

**FOREST VIEW ACRES WATER DISTRICT
REGULAR MEETING
AGENDA AND NOTICE**

<u>Board of Directors</u>	<u>Office:</u>	<u>Term Expiration</u>
David Pheteplace	President	May 2025
Vincent Guthrie	Treasurer	May 2027
Nancy Wilkins	Director	May 2025
Paul McKean	Director	May 2025
Matt Quinlan	Director	May 2027
Gregory Hoffman	Director	May 2025
P.K Robinson	Director	May 2025

DATE: January 24, 2024

TIME: 6:00 p.m.

PLACE: Monument Sanitation District
130 2nd Street, Monument, CO 80132

You can also attend the meeting via Zoom.

<https://us06web.zoom.us/j/81829085804?pwd=VHE3ZWFCUGphZk50elFIRUowZmxIdz09>

Meeting ID: 818 2908 5804

Passcode: 275940

1 (719) 359- 4580 or 1 (720) 707- 2699

I. ADMINISTRATIVE ITEMS:

A. Call to Order the Regular Meeting

B. Approval of Agenda

C. Review and Consider Approval of Draft Minutes from the Previous Meetings (enclosure)

II. PUBLIC COMMENT:

III. OPERATIONS REPORT & MAINTENANCE ITEMS:

A. Review Monthly Report prepared by ORC Water Professionals

IV. CAPITAL/ENGINEERING ITEMS:

A. Review Monthly Report prepared by Forsgren Associates Inc. (enclosures)

B. Review Request from Brian Peterson for a Commitment to Serve Letter for the Property at 17390 Shiloh Pines Dr. 80132 (enclosure)

- C. Review Request To Revise the Will Serve Letter to the Ponderosa Pines Estates Subdivision (Lots 2A and 2b are 18810 and 18820 Cloven Hoof Rd) (enclosure)

V. FINANCIAL ITEMS:

A. Treasurer's Report – Bank Balances/Transactions

- 1. Review Monthly Cash Position, Unaudited Financial Statements (enclosure)
- 2. Billing Register Report (enclosure)
- 3. Tap Fee Report (enclosure)

B. Review; Ratify and/or Approve Monthly Payment of Claims (enclosure)

C. Review and Consider Approval of an Audit Engagement Letter for Fiscal Year 2023 (enclosure)

D. Change from BOK to Inbank

VI. OTHER BUSINESS ITEMS / DIRECTOR'S ITEMS:

A. Look Ahead Schedule (enclosure)

B. Review and Consider Approval of New Agreement with CRS (enclosure)

VII. LEGAL ITEMS:

A. Provide Update on Taylor Easement

B. Provide Update on Red Rocks Acres Inclusion Inquiry

ADJOURN INTO EXECUTIVE SESSION IF NECESSARY Pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions.

VIII. ADJOURNMENT:

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR
MEETING OF THE BOARD OF DIRECTORS OF
THE FOREST VIEW ACRES WATER DISTRICT
AND THE BOARD OF DIRECTORS OF THE
WATER ACTIVITY ENTERPRISE
HELD
December 6, 2023**

ATTENDANCE

In attendance were Directors:

David Pheteplace, President, Term Expiration: May 2025
Nancy Wilkins, Term Expiration: May 2025
Paul McKean, Term Expiration: May 2025
Matt Quinlan, Term Expiration: May 2027
Gregory Hoffman, Term Expiration: May 2025
P.K. Robinson, Term Expiration: May 2025

Also, in attendance were:

Joel Meggers; Community Resource Services, LLC (“CRS”)
Molly Couture; Community Resource Services, LLC (“CRS”)
Peter Johnson; Vranesh and Raisch, LLP
Gabby Begeman; ORC Water Professionals
Mike Waresak, Forsgren Associates, Inc.

**ADMINISTRATIVE
ITEMS**

The meeting was called to order at 6:06 p.m.

Agenda – Mr. Meggers presented for the Board’s approval the proposed Agenda. Director Wilkins asked to have three items added to executive session: Shiloh Pines Inclusion, Leonard Rice Report, District Water Rights. Upon motion duly made by Director Hoffman, seconded by Director Hoffman and, upon vote, unanimously carried, as amended.

Minutes - The Board reviewed the Minutes of the October 27th, 2023, Regular Board meeting. Motion duly made by Director McKean, seconded by Director Robinson and, upon vote, unanimously carried, the minutes were approved, as amended.

Approval of 2024 Annual Resolution – Mr. Meggers presented the 2024 Annual Resolution to the Board. Motion duly made by Director Hoffman, seconded by Director McKean and upon vote, unanimously carried, the resolution was approved as presented.

**PUBLIC
COMMENTS**

There were no public comments.

RECORD OF PROCEEDINGS

OPERATIONS REPORT & MAINTENANCE ITEMS

ORC Water Professional's Monthly Operations Report – Ms. Begeman presented and reviewed her report with the Board. She shared production information of the surface water treatment plant which was positive. Director Wilkins asked about details of an electrical line that supports a booster pump for a resident that could support operations of the current equipment power.

Director Pheteplace asked a question about the status of the Arapahoe Well parking lot, and Director McKean offered solutions for this project.

Director Wilkins asked a follow up question about funding a Mission box. Motion duly made by Director Wilkins to fund a new Mission box not exceeding \$4,000.00, seconded by Director Hoffman and upon vote, unanimously carried, the resolution was approved.

Director Quinlin asked a follow up question regarding failed seals.

CAPITAL/ ENGINEERING ITEMS

Forsgren Engineering Updates – Mr. Waresak reviewed and discussed the status of the Surface Water Treatment Plant project. He shared updates regarding tank capacity, status of design, and lead time on equipment. There were follow up questions regarding the state review process.

Mr. Waresak also shared updates regarding the Cloven Hoof Loop project, as well. There was a site visit, and he shared thoughts on how to address the creek crossing. Ms. Couture shared an update regarding a grant application to subsidize costs of this project.

He also addressed the Emergency Interconnect Project and stated they are continuing work on the design drawings. Mr. Waresak updated the Board on an agreement with CORE Electric. Mr. Pheteplace asked a question regarding the Town of Monument project.

Review Request from Brian Peterson – the Board directed Mr. Meggers and Mr. Johnson to discuss requests from Mr. Peterson.

LEGAL ITEMS:

ADJOURN INTO EXECUTIVE SESSION Pursuant to §24-6-402(4)(e), C.R.S. to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions.

Motion duly made by Director Pheteplace to move into Executive Session at 6:54 p.m. seconded by Director Wilkins and, upon vote, unanimously carried, the Board moved to Executive Session to review and discuss contract negotiations regarding Taylor Easement, Red Rocks Acres

RECORD OF PROCEEDINGS

Inclusion, Shiloh Pines Inclusion, Leonard Rice Report, and District Water Rights.

Motion duly made by Director McKean to move out of Executive Session at approximately 7:46 p.m., seconded by Director Quinlin and, upon vote, unanimously carried, the Board moved to return to the regular Agenda.

Taylor Easement – Director Pheteplace directed Ms. Begemen to establish the location of the leak.

Red Rocks Acres Inclusion – The Board directed Mr. Meggers and Mr. Johnson to develop a fee estimate with Mr. Waresak.

BUDGET APPROVAL

Review and Consider Approval of 2024 Budget and Consider Adoption of Resolution to Adopt the 2024 Budget and Appropriate Sums of Money – Mr. Meggers reviewed and discussed the draft 2024 budget with the Board. Upon motion duly made by Director Wilkins, seconded by Director McKean, upon vote, unanimously carried, the Board approved the 2024 Budget and the 2024 Budget Resolution, with an adjustment after January 3rd and on or before January 10th based on final assessed valuation and with transfers included.

OTHER BUSINESS/ DIRECTORS ITEMS

Look Ahead Schedule – Mr. Meggers reviewed and discussed the look ahead with the Board.

AJOURNMENT

There being no further business to come before the Board, upon motion duly made by Director McKean, seconded by Director Wilkins, upon vote, unanimously carried, the Board adjourned the meeting at 8:01 p.m.

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL DECEMBER 6, 2023, MINUTES OF THE FOREST VIEW ACRES WATER DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

David Pheteplace

Vincent Guthrie

Nancy Wilkins

Gregory Hoffman

Paul McKean

P.K. Robinson

Matt Quinlan

BOARD MEETING UPDATE

To: Forest View Acres Water District

From: Mike Waresak, P.E., Forsgren Associates

Date: January 19, 2024

Subject: Project Updates for Board of Directors Meeting

1. **Surface Water Treatment Plant Upgrade**
 - Design drawings and technical specifications 90% complete. Review comments from FVAWD Operator received.
 - CDPHE application and Basis of Design report complete. Ready for CDPHE submittal upon FVAWD approval. (Submitted to FVAWD Board members 1/15.)
 - Electrical design in progress.
 - Schedule: 100% design after CDPHE review - estimate March 2024. Begin construction bid solicitation after CDPHE approval of plans.

2. **Cloven Hoof Waterline Loop - Phases 1,2, 3 and 4**
 - Design drawings and technical specifications 95% complete.
 - Horizontal directional drill across Monument Creek as agreed at December Board meeting.
 - Taylor easement pending.
 - Submit drawings to District for review by 1/24/24.
 - Schedule: Begin construction bid solicitation by 2/6. Receive construction bids by 3/14/24.

3. **Town of Monument Emergency Interconnect**
 - Design drawings and technical specifications complete.
 - Design review meeting with FVAWD Operator and CRS held 1/16/24.
 - Badger flow meter in vault to include data transmitting option to communicate with District's existing Badger meter software.
 - CORE Electric – revised Agreement from CORE needed
 - Schedule: Begin construction bid solicitation by 1/30. Receive construction bids by 3/7/24.

4. **Red Rock Acres**
 - Property owner's attorney requested FVAWD provide an estimate of connection fees that would be assessed for inclusion of 4 southern lots into FVAWD. Forsgren met with CRS and FVAWD attorney to discuss fees. Letter summarizing fees prepared and sent to property owner's attorney 1/11.

SPECIAL WARRANTY DEED

THIS DEED, made this 3rd day of August, 2018 between Thomas Puskas ("Grantor"), of the County of El Paso and State of Colorado and Brian Peterson ("Grantee") whose legal address is 17390 Shiloh Pines Drive, Monument, Colorado.

WITNESSETH, That the Grantor, for and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantees, and their successors and assigns forever, all previously unsevered mineral rights associated with the 3.94 acres deed on 27 Jul 2017 and the following water and water rights, located in the County of El Paso, State of Colorado:

Aquifer	Saturated Thickness (Feet)	Depth (Feet)	Total water included (Acre Feet)	Total Water Adjudicated on Original 75 acre tract (Acre Feet)
Lower Dawson	320	645	251	4704
Denver	220	1115	150	2805
Arapahoe	460	1700	313	5865
Laramie Fox Hills	200	2160	120	2250


in accordance with Consolidated Case No. 13CW3025 (District Court, Water Division 2) filed February 21, 2014, pursuant to the terms and conditions of the augmentation plan as decreed in the referenced case. Grantor hereby reserves all remaining groundwater underlying said Lot.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

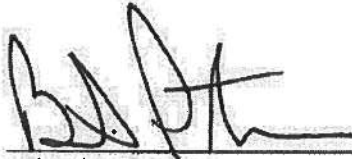
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, and their successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that it shall **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantees, and their successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor. Grantor provides no warranty as to the quantity or quality of the water conveyed herein.

The water and water rights conveyed herein are intended to provide a 300 year water supply for the referenced Lot. Therefore, the water and water rights shall run with the land, must be transferred to all successors and assigns of Grantee, may not be separated from transfer of title to the land, and may not be separately conveyed, bartered, liened or encumbered.

EXECUTED AND DELIVERED on the date set forth above.



 Thomas Puskas
 3125 Monument Lake Road
 Monument, Colorado 80132



 Brian S. Peterson
 17390 Shiloh Pines Drive
 Monument, CO 80132

STATE OF: COLORADO
 COUNTY OF: EL PASO

The forgoing instrument was acknowledged before me on ^{03 August 2018} ~~29 July 2017~~

Witness my hand and official seal.

My commission expires: 01/18/2021


 Notary Public

JILLIAN K MALESON
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20174002843
 MY COMMISSION EXPIRES JANUARY 18, 2021

DISTRICT COURT, WATER DIVISION 2

Court Address: 320 West 10th Street
Pueblo, CO 81003

Phone: (719) 583-7048

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

THOMAS J. PUSKAS

IN EL PASO COUNTY

Attorneys for Applicant:

David M. Shoheit, #36675
Felt, Monson & Culichia, LLC
319 N. Weber Street
Colorado Springs, Colorado 80903
Phone Number: (719) 471-1212
Fax Number: (719) 471-1234
E-mail: dms@fmcwater.com

DATE FILED: February 21, 2014 11:41 AM
CASE NUMBER: 2013CW3025

Δ COURT USE ONLY Δ

Case No.: 13CW3025

**FINDINGS OF FACT AND AMENDED RULING OF REFEREE
GRANTING UNDERGROUND WATER RIGHTS AND ADJUDICATION
OF DENVER BASIN GROUNDWATER**

THIS MATTER comes before the Court on the Application for Underground Water Rights and for Adjudication of Denver Basin Ground Water filed by Thomas J. Puskas, and having reviewed said Application and being fully advised on this matter, the following amended findings and orders are made:

FINDINGS OF FACT

General Findings

1. The Applicant in this case is Thomas J. Puskas, whose address is P.O. Box 1112, Monument, CO 80132 ("Applicant"). This case involves the adjudication of Denver Basin groundwater underlying Applicant's property in El Paso County, and adjudication of an exempt well pursuant to C.R.S. §37-92-602(4).

214014323

2. The Application in this case was filed in Water Division 2 on July 30, 2013, and was referred to the Water Referee by an Order of the Court dated August 2, 2013.

3. The Water Court caused publication of the Application as provided by statute and publication costs have been paid. Proof of Publication of the Application was filed with the Court on September 19, 2013. Timely and adequate notice of the pendency of these proceedings has, therefore, been given in the manner required by law.

4. The time for filing statements of opposition to the Application expired on September 30, 2013. No such statements of opposition were filed to the Application.

5. The Water Court has jurisdiction over the subject matter of these proceedings and over all those who have standing to appear as parties whether they have appeared or not. The land and water rights involved in this case are not within a designated ground water basin.

6. The Division Engineer for Water Division 2 filed his Consultation Report dated October 9, 2013, with the Court pursuant to C.R.S. §37-92-302(4). The Court has considered that Consultation Report in rendering this ruling. The Court has also considered the Determination of Facts of the State Engineer for each of the Denver Basin aquifers dated October 8, 2013, and provided to the Court.

Denver Basin Ground Water Rights

7. The land overlying the groundwater which is the subject of this case is owned by the Applicant and consists of 75 acres, more or less, located in the West 1/2 of the Northwest 1/4 of Section 15, and the East 1/2 of the Northeast 1/4 of Section 16, all in Township 11 South, Range 67 West of the 6th P.M. (the "Property"). A legal description of the Property is attached as Exhibit A and a map showing the Property is attached as Figure 1.

8. There are no encumbrances of record on the Property. Therefore, the notice provisions of C.R.S. §37-92-302(2)(b) did not apply to this Application.

9. Of the Denver Basin aquifers, the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers all exist beneath the Property. The Dawson and Denver aquifers underlying the Property contain not-nontributary water, while the water of the Arapahoe and Laramie-Fox Hills aquifers underlying the Property are nontributary. The quantity of groundwater in the Denver Basin aquifers exclusive of artificial recharge underlying the Property is as follows:

<u>Aquifer</u>	<u>Saturated Thickness (Feet)</u>	<u>Depth (Feet)</u>	<u>Total Water Adjudicated (Acre Feet)</u>	<u>Annual Average Withdrawal (Acre Feet)</u>
Lower Dawson	320	645	4704 ¹	47.0
Denver	220	1115	2805	28.1
Arapahoe	460	1700	5865	58.7
Laramie Fox Hills	200	2160	2250	22.5

10. Subject to the requirements and limitations of this decree, Applicant shall be entitled to withdraw all legally available ground water in the Denver Basin aquifers underlying the Property. Said amounts can be withdrawn over the 100 year life of the aquifers as set forth in C.R.S. § 37-90-137(4), or withdrawn over a longer time based upon local governmental regulations or Applicant's water needs. The average annual amounts of groundwater available for withdrawal from the Denver Basin aquifers underlying the Property have been determined as set forth above, based upon the October 8, 2013, Office of the State Engineer's Determination of Facts.

11. Applicant shall be entitled to withdraw an amount of groundwater in excess of the annual amount decreed from the Denver Basin aquifers underlying Applicant's Property, so long as the sum of the total withdrawals from all the wells in the aquifer does not exceed the product of the number of years since the date of issuance of the original well permit or the date of entry of a decree herein, whichever comes first, and the annual volume of water which Applicant is entitled to withdraw from the aquifer underlying Applicant's Property.

12. Applicant shall be entitled to produce the full legal entitlement from the respective Denver Basin aquifers underlying Applicant's Property through any combination of wells constructed into each aquifer. These wells may be treated as a well field, and may be located at any point within the boundaries of the Applicant's Property without the necessity of filing an amendment to the application, republishing, or petitioning the Court for the opening of this decree. The pumping rates for each well may vary according to aquifer conditions and well production capabilities. The Applicant shall be entitled to withdraw groundwater at rates of flow necessary to withdraw the entire decreed amounts. Applicant waives the 600-foot well spacing requirement of C.R.S. §37-90-137(2)(b) with respect to the well spacing of Applicant's wells in relation to one another on Applicant's Property. All wells shall be cased to prevent withdrawal of water from more than one aquifer.

¹ The amount of water in the Dawson aquifer adjudicated herein has been reduced by 100 acre feet (1.0 annual acre-feet) as such amount is allocated to State Engineer Exempt Well Permit No. 48273-A adjudicated herein.

13. Well permit applications for the wells to be drilled pursuant to this decree shall be applied for prior to drilling wells into the Denver Basin aquifers. No exact location is required for the wells in this decree, as that information will be provided when the well permit applications are submitted.

14. The Applicant is awarded a vested right to the use the groundwater as quantified in paragraph 8, or as modified by the Court under its retained jurisdiction, for beneficial uses on the Property consisting of domestic, commercial, irrigation, stock water, recreation, wildlife, piscatorial, fire protection, replacement, and central water supply for such uses. This water will be produced for immediate application to said uses, for storage and subsequent application to said uses, for exchange purposes, for replacement of stream depletions resulting from use of the water, and for augmentation purposes. The nontributary water may be used, reused, and successively used to extinction, both on and off the Applicant's Property. The nontributary water is subject, however, to the provisions of Rule 8 of the Denver Basin Rules, 2 CCR 402-6, limiting consumption to ninety-eight percent (98%) of the amount withdrawn. Provided however, except for the exempt Puskas Well decreed herein, Applicant shall not be entitled to construct a well or use water from the not nontributary Dawson and Denver aquifers until a decreed augmentation plan has been entered by the Court.

15. Water is available from the nontributary aquifers beneath the Applicant's Property and the withdrawal of that water from wells in the amounts of water determined in accordance with the provisions of this decree will not result in material injury to any other vested water rights or to any other owners or users of water.

Underground Water Rights

16. For the absolute ground water right claimed, the Applicant has completed all of the elements for the appropriation of a water right to wit:

A. Formation of the intent to appropriate water.

B. Performance of overt acts coincidentally with this intent to manifest the intention to appropriate water to beneficial use and to demonstrate taking of a substantial step toward applying water to beneficial use by applying for and drilling exempt domestic Well Permit No. 48273-A. These acts were of such a nature to provide interested third parties with notice of the nature and extent of the proposed diversion and consequent demand upon the river system.

C. Waters tributary to the Arkansas River have been diverted or otherwise captured, possessed, or controlled, and have been beneficially used in the amounts claimed and for the uses stated herein.

17. The following underground water right is hereby decreed pursuant to C.R.S. §37-92-602(3)(b)(I):

A. Name of Well: Puskas Well

B. Legal Description of Point of Diversion: The Puskas Well is located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 11 South, Range 67 West of the 6th P.M., El Paso County, Colorado, approximately 1450 feet south from the north section line of said Section 16, and 350 feet west from the east section line of said Section 16.

C. Means of Diversion: Well; Well Permit No. 48273-A.

D. Source: Groundwater from the Dawson Aquifer of the Denver Basin aquifer tributary to the Arkansas River and its tributaries.

E. Appropriation:

(i) Date of Initiation of Appropriation: May 16, 1977.

(ii) How Appropriation Was Initiated: Appropriation was initiated by the issuance by the Office of the State Engineer of Well Permit No. 48273-A, on May 16, 1977, together with an intent to appropriate the water from the well and apply the water to beneficial use.

(iii) Date Water Applied to Beneficial Use: June 3, 1977.

F. Well Depth: 215 feet.

G. Amount Claimed: 14 g.p.m. absolute.

H. Use: Ordinary household purposes inside two single family dwellings, the watering of domestic animals, and the irrigation of 1 acre of home, gardens and lawns.

I. Place of use: The water from this well can be used for the above uses upon Applicant's Property.

J. Exempt Decreed Status: This well is an exempt well under C.R.S. §37-92-602(3)(b)(1) for the uses set forth above, and is being decreed pursuant to C.R.S. §37-92-602(4). The priority date of this well shall, therefore, be the appropriation date set

forth above regardless of the date of application or the date of this decree. So long as the use of this well is limited to those uses allowed under Permit No. 48273-A, it is exempt from administration under the priority system pursuant to C.R.S. § 37-92-602.

18. By reason of this decree under C.R.S. 37-92-602(4), this exempt decreed well shall not lose its status as exempt from administration within the prior appropriation system under C.R.S. 37-92-602(1), or any other benefits to an exempt well structure. This decreed exempt well structure is a vested water right entitled to protection as such, and shall be entitled to assert injury in any pending or future water rights application. Provided however, that this decreed exempt well shall not be entitled to assert, by the Applicant or through the Colorado Division of Water Resources, its respective priority date for purposes of placing a call or curtailment upon other vested or conditional water rights junior in priority to it under the prior appropriation system.

19. The exempt decreed well is absolutely decreed only for its actual uses in place. These decreed uses may be for less than the full exempt use entitlement under C.R.S. 37-92-602(1)(b) for such structures. Any other statutory exempt uses authorized by the provision of C.R.S. 37-92-602 which have not been expressly decreed herein are not waived but are preserved in all respects by the Applicant.

CONCLUSIONS OF LAW

20. Applicant is entitled to the sole right to withdraw all the legally available water in the Denver Basin aquifers underlying the Applicant's Property, and the right to use that water to the exclusion of all others subject to the terms of this decree.

21. The Applicant has complied with C.R.S. §37-90-137(4), and the groundwater requested herein is legally available for withdrawal by the requested nontributary wells, and legally available for withdrawal by the requested not nontributary wells upon the entry of a decree approving an augmentation plan pursuant to C.R.S. §37-90-137(9)(c), except for the Puskas Well as decreed herein. Applicant is entitled to a decree from this Court confirming his rights to withdraw groundwater pursuant to C.R.S. §37-90-137(4).

22. The Denver Basin water rights granted by this decree are not conditional water rights, but are absolute water rights determined pursuant to C.R.S. §37-90-137. No applications for diligence are required. The claims for nontributary and not nontributary groundwater meet the requirements of Colorado law.

23. The determination of the nontributary groundwater rights in the Denver Basin aquifers as set forth herein is contemplated and authorized by law. C.R.S. §37-90-137 and C.R.S. §37-92-302 to §37-92-305.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

24. All the foregoing Findings of Fact and Conclusions of Law are incorporated by reference herein, and are to be considered a part of this Ruling as though set out in full.

25. The Application for Underground Water Rights and Adjudication of Denver Basin Ground Water by the Applicant is granted, subject to the terms of this decree.

26. The Applicant shall comply with C.R.S. §37-90-137(9)(b) requiring the relinquishment of the right to consume of up to two percent of the amount of the nontributary groundwater withdrawn. Ninety-eight percent of the nontributary ground water withdrawn may thereby be consumed. No plan of augmentation shall be required to provide for such relinquishment.

27. The Court retains jurisdiction over this matter to make adjustments in the allowed average annual amount of withdrawal from the Denver Basin aquifers, either upwards or downwards, to conform to actual local aquifer characteristics, and that the Applicant need not refile, republish, or otherwise amend this application to request such adjustments.

28. The Court determines and orders that the State Engineer shall issue well permits in accordance with C.R.S. § 37-90-137(4) and/or (10) and the decree entered herein. Should Applicant fail to construct any well prior to the expiration of the well permit, Applicant may reapply to the State Engineer for a new well permit and the State Engineer shall issue a new well permit with terms and conditions no more burdensome than those contained herein.

29. The wells shall be installed and metered as reasonably required by the Division Engineer and the State Engineer. Each well shall be equipped with a totalizing flow meter and Applicant shall submit diversion records to the Division Engineer or his representative on an annual basis or as otherwise requested by the Division Engineer.

30. This decree shall be recorded. Copies of this decree, when entered by the Court, shall be mailed to the parties as required by statute.

31. The groundwater rights decreed herein are vested property rights decreed to the Applicant. The groundwater rights decreed herein shall be owned by the Applicant or the Applicant's successors until such time as the Applicant's or the Applicant's successors expressly convey all or a portion of the water to another entity through a deed that identifies this case number, the specific aquifer, and the annual volume (based on a 100-year aquifer life) or total volume of ground water that is being conveyed.

DATED THIS 21st day of January, 2014.

BY THE REFEREE:



Mardell R. DiDomenico

Mardell R. DiDomenico
Water Referee, Water Division 2
State of Colorado

THE COURT FINDS THAT NO PROTEST WAS MADE IN THIS MATTER, THEREFORE THE FORGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: February 21, 2014.

BY THE COURT:

Larry C. Schwartz
LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

**Exhibit A
Legal Description**

The West One Half of the Northwest Quarter and the West One Half of the Southwest Quarter of Section 15 and the East One Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 16, all in Township 11 South, Range 67 West of the 6th P.M. EXCEPTING THEREFROM, the following portions thereof:

a) that portion of Section 15 conveyed to the People of the State of Colorado by Warranty Deed recorded July 12, 1892 in Book 129 at Page 586;

b) that portion conveyed to El Paso County for road purposes by Quitclaim Deed recorded June 22, 1902 in Book 331 at Page 163;

c) that portion lying within the North 10 feet of the Northwest Quarter of the Northwest Quarter of Section 15, conveyed to J. L. Freeman by Warranty Deed recorded November 15, 1923 in Book 706 at Page 505;

d) that portion conveyed to Norman c. Foote and Alice B. Foote by Warranty Deed recorded June 25, 1971 in Book 2417 at Page 843;

e) that portion conveyed to Panther Properties, Inc. by Warranty Deed recorded June 19, 1979 in Book 3190 at Page 39; and

f) that portion conveyed to Leigh C. Wilde from Thomas J. Puskas by Quit Claim Deed recorded on December 1, 2004 at Reception No. 204196943,

All recorded with the El Paso County Clerk and Recorder.

R 67 W



T 11 S

Printed from TOPO! ©2001 Whitewater Productions (www.topo.com)



Scale 1" = 2000'

Location Map

Thomas Fuskas Property

Wm Curtis Wells & Co.
consulting ground water geologists

Figure 1

DISTRICT COURT, WATER DIVISION 2, COLORADO

Court Address: 501 North Elizabeth Street, Suite 116
Pueblo, CO 81003

DATE FILED: July 22, 2015 10:44 PM
CASE NUMBER: 2013CW3025

CONCERNING THE APPLICATION FOR WATER
RIGHTS OF:

▲ COURT USE ONLY ▲

THOMAS J. PUSKAS

Case No.: 13CW3025

IN EL PASO COUNTY.

**ORDER APPROVING PETITION TO CORRECT CLERICAL MISTAKE AND
ORDER ENTERING AN AMENDED DECREE**

THIS MATTER having come before the Water Judge upon the Petition to Correct a Clerical Mistake filed by the Applicant, Thomas J. Puskas, and the Water Judge being fully advised on this matter and having reviewed the filed Petition,

THE WATER JUDGE FINDS AND ORDERS that the correction of the clerical errors is appropriate under C.R.C.P. 60 and C.R.S. § 37-92-304(10) and the July 21, 2015 Petition to Correct Clerical Mistakes is hereby granted.

THE WATER JUDGE FURTHER FINDS AND ORDERS that Paragraph 14 of the February 21, 2014 Decree shall cross-reference paragraph 9 of the Decree.

THE WATER JUDGE FURTHER ORDERS the entry of an amended and restated decree in this matter correcting the above-clerical error to conform the decree to the intent of the parties and the Water Court.

DONE this 22nd day of July, 2015.

BY THE COURT:


LARRY C. SCHWARTZ, WATER JUDGE
WATER DIVISION 2

Sandy O'Neill

Subject: FW: TBD Cloven Hoof (Lot next to 18820 Cloven Hoof) Palmer Lake
Attachments: Water Serve Letter water.pdf; PDF 12-26-23 Revised Plat - Ponderosa Pines.pdf; 1-2-24 Comments to date.pdf

From: Joel Meggers <jmeggers@crsofcolorado.com>
Date: January 4, 2024 at 4:24:55 PM MST
To: Clifford Edwards <cliffe865@gmail.com>
Cc: pci@vrlaw.com, mwaresak@forsgren.com, Molly Couture <mcouture@crsofcolorado.com>
Subject: FW: TBD Cloven Hoof (Lot next to 18820 Cloven Hoof) Palmer Lake

Hi Clifford,

Good to hear from you. The board meets on the 24th of this month. Can this item wait until then?

Thanks,

Joel Meggers
President of Community Resource Services (CRS) of Colorado
303-204-0803
www.crsofcolorado.com

Please be advised that this email and any files transmitted with it may be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: CLIFFORD A JOYNER <joynercon@msn.com>
Sent: Tuesday, January 2, 2024 3:03 PM
To: Joel Meggers <jmeggers@crsofcolorado.com>
Cc: Danielle Murten <joynerconstructionco@hotmail.com>; Sandy O'Neill <soneill@crsofcolorado.com>; CLIFFORD A JOYNER <joynercon@msn.com>
Subject: Re: TBD Cloven Hoof (Lot next to 18820 Cloven Hoof) Palmer Lake

Joel:

You may recall that you send me a will serve letter for a two lot subdivision on ClovenHoof Rd. In this same subdivision there are two existing homes (Lots 2A and 2b are 18810 and 18820 Cloven Hoof Rd) with water supplied by Forest View Acres Water. For your convince, I have attached your will serve letter. And the developed subdivision plan. The county is now in the approval stage of this project. We now have a subdivision name: Ponderosa Pines Estates.

The county has demanded I produce a updated letter from Forest View Acres water with changes, please see agency review comments attached below. Please let me know if you have any questions and feel free to call or email if you would like to discuss this issue. Thank you.

Clifford Joyner

President Joyner Construction Co. Inc.

Office 719-481-6196

Cell 719-491-6411

On Jul 25, 2023, at 3:31 PM, Joel Meggers <jmeggers@crsofcolorado.com> wrote:

Hi Danielle,

We should have something for you by the end of this week.

Thanks,

Joel Meggers

President of Community Resource Services (CRS) of Colorado

303-204-0803

www.crsofcolorado.com

Please be advised that this email and any files transmitted with it may be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Danielle Murten Office Manager <joynerconstructionco@hotmail.com>

Sent: Monday, July 24, 2023 9:13 AM

To: Joel Meggers <jmeggers@crsofcolorado.com>; joynercon@msn.com

Subject: Re: TBD Cloven Hoof (Lot next to 18820 Cloven Hoof) Palmer Lake

Hi Joel,

I just wanted to touch base and see where this will serve letter stood. We are trying to submit this to El Paso County as soon as we can so any info would be great. Thank you!

Danielle Murten

Office Manager (*Mondays and Thursdays 8:30-4*)

Joyner Construction Company Inc.

1270 Fawnwood Road, Monument, CO 80132

Phone: 719.481.6196

Email: joynerconstructionco@hotmail.com

From: Joel Meggers <jmeggers@crsofcolorado.com>
Sent: Sunday, July 16, 2023 7:06 PM
To: Danielle Murten Office Manager
<joynerconstructionco@hotmail.com>; joynercon@msn.com <joynercon@msn.com>
Subject: RE: TBD Cloven Hoof (Lot next to 18820 Cloven Hoof) Palmer Lake

Hi Danielle,

Ok, we'll get you something.

Thanks,

Joel Meggers
President of Community Resource Services (CRS) of Colorado
303-204-0803
www.crsofcolorado.com

Please be advised that this email and any files transmitted with it may be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Danielle Murten Office Manager <joynerconstructionco@hotmail.com>
Sent: Thursday, July 13, 2023 3:13 PM
To: Joel Meggers <jmeggers@crsofcolorado.com>; joynercon@msn.com
Subject: TBD Cloven Hoof (Lot next to 18820 Cloven Hoof) Palmer Lake

Good afternoon Joel,

We are going through the subdivision process in El Paso county for our lot at TBD Cloven Hoof Rd, which is next to 18820 Cloven Hoof Rd, Palmer Lake. To continue with the requirements from El Paso County we need a "Willing to Serve" letter stating that there is water available to our lot. I have attached a letter from the sewer department as an example of what we are looking for. We understand this does not guarantee approval from the board, we just need the letter per the county requirements to move forward with our subdivision process going from one lot to two. I have cc'd my boss, Cliff Joyner, who is also the owner of the lot in question. Please do not hesitate to reach out to us with any questions or information you need for this request. We appreciate the help.

Danielle Murten

Office Manager (*Mondays and Thursdays 8:30-4*)

Joyner Construction Company Inc.

1270 Fawnwood Road, Monument, CO 80132

Phone: 719.481.6196

Email: joynerconstructionco@hotmail.com

FOREST VIEW ACRES WATER DISTRICT

c/o Community Resource Services of Colorado, LLC

7995 E. Prentice Ave. Suite 103E

Greenwood Village, CO 80111

Ph. (303) 381-4960 * F. (303) 381-4961

August 7, 2023

Clifford Joyner
1270 Fawnwood Road
Monument, CO 80132

RE: Commitment Letter for Lot 1 in the Morgan Subdivision

Dear Mr. Joyner:

The Forest View Acres Water District (FVAWD) commits to providing water for 2 detached single-family dwellings to be located on Lot 1 in the Morgan Subdivision off of Cloven Hoof Drive. The property is located within the FVAWD's service area.

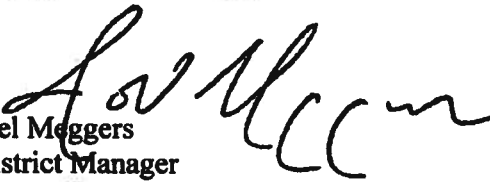
The water commitment for the proposed lot equates to a total of two single family equivalents (SFE). This commitment is conditional, requiring compliance with all FVAWD Rules and Regulations, including payment of appropriate fees. Charges include tap fees and all applicable water service fees.

The Forest View Acres Water District has adequate water supply to provide this service.

Sincerely,

FOREST VIEW ACRES WATER DISTRICT

Joel Meggers
District Manager

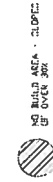


PONDEROSA PINE ESTATES

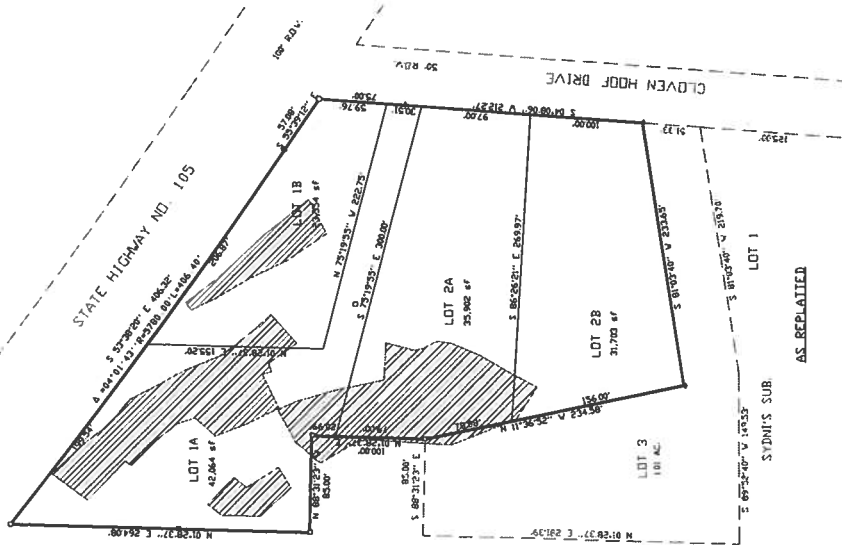
A SUBDIVISION OF LOTS 1 AND 2, MORGAN SUBDIVISION NO. 1 SECTION 9, T.11S, R.67W, OF THE 6TH P.M. EL PASO COUNTY, COLORADO



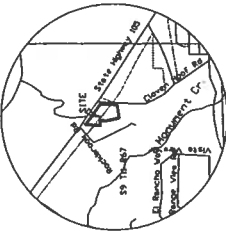
- LEGEND:**
- SET YELLOW 5/8x3 CAP ON 5/8 REBAR
 - FOUND 1/2" IRON PIN
 - FOUND 5/8 REBAR
 - FOUND 3/4" AL. CAP COT. B&V MARKER



NO BUILD AREA - CLDFE
BY ORDER 202



AS CURRENTLY PLATTED
1"=100'



VICINITY MAP
1"=1000'

- NOTES:**
1. Bearings are based on the computed bearing of S12°17'19"E for a line between the northeast corner of Lot 1, monumented by a 3" iron pipe at ground level, and the southwest corner of Lot 2, monumented by a 5/8" rebar at ground level as shown on the plat.
 2. All distances, unless found or set are at ground level unless otherwise noted on the plat.
 3. This subdivision was provided by the client as follows:
File No. 890204
Date of Recordation: 01/27/2005
The survey does not constitute a title search or opinion.
 4. NOTES: according to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
 5. The plat and the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 6804100257 dated December 7, 2005.
 6. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 7. THE SURVEYOR OF THE REPEAT VESTES ALL OTHER RIGHTS FOR THE AREA DESCRIBED BY THE REPEAT.
 8. ANY PERSON WHO CONSTRUCTS OR CONSTRUCTS AND/OR MAINTAINS ANY STRUCTURE, INCLUDING NECESSARY UTILITY OR EGRESS CURBS, SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT AND THE EL PASO COUNTY PUBLIC WORKS DEPARTMENT AND THE EL PASO COUNTY PUBLIC UTILITIES DEPARTMENT. THE EL PASO COUNTY PUBLIC UTILITIES DEPARTMENT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NECESSARY UTILITY OR EGRESS CURBS. THE EL PASO COUNTY PUBLIC UTILITIES DEPARTMENT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NECESSARY UTILITY OR EGRESS CURBS. THE EL PASO COUNTY PUBLIC UTILITIES DEPARTMENT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NECESSARY UTILITY OR EGRESS CURBS. THE EL PASO COUNTY PUBLIC UTILITIES DEPARTMENT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL NECESSARY UTILITY OR EGRESS CURBS.
 9. THE FOLLOWING CONDITIONS HAVE BEEN SUBMITTED IN ASSOCIATION WITH THE PRELIMINARY PLAN OR FINAL PLAN FOR THIS SUBDIVISION AND ARE ON FILE AT THE COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT, EL PASO COUNTY, COLORADO:
a. The plat and the current effective Federal Emergency Management Agency Flood Insurance Rate Map, the subject property is located outside the boundary of the 100 Year Floodplain, as identified on FEMA Mapping Panel No. 6804100257 dated December 7, 2005.
 10. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 11. THE SURVEYOR OF THE REPEAT VESTES ALL OTHER RIGHTS FOR THE AREA DESCRIBED BY THE REPEAT.
 12. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 13. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 14. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 15. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 16. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 17. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 18. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 19. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 20. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 21. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 22. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 23. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 24. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 25. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 26. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 27. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 28. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 29. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 30. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 31. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 32. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 33. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 34. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 35. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 36. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 37. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 38. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 39. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 40. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 41. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 42. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 43. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 44. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 45. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 46. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 47. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 48. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 49. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 50. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 51. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 52. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 53. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 54. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 55. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 56. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 57. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 58. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 59. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 60. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 61. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 62. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 63. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 64. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 65. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 66. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 67. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 68. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 69. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 70. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 71. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 72. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 73. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 74. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 75. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 76. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 77. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 78. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 79. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 80. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 81. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 82. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 83. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 84. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 85. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 86. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 87. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 88. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 89. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 90. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 91. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 92. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 93. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 94. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 95. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 96. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 97. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 98. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 99. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.
 100. THE SURVEYOR'S LIABILITY SHALL BE LIMITED TO THE AREA DESCRIBED BY THE REPEAT.

DESIGNED BY THE OFFICE OF:
OLIVER E. WATTS & ASSOCIATES
CONSULTING ENGINEER
CLOVEN SPRINGS, CO 80827
PHONE: 303-883-2000
WWW.OEWA.COM
Celebrating over 44 years in business

Agency Review Comments

Project

Project Name

Ponderosa Pines Estates Subdivision

Applicant

Clifford Joyner

EA Number

EA2323

File Number

VR2324

Project Manager

Christian Haas (ChristianHaas@elpasoco.com)

(719) 520-6442 x6442

Status

Active

Created

6/27/2023 10:30:21 AM

Review Comments (3)

Agency	Comment	Date
County Attorney - Water	The commitment letter needs to accurately identify the subdivision, identify the amount of water being committed in acre-feet, and commit to serving the entire subdivision - not just new lots or homes. Additionally, the Water Resource Report needs to address more recent information regarding available water supply of Forest View Acres Water District (provides information from 10 years ago). Lastly, once these items have been addressed the County Attorney's Office will review for water sufficiency following receipt of findings from the Colorado Division of Water Resources.	12/29/2023 9:51:52 AM
EPC Parks Department	See Parks comments attached.	12/20/2023 3:13:49 PM
911 Authority - El Paso/Teller County	No action for E911 on this submittal. Thank you. Justin	12/20/2023 8:30:06 AM

© 2024 - EPC EDARP

**FOREST VIEW ACRES WATER DISTRICT
CASH POSITION SUMMARY
Year to Date (YTD) as of December 31, 2023
Adjusted as of January 19, 2024**

Account Activity Item Description	CHECKING	INVESTMENTS		TOTAL ALL ACCOUNTS
	BOK Financial	ColoTrust Plus	Colotrusted Edge	
Beginning balance per bank	\$ 154,116	\$ 203,748	\$ 809,520	\$ 1,167,384
YTD credits - Total deposits, wires and transfers	707,260	102,391	45,582	855,233
YTD debits - Total vouchers, wires and transfers	(758,394)	(50,000)	(1,643)	(810,037)
YTD bank balance	102,982	256,139	853,459	1,212,580
Add refund	-	-	-	-
Less outstanding checks	(12,523)	-	-	(12,523)
YTD book balance	90,459	256,139	853,459	1,200,057
Current period activity				
Current period deposits	32,710	-	-	32,710
Current period payables	(112,960)	-	-	(112,960)
Current period automatic payables	(2,729)	-	-	(2,729)
Total current cash balance	\$ 7,480	\$ 256,139	\$ 853,459	\$ 1,117,078

Note: The monthly operating reserve is \$83,417

ColoTrust: Website <https://www.colotrusted.com/>
Relationship Manager Brett Parsons 720-704-5801 Brett.Parsons@ColoTrust.com

Colorado Water Resources & Power Development Authority (Debt Schedule - Unaudited)				
	12/31/2022	2023	YTD 2023	2023
	Principal Balance	Principal Payment	Principal Balance	Interest Payment
Loan D12F285	\$ 1,050,000.00	\$ 100,000.00	\$ 950,000.00	\$ -
Loan D16F368	365,004.21	23,803.95	341,200.26	7,181.65
	\$ 1,415,004.21	\$ 123,803.95	\$ 1,291,200.26	\$ 7,181.65

FOREST VIEW ACRES WATER DISTRICT
ALLOCATION OF FUND BALANCES - CASH BASIS (NON-GAAP)
Year to Date (YTD) as of December 31, 2023
UNAUDITED

Account Activity Item Description	GENERAL	OPERATIONS	CAPITAL	TOTALS ALL FUNDS
BEGINNING FUND BALANCES	\$ 141,040	\$ 464,548	\$ 504,978	\$ 1,110,566
YTD REVENUES PER FINANCIAL STATEMENTS				
Availability of service fees	-	-	4,120	4,120
Capital replacement fees	-	-	201,114	201,114
ARPA reimbursement	-	-	2,450	2,450
Interest and unrealized gain/(loss)	56,640	-	-	56,640
Late fees and penalties	-	4,260	-	4,260
Miscellaneous	-	270	-	270
Operations fees	-	160,673	-	160,673
Property taxes	82,462	-	-	82,462
Specific ownership taxes	8,427	-	-	8,427
Tap fees	-	-	93,000	93,000
Transfer fees	-	2,700	-	2,700
Water usage fees	-	182,657	-	182,657
Total YTD revenues	147,529	350,560	300,684	798,773
Beginning Fund Balances Plus YTD Revenues	288,569	815,108	805,662	1,909,339
Total YTD EXPENDITURES	(105,757)	(298,634)	(304,891)	(709,282)
TRANSFERS	(180,000)	80,000	100,000	-
Total YTD expenditures and transfers	2,812.00	596,474.00	600,771.00	1,200,057.00
ENDING FUND BALANCES	\$ 2,812	\$ 596,474	\$ 600,771	\$ 1,200,057

Budget vs. Actual Page Reference:

Page 3

Page 4

Page 5

**FOREST VIEW ACRES WATER DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
FOR THE TWO MONTHS AND YEAR ENDED DECEMBER 31, 2023
Unaudited**

	Nov-Dec Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 100%
REVENUES					
Property taxes	\$ 3,241	\$ 82,462	\$ 80,000	\$ 2,462	103%
Specific ownership taxes	1,474	8,427	8,000	427	105%
Interest	48	120	100	20	120%
Interest - CT Plus	2,361	12,584	1,400	11,184	899%
Interest/Unrealized gain/(loss) - CT Edge	9,479	43,936	3,500	40,436	1255%
Total revenues	<u>16,603</u>	<u>147,529</u>	<u>93,000</u>	<u>54,529</u>	<u>159%</u>
EXPENDITURES					
Audit	-	15,402	14,000	1,402	110%
Directors' fees	1,800	8,000	9,100	(1,100)	88%
District management and accounting	2,742	17,634	16,000	1,634	110%
District website and push notifications	200	6,093	6,200	(107)	98%
Elections	-	1,665	5,000	(3,335)	33%
Insurance and SDA dues	12,480	13,120	14,000	(880)	94%
Legal	2,849	36,331	16,000	20,331	227%
Miscellaneous	-	3,202	4,000	(798)	80%
Postage	625	2,757	4,000	(1,243)	69%
Training and education	-	-	500	(500)	0%
Treasurer fees	13	1,203	1,200	3	100%
US Forest Service	350	350	350	-	100%
Emergency reserve	-	-	2,800	(2,800)	0%
Total expenditures	<u>21,059</u>	<u>105,757</u>	<u>93,150</u>	<u>12,607</u>	<u>114%</u>
EXCESS OF EXPENDITURES OVER (UNDER) REVENUES	<u>(4,456)</u>	<u>41,772</u>	<u>(150)</u>	<u>41,922</u>	<u>-27848%</u>
OTHER FINANCING USES					
Transfer to operations fund	<u>(180,000)</u>	<u>(180,000)</u>	<u>(200,000)</u>	<u>20,000</u>	<u>90%</u>
Total other financing uses	<u>(180,000)</u>	<u>(180,000)</u>	<u>(200,000)</u>	<u>20,000</u>	<u>90%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (184,456)</u>	<u>(138,228)</u>	<u>\$ (200,150)</u>	<u>\$ 61,922</u>	
BEGINNING FUND BALANCE		<u>141,040</u>			
ENDING FUND BALANCE		<u>\$ 2,812</u>			

FOREST VIEW ACRES WATER DISTRICT
OPERATIONS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
FOR THE TWO MONTHS AND YEAR ENDED DECEMBER 31, 2023
Unaudited

	Nov-Dec Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 100%
REVENUES					
Late fees and penalties	\$ 780	\$ 4,260	\$ 3,000	\$ 1,260	142%
Miscellaneous	-	270	1,000	(730)	27%
Operations fees (\$40/month; 338 accounts)	27,683	160,673	162,240	(1,567)	99%
Transfer fees	600	2,700	3,000	(300)	90%
Water usage fees (Tiered)	23,509	182,657	182,000	657	100%
Total revenues	52,572	350,560	351,240	(680)	100%
EXPENDITURES					
General					
Bank fees	139	797	1,000	(203)	80%
Billing	3,600	24,883	21,000	3,883	118%
District management and accounting	5,315	34,736	31,000	3,736	112%
Meter reading and maintenance	671	13,428	5,000	8,428	269%
Meter replacement	-	920	3,000	(2,080)	31%
Miscellaneous	268	2,690	3,500	(810)	77%
Remote read data charge (Badger/Nat'l Meter)	665	3,585	3,800	(215)	94%
Utilities - refuse collection (Tri Lakes)	-	704	400	304	176%
Subtotal - General expenditures	10,658	81,743	68,700	13,043	119%
Surface Water Treatment Plant - 002					
Operator In resp chg (SWTP)	3,322	18,447	30,000	(11,553)	61%
Repairs and maintenance	-	22,378	12,000	10,378	186%
Supplies and chemicals	542	11,941	8,700	3,241	137%
Telephone	-	-	600	(600)	0%
Utilities - electric (Mountain View - 30030200)	352	1,102	3,000	(1,898)	37%
Water testing	-	-	1,000	(1,000)	0%
Subtotal - SWTP expenditures	4,216	53,868	55,300	(1,432)	97%
Arapahoe Treatment Plant - 000					
Operator In resp chg (ORC)	2,785	24,523	25,000	(477)	98%
Repairs and maintenance	15,210	17,843	6,000	11,843	297%
Supplies and chemicals	3,034	22,749	4,500	18,249	506%
Telephone	201	1,593	2,500	(907)	64%
Utilities - electric (CORE 18852 Rockbrook)	4,575	30,564	28,000	2,564	109%
Utilities - gas	594	1,812	2,500	(688)	72%
Utilities - sewer treatment (PLS)	496	4,053	3,500	553	116%
Water testing	-	-	4,000	(4,000)	0%
Subtotal - ATP expenditures	26,895	103,137	76,000	27,137	136%
Booster Station					
Utilities - booster electric (Mountain View - 300301)	1,131	3,361	8,000	(4,639)	42%
Operations & maintenance - Booster	-	6,428	2,000	4,428	321%
Subtotal - Booster Station	1,131	9,789	10,000	(211)	98%
Other Expenditures					
Distribution repairs and maintenance	6,450	50,097	40,000	10,097	125%
Contingency	-	-	25,000	(25,000)	0%
Subtotal - other expenditures	6,450	50,097	65,000	(14,903)	77%
Total expenditures	49,350	298,634	275,000	23,634	109%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	3,222	51,926	76,240	(24,314)	68%
OTHER FINANCING SOURCES (USES)					
Transfer to capital projects fund	(100,000)	(100,000)	(100,000)	-	100%
Transfer from general fund	180,000	180,000	200,000	(20,000)	90%
Total other financing sources (uses)	80,000	80,000	100,000	(20,000)	80%
NET CHANGE IN FUND BALANCE	\$ 83,222	131,926	\$ 176,240	\$ (44,314)	
BEGINNING FUND BALANCE		464,548			
ENDING FUND BALANCE		\$ 596,474			

**FOREST VIEW ACRES WATER DISTRICT
CAPITAL PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
FOR THE TWO MONTHS AND YEAR ENDED DECEMBER 31, 2023
Unaudited**

	Nov-Dec Month	YTD Actual	2023 Adopted Budget	Variance Over (Under)	Percent of Budget 100%
REVENUES					
Availability of service fees (\$20/month; 17 accounts)	\$ -	\$ 4,120	\$ 4,080	\$ 40	101%
Capital replacement fee (\$50/month; 338 accounts)	36,727	201,114	202,800	(1,686)	99%
ARPA Grant	-	2,450	310,000	(307,550)	1%
Tap fees	-	90,000	30,000	60,000	300%
Tap fees - admin	-	3,000	1,000	2,000	300%
Total revenues	<u>36,727</u>	<u>300,684</u>	<u>547,880</u>	<u>(247,196)</u>	<u>55%</u>
EXPENDITURES					
CWRPDA & DWRF principal	-	123,804	123,804	-	100%
CWRPDA & DWRF interest	-	7,182	7,182	-	100%
Arapahoe Treatment Plant improvements	-	-	10,000	(10,000)	0%
District management and accounting	4,285	27,558	20,000	7,558	138%
Engineering	3,902	16,722	24,000	(7,278)	70%
Inclusions - Red Rock Acres	483	1,089	5,000	(3,911)	22%
Easements (Taylor & KVDG)	-	33,220	35,000	(1,780)	95%
Mapping	-	7,052	17,500	(10,448)	40%
Clovenhoof Easement & Pipeline (w/ Palmer Lake Sewer)	15,010	18,457	380,000	(361,543)	5%
SWTP improvements - filter upgrade (ARPA)	18,678	30,642	300,000	(269,358)	10%
Capital replacement	12,080	16,280	10,000	6,280	163%
Monument Interconnect	15,460	22,885	287,000	(264,115)	8%
Total expenditures	<u>69,898</u>	<u>304,891</u>	<u>1,219,486</u>	<u>(914,595)</u>	<u>25%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(33,171)</u>	<u>(4,207)</u>	<u>(671,606)</u>	<u>667,399</u>	<u>1%</u>
OTHER FINANCING SOURCES					
Transfer from operations fund	100,000	100,000	100,000	-	100%
Total other financing sources	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>	<u>100%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 66,829</u>	<u>95,793</u>	<u>\$ (571,606)</u>	<u>\$ 667,399</u>	
BEGINNING FUND BALANCE		<u>504,978</u>			
ENDING FUND BALANCE		<u>\$ 600,771</u>			

Run Type: Cycle
Cycle Code: A, Run Number: 1030, Billing From: 01.01.2024 To 01.31.2024, Updated: No

Billing Summary Recap / Totals

No Of Bills:	340
No Estimated:	0
Consumption:	1,254,573
Miscellaneous Charge Amount:	0.00
Service Amount Billed:	42,110.91
Service Adjustments:	0.00
Fuel Adjustments:	0.00
Tax Amount:	0.00
Service Arrears:	2,937.92
Penalties:	649.17
Deposits Applied:	0.00
Current Interest Applied:	0.00
Previous Interest Applied:	0.00
New Balance:	45,698.00
Budget Billings:	0.00
Payment Plan Amounts:	0.00

EVAMD Water Taps - Current 01/19/2024

Year	Amount	Ck #	Date	Property Address	Parcel #	Location # in billing system	Notes
2007	12,500.00		9/30/2007				
2007	not collected		7/9/2008	4571 Red Rock Ranch Dr	Lot 13		Pre-paid Tap
2008	12,500.00	12091	3/08/2008	2450 Lake Meadow Dr.			13320
2009	not collected	1012	11/14/2008	18015 Stone View Rd.			13350
2009	not collected		5/30/2009	4590 Red Rock Ranch Dr	Lot 4		Pre-paid Tap
2009	not collected		5/30/2009	4540 Redstone Ridge Rd	Lot 16		Pre-paid Tap
2010	16,000.00	6862	7/16/2009	4551 Red Rock Ranch Dr	Lot 14		Pre-paid Tap
2010	not collected		7/31/2010	4620 Limestone Rd.	Lot 6		Pre-paid Tap
2011	16,000.00	2017	2/5/2011	4630 Red Rock Ranch Dr	Lot 6		13610
2011	not collected	5189	5/13/2011	18425 Stone View Rd.			13000
2011	not collected		8/5/2011	4445 Sandstone Dr.	Lot 10		13050
2011	not collected		9/19/2011	4651 Red Rock Ranch Dr	Lot 17		13480
2012	16,000.00	1006	9/30/2011	4560 Redstone Ridge Rd.	Lot 10		Pre-paid Tap
2012	16,000.00	10834	9/7/2012	4640 Limestone Rd.	Lot 17		Pre-paid Tap
2012	1,000.00	70368	7/30/2013	4580 Redstone Ridge Rd.	Lot 18		Pre-paid Tap
2013	1,000.00	1024	8/14/2013	4591 Red Rock Ranch Dr.	Lot 12		Pre-paid Tap
2013	16,000.00	6007	12/17/2013	18625 Mesa Verde Rd (3750 El Rancho Way)	Lot 12		13550
2014	1,000.00	1029	1/10/2014	4670 Red Rock Ranch	Lot 7		Pre-paid Tap
2014	1,000.00	7478	1/27/2014	4570 Red Rock Ranch Dr.	Lot 3		Pre-paid Tap
2015	16,000.00	13849	7/24/2014	3520 Mesa Verde Rd	Lot 19		Pre-paid Tap
2015	1,000.00	2161	10/27/2014	4510 Red Rock Ranch Rd	Lot 1		Pre-paid Tap
2015	16,000.00	1450	1/16/2015	18240 StoneView Rd.	Lot 23		12980
2015	1,000.00	2030	3/4/2015	4619 Redstone Ridge Rd			13600
2015	16,000.00	5858	5/8/2015	18805 Cloven Hoof Dr.	Lot 1		Pre-paid Tap
2016	16,000.00	2645	7/25/2018	4949 Redstone Ridge Road	Lot 1, Rockwood Minor Subdivision		13649
2016	1,000.00	14916	7/22/2015	2840 Lake Meadow Dr.			13654
2016	1,000.00	3028	3/1/2016	4631 Red Rock Ranch Dr.	Lot 11		Pre-paid Tap
2016	1,000.00	3744	6/6/2016	4531 Red Rock Ranch Dr.	Lot 15		Pre-paid Tap
2016	1,000.00	11288	10/27/2016	3580 Mesa Verde Rd.	Lot 2		Pre-paid Tap
2016	2,000.00	1095	11/8/2016	4550 Red Rock Ranch Dr.	Lot 22		Pre-paid Tap
2016	16,000.00	7428	12/18/2016	3550 Mesa Verde Rd.	Lot 21		Pre-paid Tap
2017	not collected		5/25/2017	4659 Redstone Ridge			13410
2017	16,000.00	2844547	8/18/2017	4660 Redstone Ridge			13653
2017	16,000.00	7615	9/28/2017	18515 Vista View Drive			13580
2017	16,000.00	15997	12/17/2017	18815 Rockbrook Rd			13655
2017	16,000.00	1003	3/17/2018	18445 Poite Park Road			13270
2018	16,000.00	2645	3/25/2018	4909 Redstone Ridge			13160
2018	1,000.00	2589	4/5/2018	4671 Red Rock Ranch Dr.	Lot 2, Rockwood Minor Subdivision		13656
2018	16,000.00	202	8/31/2018	3885 Sierra Vista Rd	Lot 9		Pre-paid Tap
2018	500.00	49690925	10/26/2018	3885 Sierra Vista Rd			Balance owed \$15,000 (\$500 per month for 30 months)
2018	1,000.00	995055	11/16/2018	4610 Red Rock Ranch Dr.	Lot 5		Balance owed \$14,500
2019	500.00	58056911	11/27/2018	3885 Sierra Vista Rd			Balance remaining \$14,000
2019	500.00	75712026	1/31/2019	3885 Sierra Vista Rd			Balance remaining \$13,000
2019	500.00	81906723	2/21/2019	3885 Sierra Vista Rd			Balance remaining \$12,500
2019	500.00	91145877	3/28/2019	3885 Sierra Vista Rd			Balance remaining \$12,000
2019	500.00	98576002	4/25/2019	3885 Sierra Vista Rd			Balance remaining \$11,500
2019	1,000.00	717	5/1/2019	4640 Redstone Ridge	Lot 20		Pre-paid Tap
2019	500.00	7472910	5/28/2019	3885 Sierra Vista Rd			Balance remaining \$11,000
2019	500.00	41960018	6/28/2019	3885 Sierra Vista Rd			Balance remaining \$10,500
2019	500.00	48478693	7/18/2019	3885 Sierra Vista Rd			Balance remaining \$10,000
2019	500.00	58270979	8/28/2019	3885 Sierra Vista Rd			Balance remaining \$9,500
2019	31,000.00	80057045	9/19/2019	18401 Forest View Rd			Balance remaining \$9,000
2019	500.00	65682442	9/27/2019	3885 Sierra Vista Rd			Balance remaining \$8,500
2019	500.00	73974458	10/31/2019	3885 Sierra Vista Rd			Balance remaining \$8,000
2019	500.00	81858109	11/27/2019	3885 Sierra Vista Rd			Balance remaining \$7,500
2019	500.00	89256725	12/27/2019	3885 Sierra Vista Rd			Balance remaining \$7,000
2020	500.00	97586846	1/31/2020	3885 Sierra Vista Rd			Balance remaining \$6,500
2020	500.00	9682964	2/28/2020	3885 Sierra Vista Rd			Balance remaining \$6,000
2020	500.00	11640034	3/24/2020	3885 Sierra Vista Rd			Balance remaining \$5,500
2020	31,000.00	9474713122	4/16/2020	4820 Limestone Rd			Balance remaining \$5,000
2020	500.00	18902826	4/28/2020	3885 Sierra Vista Rd			Balance remaining \$4,500
2020	500.00	37309030	5/27/2020	3885 Sierra Vista Rd			Balance remaining \$4,000
2020	4,500.00	44103070	6/30/2020	3885 Sierra Vista Rd			Balance remaining \$0
2020	31,000.00	46327832	6/30/2020	3885 Sierra Vista Rd			Morton
2020	31,000.00	6209	8/25/2020	18365 Forest View Rd			Britton
2020	31,000.00	8090	9/24/2020	18320 Stone View Rd			13666

Payables Invoices
Forest View Acres
January 2024

Invoice #	Date of Service	Vendor	Description	Itemized	Amount Due
80146660	12/28/23	Badger Meter	Meter Reading		\$ 333.06
12.31.23	12/31/23	CRS of Colorado	District Management	\$ 6,369.00	
			Inclusion	\$ 441.00	
			Office Supplies - Postage	\$ 285.03	
			District Website Maintenance	\$ 100.00	
					\$ 7,195.03
RNT10170862	12/22/23	Ferrellgas	Utilities - Gas		\$ 240.00
42683	12/31/23	Forsgren Associates Inc.	Engineering		\$ 2,176.80
42684	12/31/23	Forsgren Associates Inc.	Engineering	\$ 30,518.60	
					\$ 30,518.60
42685	12/31/23	Forsgren Associates Inc.	Clovenhoof		\$ 22,354.40
42691	12/31/23	Forsgren Associates Inc.	Monument Interconnect		\$ 25,169.70
257856	12/31/23	ORC Water Professionals, Inc	Operator in Resp Chg - SWTP	\$ 2,399.48	
			Operator in Resp Chg (ORC)	\$ 1,476.59	
			Distribution Repairs and Maint	\$ 1,359.14	
			Miscellaneous Expense	\$ 134.24	
			Repairs and Maintenance	\$ 6,699.46	
			Supplies/Chemicals	\$ 1,756.37	
					\$ 13,825.28
270006	12/31/23	ORC Water Professionals, Inc	Clovenhoof	\$ 7,360.00	
					\$ 7,360.00
INV-1223-233	12/31/23	Respec	Engineering		\$ 270.00
2024 DUES	01/18/24	Special District Association	Insurance/SDA Dues		\$ 1,237.50
223120580	12/31/23	Utility Notification Center of Colorado	Distribution Repairs and Maintenance		\$ 15.48
45810	12/31/23	Vranesh and Ralsch, LPP	Legal	\$ 1,256.00	
			Red Rock Inclusion	\$ 308.00	
					\$ 1,564.00
REG MTG 01.24.24		David Pheteplace	Director fee		\$ 100.00
REG MTG 01.24.24		Gregory Hoffman	Director fee		\$ 100.00
REG MTG 01.24.24		Matt Quinlan	Director fee		\$ 100.00
REG MTG 01.24.24		Nancy Wilkins	Director fee		\$ 100.00
REG MTG 01.24.24		P.K. Robinson	Director fee		\$ 100.00
REG MTG 01.24.24		Paul McKean	Director fee		\$ 100.00
REG MTG 01.24.24		Vincent Guthrie	Director fee		\$ 100.00
					\$ 112,959.85

Electronic payments including ACH payments and Wire transfers					
Invoice #	Date of Service	Vendor	Description	Itemized	Amount Due
4505 5321 16 12.23	12/19/23	Black Hills Energy	Gas		\$ 110.05
333258592 12.23	12/10/23	CenturyLink	Phone		\$ 70.06
333258592 01.24	01/10/24	CenturyLink	Phone		\$ 71.62
719-488-2110 12.23	01/07/24	CenturyLink	Phone		\$ 65.84
21119200 12.23	12/19/23	CORE Electric Cooperative	Electric		\$ 1,647.48
30030100 12.23	12/27/23	Mountain View Electric Association	Electric		\$ 435.00
30030200 12.23	12/27/23	Mountain View Electric Association	Electric		\$ 284.00
ACCT# 603/11.23	12/01/23	Palmer Lake Sanitation	Sanitation		\$ 45.00
					\$ 2,729.05

GRAND TOTAL \$ 115,688.90



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

January 12, 2024

Board of Directors
Forest View Acres Water District
c/o Community Resource Services of Colorado, LLC
7995 East Prentice Avenue, Suite 103E
Greenwood Village, CO 80111

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Forest View Acres Water District for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statements of Forest View Acres Water District (District) as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Forest View Acres Water District's basic financial statements. Such 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. As part of our engagement, we will apply certain limited procedures to the Forest View Acres Water District's RSI, if presented, in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as listed in the table of contents of the basic financial statements, is required by generally accepted accounting principles in the United States of America (GAAP) and will be subjected to certain limited procedures, but will not be audited, if presented.

We have also been engaged to report on supplementary information, if presented, other than RSI that accompanies the Forest View Acres Water District's financial statements. We will subject the supplementary information, as listed in the table of contents of the basic financial statements, 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 GAAS,

and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

In connection with our audit of the basic financial statements, we will read the other information, if presented, as listed in the table of contents of the basic financial statements, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

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; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 judgement 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 come to our attention. 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.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to

whom they are directed and only to such parties, we cannot guarantee or warrant those emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise a 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, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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 risks of material misstatement as part of our audit planning:

- 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 View Acres Water 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 understand that the District's accountant will prepare the financial statements of the District in conformity with accounting principles generally accepted in the United States of America. 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.

At this time, we do not anticipate performing any nonattest services. However, if during our audit it is determined that nonattest services are needed, we will communicate those services with you or your designee.

Should nonattest services arise, you agree to assume all management responsibilities for 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, if applicable.

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 oversight of those charged with governance.

Management is responsible for making drafts of the 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 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, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Schilling & Company, Inc., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Schilling & Company, Inc. is not involved, you agree to clearly indicate in the exempt offering document that Schilling & Company, Inc. is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with GAAP, if presented. 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.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, long-term obligations 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 Schilling & Company, Inc. 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 regulators and their designees. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schilling & Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators or its designee. The regulators or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Neil Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in approximately May/June 2024 and to issue our reports no later than July 31, 2024.

Our fee for these services will be \$6,900, unless matters arise as discussed below. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. 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 costs through the date of termination. The above 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.

Any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate of \$200.

Reporting

We will issue a written report upon completion of our audit of the Forest View Acres Water District's financial statements which may also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the 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, add a separate section, 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. 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 our opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Forest View Acres Water District 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.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Forest View Acres Water District.

Board Member Signature: _____

Title: _____

Date: _____

FVAWD - LOOK AHEAD SCHEDULE

Current Tasks & Projects											
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Dec-24
1	Regular Monthly Board Mtgs (Every 4th Wed @ 6pm)	X									
2	Town of Monument Tank - Pipeline Project and Interconnect	X									
3	Taylor Easement	X									
4	Pursue Power to New Booster Station for Interconnect	X									
5	El Paso County ARPA Grant (SWTP Filter Upgrade Project)	X	X	X	X	X	X	X	X	X	X
6	Review Options to Improve the Intake and Raw Water Line to the SWTP	X	X	X	X	X	X	X	X	X	X
7	Review and Discuss 5 Year Capital Plan	X									
8	Red Rock Acres Residential Development Project	X	X	X	X	X	X	X	X	X	X
9	Review Inventory List of Critical Replacement Items (ORC)	X									
10	Energy Impact - Cloven Hoof Loop funding from DOLA	X									
12	Review Fire Hydrants and System (ORC)	X									

Annual Items											
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Dec-24
1	Public Hearing for 2023 Budget										
2	2024 Budget Adoption Process										
3	Public Hearing for Certification of Delinquent Accounts										
4	Adopt Final 2024 Budget										
5	Annual Administrative Resolution 2024										
6	Mill Levy Certification										
7	Forest Service Fee										
8	Transparency Notice	X									
9	Annual Emergency Plan Review & Update										
10	CSD Pool-Safety & Loss Prevention Grant (exp.end of March every yr)		X								
11	Annual Plant Meter Testing		X								
12	Consumer Confidence Report (CCR) Delivered										
13	Drinking Water Eligibility Survey Annual Submittal Deadline to CDPHE										
14	Audit										
15	SDA Conference										

COMPLETED - Tasks & Projects for 2023

Easement @ 18590 Cloven Hoof Rd (KVG)
Hired Forsgren Engineering

COMPLETED - Tasks & Projects for 2022

ATP Well Repaired & Funded
Interconnect IGA with Monument
El Paso County ARPA Grant Submittal Completed & Awarded
Water Tank Ladder Completed (Safety Insurance Grant \$ Used)
Increased the Board from a 5 to 7 Member Board
Secured Grant Funds From El Paso County via ARPA
Finalized Easement for Interconnect Vault with HOA
Implemented a Push Notification System to Improve Communication to Customers

**AGREEMENT TO
PROVIDE MANAGEMENT/ACCOUNTING/BILLING SERVICES**

THIS **AGREEMENT TO PROVIDE SERVICES** (“Agreement”) is made and entered into as of the ____ day of January, 2024, by and between **FOREST VIEW ACRES WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“District”) and **COMMUNITY RESOURCE SERVICES OF COLORADO, LLC.**, a Colorado limited liability company (the “Company”) (collectively, District and Company are the “Parties”).

RECITALS

WHEREAS, the Parties desire to enter into this Agreement to establish the terms by which Company will provide certain services to the District;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONTRACT WITH COMPANY

1.1 Designation of District Manager. Pursuant to the terms and conditions of this Agreement, Company is designated the Manager of the District and may be referred to as such by both District and Company.

1.2 Independent Contractor Status. Company is an independent contractor as provided in § 8-40-202(2)(b)(I)-(IV), CRS, as amended, and nothing herein contained shall constitute or designate Company or any of its employees, agents, subcontractors or suppliers as employees of the District. The work performed by Company shall be at its sole cost, risk and expense, and no part of the cost of such risk shall be charged to the District, except the payments to be made by the District to Company for the work performed as provided herein. The District shall not be responsible for Company’s means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto.

1.3 No Third-Party Beneficiary. Nothing expressed or implied in this Agreement is intended or shall be construed to create a third-party beneficiary relationship or to confer other than Parties hereto, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in the Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties hereto.

II. DUTIES AND AUTHORITIES

2.1 General Limitations and Requirements. Company shall perform the Services in the Scope of Work in **Exhibit A**. Services in addition to those identified in one or more of these documents may be performed upon mutual agreement between Company and the District. Company shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent provided in this Agreement or authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. Company shall at all times conform to the stated policies established and approved by the District.

2.2 Compliance with Applicable Law. Company shall provide the Services set forth herein in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the Districts.

2.3 Unauthorized Workers. As applicable, the provisions of Sections 8-17.5-101 *et seq.*, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the Contractor accordingly. If the Contractor participates in the Department Program the Contractor shall notify the Department and the District of such participation. The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Work Order, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees.

2.4 No Right or Interest in District Assets. Company shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein. In the event of any early termination, the District shall pay the Company for all the Services satisfactorily performed prior to the designated termination date. In the event of early termination, Company will cease collection of ACH transactions and other forms of payment and provide a current and accurate list of customers with district deposit or ACH payments to the District unless otherwise specified terms mutually agreed upon.

2.5 General Duties and Authority. In connection with its specific duties, Company agrees that:

(i) Company shall take all precautions necessary to safely and prudently conduct the Services required by this Agreement, including maintaining insurance as required by Part V hereof.

(ii) Company shall advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(iii) Company shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Company shall be obligations of Company which shall hold the District harmless therefrom.

(iv) "Work Product" shall consist of all written materials maintained by Company in connection with performance of this Agreement, including but not limited to all correspondence, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. All District records and information are District property, regardless of electronic or paper format, regardless public record or confidential data, and whether produced by Company, District, other District representatives, or a third party. Company shall maintain copies of all Work Product in well-organized files, including reproducible drawings of any project drawings which it obtains, shall make them available for the District's use, and shall provide such copies to the District upon request at commercial printing rates. Company shall be entitled to retain copies of all work product at its own expense in the event of termination.

2.6 Spending Authorization. In case of a District emergency, Company may spend up to Five Thousand Dollars (\$5,000.00) for emergency repairs or extraordinary expenses without prior approval from the District's Board of Directors. This spending authorization limit may only be changed with approval from the District's Board of Directors. Company acknowledges that the spending authorization will change by District resolution or upon the change being recorded in approved District minutes.

III. COMPENSATION

3.1 Compensation. Company services are billed on an hourly basis. The Company's current fee schedule is attached hereto as **Exhibit C**. Individual billing rates change from time to time, Exhibit C is provided as a general guideline for purposes of this Agreement. Company will provide a 30-Day written notice of rate changes under this contract. Rates will not be changed during the initial 12-month agreement term. In the event the Agreement is automatically renewed, the Company will provide a 30-day written notice of proposed rate changes.

3.2 Payment. The District will be billed for work performed by personnel of the Company in increments of one-tenth of an hour. Billing will be submitted to the District on a monthly basis. It is understood by the Parties that all bills are due within 30

days of District receipt of the billing. If not paid, the Company may cease providing services to the District under the terms described in section IV.

3.3 Exceptions to Compensation. Certain exceptions to the compensation arrangements may be agreed to by the Parties in advance.

3.4 Costs. In addition to fees, the Company will incur costs in the handling of District matters. Costs are billed by the Company at no markup to the District and are included in the monthly billing.

IV. DURATION AND TERMINATION

4.1 Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire on December 31 of the then current year. The Agreement is deemed to be renewed annually unless notice of termination has been given by written notice. All work done by Company prior to the signing of this contract is subject to the terms of the contract.

4.2 Termination. Either party may terminate this Agreement for convenience or for cause, in whole or in part, by delivery to the other party of a written notice of termination at least 30 days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date.

In the event of termination, the District shall pay Company for all the Services satisfactorily performed prior to the designated termination date based upon the rate sheet provided in Exhibit C giving the due account for Services for which the District has become responsible through the date of termination.

Upon any termination, Company shall transfer and deliver to the District all Work Product (paper and electronic) which shall be deemed from and after the effective date of this Agreement to be the property of the District.

V. INSURANCE

5.1 Insurance Coverage Requirements. Company shall acquire and maintain during the term of this Agreement, including any extensions of the term, insurance in the following minimum amounts:

- (i) Worker's Compensation insurance as required by law.
- (ii) Comprehensive general liability insurance, in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage, each

occurrence; \$1,000,000 general aggregate; and \$1,000,000 products and completed operations aggregate.

(iii) Commercial Automobile Liability Insurance, \$1,000,000 each accident, any auto.

Company shall provide to the District at the beginning of the term of this Agreement certificates of insurance demonstrating appropriate coverage in the amounts designated above. Company shall furnish certificates of insurance coverage upon request and such certificates shall provide that coverages afforded thereunder shall not be cancelled without sixty (60) days prior written notice to the District.

VI. MISCELLANEOUS

6.1 Assignment. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

6.2 Subcontractors. The Company is solely and fully responsible to the District for the performance of the Services under this Agreement. Use of any subcontractor by the Company shall be pre-approved in writing by the District. The Company agrees that each and every agreement of the Company with any subcontractor to perform the Services under this Agreement shall be terminable not-for-cause, and that all such contracts shall terminate immediately upon termination of this Agreement. Company further agrees to require each subcontractor to carry insurance forms and amounts satisfactory to the District in its sole discretion and that all warranties (express or implied) resulting from any subcontracts shall inure to the benefit of the District and its successors and assigns.

6.3 Modification. This Agreement may not be modified, amended or changed, except as otherwise provided herein, in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

6.4 Integration. This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Agreement or Modification as provided in Section 6.3 shall be valid or binding.

6.5 Notices. Routine notices, correspondence and payments may be hand delivered or sent by regular mail or e-mail. All notices and payments related to termination of this Agreement and required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight. Company correspondence related to termination shall be sent to the addresses

of all current Directors of the District and to the District's legal counsel. District correspondence the company shall be sent to the Company's mailing address at:

Community Resource Services of Colorado, LLC
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Joel Meggers

Forest View Acres Water District
Attn: Acting President

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either party by written notice so provided may change the address to which future notices shall be sent.

6.6 Subject to Annual Budget and Appropriation. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. This Agreement shall be terminated, without penalty, by the District's failure to appropriate funds to honor its obligations in the next fiscal year.

6.7 Indemnity. Company agrees to indemnify and hold District harmless against any claim, damage, loss or liability that may result to person or property as a result of Company's performance or non-performance under its duties of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COMPANY:

**COMMUNITY RESOURCE SERVICES OF
COLORADO, LLC**

By: _____

Its: _____

THE DISTRICT:

FOREST VIEW ACRES WATER DISTRICT

By: _____
President

Attest:

Secretary

EXHIBIT A SCOPE OF WORK

Company shall perform the services listed below, as an independent contractor to the District, based on a time and materials basis, at the rates reflected on Exhibit C.

GENERAL SERVICES

- **District Management & Administration**
 - Prepare and distribute agendas and board packets prior to board meetings
 - Attend board meetings, provide minutes for board members review
 - Prepare monthly action plans for District and consultants
 - Maintain District documents including public records
 - Maintain insurance coverage and various District memberships
 - Complete all required filings and notices per state statute
 - Assist in preparation and distribution of approved District public disclosures/information (ex. water rules and regulations, tap fee resolutions, etc)
 - Communicate with District constituents, property owners, builders, local municipality and address local concerns, as needed
 - Perform general administrative tasks for the District
 - Policy implementation of FVAWD Rules and Regulations
- **Utility Billing**
 - Set up customer utility billing
 - E-mail, Print and mail billings per customer preference. Receive, post and deposit customer payments
 - Provide customer service on billing questions
 - Collection and Certification with the County of delinquent accounts
 - Act as liaison with title companies
 - Provide utility billing report for board including total number of residences being billed
 - Maintain and setup new Badger meter accounts
- **Coordination of Operations, Maintenance & Facilities**
 - Coordinate operator's and engineer's monthly reports
- **Accounting**
 - Prepare and provide monthly financial statements to include Fund allocation of Available Balances;
 - General Fund - Statement of Revenues, Expenditures and Change in Fund Balance,
 - Operations Fund - Statement of Revenues, Expenditures and Change in Fund Balance,
 - Capital Projects Fund - Statement of Revenues, Expenditures and Change in Fund Balance
 - Maintain all accounting ledgers and supporting accounting documentation
 - Maintain accounts payable system, including processing of invoices, creation of payables schedule, and processing of checks
 - Monitor cash flow and investments of the District and reconcile all bank accounts

- Provide District Treasurer bank statements for review prior to monthly board meetings
- Prepare annual budget for review, finalization and adoption by the Board
- Publish annual notices as required by statute, including budget adoption notice
- Prepare year-end tax summaries including Federal 1099 and 1096 forms
- Redacting of customer or account information
- Tap Fee collection, recording, reporting and responding regarding tap fee matters
- Preparation of financials for Audit or preparation of Audit Exemption
- Perform District onsite observations with Board approval
- All aspects of project and contracting facilitation must be pre-approved
- Attend meetings outside of regular Board Meetings
- Website maintenance
- Elections

EXHIBIT B
CERTIFICATION OF COMPLIANCE WITH § 8-17.5-101(1), CRS

The undersigned acting on behalf of the Company, Community Resource Services of Colorado, LLC, hereby certifies to the District that as of the date listed below, it does not knowingly employ or contract with an unauthorized worker and it has participated or attempted to participate in the Basic Pilot Program Employment Verification Program administered by the United States Department of Homeland Security, in order to verify that it does not employ any illegal aliens.

Dated this _____ day of _____, 2024.

COMMUNITY RESOURCES SERVICES
OF COLORADO, LLC
a Colorado limited liability company

By: _____

Its: _____

**EXHIBIT C
2024 RATE SHEET**

District Management & Administration:

Director & Managers	\$150.00-\$220.00
Assistant Managers & Admin. Coordinators	\$105.00-\$185.00

Finance & Accounting:

Director and Managers	\$150.00-\$220.00
Assistant Accountants & Coordinators	\$105.00-\$185.00

Utility Billing Services \$125.00

Operations, Maintenance & Facilities:

Project Manager	\$100.00-\$185.00
Field Supervisor	\$ 175.00

Additional Expenses:

Direct non-salary expenses incurred, identifiable and not applicable to general overhead, will be charged at actual invoice cost, including but not limited to travel-related expenses, project equipment and supplies and subcontractors. These expenses must be approved by District prior to service.

Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page