

FAIRWAYS METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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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>
Wilmer “Catt” Wilson	President	2027/May 2027
Doug Bacon	Assistant Secretary	2025/May 2025
Scott A. Hemphill		2025/May 2025
Douglas Wendel		2025/May 2025
VACANT		2027/May 2027
David Solin	Secretary	
Jon Pavlovic	Director Emeritus	

DATE: September 6, 2023 (Wednesday)
TIME: 5:00 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.

D. Review and approve Minutes of the April 20, 2023 Regular Meeting (enclosure).

E. Consider appointment of Jeff Reh to vacancy on the Board of Directors.

F. Consider appointment of Officers:

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 April 30, 2023	Period ending May 31, 2023	Period ending June 30, 2023	Period ending July 31, 2023
General	\$ 6,594.57	\$ 6,781.04	\$ 4,945.44	\$ 3,081.62
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Enterprise	\$ 16,720.19	\$ 24,323.17	\$ 31,747.43	\$ 30,981.00
Total Claims	\$ 23,314.76	\$ 31,104.21	\$ 36,692.87	\$ 34,062.62

B. Review and accept the unaudited preliminary financial statements and cash position schedule for the period ending June 30, 2023 (enclosure).

IV. LEGAL MATTERS

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

B. Discuss statutory requirements and restrictions for Board activities.

V. ENGINEERING / OPERATIONS MATTERS

A. Operator's Report (enclosures).

1. Review Monthly Status Reports

2. Discuss manhole sealing along Country Club.

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

4. Discuss scheduling plant tour for Directors.
-

B. Engineer's Report

- C. Review and discuss Memorandum from Element Engineering, LLC regarding Wastewater Treatment Plant Primary Treatment Preliminary Investigation (enclosure).
-

- D. 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).
-

- E. Discuss Discharge Permit renewal.
-

- F. Engineering Committee Report (to be distributed).
-

VI. OTHER MATTERS

- A. Discuss status of the extra pond covers.
-

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
OCTOBER 9, 2023 - BUDGET HEARING**

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 APRIL 20, 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 Thursday, the 20th day of April, 2023, at 5:30 p.m. The District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Wilmer “Catt” Wilson
Gerald “Jerry” Schram
Jeffrey “Jeff” Reh
Doug Bacon

Also In Attendance Were:

David Solin and Larry Loften; Special District Management Services, Inc.

Gabrielle Begeman; ORC Water Professionals, Inc. (“ORC”)

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

Nick Marcotte; Element Engineering, LLC

COMMUNITY COMMENTS

Community Comments: There were no community comments.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Mr. Solin 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. Solin 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 Bacon and, upon vote, unanimously carried, the Agenda was approved, as presented.

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

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

Minutes: Mr. Solin reviewed with the Board the Minutes of the January 9, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Schram, seconded by Director Bacon and, upon vote, unanimously carried, the Board approved the Minutes of the October 10, 2022 Regular Meeting, as amended.

May 2, 2023 Election: Mr. Solin advised the Board that the May 2, 2023 Election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were not more candidates than positions available on the Board of Directors. It was noted that there is one vacancy on the Board for a 4-year term ending in May, 2027.

FINANCIAL MATTERS

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

Fund	Period ending January 31, 2023	Period ending Feb. 28, 2023	Period ending March 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

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

RECORD OF PROCEEDINGS

With Director Schram retiring from the Board, the Board discussed Director Wilson being appointed to approve accounts payable until new Officers are appointed.

Following review and discussion, upon motion duly made by Director Schram, seconded by Director Reh and, upon vote, unanimously carried, the Board approved Director Wilson being appointed to approve accounts payable until new Officers are appointed.

Unaudited Financial Statements: Mr. Solin presented the unaudited financial statements and cash position schedule for the period ending March 31, 2023.

Following review and discussion, upon motion duly made by Director Schram, seconded by Director Bacon and, upon vote, unanimously carried, the Board accepted the unaudited financial statements and cash position schedule for the period ending March 31, 2023.

LEGAL MATTERS

Memorandum of Understanding (“MOU”) between the District and Lake Valley Golf Club (“LVGC”): The Board deferred discussion at this time.

ENGINEERING/ OPERATIONS MATTERS

Monthly Operations Reports from ORC Water Professionals, Inc. (“ORC”): Ms. Begeman reviewed with the Board the Monthly Operations Reports from ORC. The Board discussed with Ms. Begeman on the possibility of setting up a tour of the plant for the new Directors.

The following specific items were noted in the Operations Report:

Status of the operating, replacement and ordered aerators: Ms. Begeman discussed with the Board the status of the operating, replacement and ordered aerators.

Air Compressor: Ms. Begeman reported that the air compressor is working well at this time.

Manhole Sealing along Country Club: Ms. Begeman discussed with the Board the manhole sealing along the Country Club. Ms. Begeman will contact Guildner to check on the status of the project.

Calibration of the Influent Meter: Ms. Begeman discussed with the Board the status of calibration of the influent meter. It was noted Ms. Begeman will arrange to have the district meters calibrated, and will reach out to LVGC to discuss

RECORD OF PROCEEDINGS

options for calibration of the LVGC meter.

Engineer's Report: Mr. Marcotte presented, and the Board discussed the proposed Bar Screen. The Board deferred action at this time.

Proposals from Green Valley Landscape and Alpen Fence & Barrier: The Board deferred discussion at this time.

Discharge Permit Renewal: Ms. Begeman and Mr. Marcotte discussed with the Board the Discharge Permit Renewal. No action was taken at this time.

Engineering Committee Report: There was no report from the Engineering Committee at this time.

OTHER MATTERS

Extra Pond Covers: Mr. Marcotte reported to the Board that the Hot Sulphur Springs might be able to use the pond covers. Director Bacon reported that he had contact with a group in Montana that might also be interested.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Fairways Metropolitan District
April-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter Inc	80123319	3/29/2023	3/29/2023	\$ 3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	737000933-23	3/15/2023	3/15/2023	\$ 2,323.46	Chemicals	4-782
DPC Industries, Inc	DE73000121-23	2/28/2023	2/28/2023	\$ 100.00	Chemicals	4-782
Diversified Underground, Inc.	27374	3/31/2023	3/31/2023	\$ 80.00	Utilities	4-790
Lake Valley Golf Club	2023 April	4/18/2023	4/18/2023	\$ 550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	257245	3/31/2023	3/31/2023	\$ 674.00	Permits and Testing	4-780
ORC Water Professionals, Inc	257245	3/31/2023	3/31/2023	\$ 9,376.59	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	257245	3/31/2023	3/31/2023	\$ 1,082.55	Plant Operator	4-755
Path Point Merchant Services Llc	400743 03-2023	3/1/2023	3/31/2023	\$ 6.43	Billing Service	1-616
Prairie Mountain Media, LLC	342627	3/31/2023	3/31/2023	\$ 54.12	Election	1-635
Prairie Mountain Media, LLC	339609	2/28/2023	2/28/2023	\$ 54.12	Election	1-635
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$ 301.80	Election	1-635
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$ 10.60	Supplies and Expenses	1-690
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$ 483.80	Billing Service	1-616
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$ 1,769.20	Accounting	1-612
Special District Management Services	Mar-23	3/31/2023	3/31/2023	\$ 2,999.80	Administrative Services	1-614
Spencer Fane, LLP	1181203	3/31/2023	3/31/2023	\$ 522.00	Legal	1-675
UNCC	223030572	3/31/2023	3/31/2023	\$ 2.58	Utilities	4-790
Xcel Energy	820751662	3/21/2023	3/21/2023	\$ 2,527.21	Utilities	4-790
Xpress Bill Pay	73268	3/31/2023	4/5/2023	\$ 392.70	Billing Service	1-616
				\$23,314.76		

Fairways Metropolitan District
April-23

	General	Capital	Enterprise	Totals
Disbursements	\$ 6,594.57		16,720.19	\$ 23,314.76
Payroll				\$ -
Total Disbursements from Checking Acct	\$ 6,594.57	\$ -	\$ 16,720.19	\$ 23,314.76

Fairways Metropolitan District
May-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter Inc	80125886	4/28/2023	4/28/2023	\$ 3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	DE73000215-23	3/31/2023	3/31/2023	\$ 90.00	Chemicals	4-782
Diversified Underground, Inc.	27550	4/30/2023	4/30/2023	\$ 25.00	Utilities	4-790
Element Engineering, LLC	0001C-01	5/2/2023	5/11/2023	\$ 675.00	Engineering	4-677
Freedom Mailing Service, Inc	45044	4/5/2023	5/5/2023	\$ 173.85	Billing Service	1-616
Gerald Schram*	4/10/23- Meeting	5/11/2023	5/11/2023	\$ 92.35	Director Fees Payable	1-314
Lake Valley Golf Club	2023 May	5/11/2023	5/11/2023	\$ 550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	257372	4/30/2023	4/30/2023	\$ 248.00	Permits and Testing	4-780
ORC Water Professionals, Inc	257372	4/30/2023	4/30/2023	\$ 18,136.00	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	257372	4/30/2023	4/30/2023	\$ 1,082.55	Plant Operator	4-755
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$ 242.40	Election	1-635
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$ 10.47	Supplies and Expenses	1-690
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$ 673.80	Billing Service	1-616
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$ 2,133.60	Accounting	1-612
Special District Management Services	Apr-23	4/30/2023	4/30/2023	\$ 2,711.00	Administrative Services	1-614
Spencer Fane, LLP	1187858	4/30/2023	4/30/2023	\$ 513.00	Legal	1-675
UNCC	223040592	4/30/2023	4/30/2023	\$ 6.45	Utilities	4-790
Upper Case Printing, Ink.	334	4/7/2023	4/7/2023	\$ 7.49	Billing Service	1-616
Water Technology Group	5563799	5/5/2023	5/5/2023	\$ 770.00	Plant & System Upgrades	4-810
Wilmer Wilson	4/10/23- Meeting	5/11/2023	5/11/2023	\$ 92.35	Director Fees Payable	1-314
Xcel Energy	824968916	4/19/2023	4/19/2023	\$ 2,736.37	Utilities	4-790
Xpress Bill Pay	74043	4/30/2023	5/5/2023	\$ 130.73	Billing Service	1-616
				\$ 31,104.21		

Check Issue Date	Check Number	Payee	Amount
05/11/2023	9313	Schram, Gerald	92.35
05/11/2023	9314	Wilson, Wilmer W.	92.35
Grand Totals:			184.70
			<u>2</u>

Fairways Metropolitan District
May-23

	General	Capital	Enterprise	Totals
Disbursements	\$ 6,596.34		24,323.17	\$ 30,919.51
Payroll	\$ 184.70			\$ 184.70
Total Disbursements from Checking Acct	\$ 6,781.04	\$ -	\$ 24,323.17	\$ 31,104.21

Fairways Metropolitan District
June-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter Inc	80128544	5/30/2023	5/30/2023	\$ 3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	737001776-23	5/17/2023	5/17/2023	\$ 2,323.46	Chemicals	4-782
DPC Industries, Inc	DE73000311-23	4/30/2023	4/30/2023	\$ 90.00	Chemicals	4-782
Diversified Underground, Inc.	27734	5/31/2023	5/31/2023	\$ 95.00	Utilities	4-790
Lake Valley Golf Club	2023 June	6/15/2023	6/15/2023	\$ 550.00	LVGC Maintenance Agreement	4-786
ORC Water Professionals, Inc	257515	5/31/2023	5/31/2023	\$ 993.94	Permits and Testing	4-780
ORC Water Professionals, Inc	257515	5/31/2023	5/31/2023	\$17,258.16	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	257515	5/31/2023	5/31/2023	\$ 1,082.55	Plant Operator	4-755
ORC Water Professionals, Inc	257515	5/31/2023	5/31/2023	\$ 6,808.14	Chemicals	4-782
Path Point Merchant Services Llc	400743	4/1/2023	4/30/2023	\$ 129.01	Billing Service	1-616
Path Point Merchant Services Llc	400743	5/1/2023	5/1/2023	\$ 107.51	Billing Service	1-616
Special District Management Services	May-23	5/31/2023	5/31/2023	\$ 352.00	Election	1-635
Special District Management Services	May-23	5/31/2023	5/31/2023	\$ 8.80	Supplies and Expenses	1-690
Special District Management Services	May-23	5/31/2023	5/31/2023	\$ 537.00	Billing Service	1-616
Special District Management Services	May-23	5/31/2023	5/31/2023	\$ 1,714.60	Accounting	1-612
Special District Management Services	May-23	5/31/2023	5/31/2023	\$ 1,953.80	Administrative Services	1-614
Spencer Fane, LLP	1195253	5/31/2023	5/31/2023	\$ 112.00	Legal	1-675
UNCC	223050616	5/31/2023	5/31/2023	\$ 7.74	Utilities	4-790
Xcel Energy	828896501	5/18/2023	5/18/2023	\$ 2,534.64	Utilities	4-790
Xpress Bill Pay	74818	5/31/2023	6/5/2023	\$ 30.72	Billing Service	1-616
				\$36,692.87		

Fairways Metropolitan District
June-23

	General	Capital	Enterprise	Totals
Disbursements	\$ 4,945.44		31,747.43	\$ 36,692.87
Payroll				\$ -
Total Disbursements from Checking Acct	\$ 4,945.44	\$ -	\$ 31,747.43	\$ 36,692.87

Fairways Metropolitan District
July-23

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Badger Meter Inc	80131214	6/29/2023	6/29/2023	\$ 3.80	Plant Maintenance & Repair	4-750
DPC Industries, Inc	DE73000406-23	5/31/2023	5/31/2023	\$ 100.00	Chemicals	4-782
DPC Industries, Inc	DE73000501-23	6/30/2023	6/30/2023	\$ 100.00	Chemicals	4-782
Freedom Mailing Service, Inc	45676	7/5/2023	7/20/2023	\$ 190.80	Billing Service	1-616
Lake Valley Golf Club	2023 July	7/20/2023	7/20/2023	\$ 550.00	LVGC Maintenance Agreement	4-786
Mission Communications LLC	1077612	6/29/2023	7/20/2023	\$ 347.40	Supplies & Expenses	4-680
ORC Water Professionals, Inc	257641	6/30/2023	6/30/2023	\$ 860.00	Permits and Testing	4-780
ORC Water Professionals, Inc	257641	6/30/2023	6/30/2023	\$20,237.17	Plant Maintenance & Repair	4-750
ORC Water Professionals, Inc	257641	6/30/2023	6/30/2023	\$ 1,082.55	Plant Operator	4-755
ORC Water Professionals, Inc	257641	6/30/2023	6/30/2023	\$ 4,420.39	Chemicals	4-782
Path Point Merchant Services Llc	400743	6/30/2023	6/30/2023	\$ 6.52	Billing Service	1-616
Special District Management Services	Jun-23	6/30/2023	6/30/2023	\$ 16.00	Election	1-635
Special District Management Services	Jun-23	6/30/2023	6/30/2023	\$ 4.69	Supplies and Expenses	1-690
Special District Management Services	Jun-23	6/30/2023	6/30/2023	\$ 400.20	Billing Service	1-616
Special District Management Services	Jun-23	6/30/2023	6/30/2023	\$ 1,348.60	Accounting	1-612
Special District Management Services	Jun-23	6/30/2023	6/30/2023	\$ 997.20	Administrative Services	1-614
Spencer Fane, LLP	1203998	7/11/2023	7/11/2023	\$ 81.00	Legal	1-675
UNCC	223060611	6/30/2023	6/30/2023	\$ 7.74	Utilities	4-790
Upper Case Printing, Ink.	586	6/9/2023	6/9/2023	\$ 20.14	Billing Service	1-616
Xcel Energy	832962388	6/19/2023	6/19/2023	\$ 3,271.95	Utilities	4-790
Xpress Bill Pay	INV-XPR001488	6/30/2023	7/5/2023	\$ 16.47	Billing Service	1-616
				\$34,062.62		

Fairways Metropolitan District
July-23

	General	Capital	Enterprise	Totals
Disbursements	\$ 3,081.62		30,981.00	\$ 34,062.62
Payroll				\$ -
Total Disbursements from Checking Acct	\$ 3,081.62	\$ -	\$ 30,981.00	\$ 34,062.62

FAIRWAYS METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2023

	<u>Rate</u>	<u>Operating</u>	<u>Enterprise</u>	<u>Total</u>
Checking:				
Cash in Checking-1st Bank		\$ 252.71	\$ 49,805.20	\$ 50,057.91
Investments:				
Cash in Bank-ColoTrust	5.2246%	19,269.65	-	19,269.65
1st Bank Liquid Asset	1.0000%	171,630.90	201,752.32	373,383.22
TOTAL FUNDS:		<u>\$ 191,153.26</u>	<u>\$ 251,557.52</u>	<u>\$ 442,710.78</u>

2023 Mill Levy Information

General Fund	<u>3.545</u>
Total Certified Mill Levy	<u><u>3.545</u></u>

Board of Directors

Wilmer Wilson
Douglas Wendel
Scott A. Hemphill
Douglas P. Bacon

* authorized signer on checking account

FAIRWAYS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

June 30, 2023

FAIRWAYS METROPOLITAN DISTRICT
Combined Balance Sheet- All Fund Types
June 30, 2023

	General	Enterprise	Total
Assets			
Cash in Checking-1st Bank	\$ 253	\$ 49,805	\$ 50,058
Cash in Bank-ColoTrust	19,270	-	19,270
1st Bank Liquid Asset	171,631	201,752	373,383
Xpress Deposit Account	2,185	-	2,185
Accounts Receivable-Customer	-	14,854	14,854
Property Taxes Receivable	16,297	-	16,297
	<u>209,635</u>	<u>266,412</u>	<u>476,047</u>
Total Current Assets			
Capital Assets			
Sewer Treatment System	-	4,150,456	4,150,456
Accumulated Depreciation	-	(2,084,362)	(2,084,362)
	<u>-</u>	<u>2,066,094</u>	<u>2,066,094</u>
Total Capital Assets			
Total Assets	<u>\$ 209,635</u>	<u>\$ 2,332,506</u>	<u>\$ 2,542,141</u>
Liabilities			
Payroll Taxes Payable	\$ 31	\$ -	\$ 31
2013 CWPA Loan	-	860,031	860,031
2016 CWPA Loan	-	240,700	240,700
2018 CWPA Loan	-	143,375	143,375
	<u>31</u>	<u>1,244,106</u>	<u>1,244,137</u>
Total Liabilities			
Deferred Inflows of Resources			
Deferred Property Taxes	16,297	-	16,297
Deferred Sewer Service Fees	-	-	-
Total Deferred Inflows of Resources	<u>16,297</u>	<u>-</u>	<u>16,297</u>
Fund Balance			
Net Investment Capital Assets	-	956,851	956,851
Fund Balance	160,849	130,301	291,151
Current Year Earnings	32,458	1,247	33,705
	<u>193,308</u>	<u>1,088,399</u>	<u>1,281,707</u>
Total Fund Balances			
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 209,635</u>	<u>\$ 2,332,506</u>	<u>\$ 2,542,141</u>

FAIRWAYS METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 6 Months Ending
June 30, 2023
General Fund

	2022 Actual	2023 2nd Qtr Actual	2023 YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues						
Property Taxes	\$ 88,928	\$ 33,960	\$ 70,741	\$ 87,038	\$ (16,297)	81.3%
Specific Ownership Taxes	3,976	1,002	1,580	3,500	(1,920)	45.1%
Interest Income	1,290	1,188	2,266	300	1,966	755.3%
Total Revenues	<u>94,194</u>	<u>36,150</u>	<u>74,586</u>	<u>90,838</u>	<u>(16,252)</u>	<u>82.1%</u>
Expenditures						
Accounting	13,764	5,617	8,971	19,300	10,329	46.5%
Administrative Services	20,342	7,665	13,395	25,000	11,605	53.6%
Audit	4,900	-	-	5,300	5,300	0.0%
Billing Service	10,518	2,673	4,268	7,400	3,132	57.7%
Director's Fees	1,200	200	400	1,200	800	33.3%
Election	767	1,004	1,457	1,000	(457)	145.7%
Insurance & Bonds	3,584	-	8,235	7,725	(510)	106.6%
Legal	3,427	1,147	2,693	7,500	4,807	35.9%
Payroll Taxes	92	-	-	92	92	0.0%
Miscellaneous	2,289	319	592	1,500	908	39.4%
Supplies and Expenses	1,509	30	534	2,500	1,966	21.3%
Treasurer's Fees	1,335	697	1,584	1,306	(278)	121.3%
Contingency	-	-	-	20,000	20,000	0.0%
Emergency Reserve	-	-	-	2,725	2,725	0.0%
Total Expenditures	<u>63,727</u>	<u>19,352</u>	<u>42,128</u>	<u>102,548</u>	<u>60,420</u>	<u>41.1%</u>
Excess (Deficiency) of Revenues Over Expenditures	30,467	16,798	32,458	(11,710)	44,168	
Beginning Fund Balance	130,383	176,509	160,849	254,204	(93,355)	
Ending Fund Balance	<u>\$ 160,850</u>	<u>\$ 193,308</u>	<u>\$ 193,308</u>	<u>\$ 242,494</u>	<u>\$ (49,186)</u>	

FAIRWAYS METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Funds Available - Budget and Actual
For the 6 Months Ending
June 30, 2023
Enterprise Fund

	2022 Actual	2023 2nd Qtr Actual	2023 YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues						
Sewer Service Fees	\$ 300,656	\$ 75,369	\$ 149,543	\$ 297,560	\$ (148,017)	50.3%
Interest	-	-	-	50	(50)	0.0%
Total Revenues	<u>300,656</u>	<u>75,369</u>	<u>149,543</u>	<u>297,610</u>	<u>(148,067)</u>	<u>50.2%</u>
Expenditures						
Engineering	4,067	675	760	15,000	14,240	5.1%
Insurance & Bonds	3,883	-	-	4,500	4,500	0.0%
Plant Maintenance & Repair	58,847	44,782	54,256	65,000	10,744	83.5%
Plant Operator	12,991	3,248	5,413	18,000	12,587	30.1%
Permits and Testing	10,469	1,916	3,210	15,000	11,790	21.4%
Chemicals	22,807	11,735	14,159	10,000	(4,159)	141.6%
Jetting & Televising	28,385	-	1,869	20,000	18,131	9.3%
Collection System Repair	-	-	-	15,000	15,000	0.0%
LVGC Maintenance Agreement	6,600	1,650	3,300	6,600	3,300	50.0%
Utilities	20,497	8,015	12,543	35,000	22,457	35.8%
2013 CWPA Loan Principal	78,185	39,092	39,092	78,185	39,093	50.0%
2016 CWPA Loan Principal	16,600	8,300	8,300	16,600	8,300	50.0%
2018 CWPA Loan Principal	9,250	4,625	4,625	9,250	4,625	50.0%
Plant & System Upgrades	862	770	770	40,000	39,230	1.9%
Contingency	-	-	-	40,000	40,000	0.0%
Total Expenditures	<u>273,442</u>	<u>124,808</u>	<u>148,296</u>	<u>388,135</u>	<u>239,839</u>	<u>38.2%</u>
Excess (Deficiency) of Revenues Over Expenditures	27,214	(49,439)	1,247	(90,525)	91,772	
Net Investment Capital Assets	821,989	956,851	956,851	-	956,851	
Beginning Funds Available	1,065,817	180,987	130,301	(31,765)	162,066	
Ending Funds Available	<u>\$ 1,087,154</u>	<u>\$ 1,088,399</u>	<u>\$ 1,088,399</u>	<u>\$ (122,290)</u>	<u>\$ 1,210,689</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 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,
- Monitor the storage level of reclaimed water in Pond 13 and maintain seasonally appropriate storage volumes. Ensure the Pond 13 level does not exceed the maximum design capacity of 35' or 3' of freeboard.

Seasonal storage operational guidelines

34' maximum operational level is the seasonal goal for April 30

Approximately 9 million gallons

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 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.
- 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,
- 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

Signature

Signature

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

08/29/2023

Date

Date

FAIRWAYS METRO DISTRICT

ORC Water Professionals

Preparers: Daniel Cleveland & Gabrielle Begeman

May 2023

Aerators

Summary: Aerator 1 and 2 have been working well. Aerators 3, 4, and 5 were brought back into operation. Aerator 6 still under repair.

Timeline:

- May 23rd: Aerator #5 was reinstalled and brought into operation.
- June 1st: Aerators #3 and #4 were reinstalled and brought into operation.

Ponds

- Pond levels slowly increased across the month of May. Some of this was due to high rainfall. Some of this was due to the clogging of the k-flow mixer where aluminum sulfate coagulant is injected just before the sand filter. Aluminum sulfate had built up and solidified in the mixer.
- Over the first week of June, after replacing the k-flow mixer with standard pipe, pond levels have been receding towards their normal levels.

Filtration

- Coagulant feed rate was maintained at 45% capacity at max amperage (20mA) throughout the month of May.
- TSS values at the effluent pit averaged 16mg/L and never crossed 30mg/L. Maximum recorded TSS on-site was 27mg/L.
- During the month of May, the k-flow mixer clogged with aluminum sulfate that solidified inside the mixer. This flow mixer is where coagulant was injected just prior to flow entering the sand filter. On June 1st, this flow mixer was discovered to be clogged and was replaced with standard pipe. Flow in and out of the sand filter returned to normal after this replacement.
 - The clogging of the k-flow mixer is also attributed to reducing the pH in the effluent. On one occasion (May 16th), 6.89 cups of soda ash were added to the sand filter lift station over the course of seven hours to bring the effluent pH back up within proper range.
 - After the clog was found and removed, the pH values have returned to their normal values.
- Aluminum sulfate coagulant was finally resupplied on June 2nd. This resupply was very badly managed by Univar and the shipping companies that it contracted with. It took at least three attempts to deliver and cost the operator a significant amount of wasted time.
 - **Note:** Univar instructed the operator that it would not be charging for the resupply this time, due to how poorly the delivery was managed.

Pump House

- Everything in the effluent pump house worked well throughout the month of May.
- On May 23rd, a new effluent composite sampler was wired-up and brought into operation. It sits next to the wet well in the pump house.

Compliance

- For the month of May, we were in compliance with all effluent permit requirements.
- However, very high flow rates into the plant affected our compliance with our influent permit in May.
 - Our maximum influent flow was 195,000 GPD, which was substantially higher than our permitted maximum of 107,300 GPD.
 - Flow on our monthly sample day was 141,000 GPD, which brought our calculated BOD lb/day up to 815 lb/day. Our permitted maximum loading is 243 lb/day.
 - For our loading to have been within permit, our flow would have needed to be 42,000 GPD or less on our day of sampling, which would have been an unusually low flow value.

Flows and Plant Performance

- See attached flow data

Compliance Results Spreadsheet

FAIRWAYS MD																
Permitted Flow		0.1073	MGD													
Permitted Loading		243	lbs/day													
Operator complete			Formulas in cell													
	EFFLUENT COE009000							INFLUENT CO0048411						INF	EFF	
	WEEKLY - IRR (Cat 1-DMR)		MONTHLY - Secondary Treatment					MONTHLY								
4/20/23	11	1														
4/28/23	25	1														
AVG/MIN/GEOMEAN	23.8	1.0	0	100	27	32.37	32.54	438	413	193	55	79	0.059	56000.000	0.00	
MAX	30	1	0		27	32.37	32.54	438	413				0.068		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	
5/2/23	11	1													6.59	
5/9/23	11	1													6.59	
5/18/23	28	1	0		28	2.37	19.73	506	693						6.5	
5/26/23	9	1													6.50	
AVG/MIN/GEOMEAN	14.8	1.0	0	100	28	2.37	19.73	506	693	815	95	335	0.102	141000	6.50	
MAX	28	1	0		28	2.37	19.73	506	693				0.195		6.59	

Operability Report for Month of May:

[illegible]

[illegible]

Flow data for May:

Analog Data Spreadsheet									
Fairways Metro District, CO - Fairways Metro District									
May 2023									
Date/Time	Influent Flow - GPM					Effluent Flow - GPM			
	Minimum	Maximum	Average	Average (MGD)	Count	Minimum	Maximum	Average	Count
5/1/2023	10.6	83.7	38.7	0.056	96	-0.9	39.9	28.3	96
5/2/2023	10.6	90.5	38.7	0.056	96	-1.6	39.6	29.2	96
5/3/2023	10.6	80.3	37.9	0.055	96	-0.2	38.9	26.6	96
5/4/2023	10.6	76.9	37.5	0.054	96	21.6	28.7	24.2	96
5/5/2023	9.8	76.1	36.0	0.052	96	17.4	22.0	20.0	96
5/6/2023	10.6	79.5	38.3	0.055	96	0.5	122.6	81.9	96
5/7/2023	11.5	76.1	42.4	0.061	96	0.5	126.1	93.6	96
5/8/2023	10.6	98.2	42.1	0.061	96	-1.6	124.0	21.0	96
5/9/2023	10.6	117.7	43.7	0.063	96	-1.6	148.3	45.0	96
5/10/2023	9.8	80.3	40.9	0.059	96	-0.2	146.2	66.1	96
5/11/2023	14.9	97.3	52.4	0.075	96	-0.9	143.0	57.0	96
5/12/2023	42.9	257.1	101.4	0.146	99	-0.2	85.7	71.4	99
5/13/2023	43.8	103.3	75.0	0.108	108	-0.9	85.7	68.6	108
5/14/2023	56.5	133.0	93.3	0.134	96	-0.2	85.3	70.5	96
5/15/2023	83.7	157.6	114.1	0.164	96	-0.9	85.3	71.7	96
5/16/2023	67.6	134.7	92.0	0.132	99	0.2	85.7	73.0	99
5/17/2023	54.8	133.9	80.5	0.116	96	0.2	83.9	74.4	96
5/18/2023	51.4	161.0	98.1	0.141	97	-0.2	98.0	73.9	97
5/19/2023	-45.5	206.1	135.5	0.195	98	-72.0	90.6	69.7	98
5/20/2023	90.5	170.4	115.6	0.166	96	0.2	92.4	73.6	96
5/21/2023	70.1	139.8	102.0	0.147	96	-1.2	92.4	41.5	96
5/22/2023	59.9	133.9	87.4	0.126	96	-0.9	91.7	45.0	96
5/23/2023	51.4	134.7	85.6	0.123	144	-0.9	90.3	55.9	144
5/24/2023	49.7	122.8	78.9	0.114	98	-0.9	36.1	28.8	98
5/25/2023	47.2	123.7	74.9	0.108	96	-1.6	53.7	26.2	96
5/26/2023	43.8	127.1	72.9	0.105	97	-1.6	48.0	22.0	97
5/27/2023	42.9	114.3	72.7	0.105	96	-0.9	93.4	20.7	96
5/28/2023	37.8	101.6	68.4	0.098	96	-1.2	50.5	19.6	96
5/29/2023	36.1	103.3	68.7	0.099	96	-1.2	93.4	24.6	96
5/30/2023	34.4	101.6	64.1	0.092	96	-1.2	47.0	16.3	96
5/31/2023	36.1	105.0	66.0	0.095	96	-0.9	47.7	12.2	96
			average daily average:	0.102					
			max daily average:	0.195					

FAIRWAYS METRO DISTRICT

ORC Water Professionals

Preparers: Daniel Cleveland & Gabrielle Begeman

April 2023

Aerators

Summary: Aerator 1 and 2 have been working well. Aerators 3, 4, 5, and 6 are under repair.

Timeline:

- Apr. 7th: Aerators #3 and #4 were pulled from pond 2, and their motors were taken to the repair shop.
- Apr. 14th: Aerators #5 and #6 were pulled from pond 1, and their motors were taken to the repair shop.

Ponds

- When effluent pit pump temporarily stopped working (see notes below), the pond levels increased. The levels came back down to normal once the pump was brought back online.

Filtration

- Apr. 25th- A screen was placed on the incoming pipe to the lift station pumps to help prevent debris from getting into the filter bed.
- Coagulant feed rate was increased to 45% capacity at max amperage (20mA) by the end of the month.
- TSS values at the effluent pit continued to improve throughout the month, and by the end of the month were reading at 17mg/L on site.
- Coagulant resupply is on order, due for delivery on May 16th.

Pump House

- Apr. 15th – An electrical fault occurred that shut off the pump in the effluent pit. The system began backfilling.
- Apr. 19th – The effluent was back running in hand mode.
- Apr. 21st – Mountain Peaks Controls came out to the site and properly fixed the effluent pump.

Compliance

- For the month of April, we were in compliance with all permit requirements. Please find compliance results spreadsheet below.

Flows and Plant Performance

- See attached flow data

Compliance Results Spreadsheet

FAIRWAYS MD														
Permitted Flow	0.1073	MGD												
Permitted Loading	243	lbs/day												
Operator complete	Formulas in cell													
	EFFLUENT COE009000							INFLUENT CO0048411						
	WEEKLY - IRR (Cat 1-DMR)		MONTHLY - Secondary Treatment					MONTHLY						INF
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
3/30/23	26	1												
4/5/23	30	1												
4/14/23	27	1	0		27	32.37	32.54	438	413					
4/20/23	11	1												
4/28/23	25	1												
AVG/MIN/GEOMEAN	23.8	1.0	0	100	27	32.37	32.54	438	413	0	55	0	0.059	0.056
MAX	30	1	0		27	32.37	32.54	438	413				0.068	0.00

Operability Report for Month of March:

[illegible]

[illegible]

Flow data for April:

Analog Data Spreadsheet Fairways Metro District, CO - Fairways Metro District April 2023									
Date/Time	Influent Flow - GPM					Effluent Flow - GPM			
	Minimum	Maximum	Average	Average (MGD)	Count	Minimum	Maximum	Average	Count
4/1/2023	16.6	70.1	42.6	0.061	96	0.5	35.4	25.1	96
4/2/2023	14.0	76.1	43.4	0.062	96	-1.2	36.8	25.0	96
4/3/2023	11.5	84.6	40.9	0.059	96	0.5	37.1	26.4	96
4/4/2023	13.2	82.9	42.8	0.062	95	0.5	36.8	29.6	95
4/5/2023	14.0	99.9	42.7	0.061	96	0.5	35.7	33.2	96
4/6/2023	14.9	100.7	42.6	0.061	96	0.5	36.8	30.3	96
4/7/2023	14.9	74.4	41.5	0.060	96	-1.2	38.9	29.1	96
4/8/2023	13.2	80.3	43.9	0.063	96	0.2	38.2	29.1	96
4/9/2023	13.2	83.7	46.9	0.068	96	-0.2	38.9	31.2	96
4/10/2023	13.2	90.5	41.7	0.060	96	0.2	38.2	31.0	96
4/11/2023	13.2	77.8	40.0	0.058	96	0.2	38.9	28.8	96
4/12/2023	11.5	80.3	39.1	0.056	97	-0.2	37.5	27.7	97
4/13/2023	11.5	76.9	41.3	0.059	96	-0.9	37.1	27.4	96
4/14/2023	10.6	80.3	39.1	0.056	96	0.2	36.8	26.9	96
4/15/2023	14.9	73.5	43.2	0.062	96	-0.9	40.3	22.4	96
4/16/2023	16.6	81.2	44.1	0.064	96	-0.9	1.2	0.0	96
4/17/2023	13.2	83.7	39.8	0.057	96	-0.2	1.6	0.9	96
4/18/2023	11.5	80.3	40.0	0.058	96	0.2	1.6	1.0	96
4/19/2023	9.8	80.3	41.5	0.060	96	0.2	68.4	28.7	96
4/20/2023	17.4	79.5	39.9	0.057	96	61.8	67.7	65.6	96
4/21/2023	14.9	79.5	38.8	0.056	96	0.2	62.1	51.2	96
4/22/2023	13.2	66.7	38.5	0.055	96	0.5	59.6	41.3	96
4/23/2023	14.9	76.9	42.3	0.061	96	-0.9	58.9	34.7	96
4/24/2023	11.5	80.3	39.7	0.057	96	0.2	58.9	35.5	96
4/25/2023	10.6	161.0	40.3	0.058	96	-1.2	57.9	26.2	96
4/26/2023	13.2	76.1	39.0	0.056	96	0.2	41.0	32.6	96
4/27/2023	13.2	81.2	37.6	0.054	96	0.2	41.0	20.6	96
4/28/2023	10.6	86.3	37.3	0.054	96	0.2	39.9	29.0	96
4/29/2023	11.5	73.5	37.8	0.054	96	-0.2	39.9	23.4	96
4/30/2023	11.5	76.9	41.1	0.059	96	-1.2	39.6	18.2	96
			average daily average:	0.059					
			max daily average:	0.068					

MEMORANDUM

TO: Fairways Metropolitan District
FROM: Element Engineering, LLC
DATE: June 12, 2023
SUBJECT: Wastewater Treatment Plant Primary Treatment Preliminary Investigation

PURPOSE

The Fairways Metropolitan District (FMD) requested Element Engineering, LLC (Element) prepare a list of information in support of an investigation into installing primary treatment at the district's WWTP. The information requested is as follows:

1. A list of primary treatment systems designed by Element Engineering, including type of screen and facility design flowrate.
2. A list of primary treatment facilities nearby that can be toured.
3. A preliminary project schedule should the district wish to move forward with the planning, funding, engineering, permitting, bidding, and construction of a primary treatment system.
4. An brief estimate of operations and maintenance costs that may be saved if primary treatment is installed based on historic expenses realized.

The purpose of this memorandum is to provide a summary of the above referenced information. The preliminary layout and cost estimate previously prepared by Element is attached to this memo.

ELEMENT PRIMARY TREATMENT SYTSEMS

The following is a summary of the facilities designed by Element in the last five (5) years:

- Town of Alma WWTP – 80,000 GPD WWTP: Spiral Screen (part of a larger lagoon replacement with a new activated sludge facility).
- Center Sanitation District WWTP – 600,000 GPD WWTP: Band Screen (part of a larger lagoon replacement with new activated sludge facility).
- Edgemont Ranch Metropolitan District – 125,000 GPD WWTP: Spiral Screen (part of a larger lagoon replacement with new activated sludge facility).
- North La Junta Sanitation District – 50,000 GPD WWTP Vertical Bar Screen (lagoon improvements project).
- Town of Arriba WWTP – 50,000 GPD WWTP: Spiral Screen (headworks improvements only).
- Naturita WWTP – 80,000 GPD WWTP: Spiral Screen (lagoon improvements project).

PRIMARY TREATMENT SYSTEMS AVAILABLE TO TOUR

District board members may tour numerous facilities in the front range and Boulder area. However, it would be recommended to visit relatively small facilities to draw comparisons to a realistic installation for FMD. For example, touring the City of Boulder's headworks facility, while educational, will not provide helpful insight into the equipment that would be installed at FMD. Facilities in the area that may be toured and would draw a better understanding of the FMD system are as follows:

- Town of Gilcrest WWTP
- Niwot Sanitation District WWTP
- Town of Platteville WWTP
- Town of Milliken WWTP

Note this is not an exhaustive list, and many more facilities are available. The district's operations staff may operate nearby facilities that we are unaware of that also may be good candidates.

EXAMPLE PROJECT SCHEDULE

The following is a preliminary and realistic example of the project schedule for planning, funding, design, permitting, bidding, and construction.

- Project Planning: CDPHE Prequalification Form and Project Needs Assessment (PNA): June 1 – September 1, 2023
- Design and Permitting: September 1, 2023 – March 1, 2024
- CDPHE Funding Application: March 1, 2024
- Bidding: June 2024
- Construction: July – October 2024

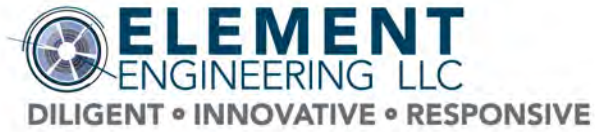
Note that this schedule is subject to change based on the project start schedule, CDPHE review timeline, and the availability of equipment and material.

BREIF ESTIMATE OF OPERATION AND MAINTENANCE REDUCTION

In order to estimate the potential reduction in operation and maintenance costs associated with a new primary treatment system Element reviewed costs associated with aerator maintenance, repair, and sludge hauling from January 2020 through April 2023. A tabulation of these costs is shown in the attached table. In summary, the total costs associated with aerator repair, removal, maintenance, and replacement was \$65,591 (cost from ORC, LLC) and \$15,640 (cost from Dans Custom). A one-time sludge and debris removal of \$40,818 was incurred in May of 2021 and has not occurred since.

Note that the aeration repair and maintenance costs from operations staff averaged \$16,423 per year during the above referenced timeframe.

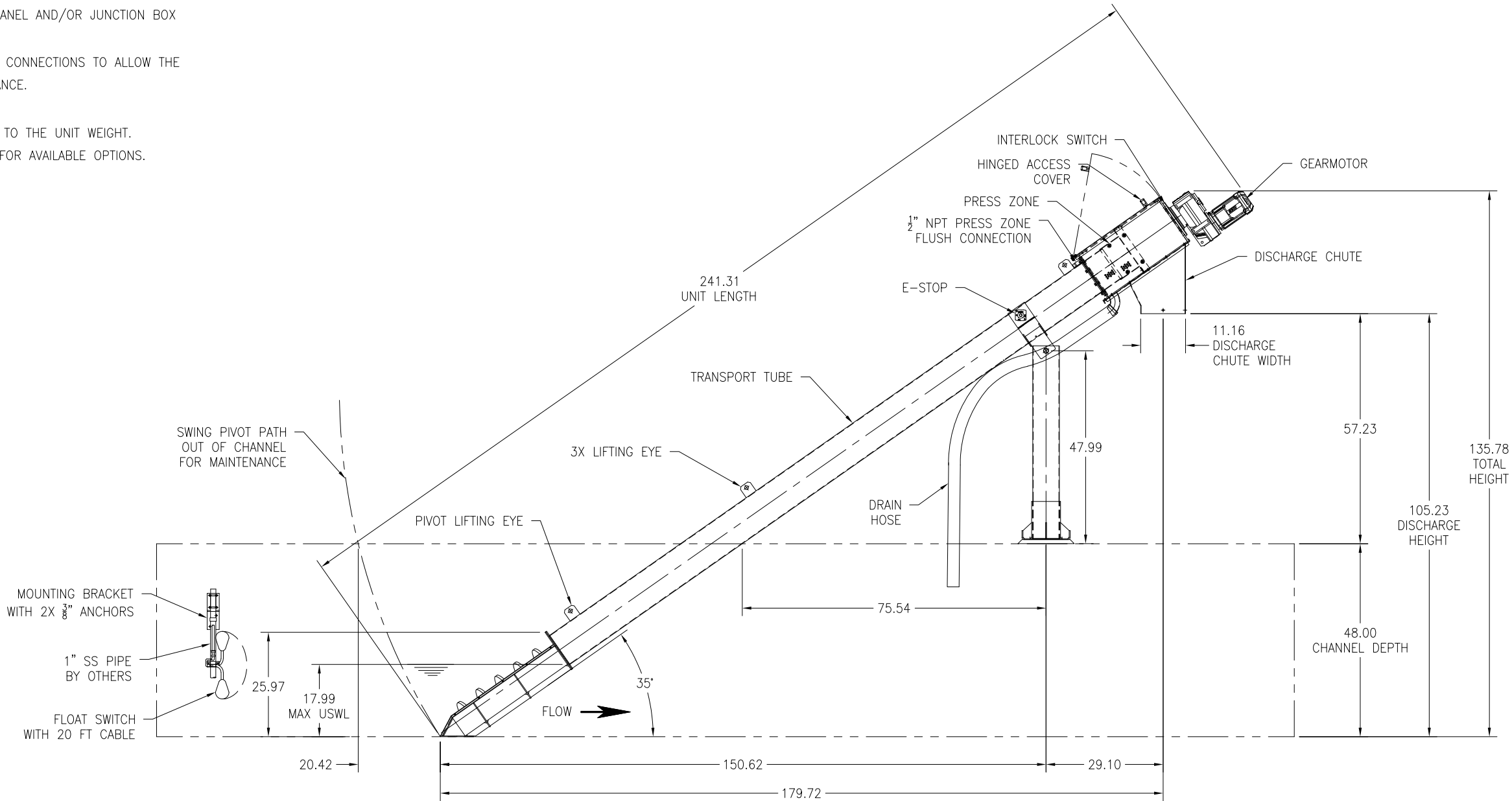
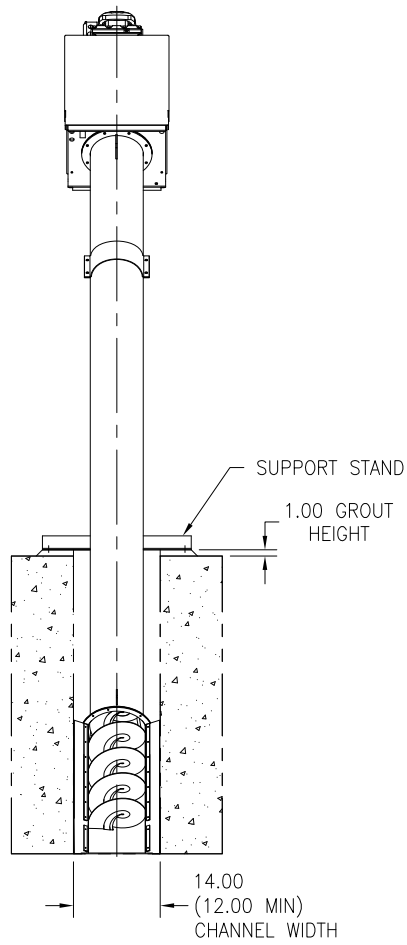
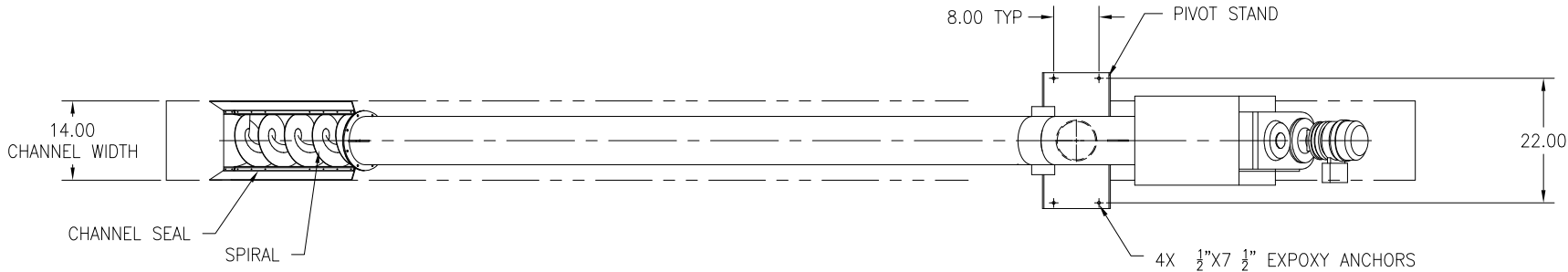
While it is unlikely that all aerator and biosolid removal costs will be eliminated with the installation of primary treatment, it will be significantly reduced. Therefore, a savings of between \$15,000 and \$25,000 per year. This estimate does not include the costs or implications of potential violations that may occur due to debris and trash building up in the system and having aerators out of service.



Also, this cost does not include the future sludge/trash/debris removal cost that will be necessary in coming years to remove the debris that has already or will settle in the ponds. Although the cost of this work is unknown, it could approach \$100,000 - \$200,000 depending on the amount of debris stored.

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: $\phi .25"$ 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.



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 all safety 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 equipment in the plant design, nor is Parkson Corporation responsible for plant safety design and for the failure to follow appropriate safety precautions in the operation and maintenance of Parkson Corporation equipment.

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	SIZE
	3/8"=1'	B



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

TITLE	MODEL HLS200MA35 HYCOR® HELISIEVE® UNIT GENERAL ARRANGEMENT DRAWING
DRAWING NO	REV

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>					

Date	ORC Aerator	Dan's	Sludge Haul
1/31/2020	-		
2/29/2020	-		
3/31/2020	-		
4/30/2020	2,251		
5/31/2020	5,717		
6/30/2020	860		
7/31/2020	-		
8/31/2020	-		
9/30/2020	-	2,245	
10/31/2020	880		
11/30/2020	2,408	2,430	
12/31/2020	-		
	\$ 12,115	\$ 4,675	\$ -
1/31/2021	-		
2/28/2021	-		
3/31/2021	-		
4/30/2021	-		
5/31/2021	-		40,818
6/30/2021	-	2,660	
7/31/2021	1,040	2,750	
8/31/2021	12,928		
9/30/2021	320	2,860	
10/31/2021	-		
11/30/2021	-		
12/31/2021	750		
	\$ 15,038	\$ 8,270	\$ 40,818
1/31/2022	-		
2/28/2022	-		
3/31/2022	-		
4/30/2022	-		
5/31/2022	-		
6/30/2022	-		
7/31/2022	-		
8/31/2022	-		
9/30/2022	-	2,695	
10/31/2022	16,583		
11/30/2022	4,440		
12/31/2022	-		
	\$ 21,023	\$ 2,695	\$ -
1/31/2023	2,286		
2/28/2023	1,780		
3/31/2023	3,229		
4/30/2023	10,220		
	\$ 17,515	\$ -	\$ -
2020 - YTD	\$ 65,691	\$ 15,640	\$ 40,818

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
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Total	\$6,232.80
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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

-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

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

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-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+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

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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
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Total	\$10,295.25
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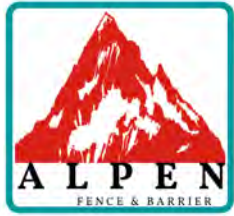
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Special District Management Services

ESTIMATE



Prepared For

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

Alpen Fence & Barrier

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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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-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

-* 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.

Special District Management Services

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