



NOTICE IS HEREBY GIVEN that a Regular 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 Wednesday, November 16, 2022 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 2023
Nikki Patrick	Director	May 2023
Ronda Zivalich	District Manager/Secretary	(Staff)

CONSENT AGENDA

- a. CALL TO ORDER
- b. ADMINISTRATIVE MATTERS
 - a. November 16, 2022 Regular Board Meeting Agenda
 - b. Minutes for October 19, 2022 Regular Board Meeting
- c. REPORTS
 - a. Operator's Report
 - b. Engineer's Report
 - c. Manager's Report
 - i. Capital Improvements and Repairs List (W/S)
 - d. Master Planning Committee (Discussion of Existence)
 - i. 2022 Project for Painting the Gatehouse, Bunkers, Gazebo & Restroom/PO Extension - Update
- d. FINANCIAL MATTERS
 - a. Payment of claims for the period ending October 31, 2022
 - b. Unaudited financial statements and cash positions for the period ending October 31, 2022
 - c. 2023 Budget
- e. HOA MATTERS
 - a. Signs/Logo/Colors - Update
- f. APPROVE CONSENT AGENDA

REGULAR AGENDA

- g. PUBLIC COMMENT ON NON-AGENDA ITEMS (3 minutes per person; 60 minutes maximum)
- h. PUBLIC HEARING ON 2023 BUDGET
- i. OLD BUSINESS
 - a. Booster Pump Station/Resolution Authorizing Final Payment - Update
 - b. WWTP Upgrade - Update
 - c. Roadway Project – Update
 - d. WesTest Contract/Chip Seal and CM Bid – Update
 - e. HROD Contract
 - f. Adept Utility Locate Contract
 - g. Pond 4 Leak Sealant 2nd Application – Update
 - h. Snowplow Agreement/Waiver/Shared Driveway Clarification – Update
 - i. Ponds 2 and 3 Water Rights and Reservoir Diligence Review & Documentation
 - j. PFAs and Phosphorus Testing Grant - Update (if any)
- j. NEW BUSINESS
 - a. SaBell's Landscaping Bid/Contract
 - b. Haynie Audit Engagement Letter 2023
- k. ADJOURNMENT

THE NEXT REGULARLY SCHEDULED MEETING: December 12, 2022 at 5:30 P.M. via ZOOM



November 16, 2022 – Agenda Carryover (not for discussion)

ITEMS FOR FUTURE DISCUSSION

- l. Fire Mitigation/Grant Assistance 2023
- m. Potential New Effluent Limits
- n. Irrigation– Entrance/Park
- o. Ponds 4, 5 and 6 Cleaning
- p. Upgrade of Smart Meters on 2G to 4G or Better
- q. Delivery Drivers, Neighboring Communities, and Signage at Back Gates
- r. FHMD Lock on Eastwood Back Gate – Change Code
- s. Fire Evacuation Plan
- t. Pond 6 Liner Damage

RECORD OF PROCEEDINGS

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

October 19, 2022, 5:30 p.m.

Held via conference/Zoom call.

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

QUORUM The meeting was called to order by Chairperson Weinberg at 5:35 p.m. and a quorum was noted.

CHANGE IN ATTENDANCE

Stephen Iskalis arrived at 5:59 p.m.
Gabby Begeman and Nick Marcotte left at 6:05 p.m.

CONSENT AGENDA ITEMS

1. ADMINISTRATIVE MATTERS

- A. Agenda: No changes.
- B. Minutes: September 21, 2022. No changes.

2. REPORTS

- A. Operator's Report: The Operator's report was submitted in the board packet for review. Director Oakley asked for clarification on the cost of replacing the flowmeter at Well 5 and if the cost for a VFD was available rather than continued replacement of the flowmeter. Ms. Begeman noted that each time the meter is replaced it costs \$300, and she would research the cost of installing a VFD. Director Oakley asked for a status on the installation of the remaining smart meters. Ms. Begeman reiterated that it is taking longer because homeowners are not responding to requests (or not allowing access) to their homes. Director Oakley asked for clarification regarding the WWTF crane replacement cost, as compared to the cost of having a contractor come to lift the pump. The crane only lifts about 500 pounds, but the pumps weigh over 600 pounds; and it is not safe for the Operators to replace pumps at this time. There is a possibility of obtaining a grant for the crane, as we had dona for the new barrel lift several years ago, that would help with approximately 50% of the cost. Ms. Zivalich will work with ORC to investigate the grant and report to the Board at the November meeting.

Ms. Zivalich asked Ms. Begeman to provide an estimate for the annual lift station cleaning for inclusion in the 2023 budget.

- B. Engineer's Report (Element Engineering {EE}): The Engineer's report was submitted in the board packet for review. No discussion needed.
- C. Manager's Report: The Manager's report was submitted in the board packet for review. No discussion needed.
- D. Master Planning Committee Report/Minutes: Ms. Zivalich provided the Board an update on the painting of the gatehouse, bunkers, gazebo & restroom. There has been an issue with the painting of all roofs, as the painter did not use primer prior to applying the paint; and therefore the paint did not adhere properly. The painter is working on scraping, sanding, priming and repainting the surfaces. A final walkthrough will be scheduled once complete.

3. FINANCIAL MATTERS

- A. Claims: Through September 2022. Submitted in the board packet for review.
- B. Unaudited Financial Statements: Through September 2022. Submitted in the board packet for review.

4. HOA MATTERS

- A. Homeowner Fire Mitigation Assessment Bid - Update: Chairperson Weinberg will update the Board in November once he discusses the fire mitigation proposal with the HOA Board President.
- B. Signs/Logo/Colors: Chairperson Weinberg will update the Board in November once he discusses the signs, logo and colors for the District with the HOA Board President.

Upon **motion** by Director Oakley, duly seconded by Director Blue, and upon unanimous vote, the Board approved the consent agenda items.

REGULAR AGENDA ITEMS

5. PUBLIC COMMENT

There were no comments by the public.

6. OLD BUSINESS

- A. Adjustment Policy/Catastrophic Water Loss Event: Shortly before the meeting Ms. Zivalich sent out an update from the attorney, regarding the adjustment policy. Director Oakley asked that the other Board members consider using the terminology "monthly period" rather than "30-day period". The Board decided to leave the terminology as "monthly period". Ms. Zivalich asked the Board if there should be concern about using the word "catastrophic". The Board agreed to continue using catastrophic in the policy. After discussion and upon **motion** by Director Oakley, duly seconded by Chairman Weinberg, and upon unanimous vote, the Board approved the Resolution for Catastrophic Water Loss Events. District Management will add the approved policy to the Rules and Regulations.

Ragusa Request for Forgiveness – Based on the Board approved Resolution for Catastrophic Water Loss Events, the Board agreed that Mr. Ragusa’s bill will be adjusted to reflect usage based on the upper tier of his regular monthly usage. Ms. Zivalich will contact the District’s billing company and ask that a final adjustment be made to Mr. Ragusa’s account. Payment should be due within two weeks of the adjustment and late fees will begin after that time.

Baumgartner Forgiveness Request – Mr. Baumgartner has requested forgiveness for two weeks of unexplained increased usage in April 2022. The District consulted with Metron to determine if data could be retrieved from this meter and/or if the meter could have failed and then returned to normal function. Metron determined that if the meter failed, it would under-register usage and would not return to normal function after a period of time. Mr. Baumgartner did not provide receipts for any repairs done as there was no determination that a leak occurred. This situation was not deemed a “catastrophic” event and therefore forgiveness is not approved by the Board. Ms. Zivalich will draft an email to the Baumgartner’s for Chairperson’s approval.

Napp Late Fee Waiver Request – Prior to the Board meeting, Director Robert, in his role as District Treasurer, responded to Mr. and Mrs. Napp, informing them that, based on review of documentation, the District determined they were not late with their regular payments, therefore the District will credit their account for all assessed late fees.

- B. Booster Pump Station Update: Ms. Zivalich informed the Board that a final walkthrough with CDPHE and EE was scheduled for Tuesday, October 25, 2022. Pay Applications #3 and #4 were included in the Manager’s Report. Pay Application #3 had been submitted to the State for reimbursement and will be paid out to RN Civil. once the funds are received by the District. On October 27, 2022, the 30-day notice, regarding subcontractor payments under this contract, would run in the Golden Transcript. Once the 30-day period is over, CDPHE will approve the final Pay App to close out the project.
- C. WWTP Upgrade Update: Mr. Marcotte has asked Fluidyne to provide an updated delivery date for the equipment, of which he will notify ORC and the District upon its receipt.
- D. Roadway Project Update: EE has agreed to take over the construction management for the crack seal portion of the roadway project. A1 had scheduled to complete the crack seal work by the end of the week. Ms. Zivalich asked that Board members drive through the neighborhood to assess the work and report any crack areas that were missed. It was noted that a homeowner was allowed to drive through an area with fresh asphalt, and their car and tires were covered with the material. Ms. Zivalich will work A1 to resolve this issue.

- E. WesTest Contract/Slurry Seal and CM Bid: The slurry seal portion of the roadway project is projected to be completed in the Spring of 2023. Director Oakley informed the Board that WesTest is going to submit a bid to prepare the bid solicitation and provide project construction management services.
- F. Pond 4 Leak Sealant Second Application Update: The second application of the sealant will be applied to Pond 4 on Friday, October 21, 2022. ORC will ensure the pond level is appropriate for the application but cannot ensure the sealant is being applied properly. It is noted that the manufacturer does not have representatives in Colorado to assist Boulder Ponds with the application. They did, however, provide application recommendations to Boulder Pond for consideration.
- G. Snowplow Agreement/Waiver/Shared Driveway Clarification Update: Director Blue completed research through the County, regarding private drives and/or shared driveways and had provided findings to members of the Board. It appears there are additional private shared driveways in the District that were not reflected on the County's maps. After discussion, and in light of the new information, the Board agreed to redrafting of the snowplowing agreement. Director Robert will redraft the letter and waiver, and send it to the other Board members for their review and input.
- H. Ponds 2 and 3 Water Rights and Reservoir Diligence Review & Documentation: Ms. Zivalich set up a meeting with RESPEC to further discuss Ponds 2 and 3 water rights. The Board agreed to move forward with obtaining a plan to maintain water rights for Ponds 1A, 1B, 2, 3 and 7. Ms. Zivalich will ask HROD to prepare the plan for the District. Chairperson Weinberg asked that the plan be reviewed by RESPEC. Director Oakley later found documentation that states the District has until December 31, 2024 to document their due diligence and maintain their water rights for these ponds. Ms. Zivalich will confirm the filing date with both HROD and RESPEC.

7. NEW BUSINESS

- A. 2023 DRAFT Budget: On behalf of the Budget Committee, Director Oakley reviewed the 2023 draft budget with the Board. A public hearing will be held at the November meeting, and notification thereof will be advertised in the Golden Transcript, posted on the website and emailed to the homeowners/residents. The rates discussion will be advertised in the Golden Transcript to be discussed at the December meeting. The Board agreed to move the December meeting from December 21 to December 12.
- B. HROD Contract: At the end of 2022.-, Mr. John Dingess will be retiring and Austin Hamre will be taking over as the District's water rights counsel. HROD noted that there will be an hourly fee rate increase and provided the District with a new contract, which was in turn provided in the board packet. Director Oakley reviewed the contract and noted that there should be some minor changes to the agreement; and he would send them to Ms. Zivalich for discussion with HROD.

- C. Adept Utility Locate Bid: Director Oakley asked that clarification be made in the agreement as to the scope of the work to be performed. Once updated, the agreement will be reviewed by our general legal counsel and reconsidered for approval at the November meeting.

8. ADJOURNMENT

Upon **motion** by Chairperson Weinberg, duly seconded by Director Blue, 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 8:37 p.m. The next regular meeting is scheduled for November 16, 2022, via conference call, beginning at 5:30 p.m.

THESE MINUTES ARE APPROVED AS THE OFFICIAL, OCTOBER 19, 2022, 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

ENGINEER'S PROGRESS REPORT

TO: Forest Hills Metropolitan District
FROM: Element Engineering, LLC
DATE: November 16, 2022
SUBJECT: Progress Report on Current Projects – **New Items Bold**

GENERAL ENGINEERING

FHMD requested that Element Engineering prepare a grant for PFAS testing. A draft of this grant request has been sent to district staff for review and comment. The application is attached to this report. Note that this is a draft that is being reviewed by staff and may change based on staff and/or board comment.

The PFAS grant has been submitted to CDPHE and the grant has been awarded to the district.

WASTEWATER TREATMENT PLANT IMPROVEMENTS

The Forest Hills Metropolitan District WWTP discharge permit was recently issued by CDPHE. This discharge permit includes more stringent ammonia and E. coli limits and new limits for Total Inorganic Nitrogen (TIN). These limits become effective September 31, 2023, August 31, 2020, and August 31, 2023, respectfully. The district's WWTP is capable of, and currently meets ammonia and E. Coli limits. Modifications to the WWTP are necessary to meet TIN limits.

The discharge permit also includes a compliance schedule with deadlines to meet the new TIN, Ammonia, and E. Coli limits. Note that ammonia and E. Coli limits are being met. In order to meet these compliance schedules Element has met with district staff (management and operators) to determine possible operational and physical changes/updates to the WWTP with the overall goal being to meet limits with minimal capital improvements to the plant.

The new TIN limit becomes effective August 31st, 2023. Therefore, all improvements to the facility must be completed before that. However, we recommend a period of time for the operator to tweak changes and show compliance prior to the actual CDPHE deadline. Therefore, we recommend the following schedule:

- Design of Upgrades (Working with Fluidyne, and ORC): July 2021
- Finalize Design of Upgrades, Bid Improvements, and Begin Construction Work: March 2022
- Finalize Construction Work: July 2022
- Operational Proving Period: July 2022 – July 2023

There are three reporting deadlines associated with the project as required in the permit, these are: August 31, 2021, August 31, 2022, and February 29, 2023. CDPHE has set these dates envisioning that a



full design submittal must be completed and approved through the engineering section. However, modifications required are minor enough that Element does not believe CDPHE approval is necessary.

Element Engineering has submitted the August 31, 2021 report to CDPHE. Also, the district has authorized Element Engineering to proceed with design of the necessary improvements. Element has held a pre-design meeting with Fluidyne to discuss design aspects of the improvements. Also we have requested an updated proposal equipment proposal from Fluidyne.

In late 2018 the Fluidyne equipment only was proposed at \$51,969.00. Adding 30% to that due to inflation and adding cost for installation, startup, etc. we would estimate construction and equipment to be approximately \$90,000 to \$100,000. As the project is over the statutory \$60,000 limit for bidding, We would also add \$9,500 for bidding services. Finally, if the board would like us to provide construction oversight, an estimated budget of \$6,500 is expected to be sufficient.

Element is currently working on design of the necessary upgrades. Work has included coordination and design meetings with the equipment manufacturer and work on tank modifications. Element has engaged our electrical and structural engineering team for design. Necessary site meetings will be coordinated with ORC. We expect project bidding will be completed in early summer.

The project design is proceeding on schedule based on bidding in early Summer 2022. Draft plans for the project are attached to this email. These plans will be internally reviewed and finalized for bidding in approximately 1-week.

Upon receiving direction on project bidding (owner procured equipment vs contractor procured equipment) Element will prepare a bid package and an owner-contractor agreement, as well as technical specifications. It is recommended that the district's attorney review the owner-contractor agreement prior to bidding. Bidding is anticipated to take place in July.

Note that we are recommending bidding of the project based on the assumption that the installation of the equipment including electrical work will be above the Colorado Statute requirements that any project over \$60,000 must be publicly bid.

We have received updated equipment proposals from Fluidyne and proposals for the proposed access hatches. These proposals are attached.

The project contract and bid documents have been completed and provided to the district for review by the district's attorney. The project bid schedule is as follows:

Advertisement Published:	Week of July 18 th
Plans and Specifications Available:	July 25 th at 10:00 AM
Non-Mandatory Pre-Bid Meeting (At Project Site):	August 3 rd at 10:00 AM
Last Day to Request Interpretation of Documents:	August 5 th at 10:00 AM
Last Day to Issue Addendum:	August 8 th at 10:00 AM
Bid Opening:	August 12 th at 10:00 AM



Notice of Award (Estimated): August 24th

Notice to Proceed (Estimated): September 7th

The Work is to be substantially complete within 168 days after the date when the Contract Times commence, and completed and ready for final payment within 182 days after the date when the Contract Times commence to run. These timelines are contingent upon delivery of owner-procured equipment, which has an estimated delivery window of November 30th, 2022. Upon delivery of all owner-procured equipment, there are eight (8) weeks to achieve substantial completion. Upon substantial completion, there are two (2) weeks for final completion. If owner-procured equipment delivery is delayed, the substantial completion timeline will be extended accordingly.

Bid opening was held on August 12th. The following were the results of the bid opening:

Total Bid	
Contractor	Total Bid
Barnard Structures	\$86,693.42
Glacier Construction	\$117,880.00

Element recommends awarding the project to Barnard Structures. Also, Barnard Structures has agree to be flexible with the construction schedule to assist with district budgeting and payment. The district is currently working on funding for the project. Our next step is to issue the Notice of Award.

Notice of Award and Notice to Proceed has been issued to Barnard Structures and we have received the performance and payment bonds. Also, the Owner-Contractor Agreement has been fully executed and the district manager has been provided with an electronic copy.

The contract schedule is as follows:

Notice to Proceed: September 29, 2022

Substantial Completion: March 16, 2023

Ready for Final Payment: March 30, 2023

Element has executed a construction phase services purchase order with the district and will review submittals as they are received.

WATER BOOSTER PUMP STATION REPLACEMENT PROJECT

The punch list has been completed by the contractor and a final walkthrough is scheduled for October 14, 2022. If all punch list items have been completed, the advertisement for final payment can be sent to the paper of record.

The district has been provided with Pay Application No. 3 and Pay Application No. 4 (final) as well as Change Order No. 4 which is a deductive balancing change order of \$16,500. This deduction is for contingency line items such as rock excavation and removal and replacement of unsuitable subgrade that were not used on the project.



ROADWAY SYSTEM IMPROVEMENTS

The roadway project has been substantially completed. Striping was to be completed as of November 9, 2022. Stop bars have been laid down, however, there was frost on the ground at this time, so striping could not be accomplished at that time.

The district will be required to advertise for final payment. 30-days after the advertisement is posted in the local paper of record final payment can be released.

UTILITY LOCATES

A utility locate log is attached to this report. Element is requesting that the district work to secure a separate contractor to complete utility locates. We appreciate being able to complete the locates for the past several years, but we have decided to move away from this service and focus on our core business of water and wastewater engineering.

General

Agreements

The following contracts/POs were issued in September:

- Boulder Ponds – 2nd Sealant Application
- EE – WWTP CM Services
- EE – A1 Contract Closeout for Road Work

Haynie has provided an audit engagement letter for 2023. This is included in the board packet for discussion and approval by the Board.

2023 Draft Budget

The budget committee has finalized the 2023 budget and included in the board packet and provided rate increase scenarios of 10% and 15% for the Board's consideration. This will be further discussed during the Board meeting and a Public Hearing will be held.

Invoices/ACH/Autopay Payments

Invoices were reviewed and approved on November 10, 2022.

Billing

Billings were reviewed and approved on November 9, 2022. Adjustments have been made to the two accounts and an adjustment denial was sent to one account. RKZ has begun the process of filing a lien on another account as the renter has not adhered to the agreed payment plan and has paid nothing since August. RKZ will contact two other accounts who are 90 days past due.

Repairs & Capital Improvements List

Updates were made to the list to include new projects and budget items. Completed projects were removed to a separate sheet to clean up the list.

Fire Mitigation Assessment and Grants

Grants may be available from the Colorado State Forest Service – Natural Resources, CDPHE, BLM, and others. Bjorn Dahl would assist in obtaining any grants to which FHMD would qualify. RKZ has been unable to contact Mr. Dahl at this point for associated costs for grant assistance. It was reported that the HOA declined to pay for homeowner focused fire mitigation assessments and noted that each homeowner should be responsible for the cost of having an assessment completed on their property.

Private Road Access for Snow Plowing and Damage Waiver

The agreement letter was discussed at the October meeting and the Board asked that Director Robert rewrite the letter and waiver with more favorable language. At this point, Noble is still being directed to clear shared drives until this is resolved.

Locates Contract

RKZ has provided the Adept Locate contract to the attorney for review. It is recommended that the Board approve this vendor and a FHMD contract will be completed, and Adept's contract will be attached as an Exhibit.

Bear Creek Watershed Association

RKZ attended the association meeting on in October and November 2022. The only notable update from CDPHE is that they have decided to send the TMDL draft to the EPA between March and May 2023, before it is provided to the Association and a public hearing is held. The EPA then has 60 – 90 days to review and respond. Unfortunately, they may approve it in part or wholly without the Association's input. Once the EPA review is completed, CDPHE will provide the draft to the Association and a public hearing will be held. We then have 30 – 60 days to respond. CDPHE has also said they will not provide the models that were run to the Association for our review. BCWA is concerned that there is not enough time to recreate the models to verify the information. It was noted that this report has been delayed for over three years.

Website

All inquiries are being responded to in a timely manner and updates occur regularly.

Community Correspondence

Eblasts went out regarding work in the community.

HOA Matters

Director Oakley attended the HOA meeting in October and reported that they did not discuss signage, logos and colors. Some homeowners complained about crack seal material getting on their cars/tires and were directed by Director Oakley to contact the District Manager.

Water

Water Treatment Facility

All routine sampling has been completed and limits are in the acceptable range.

PfAs and Phosphorus Testing Grant

Samples have been taken and have been submitted to the lab for analysis. RKZ submitted the first invoice package for payment. Test results have not been received from HDR and are not anticipated for several more weeks. RKZ is working on a legislative project report for this project which is due on December 1, 2022.

Booster Pump Station

RN Civil's pay applications #3 and #4 have been approved by CDPHE and the WQCD and funds have been transferred to FHMD. The final payment on pay app 4 is being held until December 1, after the notification period. RKZ is working on submitting ORC and EE invoices for payment by CDPHE. Part of the documentation needed is a Resolution Authorizing Final Payment for the Project. This document is included in the board packet for approval by the Board. Once these documents are completed and final paperwork has been submitted, CDPHE will close out this project. As we did not use the entire amount of the supplemental loan, a revised payment schedule will be completed and the 2023 budget adjusted.

Ponds

Boulder Ponds applied the second application of sealant according to the manufacturer's specifications. ORC has noted that the leak appears to have slowed and appears as a wet, soggy spot, rather than dripping. Unfortunately, it will not be possible to fully realize if the second application was successful until next Spring.

Curb Stops

There were two curb stops located in October. The spreadsheet has been updated and included in this report.

Smart Meters

Cell service continues to be an issue for several residents. ORC replaced one meter, but this home has reception issues and requires an extension antenna. ORC is working with the homeowner to complete the installation. Updates were made to the meter tracking spreadsheet which is attached to this report.

Water Rights

No oppositions were filed in October. Director Oakley and RKZ reviewed the HROD contact and provided them with suggested updates/changes. HROD is reviewing said changes and will hopefully provide an updated version for the Board's approval at the November meeting. RKZ is working with HROD and RESPEC to obtain a plan for maintaining water rights on Ponds 1A, 1B, 2 3, and 7. The due diligence is not due until December 2024, therefore HROD and RESPEC will work on the plan in 2023 so we can budget in 2024 for any work that needs to be completed before the diligence filing.

Wastewater Treatment Facility

Improvements to Meet Effluent TIN

A PO was executed with Element Engineering for construction management services for this project. No further updates are noted at this time.

Roads

Road Repair, Design & Construction

A1 completed crack seal work, striping, stop bars and crosswalk painting. EE is working on closing out the contract. A 30-day notice will need to be advertised for final payment to A1 under this contract. This project should be closed out by the end of the year.

WesTest has provided a proposal to provide bid solicitation documents and construction management oversight for the chip/slurry seal work next Spring. They anticipate having this ready by the November meeting. The proposal is attached to this report and will be further discussed during the meeting.

Facilities

Painting Project

Colorado Painting is struggling with painting of the roofs. The paint continues to bubble and peel requiring stripping the paint, repriming and recoating those areas. Unfortunately, the paint continues to fail. On a walk through in late October with Colorado Painting, they requested an extension to the PO to next May, proposing that they redo the painting of the roofs in the Spring when temperatures and conditions are more favorable. Their letter requesting the extension is attached for the Board's consideration. They have also asked for the Board to consider a partial payment for work successfully completed under the PO. This will be further discussed during the meeting.

Landscaping Proposal

Several landscaping contractors were contacted to provide bids for landscaping services to the District. One responded with a proposal which is attached for the Board's consideration. The proposal has been provided to the attorney for her review to ensure the proposal can be attached to the District's standard contract as an Exhibit. Her review should be completed by the Board meeting.

Gates

There are no current issues to report.

Description	Cost Estimate	Budgeted?	Date Scheduled	Date Completed	Notes
Water					
Pond 6 aeration improvements	\$ 15,000	No			Low priority
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
Ponds 4 and 5 Dredging/Cleaning	\$ 60,000	Yes	winter/spring 2023		
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
Recirculation Pump replacement					
Well Replacement (every two years)	\$5,000	2023			Well 5
Videoring of piping (upper community)	\$15,000	Yes	Spring 2023		
Main Line Repairs (one each year)	\$5,000		Summer 2023		Hill & Dale
BPS Handrail Extension		Yes	Summer 2023		
PRV maintenance	\$1,000				estimated budget every year
Wastewater					
WWTP TIN Permit Limit		No	01-Mar-2023		project awarded
Pump Lift Crane		No			lift 600 lbs
Repair WWTP building roof	\$ 20,000	No			On hold
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 equipment
Repairs to Collection System					
Consider aerobic digester		No			Run ROI versus sludge hauling
Piping Service Line (2/year)	\$ 20,000	Yes			
Augmentation Pond					
Wastewater plant - CIP					
Roads					
Rumble Strips at Nakota and Forest Hills Drive		Yes			
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 FH Entrance			2023		
Landscape improvements at Park	\$ 15,000	Yes	2023		redo of irrigation system and reseed lawn
Repair leak at sink in Gatehouse	\$ 500	No	2023		
Rules signs at Pond 6	\$ 500	No			Draft signs in development
Refurbish Large Riva Chase Sign on Hill and Install new lights		No	2022		
Fire mitigation assessment on District property	\$ 35,000	Yes	2023		
Fire Mitigation services	\$ 50,000	Yes	2023		
Fire mitigation assessment on private owner property	\$ 20,000	Yes	2023		The board will decide in 2022 if they want to pay for this
Painting bunker sign, gatehouse, park gazebo and restroom roof	\$ 13,000	Yes	2022		work partially completed in 2022, extend PO to May 2023 to repair bubbling on roofs
GIS System					

FOREST HILLS METROPOLITAN DISTRICT
RESOLUTION AUTHORIZING FINAL PAYMENT OF
BOOSTER PUMP STATION REPLACEMENT PROJECT

WHEREAS, the Forest Hills Metropolitan District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, Colorado Revised Statutes; and

WHEREAS, the District entered into a contract with RN Civil Construction for the project known as the Booster Pump Station Replacement Project (“Project”); and

WHEREAS, this project was for the replacement of the District’s existing booster pump station with a new booster pump station, vault, controls and associated piping; and

WHEREAS, according to the District engineer, work under this contract has been completed satisfactorily and in conformance with the requirements of the contract; and

WHEREAS, the District engineer recommends final payment to the contractor.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Forest Hills Metropolitan District Board that:

1. RN Civil Construction will be paid \$27,012.20 as the final payment for the Project performed within the District as recommended by the District engineer.
2. Mechanic’s lien waivers have been received from all contractors and subcontractors providing labor or materials for the contract work.
3. No claims based upon latent or currently unknown defects in the construction are waived by the adoption of this Resolution.
4. No warranty claims or the right to a warranty claim is waived by the adoption of this Resolution.
5. The District’s payment for such work shall not be construed to operate as a waiver of any rights or benefits provided to the District under the contract.

Adopted this ____ day of October, 2022.

FOREST HILLS METROPOLITAN DISTRICT

By _____

Craig Weinberg, Chairman

Attest:

Ronda Zivalich, Secretary

January 4, 2020
Revised October 21, 2022

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

Attention: Mr. Michael P. Oakley

Subject: Revised Scope of Services and Fee Proposal
Engineering and Construction Management Services
2023 Road Repair Project – Chip Seal
Forest Hills
Jefferson County, Colorado
WesTest Proposal No. P91120

Gentlemen:

WesTest, LLC is pleased to provide this proposal to develop construction packages for pavement rehabilitation and maintenance for the roadways within Forest Hills, Jefferson County, Colorado. This proposal is in response to your Request for Letters of Interest for Engineering and Construction Management Services dated December 2, 2020.

PROJECT CHARACTERISTICS

The existing roadways within Forest Hills consist of approximately five miles of two lane rural mountainous roads twenty-two to twenty-four feet in width. The pavement is approximately thirty years old and exhibits normal weathering. In addition, there are some distressed areas consisting mainly of moderate to high frequency transverse/thermal cracking, minor unconfined edge cracking, minor subgrade failures and minor utility trench settlement. It is our understanding the District owns the roadways and is responsible for all maintenance. The full depth repairs and thermal crack repairs have been completed and the remaining scope of work consists of a chip seal on all roadways.

The Metropolitan District's purpose is to restore the pavement to a Pavement Condition Index of satisfactory to good. ASTM D6433, *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys*, defines this as a PCI of at least 70. The district's objective is to accomplish this condition by repairing pavement cracks, repair and replace settled areas and intersection fillets, and apply a high-quality surface treatment after repairs have been completed and the repaired areas have had an opportunity to cure.

SCOPE OF WORK

WesTest's proposed scope of services will include the following:

- Prepare one construction package for chip seal construction recommendations, which may include:
 - Pricing/Delivery Information
 - Scope of Work, Detailed Bid Schedule with Estimated Quantities for Bid Items
 - Special Provisions to Standard Specifications
 - Special Specifications
 - Supplement to General Requirements
 - Contract Time

- Construction Plan Sheets, Construction Notes, and Quantities.
- Generate a Construction Contract based on the FMHD standard contract and terms that includes project specific pay items based on unit prices.
- WesTest will coordinate advertising the project for bid, review the bids and make a recommendation to the Metro District. Any costs for project advertising will be directly passed through to the District.
- Provide construction management during chip seal construction.
 - Provide on-site personnel to inspect construction and verify compliance with contract documents.
 - Document daily activity to allow verification of contractor's pay applications.
 - Review change order requests to evaluate the validity of the request.
 - Provide materials quality assurance testing to satisfy generally accepted industry standards.
 - Initiate final closeout upon completion of the project.
 - Review of retainage and final pay statement.
 - Ensure warranty-related items have been taken care of.

FEES

The fee for our services described above will be as summarized below. We anticipate a not to exceed budget of approximately \$6,500.00 will be required to provide the construction package development for chip seal and construction observation/management. The construction phase services are based on an anticipated 3 day construction time period and will be billed based on actual hours and unit rates applicable to the pavement rehabilitation, maintenance and/or reconstruction.



January 4, 2020
Revised: October 21, 2022

ENGINEERING AND CONSTRUCTION MANAGEMENT FEE PROPOSAL

Forest Hills Metropolitan District
Forest Hills, Jefferson County, Colorado
WesTest Proposal No. P91220

	Estimated Hours/Unit		Rate/Unit	Total Cost
CONSTRUCTION PACKAGE DEVELOPMENT / MEETINGS				\$2,800.00
Staff Engineer or Staff Geologist	4 hours	@	\$125.00 /hour	\$500.00
Technician	4 hours	@	\$75.00 /hour	\$300.00
Principal Engineer	8 hours	@	\$250.00 /hour	\$2,000.00
CONSTRUCTION PHASE SERVICES - CHIP SEAL				\$3,656.00
Staff Engineer or Staff Geologist	12 hours	@	\$125.00 /hour	\$1,500.00
Inspector, Construction observation / documentation, sampling	24 hours	@	\$75.00 /hour	\$1,800.00
Mileage	80 miles	@	\$0.70 /hour	\$56.00
Washed Gradation of Aggregate	3 each	@	\$100.00 /mile	\$300.00
PROJECT TOTAL				\$6,456.00

AUTHORIZATION

Above prices and specifications are satisfactory and are hereby accepted.
WesTest is authorized to conduct the work in accordance with this signed proposal.

(Signature)

(Date)

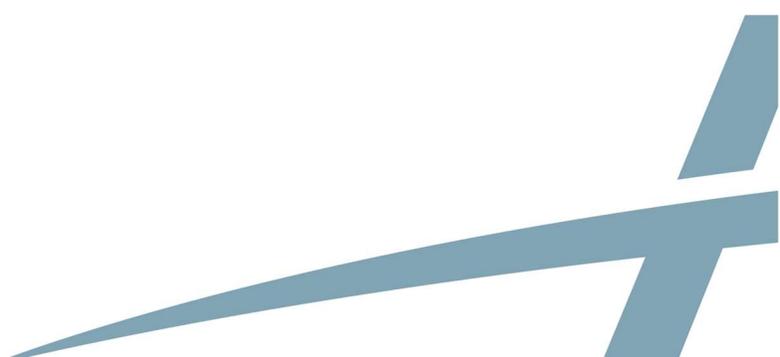
We appreciate the opportunity to provide this scope of services and proposal and look forward to working with the Forest Hills Metropolitan District to help improve the quality of the infrastructure within Forest Hills.

If you have any questions on this scope of work or fee estimate, please contact me at your convenience.

Sincerely,
WesTest, LLC

A handwritten signature in blue ink, appearing to be 'R. Maphis', with a long, sweeping flourish extending to the right.

R. "Woody" Maphis
Area Manager





www.a-1chipseal.com

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

Attention
Mike Cervi
(303) 975-9959
mcervi@westest.net

Date
06/19/22
 Proposal #
30078

Proposal for
Forest Hills Drainage Improvement and Road Repair Project - Various Locations - Golden

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 Chipseal Roadways: Schedule A				
01	Chipseal 1/4" Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications. Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blade, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	31,936 SY	\$4.40	\$140,518.40
Accepted _____				Total for Option# 1 \$140,518.40
Option# 2 Chipseal Roadways: Schedule B				
01	Chipseal 1/4" Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications. Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blade, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	34,924 SY	\$4.40	\$153,665.60
Accepted _____				Total for Option# 2 \$153,665.60
Option# 3 Slurry Seal Roadways: Schedule A				
01	Slurry Seal Type II Slurry in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications. *Slurry is a rigid product this product will have reflective crackin, scuffing and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.	31,936 SY	\$3.50	\$111,776.00
Accepted _____				Total for Option# 3 \$111,776.00

Option# 4 Slurry Seal Roadways: Schedule B

01 **Slurry Seal** 34,924 SY \$3.50 \$122,234.00
Type II Slurry in place on existing asphalt pavement.
*All labor, material, equipment, and traffic control necessary shall be furnished.
*All work shall be done in accordance with the Standard Specifications for Slurry Seal Applications.

*Slurry is a rigid product this product will have reflective crackin, scuffing and aggregate shedding. The benefits of this product are that it will reduce oxidation, slow water damage, extend the life of the pavement, and beautifies the surface area.

Accepted _____ **Total for Option# 4 \$122,234.00**

Additional Charges If Required :

- *This Proposal is based on mobilizations listed in proposal descriptions.
- *Additional mobilizations add \$2,000.00
- *Weekend Charge \$550 and up each day.
- *If existing asphalt or concrete is thicker than proposed depth additional cost will apply price per SY inch.
- *Concrete removal is based on existing concrete not having any reinforcement, if reinforcement is encountered additional charges will apply.

Notes:

- *Any soft or unstable areas will be corrected on an hourly basis at the direction of the Owner Representative.
- *We cannot guarantee positive drainage on existing or proposed areas less than two percent (2%) fall/slope, consequently no warranty will be provided if these conditions exist.
- *This work can be scheduled only after receipt of signed contract.
- *The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.
- *Pricing for this quotation is applicable for 30 days from date of quote.
- *Final billing will be based on actual field measured quantities installed.
- *Due to current unstable oil markets the price of asphalt may change at time of paving.
- *Due to the volatility of labor, fuel, asphalt materials, trucking, subcontractors, and emulsions, pricing is subject to change. You will be notified of any increases to obtain approval prior to mobilization of crews.. Thank you for your patience and understanding. We consider you a valuable customer and we will take every step to make this a last resort.
- *Any changes will be documented by AC supplier and a direct price increase will apply.
- *Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

**All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 811 guidelines.

Exclusions:

*Bonds (add 1%), permits, lab and field testing, engineering fees, surveying, striping, traffic control, and utility adjustments or utility relocation.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: Mallory Bitzer

Mallory Bitzer
(303) 419-3956
mbitzer@a-1chipseal.com

Accepted by: _____ Date: _____
Authorized Agent(s)

Phone: 303.464.9267 Fax: 303.464.9261
2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.
14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.
15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.
16. If contract is completed except for the installation of the striping, then the Owner shall only have the right to hold 10% of the Contract price until that part of the work is completed.
17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.

CHIP SEAL SPECIFICATION

DESCRIPTION

The Contractor shall furnish all labor, equipment, material, supplies, environmental protection, no parks, raised markers, signage, traffic control, secondary sweeping, and other incidentals necessary to provide an application of polymerized emulsified asphalt, cover coat aggregate and a Fog Seal to an existing roadway surface.

MATERIALS

Latex Modified Emulsion: Latex Modified Cationic Rapid Set emulsion (CRS-2R) shall be an emulsified blend of asphalt, water, emulsifiers, and latex polymer. The emulsion shall contain a minimum of three percent (3.0%) styrene-butadiene latex rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for application through a distributor truck. The emulsified asphalt shall conform to the following requirements:

Tests on CRS-2R Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50 C, sec, (a)	50	450	ASTM D 244
Storage Stability Test, 24-h, % (a)		1.0	ASTM D 6930
Demulsibility, 35 ml, 0.8% Dioctyl Sodium Sulfosuccinate, %	40		ASTM D 6936
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Oil Distillate, by Volume of Emulsion, %		3.0	AASHTO T 59
Residue, %	65		AASHTO T 59
Tests on Residue (b)			
Penetration, 25 °C, 100g, 5s, dmm	70	150	ASTM D 5
Ductility, 4 °C, 5 cm/min, cm	40		ASTM D 113
Solubility in Trichloroethylene, % (c)	97.5		ASTM D 2042
Toughness, in-lb	90		ASTM D 5801
Tenacity, in-lb	45		ASTM D 5801

The specification for CRS-2R is in accordance with the material properties and test methods as specified by ASTM, AASHTO, and CDOT.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.

- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

Polymer Pre-Modified Base Emulsion: Polymer Modified Cationic Rapid Set emulsion (CRS-2P) shall be an emulsified blend of polymer modified asphalt, water, and emulsifiers. The emulsion shall contain a minimum of three percent (3.0%) styrene-butadiene (SB) or styrene-butadiene-styrene (SBS) polymer by weight of asphalt cement. The asphalt cement shall be polymer modified prior to emulsification using a block SB or SBS co-polymer. The emulsion standing undisturbed for a minimum of 24 hours shall show no white, milky separation but shall be smooth and homogeneous throughout. The emulsion shall be pumpable and suitable for application through a distributor.

Tests on CRS-2P Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50°C, sec, (a)	50	450	ASTM D 244
Storage Stability, 24-hr, % (a)		1.0	ASTM D 6930
Demulsibility, 35 ml, 0.8% Dioctyl Sodium Sulfosuccinate, %	40		ASTM D 6936
Particle Charge	Positive		ASTM D 244
Sieve, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Oil Distillate by Volume of Emulsion, %		3.0	AASHTO T 59
Residue, %	65		AASHTO T 59
Tests on Residue (b)			
Penetration, 25 °C, 100g, 5s, dmm	70	150	ASTM D 5
Solubility in Trichloroethylene, % (c)	97.5		ASTM D 2042
Toughness, in-lb	70		ASTM D 5801
Tenacity, in-lb	45		ASTM D 5801

The specification for CRS-2P is in accordance with the material properties and test methods as specified by ASTM, AASHTO, and CDOT.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T 59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

Cover Coat Material: The chip or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed gray granite

with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96.

The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used and shall conform to the following gradations.

Gradation Table - Cover Coat Aggregate (percent passing)

Sieve Size	½" Chip	3/8" Chip	1/4" Chip
1/2"	95-100	100	100
3/8"	0-60	95-100	100
1/4"	0-10	0-35	95-100
No. 8	0-3	0-3	0-3
No. 200	0-1.0	0-1.0	0-1.0

CONSTRUCTION REQUIREMENTS

Equipment: The size and condition of all equipment shall be approved prior to construction. Should equipment be unsatisfactory for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the following minimum requirements.

Bituminous Distributor: A minimum of two like distributors shall be used on this project. The distributors shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallons per square yard over a variable width up to twenty feet in a single pass. The uniformity of the distributors shall not vary by more the two-hundredths gallons per square yard. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributors shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

Aggregate Spreader: The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to 20 feet in a single pass. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized application controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate controlled aggregate spreader shall be required.

Rollers: A minimum of two self-propelled pneumatic tired rollers shall be used on the project unless

otherwise requested by the Project Manager. The rubber tired rollers shall have a gross load adjustable to apply 200 – 250 pounds per inch of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 miles per hour.

Sweepers: A minimum of two vacuum designed sweepers having only negative air pressure at the road surface capable of removing excess aggregate and debris material shall be used on this project. The body hoppers of the vacuum sweepers shall be a minimum capacity of ten cubic yards, and the negative air pressure at the intake shall be rated at 46 inches of negative water pressure. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. No mechanical pick-up brooms will be allowed on the project. Any areas adjacent to the project where a vacuum broom cannot access, shall be removed by the use of a blow pack. No mechanical pick-up brooms will be allowed on the project.

MATERIAL APPLICATION RATES

Material	1/2" Chip Seal	3/8" Chip Seal	1/4" Chip Seal
CRS-2P Chip Seal	.42-.46 Gal/SY	.36-.40 Gal/SY	.32-.36 Gal/SY
Fog Seal	.12 Gal/SY Minimum	.11 Gal/SY Minimum	.10 Gal/SY Minimum
Cover Coat Aggregate	20 -25 lbs/SY	17 - 23 lbs/SY	15 - 20 lbs/SY

The specific emulsion and cover aggregate application rate shall be determined using factors such as surface temperature, traffic volume, existing road condition and time of year. The Contractor may alter the application rate at any time during the course of the construction upon approval by the Project Manager.

Manholes, Valve Boxes and Existing Thermo Markings: Manholes, valve boxes and thermo markings shall be covered with an approved material during the operation and shall be removed immediately after the street has been Chip Sealed and Fog Sealed. The Contractor is responsible for locating all exposed manholes, valve boxes and thermo markings prior to Chip Sealing.

Weather Limitations: The Chip Seal shall not be applied when the pavement is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. No Chip Seal shall be applied if either the pavement or air temperature is below 55°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 50°F (7°C) and rising.

EXECUTION OF THE WORK

Surface Preparation: The Contractor shall be responsible for all measures required providing a thoroughly clean and dry pavement surface including vegetation removal and sweeping prior to the Chip Seal application. The Contractor shall observe the condition of the pavement prior to bidding to determine the work necessary to provide a clean, dry pavement for construction and shall include

the work necessary in the bid.

Application of Bituminous Materials: The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 160° F.

The quantity of emulsion per square yard shall be as specified herein and agreed upon with the Project Manager. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.

Application of Cover Coat Aggregate: The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The quantity of cover coat aggregate per square yard shall be specified herein and agreed upon with the Project Manager. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material.

Rolling: Initial rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 10 miles per hour.

Sweeping and Fog Seal: Within 24 hours after application, excess aggregate shall be swept from the roadway and adjacent areas. Excess aggregate that is clean may be stockpiled and re-used in subsequent locations at the discretion of the Project Manager. After the initial sweep is complete and all loose aggregate is removed from the street, Fog Seal will be applied to the surface of the Chip Seal. The polymer modified Fog Seal or approved equal emulsion shall be diluted 40 percent with water. The application rate shall vary between 0.10 and 0.12 gallons per square yard as deemed necessary by the Contractor and Project Manager.

Traffic Control: A traffic control plan approved by Project Manager will be required before any work commences. Temporary raised pavement markers will be installed as needed, at a minimum of 40' spacing. The cost of signage, markers and traffic control necessary to complete this project shall be included in the unit price of the Chip Seal.

Public Notification: The Contractor shall distribute an approved information flyer to all residents adjacent to the project no more than two weeks prior to the anticipated start of construction. A local telephone number will be located on the flyer and manned 24/7 until the contract is completed. No parks are to be provided by the contractor 24 – 48 hours prior to the commencement of the work. The cost of public notification shall be included in the unit price of the Chip Seal.

Method of Measurement & Payment: The Chip Seal shall be measured and paid for by the square yard sealed and accepted by the owner. Payment shall be full compensation for the Chip Seal work completed in accordance with the above specifications.

PAY ITEM

PAY UNIT

Chip Seal

S.Y.

Ronda,

Thanks for meeting with me on site yesterday. It is most unfortunate that we *still* are experiencing paint failure. I appreciate your patience as we sort through these multiple days, we have had to recoat the failed areas.

I am adding Trevor Marshall, the President of my company, to our email so he can be kept in the loop with this process. Attached are photos of the failing areas. You will notice they are all in shadow during the day and never receive direct sunlight this time of year.

Recapping our conversation from yesterday, I do not think we can resolve this problem currently with the season transition. I would like to revisit this in the late spring when we will have warmer overnight conditions and hopefully direct sunlight during the day.

From our walk and rough percentages:

1. The two structures at the park are at 100 percent.
2. The guardhouse is at 90 percent. We need to prime and recoat the north side of the lower roof.
3. The two bunkers are at 70 percent. We need to prime and recoat the north side of the roofs.
4. The RIVA sign on the hill is at 95 percent. We need to prime and recoat some areas on the north side of the roof.

My proposed solution is to scrape away the bad areas, re-prime with Shewin Williams Pro Cryl primer and then top coat with the Multi-Surface Acrylic. Targeted time frame to complete would be late March/May.

Thanks again for all your patience and I look forward to hearing news from you and the board mid-November.

Kind regards,
Eric

Eric Rasch
Sales Consultant

Colorado Commercial & Residential Painting

P: (303) 574-1740 | C: (720) 552-3001

eric@coloradopainting.com

coloradopainting.com



Purchase Order for Professional Services

Purchase Order Date: September 13, 2022
District Contracting Party: Ronda Zivalich, District Manager
Contractor Name: Colorado Commercial & Residential Painting
Purchase Order Number: 2022.09.13A – 1

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 Colorado Commercial & Residential Painting (“Contractor”) collectively referred to as “Parties”.

Description of Work to Be Performed: Contractor will provide painting services described below and in detail in Exhibit A of Contract # 2022.09.13A.

Entrance Bunkers
Guard House and Gates
Park Gazebo, Bathroom & Structures

Compensation for Work to Be Performed: Contractor will be compensated for the sum of \$12,605.00 for all scopes noted.

Other Terms and Conditions: None

Signatures:

FOREST HILLS METROPOLITAN DISTRICT

By: Ronda Zivalich _____ 9/13/2022 _____
Ronda Zivalich, District Manager Date

Colorado Commercial & Residential Painting

By: _____ _____
Signature Date

Printed name, title



1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

 303-734-4800

 303-795-3356

 www.HaynieCPAs.com

October 25, 2022

Board of Directors
Forest Hills Metropolitan District
14405 West Colfax Avenue #165
Lakewood, CO 80401

We are pleased to confirm our understanding of the services we are to provide for Forest Hills Metropolitan District (District) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Forest Hills Metropolitan District as of and for the year ended December 31, 2022.

Management has elected to omit the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have also been engaged to report on supplementary information other than RSI that accompanies Forest Hills Metropolitan District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—Debt Service Fund
- 2) Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—Capital Projects Fund
- 3) Statement of Revenue, Expenditures and Changes in Fund Balance—Actual and Budget—Water and Sewer Fund
- 4) Ten-Year Summary of Assessed Valuation, Mill Levy and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity

with GAAP; Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged

with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition
- Management override of controls

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Forest Hills Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Forest Hills Metropolitan District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a

material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Haynie & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Colorado or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Haynie & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Colorado or its designee. The State of Colorado or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for these services will be \$8,000 for the financial statement audit and \$2,000 for the financial statement preparation if you choose to have Haynie and Company prepare these. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Christine McLeod is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit no later than March 2023 and to issue our report no later than July 31, 2023.

Reporting

We will issue a written report upon completion of our audit of Forest Hills Metropolitan District's financial statements. Our report will be addressed to the Board of Directors of Forest Hills Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance.

Forest Hills Metropolitan District

November 8, 2022

Page 5 of 5

If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Accepted and agreed to:

Forest Hills Metropolitan District

Officer signature

Title

Date



LEVI SABELL * 303-936-9455 * FAX 303-936-2353 * EMAIL SABELLPS8@GMAIL.COM
* 5555 W OHIO AVE. * LAKEWOOD, COLORADO 80226

8 MONTH LANDSCAPE MAINTENANCE CONTRACT

Attention: Rhonda Zivalich
Forest Hills Metro District
14405 W. Colfax Avenue, #165
Lakewood, CO. 80401

October 12, 2022

RE: 22933 Forest Hills Drive, Golden, CO. 80401

I. GENERAL STANDARDS

- A. SCOPE OF WORK:** SABELL'S SNOWPLOWING & LANDSCAPE SERVICE, INC. will furnish all labor, materials, equipment, and supervision necessary to perform the landscape and ground maintenance services outlined in this contract. The practices and procedures employed will be according to accepted industry standards. Installations and applications will be made with technical expertise.
- B. DEFINITIONS:** The term "Landscape Maintenance Contractor" and "Contractor" where used in this agreement shall mean **SABELL'S SNOWPLOWING & LANDSCAPE SERVICE, INC.** The term "Contracting Officer" or "Managing Agent" where used in this agreement shall mean **Forest Hills Metro District** or any expressly authorized representative of **Forest Hills Metro District.**
- C. INSURANCE:** Contractor will carry complete and adequate worker's compensation insurance, automobile and general liability insurance of not less than \$1,000,000. Contractor shall supply the Contracting Officer with a certification for such coverage prior to commencement date.
- D. LICENSES AND PERMITS:** Contractor shall be responsible for obtaining and paying for all license and permits required by Federal, State, or local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include but not be limited to business, nursery, commercial pesticide applicators, tree Contractor,

and arborist. However, special permits (such as special watering permits) will be obtained at the expense of Contracting Officer.

- E. PRE-EXISTING CONDITIONS:** Contractor shall not be responsible for damage resulting from pre-existing conditions or negligence or neglect of previous contractors or owners, including but not limited to trees, shrubs, irrigation system, etc.
- F. DAMAGES:** Contractor will be responsible for any damages to property caused by personnel while engaged in the performance of duties outlined by this contract. All cost of repairs are the sole responsibility of the Contractor.
- G. WEATHER PERMITTING:** All items in this agreement are stated assuming that weather conditions are favorable to the performance of services. Contractor is not responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
- H. COMMUNICATION SYSTEMS:** Contractor will cooperate fully with the Managing Agent to report any problems. Contractor is expected to be available, via phone, and respond when necessary to emergencies that may arise. Emergencies are defined as situations, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means are most expedient and practical to rectify the conditions. Contractor is entitled to compensation for emergencies.
- I. PERSONNEL:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor will provide adequate supervision of employees at all times.

II. SERVICE SPECIFICATIONS

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, Willobe Way, Common Drive off Willobe, 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 are not specified in this contract will be considered field mowing.
- d. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
- e. 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.
- f. 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.

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 **\$400.00**
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 2nd, depending on weather conditions.
- b. Visual checks for dry and wet spots will be completed weekly up to **28** times
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
 - 1a. **Second Aeration** (1) additional treatment of sod **\$350.00 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.

III. ADDITIONAL CHARGES

- A. **Winterization Of Sprinklers - Blowout Fall 2023 \$80.00**
- B. **Field Mowing - \$175.00 per hour with one way travel.**
- C. For any extra work not already outlined above, work will be completed at T&M rates.

Superintendent Rate: \$65.00/hour

Sprinkler Tech Rate: \$80.00/hour

Foreman: \$50.00/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.

IV. CONTRACT SPECIFICATIONS

- A. **RENEWAL CONTINUATION:** The term of this agreement shall be for 8 months, beginning **April 1, 2023** and continuing through **November 30, 2023.**
- B. **SCHEDULING:** All work scheduling shall be at the discretion of the Contractor as to time, day, and month. Contracted items will be given priority over time and material, or extra work, in order to remain in keeping with established schedules.
- C. **DELAY:** Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God, acts of Contracting Officer, weather conditions, acts of public utilities or any unforeseen items beyond reasonable control of the Contractor.
- D. **ACTS OF GOD:** The Contractor assumes NO responsibility for and shall not be held responsible by the Contracting Officer for damages due to conditions beyond the

Contractor's control. Such conditions include but are not limited to harsh weather, abnormally cold winter temperatures, snow damage, ice, melting snow, wind, fire, vandalism, theft, and previous Contractor's neglect or improper practices.

- E. MODIFICATIONS:** The general requirements, service specifications, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
- F. LIQUIDATED DAMAGES:** The parties to this contract understand that should the contract be terminated prior to the final 25% of payment, Contractor shall be entitled to recover, as liquidated damages, 15% of the contract price. It is expressly intended by the parties that this amount shall be liquidated damages and not a penalty and that it is recognized by each party to be a fair and equitable assessment of damages to be incurred by Contractor should said termination take place prior to the final 25% of the contract price being paid. Each party recognizes that said amount is reasonable. Should this contract be terminated at any time during the period within which the final 25% of the contract is being paid, then Contractor shall be entitled, as liquidated damages, for all the reasons set forth above to the remainder of the contract price to be paid as liquidated damages.
- G. TERMINATION WITHOUT CAUSE:** Either party may terminate this agreement without cause, by sending written notice to the other party at the respective address herein stated. Notice is to be given at least 30 days prior to the effective date of termination. Full payment for services performed or materials provided become due and payable on, or before, date of termination. In the event of pre-payment of services not performed or materials not provided, refund will be due and payable on, or before, date of termination. Termination by the client shall result in Contractor being entitled to payment of liquidated damages as set forth in Section
- H. TERMINATION FOR CAUSE:** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Officer's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Officer's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties, as specified herein." Contracting Officer may terminate this agreement for cause: (a) for lack of satisfactory performance or (b) for obvious gross negligence or neglect by the Contractor.
- I. REMEDIES:** It is expressly understood, however, that neither party may terminate this agreement without first notifying the other party, in writing, of the alleged breach and demanding that said breach be remedied with 10 days from said notice. If, after sending

proper notice, the alleged breach is not remedied within the specified time, the non-breaching party may terminate this agreement upon 30 days written notice to the other party.

J. NOTICES: All notices required hereunder shall be in writing and shall be sent in the United States Mail, certified mail, return receipt requested, correctly addressed.

K. ARBITRATION: Any controversy or claim arising out of or relating to this contract, or breach thereof shall be settled in accordance to the procedures of the Arbitration Committee of the Associated Landscape Contractors of Colorado, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

L. ATTORNEY FEES: Should it become necessary to refer this account to an attorney for collection, Contracting Officer hereby agrees to pay all reasonable attorneys' fees, court cost, and any other expenses of collection incurred by the Landscape Maintenance Company.

V. PAYMENT AND PRICING

THE TOTAL AMOUNT OF CONTRACT IS \$20,000.00

Contract payment period is to be **8** months at **\$2,500.00** per month, beginning on **April 1, 2023** plus any additional charges that may apply monthly, such as chemical applications, sprinkler repair, miscellaneous labor, etc. Bills will be submitted monthly and paid within 20 days of invoice. Interest will accrue on payments past due 30 days at 2% per month (24% per annum) on the total unpaid balance.

This agreement is made by and between **Forest Hills Metro District** and **SABELL'S SNOW PLOWING AND LANDSCAPE SERVICE, INC.**

All terms are fully understood by all parties involved in this agreement.

CONTRACTING OFFICER: Forest Hills Metro District

Representative

Title

Date

CONTRACTOR: SaBell's Snow Plowing & Landscape Service, Inc.

Levi SaBell

10-12-22

Levi SaBell — General Manager

Date

Forest Hills Metropolitan District
Expense Detail
As of October 31, 2022

		October 2022						
		Paid at November 2022	Bank	Credit	Treasurer	Amortized	Bank	TOTAL
		Board Meeting	Debits	Card Exp.	Fees	Prepaid Exp	Srvs Chrg	EXPENSES
Accounts Payable as of 9/30/22 - to be paid at October 2022 Board mtg - via ACH/check								
American Conservation & Billing Solutions		588.75						\$ 588.75
Boulder Ponds		5,750.00						5,750.00
Collins Cole Flynn Winn & Ulmer, PLLC		1,872.00						1,872.00
Colorado Community Media		46.52						46.52
Colorado Greenscapes		1,365.00						1,365.00
Element Engineering LLC		9,617.50						9,617.50
Hamre, Rodriguez, Ostrander & Dingess, PC		149.10						149.10
Jim Noble, Inc.		7,500.00						7,500.00
MAPS, Inc.		2,400.00						2,400.00
NMHolder Financial, Inc.		1,800.00						1,800.00
ORC Water Professionals, Inc.		8,743.97						8,743.97
Precision Gates and Automation, Inc.		250.00						250.00
RESPEC		662.50						662.50
UNCC		14.30						14.30
Univar USA Inc.		1,068.95						1,068.95
Total Other Expenses paid during August 2022								
	Vonage - 10/12/22		38.50					38.50
	Republic Services - 10/18/22		597.13					597.13
	Xcel Energy - 10/25/22		3,416.91					3,416.91
	Treasurer fees - paid to Jeffco - general fund				-			-
	Treasurer fees - paid to Jeffco - debt service fund				-			-
	Dues Expense (SDA) - paid at beginning of year - General Fund					50.53		50.53
	Insurance Expense - paid at beginning of year - General Fund					452.99		452.99
	Insurance Expense - paid at beginning of year - Water/Sewer Fund					415.91		415.91
	Antx 3 year subscription - paid in full					60.00		60.00
	Westest - prior month expense							-
	Loan payment to CWR & PDA		20,661.26					20,661.26
	1st Bank Service Charge						20.00	20.00
	Credit card expenses - to be paid 10/03/2022				177.80			177.80
Total Expenses per October 2022 Accounts Payable and Bank Statement		\$ 62,489.85	\$ 4,052.54	\$ 177.80	\$ -	\$ 979.43	\$ 20.00	\$ 67,719.62
Expenses per October 2022 Unaudited Financial Statements:								
	General Fund	\$ 20,797.02						
	Capital Projects Fund	4,500.00						
	Water/Sewer Fund	42,422.60						
	Debt Service Fund	-						
Total Expenses per Unaudited Financial Statements		\$ 67,719.62						



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
September 7, 2022 to October 7, 2022

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$93.90
- Payments	\$93.90
- Other Credits	\$0.00
+ Purchases	\$83.90
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$83.90

PAYMENT INFORMATION

New Balance:	\$83.90
Minimum Payment Due:	\$20.00
Payment Due Date:	November 1, 2022

Account Number XXXX XXXX XXXX 1845
Credit Limit \$3,000.00
Available Credit \$2,916.00
Statement Closing Date October 7, 2022
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
10/01	10/01	F339000M300CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$93.90-
			TOTAL XXXXXXXXXXXXX1845	\$93.90-
09/25	09/26	2405523LW5V5DSPT9	DOORKING INC 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

5547 0001 BHH 001 7 3 221007 0

PAGE 1 of 2

15 3390 2000 VBUS 01AD5547

15048

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: November 1, 2022

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 15048
14405 W COLFAX #165
GOLDEN CO 80401



⑆03390 2000⑆ ⑆8000 2 1845⑆

1-2

BHH



FOREST HLLS MTRO DST
 Account Number: XXXX XXXX XXXX 1845

REWARDS SUMMARY

PREVIOUS FIRSTCASH BALANCE	=	\$1.88
DOLLARS EARNED THIS STATEMENT	+	\$0.84
DOLLARS ISSUED THIS STATEMENT	-	\$0.00
DOLLARS FORFEITED THIS STATEMENT	-	\$0.00
ENDING FIRSTCASH BALANCE	=	\$2.72

\$0-\$83.90 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 11/01/22. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS AND CREDITS POSTED ON OR BEFORE THIS DATE.

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	17.40% (v)	\$0.00	31	\$0.00
Cash Advances	20.40% (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

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



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
October 7, 2022

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:	November 1, 2022

Account Number XXXX XXXX XXXX 4851
Credit Limit \$6,000.00
Available Credit \$6,000.00
Statement Closing Date October 7, 2022
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
09/25	09/26	2405523LW5V5DSPT9	DOORKING INC 310-645-0023 CA MCC: 5072 MERCHANT ZIP: 90301	\$83.90
10/07	10/07	000000000000COMPC	TOTAL PURCHASES \$83.90 TOTAL \$83.90	

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

5547 0001 BHH 001 7 3 221007 0

PAGE 1 of 2

15 3390 2000 VBUS 01AD5547

15053

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: November 1, 2022

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 15053
FOREST HLLS MTRO DST
14405 W COLFAX #165
GOLDEN CO 80401



⑆03390 2000⑆ ⑆806844851⑆

1-2

BHH



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	17.40% (v)	\$0.00	0	\$0.00
Cash Advances	20.40% (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

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

1-2

BHH



**American Conservation
& Billing Solutions**

PO Box 51356
 Colo Spgs, CO 80949

Invoice Number:14595

Invoice Date:Oct 20, 2022

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
149.00		Billing - Metered 8/29 - 9/28/ 2022	3.75	558.75
2.00		Inserts		
		Titles	15.00	30.00

Sales Tax

Total Invoice Amount

\$588.75

Check No:

Amount Received With Invoice

0.00

Total

\$588.75

Boulderponds

INVOICE	#1138
SERVICE DATE	Oct 21, 2022
DUE	Upon receipt
AMOUNT DUE	\$5,750.00

Rhonda FHMD
22004 Anasazi Way
Evergreen, CO 80401

CONTACT US

4500 19th St, 392
Boulder, CO 80304

 (720) 334-1741
 Management@fhds.net

 (303) 444-4455
 xpods@gmail.com

INVOICE

Services	amount
Soil flock application	\$5,750.00
2nd application going 5ft out from water line approximately 60ft and approximately 100ft in length	
Total	\$5,750.00

INVOICE

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

Invoice #: 2691
Date: 11-07-2022
Due On: 12-07-2022

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
10-11-22	AU	Emails with R. Zivalich regarding rehiring WesTest for next project phase.	0.20
10-17-22	AU	Emails with R. Zivalich regarding final payment resolution for booster pump project.	0.20
10-18-22	AU	Telephone call and emails with R. Zivalich regarding Resolution authorizing final payment for booster pump project and policy for catastrophic water events; emails with CS regarding Resolution. Emails with R. Zivalich regarding late fee complaint.	0.90
10-18-22	CS	Work on revisions to Final Payment Resolution; emails to AU regarding the same.	0.40
10-19-22	CS	Additional work on final payment resolution; email to AU; review files; email to R. Zivalich and N. Holder regarding 2023 budget matters; additional emails regarding budget and rate increase matters; update Transparency Notice with rate increase meeting information; email to R. Zivalich regarding the same.	0.80
10-19-22	JC	Telephone call with AU; draft Resolution.	0.80
10-19-22	AU	Review and revise catastrophic water loss event policy and Resolution; emails with R. Zivalich regarding same. Emails with CS regarding Booster Pump final payment resolution.	1.40
10-28-22	AU	Review correspondence with Napps regarding late fee dispute; review Invoice and Rules and Regs regarding same; telephone call with R. Zivalich regarding same.	0.50

Services Subtotal: \$1,872.00

Subtotal	\$1,872.00
Total	\$1,872.00
Payment	\$0.00
Total Charges this Invoice	\$1,872.00

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$3,423.00	+	\$1,872.00	-	\$3,423.00	=	\$1,872.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Allison Ulmer	AU	3.20	390.00	\$1,248.00
Crystal Schott	CS	1.20	220.00	\$264.00
Jim Collins	JC	0.80	450.00	\$360.00

Total Client Balance \$1,872.00

Total Matter Balance \$1,872.00

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

Colorado Community Media



COMMUNITY
NEWSPAPERS



DIGITAL
ADVERTISING



EMAIL
MARKETING



NICHE
PUBLICATIONS



DIRECT MAIL



EVENTS

Corporate Office: 750 W. Hampden Ave., Ste. 225, Englewood, CO 80110
ColoradoCommunityMedia.com | 303-566-4100

Invoice Number	70156	Invoice Date	10/28/2022
Advertiser No.	3215	Amount Due	\$27.00
		Due Date	11/27/2022

Forest Hills Metro District ** (district)
 14405 W. Colfax Avenue, Suite 165
 Lakewood CO 80401

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Colorado Community Media		Forest Hills Metro District ** (district)			Invoice No. 70156	10/28/2022	
Item Dates	Order No.	Description	No. of Runs	Ad Size	SubTotal	Sales Tax	Amount
10/27/2022 - 10/27/2022	34033	Legal: Bids and Settlements: No. 414961 final settlement with RN Civil Construction Golden Transcript Public Notice	1	50 Lines			\$27.00
						Sub Total:	\$27.00
Total Transactions: 1						Total:	\$27.00

SUMMARY	Advertiser No. 3215	Invoice No. 70156	Invoice Amount \$27.00
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Attached please find your advertising invoice from Colorado Community Media.

Please detach top portion and return with your payment to ensure it is applied to your account correctly. Or you may pay online at our NEW payment link:
<https://secure.gomerchant.com/secure/custompayment/cocommmedia/14596/default.aspx?>

If you have any questions please contact us at 303-566-4077 or email accounting@coloradocommunitymedia.com.

We thank you for your business!

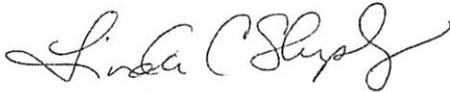
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Forest Hills Metro District ** (district)
14405 W. Colfax Avenue, Suite 165
Lakewood CO 80401

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Jefferson } ss

This Affidavit of Publication for the Golden Transcript, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 10/27/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Golden Transcript

State of Colorado }
County of Jefferson } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10/27/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.



Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

NOTICE IS HEREBY GIVEN that on the 27th day of November 2022 at 5:30 PM, final settlement with RN Civil Construction, 5975 South Quebec St. Suite 140, Centennial, CO 80111, will be made by the Forest Hills Metropolitan District, 14405 W. Colfax Ave, Suite 165, for all services rendered, materials furnished, and labor performed in the installation of the Water Booster Pump Station Replacement Project.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractor or its subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefor has not been paid by the contractor or its subcontractors, at any time up to and including the time of final settlement for the work contracted to be done, is required to file a verified statement of the amount due and unpaid, and an account of such claim, to the Forest Hills Metropolitan District at the above stated address on or before the date and time hereinabove shown. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release the Forest Hills Metropolitan District, its Board, officers, agents, and employees, of and from any and all liability for such claim.

All of the above is pursuant to §38-26-107, C.R.S.

FOREST HILLS METROPOLITAN DISTRICT

By: Ronda Zivalich
District Manager

Legal Notice No. 414961
First Publication: October 27, 2022
Last Publication: October 27, 2022
Publisher: Golden Transcript

Colorado Community Media



Corporate Office: 750 W. Hampden Ave., Ste. 225, Englewood, CO 80110
 ColoradoCommunityMedia.com | 303-566-4100

Invoice Number	70191	Invoice Date	10/28/2022
Advertiser No.	21201	Amount Due	\$19.52
		Due Date	11/27/2022

Forest Hills Metro District (nmholder) **
 c/o NMHolder Financial Inc
 9249 S. Broadway No. 200-344
 Highlands Ranch CO 80129

Amount Enclosed

Please detach top portion and return with your payment.

INVOICE

Colorado Community Media		Forest Hills Metro District (nmholder) **			Invoice No. 70191	10/28/2022	
Item Dates	Order No.	Description	No. of Runs	Ad Size	SubTotal	Sales Tax	Amount
10/27/2022 - 10/27/2022	34047	Legal: Metro Districts Budget Hearings: No.: 414964 BUDGET FOR 2023 Golden Transcript PUBLIC NOTICE	1	33 Lines			\$19.52
						Sub Total:	\$19.52
						Total Transactions: 1	Total: \$19.52

SUMMARY	Advertiser No.	21201	Invoice No.	70191	Invoice Amount	\$19.52
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Attached please find your advertising invoice from Colorado Community Media.

Please detach top portion and return with your payment to ensure it is applied to your account correctly. Or you may pay online at our NEW payment link:
<https://secure.gomerchant.com/secure/custompayment/cocommmedia/14596/default.aspx?>

If you have any questions please contact us at 303-566-4077 or email accounting@coloradocommunitymedia.com.

We thank you for your business!

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

PUBLIC NOTICE

NOTICE OF BUDGET FOR 2023

NOTICE IS HEREBY GIVEN that a proposed budget for the ensuing year of 2023 has been submitted to the Board of Directors of **FOREST HILLS METROPOLITAN DISTRICT**. A copy of such proposed budget has been posted to the District website and filed in the office of the District Manager where the same is open for public inspection; and that such budget will be considered for adoption at the regular meeting of the Board of Directors of the Forest Hills Metropolitan District on **Wednesday, November 16, 2022, at 5:30 p.m.** to be held via Zoom. The link to attend the meeting can be found on fhmd.net. Setting of the mill levy for debt service will also be considered. Any interested elector within the Forest Hills Metropolitan District may file or register comments via e-mail (management@fhmd.net) or postal service to Forest Hills Metropolitan District, 14405 West Colfax Avenue #165, Lakewood, Colorado, 80401, at any time prior the final adoption of the budget.

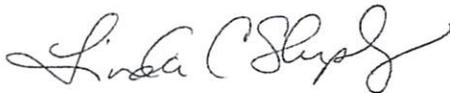
By: Ronda Zivalich, District Manager

Legal Notice No.: 414964
First Publication: October 27, 2022
Last Publication: October 27, 2022
Publisher: Golden Transcript

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Jefferson } ss

This Affidavit of Publication for the Golden Transcript, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 10/27/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Golden Transcript

State of Colorado }
County of Jefferson } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10/27/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.



Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

COLORADO GREENSCAPES

INVOICE 11-22
11-2022

11768 W Marlowe Ave
Morrison Co 80465
(720)470-5761

BILL TO

Forest Hills Metropolitan District
14405 W Colfax Ave #165
Lakewood Co. 80401
303.495.2330

DESCRIPTION	AMOUNT
General Weekly/Monthly Responsibilities for November 2022.	\$1365.00
<i>Thank you for your business!</i>	TOTAL \$1365.00

If you have any questions about this invoice please contact
Mike or Angela gingerhead1221@gmail.com (720)470-5761

Fw: Transaction Receipt from Doorking, Inc for \$83.90 (USD)

Management FHMD <management@fhmd.net>

Tue 10/25/2022 7:55 AM

To: Admin FHMD <admin@fhmd.net>

From: Auto-Receipt <noreply@mail.authorize.net>

Sent: Monday, October 24, 2022 9:17 PM

To: Management FHMD <management@fhmd.net>

Subject: Transaction Receipt from Doorking, Inc for \$83.90 (USD)

Order Information

Description: IM Server Subscription.
Invoice Number Statement #1901177
Customer ID FHMDCELL

Billing Information

Forest Hills Metro District
Forest Hills Metro District
14405 Colfax Avenue, 165
Lakewood, Colorado 80401
US
management@fhmd.net
7204969343

Shipping Information

Total: \$83.90 (USD)

Payment Information

Date/Time: 24-Oct-2022 21:17:51 MDT
Transaction ID: 64014279443
Payment Method: Visa xxxx4851
Transaction Type: Purchase
Auth Code: 024988

Merchant Contact Information

Doorking, Inc
Inglewood, CA 90301
US
DKS-server-modem-sales@dksoftware.com

[Back](#)

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

DKS Cellular Subscription

STATEMENT

STATEMENT #

1901177

STATEMENT DATE

October 24, 2022

SUBSCRIBER

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

User ID: **FHMDCELL**

Period Starts: September 24, 2022
Period Ends: October 23, 2022

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
9/24/2022	Credit: Autopay	(\$83.90)
9/24/2022	Credit: Autopay	(\$4.00)

Cell Systems

From	To	Name	Phone	MC	Min	Transfer	Amount
9/24/2022	10/23/2022	FHMD Cellular - Eastwood	303 704 8793	2468	2	3	\$43.95
9/24/2022	10/23/2022	FHMD Cell FH/Summerwood	720 519 3328	2468	41	3	\$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

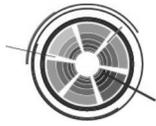
0025 - Forest Hills Metropolitan District
 Ronda Zivalich
 14405 West Colfax Avenue #165
 Lakewood, CO 80401

Invoice Date: 11/6/22
 Due Date: 12/6/22
 Total Amount: \$4,500.00
 Number: 01
 Invoice Period: 10/01/22 - 10/31/22
 Job: 0008 - 2022 Roadway Improvements

INVOICE DETAILS

Description	Prior Billing (\$)	This Invoice (\$)
Engineering Services	--	\$4,500.00
BUDGET TOTALS	--	\$4,500.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Mike Hager	10/12/22	Coordination with Contractor on Scope and Crack Seal Procedures	1.00	\$150.00	\$150.00
Mike Hager	10/14/22	Coordination with Contractor. Verify Schedule	0.50	\$150.00	\$75.00
Mike Hager	10/17/22	Site Observation. Coordination on Specifications	7.00	\$150.00	\$1,050.00
Mike Hager	10/18/22	Site Inspections Crack Seal	6.00	\$150.00	\$900.00
Mike Hager	10/19/22	Crack Seal Site Inspections	6.00	\$150.00	\$900.00
Mike Hager	10/20/22	Coordination on Quantities and Striping	2.00	\$150.00	\$300.00
Mike Hager	10/21/22	Coordination	0.50	\$150.00	\$75.00
Mike Hager	10/24/22	Site Inspection and Coordination with Contractor and Manager	4.00	\$150.00	\$600.00
Mike Hager	10/27/22	Striping, Crack Seal and Time Extension Change Order Coordination	2.50	\$150.00	\$375.00
Mike Hager	10/28/22	Coordination	0.50	\$150.00	\$75.00
Professional Fees			30.00		\$4,500.00
AMOUNT DUE (THIS INVOICE)			30.00		\$4,500.00
TOTAL AMOUNT DUE					\$4,500.00



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

INVOICE

Invoice Date: 11/5/22
 Due Date: 12/5/22
 Total Amount: \$3,965.00
 Number: 12
 Invoice Period: 10/01/22 - 10/31/22
 Job: 0003C - BPS Construction Management

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

INVOICE DETAILS

Description	Total Budget	Remaining Budget (\$)	Prior Billing (\$)	This Invoice (\$)
Engineering Services	\$39,500.00	\$1,042.50	\$34,492.50	\$3,965.00
BUDGET TOTALS	\$39,500.00	\$1,042.50	\$34,492.50	\$3,965.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Nicholaus Marcotte	10/5/22	Construction Closeout	2.00	\$130.00	\$260.00
Nicholaus Marcotte	10/6/22	Construction Closeout	5.50	\$130.00	\$715.00
Nicholaus Marcotte	10/7/22	Construction Closeout	5.00	\$130.00	\$650.00
Nicholaus Marcotte	10/9/22	Review Closeout Documents. Closeout Correspondence	5.50	\$130.00	\$715.00
Nicholaus Marcotte	10/13/22	Construction Closeout. Review Punch List	6.50	\$130.00	\$845.00
Nicholaus Marcotte	10/14/22	Final Punch List Walkthrough w/ Contractor. Notice of Acceptability of Work	4.00	\$130.00	\$520.00
Nicholaus Marcotte	10/25/22	CDPHE Site Visit	2.00	\$130.00	\$260.00
			Professional Fees	30.50	\$3,965.00
AMOUNT DUE (THIS INVOICE)			30.50		\$3,965.00
TOTAL AMOUNT DUE					\$3,965.00



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: 11/4/22
 Due Date: 12/4/22
 Total Amount: \$150.00
 Number: 07
 Invoice Period: 10/01/22 - 10/31/22
 Job: 0001B - 2022 General Engineering

INVOICE DETAILS

Description	Prior Billing (\$)	This Invoice (\$)
Engineering Services	\$2,585.00	\$150.00
BUDGET TOTALS	\$2,585.00	\$150.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Nicholaus Marcotte	10/19/22	Board Meeting	1.00	\$150.00	\$150.00
		Professional Fees	1.00		\$150.00
		AMOUNT DUE (THIS INVOICE)	1.00		\$150.00
TOTAL AMOUNT DUE					\$150.00



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

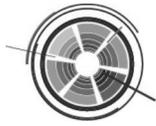
Invoice Date: 11/5/22
 Due Date: 12/5/22
 Total Amount: \$637.50
 Number: 09
 Invoice Period: 10/01/22 - 10/31/22
 Job: 0004B - 2022 Locate

INVOICE DETAILS

Description	Prior Billing (\$)	This Invoice (\$)
Engineering Services	\$3,190.00	\$637.50
BUDGET TOTALS	\$3,190.00	\$637.50

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Matt Hess	10/3/22	Locate Cleared - 852 Willobe Way	1.00	\$15.00	\$15.00
Matt Hess	10/10/22	Locate Cleared - 852 Willobe Way	1.00	\$15.00	\$15.00
Matt Hess	10/13/22	Locate Tickets marked (x2) – 22616 Forest Hills Drive & 999 Eastwood Drive	4.50	\$95.00	\$427.50
Matt Hess	10/14/22	Locate Ticket Cleared - 22616 Forest Hills Drive	1.00	\$15.00	\$15.00
Matt Hess	10/24/22	Record Review & Locates Cleared (x5) - 22616 Forest Hills Drive (x3), I-70 Corridor (x1), 999 Eastwood Drive (x1)	10.00	\$15.00	\$150.00
Matt Hess	10/31/22	Locate Cleared - Sign Install I-70 and County Road 93	1.00	\$15.00	\$15.00
Professional Fees			18.50		\$637.50
AMOUNT DUE (THIS INVOICE)			18.50		\$637.50

TOTAL AMOUNT DUE **\$637.50**



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: 11/10/22
 Due Date: 12/10/22
 Total Amount: \$365.00
 Number: 02
 Invoice Period: 10/01/22 - 10/31/22
 Job: 0007B - WWTP Improvements Construction Services

INVOICE DETAILS

Description	Total Budget	Remaining Budget (\$)	Prior Billing (\$)	This Invoice (\$)
Engineering Services	\$7,500.00	\$6,345.00	\$790.00	\$365.00
BUDGET TOTALS	\$7,500.00	\$6,345.00	\$790.00	\$365.00

Source	Date	Description	Hrs / Qnt	Rate	Amount
Professional Fees					
Josh Fortenbaugh	10/19/22	Contractor Coordination & Structural RFI Response	1.00	\$105.00	\$105.00
Nicholaus Marcotte	10/31/22	Construction Coordination	2.00	\$130.00	\$260.00
		Professional Fees	3.00		\$365.00
AMOUNT DUE (THIS INVOICE)			3.00		\$365.00
TOTAL AMOUNT DUE					\$365.00



Attorneys and Counselors at Law

3600 S. Yosemite Street, Suite 500
Denver, Colorado 80237-1829
Telephone: (303) 779-0200
Telefax: (303) 779-3662
mail@hrodlaw.com
www.hrodlaw.com

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

November 1, 2022
Invoice # 11840

Re: FHMD

Professional Services

<u>Date</u>	<u>Staff</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
John M. Dingess				
10/05/22	JMD	D-1, 21CW3206, Badrena - Review revised Decree and Motion; E-memo to Applicant	0.30	60.00
10/26/22	JMD	D-1, 21CW3206, Badrena - Review Referee's Ruling for conformance to Stipulation	0.30	60.00
Total Professional Services			0.60	\$ 120.00

Total Current Charges **\$ 120.00**

Previous Balance **\$ 29.10**

Summary of Account

Balance Forward	\$ 29.10
Total Current Charges	120.00
Less Payments and Credits	0.00
Balance Due	\$ 149.10

MAPS, Inc.

2241 S DEFRAME CT
LAKEWOOD, CO 80228

Invoice

Date	Invoice #
11/1/2022	410

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
40	District Manager - Monthly Contract (40 hrs) - October 2022 - calls w/Admin Asst, review and approve invoices, board meeting prep, calls w/various board members, calls w/EE, Noble and ORC, manager report, review board meeting reports and approve, review Bear Creek Watershed meeting information and attend meeting of the association, calls w/Boulder Ponds and ORC re: 2nd application of sealant at Pond 4, calls/emails w/CDPHE BPS and PFAs testing status, maintenance and updates to DoorKing software, homeowner communications, work w/Admin on waterscope programming, maintain capital improvements list, update meter/register list, review and update board meeting minutes, work w/AMCOBI re: billing and realtor questions, new owner communications, work w/admin re: payables, communications with RESPEC and John Dingess re: filings, website inquiries/issues and updates, eblasts to community regarding various subjects, attorney consults on various issues, communicated with owners re: register/meter installations, monitor DOLA filings, communications with delinquent owners, worked w/EE on WWTP project, met with new landscape vendor onsite, completed final walkthrough and punchlist w/EE and CDPHE on BPS, submit pay apps to CDPHE for RN Civil, work on 2023 budget and participate in budget committee meetings, meet w/WesTest for exit interview, calls w/EE re: roadway project, oversee painting work, communications w/A1 re: crack seal work, communications with all vendors re: 2023 rate increases, obtain bids for locate work, working session w/Board and RESPEC re: water rights, emails w/HOA re: issues in community, communications w/PGA re gate issues, work w/Boulder Ponds/ORC on sealant application, insurance renewal, water adjustment policy	60.00	2,400.00

Thank you for your business.	Total	\$2,400.00
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NMHolder Financial, Inc.
9694 Chesapeake Street
Highlands Ranch, CO 80126
US
720-496-9343
nmholderbiz@gmail.com



BILL TO

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

INVOICE 2022-102

DATE 10/31/2022 **TERMS** Net 20

DUE DATE 11/20/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Administrative Assistant Administrative services (per contract 12.50hrs per week)	1	1,100.00	1,100.00

TOTAL DUE

\$1,100.00

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



BILL TO

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

INVOICE 2022-101

DATE 10/31/2022 **TERMS** Net 20

DUE DATE 11/20/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
	FHMD-Bookkeeping Monthly 2022 accounting and financial report preparation	1	700.00	700.00

TOTAL DUE **\$700.00**



JIM NOBLE, INC

3741 SAGE CIRCLE

EVERGREEN, COLORADO 80439

303-674-3334



FHMD SNOW SERVICES OCT 2022
OCTOBER SNOW SERVICES INVOICE

7,500.00



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

Tel.: (720) 287-0605

Water Professionals

Invoice

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

Date:	10/31/2022
Number:	256104

Date	Description	Qty	Rate	Amount
09/30/2022	Contract O&M Forest Hills Metro District		6,347.50	6,347.50
09/30/2022	Meter Readings	10.00	5.53	55.30
08/23/2022	Breakers 20A	1.00	59.34	59.34
09/20/2022	Supplies	1.00	34.78	34.78
09/20/2022	pH Buffer 7.00, DPD Dispenser	1.00	133.09	133.09
09/21/2022	TSS, TDS	1.00	68.00	68.00
09/22/2022	PhosVer 3 Powder Pillows; pH Buffer 10.01	1.00	84.60	84.60
09/23/2022	pH Buffer 1.00, PhosVer 3 Powder Pillows, 10 mL Sample	1.00	83.03	83.03
09/26/2022	48" Aluminum Straight Edge; Gloves, But Driver, Clamp	1.00	119.68	119.68
09/28/2022	Annual Backflow Test: 701 Summerwood Dr.	1.00	168.00	168.00
09/30/2022	Maintenance : Wells : MP	1.50	80.00	120.00
10/03/2022	Ammonia, BOD-5 (2), E-Coli, Nitrate, Nitrite, Phosphorus, TSS (2)	1.00	374.00	374.00
10/03/2022	Water for Samples	1.00	5.38	5.38
10/03/2022	Coliform	1.00	44.00	44.00
10/05/2022	E-Coli	1.00	44.00	44.00
10/07/2022	E-Coli	10.00	44.00	440.00
10/07/2022	Test Effluent Pump: MP	2.50	80.00	200.00
10/14/2022	Couplings	1.00	37.87	37.87
10/17/2022	Diagnostic Fee on Effluent Pump #2	1.00	175.50	175.50
10/17/2022	Locate curb stop 22887 Solitude Ln. per Plumber: GB	1.25	80.00	100.00
10/19/2022	Gal. Cap, Batteries	1.00	19.00	19.00
10/31/2022	DPD Total Reagent PK/100	1.00	30.90	30.90

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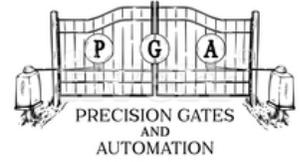
Subtotal	\$8,743.97
Sales Tax (0.0%)	\$0.00
Total	\$8,743.97
Payments/Credits	\$0.00

Thank you for your business!

Balance Due	\$8,743.97
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Precision Gates and Automation
 11831 Monroe Way
 Thornton, CO 80233 US
 +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
2192	11/02/2022	\$250.00	12/02/2022	Net 30	

DATE	DESCRIPTION	AMOUNT
10/31/2022	Tech discovered that the telephone entry unit had no AC power. Tech discovered that the GFI was tripped causing the AC power to shut off. Tech reset GFI and tested system. All is functioning properly.	250.00

BALANCE DUE

\$250.00

Thank You for Your Payment

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

Sat 10/15/2022 7:17 AM

To: Admin FHMD <admin@fhmd.net>

10/15/2022

Dear Ronda Zivalich,

Thank you for your payment of \$597.13 for account 305350040977 made on 10/15/2022. 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 : 09/01/2022 - 09/30/2022
Project Description :

Invoice No : INV-0922-1227
Invoice Date : 09/30/22
Payments Terms : NET 30

Forest Hills Metropolitan District

Cost Category	Current Dollars	Dollars Billed to Date
Aug. Plan Water Acct	\$560.00	\$40,300.00
Labor	\$102.50	\$54,717.25
Equipment		\$1,149.14
Materials		\$235.33
Travel		\$75.39
Total Costs	\$662.50	\$96,477.11
Total Amount Due in US Dollars	\$662.50	\$96,477.11



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					\$560.00		Aug. Plan Water Acct
							\$560.00		
Aug. Plan Water Acct							\$560.00		
Labor	Project / Program Manager	02201.0002.003	Leak, Alan J	09/24/22	0.50	\$205.00	\$102.50		Labor Hours
					0.50		\$102.50		
Labor					0.50		\$102.50		
Total					0.50		\$662.50		



Task Summary

Project ID	Description	Current Hours	Current Dollars	Hours Billed to Date	Dollars Billed to Date
02201.0001	FHMD - Augmentation Plan Water Accounting		\$560.00		\$40,300.00
02201.0002.001	Coordination with Water Commissioner/River Call Monitoring/Storage & Release Requirements			13.50	\$1,869.00
02201.0002.002	Work on Water Court Cases			227.25	\$30,504.00
02201.0002.003	Other Engineering Tasks	0.50	\$102.50	78.25	\$10,915.21
02201.0003	FHMD - Booster Pump Station Evaluation			78.00	\$12,888.90
Summary		0.50	\$662.50	397.00	\$96,477.11



Labor Hours Summary and Description

Project No.	Description	Name	Date	Hours	Comments
02201.0002.003	FH Other Engrng tasks	Leak, Alan J	Sep 21, 2022	0.50	Conv. with Rhonda Re: Diligence/ Board mtg. /Email decrees
02201.0002.003				0.50	

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 #: 222100591
Invoice Date: 10/31/22
Invoice for October 2022
P.O.#
Due Date: Upon Receipt
Member ID: 29530

Qty	Item	ID/Description	Price	Extension
10	1	RTL Transmissions FRHL01	1.30	13.00
1	2	Positive Response Re-Notifications FRHL01	1.30	1.30

Amount Due 14.30

PLEASE INCLUDE MEMBER ID NUMBER AND INVOICE NUMBER ON CHECK.
PLEASE MAKE CHECKS PAYABLE TO UTILITY NOTIFICATION CENTER OF COLORADO OR UNCC.
PLEASE NOTE OUR NEW ACCOUNTS PAYABLE ADDRESS IS:
Utility Notification Center of Colorado P.O. Box 208903, Dallas, TX 75320-8903

Statement of Account from Univar Solutions for FOREST HILLS METRO DISTRI, payer 0000798080

US_AccountsReceivable <AccountsReceivable@ar.univarsolutions.com>

Wed 11/2/2022 12:56 PM

To: Admin FHMD <admin@fhmd.net>

Cc: Joni Anderson <joni.anderson@univarsolutions.com>



November 2, 2022

FOREST HILLS METRO DISTRI

* AP

14405 WEST COLFAX AV 165

GOLDEN CO 80401

Account# 0000798080

Dear AP:

Below is a statement of your account as of November 2, 2022.

***PLEASE LET ME KNOW IF YOU WANT THE CREDITS TO GO TOWARDS OPEN INVOICE.

Invoice	PO#	Invoice Date	Balance	Due Date
1403909626	000011069	6/30/22	(\$1,712.79)	6/30/22
1403909626	000011069	6/30/22	(\$482.97)	6/30/22
0050646275	FOREST HILLS 10.	10/18/22	\$3,264.71	11/17/22
			1,068.95	

Your account balance is \$1,068.95.

If your records do not match the list above, or if you have any questions, please call me at +1 (614)613-1970. Please mark payment information (check number and date mailed) or date invoices will be paid next to the appropriate invoices and reply using the contact information below.

Sincerely,

Joni Anderson
+1 (614)613-1970



INVOICE

DUPLICATE
Page 1(1)

Remittance Instructions Below.

Invoice Number 50646275	Invoice Date 18 Oct 2022	Due Date 17 Nov 2022
P.O.Number Forest Hills 10.12	Payment Terms Net 30 Days	Payer Number 798080
Shipped From DENVER HOLLY ST PLANT PKG	Sales Order Num 13157793	Bill-To Number 798080
Bill of Lading Number 6600522923	Incoterms : DDP Dest, Frt Prepaid	Ship-To Number 816997

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
3	DR	16140612	ALMN SULFATE 48% DR452 NSF LIQ <i>Add on a few more days lead time for STO</i>	0002914966	1,725	LB	0.7182	1,238.90
1	DR	16152814	SOD BISULFITE 38-42% DR446 TECH LIQ	0002865464	615	LB	0.7400	455.10
3	DR	16140640	SOD HYPO 12.5% LIQUICHLOR DPC DR452 TECH LIQ Product of: US	0913221	165	GAL	5.5952	923.21
15	BAG	16141419	SODA ASH DNS BAG114 NSF-AWWA-KO GRAN Transportation Surch	3U228E22	750	LB	0.7700	577.50 70.00

Should you have any questions regarding this invoice, please contact

KELSEY HOOD
at 855-785-9499

Invoice Total :
USD 3,264.71

Pay Online
Sign in or register on
www.univarsolutions.com/invoices
Remit to
62190 Collections Center Drive
Chicago IL 60693-0621

ACH Electronic Funds Transfer
Univar Solutions USA Inc.
Bank of America, National Association
Account Number:4427142686
BOFA Routing Number:111000025

WIRE Transfer International
Univar Solutions USA Inc.
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

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

19 Oct 2022

FW: Vonage Monthly Account Notice

Management FHMD <management@fhmd.net>

Fri 11/11/2022 8:21 AM

To: Admin FHMD <admin@fhmd.net>

Please add this to the invoice packet, thanks

Sent from my T-Mobile 5G Device

----- Original message -----

From: Vonage Customer Care <donotreply@vonage.com>

Date: 11/10/22 10:20 PM (GMT-07:00)

To: Management FHMD <management@fhmd.net>

Subject: Vonage Monthly Account Notice

Para español, lea abajo



account
UPDATE.

SIGN IN

Account Number:	1012586779
Date Processed	11/11/2022
Amount:	\$38.50

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	10/25/2022
	STATEMENT NUMBER	STATEMENT DATE
	798752963	10/04/2022
		AMOUNT DUE
		\$3,416.91

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 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 08/25	\$3,142.58
Payment Received	Auto Pay 09/26	-\$3,142.58 CR
Balance Forward		\$0.00
Current Charges		\$3,416.91
Amount Due <i>(Cantidad a pagar)</i>		\$3,416.91

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
300694302	HILL & DALE RD WELL #2 _		\$19.05
300802554	22205 FOREST HILLS DR UNIT WELL-3		\$76.57
300996243	EASTWOOD DR W ENTRANCE GATE _		\$17.08
301104477	22933 FOREST HILLS DR BLDG SEWA		\$1,415.05
301112319	1048 EASTWOOD UNIT 9-WELL		\$201.53
301255445	23199 SHINGLE CREEK RD BLDG CHLO		\$248.22
301257430	22004 ANASAZI WAY BLDG A		\$14.76
301260646	860 HILL AND DALE RD UNIT PUMP		\$93.89
301297992	FOREST HILLS DR WELL #5 _		\$98.50
301297999	GRAPEVINE RD TRACT C SEWAGE LI _		\$101.60
301557604	22864 FOREST HILLS DR BLDG GUAR		\$409.47
301565481	1008 EASTWOOD UNIT 8-WELL		\$11.38
301600124	FOREST HILLS DR WELL #4 _		\$255.25
301901666	ANASAZI WAY TRACT H RECIRCULAT _		\$438.50
301901714	FOREST HILLS DR TRACT N WATER _		\$16.06
Total			\$3,416.91

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



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.

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

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-2543913-6	10/25/2022	\$3,416.91	Automated Bank Payment

Your bill is paid through an automated bank payment plan.

OCTOBER						
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
30	31					

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



000045 2/11



Forest Hills Metro District
Balance Sheet
As of October 31, 2022

	{12} General Fund	{15} Debt Service	{14} Capital Projects	{16} Water & Sewer	Total
ASSETS					
Current Assets					
Checking/Savings					
12-1000 · First Bank - Checking (GF)	\$ 7,916.06	\$ -	\$ -	\$ -	\$ 7,916.06
16-1000 · First Bank - Checking (WS)				107,581.60	107,581.60
12-1150 · Colotrust	360,460.12				360,460.12
12-1160 · Colotrust - CTF	9,266.87				9,266.87
14-1160 · Colotrust			210,655.79		210,655.79
15-1150 · Colotrust (DS)	-	130,921.96			130,921.96
Total Checking/Savings	<u>377,643.05</u>	<u>130,921.96</u>	<u>210,655.79</u>	<u>107,581.60</u>	<u>826,802.40</u>
Accounts Receivable					
16-1300 · A/R - Customers	-			41,386.37	41,386.37
16-1305 Allowance for doubtful accounts				-	-
Total Accounts Receivable	<u>-</u>	<u>-</u>	<u>-</u>	<u>41,386.37</u>	<u>41,386.37</u>
Other Current Assets					
Cash with County Treasurer					
12-1200 - Cash with County Treasurer	-				-
12-1310 Property taxes receivable	3,525.66				3,525.66
15-1310 Property taxes receivable		1,498.75			1,498.75
12-1400 - Prepaid Expenses	1,470.87				1,470.87
16-1400 - Prepaid Expenses				2,300.83	2,300.83
Total Cash with County Treasurer	<u>4,996.53</u>	<u>1,498.75</u>	<u>-</u>	<u>2,300.83</u>	<u>8,796.11</u>
Intercompany Transactions					
12-1450 · Due from Other Funds	84,632.35				84,632.35
14-1450 · Due to/from other Funds			-		-
15-1450 · Due from other Funds (DS)		-			-
16-1450 · Due from other Funds (WS)				(84,632.35)	(84,632.35)
17-1450 · Due from other Funds (CTF)				-	-
Total Intercompany Transactions	<u>84,632.35</u>	<u>-</u>	<u>-</u>	<u>(84,632.35)</u>	<u>-</u>
Total Other Current Assets	<u>84,632.35</u>	<u>-</u>	<u>-</u>	<u>(84,632.35)</u>	<u>-</u>
Total Current Assets	<u>467,271.93</u>	<u>132,420.71</u>	<u>210,655.79</u>	<u>66,636.45</u>	<u>876,984.88</u>
Fixed Assets					
12-1500 - Security Gates	-				-
14-1710 · Streets			2,055,020.34		2,055,020.34
14-1720 · Erosion System			61,089.00		61,089.00
14-1730 · Landscaping			152,954.00		152,954.00
14-1740 · Recreation			290,886.75		290,886.75
14-1750 · Accumulated Depreciation			(1,926,737.75)		(1,926,737.75)
16-1700 - Construction in Progress			125,425.00	472,745.68	598,170.68
16-1750 · Accumulated Depreciation (WS)				(2,911,137.76)	(2,911,137.76)
16-1760 · Water System				2,589,514.55	2,589,514.55
16-1770 · Sewer System				2,693,502.94	2,693,502.94
Total Fixed Assets	<u>-</u>	<u>-</u>	<u>758,637.34</u>	<u>2,844,625.41</u>	<u>3,603,262.75</u>
Other Assets					
15-1900 - Amount provided for Debt		1,727,534.00			1,727,534.00
16-1950 - Loan Proceeds Receivable		-		150,024.95	150,024.95
Total Other Assets	<u>-</u>	<u>1,727,534.00</u>	<u>-</u>	<u>150,024.95</u>	<u>1,877,558.95</u>
TOTAL ASSETS	<u>\$ 467,271.93</u>	<u>\$ 1,859,954.71</u>	<u>\$ 969,293.13</u>	<u>\$ 3,061,286.81</u>	<u>\$ 6,357,806.58</u>

Forest Hills Metro District
Balance Sheet
As of October 31, 2022

	{12} General Fund	{15} Debt Service	{14} Capital Projects	{16} Water & Sewer	Total
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
12-2000 · Accounts Payable	\$ 17,668.52	\$ -			\$ 17,668.52
14-2000 · Accounts Payable (CP)	-		\$ 10,770.20		10,770.20
12-2005 · Credit Card Payable	83.90			\$ -	83.90
14-2005 · Retainage Payable (CP)			-		-
15-2000 · Accounts Payable (DS)		-			-
16-2000 · Accounts Payable (WS)				18,295.07	18,295.07
Total Accounts Payable	<u>17,752.42</u>	<u>-</u>	<u>10,770.20</u>	<u>18,295.07</u>	<u>46,817.69</u>
Other Current Liabilities					
12-2010 · Deposit in Lieu of Surety Bond	1,000.00				1,000.00
15-2016 - Bonds payable - short term		105,000.00			105,000.00
16-2016 - DWRf payable - short term				23,537.07	23,537.07
12-2020 Property taxes deferred	3,525.66				3,525.66
15-2020 Property taxes deferred		1,498.75			1,498.75
15-2025 · Accrued Interest		3,534.20			3,534.20
16-2025 · Accrued Interest				1,091.18	1,091.18
15-2050 - Construction deposit				-	-
Total Other Current Liabilities	<u>4,525.66</u>	<u>110,032.95</u>	<u>-</u>	<u>24,628.25</u>	<u>139,186.86</u>
Total Current Liabilities	22,278.08	110,032.95	10,770.20	42,923.32	186,004.55
Long Term Liabilities					
15-2015 · Bonds Payable - Long Term		1,619,000.00			1,619,000.00
16-2015 - DWRf Loan Payable - Long Term				605,227.00	605,227.00
15-2040 - Investment in Fixed Assets			758,637.34		758,637.34
Total Long Term Liabilities	<u>-</u>	<u>1,619,000.00</u>	<u>758,637.34</u>	<u>605,227.00</u>	<u>2,982,864.34</u>
Total Liabilities	<u>22,278.08</u>	<u>1,729,032.95</u>	<u>769,407.54</u>	<u>648,150.32</u>	<u>3,168,868.89</u>
Equity					
12-3080 · Retained Earnings	231,953.81				231,953.81
14-3060 - Net Investment in Capital Assets (CP)					-
14-3080 · Retained Earnings (CP)			639,914.22		639,914.22
15-3060 - Net Investment in Capital Assets (DS)					-
15-3080 · Retained Earnings (DS)		3,140.42			3,140.42
16-3060 · Net Assets - Invstd Captl Asset				2,365,886.29	2,365,886.29
16-3080 · Retained Earnings (WS)				104,882.74	104,882.74
Net Income	213,040.04	127,781.34	(440,028.63)	(57,632.54)	(156,839.79)
Total Equity	<u>444,993.85</u>	<u>130,921.76</u>	<u>199,885.59</u>	<u>2,413,136.49</u>	<u>3,188,937.69</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 467,271.93</u>	<u>\$ 1,859,954.71</u>	<u>\$ 969,293.13</u>	<u>\$ 3,061,286.81</u>	<u>\$ 6,357,806.58</u>

FOREST HILLS METROPOLITAN DISTRICT
2020 Actual, 2021 Actual, 2022 YTD and Budget
As of October 31, 2022, Preliminary

	2020		2021		2022	
	Actual	Amended Budget	Actual	Original Budget	Actual	Original Budget
General Fund:						
Total Revenue	264,644	258,246	369,603	350,097	388,343	402,069
Total Expenditures	(393,809)	(352,466)	(299,936)	(315,269)	(173,642)	(326,118)
Net Revenue (Expenditures)	(129,165)	(94,220)	69,667	34,828	214,701	75,951
Interfund Transfers	-	-	-	-	-	-
Water & Sewer Fund:						
Total Revenue	309,497	798,940	347,839	823,704	394,794	530,124
Total Expenditures	(323,068)	(801,930)	(316,984)	(803,657)	(848,892)	(514,054)
Net Revenue (Expenditures)	(13,571)	(2,990)	30,855	20,047	(454,098)	16,070
Interfund Transfers	-	-	-	-	-	-
Capital Fund:						
Total Revenue	-	-	352	-	3,482	300
Total Expenditures	-	-	(110,493)	(500,000)	(439,583)	(700,000)
Net Revenue (Expenditures)	-	-	(110,141)	(500,000)	(436,101)	(699,700)
Interfund Transfers	-	-	-	-	-	-
Debt Fund:						
Total Revenue	332,786	303,967	150,554	151,482	151,463	151,662
Total Expenditures	(390,621)	(316,320)	(149,980)	(149,978)	(23,404)	(149,810)
Net Revenue (Expenditures)	(57,835)	(12,353)	574	1,504	128,059	1,852
Combined Funds:						
Total Revenue	906,927	1,361,153	868,348	1,325,283	938,082	1,084,155
Total Expenditures	(1,107,498)	(1,470,716)	(877,393)	(1,768,904)	(1,485,521)	(1,689,982)
Net Revenue (Expenditures)	(200,571)	(109,563)	(9,045)	(443,621)	(547,439)	(605,827)
Fund Balance End of Year:						
General	134,185	186,180	117,812	315,228	310,610	284,634
Capital	-	-	637,432	250,053	78,672	5,683
Water & Sewer	(4,884)	89,378	58,730	112,415	(445,553)	103,088
Total	129,301	275,558	813,974	677,696	(56,271)	393,405
Debt Fund Balance	51,425	47,399	51,425	-	51,425	-
Assessed Value		9,276,027		9,291,512		10,456,000
Mill Levies:						
General		24.285		34.110		34.110
Debt		32.000		16.200		14.500
Total		56.285		50.310		48.610
<i>Minimum Emergency Reserves</i>	\$	44,121	\$	53,067	\$	50,699

FOREST HILLS METROPOLITAN DISTRICT
2021 Actual and 2022 YTD and Budget
GENERAL FUND
As of October 31, 2022, Preliminary

2022

	2021		October	Actual	Estimate	Projection	Actual to Budget	Amended	Projected Variance Favorable/ (Unfavorable)
	October	Jan-Dec	Actual	Jan-Oct	Nov - Dec		Percentage	Budget	
Revenue:									
Property Taxes	2,085	316,933		353,522	2,000	355,522	99%	356,654	(1,132)
Conservation Trust Fund		2,399		1,785	500	2,285	92%	1,940	345
Specific Ownership Taxes	3,384	33,534	2,986	26,638	5,000	31,638	89%	30,000	1,638
Loan Payment - Water/Sewer Fund					-	-	0%	13,325	(13,325)
Interest, Grants, Other	16,499	16,737	1,020	6,398	1,000	7,398	4265%	150	7,248
Total Revenue	21,968	369,603	4,006	388,343	8,500	396,843	97%	402,069	(5,226)
Expenditures:									
Administration	2,460	40,738	2,553	33,366	5,252	38,618	86%	38,700	82
Contractors	140	24,945	2,022	21,054	2,500	23,554	81%	26,000	2,446
Other Expenses	319	33,128	584	38,903	500	39,403	37%	105,018	65,615
Maintenance Expense	2,483	74,502	15,640	80,319	21,430	101,749	75%	106,400	4,651
Repairs and Improvements	19,316	126,623	-	-	12,605	12,605	0%	50,000	37,395
Total Expenditures	24,718	299,936	20,799	173,642	42,287	215,929	53%	326,118	110,189
Revenue in Excess of Expenditures Before Transfers	(2,750)	69,667	(16,793)	214,701	(33,787)	180,914		75,951	104,963
Transfer (to) from W&S Fund	-	-	-	-	-	-		-	-
Transfer to Capital Projects Fund	-	-	-	-	-	-		-	-
Revenue in Excess of Expenditures After Transfers	(2,750)	69,667	(16,793)	214,701	(33,787)	180,914		75,951	
Fund Balance Beginning of Year	60,029	60,029		129,696	129,696	129,696		208,683	
Fund Balance End of Year	57,279	129,696	(16,793)	344,397	95,909	310,610		284,634	
* See Detail on page 2									
	2014	2015	2016	2017	2018	2019	2020	2021	2022
ASSESSED VALUATION	8,706,180	8,658,652	8,746,265	8,747,778	8,958,166	8,963,176	9,276,027	9,291,512	10,456,000
MILLS	24.285	24.285	24.285	24.285	24.285	24.285	24.285	34.110	34.110
REVENUE	211,430	210,275	212,403	212,440	217,549	217,671	225,268	316,933	356,654

FOREST HILLS METROPOLITAN DISTRICT
2021 Actual and 2022 YTD and Budget
GENERAL FUND DETAIL
As of October 31, 2022, Preliminary

	2022								
	2021		October	Actual	Estimate	Actual to Budget		Adopted	Projected Variance
	October	Jan-Dec	Actual	Jan-Oct	Nov - Dec	Projection	Percentage	Budget	Favorable / (Unfavorable)
Administration Detail:									
District Manager	1,088	16,450	1,200	11,182	2,500	13,682	95%	14,400	718
Administrative Assistant	550	6,600	550	5,500	1,100	6,600	100%	6,600	-
Accountant	350	4,200	350	3,500	700	4,200	100%	4,200	-
County Treasurer Fees	32	4,755		5,304	46	5,350	100%	5,350	-
Insurance and Bonds	440	5,683	453	4,530	906	5,436	109%	5,000	(436)
Audit		3,050		3,350	-	3,350	106%	3,150	(200)
Total Administration	2,460	40,738	2,553	33,366	5,252	38,618	86%	38,700	82
Contractors Detail:									
Legal		18,619	1,872	19,144	2,000	21,144	211%	10,000	(11,144)
Legal - Election expense		2,361		-	-	-	0%	10,000	10,000
Engineering	140	3,965	150	1,910	500	2,410	40%	6,000	3,590
Total Contractors	140	24,945	2,022	21,054	2,500	23,554	81%	26,000	2,446
Other Expenses Detail:									
Telephone	39	1,275	39	657	100	757	56%	1,350	593
Mailbox		288		360		360	125%	288	(72)
Memership Dues									
SDA	51	688	51	510		510	82%	625	115
Website		3,156		-	-	-	0%	500	500
Office Supplies	81	1,450	47	1,131	200	1,331	197%	575	(756)
Bank Fees	20	260	20	200	50	250	100%	200	(50)
Meetings		-		161		161	34%	480	319
Utilities	128	1,011	427	884	150	1,034	88%	1,000	(34)
Loan Payable - Water/Sewer Fund				-	-	-	0%	65,000	65,000
Grant Expense - Water/Sewer Fund	-	25,000		35,000	-	35,000	100%	35,000	-
Total Other Expenses	319	33,128	584	38,903	500	39,403	37%	105,018	65,615
Maintenance Detail:									
General Maintenance	1,118	12,790	6,347	17,198	2,000	19,198	143%	12,000	(7,198)
Landscape Maintenance	1,365	18,693	1,365	13,618	2,730	16,348	83%	16,500	152
Community Clean Up		-		-	-	-	0%	1,000	1,000
Restroom Cleaning		260		-	500	500	0%	900	400
Snow Removal		40,600	7,500	35,500	15,000	50,500	63%	56,000	5,500
Sand/Salt		1,600		4,300	700	5,000	29%	15,000	10,000
Street Sweeping		-		4,516	-	4,516	129%	3,500	(1,016)
Security Gates		559	428	5,187	500	5,687	346%	1,500	(4,187)
Total Maintenance	2,483	74,502	15,640	80,319	21,430	101,749	75%	106,400	4,651
Repairs and Improvements Detail:									
Gates - Repair, replace, install	19,316	98,412		-	-	-	#DIV/0!	-	-
Forest Hills Drive Roadway Project		6,829		-	-	-	#DIV/0!	-	-
Gatehouse - Exterior, painting, interior/exterior	-	6,448		-	-	-	#DIV/0!	-	-
Outdoor Master Plan		14,934		-	-	-	#DIV/0!	-	-
Phase 1 Landscaping and irrigation				-	-	-	#DIV/0!	-	-
Stormwater Drainage Study				-	-	-	#DIV/0!	-	-
Stormwater Drainage Survey		-		-	-	-	#DIV/0!	-	-
2022 Projects					12,605	12,605	0%	50,000	37,395
Total Repairs and Improvements	19,316	126,623	-	-	12,605	12,605	0%	50,000	37,395

FOREST HILLS METROPOLITAN DISTRICT
2021 Actual and 2022 YTD and Budget
WATER AND SEWER FUND
As of October 31, 2022, Preliminary

	2021		2022					Actual to Budget Percentage	Adopted Budget	Projected Variance Favorable / (Unfavorable)
	October	Jan-Dec	October Actual	Actual Jan-Oct	Estimate Nov- Dec	Estimate Projection				
Revenue:										
Water Use Fees	4,873	34,477	3,700	41,419	4,757	46,176	90%	46,176	-	
Water Service Fees	10,305	121,413	13,796	134,214	30,954	165,168	81%	165,168	-	
Sewer Service Fees	13,617	161,391	18,172	176,831	40,729	217,560	81%	217,560	-	
Availability of Service	240	960	240	960	(240)	720	133%	720	-	
SRF Loan					-	-	#DIV/0!	-	-	
Grant Income - General Fund	-	25,000		35,000	-	35,000	100%	35,000	-	
Loan (1% interest) 5 years - GF					-	-	0%	65,000	(65,000)	
Interest & Other	803	4,598	1,215	6,370	750	7,120	1274%	500	6,620	
Total Revenue	29,838	347,839	37,123	394,794	76,950	471,744	74%	530,124	(58,380)	
Expenditures:										
Administration	4,874	40,203	3,165	36,075	6,499	42,574	85%	42,419	(155)	
Contractors	8,663	110,581	7,798	74,398	15,396	89,794	72%	103,870	14,076	
Water System R&M	3,162	71,613	25,619	100,792	15,088	115,880	78%	129,445	13,565	
Sewer System R&M	15,252	80,601	1,876	113,154	85,117	198,271	47%	238,320	40,049	
Repairs and Improvements	-	13,986	3,965	524,473	-	524,473	#DIV/0!	-	(524,473)	
Total Expenditures	31,951	316,984	42,423	848,892	122,100	970,992	165%	514,054	(456,938)	
* See Detail on page 2										
Revenue in Excess of Expenditures Before Transfers	(2,113)	30,855	(5,300)	(454,098)	(45,150)	(499,248)		16,070	(515,318)	
Transfer from GF	-	-	-	-	-	-		-		
Transfer (to) CPF	-	-	-	-	-	-		-		
Revenue in Excess of Expenditures After Transfers	(2,113)	30,855		(454,098)	(45,150)	(499,248)		16,070		
Depreciation Expense		-								
Fund Balance Beginning of Year	22,840	22,840		53,695	53,695	53,695		87,018		
Fund Balance End of Year	\$ 20,727	\$ 53,695		\$ (400,403)	\$ 8,545	\$ (445,553)		\$ 103,088	\$ -	

FOREST HILLS METROPOLITAN DISTRICT
2021 Actual and 2022 YTD and Budget
WATER AND SEWER FUND DETAIL
As of October 31, 2022, Preliminary

	2021		2022					Actual to Budget Percentage	Amended Budget	Projected Variance Favorable / (Unfavorable)
	October	Jan-Dec	October	Actual	Estimate	Projection				
			Actual	Jan-Oct	Nov - Dec					
Administration:										
District Manager	1,088	11,603	1,200	11,182	2,500	13,682	78%	14,400	718	
Administrative Assistant	550	6,600	550	5,500	1,100	6,600	83%	6,600	-	
Accountant	350	4,200	350	3,500	700	4,200	83%	4,200	-	
Billing	574	6,937	589	5,753	1,247	7,000	82%	7,000	-	
Insurance and Bonds	403	5,014	416	4,197	832	5,029	84%	5,000	(29)	
Permits	1,849	1,849		1,949	-	1,949	100%	1,949	-	
Dues & Subscription	60	950	60	600	-	600	#DIV/0!	-	(600)	
UNCC		-		-	120	120	0%	120	-	
Audit		3,050		3,350	-	3,350	106%	3,150	(200)	
Office Supplies		-		44	-	44	#DIV/0!	-	(44)	
Total Administration	4,874	40,203	3,165	36,075	6,499	42,574	85%	42,419	(155)	
Contractors:										
Legal and Water Rights										
Attorney (Hamre)	759	19,486	149	2,459	200	2,659	123%	2,000	(659)	
Engineer (Respec)	1,086	10,330	663	4,399	1,000	5,399	126%	3,500	(1,899)	
Reservoir Diligence Review & Documents					-	-	0%	3,000	3,000	
General Fund Loan Closing Costs					-	-	0%	2,000	2,000	
Engineering (Element)		195		825	500	1,325	7%	12,000	10,675	
Utility Locates	470	4,394	638	3,236	1,000	4,236	270%	1,200	(3,036)	
Curb Stop Locates					-	-	0%	4,000	4,000	
Operator	6,348	76,176	6,348	63,479	12,696	76,175	83%	76,170	(5)	
Total Contractors	8,663	110,581	7,798	74,398	15,396	89,794	72%	103,870	14,076	
Water System R&M:										
Water Rights Memberships										
BCWA		4,415		3,640	-	3,640	81%	4,500	860	
Utilities	2,811	29,444	2,990	26,750	6,000	32,750	96%	28,000	(4,750)	
Testing	44	1,812	528	1,670	1,500	3,170	42%	4,000	830	
Maintenance	230	16,506	1,385	15,806	4,500	20,306	75%	21,000	694	
Monitoring/alarms		-		-	-	-	0%	1,850	1,850	
Static Level Monitoring Equipment					-	-	0%	1,000	1,000	
Meter Reading	77	924	55	595	110	705	40%	1,500	795	
Chemicals		-		61	2,978	3,039	2%	2,600	(439)	
Pond Inlet Excuvation				9,550	-	9,550	104%	9,150	(400)	
Move Sediment Pile				5,375	-	5,375	104%	5,175	(200)	
General Fund Loan Payment				-	-	-	0%	13,325	13,325	
SRF Loan Payment		18,512	20,661	37,345	-	37,345	100%	37,345	-	
Total Water System R&M	3,162	71,613	25,619	100,792	15,088	115,880	78%	129,445	13,565	
Sewer System R&M:										
Maintenance	986	21,274		5,417	3,000	8,417	30%	18,000	9,583	
Clean and Video		-		11,648	-	11,648	78%	15,000	3,352	
Slipline Repairs					-	-	0%	11,620	11,620	
WWTP Upgrade			365	39,790	66,938	106,728	31%	130,000	23,272	
Sludge Hauling	9,371	39,717		32,441	11,725	44,166	65%	50,000	5,834	
Testing	374	4,357	442	2,944	998	3,942	84%	3,500	(442)	
Chemicals	4,521	15,253	1,069	20,914	2,456	23,370	205%	10,200	(13,170)	
Total Sewer System R&M	15,252	80,601	1,876	113,154	85,117	198,271	47%	238,320	40,049	
Repairs and Improvements Detail:										
Booster Pump Station		13,986	3,965	524,473		524,473	#DIV/0!	-	(524,473)	
Total Repairs and Improvements	-	13,986	3,965	524,473	-	524,473	#DIV/0!	-	(524,473)	

FOREST HILLS METROPOLITAN DISTRICT
2021 Actual and 2022 YTD and Budget
CAPITAL PROJECTS FUND
As of October 31, 2022, Preliminary

	2021		2022			Actual to Budget Percentage	Adopted Budget	Projected Variance Favorable / (Unfavorable)
	October	Jan - Dec	Oct Actual	Jan-Oct Actual	Nov - Dec Estimate			
	Projection							
Revenue:								
Interest on Investments	10	352	573	3,482	1,000	4,482	300	4,182
Loan Proceeds	-	-				-	-	
Total Revenue	10	352	573	3,482	1,000	4,482	300	4,182
Expenditures:								
General Fund Projects								
Road Project	12,106	110,493	4,500	439,583	126,139	565,722	700,000	134,278
Closing Costs on Loan								-
Gate Operators/Gatehouse								-
Crack Sealing/Patching				-				-
Fire Mitigation				-				-
Roof Replacement								-
Total General Fund Improvements:	12,106	110,493	4,500	439,583	126,139	565,722	700,000	142,642
Revenue in Excess of Expenditures Before Transfers	(12,096)	(110,141)	(3,927)	(436,101)	(125,139)	(561,240)	(699,700)	138,460
Transfer from Debt Service Fund								
Transfer from W&S Fund								
Revenues in Excess of Expenditures After Transfers	(12,096)	(110,141)	(3,927)	(436,101)	(125,139)	(561,240)	(699,700)	
Reserve Funds Beginning of Year	750,053	750,053	203,771	639,912	203,811	639,912	705,383	
Reserve Funds End of Year	737,957	639,912	199,844	203,811	78,672	78,672	5,683	-

FOREST HILLS METROPOLITAN DISTRICT
2021 Actual and 2022 YTD and Budget
DEBT SERVICE FUND
As of October 31, 2022, Preliminary

	2022								<i>Projected Variance Favorable / (Unfavorable)</i>
	2021		October	Actual	Estimate	Actual to Budget	Amended	Actual to Budget	
	October	Jan-Dec	Actual	Jan-Oct	Nov - Dec	Projection	Percentage	Budget	
Revenue:									
Property Taxes	990	150,522		150,561	1,051	151,612	99%	151,612	-
Interest on Investments	2	30	356	902	50	952	1804%	50	(902)
Transfer In		-		-	-	-	0%	-	-
Total Revenue	992	150,552	356	151,463	1,101	152,564	100%	151,662	(902)
Expenditures:									
Principal Payments	-	104,000		-	105,000	105,000	0%	105,000	-
Interest Payments		43,720		21,148	21,262	42,410	50%	42,410	-
Paying Agent Fees	-	-		-	-	-	0%	-	-
Bond Closing Costs		-		-	-	-	0%	-	-
County Treasurer Fees	15	2,260		2,256	144	2,400	94%	2,400	-
Total Expenditures	15	149,980	-	23,404	126,406	149,810	16%	149,810	-
Revenue in Excess of Expenditures	977	572	356	128,059	(125,305)	2,754	1	1,852	(902)
Reserve Funds Beginning of Year	1,893	1,893	130,168	2,465	2,465	2,465	-	2,862	-
Reserve Funds End of Year	2,870	2,465	130,524	130,524	(122,840)	5,219	1	4,714	(902)

	2014	2015	2016	2017	2018	2019	2020	2021	2022
ASSESSED VALUATION	8,706,180	8,658,652	8,747,778	8,746,265	8,958,166	8,963,176	9,276,027	9,291,512	10,456,000
MILLS	31.500	33.500	33.500	36.500	36.500	35.500	32.000	16.200	14.500
REVENUE	274,245	290,065	293,051	319,239	326,973	318,193	296,833	150,522	151,612

Forst Hills Metropolitan District
 Estimated Cash Flow
 November 30, 2022

	10/31/22 Balance	Interfund Transfers	Add: Deposits	Less: Board Checks	Monthly EFTs	Total Cash Available
General Fund						
1st Bank Checking	\$ 8,276.06					\$ 8,276.06
Less: October o/s checks	(360.00)					(360.00)
Colostrust (General)	360,460.12		-			360,460.12
Colostrust (CTF)	9,266.87		15.00	(5,750.00)	-	3,531.87
Tax deposit (11/10/22)			3,128.51			3,128.51
Transfers out - November 2022		-	-			-
November 2022 Checks (A/P as of 10/31/22)				(11,918.52)	-	(11,918.52)
November 2022 EFT payments - utilities					(871.15)	(871.15)
Estimated 11/30/22 available cash in General Fund	377,643.05	-	3,143.51	(17,668.52)	(871.15)	362,246.89

	10/31/22 Balance	Interfund Transfers	Add: Deposits	Less: Board Checks	Monthly EFTs	Total Cash Available
Water/Sewer Fund						
1st Bank Checking	130,851.63					130,851.63
Less: October o/s checks	(8,112.87)					(8,112.87)
Transfers out - November 2022		-			-	-
November 2022 Checks (A/P as of 10/31/22)				(18,295.07)		(18,295.07)
November 2022 EFT payments - utilities					(3,415.00)	(3,415.00)
November 2022 customer deposits made as of 11/30/2022 (ESTIMATE)			35,000.00			35,000.00
Estimated 11/30/22 available cash in Water/Sewer Fund	122,738.76	-	35,000.00	(18,295.07)	(3,415.00)	136,028.69

Estimated 11/30/22 available cash in Combined Funds \$ 500,381.81 \$ - \$ 38,143.51 \$ (35,963.59) \$ (4,286.15) **\$ 498,275.58**

Estimated 11/30/22 available cash in Capital Projects Fund \$ 210,655.79 \$ - \$ 400.00 \$ - \$ (4,500.00) **\$ 206,555.79**

Estimated 11/30/22 available cash in Debt Service \$ 130,921.96 \$ - \$ 200.00 \$ - \$ - **\$ 131,121.96**

October 2022 Outsanding Checks:

			Cleared Bank
The UPS Store	4122	360.00	
General Fund Checking		\$ 360.00	
ORC Water Professionals	ACH	8,112.87	11/16/2022
Water/Sewer Fund Checking		\$ 8,112.87	
EFT's During October 2022:			
Republic Services - trash	11/14/2022	\$ 748.75	
Vonage	11/11/2022	38.50	
1st Bank CC	11/2/2022	83.90	
		\$ 871.15	General Fund
Xcel Energy	11/25/2022	\$ 3,415.00	estimate
		\$ 3,415.00	Water/Sewer Fund

ESTIMATED CASH FLOWS THROUGH 11/30/22:	
Estimated General Fund Bank Balance at 11/30/22	\$ 362,246.89
Total 2022 GF Revenues not received	8,500.00
Total 2022 GF Expenses not paid	(42,287.00)
Less: Jeffco property taxes account for above (paid 11/10/22)	
- not included in 10/31/22 EFTs	
Estimated General Fund Bank Balance at 12/31/22	<u>\$ 328,459.89</u>
Estimated Water/Sewer Fund Bank Balance at 11/30/22	\$ 136,028.69
Total 2022 Water/sewer Fund Revenues not received	76,950.00
Total 2022 W/S Fund Expenses not paid	(122,100.00)
Estimated W/S Fund Bank Balance at 12/31/22	<u>\$ 90,878.69</u>
Estimated Capital Projects Fund Bank Balance at 11/30/22	\$ 206,555.79
Total 2022 CPF Revenues not received	1,000.00
Total 2022 CPF Expenses not paid	
Estimated Capital Projects Fund Bank Balance at 12/31/22	<u>\$ 207,555.79</u>
Estimated Debt Service Fund Bank Balance at 9/30/22	\$ 131,121.96
Total 2022 DSF Revenues not received	1,101.00
Total 2022 DSF Expenses not paid	(126,406.00)
Less: Jeffco property taxes account for above (paid 11/10/22)	
- not included in 9/30/22 EFTs	
Estimated Debt Service Fund Bank Balance at 12/31/22	<u>\$ 5,816.96</u>