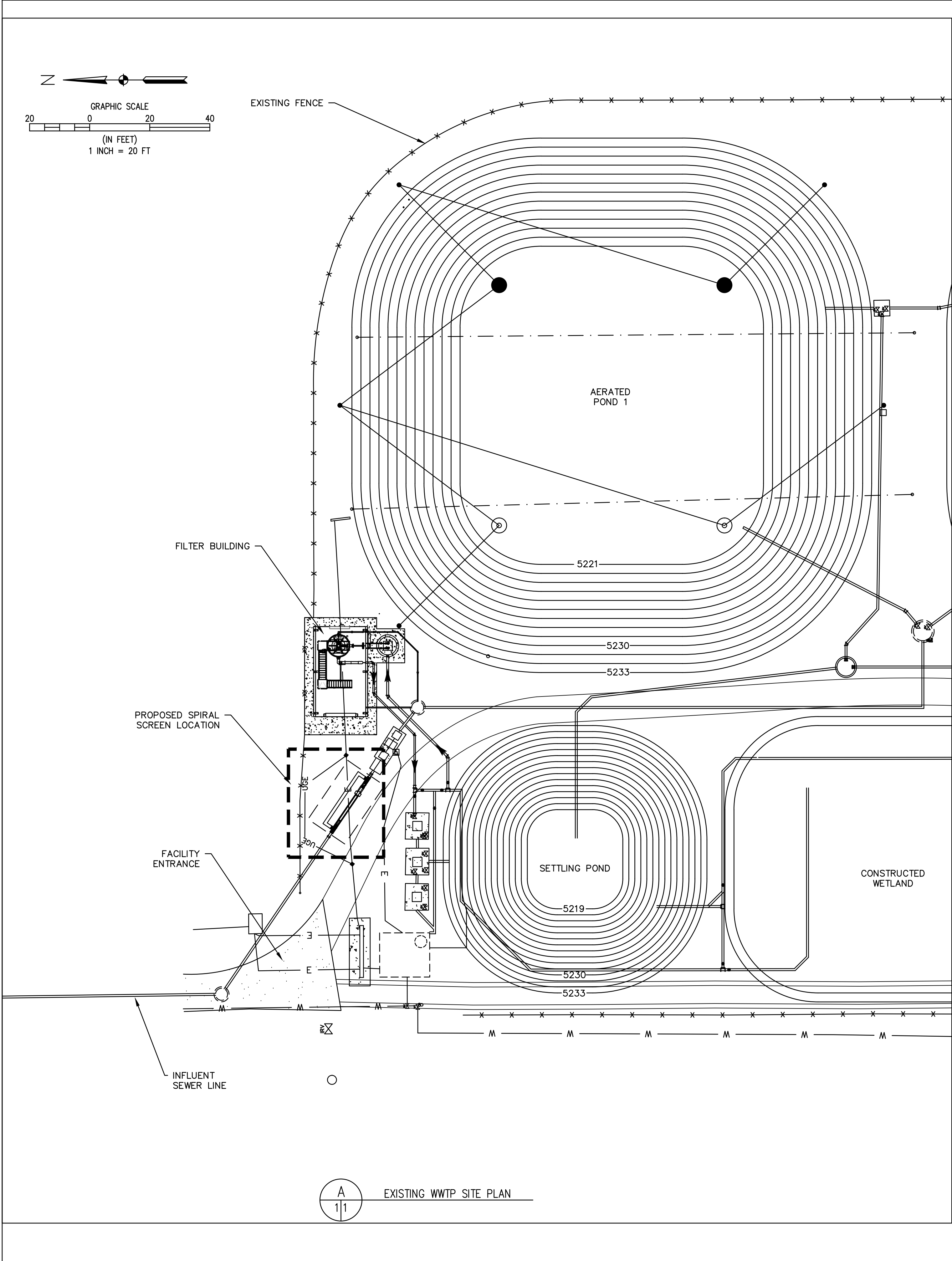
Signature

Date

Date

A quick, monthly report emailed to the Board from ORC listing:

- Which aerators were operating and for how many hours
- Rolling, updated list of needed/completed repairs (aerators, compressors, anything)
- Effluent quality sample results (chlorine, solids, etc.... the data they are routinely collecting anyway)
- Totalized volume calculations for the effluent pump
- Effluent pump/channel cleaning ledger



ELEMENT
ENGINEERING LLC

12657 W. CEDAR DRIVE, SUITE 300
LAKEWOOD, CO 80228

720.749.4165
WWW.ELEMENTENGINEERING.NET

| NO. | DATE | BY |
|-----|------|----|
| | | |
| | | |
| | | |
| | | |

REVISIONS

DESCRIPTION

WATER SYSTEM IMPROVEMENTS

INFLUENT SCREEN DESIGN

FAIRWAYS METROPOLITAN DISTRICT
141 UNION BLVD
LAKEWOOD, CO 80228-1837

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

DATE
NOVEMBER, 2022

JOB NUMBER
0068.001

SCALE
VARIES

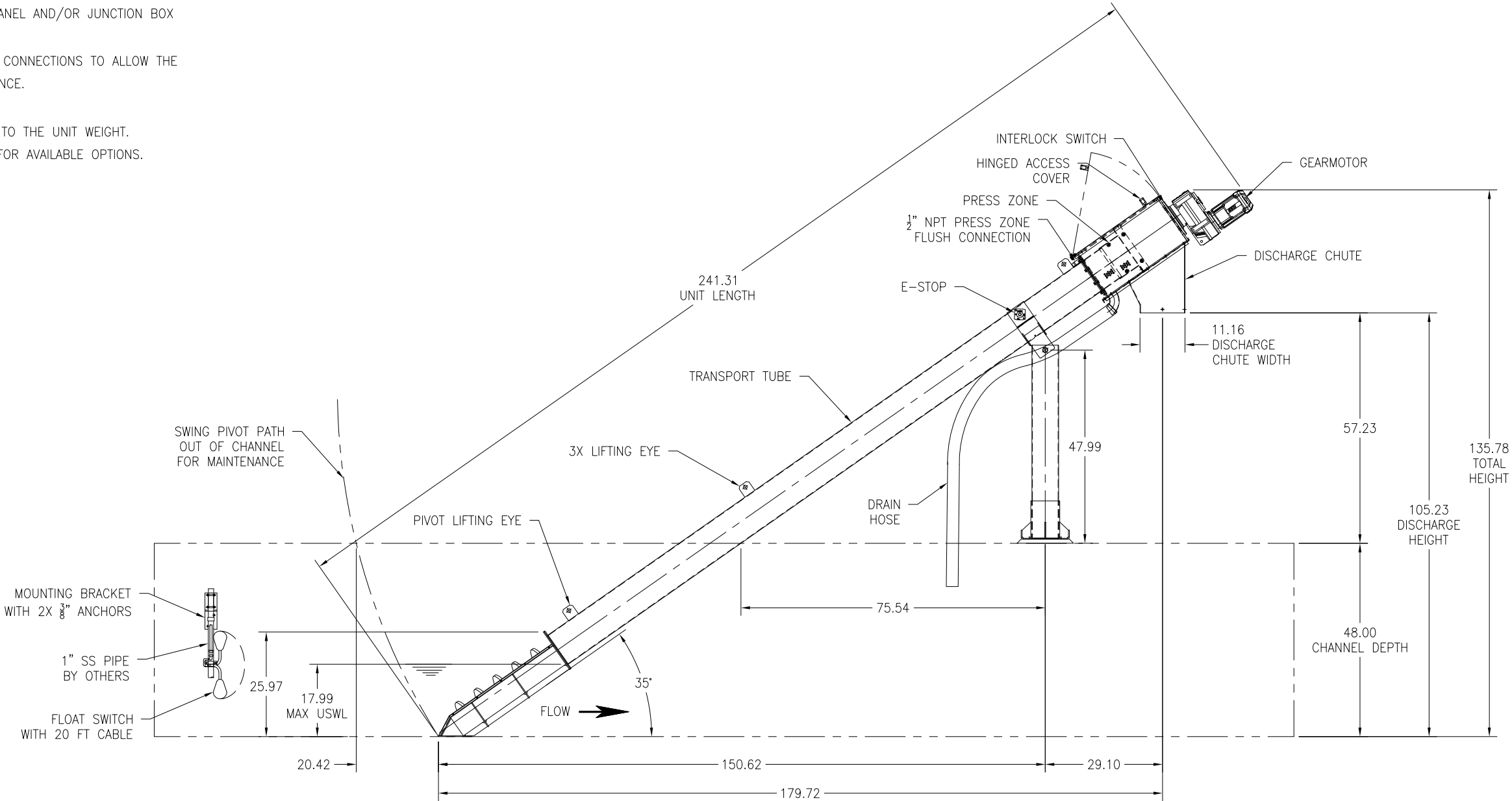
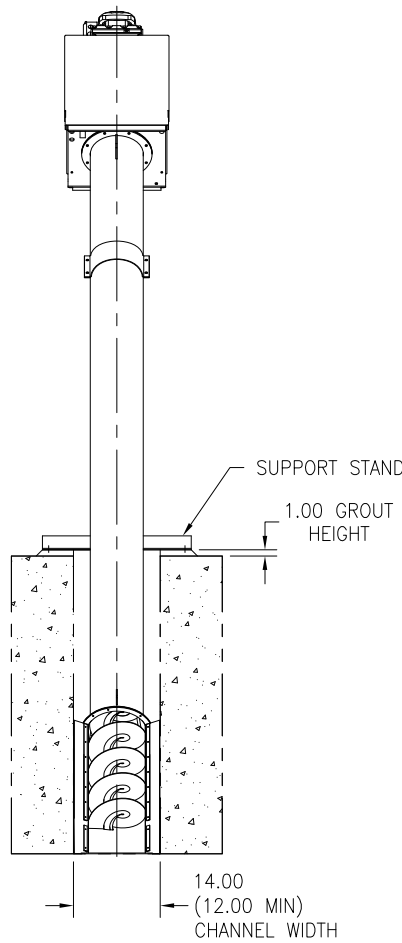
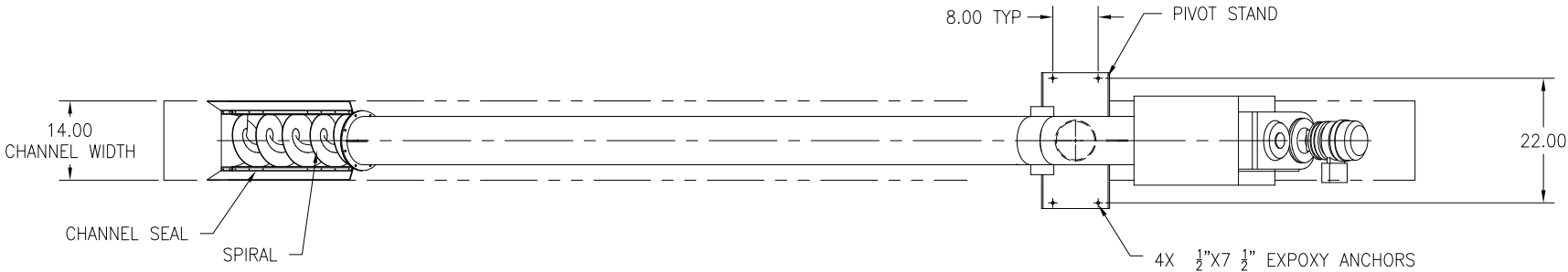
EDITION
PERMITTING

SHEET

C1 of C2

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
 - 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.
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.



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| REV | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| | | | |
| | | | |
| | | | |
| | | | |

| | | |
|--|------------------|-----------|
| ___PRELIMINARY___APPROVAL | DRAWN BY | DATE |
| X INFORMATION___CERTIFIED | CHECKED BY | DATE |
| THIS DRAWING IS LIMITED TO FUNCTIONAL DESIGN, GENERAL ARRANGEMENT AND CLEARANCE. NO RESPONSIBILITY IS ACCEPTED BY PARKSON CORPORATION FOR OTHER DIMENSIONS, QUANTITIES, OR COORDINATION WITH OTHER EQUIPMENT OR DRAWINGS EXCEPT AS STATED IN PURCHASE ORDER. | SCALE 3/8"=1' | SIZE B |



| |
|---|
| PROJECT NAME |
| REFERENCE INFORMATION REV DATE: 08/10/2020 |

| | | |
|--|------------|----------|
| TITLE MODEL HLS200MA35 HYCOR® HELISIEVE® UNIT GENERAL ARRANGEMENT DRAWING | DRAWING NO | REV — |
| SHEET 1 OF 1 | | |

Fairways Metropolitan District
Headworks System Improvements
Preliminary Cost Estimate: November 9, 2022

| CONSTRUCTION ITEMS | | | | | |
|--|---|-----|------|------------|------------|
| ITEM | DESCRIPTION | QTY | UNIT | UNIT COST | SUBTOTAL |
| 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 |
| <p><i>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. Element 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 bid.</i></p> | | | | | |

From: George, Tom [<mailto:tgeorge@spencerfane.com>]
Sent: Thursday, December 22, 2022 7:32 PM
To: Steve Beck <sbeck@sdmsi.com>
Cc: Larry Loften <lloften@sdmsi.com>; Desmond, Brenden <bdesmond@spencerfane.com>
Subject: RE: Fairways Metropolitan District

Steve,

One other note. I'm not sure whether this gentleman has suggested that he holds the District liable for any wrongdoing or negligence, but if he does then we will need to notify the District's insurance carrier.

Whether he has done so or not, either way, please keep very careful records of everything related to the incident and also related to the proposed safety enhancements.

Thanks,
Tom

Tom George Attorney
Spencer Fane LLP

1700 Lincoln Street, Suite 2000 | Denver, CO 80203
O 303.839.3708
TGeorge@spencerfane.com | spencerfane.com

From: Steve Beck <sbeck@sdmsi.com>
Sent: Thursday, December 22, 2022 3:03 PM
To: George, Tom <tgeorge@spencerfane.com>
Cc: Larry Loften <lloften@sdmsi.com>
Subject: [EXTERNAL] RE: Fairways Metropolitan District

[Warning] This E-mail came from an External sender. Please do not open links or attachments unless you are sure it is trusted.

Good afternoon Tom,

Your opinion is the same as mine. And yes the gate and additional fencing are on District property. As to height this should not be any problem due to the location and that it would not be any higher than the existing fencing. Also it would not be anything seen by the HOA unless individuals were coming through the GC maintenance property and in discussions with the manager he is all for the separation. For the gate we are just looking for an aluminum slatted gate to put double or triple across the road pending the length of each gate panel. 20' each would be optimal but 15' would work. The thought is to have them anchored on either side of the drive with a removable center post. This way either one gate could be opened for regular vehicles to enter or the center post could be removed and both gates could open for much larger vehicles.

Thank you for your thoughts and we will keep you in the loop on this as we proceed. Have a wonderful Christmas and a very Happy New Year.

Steve

James Steven Beck, MBA, CPA, CGMA

District Manager/Director of Finance



141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

sbeck@sdmsi.com

Phone: 303-987-0835 Ext. 206

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From: George, Tom [<mailto:tgeorge@spencerfane.com>]

Sent: Thursday, December 22, 2022 1:42 PM

To: Steve Beck <sbeck@sdmsi.com>; Larry Loften <lloften@sdmsi.com>

Cc: Desmond, Brenden <bdesmond@spencerfane.com>

Subject: RE: Fairways Metropolitan District

Hi Steve,

As long as the sign, gate and additional fencing are all on District property, I don't see any issue with proceeding. There may be certain limitations on height and type of fencing in County regulations, but a fence contractor can help with that.

The HOA and the golf course may also have opinions about the fencing and signs from an appearance standpoint, but that can be worked out and at the end of the day the District has the ability to keep its facilities safe.

Let me know if you'd like to discuss further. I'll be around on and off until after the new year.

Best,
Tom

Tom George Attorney
Spencer Fane LLP

1700 Lincoln Street, Suite 2000 | Denver, CO 80203
O 303.839.3708
TGeorge@spencerfane.com | spencerfane.com

From: Steve Beck <sbeck@sdmsi.com>
Sent: Thursday, December 22, 2022 10:08 AM
To: George, Tom <tgeorge@spencerfane.com>; Larry Loften <lloften@sdmsi.com>
Subject: [EXTERNAL] Fairways Metropolitan District
Importance: High

[Warning] This E-mail came from an External sender. Please do not open links or attachments unless you are sure it is trusted.

Good morning Tom,

Before we go much further in our planning we want to run an issue by you to make sure that there are no problems with the plans for what we want to do.

I do not know if you are aware of the incident, but a few weeks ago we had a resident walking their dog on the golf course unleashed and the dog ran into the treatment plant grounds and fell into one of the ponds. The resident, an elderly man, went in after the dog and got into the pond himself and could not get out. He struggled for a while and thankfully some golfers heard him screaming and were able to get him extracted from the pond before it was too late. For this reason we are in the process of adding some safety life rings around the ponds if ever needed and working on getting a means to be able to climb out of them since the liners are so slick.

The other issue to this is accessibility to the area. We do have a barbed wire fence around most of the area and we are obtaining No Trespassing Signs to put up every 30' – 50' as a warning knowing that this will still not stop someone from accessing the grounds but it does put out a message. The bigger concern is at the entrance on the north side of the plant where the access road comes in. We would like to extend the existing fence and put in a large double gate across the road and fill in the gaps with more barbed wire fencing. This would cover about 60' of which about 40' would be the gate across the road. This will completely separate the treatment plant from the rest of the property and GC maintenance grounds and would have more No Trespassing Signs clearly designating the area. Again, while knowing that this would not actually stop someone from climbing over the gate it would designate the privacy of the property as far as a liability issue is concerned.

Do you see any problems with moving forward with the gate, signs and additional fencing? Since it is the District's property I do not feel that there is an issue but just want your opinion on this also.

Thank you for your advice.

Steve

James Steven Beck, MBA, CPA, CGMA

District Manager/Director of Finance



141 Union Boulevard, Suite 150

Lakewood, CO 80228-1898

sbeck@sdmsi.com

Phone: 303-987-0835 Ext. 206

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ESTIMATE



Prepared For

Special District Management Services
Boulder, CO
(303) 987-0835

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 # swinggate+fence
Date 12/29/2022

| Description | Rate | Quantity | Total |
|---|------------|----------|------------|
| 6' High x 30' Wide Opening Double Chain Link Gate- Installed | \$5,424.00 | 1 | \$5,424.00 |
| -Welded 1-5/8" HF20 galvanized gate frames stretched with 9 ga. galvanized fabric | | | |
| -6" DQ40 gate posts | | | |
| -Cane bolt and drop rod pipe | | | |
| 6' Chain Link Fence Installation--- Est. 10'- \$50.55 | \$50.55 | 16 | \$808.80 |
| 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. | | | |

| | |
|-----------------|------------|
| Subtotal | \$6,232.80 |
|-----------------|------------|

| | |
|--------------|-------------------|
| Total | \$6,232.80 |
|--------------|-------------------|

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-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

-*Contractor warrants all work for a period of one year following completion, At its own

discretion. For installation mistakes. Any change or alteration to existing project not completed by Alpen voids warranty

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-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.

Special District Management Services

ESTIMATE



Prepared For

Special District Management Services
Boulder, CO
(303) 987-0835

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 # cantilever+swing
Date 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 Gate | | | |
| -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 | | | |
| 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 stretched with 9 ga. galvanized fabric--- | | | |
| -Installation of gate hinge Post 4" Sch 40 | | | |

| | |
|-----------------|--------------------|
| Subtotal | \$10,295.25 |
| <hr/> | |
| Total | \$10,295.25 |

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-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

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-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

-*Contractor warrants all work for a period of one year following completion, At its own

discretion. For installation mistakes. Any change or alteration to existing project not completed by Alpen voids warranty

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Special District Management Services

ESTIMATE



Prepared For

Special District Management Services
Boulder, CO
(303) 987-0835

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 # cantilever+fence
Date 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 Gate | | | |
| -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 | | | |
| 6' Chain Link Fence Installation--- Est. 15'- \$50.55 | \$50.55 | 15 | \$758.25 |
| 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. | | | |

| | |
|-----------------|-------------------|
| Subtotal | \$8,903.50 |
| <hr/> | |
| Total | \$8,903.50 |

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Special District Management Services

ESTIMATE



Prepared For

Special District Management Services
Boulder, CO
(303) 987-0835

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 # longcantilever+fence
Date 12/29/2022

| Description | Rate | Quantity | Total |
|--|------------|----------|------------|
| <p>6' Chain Link Fence Installation--- Est. 10'- \$50.55</p> <p>Specifications for Chain Link Fence: C DOT- M-607-2 @ LF</p> <p>Height: 6'</p> <p>Length- 10'</p> <p>Chain Link Fabric: 2" mesh 9 Gauge</p> <p>Terminal Posts: 2 7/8" x Schedule 40 Set 3' Deep w/Concrete</p> <p>Top Rail: None- 1 5/8" X Schedule 20</p> <p>Line Posts: 1 7/8" x Schedule 40 Set 3' Deep w/ Concrete</p> <p>-caisson size 12"X3' Terminal 8"X2'6" Line</p> <p>Bottom/Top Tension Wire: 7 Gauge Smooth</p> <p>Hog Ring- 9 ga.</p> | \$50.55 | 16 | \$808.80 |
| <p>6' High x 30' Wide Opening Chain Link Cantilever Slide Gate (Installed) Unpowered</p> <p>-1 - 6' High x 30' Wide Opening Galvanized Chain Link Cantilever Slide Gate</p> <p>-2 - 4" O.D. x 10' Galvanized HF40 Gate Roller Posts</p> <p>-1 - 3" O.D. x 10' Galvanized HF40 Gate Latch Post</p> <p>-2 - 4" Post Caps</p> <p>-1 - 3" Post Cap</p> <p>-4 - 4" x 2-1/2" Nylon Cantilever Rollers</p> <p>-2 - Top Fit Safety Protective Roller Covers</p> <p>-2 - Bottom Fit Safety Protective Roller Covers</p> | \$9,335.29 | 1 | \$9,335.29 |

-1 - Galvanized Slide Gate Latch

| | |
|-----------------|--------------------|
| Subtotal | \$10,144.09 |
| <hr/> | |
| Total | \$10,144.09 |

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Special District Management Services