



NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors and the Water/Sewer Enterprise Fund of the **FOREST HILLS METROPOLITAN DISTRICT**, Jefferson County, Colorado has been scheduled for Thursday, February 22, 2024 beginning at the hour of 5:30 PM via ZOOM video conference for the purpose of addressing those matters in the Agenda set forth below and conducting such other business as may properly come before the Board.

<u>Board of Directors:</u>	<u>Office</u>	<u>Term/Expiration</u>
Craig Weinberg	Chairperson	May 2025
Michael Oakley	Director	May 2025
Victor Robert	Treasurer	May 2025
David Blue	Director	May 2027
Jason Krutsch	Director	May 2027
Ronda Zivalich	District Manager/Secretary	(Staff)

CONSENT AGENDA

- a. CALL TO ORDER
 - a. Excuse Absent Board Member *(if needed)*
- b. ADMINISTRATIVE MATTERS
 - a. February 21, 2024 Regular Board Meeting Agenda
 - b. Minutes for January 17, 2024 Board Meeting
 - c. Director Krutsch Announcement
 - d. Ozdemir Forgiveness Request
- c. REPORTS
 - a. Operator’s Report
 - b. Engineer’s Report
 - c. Manager’s Report
 - i. Capital Improvements and Repairs List (W/S)
- d. FINANCIAL MATTERS
 - a. Payment of claims for the period ending January 31, 2024
 - b. Unaudited financial statements and cash positions for the period ending January 31, 2024
- e. HOA MATTERS
 - a. Park Upgrades 2024 – Update (if any)
 - b. Signs/Logo/Colors – Update (if any)
 - c. Signage/QR Code at Back Gates – Update (if any)
- f. APPROVE CONSENT AGENDA

REGULAR AGENDA

- g. PUBLIC COMMENT ON NON-AGENDA ITEMS (3 minutes per person; 60 minutes maximum)
- h. OLD BUSINESS
 - a. WWTP Roof/Interior Issues – Update
 - b. Fire Mitigation Grant – Update
 - c. 22108 Red Hawk Sewer Issues – Update
 - d. CO Pond Annual Maintenance Contract
 - e. SaBell’s Annual Landscaping Contract
 - f. Diversified Underground Curb Stop Locate Contract
- i. NEW BUSINESS
 - a. Ted Laves Request that FHMD Adjust District’s PRV Output Pressure
 - b. 22304 Anasazi Addition Request from JeffCO
 - c. Resolution Restating and Amending the FHMD Utility Activity Enterprise
- j. ADJOURNMENT

THE NEXT REGULARLY SCHEDULED MEETING: March 20, 2024 at 5:30 P.M. via ZOOM

**MEETING MINUTES OF THE BOARD OF DIRECTORS OF
THE FOREST HILLS METROPOLITAN DISTRICT**

January 17, 2024, 5:30 p.m.
Held via conference/Zoom call

ATTENDEES Directors present: Craig Weinberg, Michael Oakley, Victor Robert, David Blue, and Jason Krutsch
Others present: Gabby Begeman (ORC Water Professionals), Nick Marcotte (Element Engineering), Ronda Zivalich (MAPs, Inc.) and Nickie Holder (NMHolder Financial, Inc.)
Residents present: None
Guests present: None

QUORUM The meeting was called to order by Chairperson Weinberg, at 5:36 p.m. and a quorum was noted.

CHANGE IN ATTENDANCE
Gabby Begeman left at 5:41 p.m.
Nick Marcotte left at 6:22 p.m.

CONSENT AGENDA ITEMS

1. ADMINISTRATIVE MATTERS

- A. Agenda: Chairperson Weinberg asked that Item 1.C. be added to discuss board officer positions. Item I.D. was also added to discuss the drafted community message.
- B. Minutes: December 11, 2023 – Special meeting - No changes. January 4, 2024 – Special meeting – No changes.
- C. Officer Positions for 2024: Upon **motion** by Director Oakley, duly seconded by Director Robert, and upon unanimous vote, the Board approved Chairperson Weinberg to continue as the Chairperson through June 2024. Upon **motion** by Director Oakley, duly seconded by Chairperson Weinberg, and upon unanimous vote, the Board approved Director Robert to continue as the Treasurer through December 2024.

2. REPORTS

- A. Operator’s Report: The Operator’s report was submitted in the board packet for review. There were no comments on the report from Board members; however, Ms. Begeman requested an explanation regarding ORC’s contract termination. Chairperson Weinberg suggested that the conversation be taken offline; and Ms. Zivalich would schedule a conference call.
- B. Engineer’s Report (Element Engineering {EE}): The Engineer’s report was submitted in the board packet for review.
 - a. PFAS Treatment Evaluation Report – EE had completed the draft report and sent it to Ms. Zivalich and Direct Discharge (DD) for review. EE would schedule a conference call with DD and Ms. Zivalich to review the document and make suggested changes. EE would then submit he draft report to the Board for discussion at the March board meeting.

- b. Pond 5 Culvert Rehabilitation/Repair – Design and Bid Solicitation - EE has approved a surveyor to proceed with the survey. It was anticipated that the bid solicitation would be released in early Spring, with work anticipated to be completed in the Fall. Director Blue was concerned that a delay in the work might cause a catastrophic failure of the culvert. Mr. Marcotte noted that it is not likely. Ms. Zivalich noted that because the work would be delayed, the Board should discuss what water level to keep in Pond 5 during the summer to help alleviate pressure on the culverts. The Board agreed to discuss the water level with DD once they were onboard and before the pond is filled in May.
- C. Manager's Report: The Manager's report was submitted in the board packet for review.
- a. WWTP Building Repairs - Magee Electric met with Ms. Zivalich to provide a bid for the electrical work that needs to be done inside the facility. Ms. Zivalich noted that the bid was exceedingly high, so she spoke with DD regarding the repairs, both electrical and mechanical; and they indicated they would likely be able to make most repairs. Otherwise, they would subcontract the work, with the District's approval. Ms. Zivalich had scheduled an onsite meeting with DD for February 1, 2024. Ms. Zivalich was also meeting with the roofing and structural engineer on January 22, 2024, at 3 p.m. Directors Blue and Robert would attend if they were available.
 - b. Water/Sewer Customer - The Board asked for additional information about the Ozdemirs' December usage (53k gallons). Ms. Zivalich noted that she talked with them, and they stated that they'd had a plumber check their system, and no leaks were found. Ms. Zivalich noted additional areas that they should have their plumber check to ensure no hidden leaks, such as in the water softener were occurring. They agreed to pay the base fee for both December and January while pursuing another inspection of their system. Ms. Zivalich had asked to be kept informed of their progress and would also send them the Board's Catastrophic Water Loss Resolution.
 - c. Park Restroom – The flushometer in the park toilet and the failing PRV under the sink were replaced by MacVik Plumbing. In addition, Director Robert noticed that the heater in the restroom had been turned off several days in a row. He had removed the knobs and placed a sign over the heater that it was not to be shut off.
 - d. Gate House Entry – It was brought to Director Oakley's attention by a resident that the door to the gate house was open on January 13, 2024. Director Oakley inspected the inside of the gatehouse and noted that the bathroom door was locked, and he could not gain entry. He closed and locked the sliding door. The

next day he went back to check on the gatehouse and noted that the exterior door was still locked, as well as the bathroom door. He was concerned that someone might be inside the bathroom and called the sheriff, who then broke the door open to ensure no one was inside. After discussion with Ms. Zivalich, it was agreed that the code for the lockbox to the gatehouse needed to be changed, which Director Oakley did on the spot. Ms. Zivalich planned to have the bathroom door handle changed and door frame repaired.

3. FINANCIAL MATTERS

- A. Claims: Through December 2023. Submitted in the board packet for review. No discussion.
- B. Financial Statements: Through December 2023. Submitted in the board packet for review. No discussion. Ms. Holder will email the final 2024 budget spreadsheet to the Board for their reference.
- C. Final 2024 budget submittal: The 2024 budget documents were submitted to both Jefferson County and the Department of Local Governments as required on January 15, 2024.

4. HOA MATTERS

- A. Park Upgrades 2024: HOA Board member Bernie Garvey volunteered to head the committee to explore designs for park upgrades. Ms. Zivalich had forwarded contact information for Sabell's and Alpine Landscape as options for obtaining bids. In addition, Director Oakley recommended providing the original park design created by the Outdoor Design Group to Mr. Garvey. Ms. Zivalich agreed she would do so.
- B. Signs/Logo/Colors – Update: BSC had advised that JeffCo had issued the permit and they had scheduled to install the three signs on January 29, 2024, weather pending. Director Oakley asked for confirmation that the backs of the bunker signs would also be painted. Ms. Zivalich confirmed they would be painted the charcoal color.
- C. Signage/QR Code at Back Gates – Update: No update at this time

Upon **motion** by Director Weinberg, duly seconded by Director Oakley, and upon unanimous vote, the Board approved the Consent Agenda.

REGULAR AGENDA ITEMS

5. PUBLIC COMMENT – NON-AGENDA ITEMS

No comments.

6. OLD BUSINESS

- A. WWTP Roof/Interior Issues - Update: The WWTP roof and interior issues were discussed above in the Manager's Report.
- B. Fluidyne HMI Control Panel – Update: ORC received a new control panel under warranty, and it was installed in late December.

7. NEW BUSINESS

- A. Resolution Authorizing Posting Location of Meetings: Upon **motion** by Chairperson Weinberg, duly seconded by Director Oakley, and upon unanimous vote, the Board approved the resolution authorizing the posting location of 2024 meetings.
- B. Resolution Designating Meeting Location/Dates: Upon motion by Director Krutsch, duly seconded by Director Robert, and upon unanimous vote, the Board approved the resolution designating 2024 meeting location/dates.
- C. Engagement of Direct Discharge Consulting: At the special meeting on January 4, 2024, the Board approved terminating ORC's contract and engaging Direct Discharge Consulting as the District's new Operator in Responsible Charge.
- D. Community Update: Chairperson Weinberg drafted an update to the community notice and sent it to the Board for review and comment. He planned to incorporate the updates suggested by the Board and Ms. Zivalich would then send it out by January 19, 2024.

9. ADJOURNMENT

Upon **motion** by Director Oakley, duly seconded by Director Krutsch, and upon a unanimous vote, the Board approved adjournment of the meeting. There being no further business to come before the Board at this time, the meeting was adjourned at 6:45 p.m. The next regular meeting is scheduled for February 21, 2024, via conference call, beginning at 5:30 p.m.

THESE MINUTES ARE APPROVED AS THE OFFICIAL, JANUARY 17, 2024, MEETING MINUTES OF THE FOREST HILLS METROPOLITAN DISTRICT AND ITS WATER ACTIVITY ENTERPRISE BY THE RESPONSIBLE PARTIES SIGNING BELOW:

ATTEST:

Recording Secretary

APPROVED:

Board Chairperson



Forest Hills Metropolitan District Operations Report

February 2024

Wastewater Treatment Facility Operations

We have learned a lot in the past few weeks regarding the operation of the wastewater treatment facility. On February 1 and 2, 2024 Direct Discharge Consulting (DDC) brought several staff members to the FHMD system in order to understand what and why things were in the condition they were. The wastewater plant is in rough condition and we found the accumulated solids within the effluent equalization basin and chlorine contact basin to be feet thick. We have been pumping this accumulated sludge to the aerobic digester adjacent to the effluent EQ tank.

In addition, we have opened the Waste Activated Sludge (WAS) valve each time we are on site to remove solids from the treatment system in order to get the correct volume of biomass within the treatment system. We will need to have McDonald Farms out in the coming weeks to haul sludge, however, the sludge will be hauled from the ISAM, Aerobic Digester, Effluent EQ tank and Effluent Contact Basin. We are holding off on hauling sludge until the treatment system is discharging clean water continuously as to not accumulate further solids throughout the tanks.

Each time DDC staff is on site, we are collecting in-house process control samples. The results are encouraging and we anticipate sampling for the month of February during the week of February 19th. We anticipate the Total Inorganic Nitrogen (TIN) to be within compliance with the adjustments completed during the first few weeks of operation. For example, on February 1st, we made some adjustments to the process and by February 2nd, our in-house process control indicated a TIN result of 2.47 mg/L (limit is 10 mg/L).

One of our staff operators has been investigating the dose of Chlorine and Sodium Bisulfite for disinfection as the chemical feed pumps run the entire time the SBR is decanting effluent as well as the entire time the pumps are pumping the effluent to the outfall. This is not the correct way to dose the effluent. DDC is looking to determine the timing within the system PLC to reduce the amount of chemicals being pumped which will decrease overall chemical costs and enhance the quality of the effluent discharge. Additionally, the Aluminum Sulfate which is dosed to the treatment plant to bind up total phosphorus is pumping at an excessive rate. DDC is working to determine how this pump is controlled and the appropriate dose to make adjustments. Again, this should decrease chemical dosages and associated costs.

Wastewater Treatment Facility Repairs/Upgrades

Flow Meters: The flow influent and effluent meters will need to be calibrated in 2024 per CDPHE. DDC has a contact that can complete this if requested. In addition, the effluent ultrasonic flow meter is connected to a rusty bar of Unistrut. DDC will replace this with a stainless-steel bar (no charge, we have SS bar in stock) and have the flow meter calibrated after the repair.



The wastewater treatment facility does not have a water source which makes it difficult to clean the tanks and wash things down for overall maintenance and housekeeping. DDC is requesting the Board to consider allowing DDC to install a non-potable water system within the treatment system to provide water from the effluent EQ tank. If this is considered, DDC will provide a formal proposal for procuring the materials and installing with approval from Element Engineering.

The generator at the wastewater facility does not work. DDC will coordinate with the generator service work to be completed in the coming weeks as to avoid a second trip charge by the generator service provider.

The feed pump that was removed by the previous operations contractor and sent to Industrial Service Solutions for repair or replacement was quoted at \$24,847.20 or \$38,283.00, respectively is being investigated further by DDC. A brief conversation with two pump manufacturers resulted in the same response that a replacement pump should cost approximately \$1,000 per HP. Since the pump in question is a 15 HP pump, the cost for a new pump should not exceed \$15,000. More to come on this as the DDC team investigates further.

A few items that DDC would like to request the Board to purchase are listed below with approximate costs:

Sludge Judge	1	\$162.95
Shop-Vac	1	\$79.98
Stenner Pump Tubes #1	2	\$73.95
Stenner Pump Tubes #3	2	\$73.95
Stenner Pump Spare Parts	Approx.	\$200.00
Chemical Feed Tubing	100 ft	\$48.95
Chemical Injectors	4	\$130.52
pH Buffer Solutions (4,7 & 10)	1	\$57.70
10mL Colorimeter Sample Cells	2	\$147.10
Wash Bottles (500mL)	6	\$45.05
Sample Beakers (500mL)	25	\$24.40
ISCO Sampler Pump Tubing	1	\$36.95
Total Cost:		\$1,081.50

Currently, the water and wastewater treatment facilities do not have any critical spare parts (pump tubes, rollers, etc.) in the event a tube breaks. If we lose a chemical feed pump due to failure, we will be immediately out of compliance. The other items such as a sludge judge, pH buffers, beakers, wash bottles, etc. are simply to provide equipment to completely perform our duties of operating the plants.

Water Treatment Facility Operations

The water treatment facility and pump station are operating as expected. The chlorine residual is approximately 1.01 throughout the system and the DDC team is working to understand more about the distribution system each time we are on site.

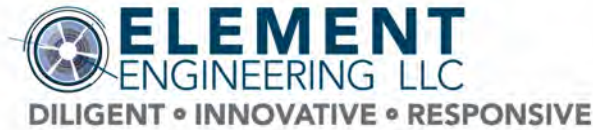


DDC staff will be learning how to complete the monthly water meter readings in the software Ronda provided and will complete the report prior to the 28th each month.

DDC staff will be meeting with RESPEC on February 19th to understand the water accounting required at FHMD.

Water Production and Discharge Monitoring Reports

As of the date of drafting this report, DDC has not completed the water meter readings, nor completed a Discharge Monitoring Report (DMR) that usually accompanies the monthly report. DDC intends to provide this in the months to come.



ENGINEER'S PROGRESS REPORT

TO: Forest Hills Metropolitan District
FROM: Element Engineering, LLC
DATE: February 21, 2024
SUBJECT: Progress Report on Current Projects – **New Items Bold**

GENERAL ENGINEERING

Element is currently working on the PFAS grant application which is due to CDPHE by March 31, 2023. The proposed grant will fund a study to determine construction and non-construction (engineering, permitting, etc.) and operations and maintenance costs for various alternatives to reduce PFAS to acceptable levels in the district's drinking water. It is our intent that the grant will also fund an onsite pilot test in support of the study.

The PFAS grant has been submitted and we are waiting for its review.

The PFAS grant has been awarded to the district. The grant amount is \$45,000. A proposal to complete the PFAS Treatment Evaluation is attached to this board report. If approved this will be reported on as a separate project.

The district has requested DRC Construction Services to inspect the Pond 5 culvert. Element has been requested to review the inspection video and inspection report and provide an evaluation and estimate for necessary improvements and/or corrections. Element will complete this work upon receipt of the inspection video and report.

We have received the Pond 5 Culvert video and are wrapping up our review and memorandum with findings including cost estimate for remedies. We have also been asked to help with coordination on rehabilitating/cleaning the entry culvert that runs near the intersection of Forest Hills Drive and Genesee Ridge Road. It appears the culvert is completely full of debris.

A proposal for rehabilitation of the Pond 5 culvert has been provided to the district. We have found that a trenchless rehabilitation is technically possible, but due to the potential costs of the open cut point repair, and the single shot CIPP manufacture and shipping costs, it may be cheaper to open cut and replace the pipe. Element recommends designing the project with a bid alternative for trenchless or open cut replacement. A proposal for design, survey, and bidding has been provided to the district.

No work this period.



WASTEWATER TREATMENT PLANT IMPROVEMENTS - CONSTRUCTION

All work has been completed. The date for Substantial Completion was set for January 20th, 2023. Therefore, the end of the two-year warranty period is January 20th, 2025. A final warranty walkthrough should occur two (2) years and eleven (11) months after Substantial Completion.

No work this period.

PFAS TREATMENT EVALUATION

The PFAS Treatment Evaluation work order was approved was finalized and signed on June 9th. This project is now approved and set up internally. Element is currently working on obtaining equipment quotes and generating background information and assembling data necessary. We are also compiling the report outline and report itself. We have requested additional information on the well operational regime, well flowrates, and minor water quality sampling of the combined raw water at the storage tank.

Work on the PFAS Treatment Evaluation is ongoing and the writeup of the report is substantially complete. We are currently finalizing preliminary equipment layouts and cost estimates.

The draft PFAS Treatment Evaluation has been completed. After completing the draft report, raw water sample results were received. This data has been provided to the treatment manufacturer for review. The report will be updated and finalized once recommendations have been received from the treatment manufacturer.

The PFAS report will be provided to the district manager and operations staff for review and distribution to the board prior to the January board meeting.

The draft PFAS report has been provided to the district manager and operator. An internal team meeting to review the report has been scheduled for early March. This gives the new district operator time to review the report prior to meeting.

POND 5 CULVERT REHABILITATION/REPAIR – DESIGN AND BIDDING

Element has been approved to move forward with the Pond 5 culvert rehabilitation design and bidding. We have requested a quote and approved our surveyor to proceed with the survey work. We will inform the district manager as to the timing of the onsite survey work. Due to the location within the district's drainage system, this project is best constructed in early spring, or fall. We will move as quickly as positively as possible with design; however, it is likely that it will be required to be constructed in the fall of 2024 due to the necessary time for design and bidding.

The design survey has been completed and we are currently working on the design documents. Draft design documents should be completed within 30-days of the writing of this report.

General

Manager Vacation

RKZ will be out of the office from March 6 through March 17, 2024 but I will be taking my computer and be available if something comes up.

Agreements

The following contracts/POS were issued in January/February:

- Power West Systems – BPS Generator Annual Maintenance
- Diversified Underground – Curb Stop Locate PO
- SaBell's – 2024 Landscape Contract
- CO Pond & Lake – Pond Maintenance Contract

Invoices/ACH/Autopay Payments

Invoices were reviewed and approved on February 12, 2024.

Billing

Billings were reviewed and approved on February 1, 2024. There are four delinquencies: The one on the payment plan has been paid in full by the homeowner. The Ozdemir's are requesting forgiveness and intend to attend the meeting to discuss this with the Board. The other three were provided notices via email and/or phone calls.

Operator Changes

Direct Discharge (DD) started on February 1, 2024 and are getting to know the system. Please see their report for additional information. DD will be replacing all stickers that show ORC as the contact on outdoor equipment such as the lift stations in the near future. ORC has provided a final invoice and will provide a final list of passwords and software used once payment has been received.

Repairs & Capital Improvements List

No changes were made, and the spreadsheet is included in this report. This list has been sent to DD and will be reviewed with them in the coming months to more accurately reflect the capital assets the District has.

Annual Resolutions

The attorney recommended restating and amending the Utility Activity Enterprise and provided a draft, which RKZ sent via email to the Board for their review. The resolution is attached to this report and RKZ recommends that it be approved by the Board during this meeting.

Fire Mitigation Assessment and Grants

The District received notice from Genesee Foundation that the fire mitigation grant application was successful. A timeline was provided for when work needs to be completed and RKZ is working on next steps including: hire a forester to mark the trees according to the plan written into the grant application; complete a contract for Elk Mountain Tree Company; and proceed with 2024 cutting/trimming.

Bear Creek Watershed Association

RKZ attended the meeting on February 14, 2023. CDPHE now claims that the draft TMDL report will be released on March 29, 2024 with a 60-day review period. BCWA discussed the need for a new policy to support trading concepts and control regulation language. The hope is that CDPHE will incorporate this policy language into the report. If CDPHE refuses to add the language, BCWA intends to file a lawsuit to have it added. RKZ attended the CDPHE stakeholders meeting on January 18, 2024. It was a very high-level presentation with no new information provided other than the newly anticipated release date. Another stakeholder meeting is scheduled for February 27, 2024. RKZ also attended the BCWA budget meeting.

Website

All inquiries are being responded to in a timely manner and updates occur regularly. Ms. Holder and RKZ met in January to review the entire website and there were many changes and/or updates made to ensure the website is complete and accurate.

Community Correspondence

Communications regarding meetings or work occurring in the community were sent via email to homeowners.

Chairperson Weinberg's community update was sent at the end of January. The Board was going to review RKZ's general update as well which was sent to the Board after the January board meeting. The draft email is attached to this report and will be discussed during the meeting.

FHMD received a note card (attached to this report) for 22304 Anasazi's addition request. The card was forwarded to the HOA as they would need to approve any additions. RKZ spoke with the JeffCO building department to ensure there were no encroachments on District or neighbor properties and was assured there were not as the homeowners are simply enclosing patios that already exist, and the HOA has approved the request.

HOA Matters

Signs at the Back Gates – No update.

Park Upgrades – HOA board member Bernie Garvey has volunteered to head the committee to explore designs for park upgrades. Mr. Garvey has provided recommendations including resurfacing the basketball court, rotating the existing swing set to create more level space, add exercise stations to the perimeter of the level area, and upgrade existing playground to accommodate older children. Chairperson Weinberg has replied to Mr. Garvey and is requesting a meeting to further discuss the park upgrades. Attached to this report is Mr. Garvey's schematic for the recommended upgrades.

Water

Water Treatment Facility

No update.

Booster Pump Station

EE is going to work with Direct Discharge to have the generator hooked up to the chemical feed building.

Hydrant Flush

RKZ will work with Direct Discharge to schedule the hydrant flush in the summer.

PFAS Notice – Infrastructure Grant

EE has updated the PFAS treatment evaluation with the lab results and has distributed the draft report to both DD and RKZ. A meeting has been scheduled for March 4, 2024 for EE/RKZ/DD to discuss the report, make corrections/additions and finalize for submission to the Board in time for the March board meeting. The final report is due May 1, 2024.

Ponds

The design survey has been completed and EE is working on the design documents. Please see EE's report for more information.

The contract for Colorado Pond and Lake for 2024 pond maintenance has been completed and is attached to this report for the Board's approval. This will be discussed during the meeting.

Curb Stops

There were no curb stops located in January. The spreadsheet is included in this report. A PO has been completed for Diversified Underground to locate curb stops in the community in 2024 per the approved budget. The PO is attached to this report and will be discussed during the meeting.

2G-4G Upgrade for Smart Meters

There were no meters/registers replaced in January. DD is reviewing the meter read spreadsheet and the meter installation spreadsheet and will discuss with RKZ once they understand which homes still need to have a meter/register replaced.

Water Rights

There were no oppositions filed in January. RKZ spoke with RESPEC and HROP regarding the status of the plan for maintaining water rights on Ponds 1A, 1B, 2, 3 and 7. They have requested time on the March agenda to review their recommendations for these water rights with the Board.

Wastewater Treatment Facility

Homeowner Sewer Service Line Issues

The Grawey's continue to have sewer issues and have reached back out to the District for assistance. RKZ brought DD up to speed on this issue and DD has been in contact with the Grawey's to assist further with how the main line ties into their lines and how everything flows. DD plans to meet with the Grawey's onsite on Monday, February 19, 2024 to inspect the connections and discuss the situation further with them. RKZ continues to monitor this situation through both DD and the homeowners.

Improvements to Meet Effluent TIN

RKZ was informed by DD that within their first week onsite, they had the WWTP meeting TIN limits. Please see DD's report for more information.

Annual BioSolids Report

The annual biosolids report is due February 19, 2024. RKZ and DD were able to locate the data from Colorado Analytical Labs to complete the report and it was submitted on February 14, 2024.

Overall WWTP Repairs/Needs - Interior

DD has provided a short list of immediate needs for the WWTP within their board report. RKZ has approved purchase of the items via email on February 15, 2024. A longer list of needs for mechanical and electrical repairs is forthcoming, hopefully in time for the board meeting.

RKZ and Directors Blue and Robert met onsite with WJE Structural Engineers (Dale Statler). They have provided a proposal to perform a limited engineering assessment of the WWTP, which is attached to this report. Mr. Statler's initial opinion was that the overall building was structurally sound, but he did recommend that the bolts holding the roof structure to the cement block wall and steel support beams be tested to ensure they are stable. Phase 1 in his proposal addresses these tests, among other things.

WWTP Roof

RKZ advised WJE that we no longer need a proposal for roof design, bid solicitation and construction management as the project does not appear to be that complicated.

Arapahoe Roofing has provided a bid to replace the roof and skylight with an asphalt roof. Their bid is attached to this report for the Board's consideration. Three other roofing contractors were contacted, and site visits were made. Two of the companies dropped out as they saw the skylight area as too much of a challenge. Roof Corp is going to bid on the project, but the bid has not been received to include in this report. They have promised to provide it in time for the meeting. RKZ will send it to the Board once it is received.

CDPHE PFAS Stakeholder Meeting

RKZ attended the PFAS stakeholder meeting held by CDPHE on January 18, 2024. The meeting was to review the action plan CDPHE is preparing which was general in nature and only provided a high-level overview of the plan they are working on. There will be another meeting in the Spring.

Roads

No update.

Facilities

Gatehouse Repairs

Directors Robert and Blue have made repairs to the bathroom door and door frame and a new door handle has been installed. The gatehouse keypad code has been changed due to finding the sliding door open on several occasions.

Landscaping

The contract renewal for SaBells for the 2024 season is attached to this report and RKZ recommends approval by the Board. This will be further discussed during the meeting.

Locks at Emergency Entrances

It was reported that the lock at the Forest Hills Drive emergency gate was inoperable. It was also reported that the lock at the Eastwood emergency gate was removed (found lying on the ground) and the chain simply hanging on the gate. Directors Robert and Blue have replaced the lock at Forest Hills Drive and the code remains the same. Director Robert put the lock back on the chain at Eastwood and intends to purchase a new lock and change the code as this gate has been found unsecured on many occasions in the last year.

Gate Operators

The entrance gate at Forest Hills Drive was recently locked in the closed position. PGA was called and discovered that the edge bumper batteries has died. They were replaced and the gate returned to normal operation. RKZ and Director Oakley communicated to PGA that batteries should be inspected as part of the annual maintenance so failures such as this can be prevented. In light of the recent Xcel power outages, confirmation was received from PGA that the gates have a backup battery that typically lasts about 30 minutes so the gates will continue to open. Once the battery dies, the gate will default to the open position until power is restored. It was noted that the gate clickers will not work during the 30-minute time because the keypad and antenna require power. Director Oakley attempted to put the Eastwood gate in the hold open position during the outage but due to tightness of the disconnect he was unable to do it. PGA and Director Oakley spoke directly about what the issue was, and a solution will be determined. Director Oakley can provide more information during the meeting.

Surveillance Cameras

RKZ has advised Brad Walsh that the surveillance camera installation was approved. There has not been a reply, but I will continue to reach out to him.

Bunker and Monument Sign Refurbishment

BSC Signs installed the new signs on January 29, 2024. Their final invoice is included in the payables for the Board's approval. It was brought to RKZ's attention that the lighting is not working at the monument sign (on the hill). RKZ is working on resolving the issue.

Description	Cost Estimate	Budgeted?	Date Scheduled	Date Completed	Notes
Water					
Pond 4 Valve Replacement	\$ 10,000	No			need bid from ORC
New ARV and vault at Eastwood Drive gate	\$ 15,000	No			On hold
Install extension and raise valve box for FH near Lift Station #1	\$ 2,500	No			Low priority...FH is still operational
Install extension for FH at Forest Hills Drive and Anasazi Way	\$ 3,500	No			Low priority...FH is still operational
Pond 4 Liner Replacement	\$ 50,000	No			on hold
Pond 6 perimeter liner repairs		No			On hold
Conditionally decreed reservoirs - next diligence compliance date		No	19-Dec-2024		Annual efforts should be made towards pursuing implementation
Telemetry System	\$67,161	No			Future additions of telemetry on the wells to automate on/off - currently have some wells on telemetry and others are not. Priced received 1/7/2022
Well Replacement (every two years)	\$5,000	2023			Well 5
Videoing of piping (upper community)	\$15,000	Yes	Spring 2025		
Videoing of Sewer Pipes (lower community)	\$20,000	Yes	Spring 2024		
Main Line Repairs (one each year)	\$5,000	Yes			Hill & Dale
Repair main line on Hill and Dale					
BPS Handrail Extension	\$5,100	Yes	on hold		
BPS Generator maintenance	\$2,000	Yes	annual		
Chemical pump appurtance maintenance	\$2,000	Yes	annual		
Booster pump station maintenance	\$5,000	Yes	annual		this could become an item of routine importance
Purchase new pump for Well 1					
PRV maintenance	\$1,000				estimated budget every year
Wastewater					
Pump Lift Crane	\$ 3,000	Yes	on hold		lift 600 lbs
Replace WWTP building roof	\$ 20,000	No			On hold
Repair interior of WWTP building					
Upgrade effluent pump controls		No			On hold
Install pump, controls, piping for EQ/overflow tank automatic pump back	\$ 10,000	No			
Consider UV disinfection	\$ 85,000	No			Run ROI versus chemicals (Cost includes design/permitting, and equipment)
Influent Flume Improvements	\$ 25,000	No			Innaccurate readings based on location - New influent structure/manhole with flume and
Sludge Hauling	\$ 60,000	Yes	annual		
Lift Station Annual Cleaning	\$ 2,000	Yes	annual		
Repairs to Collection System					
Consider aerobic digester		No			Run ROI versus sludge hauling
Piping Service Line (2/year)	\$ 20,000	Yes			
Augmentation Pond					
Repairs to existing equipment - Pumps/electrical/chemical	\$10,000	Yes	annual		
Replacement of feed pump	\$40,000	Yes	2024		
Wastewater plant - CIP					
22108 Red Hawk - Repair joint in main sewer line					
Roads					
Rumble Strips at Nakota and Forest Hills Drive		No			
Address erosion on Summerwood		No			Low priority
Level bollards		No			Need to inventory
WWTP Hill/first switchback - widen road at top of hill at switchback into hillside for ease of turning					
Facilities					
Landscape improvements at Park	\$ 15,000	no	2024		redo of irrigation system and reseed lawn
Repair leak at sink in Gatehouse	\$ 500	No	watchng		no longer leaking
Rules signs at Pond 6	\$ 500	No	2024		Draft signs in development
Refurbish Large Riva Chase Sign on Hill and Install new lights		No	Nov-23		contract completed/work has begun
Refurbish bunker signs on FHD	\$ 20,000	Yes	Nov-23		contract completed/work has begun
Fire mitigation assessment on District property	\$30,000/yr	Yes	2024/2025/20		budgeted for if fire mitigation grant is awarded in March 2024
Fire Mitigation services	\$ 50,000	Yes	2023		
Fire mitigation assessment on private owner property	\$ 0	No			Homeowners will be responsible
GIS System					
GENERAL					
Add road designation/shared driveway/maintenance/snow removal decision to governing documents per legal counsel recommendation at next update of governing documents to include Harding driveway					add at next update in future

Detailed Invoice

ID: ForestHillsMetroDistrict-010124013124

Period: 01/01/24 - 01/31/24



Diversified Underground

PO BOX 460909

Aurora, Colorado 80046

Tel: 303-636-9999

Fax: 303-671-8728

Email: mark@diversifiedunderground.com

Forest Hills Metro District

Tel:

Fax:

Email:

Pre-Screened - No utility in vicinity (FRHL01)

Ticket ID	Notes	Timestamp	Applied By	Amount	Price (\$)
B336300029	0 I70 OPAS , CO	01/03/24 08:06:41	Bdulin	1.00	5.00
B400802531	0 S LININGER DR GENESEEE, CO	01/10/24 17:00:57	Bdulin	1.00	5.00
B400803147	872 WILLOBE WAY GENESEEE, CO	01/10/24 17:02:49	Bdulin	1.00	5.00
B401300022	0 WILLOBE WAY GENESEEE, CO	01/17/24 14:13:08	Bdulin	1.00	5.00

Pre-Screened - No utility in vicinity (FRHL01) Totals 4 20.00

Invoice Grand Totals: 4 charges for \$20.00.

RESOLUTION NO. 2024-003

FOREST HILLS METROPOLITAN DISTRICT
JEFFERSON COUNTY, COLORADO

**A RESOLUTION RESTATING AND AMENDING THE FOREST HILLS
METROPOLITAN DISTRICT UTILITY ACTIVITY ENTERPRISE**

WHEREAS, the Forest Hills Metropolitan District (“District”) is a special district created pursuant to Article 1, Title 32, C.R.S., (“District Act”) to provide water and wastewater activities, services and facilities within and without the District and is authorized to issue its own revenue bonds; and

WHEREAS, such water and wastewater activities may include, but are not limited to, the acquisition, diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange, or discharge of water and wastewater and all services and facilities related thereto (“Utility Activity”); and

WHEREAS, the District’s Board of Directors (“Board”) on July 13, 1995 formally established the District’s Utility Activity Enterprise (the “Enterprise”) in conformance with the provisions of Article 45.1, Title 37, C.R.S., (the “Act”) in order to exclude the Enterprise from the provisions of Section 20, Article X of the Colorado Constitution (“TABOR”); and

WHEREAS, as established, the Enterprise was charged with the responsibility for managing, operating, maintaining and conducting all water and wastewater activities, services and facilities of the District; and

WHEREAS, circumstances have changed since 1995, and the Board desires to reestablish and redefine the role of the Enterprise and the District; and

WHEREAS, the Board has determined that it is in the best interest of the District for the Enterprise to limit its Utility Activities to managing, operating, maintaining, repairing and replacing the District’s water and wastewater collection system; and

WHEREAS, the adoption of this Resolution Restating and Amending the District’s Enterprise is in conformance with the Act and TABOR and will serve a public use and promote the public health, safety, prosperity, security, and general welfare of the inhabitants of the District and of the people of the State of Colorado.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the District’s Enterprise be amended and restated so that the same is operated in accordance with the follow terms.

Section 1. Enterprise Activities and Facilities. The Enterprise shall manage, operate, maintain, repair, replace and conduct all water and wastewater collection system activities, services and facilities of the District. The Enterprise is specifically authorized to use, operate, improve, extend, enlarge, repair, replace, acquire, dispose of, encumber, contract with respect to, and otherwise conduct, control, manage and supervise all Utility Activities and facilities of the District. Except for roadway and drainage facilities, all of the District's water and wastewater collection system and all activities related thereto shall continue to be operated and maintained as a government owned business in conformity with applicable law. The Enterprise shall be wholly owned by the District. All facilities, property and assets which are utilized by the Enterprise or form a part of the Enterprise shall be the property of the District.

1.1 **District Activities.** Notwithstanding any other provision contained in this Resolution to the contrary, the District, separate and apart from its Enterprise shall arrange for the continued repair, replacement and maintenance to all other District facilities, including but not limited to roadways, roadway appurtenances, access roads, culverts, gates, trails and recreation facilities.

Section 2. Multiple Enterprises. All Utility Activities shall be conducted as a single Enterprise. The Enterprise may conduct or continue to conduct one or more Utility Activities, including contracting with governmental entities, enterprises, or non-governmental entities or persons. The Board may, from time to time, establish other enterprises and restructure any enterprise as a separate Enterprise.

Section 3. Governing Body. The Board of the District shall be the governing body of the Enterprise ("Governing Body"). The Governing Body shall conduct the business of the Enterprise in the same manner and follow the same procedures as the Board. All official business of the governing board may be combined with and shall be conducted only during regular or special meetings of the Board at which a quorum is present. The record of proceedings of the Governing Body may be incorporated into the minutes of the Board. No oaths, bonds or other qualifications shall be required of the Governing Body. All actions of the Governing Body shall be considered as actions and business of the District undertaken by the Board acting as the Governing Body of the Enterprise. All business and actions of the Governing Body shall be governed by and made subject to all requirements, privileges, immunities, protections, limitations and other provisions of law.

Section 4. Powers. The Governing Body of the Enterprise may, without limitation, exercise the District's legal authority relating to Utility Activities or available to any Enterprise, except as expressly provided herein. Such authority shall include, but shall not be limited to, all powers set forth in the Act and those powers set forth in the District Act which are consistent with the authorities of an enterprise under the provisions of TABOR and are necessary to operate the Enterprise, including but not limited to the power to issue or reissue bonds, notes or other obligations payable from revenues or other available funds of the Enterprise pursuant to law. The powers and authorities specifically conferred herein,

shall not modify, limit or restrict the powers conferred by any other law directly or indirectly, except as expressly provided herein.

Section 5. Taxes. The Enterprise shall not levy or assess any tax which is subject to TABOR or to direct the District to exercise its taxing powers on behalf of the Enterprise.

Section 6. Grants. The Enterprise shall not accept or receive any revenue in grants (as defined in the Act) from the state or any other local government, unless expressly authorized by the Board. The purpose of this provision is to prevent without the District's knowledge and consent, any violation of the rules of TABOR applicable to enterprises.

Section 7. Contracts. All contracts related to Utility Activity functions shall be approved by the Governing Body and executed by District officers with the District as the contracting party. Any pre-existing contract relating to Utility Activity functions shall be considered as having been approved by the governing board. All contracts relating to Utility Activity functions shall be implemented and discharged by the Enterprise unless otherwise provided by the Board or this Resolution. For all purposes under the Act and TABOR, this Resolution shall, without further action, be considered as a contract for service between the District and the Enterprise under which Utility Activity services will be provided to all properties of the District by the Enterprise, and the District will pay for such services in an amount not to exceed the costs of such services as determined, from time to time, by the Governing Board.

Section 8. Revenue. All revenue for Utility Activity and facilities provided by the Enterprise including rates, fees, tolls, charges, payments for services to the District and all other income of the Enterprise shall be collected, used and expended for water and wastewater activity purposes as defined by the governing board in accordance with and as set forth in the fiscal budget for the Enterprise adopted by the Board pursuant to law. Rates for water activity services and facilities provided by the Enterprise shall be established by the governing board, approved by the Board and collected and enforced by the District. No revenue or spending of the Enterprise shall be subject to TABOR.

Section 9. Enterprise Fund. An Enterprise Fund is hereby reestablished by the Board for Enterprise accounting and budgetary purposes and shall be maintained to account for the revenues and expenditures of the Enterprise and reconstituted by this Resolution. All budgets, reports, audits, and financial operations of the Enterprise shall conform to and be prepared in accordance with generally accepted accounting principles applicable to governmental (enterprise) units and other requirements of state of law.

Section 10. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the District and the members of the Board, not inconsistent with the provisions of this Resolution, relating to the operation of the Enterprise, are hereby ratified, approved, and confirmed.

Section 11. Repealer. All orders, declarations, and resolutions of the District, or parts thereof, including, but not limited to, declarations of the Board inconsistent or in

conflict with this Resolution, are hereby repealed to the extent only of such inconsistency or conflict.

Section 12. Miscellaneous. Nothing set forth in this Resolution shall be construed to limit the authority of the Board or the Enterprise to utilize other policies or procedures for operating or continuing the Enterprise, except as otherwise expressly provided herein. It is the intent of the Board to reconstitute its Enterprise in accordance with the provisions of the Act and TABOR according to its most reasonable interpretations thereof. If any term, section or provision of this Resolution shall be determined to be invalid or in violation of the enterprise qualification provisions of TABOR or the Act, the invalidity or disqualification of such section shall not affect any of the remaining provisions of this Resolution. This Resolution shall remain in effect, whether or not the Enterprise currently qualifies as an enterprise pursuant to TABOR until modified or repealed by the Board.

ADOPTED the ____ day of _____, 2024.

FOREST HILLS METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary



SERVICES AGREEMENT FOR POND MAINTENANCE SERVICES

Agreement Reference Number: 2024.03.01 A

THIS SERVICES AGREEMENT FOR Pond Maintenance (“Agreement”) is made and entered into as of March 1, 2024 by and between Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), whose mailing address is 14405 West Colfax Avenue, #165 Lakewood, Colorado 80401, and Colorado Pond & Lake (the “Contractor”), whose mailing address is 11995 Evergreen Road, Conifer, CO 80433. The District and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. **Scope of Services.** The Contractor agrees to landscaping services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control. The District may also issue one or more individual Purchase Orders (the “Purchase Order”) to the Contractor that specify the scope of services and compensation for said Purchase Order. Each such Purchase Order shall reference this agreement and shall be governed by the terms of this agreement. The Contractor shall have the right to decline any Purchase Order. However, if the Contractor agrees to perform the specified work for the stated price, then the Parties shall each sign, date, and exchange copies of said Purchase Order. The District shall issue Purchase Orders at its sole discretion and shall have no obligation to issue Purchase Orders to the Contractor. In the event of any inconsistency between the provisions of this Agreement and a related Purchase Order, the provisions contained within this Agreement shall control.

2. **Term.** The term of this Agreement shall commence on March 1, 2024 and expire on December 31, 2024. The Parties may mutually agree to extend the term of this Agreement in writing.

3. **Early Termination.**

(a) Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties.

(b) Notwithstanding the time periods contained herein, the Contractor may terminate this Agreement at any time without cause by providing written notice of termination to the District. Such notice shall be delivered at least sixty (60) days prior to the termination date, contained in said notice unless otherwise agreed to in writing by the Parties.

(c) In the event of any such early termination, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. The Contractor understands and agrees that such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible, so as to keep its total charges to the District for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension, except with prior written authorization by the District Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the District with written notice of termination. Upon the District's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any amounts in an appropriately issued Purchase Order signed by both Parties. The Contractor will endeavor to provide advance notice to the District about such actual costs if outside of normal operations, insomuch as practical. The District shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the District on a monthly basis, as specified in in **Exhibit B**.

6. Qualifications on Obligations to Pay. No partial payment made by the District shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the District in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The District will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the District has made payments to the Contractor.

7. District Representative. The District will designate, prior to commencement of work, its project representative (the “District Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers’ compensation benefits from the District for performance of the services described in this Agreement.

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the District, which may be granted or denied in District’s sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District’s local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor’s office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor’s office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor’s services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the District. The District’s approval of the Contractor’s services shall not diminish or release the Contractor’s duties or obligations hereunder, since the District is ultimately relying upon the Contractor’s skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of one (1) year following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the District’s attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate, and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The District, the District Representative, and the District's directors, officers, agents, and employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of one (1) year; and (ii) automobile liability policy.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the District, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the District and its directors, officers, agents, and employees. Any insurance maintained by the District and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the District that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the District is supplied with Certificates of Insurance, no payment under this Agreement will be made by the District. The Contractor will provide the District with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the District to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the District, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the District no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the District. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the District with Certificates of Insurance within the timeframe provided, the District may terminate or suspend this Agreement upon written notice to the Contractor.

14. Safety. The Contractor shall use appropriate safety equipment while performing the Scope of Services and adhere to US Occupational Health and Safety Administration (OSHA) regulations.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and safety requirements.

16. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, employees, agents, engineers/architects, District homeowners/residents and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the District for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the District does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount). The District is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Jefferson County.

22. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

24. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field

data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

25. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

26. Time is of the Essence. All times stated in this Agreement are of the essence.

27. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

28. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

29. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

30. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

31. Relationship of Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment, or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with a third party.

[Remainder of Page Intentionally Left Blank]

DISTRICT:

Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: Craig Weinberg
Title: Chairperson
Date: _____

CONTRACTOR:

Colorado Pond & Lake

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A

SCOPE OF SERVICES

A. Pond General Maintenance

- i. including: cleaning; compressor service; line maintenance; add/remove bubblers

B. Pond Special Maintenance

- i. Including: annual treatment schedule for algae; pumps; bubbler issues

C. Pond Equipment Maintenance/Replacement for Pond 5

EXHIBIT B
Compensation

1. The District will pay to the Contractor the annual amount of \$4,200 for the Scope of Services Items A and B. In addition, the District will pay to the Contractor a not to exceed fee of \$2,000 for Scope of Services Item C, Pond 5 Equipment Replacement.
 - i. The Contractor shall document charges to the District at the end of each month and submit an invoice prior to the 8th day of the following month.
 - ii. All payments shall be made in US Dollars. The District agrees to make payment by check or electronic funds transfer (ETF), as soon as practical after the next regular Board meeting, provided the stated work is completed satisfactorily, the invoice is received as specified above and the Board approves payment. Checks will be sent by mail to the Contractor address provided; and ETFs will be affected to the Contractor account number provided.
2. If the District extends the period of this Agreement, the Contractor may request an adjustment to compensation, subject to Board review and approval in its sole discretion. Any change to compensation shall be documented in writing as an amendment to this Agreement and signed by both Parties.
3. Purchase orders may be issued for large projects and/or for services outside of those indicated in **Exhibit A**.



SERVICES AGREEMENT FOR LANDSCAPING SERVICES

Agreement Reference Number: 2024.04.01 A

THIS SERVICES AGREEMENT FOR Landscaping Services (“Agreement”) is made and entered into as of April 1, 2024 by and between Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), whose mailing address is 14405 West Colfax Avenue, #165 Lakewood, Colorado 80401, and SaBell’s Snowplowing and Landscape Services (the “Contractor”), whose mailing address is 5555 W. Ohio Avenue, Lakewood, CO 80226. The District and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to landscaping services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control. The District may also issue one or more individual Purchase Orders (the “Purchase Order”) to the Contractor that specify the scope of services and compensation for said Purchase Order. Each such Purchase Order shall reference this agreement and shall be governed by the terms of this agreement. The Contractor shall have the right to decline any Purchase Order. However, if the Contractor agrees to perform the specified work for the stated price, then the Parties shall each sign, date, and exchange copies of said Purchase Order. The District shall issue Purchase Orders at its sole discretion and shall have no obligation to issue Purchase Orders to the Contractor. In the event of any inconsistency between the provisions of this Agreement and a related Purchase Order, the provisions contained within this Agreement shall control.

2. Term. The term of this Agreement shall commence on April 1, 2024 and expire on December 31, 2024. The Parties may mutually agree to extend the term of this Agreement in writing.

3. Early Termination.

(a) Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed to in writing by the Parties.

(b) Notwithstanding the time periods contained herein, the Contractor may terminate this Agreement at any time without cause by providing written notice of termination to the District. Such notice shall be delivered at least sixty (60) days prior to the termination date, contained in said notice unless otherwise agreed to in writing by the Parties.

(c) In the event of any such early termination, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. The Contractor understands and agrees that such payment shall be the Contractor's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible, so as to keep its total charges to the District for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension, except with prior written authorization by the District Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the District with written notice of termination. Upon the District's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any amounts in an appropriately issued Purchase Order signed by both Parties. The District will also reimburse the Contractor on a monthly basis for documented actual costs and pre-approved expenses incurred by the Contractor in the performance of services hereunder per the rate schedule attached as **Exhibit C** and incorporated herein by this reference. The Contractor will endeavor to provide advance notice to the District about such actual costs if outside of normal operations, insomuch as practical. The District shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the District on a monthly basis, as specified in in **Exhibit B**.

6. Qualifications on Obligations to Pay. No partial payment made by the District shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the District in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The District will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the District has made payments to the Contractor.

7. District Representative. The District will designate, prior to commencement of work, its project representative (the “District Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers’ compensation benefits from the District for performance of the services described in this Agreement.

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the District, which may be granted or denied in District’s sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District’s local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor’s office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor’s office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor’s services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the District. The District’s approval of the Contractor’s services shall not diminish or release the Contractor’s duties or obligations hereunder, since the District is ultimately relying upon the Contractor’s skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of one (1) year following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the District’s attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate, and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The District, the District Representative, and the District's directors, officers, agents, and employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of one (1) year; and (ii) automobile liability policy.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the District, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the District and its directors, officers, agents, and employees. Any insurance maintained by the District and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the District that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the District is supplied with Certificates of Insurance, no payment under this Agreement will be made by the District. The Contractor will provide the District with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the District to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the District, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the District no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the District. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the District with Certificates of Insurance within the timeframe provided, the District may terminate or suspend this Agreement upon written notice to the Contractor.

14. Safety. The Contractor shall use appropriate safety equipment while performing the Scope of Services and adhere to US Occupational Health and Safety Administration (OSHA) regulations.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and safety requirements.

16. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney's fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, employees, agents, engineers/architects, District homeowners/residents and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the District for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the District does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount). The District is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the District or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Jefferson County.

22. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

24. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field

data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

25. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

26. Time is of the Essence. All times stated in this Agreement are of the essence.

27. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

28. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

29. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

30. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

31. Relationship of Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment, or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with a third party.

[Remainder of Page Intentionally Left Blank]

DISTRICT:

Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: Craig Weinberg
Title: Chairperson
Date: _____

CONTRACTOR:

SaBell's Snowplowing and Landscape Services

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A

SCOPE OF SERVICES

A. TURF MAINTENANCE

1. Mowing

- a. Contractor will mow all turf areas weekly during the growing season, with a maximum of 28 mowing's. Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf. Frequency of mowing during these times is at the discretion of Contractor.
- b. Mowing of native grass areas along the edges of all paved roadways according to map and keeping the native plants along these edges mowed back 30 to 36 inches and to the height between 3 and 6 inches tall as specified on map.

Week One: Forest Hills Drive, Hill & Dale Road, Springflower Drive, Sleepy Hallow Road, Elk Park Drive, Red Hawk Lane, Common Drive off Springflower, Common Drive near Red Hawk.

Week Two: Anasazi Way, Kachina Circle, Nakota Drive, Chippewa Lane, Panoramic View, Summerwood Drive, Common Drive off Anasazi near Kachina Circle, Common Drive off Anasazi near Chippewa.

Week Three: Eastwood Drive, Willobé Way, Common Drive off Willobé, Common Drive off Eastwood near Front Gate.

Week Four: Mt. Rose Way, Castle Ridge Road, TreeTop Lane, Star Ridge Road, Solitude Lane, Whispering Woods Lane, Common Drive off Treetop near Star Ridge.

- c. Native grass areas along park pathways (pond to Springflower, pond to Eastwood, and perimeter around pond path) shall be mowed back 30 to 36 inches and to the height between 3 and 6 inches tall at least monthly and if needed more frequently, with notice to the District Manager.
- d. Native grass areas are not specified in this contract will be considered field mowing.
- e. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
- f. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit mulching of clippings were possible and present a neat appearance.
- g. Grass catchers will be used only if there is a specific need and will be used at the discretion of Contractor. Excessive clippings will be removed from turf.

2. Trimming

- a. All turf areas inaccessible to mowing equipment will be trimmed as needed to maintain a neat appearance.

- b. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, etc. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.

3. Edging

- a. Edging of walks, drives, swimming pools, deck, etc. will be done as needed per season.
- b. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
- c. Excessive debris, resulting from edging, shall be collected and removed.

4. Debris Removal

- a. All landscaped areas, drives and parking lots will be policed weekly in conjunction with mowing operations for loose trash and other debris from April to November.
- b. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc. will be provided upon request of Contracting Officer and will be billed at T&M rate.

5. Turf Weed Control

- a. Regular removal of weeds from turf area, using either chemical or manual means to provide an essentially weed free turf, using either chemical or manual means.
- b. Contractor will apply 2 pre-emergent weed control with the first fertilizer application in the spring.
- c. Contractor will apply spot post-emergent spray applications to any additional broadleaf weeds in the turf if necessary up to 28 times.
- d. If thistle is detected, it will be treated immediately in accordance with State regulation. Contractor will spot check areas around all ponds and service road for thistles and treat as needed. This service will be performed and billed at T&M rates.

6. Turf Fertilization/ Soil Treatment

- a. Contractor will fertilize sodded area 2 times per season. Contractor reserves the right to determine how applications are applied.
- b. Contractor will use a professional-grade fertilizer specially formulated by AMERICAN PRIDE CO-OP, to meet the specific needs of the turf during various seasons.
- c. In the event iron is used in the fertilization formulation, care will be taken to clean the fertilizer off all walks, patios, decks, drives, etc. to minimize the possibility of iron stains. However, even with the utmost care some staining may occur.
- d. Contractor may recommend specific treatments to promote turf health, such as insecticides, pre-emergent, soil penetrate, etc. to be billed at the rate of T&M.

B. LANDSCAPE PLANT MAINTENANCE

1. Bed Care

- a. All bed areas will be inspected at the beginning of the season to check for mulch conditions. If additional materials are required the Contracting Officer will be notified.
- b. One pre-emergent application of Treflan for rock beds areas, mulch beds, and trails will be performed in March or April.

*Recommend Second application (1) additional application of Treflan \$350.00
Int. _____

- c. All weeds in bed and paved areas will be sprayed (post-emergent spot spray) as needed during the season up to 28 times. Removal of grasses and weeds growing directly in shrubs and ground covers will be provided to ensure a weed free landscape.

2. Tree and Shrub Care

- a. Contractor will monitor on a regular basis the health of all plant conditions and make necessary recommendations to the Contracting Officer.
- b. All ornamental trees and shrubs, both deciduous and evergreen, will receive minor pruning 2 times per year. ("Minor Pruning" is the pruning range of 0'-8' of height) Requests for additional pruning other than the hours included herein shall be considered a contract extra.
- c. All ornamental trees and shrubs, both deciduous and evergreen, can be sprayed for insect control (including Ash borer, IPS beetle, aphid, and mites) upon request a bid can be submitted.
- d. Winter watering can be performed if necessary at T&M rates.
- e. Thorough major pruning of all trees and shrubs to maintain their shape, remove dead or diseased branches, reduce foliage density or crossing branches, and to improve the beauty and health of the plant through selective removal of branches is not included in this contract, this service can be provided and an estimate will be given upon request of Contracting Officer.

C. IRRIGATION CONTROL AND MAINTENANCE

1. Activation

- a. Contractor shall activate the irrigation system on or before May 15th, depending on weather conditions.
- b. Visual checks for dry and wet spots will be completed weekly up to 28 times.
- d. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. Contracting Officer will be kept informed of repair work being performed.

2. Regular Maintenance

- a. After the system is activated and operating, Contractor is responsible for monitoring the system by servicing dry or wet areas on a bi-monthly basis.

- b. Sprinkler service will be billed as performed on a T&M basis at \$80.00 per hour plus parts for repairs not covered by warranty. Parts will be billed out at list price plus 20%. Labor Helper billed at \$35.00 per hour.
- c. Contractor will assume responsibility and cost of repairing any damage to sprinkler system caused by Contractor negligence.
- e. Contractor shall keep water conservation in mind when maintaining and monitoring the sprinkler system. During extended cold or rainy periods, the irrigation controllers will be turned off. However, occasional rainstorms will not constitute adequate reason for turning off the controllers. Any adjustment to the timing of the controllers will be done at T&M rate. Contractor will be compelled to comply with all water restrictions in place but will apply for variances or permits available on behalf of the Contracting Officer. Fees for permits will be billed.
- f. The Landscape Contractor will be informed if other parties have access to irrigation controllers. If the controllers are adjusted or turned off by parties other than the Contractor's employees, Contractor must be notified to avoid possible damage to the landscape.
- g. Contractor shall not be held liable for any damages caused by malfunctions of the irrigations system, including, but no limited to: stuck valves, flooded basements, missing heads, broken lines, etc.
- h. Contractor shall not be held liable for damages to sprinkler heads that are improperly installed above grade and constitute a mowing hazard.

D. GENERAL MAINTENANCE

- 1. Aeration (1) treatment of sod during the spring.
 - a. Second Aeration (1) additional treatment of sod \$400.00 Int. _____
- 2. Major spring clean-up of entire site will be completed by May 15.
- 3. Major fall clean-up of entire site will be completed in October and November.

EXHIBIT B
Compensation

1. The District will pay to the Contractor the amount of \$2,550.00 per month during the term of the Agreement.
 - i. The Contractor shall document charges to the District at the end of each month and submit an invoice prior to the 8th day of the following month.
 - ii. All payments shall be made in US Dollars. The District agrees to make payment by check or electronic funds transfer (ETF), as soon as practical after the next regular Board meeting, provided the stated work is completed satisfactorily, the invoice is received as specified above and the Board approves payment. Checks will be sent by mail to the Contractor address provided; and ETFs will be affected to the Contractor account number provided.
2. If the District extends the period of this Agreement, the Contractor may request an adjustment to compensation, subject to Board review and approval in its sole discretion. Any change to compensation shall be documented in writing as an amendment to this Agreement and signed by both Parties.
3. Purchase orders may be issued for large projects and/or for services outside of those indicated in **Exhibit A**.



EXHIBIT C

Rate Schedule for Additional Services and Reimbursable Expenses

- A. Winterization of Sprinklers – Blowout Fall 2024 \$80.00
- B. Field Mowing - \$175.00 per hour with one way travel
- C. For any extra work not already outlined, work will be completed at T&M rates.

Superintendent Rate: \$70.00/hour

Sprinkler Tech Rate: \$85.00/hour

Foreman: \$60.00/hour

Labor: \$35.00/hour

Materials: As required at list price plus 20%

Equipment: Any specialized equipment to be billed at standard company charge rates.



Purchase Order for Professional Services

Purchase Order Date: March 1, 2024
District Contracting Party: Craig Weinberg, Chairperson
Contractor Name: Diversified Underground Inc.
Contract Number: 2023.02.15 A
Purchase Order Number: 2024.03.01 A

Terms: This purchase order (“PO”) is issued by Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”) to Diversified Underground Inc. (“Contractor”) collectively referred to as “Parties”.

Description of Work to Be Performed: Contractor will perform the following services:

- 1. Locate and mark curb stops, update spreadsheet data and provide information to the District.

Compensation for Work to Be Performed: Contractor will be compensated for the sum of \$6,250.00 for 2024 (\$125/locate).

Other Terms and Conditions: None

Signatures:

FOREST HILLS METROPOLITAN DISTRICT

By: _____ 03/01/2024 _____
Craig Weinberg, Chairperson Date

Diversified Underground Inc.

By: _____ _____
Signature Date

Printed name, title



ARAPAHOE

ROOFING & SHEET METAL, INC.

1501 South Arthur Avenue
Louisville, CO 80027
Ph. (303) 466-7386 Fax (303) 466-7385
www.arapahoeroofing.com

January 31, 2024

Forest Hills Metropolitan District
14405 W Colfax Ave. #165
Lakewood, Colorado 80401

Project Regarding: 22933 Forest Hills Dr.

Dear Ronda:

Arapahoe Roofing and Sheet Metal, Inc. have examined the existing roof system for **the above project** and propose the following options for your review and consideration:

Steep Roof System: \$95,332.00

- Remove the existing roof system down to the original roof deck per local building codes.
- Install 6" ridged roof insulation R-31 per local building codes.
- Install a new ½ OSB plywood deck over the roof insulation per local building codes.
- Install Ice and water shield over the existing roof deck per local building codes.
- Install new wood studs to support the new roof decking where the existing skylight is to be removed.
- Install new 24-gauge pre-painted roof related flashings per local building codes.
- Install a new 50-year asphalt shingle roof system by per local building codes and manufacture specifications.

Gutter system: \$3,264.00

- Install new 6" pre-painted seamless O.G style gutters per local building codes.
- Install 5 new 2" x 3" pre-painted downspouts per local building codes.

The following items are included in this proposal:

1. Removal of all trash and debris created by our work.
2. All material required to do a complete job.
3. All labor to perform the work done by Arapahoe Roofing employees only. (No subcontractors).
4. All necessary building permits and inspections.
5. All necessary **licenses, taxes, and insurance.**
6. Arapahoe Roofing two-year warranty on materials and workmanship.
7. Manufacture warranty if one is provided.
8. Price based on a standard AIA 401 subcontract, or an agreed upon contract between owner, and Arapahoe Roofing
9. This Price is good for 30 days.

I wish to schedule the above work and agree to the attached terms and conditions. (Standard AIA-401 Sub Contract is not required for this project)

ACCEPTED: _____

DATE: _____

Mark Bellitt: President

E-mail: mark@arapahoeroofing.com (mb: 303-472-5385)



Wiss, Janney, Elstner Associates, Inc.
3609 South Wadsworth Boulevard, Suite 400
Lakewood, Colorado 80235
303.914.4300 tel
www.wje.com

February 15, 2024

Ronda Zivalich
District Manager
Forest Hills Metropolitan District
14405 West Colfax Avenue #165
Lakewood, Colorado 80401

Forest Hills Waste Treatment Plant – Structural Assessment

WJE No. 2024.0568

Dear Ms. Zivalich:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this proposal to perform a limited engineering assessment of the Forest Hills Metropolitan District Waste Treatment Plant structure located at 22933 Forest Hills Drive in Golden, Colorado.

BACKGROUND

The subject building, which was reportedly constructed circa 1983-84, processes domestic wastewater from the Forest Hills Metropolitan District (FHMD). The Waste Treatment Plant (WTP) structure consists of concrete masonry unit (CMU) exterior walls supported on strip footings and open-web steel joist roof framing sheathed with metal deck and supported by wide-flange beams and square tubular steel columns. The roof also features a central insulated sandwich panel skylight that is supported by interior tube steel rafters and perimeter hot-rolled channels with associated knee walls framed with cold-formed steel studs and sheathed with plywood. Provided reference drawings from the original construction, titled "Forest Hills Plant for Riva Chase," by Brooks Waldman Associates are dated June 15, 1982.

WJE met with you and FHMD WTP staff on January 22, 2024 to review several areas of concern, including structural distress to the CMU walls around the garage door and corrosion of the roof and column framing within the treatment room. Reportedly, the ventilation system in this room has been inoperative or else ineffective, resulting in widespread corrosion of the exposed steel components, equipment, and structure. This proposal is for WJE to investigate the severity and extents of the structural distress and to provide recommendations for repair and/or remediation.

SCOPE OF SERVICES

Based on our experience with similar projects, we propose that our services be scoped and budgeted based on a phased approach. A detailed description of each phase, and the tasks proposed in each, is provided below.

Phase 1 – Engineering Assessment

To evaluate the current condition of the WTP structure and issue recommendations for repair and/or remediation, WJE proposes to complete the following services:

1. Review the original construction drawings to understand the configuration and detailing of the structural components and systems.
2. Conduct a visual assessment of the CMU walls and the structural steel framing to document the severity and extent of the structural distress.
3. Perform an elevation survey and measure wall plumbness in the area of the garage door to document the relative movements associated with the CMU wall cracking.
4. At selected locations, utilize an ultrasonic (UT) thickness gauge or calipers to evaluate the section loss from corrosion.
5. Document the location, severity, and extent of corrosion, section loss, and other conditions observed during the field assessment on field sheets and with photographs.
6. If necessary, analyze representative structural components to evaluate the loss of strength from corrosion.
7. Develop recommendations to address the documented structural distress and to protect the structure from future damage.
8. Prepare a written letter report signed and sealed by a Professional Engineer licensed in the State of Colorado, which will summarize our assessment findings, conclusions, and conceptual recommendations for repairs. The purpose of this letter will be to allow the FHMD to select the repairs that best fit your budgetary constraints and long-term goals for the property. At this stage, our recommendations will be schematic in nature, and will not be suitable for obtaining permits or performing construction work. Following issuance of our report, WJE will be available to discuss our findings with you via video conference.

As part of our field assessment, WJE will need to remove certain materials and finishes to assess the condition of the structure. This is anticipated to include limited grinding to remove corrosion product for assessment of section loss, and removal of localized portions of the interior plywood sheathing to expose conditions within the knee walls of the skylight. WJE will not repair or replace materials removed during the assessment; therefore, any temporary or permanent repairs will be the responsibility of FHMD staff or the contractor hired by FHMD to perform the repair work.

Phase 2 - Production of Construction Documents and Bid Phase Assistance

Based on the recommendations and options contained within our assessment report, and the repair approach that you ultimately elect to undertake, WJE can develop construction documents for the repairs, and assist you with identifying one or more qualified repair contractors to provide competitive bids.

Phase 3 - Construction Period Services

During implementation of our designed repairs, we anticipate performing construction period services in an effort to evaluate the contractor's progress, to determine if the work is in general accordance with our repair documents, and to help address unforeseen conditions uncovered during the course of the work.

FEES, TERMS, AND CONDITIONS

The scope of services for Phase 01 is well-defined at this point in time. We propose to perform these services for a lump sum fee of \$9,500 in accordance with our Terms and Conditions for Professional Services, which are attached for your review. Preparation of construction documents, and the fees associated with the Phase 02 services, are dependent on the extent and severity of the conditions observed as a part of our Phase 01 assessment, and the scope of work that you ultimately elect to undertake. At the completion of Phase 01, we can provide you with a proposal for Phase 02, which will include an updated budget. Similarly, the services for Phase 03 will be highly dependent on the contractor selected to perform the work and the duration of the construction. Therefore, upon completion of Phase 02 and the selection of a contractor, we can provide a fee estimate for our Phase 03 services, which will be performed on a time and expense basis.

CLOSING

We appreciate this opportunity to be of service. Please do not hesitate to contact us if you have any questions or would like to discuss this proposal further.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Dale Statler, PE
Senior Associate and Project Manager

Agreed and Approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____



Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged



existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Case Type: Administrative Exception

Case Number: 23-136951AE

Where: 22304 Anasazi Way

Case Manager: Mercedes Martinez, 303-271-8742, mmartine@jeffco.us

Purpose: Administrative Exception to legalize a 9.5-foot side setback to the east, where 10 feet are required for a house addition, and to legalize a 20.5-foot distance separation between structures to the east, when 25 feet are required in a PD zone district.

This process does not include a public hearing, however, any comments provided will be evaluated as a part of the administrative decision making process. Comments on this request must be provided to the case manager (listed above).

Documents for this case can be accessed through the Planning & Zoning Website.
<http://jeffco.us/planning-and-zoning/active-cases/>
through the QR code on this card, or by contacting the case manager.



A new, safe parking area and well defined paths should be added to lead visitors to the restroom facility and the playground.

Expanded patio areas around existing shelter, with new BBQ grills.

Turf field with new soil amendments, new sod, and new irrigation.

Plantings will help keep balls from rolling down towards p.r. rd.

Boulder retaining walls allow flat turf field to be expanded to the east.

4) upgrade to accommodate older children
 3) install exercise stations on edge of level space



This area is currently being used as parking. The area should be clearly defined as a parking area, adding a much needed safe parking areas for the park.

Improvements on this edge should be limited, with only drip irrigation and limited grade changes so as not to impact existing dam.

2) move swing set to create more level space

PARK / POND 6 AREA
 CONCEPT

Forest Hills Metropolitan District
Expense Detail
As of January 31, 2024

January 2024							
Paid at February 2024 Board Meeting	Bank Debits	Credit Card Exp.	Treasurer Fees	Amortized Prepaid Exp	Bank Srvc Chrg	TOTAL EXPENSES	
Accounts Payable as of 1/31/24 - to be paid at February 2024 Board mtg - via ACH/check							
American Conservation & Billing Solutions	592.50					\$ 592.50	
Anna Castro	105.00					105.00	
Bear Creek Watershed Association	4,779.00					4,779.00	
BSC Signs	11,357.89					11,357.89	
Collins Cole Flynn Winn & Ulmer, PLLC	4,312.50					4,312.50	
Colorado Pond and Lake, LLC	1,961.10					1,961.10	
Diversified Underground	20.00					20.00	
Element Engineering LLC	13,750.00					13,750.00	
Hamre, Rodriguez, Ostrander & Prescott, PC	1,095.00					1,095.00	
Jim Noble, Inc.	7,500.00					7,500.00	
MAPS, Inc.	3,182.70					3,182.70	
NMHolder Financial, Inc.	1,854.00					1,854.00	
ORC Water Professionals, Inc.	10,243.95					10,243.95	
Power Systems West	1.30					1.30	
Precision Gates and Automation, Inc.	315.00					315.00	
RESPEC	375.00					375.00	
Special District Association of Colorado	647.08					647.08	
UNCC	6.45					6.45	
Univar USA Inc.	1,721.86					1,721.86	
Total Other Expenses paid during January 2024							
Vonage - 1/02/24		39.67				39.67	
Republic Services - 1/17/24		195.72				195.72	
Xcel Energy - 1/26/24		2,851.92				2,851.92	
Treasurer fees - paid to Jeffco - general fund			-			-	
Treasurer fees - paid to Jeffco - debt service fund			-			-	
Post Office Box - Prepaid - amortize monthly expense				31.00		31.00	
Dues Expense (SDA) - paid at beginning of year - General Fund			-	53.92		53.92	
Insurance Expense - paid at beginning of year - General Fund				629.54		629.54	
Insurance Expense - paid at beginning of year - Water/Sewer Fund				592.50		592.50	
Antx 3 year subscription - paid in full				60.00		60.00	
ORC - February 2024 expense	(1,586.88)					(1,586.88)	
1st Bank Service Charge					30.00	30.00	
Credit card expenses - to be paid 02/2/24	-	201.70				201.70	
Total Expenses per January 2024 Accounts Payable and Bank Statement	\$ 62,233.45	\$ 3,087.31	\$ 201.70	\$ -	\$ 1,366.96	\$ 30.00	\$ 66,919.42
Expenses per January 2024 Unaudited Financial Statements:							
General Fund						\$ 28,723.47	
Capital Projects Fund						2,925.00	
Water/Sewer Fund						35,270.95	
Debt Service Fund						-	
Total Expenses per Unaudited Financial Statements						\$ 66,919.42	



FOREST HLLS MTR0 DST
Account Number: XXXX XXXX XXXX 1845

Billing Questions:
303-237-5000
1-800-964-3444

Website:
efirstbank.com

Send Billing Inquiries To:
FirstBank, P.O. Box 150427, Lakewood, CO 80215

FIRSTBANK CREDIT CARD CENTER Credit Card Account Statement
December 8, 2023 to January 7, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$93.90
- Payments	\$93.90
- Other Credits	\$0.00
+ Purchases	\$455.80
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$455.80

PAYMENT INFORMATION

New Balance:	\$455.80
Minimum Payment Due:	\$20.00
Payment Due Date:	February 1, 2024

Account Number XXXX XXXX XXXX 1845
Credit Limit \$3,000.00
Available Credit \$2,544.00
Statement Closing Date January 7, 2024
Days in Billing Cycle 31

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/01	01/01	F339000CH00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$93.90-
			TOTAL XXXXXXXXXXXXXXX1845	\$93.90-

Transactions continued on next page

NOTICE: SEE REVERSE SIDE OF PAGE 1 FOR IMPORTANT ACCOUNT AND ANNUAL FEE INFORMATION

FIRSTBANK CREDIT CARD CENTER
PO BOX 150427
LAKEWOOD CO 80215-0427



Account Number: XXXX XXXX XXXX 1845
New Balance: \$455.80
Minimum Payment Due: \$20.00
Payment Due Date: February 1, 2024

Please use enclosed envelope to remit payment.

Amount Enclosed: \$

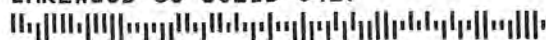
Indicate name or address change on reverse side and check here.

Please return this portion of the statement with payment.

Make Check Payable to:

FIRSTBANK
PO BOX 150427
LAKEWOOD CO 80215-0427

FOREST HLLS MTR0 DST 561
14405 W COLFAX #165
GOLDEN CO 80401





FOREST HLLS MTRO DST
 Account Number: XXXX XXXX XXXX 1845

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
12/12	12/13	2469216AS35T1MGPE	SQ *PIPELINE INSPECTION S Denver CO MCC: 1520 MERCHANT ZIP: 80204	\$200.00
12/25	12/26	2405523B76151VNN4	DKS IM SERVER 310-645-0023 CA MCC: 5072 MERCHANT ZIP: 90301	\$83.90
01/05	01/07	2401134QM001V3Q8L	ZOOM.US 888-799-9666 WWW.ZOOM.US CA MCC: 4814 MERCHANT ZIP: 95113 RONDA ZIVALICH	\$171.90
TOTAL XXXXXXXXXXXXX4851				\$455.80

REWARDS SUMMARY

PREVIOUS FIRSTCASH BALANCE	=	\$21.79
DOLLARS EARNED THIS STATEMENT	+	\$4.56
DOLLARS ISSUED THIS STATEMENT	-	\$0.00
DOLLARS FORFEITED THIS STATEMENT	-	\$0.00
ENDING FIRSTCASH BALANCE	=	\$26.35

\$0-\$455.80 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 02/01/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS AND CREDITS POSTED ON OR BEFORE THIS DATE.

TOTAL *FINANCE CHARGE* PAID IN 2023 \$0.00

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	20.40% (v)	\$0.00	31	\$0.00
Cash Advances	21.00% (v)	\$0.00	31	\$0.00

(v) - variable

Interest Charge adjustments are not in this amount, but will appear in the body of the statement



RONDA ZIVALICH

Account Number: XXXX XXXX XXXX 4851

Billing Questions:

303-237-5000
1-800-964-3444

Website:

efirstbank.com

Send Billing Inquiries To:

FirstBank, P.O. Box 150427, Lakewood, CO 80215

**FIRSTBANK CREDIT CARD CENTER Credit Card Account Statement
January 7, 2024**

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$0.00
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$0.00

Account Number XXXX XXXX XXXX 4851
 Credit Limit \$6,000.00
 Available Credit \$5,829.00
 Statement Closing Date January 7, 2024
 Days in Billing Cycle 0

PAYMENT INFORMATION

New Balance: \$0.00
 Minimum Payment Due: \$0.00
 Payment Due Date: February 1, 2024

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
12/12	12/13	2469216AS35T1MGPE	SQ *PIPELINE INSPECTION SDenver CO MCC: 1520 MERCHANT ZIP: 80204	\$200.00
12/25	12/26	2405523B76151VNN4	DKS IM SERVER 310-645-0023 CA MCC: 5072 MERCHANT ZIP: 90301	\$83.90
01/05	01/07	2401134QM001V3Q8L	ZOOM.US 888-799-9666 WWW.ZOOM.US CA MCC: 4814 MERCHANT ZIP: 95113	\$171.90
01/07	01/07	000000000000COMPC	TOTAL PURCHASES \$455.80 TOTAL \$455.80	

NOTICE: SEE REVERSE SIDE OF PAGE 1 FOR IMPORTANT ACCOUNT AND ANNUAL FEE INFORMATION

FIRSTBANK CREDIT CARD CENTER
 PO BOX 150427
 LAKEWOOD CO 80215-0427



Account Number: XXXX XXXX XXXX 4851
 New Balance: \$0.00
 Minimum Payment Due: \$0.00
 Payment Due Date: February 1, 2024

Please use enclosed envelope to remit payment.

Amount Enclosed: \$

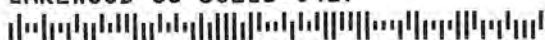
Indicate name or address change on reverse side and check here.

Please return this portion of the statement with payment.

Make Check Payable to:

FIRSTBANK
 PO BOX 150427
 LAKEWOOD CO 80215-0427

RONDA ZIVALICH 562
 FOREST HLLS MTRO DST
 14405 W COLFAX #165
 GOLDEN CO 80401



⑆03390 2000⑆ ⑆806844851⑆



RONDA ZIVALICH

Account Number: XXXX XXXX XXXX 4851

TOTAL *FINANCE CHARGE* PAID IN 2023 \$0.00

INTEREST CHARGE CALCULATION

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	20.40% (v)	\$0.00	0	\$0.00
Cash Advances	21.00% (v)	\$0.00	0	\$0.00

(v) - variable

Interest Charge adjustments are not in this amount, but will appear in the body of the statement



FOREST HLLS MTRO DST
 Account Number: XXXX XXXX XXXX 1845

Billing Questions:

303-237-5000
 1-800-964-3444

Website:

efirstbank.com

Send Billing Inquiries To:

FirstBank, P.O. Box 150427, Lakewood, CO 80215

FIRSTBANK CREDIT CARD CENTER Credit Card Account Statement
 January 8, 2024 to February 5, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$455.80
- Payments	\$455.80
- Other Credits	\$0.00
+ Purchases	\$83.90
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$83.90

Account Number XXXX XXXX XXXX 1845
 Credit Limit \$3,000.00
 Available Credit \$2,916.00
 Statement Closing Date February 5, 2024
 Days in Billing Cycle 29

PAYMENT INFORMATION

New Balance: \$83.90
 Minimum Payment Due: \$20.00
 Payment Due Date: **March 1, 2024**

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/01	02/01	F339000DG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$455.80-
			TOTAL XXXXXXXXXXXXX1845	\$455.80-
01/25	01/26	2405523D9615107RD	DKS IM SERVER 310-645-0023 CA MCC: 5072 MERCHANT ZIP: 90301 RONDA ZIVALICH	\$83.90
			TOTAL XXXXXXXXXXXXX4851	\$83.90

NOTICE: SEE REVERSE SIDE OF PAGE 1 FOR IMPORTANT ACCOUNT AND ANNUAL FEE INFORMATION

FIRSTBANK CREDIT CARD CENTER
 PO BOX 150427
 LAKEWOOD CO 80215-0427



Account Number: XXXX XXXX XXXX 1845
 New Balance: \$83.90
 Minimum Payment Due: \$20.00
 Payment Due Date: **March 1, 2024**

Please use enclosed envelope to remit payment.

Amount Enclosed: \$

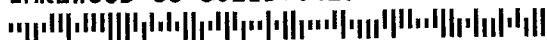
Indicate name or address change on reverse side and check here.

Please return this portion of the statement with payment.

Make Check Payable to:

FIRSTBANK
 PO BOX 150427
 LAKEWOOD CO 80215-0427

FOREST HLLS MTRO DST 535
 14405 W COLFAX #165
 GOLDEN CO 80401



⑆033902000⑆ ⑆800021845⑆



FOREST HLLS MTRO DST
 Account Number: XXXX XXXX XXXX 1845

REWARDS SUMMARY

PREVIOUS FIRSTCASH BALANCE	=	\$26.35
DOLLARS EARNED THIS STATEMENT	+	\$0.84
DOLLARS ISSUED THIS STATEMENT	-	\$0.00
DOLLARS FORFEITED THIS STATEMENT	-	\$0.00
ENDING FIRSTCASH BALANCE	=	\$27.19

\$0-\$83.90 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 03/01/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS AND CREDITS POSTED ON OR BEFORE THIS DATE.

TOTAL *FINANCE CHARGE* PAID IN 2023 \$0.00

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	20.40% (v)	\$0.00	29	\$0.00
Cash Advances	21.00% (v)	\$0.00	29	\$0.00

(v) - variable

Interest Charge adjustments are not in this amount, but will appear in the body of the statement



RONDA ZIVALICH
Account Number: XXXX XXXX XXXX 4851

Billing Questions:

303-237-5000
1-800-964-3444

Website:

efirstbank.com

Send Billing Inquiries To:

FirstBank, P.O. Box 150427, Lakewood, CO 80215

FIRSTBANK CREDIT CARD CENTER Credit Card Account Statement
February 5, 2024

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$0.00
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases	\$0.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$0.00

PAYMENT INFORMATION

New Balance:	\$0.00
Minimum Payment Due:	\$0.00
Payment Due Date:	March 1, 2024

Account Number: XXXX XXXX XXXX 4851
Credit Limit: \$6,000.00
Available Credit: \$6,000.00
Statement Closing Date: February 5, 2024
Days in Billing Cycle: 0

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
01/25	01/26	2405523D9615107RD	DKS IM SERVER 310-645-0023 CA MCC: 5072 MERCHANT ZIP: 90301	\$83.90
02/05	02/05	000000000000COMPC	TOTAL PURCHASES \$83.90 TOTAL \$83.90	

TOTAL *FINANCE CHARGE* PAID IN 2023 \$0.00

NOTICE: SEE REVERSE SIDE OF PAGE 1 FOR IMPORTANT ACCOUNT AND ANNUAL FEE INFORMATION

FIRSTBANK CREDIT CARD CENTER
PO BOX 150427
LAKEWOOD CO 80215-0427



Account Number: XXXX XXXX XXXX 4851
New Balance: \$0.00
Minimum Payment Due: \$0.00
Payment Due Date: March 1, 2024

Please use enclosed envelope to remit payment.

Amount Enclosed: \$

Indicate name or address change on reverse side and check here.

Please return this portion of the statement with payment.

Make Check Payable to:

FIRSTBANK
PO BOX 150427
LAKEWOOD CO 80215-0427

RONDA ZIVALICH 536
FOREST HLLS MTRO DST
14405 W COLFAX #165
GOLDEN CO 80401



⑆03390 2000⑆ ⑆806844851⑆



RONDA ZIVALICH

Account Number: XXXX XXXX XXXX 4851

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	20.40% (v)	\$0.00	0	\$0.00
Cash Advances	21.00% (v)	\$0.00	0	\$0.00

(v) - variable

Interest Charge adjustments are not in this amount, but will appear in the body of the statement



PO Box 51356
 Colo Spgs, CO 80949

Invoice Number:16279

Invoice Date:Jan 20, 2024

877-410-0167 x 1985 Voice
 719-599-4057 FAX

Sold To:

Ship To:

Forest Hills Metropol District
 14405 W Colfax Ave #165
 Lakewood, CO 80401

Customer ID	Purchase Order	Payment Terms	Sales Rep	Page
FOREHI		Net 30 Days		1

Quantity	Item	Description	Unit Price	Extension
150.00		Billing - Metered 11/29 - 12/28/ 2023 Inserts Status Letters	3.95	592.50

		Sales Tax	
		Total Invoice Amount	\$592.50
Check No:		Amount Received With Invoice	0.00
		Total	\$592.50

ANA CASTRO
CLEANING SERVICES

INVOICE

7480 Wilson Court
Westminster, CO 80030
720-495-9082

DATE: January 4, 2024
INVOICE #
FOR: PO #2023.01.11 A

Bill To:
Forest Hills Metropolitan District
Attn: Accounting
14405 W. Colfax Ave., #165
Lakewood, CO 80401
303-495-2330

DESCRIPTION		AMOUNT
Cleaning of Park Restroom - Date Cleaned:02/01/2024	\$	60.00
Cleaning of Gatehouse - Date Cleaned:02/01/2024	\$	45.00

TOTAL \$ 105.00

Make all checks payable to ANA CASTRO

Please call if you have any questions.

THANK YOU FOR YOUR BUSINESS!

2024 BCWA Cost Share Invoice

January 18, 2024

Russell N. Clayshulte, Manager
Bear Creek Watershed Association
1529 South Telluride St
Aurora, CO 80017-4333



RE: Your 2024 Cost Share Contribution for the Bear Creek Watershed Association

The *Bear Creek Watershed Association* Board set your 2024-member cost share as shown in the following Table under the column **Expected 2024 Cost Share**, which includes for participating members the Regulation 85 cost share for laboratory analyses of 2024 samples:

	Adopted 2024 Cost Share	Reg 85 Analyses	Expected 2024 Cost share
Point Sources			
Evergreen Metro	\$20,427.00	\$775.00	\$21,202.00
West Jeff County	\$11,209.00	\$775.00	\$11,984.00
Genesee	\$12,815.00		\$0.00
Kittredge	\$4,004.00	\$775.00	\$4,779.00
Morrison	\$4,576.00	\$775.00	\$5,351.00
Jefferson County Schools	\$4,004.00	\$1,550.00	\$5,554.00
Conifer Metro	\$4,004.00		\$0.00
Forest Hills Metro	\$4,004.00	\$775.00	\$4,779.00
Aspen Park Metro	\$2,288.00		\$2,288.00
Conifer Sanitation	\$2,288.00	\$775.00	\$3,063.00
Geneva Glen	\$2,288.00		\$2,288.00
Brookforest	\$2,288.00		\$0.00
Tiny Town	\$550.00		\$550.00
Totals	\$74,745.00	\$6,200.00	\$61,838.00
Nonpoint Sources			
Jefferson County	\$27,467.00		\$27,467.00
Clear Creek County	\$6,490.00		\$6,490.00
Park County	\$572.00		\$0.00
Lakewood	\$31,196.00		\$31,196.00
Morrison	\$0.00		\$0.00
Federal Lands	\$0.00		\$0.00
State of Colorado Lands	\$0.00		\$0.00
City & County Denver	\$4,488.00		\$4,488.00
Denver Water	\$3,649.00		\$3,649.00
Totals	\$73,862.00	\$0.00	\$73,290.00
2024 Cost Share	\$148,607.00	\$6,200.00	\$135,128.00

The Association requests payment of your 2024 cost share by March 31, 2024. Checks should be made out to the *Bear Creek Watershed Association* and mailed directly to Russell Clayshulte, Bear Creek Watershed Association Manager, for deposit in the Association bank account.

Russell Clayshulte
Bear Creek Watershed Association Manager
1529 South Telluride Street
Aurora, Colorado 80017-4333

Your participation as a member of the *Association* shapes critical watershed management decisions that directly affect and benefit your organization. By paying this invoice, you remain a valuable member of the *Association*.

The *Association* is your water quality agency for the Bear Creek Watershed, which is in Jefferson County and Clear Creek County with some extension into Park County. The Association is also the state designated Management Agency for wastewater permitting with a requirement to accept/approve site applications. Cost share members are supported on site application and permitting processes. Your support maintains a locally driven watershed management system. The Association maintains an administrative and water quality monitoring and implementation program consistent with the State of Colorado Bear Creek Control Regulation. This State Regulation defines eligible members of the Association and recommends reporting and monitoring programs. The Association collectively meets these state regulatory obligations.

The *Association* maintains an extensive electronic watershed plan. Bear Creek Reservoir is listed as impaired for chlorophyll and total phosphorus. There are also water quality impairments related to water temperatures and the health of aquatic bugs along portions of Bear Creek. The Association implements many management and monitoring programs identified by the Water Quality Control Division and Commission. The *Association* faces many significant emerging ongoing water-quality monitoring, regulatory and management issues from 2024-2027, including significant new water quality regulatory and monitoring efforts driven by the Regulation #38, Regulation #85 and Regulation #93 listings. These regulations require monitoring data from selected wastewater treatment plants and in the watershed. Segments on the Colorado 303(d) impaired waters listings will require more specialized monitoring and possible fixes. There are more stringent nutrient criteria, downstream wasteload load allocations that impose greater limits on the watershed and citizen concerns about increasing pollution controls.

The State has completed modeling with a final report due in February 2024 for a new regulatory total maximum daily load for the watershed. This state effort will alter wastewater management and permits, along with stormwater and nonpoint source management, and potentially new septic system requirements. Proposed changes could be made by the WQCD in 2025, which include new wasteload allocations for the membership watershed dischargers. The state is recommending costly new reservoir management implementation projects and pollutant abatement programs.

The Association must remain actively involved throughout these regulatory and management processes. The Association also maintains educational efforts as described by regulation to better inform the citizens in the watershed about water quality, environmental stewardship and pollution source controls. Consequently, your cost share contributions assure the continuation of a critically important local watershed association.



7245 W. 116th Place
 Broomfield, CO
 80020
 303-464-0644

Invoice	
DATE	INVOICE #
1/30/2024	25094

BILL TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

SHIP TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

P.O. NO.	TERMS	REP	DUE DATE
	NET 7	DanM	2/6/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Design ID	Per BSC Signs Design - VERSION # 5 - Dated - 09.26.23	1	0.00	0.00
Permit Acquisition	Permitting Acquisition: BSC to obtain necessary permits needed to manufacture and install all proposed exterior products.	1	341.09	341.09
Permit Fees	Permit Fees: **Line item pricing will change** Any fees/charges from the city, county, or design reviews will be passed onto the customer (at cost) onto the final invoice. Sign permit fee-\$360.00, CC convenienc fee-\$9.00.	1	369.00	369.00

We appreciate your prompt payment.	Subtotal
	Sales Tax (0.0%)
	Total
	Payments/Credits
	Balance Due

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



7245 W. 116th Place
 Broomfield, CO
 80020
 303-464-0644

Invoice	
DATE	INVOICE #
1/30/2024	25094

BILL TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

SHIP TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

P.O. NO.	TERMS	REP	DUE DATE
	NET 7	DanM	2/6/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Custom Panel Sign	Sign 1: - Fabricate (1) Aluminum Sign panel 4' x 13' 6 . - Fabricate as Shoe box type. - 2 aluminum angle returns. - 1 1/2 aluminum angle back frame for mounting against marble. - Panel to be painted one satin finished color. - Panel to be mounted flush to existing marble fascia. *Pricing correction maybe required after accurate Tech Survey information is available.*	1	5,950.93	5,950.93
CUSTOM CHANNE...	Sign 1: - Fabricate (1) showing of 20 copy reading RIVA CHASE - Fabricate for NO illumination. - .125 aluminum faces. - .063 aluminum Returns. - Clear Polycarbonate backs. - Painted one color. - Mount flush to fabricated backer type panel.	1	4,103.98	4,103.98

We appreciate your prompt payment.

Subtotal
Sales Tax (0.0%)
Total
Payments/Credits
Balance Due

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



7245 W. 116th Place
 Broomfield, CO
 80020
 303-464-0644

Invoice	
DATE	INVOICE #
1/30/2024	25094

BILL TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

SHIP TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

P.O. NO.	TERMS	REP	DUE DATE
	NET 7	DanM	2/6/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Custom Panel Sign	Sign 2 & 3: - Fabricate (1) 4' x 6' x .125 aluminum S/F panel. - Fabricate the aluminum panel with 3 x 3 x 1/4 aluminum angle on top for securing to existing. - Panel is painted one color. - Copy Reading Riva Chase with border to be panted one color. * Price correction may be required after accurate Tech Survey information is availble.*	2	1,642.37	3,284.74

We appreciate your prompt payment.	Subtotal
	Sales Tax (0.0%)
	Total
	Payments/Credits
	Balance Due

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



7245 W. 116th Place
 Broomfield, CO
 80020
 303-464-0644

Invoice	
DATE	INVOICE #
1/30/2024	25094

BILL TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

SHIP TO
Riva Chase HOA 22234 Anasazi Way Golden, CO 80401

P.O. NO.	TERMS	REP	DUE DATE
	NET 7	DanM	2/6/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Custom Installation	Install: - Install new .125 aluminum sign panel with Non illuminated copy. - Overlay existing copy on marble wall. - Provide & Place (2) Solar floods for replacement of existing. - Remove & Dispose of (2) existing Entrance panels. - Install (2) new panels to existing structure on top of panels. - Tech Survey included. *Removal and install during normal daytime/weekday hours of BSC Signs. No OT, Nights, Weekends are included.* *Please note no repairing of or replacement of roofing or structure is included with pricing.* *Price correction maybe required after accurate Tech Survey information is available.*	1	8,296.49	8,296.49

We appreciate your prompt payment.

Subtotal
Sales Tax (0.0%)
Total
Payments/Credits
Balance Due

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

INVOICE

Collins Cole Flynn Winn & Ulmer, PLLC
165 S. Union Blvd, Suite 785
Lakewood, CO 80228

Invoice #: 5851
Date: 02-06-2024
Due On: 03-07-2024

Forest Hills Metropolitan District
14405 W. COLFAX AVENUE
SUITE 165
LAKEWOOD, CO 80401

Matter: FOREST HILLS METROPOLITAN DISTRICT-GENERAL-10011.001

Services

Date	TMKPR	Description	Quantity
01-02-24	CS	Emails regarding CORA request for information on water or wastewater treatment chemicals.	0.20
01-02-24	AU	Emails with CS and R. Zivalich regarding CORA request.	0.20
01-04-24	CS	Review files and budget matters; email to N. Holder regarding the same; review district information; work on updates to 2024 transparency notice; email to R. Zivalich and N. Holder; draft posting and meetings resolutions; additional email regarding the same.	0.80
01-05-24	IL	Draft letter terminating Agreement for Water and Wastewater Operations with ORC Water Professionals.	0.70
01-05-24	AU	Emails and text messages with R. Zivalich and IL regarding ORC termination notice and final contract revisions.	0.30
01-07-24	AU	Review R. Zivalich's revisions to Operator Contract.	0.20
01-08-24	AU	Review and revise termination notice for ORC; telephone calls and emails with R. Zivalich, IL and CS regarding Operator contract and Enterprise Resolution updates.	1.40
01-08-24	IL	Review correspondence with AU and R. Zivalich concerning termination of Wastewater Operations contract; revise accordingly.	0.60
01-08-24	CS	Review final budget documents; email to N. Holder regarding the same.	0.40

01-09-24	CS	Finalize 2024 Transparency Notice; file with the County Assessor, Treasurer, Board of County Commissioners, Clerk and Recorder, and Division of Local Government.	0.30
01-10-24	CS	Review email and budget packet to Jefferson County; email to N. Holder regarding certification filing; file 2024 budget packet with the Division of Local Government.	0.30
01-12-24	AU	Conference with BC and emails with IL regarding authority to impose assessments.	0.20
01-12-24	IL	Research and analysis of statutory authority for District to use an assessment for treatment plant upgrades.	0.20
01-15-24	AU	Review statutes regarding authority to impose assessments.	0.20
01-16-24	AU	Telephone call with R. Zivalich regarding revenue-raising options; conference with CS regarding assessments and capital improvement fees.	0.90
01-16-24	CS	Research regarding possible finance options for capital improvements, including fees, sub-districts or Special Improvement Districts; emails with AU; conference with AU; begin work on Amended and Restated Enterprise Resolution.	1.80
01-17-24	CS	Additional research regarding enterprise matters, budgets, and facilities renovation fees; work on amended and restated enterprise resolution matters; email to AU regarding findings, sample documents and draft resolution.	3.10
01-18-24	CS	Email and telephone call from R. Zivalich regarding transparency notice information and posting location.	0.20
01-19-24	AU	Review and revise Enterprise Resolution; emails with CS regarding same.	0.50
01-22-24	CS	Additional emails and work on restated and amended enterprise resolution.	0.50
01-23-24	CS	Research regarding water treatment plant property; email to AU regarding findings.	0.30
01-23-24	AU	Emails with R. Zivalich and CS regarding water treatment plant parcel. Review revised Enterprise Resolution; emails with CS regarding same.	0.40
01-24-24	AU	Emails with CS regarding Enterprise Resolution.	0.20
01-24-24	CS	Finalize and email to R. Zivalich regarding amended and restated enterprise resolution.	0.20

Services Subtotal: \$4,312.50

Subtotal	\$4,312.50
Total	\$4,312.50
Payment	\$0.00
Total Charges this Invoice	\$4,312.50

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$1,378.00	+	\$4,312.50	-	\$1,378.00	=	\$4,312.50

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Allison Ulmer	AU	4.50	415.00	\$1,867.50
Crystal Schott	CS	8.10	250.00	\$2,025.00
Isuri Lawson	IL	1.50	280.00	\$420.00

Total Client Balance \$4,312.50

Total Matter Balance \$4,312.50

Please make all amounts payable to: Collins Cole Flynn Winn & Ulmer, PLLC

Colorado Pond and Lake, LLC

11995 Evergreen Rd
Conifer, CO 80433
+1 7578975149
sales@copondandlake.com
www.copondandlake.com



INVOICE

BILL TO
Rhonda

INVOICE 1425
DATE 02/12/2024
TERMS Net 30
DUE DATE 03/13/2024

PRODUCT / SERVICE	PRODUCT / SERVICE	QTY	RATE	AMOUNT
Bottom Diffused Aeration -- (RA1-PM) [2024]	RobustAire -- System 1 (1) Diffuser Assembly (100') 3/8" Self Sinking Tubing (1) 1/4HP Compressor, 120 Volt (1) Post Mount Cabinet	1	1,959.00	1,959.00
Discount	Discount: 10% Given for Aeration System	1	-195.90	-195.90
Installation Labor Rate	Installation Labor Rate	1	100.00	100.00
Travel Cost (Zone 1)	Travel Cost (Zone 1), per mile	56	1.75	98.00

A 10% discount was given on the aeration system. The system is a gently used system from the Evergreen area. It had been ran for a total of 15 hours prior to the install at Forest Hills Metro District. The warranty on the compressor will end on 08/27/2024. There is a lifetime warranty on the aeration diffuser and cabinet and a 15 year warranty on the aeration tubing. Invoicing for this estimate will become due on 05/24/2024.

02/12/2024: Ronda requested the estimate be converted to an invoice earlier than 05/24/2024 so that payment may be made.

SUBTOTAL	1,961.10
TAX	0.00
TOTAL	1,961.10
BALANCE DUE	\$1,961.10

Pay invoice

Workers' Compensation Coverage Audit Invoice – 2023

District: Forest Hills Metropolitan District
14405 W Colfax Ave #165
Lakewood, CO 80401

Broker: NO BROKER

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
23WC-60129-0348		60129		1/1/2023		EOD 12/31/2023		1/9/2024	
Class Code	Description	No. of Employees		No. of Volunteers	2023 Rate	2023 Audit Employee Payroll	2023 Audit Volunteer Payroll	Audit Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.7540		\$6,000	\$45	

Manual Contribution:		\$45
Experience Modification:	×	1.00
Modified Contribution:	=	\$45
Contribution Volume Credit:	-	\$0
Designated Provider Discount:	-	\$0
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Minimum Contribution:	=	\$450
Direct Discount:	-	\$5
Estimated Annual Contribution:		= \$445
Pro Rata Factor:	×	1.00

Fees: +

Total Final Contribution:		\$445
Less Total Payments:	-	\$445
Balance Due:	=	\$0

Information only. No payment required

MINIMUM CONTRIBUTION APPLIES

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 23WC-60129-0348
Coverage Period: 1/1/2023 — EOD 12/31/2023

FEIN: 84-0829873
Entity ID: 60129

Named Member:
Forest Hills Metropolitan District
14405 W Colfax Ave #165
Lakewood, CO 80401

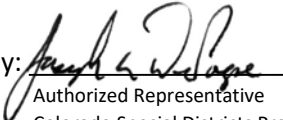
Broker of Record:
NO BROKER

Coverage is provided for only those coverages and classifications indicated below.

State: Colorado
Limits of Liability: Coverage A Workers' Compensation Statutory
Coverage B Employer's Liability \$2,000,000
Annual Contribution: \$445

Class	Description	2023 Audit Employee Payroll	2023 Audit Volunteer Payroll
8811	Board Member Coverage		\$6,000

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at csdpool.org for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by: 
Authorized Representative
Colorado Special Districts Property and Liability Pool

Date: 1/9/2024

Diversified Underground, Inc.

2300 Cavanaugh Rd
Watkins, CO 80137

Invoice

Date	Invoice #
1/31/2024	29158

Diversified's Job Name
January 2024

Due Date	3/1/2024
----------	----------

Bill To
Forest Hills Metropolitan District Attn: District Manager 14405 West Colfax Avenue #165 Lakewood, Colorado 80401

Project Mgr / Phone #	Project Name / Location
Ronda Zivalich	January 2024

Send Invoice to:	Client's Job #	Client's PO #
management@fhmd.net	Utility Locates	(FRHL01)

Item	Description	Qty	Rate	Amount
L114	Screen Charge	4	5.00	20.00

To cover the cost of processing a credit or charge card transaction, and pursuant to section 5-2-212, Colorado Revised Statutes, a seller or lessor may impose a processing surcharge in an amount not to exceed the merchant discount fee that the seller or lessor incurs in processing the sales or lease transaction. A seller or lessor shall not impose a processing surcharge on payments made by use of cash, a check, or a debit card or redemption of a gift card.

Total	\$20.00
Payments/Credits	\$0.00
Balance Due	\$20.00

[Back](#)

DoorKing Inc.
IM Server Payments
120 S. Glasgow Avenue
Inglewood, CA 90301
(800) 826-7493

DKS Cellular Subscription

STATEMENT

STATEMENT #
2179021
STATEMENT DATE
January 24, 2024

SUBSCRIBER
FHMD FHMD Forest Hills Metro District 14405 West Colfax Avenue #165 Lakewood, CO 80401

User ID:	FHMDCELL
Period Starts:	December 24, 2023
Period Ends:	January 23, 2024

Previous Balance:	\$87.90	Note: All \$ amounts are in US
	Dollars.	
Payment Received:	(\$87.90)	
New Charges:	\$87.90	
Total Amount Due:	\$87.90 USD	

Payments

Date	Details	Amount
12/24/2023	Credit: Autopay	(\$83.90)
12/24/2023	Credit: Autopay	(\$4.00)

Cell Systems

From	To	Name	Phone	MC	Min	Transfer	Amount
12/24/2023	1/23/2024	FHMD Cellular - Eastwood	303 704 8793	2468	0	0	\$43.95
12/24/2023	1/23/2024	FHMD Cell FH/Summerwood	720 519 3328	2468	82	0	\$43.95

Summary	Total Amount Due
This amount will be charged to your credit card or echeck.	\$87.90 USD



Element Engineering, LLC
 12687 W Cedar Drive, Suite 300
 Lakewood, CO 80228
 (303) 378-2969

INVOICE

0025 - Forest Hills Metropolitan District
 Ronda Zivalich
 14405 West Colfax Avenue #165
 Lakewood, CO 80401

Invoice Date: 2/3/24
 Due Date: 3/4/24
 Total Amount: \$9,865.00
 Number: 06
 Invoice Period: 01/01/24 - 01/31/24
 Job: 0009 - PFAS Treatment Evaluation

INVOICE DETAILS

Description	Total Budget	Remaining Budget (\$)	Prior Billing (\$)	This Invoice (\$)
Engineering Services	\$45,000.00	\$17,245.00	\$17,890.00	\$9,865.00
BUDGET TOTALS	\$45,000.00	\$17,245.00	\$17,890.00	\$9,865.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Matt Hess	1/3/24	PFAS Treatment Evaluation Revisions	8.00	\$130.00	\$1,040.00
Matt Hess	1/4/24	PFAS Treatment Evaluation Revisions	4.00	\$130.00	\$520.00
Matt Hess	1/11/24	PFAS Treatment Evaluation Revisions	7.50	\$130.00	\$975.00
Matt Hess	1/12/24	PFAS Treatment Evaluation Revisions	8.00	\$130.00	\$1,040.00
Matt Hess	1/16/24	PFAS Treatment Analysis Report	0.50	\$130.00	\$65.00
Nicholaus Marcotte	1/3/24	PFAS Review. Review Cost Estimates. Prelim Layout	5.00	\$150.00	\$750.00
Nicholaus Marcotte	1/8/24	PFAS Review. Review Cost Estimates. Prelim Layout	7.50	\$150.00	\$1,125.00
Nicholaus Marcotte	1/9/24	PFAS Review. Review Cost Estimates. Prelim Layout	6.50	\$150.00	\$975.00
Nicholaus Marcotte	1/10/24	PFAS Review. Review Cost Estimates. Prelim Layout	6.00	\$150.00	\$900.00
Nicholaus Marcotte	1/11/24	PFAS Review. Review Cost Estimates. Prelim Layout	7.00	\$150.00	\$1,050.00
Nicholaus Marcotte	1/15/24	PFAS Evaluation Review and Finalization	5.50	\$150.00	\$825.00
Nicholaus Marcotte	1/16/24	PFAS Evaluation Review and Finalization	4.00	\$150.00	\$600.00
Professional Fees			69.50		\$9,865.00
AMOUNT DUE (THIS INVOICE)			69.50		\$9,865.00

TOTAL AMOUNT DUE

\$9,865.00



Element Engineering, LLC
 12687 W Cedar Drive, Suite 300
 Lakewood, CO 80228
 (303) 378-2969

INVOICE

0025 - Forest Hills Metropolitan District
 Ronda Zivalich
 14405 West Colfax Avenue #165
 Lakewood, CO 80401

Invoice Date: 2/3/24
 Due Date: 3/4/24
 Total Amount: \$2,925.00
 Number: 01
 Invoice Period: 01/01/24 - 01/31/24
 Job: 0010 - Pond 5 Overflow & Culvert Improvements

INVOICE DETAILS

Description	Total Budget	Remaining Budget (\$)	Prior Billing (\$)	This Invoice (\$)
Design, Survey & Bidding	\$21,550.00	\$18,625.00	--	\$2,925.00
Construction Admin & Part-Time Observation	\$11,520.00	\$11,520.00	--	--
BUDGET TOTALS	\$33,070.00	\$30,145.00	--	\$2,925.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Mike Hager	1/2/24	Survey Exhibits	1.00	\$150.00	\$150.00
Mike Hager	1/5/24	Survey Coordination	1.00	\$150.00	\$150.00
Mike Hager	1/8/24	Coordination with Surveyor	1.00	\$150.00	\$150.00
Mike Hager	1/12/24	Coordination with Surveyor	1.00	\$150.00	\$150.00
Mike Hager	1/29/24	Coordination with Surveyor	0.50	\$150.00	\$75.00
Mike Hager	1/31/24	Survey Coordination and Design	2.00	\$150.00	\$300.00
Professional Fees			6.50		\$975.00
Reimbursable Expenses					
Sub Consultant	1/31/24	Survey	--	--	\$1,950.00
Reimbursable Expenses			--		\$1,950.00
AMOUNT DUE (THIS INVOICE)			6.50		\$2,925.00

TOTAL AMOUNT DUE **\$2,925.00**



Element Engineering, LLC
 12687 W Cedar Drive, Suite 300
 Lakewood, CO 80228
 (303) 378-2969

INVOICE

0025 - Forest Hills Metropolitan District
 Ronda Zivalich
 14405 West Colfax Avenue #165
 Lakewood, CO 80401

Invoice Date: 2/3/24
 Due Date: 3/4/24
 Total Amount: \$960.00
 Number: 29
 Invoice Period: 01/01/24 - 01/31/24
 Job: 0001D - 2024 General Engineering

INVOICE DETAILS

Description	Prior Billing (\$)	This Invoice (\$)
Engineering Services	--	\$960.00
BUDGET TOTALS	--	\$960.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Nicholaus Marcotte	1/2/24	Records Coordination for Operations	2.00	\$160.00	\$320.00
Nicholaus Marcotte	1/4/24	Prepare for and Attend Board Meeting	2.00	\$160.00	\$320.00
Nicholaus Marcotte	1/9/24	Board Report	1.00	\$160.00	\$160.00
Nicholaus Marcotte	1/17/24	Board Meeting	1.00	\$160.00	\$160.00
Professional Fees			6.00		\$960.00
AMOUNT DUE (THIS INVOICE)			6.00		\$960.00

TOTAL AMOUNT DUE \$960.00



Attorneys and Counselors at Law

Donald M. Ostrander
Richard F. Rodriguez
Austin Hamre
Steven Louis-Prescott

Emily N. Ostrander

188 Inverness Drive West, Suite 430
Englewood, Colorado 80112-5204
Telephone: (303) 779-0200
Telefax: (303) 779-3662
mail@hroplaw.com
www.hroplaw.com

Special Counsel
Teri L. Petitt, LLC
Stephanie M. Ceccato, LLC
Spector Law, LLC
Rubinstein Law, LLC
Joshua R. Kruger, Ltd.

Forest Hills Metropolitan District
14405 W. Colfax Avenue #165
Lakewood, CO 80401

February 12, 2024
Invoice # 14144

Re: FHMD

Professional Services

<u>Date</u>	<u>Staff</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
Austin Hamre				
01/24/24	AH	Review last diligence decree and related materials, Teams meeting with A. Leak regarding diligence application due in December, notes regarding same, email to R. Zivalich regarding same	0.80	220.00
SpecialCounsel-Petitt LLC				
01/10/24	TLP	D-1, 23CW3087, DGM, MMRC, NFA - Review e-mail from Applicant's counsel regarding settlement	0.20	50.00
01/10/24	TLP	D-1, 23CW3046, Shea, MMRC, NFA - Review e-mail from Applicant's counsel regarding settlement	0.20	50.00
01/16/24	TLP	Miscellaneous - Revise and Update client case chart	0.00	0.00
01/23/24	TLP	D-1, 23CW3087, DGM Properties, MMRC, NFA - Review initial draft decree	1.00	250.00

<u>Date</u>	<u>Staff</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
01/30/24	TLP	D-1, 23CW3087, DGM Prooperties, MMRC, NFA - Continue review of initial proposed decree; draft comment letter to Applicants' counsel regarding draft decree; draft e-mail to R. Zivalich and A. Leak regarding same	0.80	200.00
01/30/24	TLP	D-1, 23CW3046, Shea, MMRC, NFA - Review initial decree in matter	0.40	100.00
01/31/24	TLP	D-1, 23CW3046, Shea MMRC NFA - Finalize review of initial decree; draft letter to Applicants' counsel regarding comments	0.90	225.00
Total Professional Services			4.30	\$ 1,095.00
Total Current Charges				\$ 1,095.00
Previous Balance				\$ 2,490.63
Payments and Credits				
01/29/24	Payment - thank you			2,290.63
01/29/24	Payment - thank you			200.00
Total Payments and Credits				\$ 2,490.63
Summary of Account				
Balance Forward				\$ 2,490.63
Total Current Charges				1,095.00
Less Payments and Credits				2,490.63
Balance Due				\$ 1,095.00

MAPS, Inc.

2241 S DEFRAME CT
 LAKEWOOD, CO 80228

Invoice

Date	Invoice #
2/1/2024	805

Bill To
Forest Hills Metro District 14405 W. Colfax Avenue, #165 Lakewood, CO 80401

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
51.5	District Manager - Monthly Contract (40 hrs) - January 2024 - calls w/Admin Asst, review and approve invoices, board meeting prep, calls w/various board members, calls w/EE, and ORC, manager report, homeowner communications, maintain capital improvements list, update meter/register list, update 2G/4G tracking spreadsheet, review and update board meeting minutes, work w/AMCOBI re: billing and realtor questions, work w/admin re: payables, communications with RESPEC and HROD re: filings, website inquiries/issues and updates, maintain WaterScope software; attend BCWA meeting; eblasts to community regarding various subjects, communicated with owners re: register/meter/upgrade installations, emails w/HOA re: park upgrades, work w/cleaning person for cleaning of gatehouse and restroom, monitor locate contractor and locates, site visits for various projects, monitor late payments/delinquencies, communications w/Noble re: snow removal; monitor work on infrastructure grant; work on 2024 budget; work on CSD/SDA Pool insurance renewals; monitor BSC Signs for bunker/large sign restoration; write contract for Direct Discharge and communicate re: startup; work w/DRC on completing storm drain cleanout; work with vendors and DD on WWTP mechanical/electrical/structural/roof issues; work w/legal on district issues; update yearly documents and post to website; renew PowerWest agreement; site visits with roofers and electricians; calls/emails w/ORC re: end of contract needs; track year-end DOLA reporting; attend PFAs CDPHE meeting; attend special BCWA meeting re: assoc budget and non-participants dues; advise vendors of operator change	61.80	3,182.70

Thank you for your business.	Total	\$3,182.70
------------------------------	--------------	------------

--

NMHolder Financial, Inc.
9694 Chesapeake
Street
Highlands Ranch, CO
80126 US
720-496-9343
nmholderbiz@gmail.co
m



BILL TO

Forest Hills Metropolitan
District
Forest Hills Metro District
14405 West Colfax Avenue,
#165
Lakewood, CO 80401

INVOICE 2024-017

DATE 01/31/2024 TERMS Net 20

DUE DATE 02/20/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Administrative Assistant Administrative services (per contract 12.50hrs per week)	1	1,133.00	1,133.00

TOTAL DUE

\$1,133.00

NMHolder Financial, Inc.
9694 Chesapeake
Street
Highlands Ranch, CO
80126 US
720-496-9343
nmholderbiz@gmail.co
m



BILL TO

Forest Hills Metropolitan
District
Forest Hills Metro District
14405 West Colfax Avenue,
#165
Lakewood, CO 80401

INVOICE 2024-018

DATE 01/31/2024 TERMS Net 20

DUE DATE 02/20/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	FHMD-Bookkeeping Monthly 2023 accounting and financial report preparation	1	721.00	721.00

TOTAL DUE

\$721.00



JIM NOBLE, INC

3741 SAGE CIRCLE

EVERGREEN, COLORADO 80439

303-674-3334



FHMD SNOW JANUARY 2024 SNOW SERVICES INVOICE

JANUARY SNOW SERVICES

7,500.00



Water Professionals

11919 I-70 Frontage Rd.
Suite 116A
Wheat Ridge, CO. 80033

Tel.: (720) 287-0605

www.orcwater.com

Invoice

Forest Hills Metropolitan District
14405 W Colfax Ave #165
Lakewood, CO 80401

Date: 2/8/2024

Number: 270051

Date	Description	Qty	Rate	Amount
01/31/2024	Contract O&M Forest Hills Metro District (January 2024)		6,347.50	6,347.50
02/08/2024	Contract O&M (February 2024, Pro-rate 1 week)		1,586.88	1,586.88
01/31/2024	Meter Readings	7.0	5.53	38.71
11/22/2023	Fuel Logic; 130g	1.0	1,305.76	1,305.76
12/02/2024	Dehumidifier	1.0	236.52	236.52
12/07/2023	Hardware for Feed Pump Install	1.0	53.08	53.08
12/30/2023	Work on failed transfer switch re: power @ WWTF	1.0	300.00	300.00
01/10/2024	Ammonia, BOD-5, E-Coli, Nitrate, Nitrite, Phosphorus, TSS	1.0	283.00	283.00
01/11/2024	Create/submit Compliance Advisory for Sept. & Oct. TIN: JS	0.5	97.00	48.50
01/19/2024	Coliform	1.0	44.00	44.00

Payment Terms: Due Upon Receipt

Subtotal	\$10,243.95
Sales Tax (0.0%)	\$0.00
Total	\$10,243.95
Payments/Credits	\$0.00
Balance Due	\$10,243.95

Thank you for your business!

Power Systems West

1805 NW 21st Ave
Portland, OR 97209
United States
Tel.: 503-224-3623



URL: www.powersystemswest.com

To:
Forest Hills Metro District
14405 W Colfax Ave
Lakewood, CO 80401

Date: 02/02/24
Account: C6001427

Re: Notification of Outstanding Bills

The following is outstanding in your account as of 02/02/24:

Paymt Due	Days Late	Invoice	Inv Date	Details	Inv Amt	Outstanding	Cum. Sum Outstanding
11/12/23	82	SI2366003486	10/13/23	C6001427,Forest Hills Me	640.62	1.30	1.30
Total						1.30	1.30

Aging as of 02/02/24:

61-90	Total
\$ 1.30	\$ 1.30

*Please Note: a negative value is a credit balance for that *line item**

Thank you for including your account number on all correspondence, payments, and remittance
REMITTANCE ADDRESS:

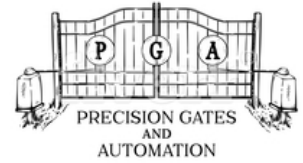
Power Systems West
PO Box 35146 #41022
Seattle, WA 98124-5146

For any payment or account inquiries please contact the Accounts Receivable Department at credit@powersystemswest.com.

Precision Gates and Automation

13297 Bellaire Cir.
Thornton, CO 80241
+1 7209032925
billyfogg.pga@outlook.com
www.PGAgates.com

Invoice



BILL TO

Forest Hills Metro District
14405 West Colfax Avenue #165
Lakewood, CO 80401

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2815	01/31/2024	\$315.00	03/01/2024	Net 30	

DATE	DESCRIPTION	AMOUNT
01/26/2024	Tech discovered that the batteries in the contact safety edges were dead causing the gates not to function. Tech replaced batteries and tested system. All is functioning properly.	315.00

BALANCE DUE

\$315.00

Thank You for Your Payment

noreply@republicservices.com <noreply@republicservices.com>

Sun 1/14/2024 5:59 AM

To:Admin FHMD <admin@fhmd.net>

01/14/2024

Dear Ronda Zivalich,

Thank you for your payment of \$195.72 Reference ID 461154660052 for account 305350040977 made on 01/14/2024. Please allow 48 hours for your payment to post to your account.

If you have any questions please [contact Customer Service](#) online at RepublicServices.com.

Thank you for being a valued customer and using Republic Services Online Bill Pay.

Sincerely,
Republic Services Customer Resource Center

Please do not reply to this message, it was system generated and the mailbox is not monitored.

Disclaimer: This message has been sent under the Republic Services [Terms and Conditions](#) and in accordance with our [Privacy Policy](#).



Bill To:

Forest Hills Metropolitan District
Attn: Ronda Zivalich
14405 W. Colfax Ave, #165
Lakewood, CO 80401

Remit Payment To:

RESPEC
Attn: Accounts Receivable
P.O. Box 725
Rapid City, SD 57709-0725
(605) 394-6400, (605) 394-6514 (FAX)

RESPEC Project Number : 02201
Client Contract No. 1312
Client Purchase Order
Invoice Period : 12/01/2023 - 12/31/2023
Project Description :

Invoice No : INV-1223-1221
Invoice Date : 12/31/23
Payments Terms : NET 30

Forest Hills Metropolitan District

Cost Category	Current Dollars	Dollars Billed to Date
Aug. Plan Water Acct	\$150.00	\$45,940.00
Labor	\$225.00	\$58,969.75
Equipment		\$1,149.14
Materials		\$235.33
Travel		\$110.39
Total Costs	\$375.00	\$106,404.61
Total Amount Due in US Dollars	\$375.00	\$106,404.61



Invoice Supporting Information

Cost Category	PLC Desc	RESPEC Project No.	Name	Week Ending Date	Hours	Billing Rate	Amount To Bill	Reference #	Description
Aug. Plan Water Acct		02201.0001					\$150.00		Aug. Plan Water Acct
							\$150.00		
Aug. Plan Water Acct							\$150.00		
Labor	Project / Program Manager	02201.0002.002	Leak, Alan J	12/09/23	0.50	\$225.00	\$112.50		Labor Hours
	Project / Program Manager	02201.0002.003		12/09/23	0.50	\$225.00	\$112.50		Labor Hours
					1.00		\$225.00		
Labor					1.00		\$225.00		
Total					1.00		\$375.00		



Task Summary

Project ID	Description	Current Hours	Current Dollars	Hours Billed to Date	Dollars Billed to Date
02201.0001	FHMD - Augmentation Plan Water Accounting		\$150.00		\$45,940.00
02201.0002.001	Coordination with Water Commissioner/River Call Monitoring/Storage & Release Requirements			19.50	\$2,789.00
02201.0002.002	Work on Water Court Cases	0.50	\$112.50	238.25	\$32,394.00
02201.0002.003	Other Engineering Tasks	0.50	\$112.50	86.75	\$12,392.71
02201.0003	FHMD - Booster Pump Station Evaluation			78.00	\$12,888.90
Summary		1.00	\$375.00	422.50	\$106,404.61



Labor Hours Summary and Description

Project No.	Description	Name	Date	Hours	Comments
02201.0002.002	FH Work Water Court Cases	Leak, Alan J	Dec 5, 2023	0.50	22CW3197 review draft decree /stipulation
02201.0002.002				0.50	
02201.0002.003	FH Other Engrng tasks	Leak, Alan J	Dec 7, 2023	0.50	Conv. with Rhonda Re: new operator /coord. with Austin re: mtg. for diligence work
02201.0002.003				0.50	
Total				1.00	



SPECIAL DISTRICT ASSOCIATION OF COLORADO

[Search](#) [Transparency Notice](#) [Contact Us](#)

MEMBERSHIP RENEWAL

[← Back](#)

Invoice - SDA Annual Membership

Special District Association
225 E 16th Ave, Ste 1000 Denver CO 80203

Forest Hills Metropolitan District

14405 West Colfax Avenue, #165
Lakewood, CO 80401

Please send check to:

Special District Association
225 E 16th Ave, Ste 1000
Denver, CO 80203

Pay By Check \$647.08



Your request has been sent!

25% Discount Applied

Renewals done by March 1st receive a 25% discount as long as payment is received by July 1st. If payment is not received by July 1st, the 25% discount is no longer valid.

If payment is not received by July 1, the 25% discount is no longer valid and the district will need to pay 100% of the dues calculation.

Renewal Contact

Name	Nickie Holder
Email	admin@fhmd.net
Phone	7204969343

Billing Information

First Name	Nickie
Last Name	Holder
Address	9249 South Broadway, #200-344, Highlands Ranch, CO 80129

Membership Dues

Budgeted Expenditures	\$668,052.00
Debt Service	\$212,251.00
Lease Purchase Agreements	\$0.00
Capital Outlay	\$211,000.00

Dues Calculation

Net Appropriated Expenditure	\$501,039.00
Dues for 2024	\$862.78
Applied Discount	\$215.69
Inactive according to Colorado Law	No

PLEASE PAY \$647.08



Phone: 303-863-1733 • Toll Free: 800-866-1733
225 E 16th Ave, Ste 1000 Denver, CO 80203



© 2024 Special District Association of Colorado. All Rights Reserved.
[Privacy](#)



Your request has been sent!

UNCC

UTILITY NOTIFICATION
CENTER OF COLORADO

P.O. Box 208903, Dallas, TX 75320-8903
OFC (303) 232-1991 FAX (303) 234-1712

invoice

"IT'S THE LAW, CALL BEFORE YOU DIG"

To:

FOREST HILLS METRO DISTRICT
ATTN: RONDA ZIVALICH
14405 W COLFAX AVE, #165
LAKEWOOD, CO 80401

Invoice #: 224010548
Invoice Date: 01/31/24
Invoice for January 2024
P.O.# 4506184051
Due Date: Upon Receipt
Member ID: 29530

Qty	Item	ID/Description	Price	Extension
<u>5</u>	<u>1</u>	<u>RTL Transmissions FRHL01</u>	<u>1.29</u>	<u>6.45</u>

Amount Due 6.45

PLEASE INCLUDE MEMBER ID NUMBER AND INVOICE NUMBER ON CHECK.
PLEASE MAKE CHECKS PAYABLE TO UTILITY NOTIFICATION CENTER OF COLORADO OR UNCC.

EFFECTIVE JANUARY 1, 2024, THE PER TRANSMISSION RATE
WILL BE \$1.29

PLEASE NOTE OUR ACCOUNTS PAYABLE ADDRESS IS:
Utility Notification Center of Colorado P.O. Box 208903, Dallas, TX 75320-8903



INVOICE

DUPLICATE
Page 1(1)

Remittance Instructions Below.	Invoice Number 51825523	Invoice Date 02 Feb 2024	Due Date 03 March 2024
	P.O.Number foresthill wastewater	Payment Terms Net 30 Days	Payer Number 798080
	Shipped From DENVER HOLLY ST PLANT PKG	Sales Order Num 14231857	Bill-To Number 798080
	Release Number	Bill of Lading Number 6600772456	Incoterms : DDP Dest, Frt Prepaid

Billing address
 FOREST HILLS METRO DISTRI
 14405 WEST COLFAX AV 165
 GOLDEN CO 80401

Shipping address
 FOREST HILLS
 22933 FOREST HILLS DR
 METRO DISTRICT
 GOLDEN CO 80401

Qty.	UoM	Material Number	Material Description	Batch Number	Billing Qty	UoM	Unit Price	Amount USD
4	DR	16140612	ALMN SULFATE 48% DR452 <i>Add on a few more days lead time for STO</i> Transportation Surch	0003317767	2,300	LB	0.7182	1,651.86 70.00

Should you have any questions regarding this invoice, please contact	Invoice Total : USD	1,721.86
HAYDEN BLUE at 480-573-4636	Customer Solutions 1-800-531-7106 Option 1	

Pay Online Sign in or register on www.univarsolutions.com/invoices	ACH Electronic Funds Transfer Univar Solutions USA Bank of America, National Association Account Number:4427142686 BOFA Routing Number:111000025	WIRE Transfer International Univar Solutions USA Bank of America, National Association Account Number:4427142686 Routing Number DOM. WIRES: 026009593 SWIFT Code INTL. WIRES: BOFAUS3N
---	---	--

Please refer to the invoice number on the remittance.
Please return remittance advice with payment or email to: cashapps@univarsolutions.com
 Please report disputed invoices within 10 days of receipt; Payment terms on undisputed invoices remain as listed

Comments:

Federal ID number 91-1347935
 The terms and conditions of this sale are set forth at <http://www.univarsolutions.com/sales-terms>

Print date 03 Feb 2024

VONAGE

Account Number: 1012586779
Date Processed 02/11/2024
Amount: \$40.42

Dear Board of Directors Forest Hills Metropolitan District,

Thank you for your payment. We have submitted your electronic check payment to your bank for your monthly charges for your Vonage account in the amount listed above.

Please be aware that it may take up to eight business days for your bank to process this transaction. Should payment not clear through your bank for any reason, a return check fee of up to \$25 will be charged. [Click here](#) to learn more about our Return Check Policy.

Sign in to your [Online Account](#) at any time or [click here](#) to view or print your detailed billing statement or to update your payment method information.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
FOREST HILLS METRO DISTRICT 14405 W COLFAX AVE # 165 LAKEWOOD CO 80401-3247	53-2543913-6	02/26/2024
	STATEMENT NUMBER	STATEMENT DATE
	863714492	02/05/2024
		AMOUNT DUE
		\$2,707.83

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Please Call: 1-800-481-4700
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 12/28	\$2,851.92
Payment Received	Auto Pay 01/24	-\$2,851.92 CR
Balance Forward		\$0.00
Current Charges		\$2,707.83
Amount Due <i>(Cantidad a pagar)</i>		\$2,707.83

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
300694302	HILL & DALE RD WELL #2 _		\$43.67
300802554	22205 FOREST HILLS DR UNIT WELL-3		\$38.74
300996243	EASTWOOD DR W ENTRANCE GATE _		\$17.46
301104477	22933 FOREST HILLS DR BLDG SEWA		\$1,435.07
301112319	1048 EASTWOOD UNIT 9-WELL		\$77.19
301255445	23199 SHINGLE CREEK RD BLDG CHLO		\$455.21
301257430	22004 ANASAZI WAY BLDG A		\$14.90
301260646	860 HILL AND DALE RD UNIT PUMP		\$128.58
301297992	FOREST HILLS DR WELL #5 _		\$73.05
301297999	GRAPEVINE RD TRACT C SEWAGE LI _		\$109.51
301557604	22864 FOREST HILLS DR BLDG GUAR		\$88.74
301565481	1008 EASTWOOD UNIT 8-WELL		\$12.69
301600124	FOREST HILLS DR WELL #4 _		\$93.52
301901666	ANASAZI WAY TRACT H RECIRCULAT _		\$96.93
301901714	FOREST HILLS DR TRACT N WATER _		\$22.57
Total			\$2,707.83

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

RETURN BOTTOM PORTION WITH PAYMENT ONLY • PLEASE DO NOT INCLUDE OTHER REQUESTS • SEE BACK OF BILL FOR CONTACT METHODS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-2543913-6	02/26/2024	\$2,707.83	Automated Bank Payment

Your bill is paid through an automated bank payment plan.

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

FOREST HILLS METRO DISTRICT
 14405 W COLFAX AVE # 165
 LAKEWOOD CO 80401-3247

XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477



000036 2/13

Forest Hills Metro District
Balance Sheet
As of January 31, 2024

	{12} General Fund	{15} Debt Service	{14} Capital Projects	{16} Water & Sewer	Total
ASSETS					
Current Assets					
Checking/Savings					
12-1000 · First Bank - Checking (GF)	\$ 16,772.98	\$ -	\$ -	\$ -	\$ 16,772.98
16-1000 · First Bank - Checking (WS)				188,983.81	188,983.81
12-1150 · Colotrust	216,336.29				216,336.29
12-1160 · Colotrust - CTF	5,019.79				5,019.79
14-1160 · Colotrust			4,585.70		4,585.70
15-1150 · Colotrust (DS)	-	11,470.69			11,470.69
Total Checking/Savings	238,129.06	11,470.69	4,585.70	188,983.81	443,169.26
Accounts Receivable					
16-1300 · A/R - Customers	-			10,490.31	10,490.31
16-1305 Allowance for doubtful accounts				-	-
Total Accounts Receivable	-	-	-	10,490.31	10,490.31
Other Current Assets					
Cash with County Treasurer					
12-1200 - Cash with County Treasurer	-				-
12-1310 Property taxes receivable					-
15-1310 Property taxes receivable					-
12-1400 - Prepaid Expenses	8,070.58				8,070.58
16-1400 - Prepaid Expenses				9,226.25	9,226.25
Total Cash with County Treasurer	8,070.58	-	-	9,226.25	17,296.83
Intercompany Transactions					
12-1450 · Due from Other Funds	84,508.96				84,508.96
14-1450 · Due to/from other Funds			-		-
15-1450 · Due from other Funds (DS)					-
16-1450 · Due from other Funds (WS)				(84,508.96)	(84,508.96)
17-1450 · Due from other Funds (CTF)				-	-
Total Intercompany Transactions	84,508.96	-	-	(84,508.96)	-
Total Other Current Assets	84,508.96	-	-	(84,508.96)	-
Total Current Assets	330,708.60	11,470.69	4,585.70	124,191.41	470,956.40
Fixed Assets					
12-1500 - Security Gates	-				-
12-1710 - Construction in Progress					-
14-1710 · Streets			2,571,908.16		2,571,908.16
14-1720 · Erosion System			61,089.00		61,089.00
14-1730 · Landscaping			167,887.00		167,887.00
14-1740 · Recreation			389,793.75		389,793.75
14-1750 · Accumulated Depreciation			(1,974,804.50)		(1,974,804.50)
16-1700 - Construction in Progress				162,915.56	162,915.56
16-1750 · Accumulated Depreciation (WS)				(3,037,273.46)	(3,037,273.46)
16-1760 · Water System				3,241,063.24	3,241,063.24
16-1770 · Sewer System				2,693,502.94	2,693,502.94
Total Fixed Assets	-	-	1,215,873.41	3,060,208.28	4,276,081.69
Other Assets					
15-1510 · Original Issue Discount		-			-
16-1950 - Loan Proceeds Receivable				-	-
15-1900 - Amount provided for Debt		1,622,318.75			1,622,318.75
Total Other Assets	-	1,622,318.75	-	-	1,622,318.75
TOTAL ASSETS	\$ 330,708.60	\$ 1,633,789.44	\$ 1,220,459.11	\$ 3,184,399.69	\$ 6,369,356.84

Forest Hills Metro District
Balance Sheet
As of January 31, 2024

	{12} General Fund	{15} Debt Service	{14} Capital Projects	{16} Water & Sewer	Total
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
12-2000 · Accounts Payable	\$ 28,198.04	\$ -			\$ 28,198.04
14-2000 · Accounts Payable (CP)	-		\$ 2,925.00		2,925.00
12-2005 · Credit Card Payable	455.80				455.80
14-2005 · Retainage Payable (CP)			-		-
15-2000 · Accounts Payable (DS)		-			-
16-2000 · Accounts Payable (WS)				31,592.63	31,592.63
Total Accounts Payable	28,653.84	-	2,925.00	31,592.63	63,171.47
Other Current Liabilities					
12-2010 · Deposit in Lieu of Surety Bond	1,000.00				1,000.00
15-2016 · Bonds payable - short term		107,000.00			107,000.00
16-2016 · DWRf - short term				23,324.88	23,324.88
12-2020 Property taxes deferred	-				-
15-2020 Property taxes deferred		-			-
15-2025 · Accrued Interest		3,318.95			3,318.95
16-2025 · Accrued Interest				1,301.98	1,301.98
15-2050 · Construction deposit				-	-
Total Other Current Liabilities	1,000.00	110,318.95	-	24,626.86	135,945.81
Total Current Liabilities	29,653.84	110,318.95	2,925.00	56,219.49	199,117.28
Long Term Liabilities					
15-2015 · Bonds Payable - Long Term		1,512,000.00			1,512,000.00
16-2015 · DWRf - Long Term				516,957.33	516,957.33
15-2040 - Investment in Fixed Assets			-		-
Total Long Term Liabilities	-	1,512,000.00	-	516,957.33	2,028,957.33
Total Liabilities	29,653.84	1,622,318.95	2,925.00	573,176.82	2,228,074.61
Equity					
12-3080 · Retained Earnings	324,325.75				324,325.75
14-3060 - Net Investment in Capital Assets (CP)			1,215,873.41		1,215,873.41
14-3080 · Retained Earnings (CP)			4,536.27		4,536.27
15-3060 - Net Investment in Capital Assets (DS)					-
15-3080 · Retained Earnings (DS)		11,416.62			11,416.62
16-3060 · Net Assets - Invstd Captl Asset				2,519,926.07	2,519,926.07
16-3080 · Retained Earnings (WS)				83,191.39	83,191.39
Net Income	(23,270.99)	53.87	(2,875.57)	8,105.41	(17,987.28)
Total Equity	301,054.76	11,470.49	1,217,534.11	2,611,222.87	4,141,282.23
TOTAL LIABILITIES & EQUITY	\$ 330,708.60	\$ 1,633,789.44	\$ 1,220,459.11	\$ 3,184,399.69	\$ 6,369,356.84

FOREST HILLS METROPOLITAN DISTRICT
2022 Actual, 2023 Actual, 2024 YTD and Budget
As of January 31, 2024, Preliminary

	2022		2023		2024	
	Actual	Original Budget	Actual	Original Budget	Actual	Original Budget
General Fund:						
Total Revenue	402,579	402,069	432,123	393,607	5,453	509,830
Total Expenditures	(272,788)	(326,118)	(288,059)	(314,950)	(28,726)	(312,756)
Net Revenue (Expenditures)	129,791	75,951	144,064	78,657	(23,273)	197,074
Interfund Transfers	(250,000)	-	(100,000)	(100,000)	-	(250,000)
Water & Sewer Fund:						
Total Revenue	521,338	530,124	559,798	498,968	45,477	602,692
Total Expenditures	(1,003,613)	(514,054)	(513,137)	(506,859)	(43,569)	(642,092)
Net Revenue (Expenditures)	(482,275)	16,070	46,661	(7,891)	1,908	(39,400)
Interfund Transfers	-	-	-	-	-	-
Capital Fund:						
Total Revenue	5,453	300	5,978	2,000	49	2,000
Total Expenditures	(511,573)	(700,000)	(241,504)	-	(2,925)	(40,000)
Net Revenue (Expenditures)	(506,120)	(699,700)	(235,526)	2,000	(2,876)	(38,000)
Interfund Transfers	-	-	100,000	-	-	250,000
Debt Fund:						
Total Revenue	152,959	151,662	154,290	150,434	54	156,159
Total Expenditures	(149,625)	(149,810)	(149,070)	(149,327)	-	(149,695)
Net Revenue (Expenditures)	3,334	1,852	5,220	1,107	54	6,464
Combined Funds:						
Total Revenue	1,082,329	1,084,155	1,152,189	1,045,009	51,033	1,270,681
Total Expenditures	(1,937,599)	(1,689,982)	(1,191,770)	(971,136)	(75,220)	(1,144,543)
Net Revenue (Expenditures)	(855,270)	(605,827)	(39,581)	73,873	(24,187)	126,138
Fund Balance End of Year:						
General	234,244	284,634	361,178	260,150	361,178	260,150
Capital	134,292	5,683	6,196	76,692	6,196	76,692
Water & Sewer	(495,760)	103,088	35,774	150,500	35,774	150,500
Total	(127,224)	393,405	403,148	487,342	403,148	487,342
Debt Fund Balance	51,425	-	51,425	18,727	-	-
Assessed Value		10,456,000		10,161,049		10,161,049
Mill Levies:						
General		34.110		35.066		35.066
Debt		14.500		14.800		14.800
Total		48.610		49.866		49.866
Minimum Emergency Reserves		\$ 50,699		\$ 29,134		\$ 34,336

FOREST HILLS METROPOLITAN DISTRICT

2023 Actual and 2024 YTD and Budget

GENERAL FUND

As of January 31, 2024, Preliminary

	2024							Projected Variance Favorable / (Unfavorable)
	2023		January	Estimate	Actual to Budget		Adopted	
	January	Jan-Dec	Actual	Feb -Dec	Projection	Percentage	Budget	
Revenue:								
Property Taxes		356,309		452,619	452,619	0%	452,619	-
Specific Ownership Taxes		37,486	2,247	17,753	20,000	11%	20,000	-
Conservation Trust Fund		2,657		2,000	2,000	0%	2,000	-
Loan Payment - W/S Fund - 5 Year			1,111	12,222	13,333	8%	13,333	-
Loan Payment - W/S Fund - 10 Year			424	4,667	5,091	8%	5,091	-
Loan Payment - W/S Fund - 10 Year			566	6,221	6,787	8%	6,787	-
Interest, Grants, Other	1,043	35,671	1,105	8,895	10,000	11%	10,000	-
Total Revenue	1,043	432,123	5,453	504,377	509,830	1%	509,830	-
Expenditures:								
Administration	2,525	40,840	3,149	43,807	46,956	7%	46,956	-
Contractors	2,077	27,693	5,273	15,727	21,000	25%	21,000	-
Other Expenses	334	5,004	441	4,159	4,600	10%	4,600	-
Maintenance Expense	10,942	110,067	8,505	100,695	109,200	8%	109,200	-
Repairs and Improvements	-	104,455	11,358	131,000	142,358	9%	131,000	(11,358)
Total Expenditures	15,878	288,059	28,726	295,388	324,114	9%	312,756	<i>(11,358)</i>
Revenue in Excess of Expenditures Before Transfers	(14,835)	144,064	(23,273)	208,989	185,716		197,074	<i>(11,358)</i>
Transfer (to) from W&S Fund	(65,000)	(76,863)	-	-	-		-	
Transfer to (from) Capital Projects Fund		(100,000)	-	(250,000)	(250,000)		(250,000)	250,000
Revenue in Excess of Expenditures After Transfers	(79,835)	(32,799)	(23,273)	(41,011)	(64,284)		(52,926)	
Fund Balance Beginning of Year	60,029	259,487	226,688	226,688	226,688		255,606	
Fund Balance End of Year	(19,806)	226,688	203,415	185,677	162,404		202,680	
* See Detail on page 2								
	2018	2019	2020	2021	2022	2023	2024	
ASSESSED VALUATION	8,958,166	8,963,176	9,276,027	9,288,892	9,291,512	10,161,049	12,452,724	
MILLS	24.285	24.285	24.285	24.285	34.110	35.066	36.347	
REVENUE	217,549	217,671	225,268	225,581	316,933	356,307	452,619	

FOREST HILLS METROPOLITAN DISTRICT
2023 Actual and 2024 YTD and Budget
GENERAL FUND DETAIL
As of January 31, 2024, Preliminary

	2024						
	2023		Actual	Estimate	Actual to Budget		Adopted
	January	Jan-Dec	January	Feb-Dec	Projection	Percentage	Budget
Administration Detail:							
District Manager	1,080	14,154	1,591	13,241	14,832	11%	14,832
Administrative Assistant	550	6,600	567	6,231	6,798	8%	6,798
Accountant	350	4,200	361	3,965	4,326	8%	4,326
County Treasurer Fees		5,346		10,000	10,000	0%	10,000
Insurance and Bonds	545	6,540	630	5,870	6,500	10%	6,500
Audit		4,000	-	4,500	4,500	0%	4,500
Total Administration	2,525	40,840	3,149	43,807	46,956	7%	46,956
Contractors Detail:							
Legal	2,077	20,027	4,313	10,687	15,000	29%	15,000
Legal - Election expense		206		-	-	#DIV/0!	-
Engineering		7,460	960	5,040	6,000	16%	6,000
Total Contractors	2,077	27,693	5,273	15,727	21,000	25%	21,000
Other Expenses Detail:							
Telephone	39	462	40	460	500	8%	500
Mailbox		372	31	319	350	9%	350
Memership Dues							
SDA	67	804	54	796	850	6%	850
Website/Email hosting		1,226		1,000	1,000	0%	1,000
Office Supplies	13	858		600	600	0%	600
Bank Fees	20	280	30	270	300	10%	300
Meetings/ZOOM	161	161	172	328	500	34%	500
Utilities	34	841	114	386	500	23%	500
Loan Payable - Water/Sewer Fund		-		-	-	#DIV/0!	-
Grant Expense - Water/Sewer Fund		-		-	-	#DIV/0!	-
Total Other Expenses	334	5,004	441	4,159	4,600	10%	4,600
Maintenance Detail:							
General Maintenance	749	13,765	396	11,604	12,000	3%	12,000
Landscaping - T & M				5,000	5,000		5,000
Landscape Maintenance	1,365	25,310		21,000	21,000	0%	21,000
Community Clean Up		-		-	-	#DIV/0!	-
Restroom Cleaning		1,385	210	690	900	23%	900
Snow Removal	7,500	52,500	7,500	45,000	52,500	14%	52,500
Sand/Salt	900	5,400		6,300	6,300	0%	6,300
Street Sweeping		4,568		6,000	6,000	0%	6,000
Security Gates	428	7,139	399	5,101	5,500	7%	5,500
Total Maintenance	10,942	110,067	8,505	100,695	109,200	8%	109,200
Repairs and Improvements Detail:							
2022 Projects	-			-	-	#DIV/0!	-
2023 Eastwood Emergency Gate Improvement						#DIV/0!	-
2023 Projects	59,455					#DIV/0!	-
Loan (1% interest) 5 years - W/S Fund	45,000					#DIV/0!	-
2023 Sign Project - finished in 2024			11,358		11,358	#DIV/0!	-
Other Improvements 2024				25,000	25,000	0%	25,000
Community Surveillance				1,000	1,000	0%	1,000
2024 Park Improvements				75,000	75,000	0%	75,000
Fire Mitigation Assessment	-	-		30,000	30,000	0%	30,000
Total Repairs and Improvements	-	104,455	11,358	131,000	142,358	9%	131,000

FOREST HILLS METROPOLITAN DISTRICT
2023 Actual and 2024 YTD and Budget
WATER AND SEWER FUND
As of January 31, 2024, Preliminary

	2023		2024					Adopted Budget	Projected Variance Favorable / (Unfavorable)
	January	Jan-Dec	Actual	Estimate	Actual to Budget				
			January	Feb-Dec	Projection	Percentage			
Revenue:									
Water Use Fees	1,918	34,848	1,653	22,693	24,346	7%	24,346	(22,693)	
Water Service Fees	13,860	165,173	13,764	176,179	189,943	7%	189,943	(176,179)	
Sewer Service Fees	18,256	217,546	18,130	232,073	250,203	7%	250,203	(232,073)	
Availability of Service	240	960		-	-	#DIV/0!		-	
Grant Income - General Fund				-	-	#DIV/0!		-	
Interfund Loan (1% interest) 5 years - GF		45,000		-	-	#DIV/0!		-	
Interfund Loan (1% interest) 5 years - GF		60,000		-	-	#DIV/0!		-	
Interest & Other	870	25,171	830	4,170	5,000	17%	5,000	(4,170)	
Infrastructure Capital Fee		11,100	11,100	122,100	133,200	8%	133,200	(122,100)	
Total Revenue	35,144	559,798	45,477	557,215	602,692	8%	602,692	(557,215)	
Expenditures:									
Administration	3,424	43,861	3,764	44,782	48,546	8%	48,546	44,782	
Contractors	6,408	114,583	17,703	142,047	159,750	11%	159,750	142,047	
Water System R&M	33,803	221,744	19,809	263,987	283,796	7%	283,796	263,987	
Sewer System R&M	17,646	132,949	2,293	147,707	150,000	2%	150,000	147,707	
Repairs and Improvements	-	-	-	-	-	#DIV/0!	-	-	
Total Expenditures	61,281	513,137	43,569	598,523	642,092	7%	642,092	598,523	
* See Detail on page 2									
Revenue in Excess of Expenditures									
Before Transfers	(26,137)	46,661	1,908	(41,308)	(39,400)		(39,400)	41,308	
Transfer from GF	-	-	-	-	-		-		
Transfer (to) CPF	-	-	-	-	-		-		
Revenue in Excess of Expenditures									
After Transfers	(26,137)	46,661	1,908	(41,308)	(39,400)		(39,400)		
Capitalized Expense	7,364	-							
Fund Balance Beginning of Year	22,840	147,768	194,429	194,429	194,429		169,328		
Fund Balance End of Year	\$ 4,067	\$ 194,429	\$ 196,337	\$ 153,121	\$ 155,029		\$ 129,928	\$ -	

FOREST HILLS METROPOLITAN DISTRICT
2023 Actual and 2024 YTD and Budget
WATER AND SEWER FUND DETAIL
As of January 31, 2024, Preliminary

	2024							
	2023		Actual	Estimate	Actual to Budget		Adopted	Projected Variance
	January	Jan-Dec	January	Feb-Dec	Projection	Percentage	Budget	Favorable / (Unfavorable)
Administration:								
District Manager	1,080	14,154	1,591	13,241	14,832	11%	14,832	13,241
Administrative Assistant	550	6,600	567	6,231	6,798	8%	6,798	6,231
Accountant	350	4,200	361	3,965	4,326	8%	4,326	3,965
Billing	626	6,872	593	8,157	8,750	7%	8,750	8,157
Insurance and Bonds	508	5,176	592	5,908	6,500	9%	6,500	5,908
Permits		1,849		2,000	2,000	0%	2,000	2,000
Dues & Subscription	310	970	60	660	720	8%	720	660
UNCC		15		120	120	0%	120	120
Audit		4,000		4,500	4,500	0%	4,500	4,500
Office Supplies	-	25	-	-	-	#DIV/0!	-	-
Total Administration	3,424	43,861	3,764	44,782	48,546	8%	48,546	44,782
Contractors:								
Legal and Water Rights								
Attorney (Hamre)	60	9,670	1,095	3,905	5,000	22%	5,000	3,905
Engineer (Respec)	-	7,069	375	6,625	7,000	5%	7,000	6,625
Reservoir Diligence Review & Documents				5,000	5,000	0%	5,000	5,000
General Fund Loan Closing Costs				-	-	#DIV/0!	-	-
Engineering		19,390	9,865	(8,365)	1,500	658%	1,500	(8,365)
Utility Locates		2,278	20	2,980	3,000	1%	3,000	2,980
Curb Stop Locates				6,250	6,250	0%	6,250	6,250
Operator	6,348	76,176	6,348	125,652	132,000	5%	132,000	125,652
Total Contractors	6,408	114,583	17,703	142,047	159,750	11%	159,750	142,047
Water System R&M:								
Water Rights Memberships								
BCWA	4,415	4,665	4,779	1,221	6,000	80%	6,000	1,221
Utilities	3,646	33,738	2,738	35,262	38,000	7%	38,000	35,262
Testing	85	6,634	44	4,956	5,000	1%	5,000	4,956
Maintenance	124	69,655	1,952	38,048	40,000	5%	40,000	38,048
Replacement Meters		5,257		10,000	10,000	0%	10,000	10,000
2G/4G Meter Upgrade	25,478	25,478		-	-	#DIV/0!	-	-
Monitoring/alarms				2,000	2,000	0%	2,000	2,000
Static Level Monitoring Equipment				-	-	#DIV/0!	-	-
Meter Reading	55	660	39	961	1,000	4%	1,000	961
Chemicals				4,000	4,000	0%	4,000	4,000
Pond 4 Cleaning		4,200		-	-	#DIV/0!	-	-
Pond 5 Cleaning		34,350		-	-	#DIV/0!	-	-
Pond 1 Inlet Excavation				10,000	10,000	0%	10,000	10,000
Pond Contract/Maintenance - General				1,000	1,000	0%	1,000	1,000
Pond Specialized				1,000	1,000	0%	1,000	1,000
Pond Bubblers/Compressor/Equipment Replacement			1,961	(161)	1,800	109%	1,800	(161)
Annual Generator Maintenance				2,000	2,000	0%	2,000	2,000
BPS Monitoring Subscription via Dakota Pump				1,200	1,200	0%	1,200	1,200
Well #1 Replacement Pump				5,000	5,000	0%	5,000	5,000
Infrastructure Fee - Transfer to Infrastructure Fund			6,195	87,045	93,240	7%	93,240	87,045
SRF Loan Payment		37,107		37,345	37,345	0%	37,345	37,345
General Fund Loan Payment - 5 Years			1,111	12,222	13,333		13,333	12,222
General Fund Loan Payment - 10 Years			424	4,667	5,091		5,091	4,667
General Fund Loan Payment - 10 Years			566	6,221	6,787	8%	6,787	6,221
Total Water System R&M	33,803	221,744	19,809	263,987	283,796	7%	283,796	263,987
Sewer System R&M:								
Maintenance		10,033	288	29,712	30,000	1%	30,000	29,712
Replacement of Feed Pump		28,787		-	-	#DIV/0!	-	-
Clean and Video		16,795		15,000	15,000	0%	15,000	15,000
Slipline Repairs		-		10,000	10,000	0%	10,000	10,000
WWTP Upgrade	15,760	19,530		-	-	#DIV/0!	-	-
Sludge Hauling		30,014		60,000	60,000	0%	60,000	60,000
Testing	114	2,802	283	9,717	10,000	3%	10,000	9,717
Chemicals	1,772	24,988	1,722	23,278	25,000	7%	25,000	23,278
Total Sewer System R&M	17,646	132,949	2,293	147,707	150,000	2%	150,000	147,707
Repairs and Improvements Detail:								
Booster Pump Station						#DIV/0!		
Total Repairs and Improvements	-	-	-	-	-	#DIV/0!	-	-

FOREST HILLS METROPOLITAN DISTRICT
2023 Actual and 2024 YTD and Budget
INFRASTRUCTURE REPAIRS/REPLACEMENT FUND
As of January 31, 2024, Preliminary

	2023		2024					
	January	Jan - Dec	January	Feb-Dec	Projection	Actual to Budget	Adopted Budget	Projected Variance Favorable / (Unfavorable)
			Actual	Estimate		Percentage		
Revenue:								
Infrastructure Repair/Maint Fee	-	-	6,195	87,045	93,240	7%	93,240	(87,045)
Interest on Investments	-	-		500	500	0%	500	(500)
Total Revenue	-	-	6,195	87,545	93,740	7%	93,740	(87,545)
Expenditures:								
General Fund Projects								
<i>Replacement Feed Pump</i>				40,000	40,000	0%	40,000	40,000
<i>Repairs</i>					-			-
Total General Fund Improvements:	-	-		40,000	40,000	-	40,000	40,000
Revenue in Excess of Expenditures Before Transfers	-	-	6,195	47,545	53,740	0	53,740	(47,545)
Transfer from Debt Service Fund	-			-			-	
Transfer from General Fund	-			-			-	
Revenues in Excess of Expenditures After Transfers	-	-	6,195	47,545	53,740		53,740	(47,545)
Reserve Funds Beginning of Year	-	-	-	6,195	-		-	
Reserve Funds End of Year	-	-	6,195	53,740	53,740		53,740	(47,545)

FOREST HILLS METROPOLITAN DISTRICT
2023 Actual and 2024 YTD and Budget
CAPITAL PROJECTS FUND
As of January 31, 2024, Preliminary

	2023		January	Feb-Dec	Projection	Actual to Budget	Adopted	Projected Variance
	January	Jan - Dec	Actual	Estimate		Percentage	Budget	Favorable / (Unfavorable)
Revenue:								
Interest on Investments	544	5,978	49	1,951	2,000	2%	2,000	-
	-	-			-		-	
Total Revenue	544	5,978	49	1,951	2,000	2%	2,000	-
Expenditures:								
General Fund Projects								
<i>Road Project</i>	2,363	230,236			-	#DIV/0!	-	-
<i>Pond 5 - Culvert Work</i>	-	11,268	2,925	37,075	40,000		40,000	-
Total General Fund Improvements:	2,363	241,504	2,925	37,075	40,000	0	40,000	-
Revenue in Excess of Expenditures Before Transfers	(1,819)	(235,526)	(2,876)	(35,124)	(38,000)	(0)	(38,000)	-
Transfer from Debt Service Fund		-	-	-			-	
Transfer from General Fund		100,000		250,000	250,000		250,000	-
Revenues in Excess of Expenditures After Transfers	(1,819)	(135,526)	(2,876)	214,876	212,000		212,000	-
Reserve Funds Beginning of Year	750,053	133,792	(1,734)	(1,734)	(1,734)		11,156	
Reserve Funds End of Year	748,234	(1,734)	(4,610)	213,142	210,266		223,156	-

FOREST HILLS METROPOLITAN DISTRICT
2023 Actual and 2024 YTD and Budget
DEBT SERVICE FUND
As of January 31, 2024, Preliminary

	2023		2024					<i>Projected Variance Favorable / (Unfavorable)</i>
	January	Jan-Dec	January Actual	Estimate Feb-Dec	Projection	Actual to Budget Percentage	Adopted Budget	
	Revenue:							
Property Taxes	-	150,384		155,659	155,659	0%	155,659	-
Interest on Investments	20	3,906	54	500	554	11%	500	(446)
Total Revenue	20	154,290	54	156,159	156,213	0%	156,159	(446)
Expenditures:								
Principal Payments	-	107,000		110,000	110,000	0%	110,000	-
Interest Payments	-	39,813		37,195	37,195	0%	37,195	-
County Treasurer Fees	-	2,257		2,500	2,500	0%	2,500	-
Total Expenditures	-	149,070	-	149,695	149,695	0%	149,695	-
Revenue in Excess of Expenditures	20	5,220	54	6,464	6,518	0	6,464	(446)
Reserve Funds Beginning of Year	1,893	5,799	11,019	11,019	11,019	-	8,644	-
Reserve Funds End of Year	1,913	11,019	11,073	17,483	17,537	0	15,108	(446)

	2018	2019	2020	2021	2022	2023	2024
ASSESSED VALUATION	8,958,166	8,963,176	9,276,027	9,288,892	9,291,512	10,161,049	12,452,724
MILLS	36.500	35.500	32.000	32.000	14.500	14.800	12.500
REVENUE	326,973	318,193	296,833	297,245	134,727	150,384	155,659

Forst Hills Metropolitan District
 Estimated Cash Flow
 February 29, 2024

	1/31/2024 Balance	Interfund Transfers	Add: Deposits	Less: Board Checks	Monthly EFTs	Total Cash Available
General Fund						
Ist Bank Checking	\$ 17,222.97					\$ 17,222.97
Less: January o/s checks	-					-
Colotrust (General)	216,336.29					216,336.29
Colotrust (CTF)	5,019.79		15.00		-	5,034.79
Tax deposit (2/10/24)			3,883.48			3,883.48
Transfers In - Monthly Loan Payments W/S Fund - February 2024		2,100.92				2,100.92
Transfers out - February 2024		-				-
February 2024 Checks (A/P as of 1/31/24)				(28,198.04)	-	(28,198.04)
February 2024 EFT payments - utilities					(688.85)	(688.85)
Estimated 02/29/24 available cash in General Fund	238,579.05	2,100.92	3,898.48	(28,198.04)	(688.85)	215,691.56
Water/Sewer Fund						
Ist Bank Checking	189,845.65					189,845.65
Less: January o/s checks	(1,311.84)					(1,311.84)
Transfers out - February 2024		(2,100.92)		-		(2,100.92)
Transfer out to Infrastructure Repairs/Maint Fund		(12,390.00)				(12,390.00)
February 2024 Checks (A/P as of 1/31/24)				(31,592.63)		(31,592.63)
February 2024 EFT payments - utilities					(2,707.83)	(2,707.83)
February 2024 customer deposits made as of 02/29/24 (ESTIMATE)			45,000.00			45,000.00
Estimated 02/29/24 available cash in Water/Sewer Fund	188,533.81	(14,490.92)	45,000.00	(31,592.63)	(2,707.83)	184,742.43
Estimated 02/29/24 available cash in Combined Funds	\$ 427,112.86	\$ (12,390.00)	\$ 48,898.48	\$ (59,790.67)	\$ (3,396.68)	\$ 400,433.99
Estimated 02/29/24 available cash in Capital Projects Fund	\$ 4,585.70		\$ 40.00	\$ (2,925.00)	\$ -	\$ 1,700.70
Estimated 02/29/24 available cash in Debt Service Fund	\$ 11,470.69	\$ -	\$ 50.00	\$ -	\$ -	\$ 11,520.69
Estimated 02/29/24 available cash in Infrastructure Repairs/Replacement Fund	\$ -	\$ 12,390.00	\$ 20.00	\$ -	\$ -	\$ 12,410.00

January 2024 Outsanding Checks:

Cleared Bank				ESTIMATED CASH FLOWS THROUGH 01/31/24:	
General Fund Checking				Estimated General Fund Bank Balance at 01/31/24	\$ 215,691.56
				Total 2024 GF Revenues not received	504,377.00
				Total 2024 GF Expenses/transfers not paid	(545,388.00)
				Less: Jeffco property taxes account for above (paid 02/10/24)	
				- not included in 12/31/24 f/s	
Hamre, Rodriguez, Ostrander & Prescott	11133	1,311.84	2/1/2024	Estimated General Fund Bank Balance at 12/31/24	\$ 174,680.56
Water/Sewer Fund Checking				Estimated Water/Sewer Fund Bank Balance at 01/31/24	\$ 184,742.43
				Total 2024 Water/sewer Fund Revenues not received	557,215.00
				Total 2024 W/S Fund Expenses not paid	(598,523.00)
				Estimated W/S Fund Bank Balance at 12/31/24	\$ 143,434.43
EFT's During February 2024:				Estimated Capital Projects Fund Bank Balance at 01/31/24	\$ 1,700.70
Republic Services - trash	2/15/2024	\$ 192.63		Total 2024 CPF Revenues/transfers not received	252,000.00
Vonage	2/12/2024	40.42		Total 2024 CPF Expenses not paid	(40,000.00)
Ist Bank CC	2/2/2024	455.80		Estimated Capital Projects Fund Bank Balance at 12/31/24	\$ 213,700.70
		\$ 688.85	General Fund	Estimated Debt Service Fund Bank Balance at 01/31/24	\$ 11,520.69
Xcel Energy	2/26/2024	\$ 2,707.83		Total 2024 DSF Revenues not received	156,159.00
		\$ 2,707.83	Water/Sewer Fund	Total 2024 DSF Expenses not paid	(149,695.00)
				Less: Jeffco property taxes account for above (paid 01/31/24)	
				- not included in 12/31/24 f/s	
				Estimated Debt Service Fund Bank Balance at 12/31/24	\$ 17,984.69
				Estimated Infrastructure Repairs/Replacement Fund Bank Balance at 01/31/24	\$ 12,410.00
				Total 2024 IRRF Revenues/transfers not received	77,700.00
				Total 2024 IRRF Expenses not paid	(40,000.00)
				Estimated Infrastructure Repairs/Replacement Fund Bank Balance at 12/31/24	\$ 50,110.00

