

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

<u>Board of Directors</u>	<u>Office:</u>	<u>Term Expiration</u>
Brad Hogan	President	May 2023
David Pheteplace	Treasurer	May 2025
Eckehart Zimmermann	Director	May 2023
Nancy Wilkins	Director	May 2025
Paul McKean	Director	May 2025
Vincent Guthrie	Director	May 2023
Matt Quinlan	Director	May 2023

DATE: January 25, 2023

TIME: 6:00 p.m.

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

Please dial (240) 591-0237 and then enter access code 362424 to participate in the meeting via phone.

If you are having difficulty dialing into the meeting, please call 303-204-0803 for assistance.

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)
- D. Provide Update on Election
- E. Revise and Update Emergency Response Plan (enclosure)

II. PUBLIC COMMENT: ON NON-AGENDA ITEMS

III. OPERATIONS REPORT & MAINTENANCE ITEMS:

- A. Review Monthly Report prepared by ORC Water Professionals (enclosure)
- B. Review and Discuss Reimbursement for Line Break Repairs
- C. Review and Discuss Payment to Town of Monument for Line Break Repairs (enclosure)

IV. CAPITAL/ENGINEERING ITEMS:

- A. Review Monthly Report prepared by JDS Hydro Consultants, Inc. (enclosure)
- B. Review and Discuss SWTP Filter Upgrades

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 2022 (enclosure)

VI. OTHER BUSINESS ITEMS / DIRECTOR'S ITEMS:

- A. Look Ahead Schedule (enclosure)

VII. LEGAL ITEMS:

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

- A. Review and Discuss Potential Grant / Sell of Easements on Tract A, B & C and Draft Inclusion Agreement for Kathi Van Der Gugten Property and Easements on Taylor Property

VIII. ADJOURNMENT:

The next regular Board Meeting is scheduled for 6 p.m. Wednesday, February 22, 2023

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL
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 7, 2022**

ATTENDANCE

In attendance were Directors:

Brad Hogan: President, Term Expiration: May 2023
Nancy Wilkins, Term Expiration: May 2025
David Pheteplace, Term Expiration: May 2025
Paul McKean, Term Expiration: May 2025 via telephone
Eckehart Zimmerman, Term Expiration: May 2023
Vincent Guthrie, Term Expiration: May 2023
Matt Quinlan, Term Expiration: May 2023

Also, in attendance were:

Joel Meggers; Community Resource Services, LLC (“CRS”)
Peter Johnson; Vranesh and Raisch, LLP
Gwen Dall; JDS Hydro Consultants, Inc. (“JDS”)
Julie Pheteplace; Resident
Meagan MacPhee; Resident via phone

**ADMINISTRATIVE
ITEMS**

The meeting was called to order at 6:04 p.m. at the Monument Sanitation District offices; 130 2nd Street, Monument, CO 80132.

Agenda – Mr. Meggers presented for the Board’s approval the proposed Agenda. Following discussion, upon motion duly made by Director Zimmermann, seconded by Director Pheteplace and, upon vote, unanimously carried, the agenda as presented.

Minutes - The Board reviewed the Minutes of the October 26, 2022, Regular Board meeting. Motion duly made by Director Pheteplace, seconded by Director Zimmermann and, upon vote, unanimously carried, the minutes were approved as amended per Director Pheteplace and Director Wilkins.

2023 Annual Administrative Resolution & Resolution Calling the May 2, 2023 Regular Election – The Board reviewed the 2023 Annual Administrative Resolution and the Resolution Calling the May 2, 2023 Regular Election. Motion duly made by Director Zimmermann, seconded by Director Pheteplace and, upon vote, unanimously carried, the resolutions were approved as presented. The Board directed Mr. Meggers

RECORD OF PROCEEDINGS

to contact the county to see if they could provide help with processing the ballots if the election is not cancelled.

PUBLIC COMMENT

Meagan MacPhee stated that she lives at the end of Rockbrook Road and that the sewer line project that caused water line outages severely impacted her water service for at least 5 days. She went on to explain that the water outage affected her home business as a hairdresser and caused additional expenses to provide food and water to her family. She asked the Board for some type of compensation for her family in the form of a credit on her account.

The Board reviewed and discussed her request. Motion duly made by Director Pheteplice, seconded by Director Hogan and, upon vote, all in favor except Director Zimmermann to credit Ms. MacPhee a \$400 credit on her water account.

OPERATIONS REPORT & MAINTENANCE ITEMS

ORC Water Professional's Monthly Operations Report – Ms. Begeman presented and reviewed her report with the Board via telephone. She went over the project by Native Sun that realigned sewer and water lines within the jurisdiction of the District. After Board discussion, Director Zimmermann requested that the contractor provide as-builts to the District.

REIMBURSEMENT REQUESTS

Reimbursement Requests from Customer –

The Board reviewed and discussed the request from Mr. Jones for reimbursement for replacing his damaged PRV and internal plumbing. Motion duly made by Director Zimmermann, seconded by Director Pheteplice and, upon vote, the request for reimbursement was denied.

CAPITAL/ ENGINEERING ITEMS

JDS-Hydro Consultants, Inc. ("JDS") Monthly Report – Ms. Dall presented and reviewed her report with the Board. Motion duly made by Director Pheteplice, seconded by Director Zimmermann and, upon vote, approved moving the map data to an upgraded platform at an estimated cost of \$2,500.00. Proceeding with getting electrical power to the interconnect vault was also discussed. Motion duly made by Director Pheteplice, seconded by Director Zimmermann and, upon vote, it was approved to pursue obtaining electrical service with CORA for the interconnect vault.

Topographic Surveyors – Chet Smith provided an overview of the services that Topographic Surveyors provides along with their skills and experience.

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FINANCIAL ITEMS

Treasurers Report / Bank Balances / Transactions – Director Pheteplace presented the monthly cash position and unaudited financial statements that were provided in the board packet.

Billing Register Report (enclosure) – No action was required.

Tap Fee Report (enclosure) – No action was required.

Claims – The Board reviewed the claims totaling \$88,841.25 represented by check numbers 5311 - 5329, plus auto payments totaling \$6,395.26.00 for a grand total of \$95,236.51.

Following review, upon motion duly made by Director Pheteplace, seconded by Director Zimmermann, upon vote, unanimously carried, the claims were approved, as presented.

BUDGET APPROVAL

Review and Consider Approval of 2023 Budget and Consider Adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money. – Mr. Meggers reviewed and discussed the draft 2023 budget with the Board. The Board recommended reducing the amount budgeted in 2023 on the SWTP of \$1,541,000 to \$300,000. Upon motion duly made by Director Pheteplace, seconded by Director Zimmermann, upon vote, unanimously carried, the Board approved the 2023 Budget and the 2023 Budget Resolution.

OTHER BUSINESS/ DIRECTORS ITEMS

Look Ahead Schedule – Mr. Meggers reviewed and discussed the look ahead with the Board. The Board recommended moving up the review of the Emergency Response Plan to their next meeting in January.

LEGAL ITEMS

ADJORN 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; and pursuant to §24-6-402(4)(b), C.R.S. to consult attorney on specific legal questions – Upon motion duly made by Director Zimmermann, seconded by Director Pheteplace, upon vote, unanimously carried, the Board entered into Executive Session at 6:45 pm. Upon motion duly made by Director Zimmermann, seconded by Director Pheteplace, upon vote, unanimously carried, the Board exited their Executive Session and entered back into their regular session at 7 p.m.

After exiting their Executive Session, the Board reviewed and discussed the easements and pipe alignments for the Mr. Taylor and Kathi Van Der Gugten properties. Upon motion duly made by Director Pheteplace that they ratify their previous decision to continue to pursue the easements and

RECORD OF PROCEEDINGS

complete the water distribution loop, seconded by Director Zimmermann, upon vote, unanimously carried, the Board approved.

AJOURNMENT

There being no further business to come before the Board, upon motion duly made by Director Quinlan, seconded by Director Wilkins, upon vote, unanimously carried, the Board adjourned the meeting at 7:15 p.m.

Respectfully submitted,

Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL DECEMBER 7, 2022, MINUTES OF THE FOREST VIEW ACRES WATER DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Brad Hogan

Eckehart Zimmermann

Nancy Wilkins

David Pheteplace

Paul McKean

Vincent Guthrie

Matt Quinlan

APPENDICES

TO FOREST VIEW ACRES WATER DISTRICT (FVAWD) EMERGENCY RESPONSE PLAN

Updated February 23, 2017

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Notice: This document contains personal, proprietary and security information and may not be released without Board permission.



Appendix A. Board Members

Name & Title	Address	Phone & email
Gene Ashe, President	2595 Lake Meadow Dr. Monument, CO 80132	719.634.8202 x 150 (W) 719.229.5789 (C) gene@mdminc.com
Anne Bevis	9 Limestone Rd. Monument, CO 80132	719.481.3688 (H) 719.322.8603 (C) goldmanbevis@aol.com
Brad Hogan	3545 Sunstar Court Monument, CO 80132	719-491-3794 (H) hoganhousehold@gmail.com
Tim Sobik	1542 Spring Valley Road Colorado Springs, CO 80921	719-648-4164 (C) sobik.fvawd@gmail.com
Hans Zimmerman, Treasurer	18330 Spruce Road Monument, CO 80132	719.487.1953 (H) 719.287.9356 (C) hztrail@gmail.com

CONFIDENTIAL



Appendix B. Vendors

Note: FVAWD's management company (CRS) maintains a database of vendors used for all of their customers and may have vendor contacts beyond those listed below.

Utilities			
Service	Company	Individual Contacts	Comments
Electric	Intermountain Rural Electric Asso. (IREA) 5496 No. U.S. Hwy. 85 Sedalia, CO 80135-0220 (800) 332-9540 (303) 688-3100		Account #: 21119200 Services ground water treatment plant (Arapaho Treatment Plant).
	Mountain View Electric Asso. (MVEA) 1655 5th Street Limon, CO 80828-1600 800-388-9881		Account #s: 30030100 & 30030200 Services surface water treatment plant and the booster station.
Wastewater Treatment	Palmer Lake Sanitation District PO Box 687 120 Middle Glenway Palmer Lake, CO 80133 719-481-2732 719-481-8924 (fax) 719-648-6724 (emergency) http://plsd.org	Duane Hanson, District Manager	Account #: Book 2 Account 603 Only used for sewer and backwash disposal in ground water treatment plant. Customers in the Villas use public sewers. All other customers use septic systems.
Propane Supplier	Ferrellgas PO Box 173940 Denver, CO 80217-3940 (800) 978-6789 www.ferrellgas.com		Account #: 6597320
Natural Gas	Black Hills Energy 1-800-694-8989 (emergency) 1-888-890-5554 (24-hour customer service) www.blackhillsenergy.com		Account #: 4505 5321 16 Customers throughout the district use natural gas. The Arapaho Treatment Plant has a gas connection.
Telephone	CenturyLink 1-800-603-6000 www.centurylink.com		Account #s: 719-487-1412 047B & 719-488-2110 654B

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
Management Company	Community Resource Services of Colorado (CRS), LLC The Offices at the Promenade East Building 7995 E. Prentice Ave., Suite 103E Greenwood Village, CO 80111 (303) 381-4960 303.381.4961 (fax)	Joel Meggers, Pres. 303-381-4966 (work) (303) 204-0803 (cell) jmeggers@crsofcolorado.com	District Manager
		James McGrady 303-381-4972 (work) 719-494-3782 (cell) jmcgrady@crsofcolorado.com	
		Sandy O'Neill 303-381-4988 (work) sandy@crsofcolorado.com	District Administrator
		Sue Blair, Sr. Mgr & Director of Elections 303-381-4977 (work) 303.981.9610 (Cell) sblair@crsofcolorado.com	
Operations Company	ORC Water Professionals, Inc 11919 West I-70 Frontage Rd., Suite 116A Wheat Ridge, CO 80033 (720) 287-0605 (720) 287-0874 (fax)	Clyde Penn 719-200-8141(cell) gbegeman@orccllc.com	District Operator – Lead Operator
		Gabby Begeman 303-912-3769 gbegeman@orcwater.com	District Operator - Operator
		Tom Schubert, President (720) 287-0605 (303) 912-2087 (cell) (720) 287-0874 (fax) tschubert@orccllc.com	
Engineering Services	JDS-Hydro Consultants, Inc. 545 E. Pikes Peak Ave., Suite 300 Colorado Springs, CO 80903 (719) 227-0072 (719) 471-3401 (fax) www.jdshydro.com	John P. McGinn, PE Civil Engineer, President (719) 227-0072 ext 104 719-331-4072 (cell) jmcginn@jdshydro.com	District Engineer
		Gwen Dall Civil Engineer 719-227-0072 Ext 109 gdall@jdshydro.com	
	Entech Engineering, Inc. 505 Elkton Drive Colorado Springs, CO 80907 719-531-5599 719-531-5238 (fax)		For concrete pressure testing

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
Authorized Testing Laboratory	Colorado Analytical Laboratories, Inc. 240 Main Street Brighton, CO 80601-0507 <i>and</i> 12860 W Cedar Dr Lakewood, CO 80228 (303) 659-2313 www.coloradolab.com		
	El Paso County Department Of Health and Environment 1675 W. Garden of the Gods Rd. Suite 2044 Colorado Springs, CO 80907 (719) 578-3122 www.elpasocountyhealth.org	John Siran	
	Acutest Mid-West Laboratory (formerly Evergreen) 4036 Young field Street Wheat Ridge, CO 80033 Phone: 303-425-6021 Fax: 303-425-6854 www.acutest.com		
Excavation	J & K Excavating P.O. Box 584 Monument, CO 80132 (719) 481-2417	John Westfall (719) 341-4321	1 st choice excavating company
	A & E Earthworks LLC P.O. Box 2366 Monument, CO 80133		
	Global Underground 641 Winters Drive Colorado Springs, CO 80907 719-471-7414	Juan 719-930-0873	
	Schmueser Associates 1901 Railroad Ave. Rifle, CO 81650 (970) 625-5554 (970) 625-2610	Jay Thompson, Area Manager Office (970) 263-6061 Ext 544 Cell (775) 304-1671 Fax (719) 597-3793 3045 Gil Johnson Pt. Colorado Springs, CO 80922	
	Shamrock Water Services LLC 460 E Cheyenne Mtn. Blvd # 31 Colorado Springs, CO 80906 (719) 639-8769 Shamrockwaterservices@gmail.com	Michael McGrady	Service Line Repairs, General System Maintenance

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
	C & L Water Solutions, Inc. 12249 Mead Way Littleton, CO 80125 www.clbei.com		
	Larry Brown Excavating	345 Powderhorn Drive Monument, CO 80132 719-332-2269 Cell 719-488-1567 Home	General Flat Work, Road Grading, Driveways
	AAA Ditching 11745 Allendale Drive Peyton, CO 80831 (719) 495-3997		
	Mountain Air Excavation, Inc. 2616 W. Colorado, Suite 11 Colorado Springs, CO 80904 (719) 630-7850		
Demolition	Earthwise Demolition 803 Panorama Dr. Colorado Springs, CO 80904 719-599-3366 719-358-6059 (fax) 4321demo@gmail.com www.demolitioncolorado.com		
Asphalt Repair	Cusic Construction P.O. Box 5656 Colorado Springs, CO 80931 (719) 382-4663	George Cusic george@cusicconstruction.com	
Suppliers	Dana Kempner 700 Alcott Denver, CO 80204 303.623.6161 303.901.2353 (after hours) 303.623.1667 (fax) <i>and</i> 640 Aviation Way Colorado Springs, CO 80916 719.578.8733 719.499.0542 (after hours) 303.590.5280 (after hours) 719.578.8428 (fax) www.danakepner.com	Sam	
	Front Range Winwater 6135 Lake Shore Ct Colorado Springs, CO 80915 719-622-8884 719-596-1538 (fax) www.fronrangewinwater.com		

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
	Hach Company PO Box 389 Loveland, CO 80539 800-227-4224 970-669-3050 http://www.hach.com/		
	Grainger Industrial Supply 1-800-323-0620 – product info 610 Popes Bluff Trail Colorado Springs, CO 80907-3512 (719) 598-9500 (719) 598-0059 (fax) www.grainger.com		not previously used by FVAWD
	Big R (719) 488-0000 840 Spanish Bit Dr. Monument, CO 80921		FVA tax-exempt certificate is on file
Wells & Piping Systems	Applied Ingenuity, LLC 10301 East 107th Place Brighton, CO 80601 FAX (303) 289-1026	Devin Cary, Project Manager (303)907-7354 dcary@applied-ingenuity.com	Also Controls
	Diversified Underground, Inc. 2851 So. County Road 137 Bennett, CO 80102 (303) 636-9999 www.diversifiedunderground.com		
Control Systems	Golder Associates 44 Union Blvd., Suite 300 Lakewood, CO 80228 (303) 980-0540 (303) 985-2080 (fax)		
	Specialty Resources, LTD 3355 N. Academy Blvd. #643 Colorado Springs, CO 80917		
Pumps & Valves	Excell Pump Services 8132 Ammons Way Arvada, CO 80005 (303) 425-9422		PRV Repairs
	Rocky Mountain Valve & Control 7348 South Alton Way, Suite H Centennial, CO 80112 (303) 307-1592		
	isiWest (Instrument & Supply West, Inc.) 4175 Mulligan Dr. Longmont, CO 80504 Phone: 970.535.0571 Fax: 970.535.0572		

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
	Denver Industrial Pumps 15165 W 44 th Ave., Golden, CO 80403 303.233.9255 Fax 202.233.9031		
Meters & Meter Services	National Meter & Automation, Inc. 7220 S Fraser St Centennial, CO 80112 <u>OR</u> PO Box 5429 Greenwood Village, CO 80155 info@nmaai.com 877.212.8340 303.339.9100 303.649.1017 (fax) www.nmaai.com	Rusty Smith	Residential Meters
	Instruments Direct, Inc. 501 Hickory Ridge Tr, Suite 110 Woodstock, GA 30188 (888) 722-5543 <u>(678) 445-7675 ext 151</u> (678) 445-9993 (fax) www.instrumentsdirect.com		Master Meters, Ultrasonic
Chemical Supplier	Harcros (303) 273-9310		
	DPC Industries (303) 289-3142		
	Treatment Technologies (303) 670-3936		
Rental Equipment Supplier	Bills Tool Rental 3455 E Platte Avenue Colorado Springs, CO 80917 (719) 471-9715 <u>OR</u> 8725 Vollmer Rd. Colorado Springs, CO 719-645-4384	Bill Lewis	Also has another location in Colorado Springs
Construction	Kempton Construction, LLC 3125 Gil Johnson Point Colorado Springs, CO 80922 (719) 597-5319		Transmission line installation
	JJ O'Donnell Construction P.O. Box 6370 Colorado Springs, CO 80904 719-231-9000 Work 719-481-4700 Fax	Jim O'Donnell	Booster station replacement
	Barnard Structures, Inc. 4096 Cheyenne Dr. Larkspur, CO 80118 303-347-0175		Piping and yardwork for booster station

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
	TCAT Construction 8345 Towner Ave. Falcon, CO 80831		install of fire hydrant & valve box
Leak Detection & Locate Service	American Leak Detection Southern Colorado Offices 6510-A South Academy Blvd #302 Colorado Springs, CO 80906 719-520-5325 www.americanleakdetection.com	John Davis	
	Utility Technical Services P.O. Box 3613 Englewood, CO 80155-3613 303-773-2808 303-799-3436 (fax) 800-257-2169 www.utsleak.com	David Anderson	Recommended by Merrick engineering; not previously used by FVAWD
Filtration System for Arapaho Treatment Plant	Pure Water Solutions 520-D Topeka Way Castle Rock, CO 80109 (303) 660-9093 877-202-5871 purewatersolutions.us/commercial/about.php		
Filters for Surface Water Treatment Plant	The Aqueous Solution, Inc. 5541 Central Avenue, Suite 101 Boulder, CO 80301 (303) 440-7727 www.aqueoussolution.com/		
Tank Painting	Norvell Construction, LLC 5745 Industrial Place #H Colorado Springs, CO 80916 (719) 550-1311	Craig Ashcroft	
Temporary Tanks	Water Boy 477 Mt. Bailey Drive Bailey, CO 80421 (303) 838-3500 or (303) 642-2288 (303) 838-8598 (fax) www.heywaterboy.com	Phil Morse	Also does bulk potable water delivery; not previously used by the district
Electricians	Cross Diamond Electric, Inc 10336 S. Dranofeldt Rd. Parker, CO 80134		
	Foster Electric 1220 Valley Street Colorado Springs, CO 80915 (719) 520-0550		

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
	Hydro Resources (formerly Am West) 13027 County Road 18, Unit C Fort Lupton, CO 80621 (303) 857-7540		
	Sawyer Electric Inc 5125 Whip Trail Colorado Springs, CO 80917 (719) 201-4537 ray@sawyerelectric.com		Electrical work for booster station
Plumbers	Central Heating & Air Conditioning 5775 Southmoore Drive Fountain, CO 80817-2544	Rod 719.339.6284	
Painters	KSDunphey, Inc. Monument, Co 80132 719-648-0977	Scott Dunphey	Can also provide minor structural repair; not previously used by FVAWD; FVAWD Resident
Water Tanker Trucks	Gold Rush Water, LLC 719-687-9769 (office) 719-661-8194 (emergency)		Can deliver 4000 gallons; not previously used by FVAWD
Fire Hydrant Repair	Shamrock Water Services, LLC 460 E Cheyenne Mtn. Blvd # 31 Colorado Springs, CO 80906 (719) 639-8769 Shamrockwaterservices@gmail.com		Repair of damaged Fire Hydrants, Fire Hydrant Painting
Bottled Water Suppliers	Deep Rock www.deeprockwater.com 1-800-695-2020		Warehouse in Palmer Lake; not previously used by FVAWD
	Safeway 624 Hwy 105 Monument, CO 80132 (719) 488-1189 www.safeway.com		Retail outlet

Service / Repair Vendors			
Service	Company	Individual Contacts	Comments
	King Soopers 1070 W Baptist Rd, Colorado Springs, CO (719) 488-2955 www.kingsoopers.com		Retail outlet
	Walgreens 265 Colorado 105 Monument, CO 80132 (719) 219-1288 www.walgreens.com		Retail outlet
	Walmart 16218 Jackson Creek Pkwy Monument, CO 80132 (719) 484-0912 www.walmart.com		Retail outlet
Landscaping	Sharpest Cut Landscaping, Inc. P.O. Box 1246 Monument, CO 80132 (719) 495-3113		
Trash Disposal	Tri-Lakes Disposal P.O. Box 88120 Colorado Springs, CO 80908 (719) 495-8652		
Locksmith	Mike's Lock & Key PO Box 5276 Colorado Springs, CO 80931 (719) 392-2835		

Other Vendors			
Service	Company	Individual Contacts	Comments
Attorney	Duncan Ostrander & Dingess 3600 S. Yosemite St., Suite 500 Denver, CO 80237-1829	Paul C. Rufien, Esq. 303.779.0200 (W.) 303.779.3662 (F.) 303.667.5441 (C.) paulrufien@aol.com	General counsel
	White Bear Ankele 2154 E Commons Ave #2000, Centennial, CO 80122 (303) 858-1800	Blair Dickhoner 303-929-0069 (C.) Blair M. Dickhoner bdickhoner@wbapc.com	General Counsel
	Vranesh & Raisch, LLP 1720 14th St., Suite 200 Boulder, CO 80306-0871	Paul Zilis, Esq. 303.443.6151 (H.) 303.443.9586 (F.) piz@vrlaw.com	Water lawyer

Other Vendors			
Service	Company	Individual Contacts	Comments
Accounting	Shilling & Company, Inc. Certified Public Accountants P.O. Box 631579 Highlands Ranch, CO 80163 (720) 348-1086	Dawn Shilling	Auditor
Surveyor	Cornerstone Boundary Consultants, LLC P.O. Box 1725 Monument, CO 719-481-0199 (office) 719-481-0336 (fax)	Bill W.A. Baker, PLS 970-302-4038 (cell) cbc@laserv.net	Has significant local experience and has previously done work for FVAWD
Printing	Peak View Printing 17734 White Marble Drive Monument, CO 80132 (719) 481-8571		Specializes in scanning large format documents (e.g., full size drawings). Can print large docs from PDF files.
Drafting & Office Supplies	DEW Drafting Supplies (Drafting Equipment Warehouse) 1525 E. Apache Blvd. Tempe, AZ 85281 Toll Free 1-877-933-7238 sales@draftingsuppliesdew.com www.draftingsuppliesdew.com		Discount supplier – map racks, drafting & office supplies.
Sign Companies	Fast Signs 937 North Academy Blvd. Colorado Springs, CO 80909 719-574-5333 719-574-6995 (fax)	Chris Higdon	



Appendix C. Locations of Keys, Tools & Documents

Locations of Relevant Keys, Tools & Documents									
Resource	District Manager	Operations Company	Operators	District Engineer	BOD Members	Ground Water Treatment Plant	Surface Water Treatment Plant	Booster Station	Electronic Copies
Keys to District Facilities	X	X	X		X				
Key to padlock at RRRHOA picnic area						?			
Tools & Equipment:									
• Valve Key		X	X			X	X	X	
• Manhole Puller		X	X			X	X	X	
• Fire Hoses								X	
• Backflow Preventer						X	X	X	
• Construction Meter						X			
• Signs (e.g., water shortage)						?			
Documents:									
• Emergency Response Plan	X	X	X		X	X	X		
• District Maps	X	X	X	X	X	X			Note 2
• Source Water Protection Plan (SWPP)	X	X	X		X				Note 1
• Site Plans and Facility "As-built" Engineering Drawings				X		X			
• Operations & Maintenance Manuals						X	X	X	
• Material Safety Data Sheets (MSDS)						X	X	X	

Notes:

1. Available on FVAWD website at <https://www.colorado.gov/fvawd> OR FVAWD.com.
2. Available at the following DropBox location:
https://www.dropbox.com/sh/sqwr8fmf5dirnu3/AADlrn3m_oNAwbjWFdvTwBia?oref=e



Appendix D. Keys & Access

KEYS: Two standard keys open all locks in the district (except for the new booster station).. Keys are held by the district's operators, the management company and all board members. These are as follows:

- Doors to ATP & SWTP: Schlage; Key blank – 5 PIN C; Pin sequence from the head – 6,2,7,5,8
- Door to Booster Station: Schlage; Key blank – 5 PIN C; Pin sequence from the head – 7,3,8,5,8
- Padlocks: Master; 0583

LOCK BOX COMBINATION: When lock boxes are used, the combination is: 382

GATES ON ROAD TO THE TANK AND SURFACE INTAKE: Both the tank and the base of Limbaugh Canyon (for accessing the surface water intake) can be accessed continuing on the road past the surface water treatment plant. This road is on private property and is controlled by a series of gates; FVAWD has the right to use this road in order to service district facilities. Limbaugh Canyon can also be accessed by parking on Rock Ridge Road and walking up into the canyon.

Combinations for gates are as follows:

<u>Gate</u>	<u>Combination</u>	<u>Usual status</u>
1st Gate on paved road	None	Open and unlocked
Gate on 1st dirt road off to left	?	Closed and locked; not usually needed for FVAWD access
2nd Gate on paved road	None	Open and unlocked
3rd Gate on road (after pavement stops and past driveway to house)	1410	Closed and locked
Tank Road Gate (on left side and immediately after 3 rd gate on main road)	1942	Closed and locked
4th Gate on main road (past the turn-off to the tank and final gate before getting to Limbaugh Canyon.	1942	Closed and locked
Penny Nevins Pasture Gates	1950 or 1956	Not sure which is which but one or the other will work.

MONITORING ALARMS, TANK LEVEL, ETC.:

Arapaho Treatment Plant Autodialer: **719-487-1412**
 Surface Water Treatment Plant Autodialer: **719-488-1102**



Appendix E. Private Property

Contacts for neighboring properties: The following people are contacts for properties adjacent to FVAWD and/or for surface water facilities within Limbaugh Canyon:

- Penny Nevins – 719-649-9540 (cell)
- Leroy Schmidt – 719-488-0866
- John Cressman – 719 481-3088 (office), 719 491-0910 (cell), 719 481-8689 (fax)

Properties within FVAWD: The management company (CRS) maintains records of residents and owners of properties within FVAWD. In case of emergency, CRS will provide current information. Any customer contact information collected in the field should be provided to CRS for addition to district records.

Property Address	Customer Name	Telephone #	Comments

FOREST VIEW ACRES WATER DISTRICT (FVAWD) EMERGENCY RESPONSE PLAN

Updated 2/23/17

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Section 1. System Information

System Information

System Identification Number	CO-0121250
Colorado Tax Exemption Identification Number	98-11424
System Name and Address	<p>Business Address – Forest View Acres Water District (FVAWD), c/o Community Resource Services, 7995 East Prentice Ave. #103E, Greenwood Village, CO 80111</p> <p>Ground Water Treatment Plant (frequently known as the Arapaho Treatment Plant) – 18852 Rockbrook Dr., Monument</p> <p>Booster Station – 4466 Red Rock Ranch Dr., Monument</p> <p>Surface Water Treatment Plant (occasionally known as the Limbaugh Treatment Plant) – 4656 Redstone Ridge Rd., Monument</p>
System Telephone Numbers	<p>719.488.2110 – routes to management company, including for 24/7 emergencies</p> <p>303.381.4960 – main number for management company</p>
Directions to the System	<p>To Ground Water Treatment Plant: From exit 161 (Monument exit) on I-25, go approx 2 miles on CO-105. Turn left on Rockbrook Dr. Facility is on the right.</p> <p>To Booster Station: From exit 161 (Monument exit) on I-25, go approx 2.2 miles on CO-105. Turn left on Red Rock Ranch Dr. Go 1.2 miles. Facility is a small building on the right.</p> <p>To Surface Water Treatment Plant: From exit 161 (Monument exit) on I-25, go approx 2.2 miles on CO-105. Turn left on Red Rock Ranch Dr. and go 1.4 miles. Turn left on Redstone Ridge Rd, going .5 miles and through the end of the cul-de-sac. Facility is a tan building on the right.</p> <p>To Water Tank: Follow directions to the Surface Water Treatment Plant above. Continue on the road past the plant through the first locked gate and turn left up the dirt road immediately past the gate. [Passing through locked gates should only be done with the permission of a FVAWD representative.]</p> <p>To Surface Water Intake: a) Park on Rockridge Rd in Palmer Lake and walk up hill into Limbaugh Canyon to surface intake <u>OR</u> b) Follow directions to the Surface Water Treatment Plant above. Continue on the road past the plant continuing straight on the road through all the locked gates, and the walk up to intake. [Passing through locked gates should only be done with the permission of a FVAWD representative.]</p>
Basic Description and Location of System Facilities	FVAWD is located in the NW corner of El Paso County, CO. Water sources are surface water from a tributary of Monument Creek (treated at a surface water treatment facility) and the Arapaho aquifer of the Denver Basin (treated at a ground water treatment facility). Because of elevation change, the district also has a booster station that pumps water from the ground treatment plant into the distribution system. The

	district has a single water storage tank.	
Location/Town	Monument, CO	
Population Served and Service Connections	~900 people	309 connections
System Owner	Forest View Acres Water District	

System Emergency Response Plan (ERP)

Audience for and Implementation of this ERP	<ol style="list-style-type: none"> 1) FVAWD representatives (i.e., operations, management company and board of directors) – any one of which can implement the ERP 2) Outside agencies and emergency responders with whom FVAWD may need to coordinate in case of an emergency, including regional emergencies beyond the scope of FVAWD
ERP Maintenance and Approval	This plan, and changes to it, is officially in effect when approved by the FVAWD Board of Directors during an official meeting. Updates to key material such as policies and procedures as contained within the plan must also be approved by the Board. Contact information (i.e., for board members, vendors, customers, etc.) may be updated when needed and without Board approval. The ERP is maintained by the District Manager, in coordination with the Board of Directors and Operations.
Review of the ERP	This ERP shall be reviewed no less than once every two years, or whenever a new board member joins the Board of Directors.
Distribution of the ERP	The body of the ERP may be shared with other local governments who may be collaborating in emergency response efforts. The appendices of the ERP contain private, proprietary and security information and may not be shared without board permission.



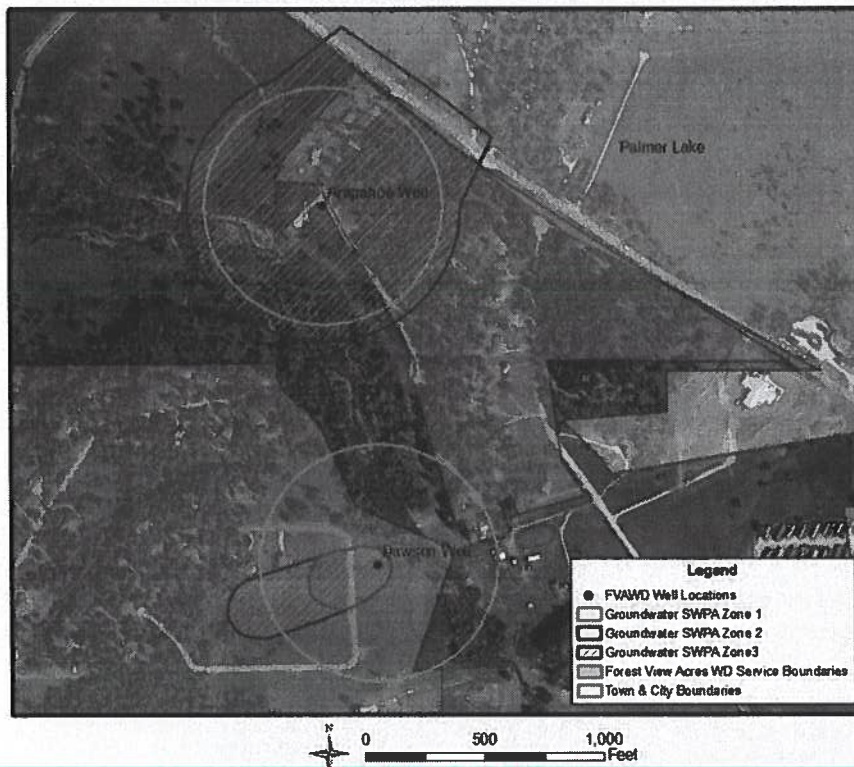
Section 2. Risk and Vulnerability Summary

A. Source Water Protection Areas

FVAWD obtains its drinking water from both ground water and surface water. FVAWD's 2014 Source Water Protection Plan (SWPP) identified a distinct Source Water Protection Area (SWPA) for each of these.

Each SWPA has defined zones that are used to identify the immediacy of risk to the FVAWD's water sources. Any contamination occurring within Zone 1 of a SWPA is considered an emergency.

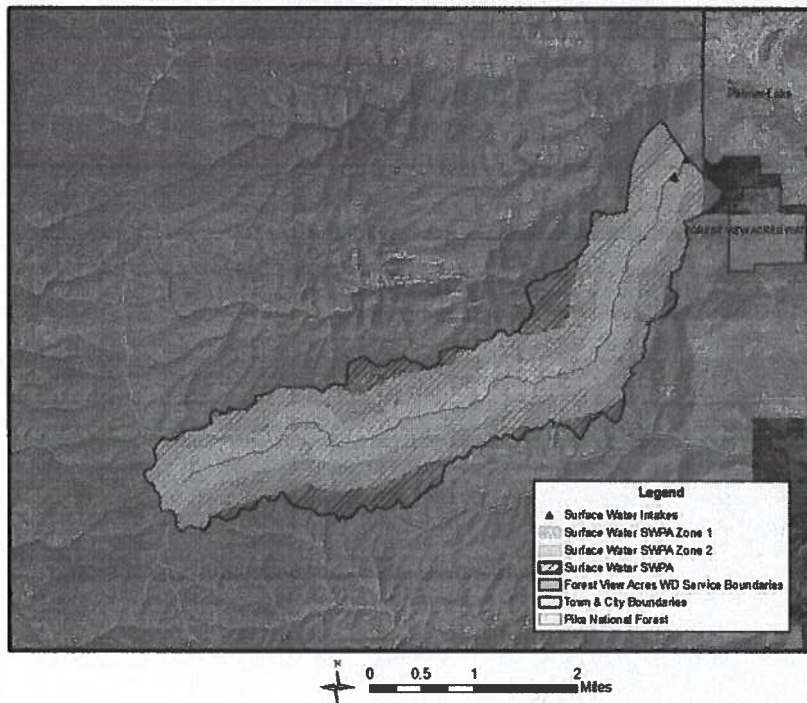
Figure 1. Ground Water SWPA



Ground water is obtained from a single well in the Arapahoe Aquifer; a second well into the Dawson Aquifer is currently inactive. The Groundwater Source Water Protection Area lies just west of State Highway 105 and includes a portion of Forest View Acres WD's service boundaries (see Figure 1).

Zone 1 = a 500 foot radius around the wellhead. Problems within this area require emergency response.

Figure 2. Surface Water SWPA



Surface water is obtained from an intake on the Upper Monument Creek of Limbaugh Canyon. The Surface Water Source Water Protection Area lies west of Forest View Acres WD's service boundaries primarily in National Forest Systems lands in the Pikes Peak Ranger District (see Figure 2).

Zone 1 = 1,000 foot wide band on either side of the stream. Problems within this area require emergency response.

B. Events that Cause Emergencies (and District Vulnerability)

Type of Event	Probability (High-Med-Low)	Risk/Impact (High-Med-Low)	Comments (including vulnerability)
Distribution main break	High	Medium	Although the district replaced much of its distribution infrastructure in 2014-2017, portions of the infrastructure are older and remain prone to breaks.
Equipment/power failure	Medium	Medium	If a single treatment plant fails (or is otherwise off-line), the other treatment plant can be brought on-line. In this case, bringing the failed plant back on-line should be done expeditiously but during normal business hours and in a cost-effective manner. Simultaneous failure of both treatment plants constitutes a true emergency.
Source water issues	High-Medium	High-Medium	As above, the district faces different levels of risk depending on the failure (or contamination) of a single water source vs. failure (or contamination) of multiple water sources.

Type of Event	Probability (High-Med-Low)	Risk/Impact (High-Med-Low)	Comments (including vulnerability)
Transmission line break	Low	High-Medium	The transmission line from the ground water treatment plant to the booster station was replaced in 2011. An additional potential source of failure could be the line from the tank into the distribution system – this line has not been subject to past failures.
Storage tank failure	Low	High	The storage tank was refurbished in 2010, 2011 and 2012. The district can operate without a tank in place and has the capability to provide pressure via the booster station, although this increases the need for operational oversight and monitoring.
Fire	Medium	High	Fire could stress the district's production and storage capacities through a) loss of a treatment plant due to fire or b) increased customer demand in response to a fire or threat of fire. The district does not have sufficient water storage capacity to support prolonged use of water in fighting a major fire (multiple houses or forest fire). Insurance would cover the cost of replacing a lost treatment plant.
Drought	Medium	Medium	If there is a significant drought, the district should be able to put a monitoring plan or contingency plan in place ahead of time.
Tornado	Low	Unknown	Tornado activity is rare against the front range of the Rockies and is unlikely to occur in the district.
Avalanche	Low	Unknown	While rock and snow avalanche are both unlikely, the district is most vulnerable in Limbaugh Canyon where our surface intakes are located.
Earthquake	Low	Unknown	There is a known north-south fault line that runs across the district (near the top of the district against the mountains). Colorado does not have a reputation as a high earthquake zone. Should an earthquake occur, the facilities and distribution lines near the top of the district should be checked first (including the surface treatment plant, the line from the surface intakes, and the tank).
Flood	Low	Unknown	The two most likely places for flooding to impact the district are: a) In Limbaugh Canyon, extraordinary spring runoff could impact the surface water intakes and b) severe flooding of Monument Creek (near the bottom of the district) could rise to the level of impacting the Ground Water Treatment Plant.

Type of Event	Probability (High-Med-Low)	Risk/Impact (High-Med-Low)	Comments (including vulnerability)
Severe Weather (Snow, Ice, Temperature)	Medium	Low	The District is located on the Palmer Divide, an area known to be more vulnerable to higher snowfalls than nearby areas to the north and south. Roads will be impassible several times during a typical winter. Furthermore, the shallow line from the Upper Intake to the Surface Treatment Plant can be vulnerable to freezing during winter months.
Contaminated Water	Medium	High	This could result from such events as waterborne disease outbreaks, accidental cross-connections, or tampering with source water. The inlet area is within a high traffic through fare for hikers, who may inadvertently contaminate the source water.
Industrial accident or hazardous materials spill	Low	High	Currently, there are no industrial sites adjacent to the district or upstream of water intakes.
Livestock Grazing on Private Land	Low	Low	This activity can impact riparian health stream-channel conditions and water quality. Stream bank damage may add large amounts of sediment directly to streams.
Palmer Lake Sanitation District's main sewer line	Low	High	This main is less than 100 feet from the Arapahoe Well and runs directly through the SWPA. The pipe is between 5.5 feet to 8.5 feet deep. A break in this line could have a major impact on Forest View's drinking water intakes.
Septic Systems	Low	Low	There are such a low number of septic systems in the Source Water Protection Area, the impact to the Forest View Acres Water District drinking water sources is low.
Road Maintenance/ De-icing Material	Low	Low	The use of magnesium chloride could potentially impact water quality, however, the District does not operate any tributary wells or surface diversions near highway facilities. Although an area of Highway 105 is within the SWPA, this is relatively distant from the wells and considered low risk.
Spills and Accidents on Roads	Low	Low	Vehicular Spills may occur along State Highway 105. The District does not operate any tributary wells or surface diversions near highway facilities.
Recreation	Low	Low	Camping, hiking, horseback riding, off road vehicle use can result in general habitat destruction and degraded water quality. Campers could pollute the stream as a result of improper waste containment

Type of Event	Probability (High-Med-Low)	Risk/Impact (High-Med-Low)	Comments (including vulnerability)
Wildfires	High	High	A wildfire would have a dramatic effect on the Forest View Acre's Water Collection System. Vegetation would be removed thereby decreasing infiltration during rain events. This increases soil erosion and sediment and ash pollution in drinking water. Large rain events produce mudslides and debris flows capable of destroying water infrastructure and altering capacity. Fire retardants also have a negative impact on drinking water sources. A major wildfire could result in extreme damage to the District's Surface Water production capacity.
Unintentional release of chemicals used by the District	Low	Low	With the exception of chlorine and potassium permanganate, the chemicals used in the water treatment process are not highly toxic. Cleaners and lubricants used within district buildings may contain some toxins. Propane is stored at the Surface Treatment Plant.
Vandalism	Medium	Unknown	The district is located in a low crime area; however, random vandalism is a possibility.
Terrorism	Low	Unknown	The district is a small water district of little strategic value as a target for terrorism.



Section 3. Responsibilities

The FVAWD management and response team has three elements that are activated in responding to an emergency. Each of these has a role and distinct responsibilities. Operations has primary responsibility for responding to and assessing emergencies, and has the responsibility for ensuring the district's compliance with state regulation. The management company has primary responsibility for customer communications and for coordinating activities across the team. The board of directors has ultimate oversight and decision making authority. The operations and management companies both have a depth of resources and personnel beyond the designated leads identified below.

Overall Responsibilities

Responsible Party	Responsibilities During an Emergency
CRS (Management Company) <u>Lead: James McGrady</u> , District Manager 719-494-3782 cell phone	Act as initial contact for emergency calls. Act as overall coordinator of emergency response actions. Call all necessary personnel and notify Board of Directors. Coordinate FVAWD-internal meetings (phone conferences and/or face-to-face meetings at treatment plants or other locations) Prepare and coordinate public notifications and health advisories. Approve emergency expenditures up to \$5000. Provide coordination and oversight of activities with agencies other than CDPHE. Provide information to residents and media.
ORC (Operations Company) <u>Lead: Clyde Penn</u> , Operator in Responsible Charge	Respond to water emergencies. Provide on-the-scene assessment of risks and impacts. Oversee vendors called to make repairs. Approve emergency expenditures of up to \$500. Coordinate with CPDHE and other regulatory agencies as required by Colorado State law.
Board of Directors: <u>Lead: Gene Ashe</u> , BOD President <u>Other Board Members:</u> Hans Zimmermann , Treasurer; Anne Bevis ; Tim Sobik ; Brad Hogan	Approval of major emergency repairs (particularly, when there are alternative solutions). Approval of emergency expenditures, including obtaining approvals from a majority of board members.
Website Updates Sandy O'Neill , District Administrator 303-381-4988 soneill@crsofcolorado.com	Contact Web Master in order to post information on line breaks and Emergency shut offs on District Website

Notification Responsibilities & Procedures

Notify system customers for non-critical (i.e, planned, non-emergency) repairs

Responsibility:	James McGrady with CRS, LLC; Clyde Penn with ORC, LLC
Procedures for repairs impacting 50 or fewer customer shut-offs:	<p>Minimum Notice: 12 hours</p> <p>Customers will not be shut-off prior to 9am to perform the work (Contractor can mobilize, prep the site, however, no shut-offs until 9am)</p> <p>All impacted customers will receive a door hanger notice of repairs (at least 12 hours in advance)</p> <p>All impacted customers will receive a phone call notice of repairs (at least 12 hours in advance)</p> <p>Notice and updates will be posted on the districts webpage</p>
Procedures for repairs that can not be isolated to fewer than 50 customer shut-offs:	<p>Every attempt will be made to notify customers 4 days in advance</p> <p>Customers will not be shut-off prior to 9am to perform the work (Contractor can mobilize, prep the site, however, no shut-offs until 9am)</p> <p>Customers will receive notice via U.S. Postal Service and email blast</p> <p>Notice and updates will be posted on the districts webpage</p>

Notify water system customers of potential water shortage or issuing health advisories

Responsibility:	James McGrady with CRS, LLC, Sandy O'Neill District Administrator
Procedures:	<p>Coordinate with operations and the Board.</p> <p>Write public notice or health advisory. These may include:</p> <ul style="list-style-type: none"> • Conservation Orders • Water Use Advisories – “boil order” vs. “do not drink” vs. “do not use.” Note: Any “boil order” notification to residents should recognize that the district is at 6800-7600' feet above sea level and will require a “3 minute” boil instead of the standard “1 minute.” <p>Post notices on FVAWD website and distribute to residents (via email, regular mail and/or hand distribution). Notify local homeowner's associations.</p> <p>Notify CDPHE of any health advisory and related issues.</p> <p>Provide copies of notices to operators for posting within the district.</p> <p>If necessary, arrange for signs to be posted at key points in the district.</p>

Alert state drinking water and health agencies

Responsibility:	Clyde Penn with ORC, LLC
Procedures:	<p>Call CDPHE incident reporting line</p> <p>Notify district management and Board of reported incident and CDPHE response.</p>

Alert local law enforcement

Responsibility:	James McGrady with CRS, LLC
Procedures:	<p>Contact El Paso County Sheriff</p> <p>Coordinate reverse 911 notifications, if necessary and available.</p>

Alert local fire department

Responsibility:	James McGrady with CRS, LLC Clyde Penn with ORC, LLC
Procedures:	If a "911 emergency" occurs, call 911 directly and for coordination of emergency responders. In case of a water supply issue that could impact the ability to use FVAWD hydrants or facilities in responding to a fire, call TLMFD and to notify them of status and expected correction date.

Contact service and repair contractors

Responsibility:	Clyde Penn with ORC,
Procedures:	Will contact whichever service and repair contractors the District uses depending on the situation at hand. Coordinate with management company and/or Board (as necessary) to authorize emergency expenditures.

Contact neighboring water systems

Responsibility:	Clyde Penn with ORC, LLC
Procedures:	Notify Palmer Lake and Town of Monument water operations of issues that may impact their water supplies.

Brief local media, if necessary

Responsibility:	James McGrady with CRS, LLC (Designated Public Spokesperson) Alternate: President of the Board of Directors
Procedures:	Respond to media requests for information Coordinate and/or participate in any press conferences necessary



Section 4. Emergency Contact Information

FVAWD Representatives			
Organization	General Contact Info	Individual Contacts	Comments
Board of Directors	BOD@FVAWD.com www.FVAWD.com		Emergency contact information for individual board members is contained in Appendix A.
ORC Water Professionals – water operations	11919 West I-70 Frontage Rd. Suite 116A Wheat Ridge, CO 80033 (720) 287-0605 (720) 287-0874 (fax)	Clyde Penn, Lead Operator 719-200-8141 (cell) cpenn@orcwater.com Gabby Begeman Water Operator 303-912-3769 gbegeman@orcwater.com	Additional contact information for ORC is contained in Appendix B.
Community Resource Services of Colorado (CRS) -- management and administration	(303) 381-4960 303.381.4961 (fax)	James McGrady, District Manager 303-381-4972 (work) (719)-494-3782(cell) jmcgrady@crsofcolorado.com Sandy O'Neill, District Administrator 303-381-4988 (work) sandy@crsofcolorado.com	Additional contact information for CRS is contained in Appendix B.

First Responders and Government Agencies			
Organization	General Contact Info	Individual Contacts	Comments
El Paso County Sheriff – local law enforcement	911 719-390-5555 (non-emergency)		Handles dispatches for all emergency services w/in El Paso County. Calls originating anywhere w/in Colorado can be routed to El Paso County. Primary law enforcement contact. Sole party who can dispatch emergency personnel or decide if an emergency evacuation will occur.
Monument Police Department – adjacent jurisdiction	911 719-481-3253 http://www.monumentpd.org/		Monument is an immediately adjacent jurisdiction.

First Responders and Government Agencies			
Organization	General Contact Info	Individual Contacts	Comments
Palmer Lake Police Department – adjacent jurisdiction	911 719-481-2934		Palmer Lake is an immediately adjacent jurisdiction.
Colorado State Patrol	719.544.2424 http://www.colorado.gov/cs/Satellite/StatePatrol-Main/CBON/1251592908196		
Tri-Lakes/Monument Fire Protection District (TLMFPD) – fire department and emergency medical services	911 719-484-0911 (business) 719-481-3456 (fax) 166 2nd St., Monument, CO 80132 http://www.tlmfire.org/	Jennifer Martin, Office Manager 719-466-0505 (c)	Use non-emergency contact number for coordination of tanker water availability if needed for fire protection.
		Bryan Jack, Battalion Chief 719-484-0911 ext 3375	
Utility Notification Center of Colorado (Colorado 811) – "Call Before You Dig"	811 1-800-922-1987 http://www.co811.org www.uncc.org		A federally-mandated national "Call Before You Dig" number, 811 was created to help protect you from unintentionally hitting underground utility lines while working on digging projects.
Colorado Department of Public Health and Environment (CDPHE) – state regulatory agency	Incident Reporting (877) 518-5608		24 Hour toll-free, spills & drinking water emergencies
	Main Campus 4300 Cherry Creek Dr South Denver, Colorado 80246-1530 303-692-2000 1-800-886-7689 (In-state) www.cdphe.state.co.us		
	Water Quality Control Division (303) 692-3500 (main) www.cdphe.state.co.us/wq/	Joseph Talbot, Sr Field Engineer for El Paso County 719-545-4650 x103 joseph.talbott@state.co.us	
	Office of Emergency Preparedness and Response 303-692-2030 cdphe.co.train@state.co.us www.cdphe.state.co.us/epr		

First Responders and Government Agencies			
Organization	General Contact Info	Individual Contacts	Comments
El Paso County – county government and services	Department of Transportation 3275 Akers Drive Colorado Springs, CO 80922 719-520-6460 719-520-6879 (fax)		Road cuts and permits, right-of-ways
	Environmental Division 3255 Akers Dr. Colorado Springs, CO 80922 719-520-7879 719-520-7827 (fax)	Kathy Andrew, Division Manager kathyandrew@elpaso.com	Focuses on natural resources, household waste, & environmental compliance.
	Public Health 1675 W. Garden of the Gods Rd., Suite 2044 Colorado Springs, CO 80907 719-578-3199 healthinfo@elpasoco.com www.elpasocountyhealth.org		Disease control & environmental health.
	Board of County Commissioners 200 S. Cascade Ave., Suite 100 Colorado Springs, CO 80903	Darryl Glenn Commissioner, District 1 719-520-6411 719-520-6397 (fax) darrylglenn@elpasoco.com	Elected official
Colorado Department of Local Affairs (DOLA) – state agency	Division of Emergency Management 9195 E. Mineral Ave, Suite 200 Centennial, CO 80112 720-852-6600 720-852-6750 (fax) dola.helpdesk@state.co.us		Also has other local government services
	Division of Local Government 1313 Sherman St., Room 521 Denver, CO 80203 303-866-2156 303-866-4819 (fax) dlg.helpdesk@state.co.us		
U.S. Forest Service – forest service land adjacent to FVAWD	Pikes Peak Ranger District 601 South Weber Colorado Springs, CO 80903 719-636-1602		
		Jeffrey B. Hovermale Lands, Minerals and Special Uses (719) 477-4201 (719) 477-4233 (fax) jhovermale@fs.fed.us	Also contact for projects such as natural gas drilling and potential land swap impacting Limbaugh Canyon.

First Responders and Government Agencies			
Organization	General Contact Info	Individual Contacts	Comments
Environmental Protection Agency (EPA) – U.S. regulatory agency	Safe Drinking Water Hotline: 1-800-426-4791 Tools & educational info water.epa.gov/drink/index.cfm		

Adjacent Water Systems			
Organization	General Contact Info	Individual Contacts	Comments
Town of Palmer Lake – neighboring water system (not connected)	Water Department 719-481-2953 (town administration) www.ci.palmer-lake.co.us/	Steve Orcutt, Water Supervisor (719) 499-3312 Dr. Michael Maddox, Water Trustee (719) 285-4244	Emergency interconnection between water systems is possible.
Town of Monument – neighboring water system (not connected)	Monument Water Operations 645 Beacon Lite Road Monument, CO 80132 Emergency Telephone: 719.487.9291		No emergency interconnection.

Industry Organizations			
Organization	General Contact Info	Individual Contacts	Comments
American Water Works Association (AWWA)	6666 W. Quincy Ave. Denver, CO 80235 303.794.7711 or 800.926.7337 303.347.0804 (fax) www.awwa.org		
Colorado's Water/Wastewater Agency Response Network (Co-Warn)	<u>www.cowarn.org</u> CDPHE-WQCD 4300 Cherry Creek Dr. S Denver, CO 80246-1530 303-692-3605 303-905-7345 (emergency cell) Fax: 303-782-0390 (fax, attn: David Dani)	David Dani, CoWARN Website Administrator <u>david.dani@state.co.us</u>	Colorado "utilities helping utilities" FVAWD is a member of Co-Warn. CoWarn is administered by CDPHE & DOLA.
Colorado Rural Water Association	176 W. Palmer Lake Dr. Pueblo West, CO 81007 (719) 545-6748 (719) 545-6788 (fax) crwa@comcast.net www.crwa.net	Kimberly Mihelich Source Water Specialist 719-248-9116 <u>kimberly.mihelich@gmail.com</u> Rich Hayes	FVAWD is a System Member

Industry Organizations			
Organization	General Contact Info	Individual Contacts	Comments
		Eddy Balch, CWP Source Water Specialist 970-497-6706 (cell) 970-641-3936 (home) Eddy_balch@gmail.com	
Colorado State University (CSU) Extension - El Paso County	elpasoco.colostate.edu www.ext.colostate.edu/drought/water.html www.ext.colostate.edu/links/linkdisa.html	Barbara Bates, Director 305 S. Union Blvd. Colorado Springs, CO 80910 719-520-7675 barbara.bates@colostate.edu	
TriLakes Economic Development Corporation	http://trilakesedc.com/	Dannette Lilja, Chair 719-650-5750 dlitja@trilakessedc.com	
Rural Community Assistance Partnership (RCAP)	www.rcap.org		

Customers & Homeowner's Associations			
Organization	General Contact Info	Individual Contacts	Comments
Individual Residents			The management company (CRS) maintains records of residents and owners of properties within FVAWD.
Red Rock Ranch HOA	www.rrrhoa.org (use on-line form to email President)		Serves Red Rock Ranch and Clovenhoof neighborhoods.
Red Rock Reserve HOA	PO Box 3474 Monument, CO 80132 http://www.redrockreserve.com/home.html		Serves Red Rock Reserve.
Shiloh Pines Owners Association	PO Box 1216 Monument, CO 80132 inquiry@shilohpines.org bod@shilohpines.org shilohpines.org		Serves Shiloh Pines subdivision.

Customers & Homeowner's Associations			
Organization	General Contact Info	Individual Contacts	Comments
Priority Customers	n/a		The district has no customers such as hospitals, schools, industry, or adult care facilities that require priority communication.

Local Media			
Organization	General Contact Info	Individual Contacts	Comments
Tri-Lakes Tribune – local newspaper	Colorado Community Newspapers 9800 Mount Pyramid Ct., Suite 100 Englewood, CO 80112 (303) 688-3128 <u>OR</u> 47 3rd St. PO Box 488 Monument, CO 80132 (W.) 719.481.3423 (F.) 719.481.9005 Tribune@ccnewspapers.com www.ourcoloradonews.com/trilakes	Nicole Osborn, Tribune Reporter 719-481-3423 x4 nosborn@ccnewspapers.com	Weekly publication.
Our Community News – local newspaper	PO Box 1742 Monument, CO 80132-1742 ads@ourcommunitynews.org	Jim Kendrick, Reporter (719) 488-3455	Monthly publication may provide after-the-fact coverage.
The Gazette – Colorado Springs regional newspaper	30 East Pikes Peak Avenue Colorado Springs, CO 80903 719-632-5511 www.gazette.com		Daily publication.
Flash Alert Newswire (or Flash News Network) – flash notification service	3041 NW Grass Valley Dr. Camas, WA 98607 (360) 834-1953 www.flashalert.net		FVAWD is a member organization. Sends flash alerts to KRDO, KOAA & The Gazette
KKTV – Colorado Springs TV station	520 East Colorado Avenue Colorado Springs, CO 80903 Office: (719) 634-2844 Fax: (719) 632-0808 News Fax: (719) 634-3741 www.KKTV.com		
KOAA – Colorado Springs TV station	5520 Tech Center Drive Colorado Springs, CO 80919 (719) 630-3930 www.KOAA.com		

4. Emergency Contacts

Local Media			
Organization	General Contact Info	Individual Contacts	Comments
KXRM Fox 21 News Colorado Springs TV Station	560 Wooten Road Colorado Springs, CO 80915 Fox21news.com 719-596-2100		
KRDO – Colorado Springs TV station	399 S 8th St Colorado Springs, CO 80905 KRDO.com 719-575-6285		



Section 5. Response to Emergencies

FVAWD has defined three levels of emergency: operations- managed, district-managed and district-external (all defined below). In all emergencies, there is a series of general steps to take:

1. Analyze the type and severity of the emergency;
2. Take immediate actions to save lives;
3. Take action to reduce injuries and system damage;
4. Make repairs based on priority demand, and
5. Return the system to normal operation.

A. Operations-Managed Emergencies

Operations-Managed emergencies include customer outages as well as many distribution system leaks and equipment failures. Corrective actions are within operations' expertise and are managed by operators, although they may be time-sensitive and require out-of-cycle approval of expenditures (i.e., emergency approval prior to a board meeting with subsequent ratification at the next board meeting). Other district representatives may provide help or support.

Distribution or Transmission Line Break	
Assessment	Determine extent of break (how much water is being lost) and urgency of repair required (potential damage being caused). Identify location of break, using any or all of the following methods: <ul style="list-style-type: none"> • Sight (water surfacing, depressed areas, unexpected damp areas) • Monitoring differences in flows between flow meters • Leak detection services (including sound or gas)
Immediate Actions	Close necessary valves to isolate the leak. If transmission line break, turn off plant. Call contractor to fix break.
Notifications	Notify CDPHE. Notify management company and board. Notify impacted residents as to why they are out of water.
Follow-up Actions	Take bacteriological samples to ensure water is safe for consumption. Check settings for PRVs that are uphill from any distribution system leak.

Power Outage	
Assessment	Determine which district facilities are impacted.
Immediate Actions	Call appropriate power company, notifying the power company of the outage and obtaining an estimated time-to-repair. If there will be an extended outage that will impact water delivery, override controls in surface water treatment plant to gravity feed water through the plant and tie in the

Power Outage	
	emergency generator for powering chemical feed. Consult the SOP for power outages.
Notifications	Notify management company and board.
Follow-up Actions	Verify that power interruptions or surges have not impacted controls.

Equipment Failure	
Assessment	Determine if equipment failure has impacted the quality of water delivered to the tank and/or distribution system. Identify failed equipment or components. Determine if sensors and/or alarms are working correctly (no false signals).
Immediate Actions	If necessary, take impacted treatment plant off-line and bring other treatment plant on-line. Check tank water levels. Determine cause and formulate remediation plan. If necessary, implement a manual monitoring schedule until monitoring equipment is repaired.
Notifications	Notify CPDHE, and incorporate CDPHE requirements into notification and remediation plan. Notify management company and board. Obtain any emergency spending authorization needed. If necessary, notify residents.
Follow-up Actions	Purchase repair parts or schedule service as necessary. If necessary or directed by CDPHE, take chlorine and bacteriological samples in the distribution system to ensure water is safe to drink.

B. District-Managed Emergencies

District-Managed emergencies require response from operations, management company and board members ("all hands on deck"). These emergencies can be handled with district resources, including working through business relationships with vendors or adjacent water districts.

Drought or Reduction of Source Water Availability	
Assessment	<p>Estimate flow rates from the surface intake, including estimated reliability and duration.</p> <p>Estimate production capacity of well, including potential recovery time needed for aquifer.</p> <p>Determine capability for plant(s) to meet demand, including seasonal demand and considering upcoming weather.</p>
Immediate Actions	<p>Establish monitoring plan for tank levels and water production.</p> <p>Establish plan for optimizing throughput across both plants.</p> <p>If necessary, put water restrictions in place considering alternatives such as:</p> <ul style="list-style-type: none"> • Limited outdoor watering with limited schedules (alternating days based on house numbers) • No outdoor watering • Rotating outages through neighborhoods. <p>Determine necessity of obtaining water from alternative sources, including:</p> <ul style="list-style-type: none"> • Purchase of water from Palmer Lake (implementing connection per standard operating procedures) • Trucking in water from other sources <p>If water restrictions (conservation orders) are instituted, establish conditions under which they will be lifted and/or date on which they will expire.</p>
Notifications	<p>Notify residents in accordance with communication plan.</p> <p>If necessary, notify CDPHE.</p>
Follow-up Actions	<p>Continue monitoring water production and tank levels.</p> <p>Modify water restrictions as conditions change.</p>

Tank Failure	
Assessment	<p>Determine extent of tank failure and potential remediation.</p>
Immediate Actions	<p>Implement emergency "no tank" operating procedures, including:</p> <ul style="list-style-type: none"> • Getting emergency, temporary tanks in place • Changing monitoring and alarms to accommodate smaller capacity of emergency tanks. <p>Begin repair work on tank.</p> <p>Determine if water use restrictions are needed.</p>
Notifications	<p>If necessary, notify customers.</p>
Follow-up Actions	<p>Complete tank repairs.</p> <p>Return temporary tanks to vendor.</p>

Vandalism/Criminal Activity/Terrorism	
Assessment	Assess any damage to determine if water, facilities, or customers are at risk. If an external threat has been received, record and document all information related to the threat.
Immediate Actions	Turn off valves or facilities if necessary to prevent risk to customers and/or damage to district property. If SCADA/control systems are under attack, disconnect all remote access, reload programming, and implement local monitoring procedures. Do not disturb the site if it may be a possible crime scene. If necessary, establish a security perimeter. Gather all parties in an emergency meeting to determine if water supplies and residents are at risk and to decide on a game plan. Record damage (including pictures and date/time events occurred).
Notifications	Notify law enforcement and state agencies (including CPDHE) as appropriate. Notify Board of Directors. If necessary, notify residents.
Follow-up Actions	Complete any activities required by law enforcement or state agencies.

Natural Disaster (Flood/Earthquake/Avalanche/Tornado/Forest Fire)	
Assessment	Determine which (if any) district facilities are impacted by the natural disaster. Evaluate extent of damage to district facilities. Determine if primary or secondary flooding has caused water contamination. If appropriate, tour entire district to identify potential risks to distribution system and residents' water supply.
Immediate Actions	If necessary, turn off plant(s) and close valves to isolate damage and protect water supplies, water distribution and district facilities. If necessary, establish a security and safety perimeter. Gather all parties together for planning meeting, and to determine corrective actions.
Notifications	Notify CDPHE and residents.
Follow-up Actions	Begin any needed repairs. Complete any activities required by CDPHE. Complete the plan of action that was decided in the planning meeting.

Hazardous Materials Spill or Chemical Contamination	
Assessment	<p>Identify location (source) and extent of hazardous materials spill and/or chemical contamination.</p> <p>Determine if district has control over the source of the contamination.</p> <p>If contamination is from an identified source outside the control of the district, identify the party having control of that source.</p> <p>If practical, identify materials included in the spill.</p>
Immediate Actions	<p>To the extent possible, isolate district facilities and lines from the contamination source.</p> <p>If necessary, shut down treatment plant(s) to prevent system contamination.</p> <p>Begin appropriate clean-up activities, including contacting and engaging vendors who specialize in cleaning contamination.</p>
Notifications	<p>If HAZMAT spill, call 911 to notify Fire Department.</p> <p>Notify CDPHE (incident line)</p> <p>Notify residents.</p>
Follow-up Actions	<p>Ensure all precautions were taken during clean-up (for all activities under district control).</p> <p>Review remediation actions taken by others and identify actual and potential risks to the district and its water supply.</p> <p>Identify residual chemicals and determine requirements for ongoing remediation (w/ timeframes).</p>

Multiple Failures	
Assessment	<p>Identify the contributing failures.</p> <p>Conduct assessment activities for each failure.</p>
Immediate Actions	<p>Take actions appropriate for each activity, giving priority to actions that will protect lives, public health and district facilities.</p> <p>If necessary, pull in additional resources (people and contractors) to fully implement needed actions.</p>
Notifications	<p>As appropriate, notify CDPHE, law enforcement, customers and others.</p> <p>Establish communication plan for all relevant parties.</p>
Follow-up Actions	<p>Establish plan(s) for correction, remediation, monitoring, and close-out of problems.</p> <p>Monitor activities until all contributing failures are corrected.</p>

C. District-External Emergencies

District-External emergencies are beyond the capabilities of FVAWD to handle. These may include emergencies that originate outside the district.

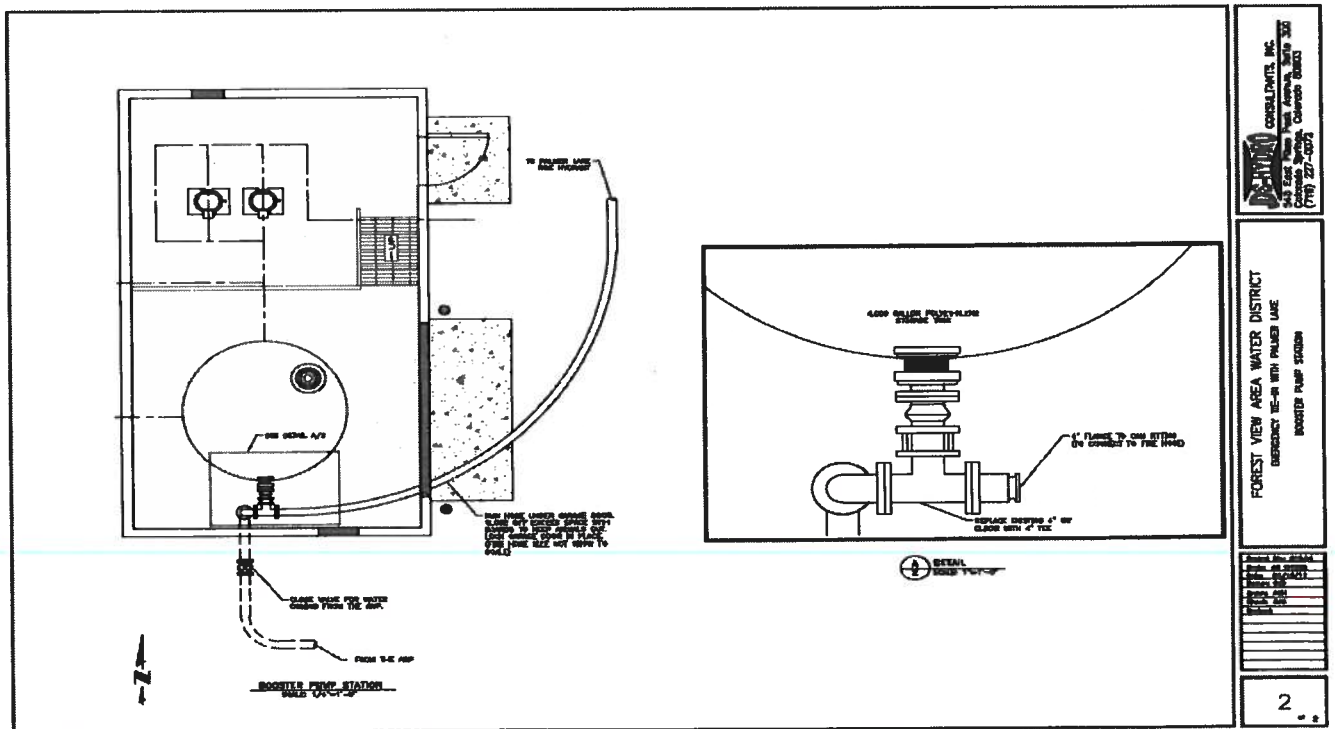
Area-wide Emergency or Threat	
Assessment	Identify area-wide emergency. Identify potential impact to district. Identify district resources that may be applied to the district.
Immediate Actions	Contact appropriate emergency response organizations, including CDPHE, El Paso County Sherriff and Tri-Lakes Fire. Hold emergency meeting to identify potential actions. Determine level of involvement and actions needed from FVAWD. Establish plans, as appropriate.
Notifications	If necessary, notify customers.
Follow-up Actions	Continue coordination with emergency response organizations. Implement FVAWD-specific actions as per plans.

D. Returning to Normal Operation

The district will be considered as having returned to normal operations when all facilities are running as normal and when all FVAWD representatives have returned to performing their regular job functions.

Action	Description and Actions
Return facilities to normal operations	Bring all facilities back on-line. Reverse any temporary programming or configurations made to address emergency. When returning to normal operations, FVAWD will work with CDPHE and follow all regulatory guidelines, including but not limited to, taking all required samples, following plant start-up procedures and proper notifications.
CDPHE Notifications	Notify CDPHE in accordance with CDPHE requirements and consistent with the type of emergency.
Customer Communications	Update customers on status of emergency When appropriate, lift (or let expire) health advisories, conservation orders or other notices.
Other Communications	If necessary, update law enforcement, media, and other organizations.
Conduct "After Action" Review	Review emergency, including cause and actions taken. Identify equipment or other items that may have failed while under warranty and, if necessary, make claims against vendor. Identify and implement changes to procedures, in necessary. Identify potential system improvements that could prevent or mitigate emergency, or could improve responsiveness in case of emergency. Depending on cost, implement improvement or incorporate recommendations into Capital Improvement Plan. Identify additional tools or spares that should kept on hand. Purchase, if necessary with authorization of board at next board meeting. Track and report on all purchases and actions until completed.

E. Emergency Interconnect Location and Tie in to FVAWD



Forest View Acres Water District

Emergency Response Plan

Adopted

February 23, 2017

Forest View Acres Water District

Operations Report – December 2022

Prepared by Gabby Begeman -ORC Water Professionals

Arapahoe Water Plant

- The plant effectively produced 100% for December due to the frozen inlet at the SWTP.
- We need to purchase a new chlorine sensor for the AWP as the old one is providing faulty readings. We have had to manually operate the automatic equipment due to this. A new sensor and associated equipment is \$7800. ORC can do the install.

Booster Pump Station

- The booster station has been running without issue.

Distribution

- Monthly routine bacteriological sample taken and was absent for bacteria.
- I have found some resources for remote monitoring of pressure zones throughout the distribution system. There are a couple of different options that I can get pricing on. See more information here. The i2o water logging monitors the PRV itself providing real time data on the status of the PRV. The Mueller remote pressure monitoring simply monitors pressure in the system and reports to a cloud where alarms can be dispatched.

<https://en.i2owater.com/solutions/data-logging/>

<https://www.muellercompany.com/water-works/hydro-guard/remote-pressure-monitoring-system/>

Surface Water Plant

- The plant produced 0% in December due to the frozen piping coming from the inlet.
- Completed monthly operations report (MOR) for state with no violations.
- The new turbidimeter display unit stopped outputting signals needed for the treatment process. This unit is no longer under warranty and will need to be sent back to HACH for service. This has yet to be serviced.
- The entry point chlorine meter has been giving false readings. We have yet to fix this issue. To remain in compliance without this equipment functioning, we had to shut the plant down. The pipe froze during the shut down even with the bypass valve open and running water through the pipe.
- We will fix the chlorine meter and get the facility ready for operations next spring.

Production Totals

Year	Month	SWTP Production - BW	% of Total	AWP Production	% of Total	Total Production	Total Water Sold	Percentage Discrepancy	GPD Produced	Average Demand (GPM)
2022	Jan	697,598	35%	1,315,054	65%	2,012,652	1,289,430	35.93%	67088	47
	Feb	1,012,201	70%	425,603	30%	1,437,804	1,149,039	20.08%	47927	33
	Mar	827,884	58%	602,692	42%	1,430,576	1,199,555	16.15%	47686	33
	Apr	927,643	59%	654,296	41%	1,581,939	1,323,806	16.32%	52731	37
	May	1,061,409	39%	1,681,527	61%	2,742,936	1,815,837	33.80%	91431	63
	Jun	32,536	2%	2,076,308	98%	2,108,844	2,090,661	0.86%	70295	49
	Jul	1,455,492	52%	1,362,059	48%	2,817,551	1,882,091	33.20%	93918	65
	Aug	193,675	9%	2,007,894	91%	2,201,569	1,750,601	20.48%	73386	51
	Sep	1,203,355	53%	1,068,339	47%	2,271,694	1,838,422	19.07%	75723	53
	Oct	945,551	41%	1,386,753	59%	2,332,304	1,394,021	40.23%	77743	54
	Nov	0	0%	1,497,939	100%	1,497,939	1,175,756	21.51%	49931	35
	Dec	0	0%	1,552,986	100%	1,552,986	1,247,965	19.64%	51766	36
Total		8,357,344	35%	15,631,450	65%	23,988,794	18,157,184	24.31%	66636	46
<p>Comments: Jan suspected overflows of tank increased the discrepancy July water leak increased discrepancy November leak lost approximately 60K</p>										

Diane Rodriguez

From: Gwendolyn (Gwen) Dall <gdall@jdshydro.com>
Sent: Thursday, January 19, 2023 4:59 PM
To: Joel Meggers
Cc: Diane Rodriguez
Subject: RE: Town of Monument Reimbursement Request for water main break in Forest View Acres Water District

Joel,
\$9041.92 to the Town of Monument. The \$1,452.82 was parts that the Town of Monument supplied to their contractor, Wagner Construction for the repair and the \$7,587.10 is the cost for Wagner Construction to complete the repair.
Thanks
Gwen



Gwen Dall, PE

719.402.0014 // c. 719.352.2231



From: Joel Meggers <jmeggers@crsofcolorado.com>
Sent: Thursday, January 19, 2023 4:52 PM
To: Gwendolyn (Gwen) Dall <gdall@jdshydro.com>
Cc: Diane Rodriguez <droduiguez@crsofcolorado.com>
Subject: FW: Town of Monument Reimbursement Request for water main break in Forest View Acres Water District

Hi Gwen,

So, we were going to cut a check for the board to sign at the meeting next week.

What amount should we cut it for? \$9,041.92?

What is the following all about?

X2 alpha romacs
\$654.76 each
10 ft of c900
\$14.53 a ft
Totals out to \$1,454.82

Thanks,

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

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From: Gwendolyn (Gwen) Dall <gdall@jdshydro.com>

Sent: Friday, December 2, 2022 3:58 PM

To: Brad Hogan <mintgreenbinder@msn.com>; Eck Zimmerman <ezimmermann@triadengineeringinc.com>; David Pheteplace <dpheteplace@gmail.com>; Nancy Wilkins <Nancy.wilkins.pike@gmail.com>; paulmckeanfvawd@gmail.com; guthriev63@gmail.com; jmquinlan@gmail.com

Cc: Joel Meggers <jmeggers@crsofcolorado.com>; Gabby Begeman (<gbegeman@orcllc.com> <gbegeman@orcllc.com>); Paul Ezquibel (<pesquibel@orcwater.com> <pesquibel@orcwater.com>); Gabrielle Begeman <gbegeman@orcwater.com>; Peter C. Johnson <pcj@vrlaw.com>

Subject: Town of Monument Reimbursement Request for water main break in Forest View Acres Water District

FVAWD Board,

As noted in my board meeting update, I am forwarding the reimbursement request from the Town of Monument for the repair of the unmarked water main that was hit during the construction of their water line. In addition to the costs from their contractor, Wagner Construction, noted in the attached, the Town would request an additional \$1,454.82 for materials they provided to the contractor as outlined below. This brings the total reimbursement request to \$9,041.92.

X2 alpha romacs

\$654.76 each

10 ft of c900

\$14.53 a ft

Totals out to \$1,454.82

Thanks

Gwen

Gwen Dall, P.E.

JDS-HYDRO CONSULTANTS

a Division of **RESPEC**

5540 Tech Center Dr., Suite 100

Colorado Springs, CO 80919

Direct: 719-402-0014

Excelling in municipal water and wastewater solutions

www.jdshydro.com

From: Tom Tharnish <ttharnish@tomgov.org>

Sent: Friday, December 2, 2022 3:47 PM

To: Gwendolyn (Gwen) Dall <gdall@jdshydro.com>

Subject: Info for water main break in Forest View Acres Water District

Gwen,

Here is the cost estimate from Wagner Construction for their work on the water main repairs. I will forward an e-mail from our water operator that handles our supplies for water breaks. It will have the total for our parts used. We don't have any markup on these since this was considered an emergency and use of our good neighbor policy with neighboring water districts. The e-mail of that will follow this shortly. Thanks.

THOMAS A. THARNISH

Director of Public Works
Town of Monument
www.TownofMonument.org
645 Beacon Lite Rd.
Monument, CO. 80132
Direct Line: 719-884-8039
Work Cell: 719-499-1126
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Work Change Directive/Work Order

Engineer/Owner: Forsgren/ Town of Monument
 Wagner Project Number/Name: 22507/ Monument Waterline
 Date: 11/10/2022
 Work Change Directive Number: COR 004

Description of Added/ Modified Work:

Crew encountered a water utility not shown or indicated on the plans. This resulted in a 4hr crew delay due to the added time to repair & protect the water utility from any further damage.

A time extension is required based off of the labor hours used to complete the work required and any additional time for sub-contract and material coordination

Submitted By	Work Requested By:
Quinn Traxler	See above

Description Labor:	Qty.	Units	Rate	Total
Perdiem/Lodging	28.00	HRS	\$12.25	\$343.00
Project Manager	4.00	HRS	\$135.04	\$540.16
Superintendent	4.00	HRS	\$135.80	\$543.20
Foreman	4.00	HRS	\$117.53	\$470.12
Operator (3)	12.00	HRS	\$82.65	\$991.86
Labor (3)	12.00	HRS	\$69.66	\$835.88
Description Equipment:	Qty.	Units	Unit Price	Total
Consumables and Small Tools (%of Labor)	\$3,381.22	%	3.50%	\$118.34
On-Highway Light Duty Truck	4.00	HRS	\$24.89	\$99.56
16' Enclosed Tool Trailer	4.00	HRS	\$26.78	\$107.12
33-40 Ton Excavator (Cat 336)	4.00	HRS	\$174.24	\$696.96
28-33 Ton Excavator (Cat 325)	4.00	HRS	\$143.16	\$572.64
Wheel Compactor (21-24 Ton Excavator)	4.00	HRS	\$15.63	\$62.52
Trench Box (3)	12.00	HRS	\$13.63	\$163.56
Bedding Box	4.00	HRS	\$10.52	\$42.08
135-150 HP Wheel Loader (Cat 930)	4.00	HRS	\$84.80	\$339.20
Skidsteer (Cat 289)	4.00	HRS	\$61.88	\$247.52
Broom	4.00	HRS	\$15.00	\$60.00
2,500 Gallon Water Truck	4.00	HRS	\$30.80	\$123.20
Skidsteer Trailer	4.00	HRS	\$4.45	\$17.80
On-Highway Light Duty Truck	4.00	HRS	\$24.89	\$99.56
Vac Trailer	4.00	HRS	\$30.80	\$123.20
Markup	Qty.	Units	Unit Price	Total
Labor & Equipment Contractor's Fee	\$6,597.48	%	15.00%	\$989.62
Materials Contractor's Fee	\$0.00	%	15.00%	\$0.00
Subcontractors Contractor's Fee	\$0.00	%	5.00%	\$0.00
Total:				\$7,587.10

Wagner Rep. _____ Date: _____ Owner Rep: _____ Date: _____



BOARD MEETING UPDATE

To: Forest View Acres Water District

From: Gwen Dall, P.E.
RESPEC

Date: January 20, 2023

Subject: **PROJECT UPDATES**

Town of Monument Interconnect

The tee for the interconnect vault was installed and RESPEC was onsite to observe. See attached field inspection log.

Attachments

1. Field Inspection Log

Clovenhoof Loop

The as built of the water lines installed by Native Sun in the area was received and is attached.

2. As Built of Clovenhoof Area Water Lines

Surface Water Treatment Plant

The scope of work and associated contract for the SWTP design is attached.

Attachments:

3. Scope of Work for SWTP

TENORM

Waiting for board approval to move forward.

Migrating to ArcGIS Pro

The system maps were migrated to ArcGIS Pro and the as-builts in the Clovenhoof area corrected. We are working on printing a revised large overall map and will post it to the following Dropbox when complete:

https://www.dropbox.com/sh/sqwr8fmf5dirnu3/AADlrn3m_oNAwbjWFdvTwBia?oref=e

5540 TECH CENTER DRIVE
SUITE 100
COLORADO SPRINGS, CO 80919
719.227.0072

Please contact me if you have any questions.

Thanks
Gwen Dall, P.E

CONSTRUCTION OBSERVATION LOG

Project: Town of Monument Interconnect **Date:** 12-5-2022
Contractor: Wagner Construction **Time:** 11:00 AM
Client: Forest View Acres Water District **Weather:** Sunny/Windy
Inspector: Lee Draeger **Eng. Proj No.:** WO215.21014

Contractors Onsite:

Native Sun, Abe (Forman) plus two hands

Equipment on Hand:

Two Excavators, Front-end loader, Skid

Work In Progress:

I was informed at about 9 am to be onsite at 11 am to observe the T and Valve installation for the Town of Monument (TOM) interconnect. When I arrived on site at 11 am the contractor was not yet ready to install the T. In the meantime, I went to the Clovenhoof area to check on the water line. The foreman for Native Sun, Abe, was cleaning up onsite and told me the sewer and water services were complete and that the water line was capped at the north end of the project to the west of 18625 area. He told me that he would be sending us as build drawings soon.

I returned to the Interconnect Project after lunch and observed the Contractor (Wagner Construction) installing the water line and preparing to install the T connection for the interconnect. The foreman (Daniel) asked if we could change the location of the T connection from the design drawing location, at STA=24+94.00, and move it closer to the 22.5 degree bend at STA 25+05.47, to move the T connection further away from the existing gas line to avoid possibly hitting the gas line when having to dig back into the T connection later. After contacting the supervising engineers, it was agreed to move the T interconnect further from the existing gas line to about STA=25+03.47. The contractor completed the installation of the 12" x 8" MJ T with Foster adapter and the 8" gate valve with MJ Plug.

Tomorrow the Contractor is planning to install the thrust block behind the T on the supply line (between the supply and Return line) and install another thrust on the backside of the return line (north line) in line with the first thrust bloc between the return line (north line) and the excavation wall on the north.

Observation Summary:

Attachments: 12 photos

Assmbling the 12"x8" T, Foster adapter, 8" Gate Valve and 12" DR-14 C100 PVC Pipe:



Installation of T Assembly:



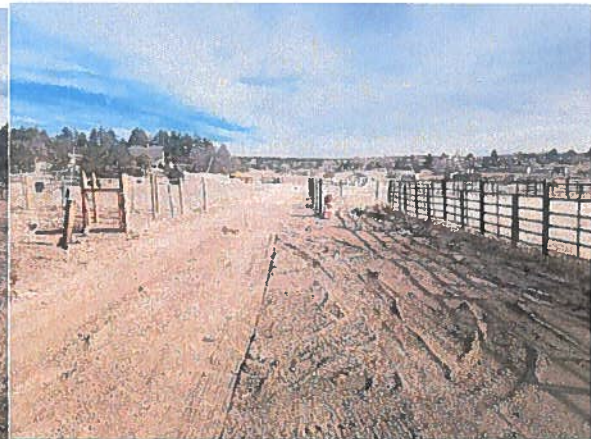
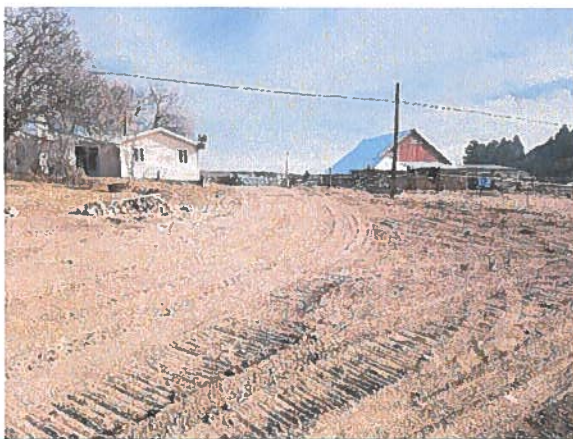
Clovenhoof Area Photos after project completion:

Upper Left Photo: Looking north just west of property addresses 18625 and 18610

Upper Right Photo: Looking south from near same location as described above

Lower Left Photo: Looking east from the west side of 18610

Lower Right Photo: Looking east on the driveway to 18610 near the water service line for property address 18590





MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this ____ day of _____ 20_____, by and between Forest View Acres Water District (hereinafter referred to as the "Client"), and JDS-Hydro, a Division of RESPEC Company, LLC (hereinafter referred to as the "Consultant").

WITNESSETH:

The Client desires to engage with JDS-Hydro for the purposes of providing general engineering services to support the District's raw water system, potable water treatment systems and potable water distribution systems. This Master Services Agreement is agreed such that the Consultant can provide such engineering services.

NOW, THEREFORE, the parties hereby agree as follows:

1. Performance of the Work.

The Consultant shall provide all labor and materials necessary to provide General Engineering Services for Forest View Acres Water District (the "Services") as more fully described in any Task Orders associated with this Master Agreement (hereinafter referred to as the "Work"). Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.

The Master Services Agreement shall commence on _____, and shall end on _____. The Master Services Agreement will automatically renew annually unless either party terminates the Master Services Agreement in writing at least 30 days prior to the end of the term.

Any work associated with associated Task Orders shall identify specific schedules of the related work activities. The Consultant is expected to perform the work in conformance with the specifications provided by the Task Order and the Client.

3. Consideration.

- a. For the successful completion of the Scope of Work, the Consultant shall be paid amounts on a time and materials basis or on a fixed-price lump sum basis as more fully described in the related Task Orders.
- b. Unless otherwise specified in a Task Order, hourly rates for calendar year 2023 for time and materials contracts will be invoiced at the hourly rates provided in Attachment C. Hourly rates for 2023 will be invoiced based on the RESPEC commercial price list in place at the time of the Task Order.
- c. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format as specified by the Client and shall contain at a minimum, the time period, and description of services provided. The invoice shall be submitted to the Client's Delegated Representative.

- d. In the event Consultant believes, in its sole discretion, that the Work goes beyond the scope of Services originally contemplated in this Agreement, Consultant and Client shall request an amendment to the Agreement in writing and executed by both Parties.
 - e. Upon Consultant's completion of Work or delivery of Work Product as set forth in the Task Orders, Client shall have thirty (30) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within thirty (30) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within thirty (30) days of completion or delivery of the Work or Work Product, Consultant shall have thirty (30) days to remedy the nonconformance.
4. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

Client's Contracting Representative

Brad Hogan, Board President
 Forest View Acres Water District
 719-491-3794
mintgreenbinder@msn.com

Authority

Approve and issue change orders.

Client's Delegated Representative

Joel Meggers, District Manager
 CRS of Colorado
 7995 E. Prentice Avenue, Suite 103E
 Greenwood Village, CO 80111
 303-381-4960
jmeggers@crsofcolorado.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

Consultant's Contracting Representative

Philip Welling
 3824 Jet Drive
 Rapid City, SD 57703
 (605) 394-6400
Phil.welling@respec.com

Authority

Approve and issue change orders.

Consultant's Delegated Representative

Mario DiPasquale
 5540 Tech Center Drive, Suite 100
 Colorado Springs, CO 80919
 719-402-0018
mario.dipasquale@respec.com

Authority

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

- 5. Safety Precautions. In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.
- 6. Proprietary Information. The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the

Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client's manuals or procedures, without the prior written consent of the Client.

7. Intellectual Property Rights. The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement, including but not limited to prompt payment of all sums due under this Agreement. For purposes of this Agreement:
- a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.
 - b. "Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (i) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client's Confidential Information or Client Materials or resulting from any use of the Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.
 - c. "Work Product Indemnity" Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Consultant's designs, drawings and specifications constituting the Work Product hereunder.
8. Standard of Care. Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's

profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.

9. Publications. The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.
10. Technical Data. All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.
11. Insurance. If the Contract includes work to be performed on the premises of the Client or the project site(s), then the Consultant shall purchase and maintain such insurance as will protect it from the following claims which may arise out of or result from its operations hereunder (whether by itself, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims coverage which are sustained by any person as a result of the Consultant; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance requirements are shown in Attachment A.
12. Limitation of Liability. Consultant's total liability to Client for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach under a Task Order of this Agreement shall, under no circumstances, exceed the fees paid and/or due and payable under such Task Order. Consultant shall not, under any circumstances, be liable for any special, exemplary, indirect, incidental, cover, punitive, or consequential losses or damages, costs, or expenses whatsoever, including loss of use, revenue or profit, arising in contract, warranty or in tort (including negligence) or any other legal theory, even if Company has been advised of the possibility of same. Notwithstanding the foregoing, nothing herein shall limit or exclude Consultant's liability for losses or damages that cannot be limited as a matter of law.
13. Indemnification.
 - a. *Indemnification of Consultant.* The Client agrees to indemnify Consultant and hold Consultant harmless from any claims, judgments, costs and expenses (including reasonable attorney's fees where recoverable by law), to the extent caused by:
 - i. any claim asserted by any third party against Consultant relating to the Work, provided however such indemnity shall not apply where Consultant has deliberately or willfully caused such damage or is found to be grossly negligent in the delivery of the Work;
 - ii. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of the Client or its employees or agents; and/or
 - iii. breach of this Agreement by the Client or its employees or agents.

- b. *Indemnification of Client.* Consultant agrees to indemnify Client and hold Client harmless from any third party claims, judgments, losses and damages (including reasonable attorneys fees where recoverable by law), to the extent caused by:
- i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or
 - ii. breach of this Agreement by Consultant or its employees or agents.
14. Non-Solicitation of Employees. Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.
15. Disputes. Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by mediation, or (4) by litigation. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefor, unless Client terminates or otherwise suspends performance hereunder.
- The parties shall bear the cost of their own attorneys' fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.
16. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.
17. Conflicts of Interest. Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.
18. Time. The performance of this work is required on a timely basis to meet the Client's time schedule.
19. Applicable Law. This Contract shall be governed by the laws of the state of Colorado. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible to provide Client with a valid Federal Tax Identification.
20. Integration. The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed below, attached hereto, incorporated herein, and considered a firm part of the Contract.
1. Attachment A - Insurance Requirements
 2. Attachment B - General Provisions
 3. Attachment C - Scope of Services

- 21. Entire Agreement. This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties.
- 22. Assignment. Neither party to this Agreement shall assign this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

Forest View Acres Water District

JDS-Hydro, a Division of RESPEC Company, LLC

By _____
Signature

By _____
Signature

Printed Name: _____

Printed Name: Mario DiPasquale

Title _____

Title: Program Manager

Date _____

Date: _____

ATTACHMENT A

INSURANCE REQUIREMENTS

Consultant must furnish Client with a Proof of Insurance with the following coverage.

1. General Liability of not less than \$1,000,000 each occurrence
2. Automobile Liability of not less than \$1,000,000 each occurrence
3. Bodily Injury and Property Damage Liability of not less than \$1,000,000 each occurrence
4. Workers Compensation and Employers Liability Insurance of \$1,000,000 each accident
5. Professional Liability of \$2,000,000 in the aggregate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Black Hills Insurance Agency, Inc. 820 St. Joseph PO Box 3330 Rapid City SD 57709	CONTACT NAME: Rich Maguire PHONE (A/C, No, Ext): (605) 342-5555 FAX (A/C, No): (605) 342-7901 E-MAIL ADDRESS: richmaguire@blackhillsagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td>Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER E:</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Company	25658	INSURER B:	Travelers Indemnity Company of Connecticut	25682	INSURER C:	Travelers Property Casualty Company of America	25674	INSURER D:	Standard Fire Insurance Company	19070	INSURER E:	Lexington Insurance Company	19437	INSURER F:	
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INSURER F:																					
INSURED RE/SPEC Inc.; RESPEC Company, LLC PDC, Inc.; North Star Holding Company, LLC 3824 Jet Drive Rapid City SD 57703																					

COVERAGES **CERTIFICATE NUMBER:** CL2133120681 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			630-0D556518	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			810-8M968901	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-3N191090	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED: RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-3K232410	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional E&O Liability (including Contractors Pollution Liability)			026154209	04/01/2021	04/01/2022	EACH CLAIM \$2,000,000
							AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Black Hills Insurance Agency, Inc.		NAMED INSURED RE/SPEC Inc.; RESPEC Company, LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Schedule of Named Insureds (General Liability, Commercial Auto & Workers Compensation):
 RE/SPEC, Inc.
 RESPEC Company, LLC
 PDC, Inc. dba PDC Engineers
 North Star Holding Company, LLC
 Morgan Worldwide Consultants, Inc.
 SSG, LTD
 Mine Development Associates, Inc.
 TerraSource, LLC
 POD, Inc.

Schedule of Named Insureds (Engineering Professional Liability, IT Professional Liability, Data & Privacy Liability & Commercial Excess):
 RE/SPEC, Inc.
 RESPEC Company, LLC
 PDC, Inc. dba PDC Engineers
 North Star Holding Company, LLC
 Morgan Worldwide Consultants, Inc.
 SSG, LTD
 Mine Development Associates, Inc.
 TerraSource, LLC
 POD, Inc.
 RESPEC Consulting, Inc.
 RSI Consulting, Inc.

Additional policy information:

Contractors Pollution/Professional Liability Excess				
Lexington Insurance Company	031428384	04/01/2021 - 04/01/2022	Each Claim/Aggregate	\$3,000,000/\$3,000,000

Data & Privacy Liability (including IT Professional)

ACE American Insurance Company	EON G25610921	04/01/2021 - 04/01/2022	Each Claim/Aggregate	\$5,000,000/\$5,000,000
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Commercial Crime

Travelers Casualty and Surety Company of America	106280540	04/01/2021 - 04/01/2022	Employee Theft	\$2,000,000
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Employee Theft of Client \$2,000,000

Underlying Excess Schedule (Canadian Exposure):

Commercial General Liability

Travelers Insurance Company of Canada	UXTRV300846	04/01/2021 - 04/01/2022	Limit	\$1,000,000/\$2,000,000
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Employers Liability Coverage

Travelers Insurance Company of Canada	UXTRV300846	04/01/2021 - 04/01/2022	BI Each Occurrence Limit	\$1,000,000
				BI Each Employee Limit
				\$1,000,000

Hired & Nonowned Auto Liability

Travelers Insurance Company of Canada	UXTRV300846	04/01/2021 - 04/01/2022	Hired Automobile Limit	\$1,000,000
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Underlying Excess Schedule (Foreign Exposure):

Commercial General Liability

Travelers Property Casualty Company of America	ZPP-15S35008	04/01/2021 - 04/01/2022	Limit	\$1,000,000/\$2,000,000
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Employers Liability Coverage

Travelers Property Casualty Company of America	ZPP-15S35008	04/01/2021 - 04/01/2022	BI By Disease Employee Limit	\$1,000,000
				BI By Disease
				Each Employee Limit \$1,000,000
				BI By Accident Each Accident Limit \$1,000,000

Hired & Nonowned Auto Liability

Travelers Property Casualty Company of America	ZPP-15S35008	04/01/2021 - 04/01/2022	Hired & Non-Owned Automobile Limit	\$1,000,000
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Coverage provided when contractually required:
 Blanket Additional Insured (except for Workers Compensation & Professional Liability)
 Blanket Waiver of Subrogation
 Blanket Primary & Non-contributory
 30-day notice of cancellation or material change
 Commercial Excess is written on following form basis

ATTACHMENT B

GENERAL PROVISIONS

1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.
2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client's request, promptly submit a copy of all drawings, data, and specifications to the Client.
3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for any material breach by Consultant of any of the terms hereof, including the representations of the Consultant.
4. If the Consultant for any reason does not substantially comply with the Client's delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant's default.
5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client's plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client's contracting agency or entity, or any other contingency of like or different nature beyond the Client's control.
6. The Consultant will strive to comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.
7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.

9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.
10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.
11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.
12. The final payment shall constitute a waiver of all claims by the Client, and, if required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, if Client has paid the Consultant and if Consultant defaults in its obligation provide lien waivers, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.
13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client's prior written consent.
14. The price for each item covered by this Agreement is exclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.
15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.
16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.

**ATTACHMENT C
SCOPE OF SERVICES**

SCOPE OF SERVICES

for
FOREST VIEW ACRES WATER DISTRICT
SURFACE WATER TREATMENT PLANT IMPROVEMENTS
PLANNING AND DESIGN

BACKGROUND AND GENERAL SCOPE OF SERVICES

Forest View Acres Water District was awarded grant funds through the American Rescue Plan Act (ARPA) through El Paso County to upgrade the District's existing Surface Water Treatment Plant. The upgrade proposes to remove the existing two stage pressure sand filtration system and install a new skid mounted ultrafiltration membrane system. The valves, pipes, controls and all associated equipment required to operate the new membrane system are included as part of the project. The existing building is expected to be utilized but upgrades to the electrical, drain and house water system would be completed to meet existing codes. Raw water storage to allow the plant to operate during periods of low surface water supply is included in the scope and would either be located below grade outside of the building or provided inside the building via a building addition.

JDS-Hydro Consultants, a Division of RESPEC (JDS/RESPEC) currently serves as the District's engineer and wrote the ARPA grant fund application. JDS/RESPEC is familiar with the District's raw and finished water systems and the current operation of the District's existing surface water treatment plant.

This specific scope of services outlines the planning, permitting and design of the surface water treatment plant improvements including the addition of a raw water storage tank at the inlet of the plant. A separate scope of services will be provided for construction administration services when final design is complete, and the specifics of the plant design are better defined. Throughout this scope, JDS-Hydro Consultants, a Division of RESPEC is referred to as ENGINEER and Forest View Acres Water District as OWNER.

SPECIFIC SCOPE OF SERVICES:

TASK 1: PRELIMINARY PLANNING

- A. Provide recommendations on raw water treatment, storage location, volume and overall design including site layout options.
- B. Prepare preliminary process flow diagram and floor plan layout. Work with vendors to collect budgetary estimates that will allow the OWNER to compare vendors. Provide a summary of estimates received and a recommendation on vendor selection.
- C. Review water quality information and provide preliminary options for treatment with an evaluation matrix ranking various treatment technologies.
 1. Evaluate potential treatment options for secondary contaminants of concern. ENGINEER will summarize options and work with OWNER to develop an evaluation matrix to assist with selecting the treatment technology to be incorporated into final design.
 2. Coordinate additional water quality testing that may be required.
- D. Identify the SCADA provisions to be added and define the requirements to integrate the plant controls into the District's existing SCADA system.

Deliverable Task 1: A Preliminary design memo will be produced that includes information as outlined above. ENGINEER will provide the memo to board for review and consideration and ENGINEER will attend a board meeting to review the information with the board. Once the board decides on selected options, Task 2 will begin and cost estimates will be refined.

TASK 2: PERMITTING AND 60% DESIGN

A. ENGINEER will prepare 60% design of surface water treatment plant and raw water storage, and will prepare a Basis of Design Report (BDR) for permitting through CDPHE. ENGINEER will coordinate responses to all requests for information from the CDPHE regarding the BDR to obtain final approval. The BDR will include:

- Application/Basic Information
- Possible sources of contamination
- Water quality data
- Process flow diagram
- Hydraulic profile
- Capacity evaluation & design calculations
- Monitoring & sampling evaluation
- Geotechnical report (may be required if building addition is required)
- Residuals handling plan
- Preliminary plan of operation
- Impact to corrosivity
- Implementation plan & schedule
- Coordination with treatment package provider
- Opinion of probable cost
- 60% Design drawings and specifications for the surface water treatment plant and raw water treatment/storage system

B. Coordinate with geotechnical firm to complete a subsurface geotechnical investigation at the potential raw water storage sites (if required).

C. Coordinate with surveyor to collect existing site layout and elevations to be used as an accurate base file for design drawings.

D. Design of Treatment System:

- Design of filtration system and residuals handling, as determined by water quality testing. This may include chemical additional for raw water treatment prior to filtration, evaluation of existing backwash storage and recycle system, chlorine feed and booster pump system design.
- Design of liquid sodium hypochlorite disinfection/feed/chemically enhanced cleaning system, storage, dosing and associated support systems.
- Evaluation of adequacy of chlorine contact capacity, residual analyzing systems, turbidity analysis.
- Outline all control narratives and reporting for above systems.

Deliverable Task 2: Basis of Design report with 60% design drawings and specifications for submittal to CDPHE.

TASK 3: FINAL DESIGN AND PREPARATION OF BID PACKAGE

- A. Finalize and add details to bring process and piping design drawings to 100%
- B. Coordinate with treatment package provider on final design
- C. Structural and Architectural design (if a building addition is selected)
- D. Plumbing plans for improvements to drain system and/or house water supply (if required)
- E. Electrical design
- F. Instrumentation and Controls System Support:
 - ENGINEER to draft controls narrative encompassing operation of all the above water system elements.
 - ENGINEER will work with OWNER approved subcontractor to design overall water system controls architecture. This includes remote telemetry communications.
 - ENGINEER will work with the OWNER to ensure all individual equipment is compatible and integrate with overall District communications and SCADA.
- G. If a building addition is selected, submit design drawings and specifications for pre-approval through PPRBD to allow for the Contractor to pull a building permit. We will follow-through with PPRBD on comments and modifications necessary to obtain approval.
- H. Prepare complete contract and technical specifications in CSI format for the project.
- I. Generate final drawings.
- J. Prepare final cost estimates for construction.

Deliverable Task 3: Final drawings, contract documents and technical specifications that will be used to bid the surface water treatment plant improvements.

TASK 4: BID ADMINISTRATION

Provide assistance during the bidding/negotiation process to include the following:

- A. Coordinate invitation to bid.
- B. Prepare and distribute/post documents to bidders.
- C. Coordinate and attend pre-bid meeting and site walk-thru.
- D. Prepare addenda and answer questions during bidding, as necessary.
- E. Coordinate and attend bid opening; tabulate results.
- F. Check references, calculate apparent low bidder and prepare a recommendation on award.

TASK 5: CONSTRUCTION AND POST CONSTRUCTION RELATED SERVICES

These services are not included in this scope but are expected to include:

- Contract documentation
- Pre-Construction Services
- Submittal review
- Construction inspection and administration
- Final project closeout

PROPOSED FEE & SCHEDULE

1. Preliminary Planning	\$30,000
2. Permitting and 60% Design	\$66,000
3. Final Design/Bid Package	\$67,000
4. Bid Administration	\$6,000
TOTAL	\$169,000

Time of Performance: Services Complete by February 2024

PAYMENT TERMS

- / The estimated fee for each task i will be invoiced monthly on a lump sum basis according to the percentage complete on each task.
- / Additional work requested and not included in this scope will be performed for a negotiated additional fee or on a time & materials basis, in accordance with our hourly rate schedule (enclosed).

EXCLUSIONS/CONDITIONS

- / Permit Fees
- / Site Development Plan through El Paso County (not anticipated to be required)
- / Design of water distribution system infrastructure other than facilities associated with surface water treatment plant improvements.
- / Water treatment system design assumes membrane filtration will be utilized for surface water treatment in the existing building.
- / Environmental Report (not anticipated to be required)
- / Third party testing, including but not limited to geotechnical investigations, sampling, collection and testing services, potholing to locate existing utilities onsite. ENGINEER to coordinate these efforts but the OWNER will be responsible for fees charged by consultants which can be added as a subcontractor under ENGINEER if desired.
- / Instrumentation and Controls (I&C). It is understood that ENGINEER will work with OWNER approved I&C engineer on communications and controls.
- / Costs for treatment package (contract for treatment package is typically involves tiered payments under a contract between the OWNER and the treatment package provider)
- / Construction
- / Any work not explicitly described herein.

2023 BILLING RATE SCHEDULE

COLORADO SPRINGS STAFF

Position	Hourly Rate
Principal	\$225
Sr. Project Manager	\$195
Project Manager	\$180
Sr. Project Engineer	\$170
Project Engineer	\$160
Sr. Designer	\$150
Staff Engineer III	\$140
Staff Engineer II	\$130
Staff Engineer I	\$120
Engineering Technician III	\$120
Engineering Technician II	\$110
Engineering Technician I	\$100
Administrative Support	\$85
Engineering Intern	\$70

Construction Support	Hourly Rate
Senior Construction Manager	\$175
Construction Manager/Sr. Inspector	\$150
Project Inspector	\$140
Staff Inspector	\$120

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost

**FOREST VIEW ACRES WATER DISTRICT
CASH POSITION SUMMARY
Year to Date (YTD) as of December 31, 2022
Adjusted as of January 20, 2023**

Account Activity Item Description	CHECKING	INVESTMENTS		TOTAL ALL ACCOUNTS
	BOK Financial	ColoTrust Plus	Colotrust Edge	
Beginning balance per bank	\$ 126,827	\$ 109,975	\$ 799,667	\$ 1,036,469
YTD credits - Total deposits, wires and transfers	632,373	93,773	17,070	743,216
YTD debits - Total vouchers, wires and transfers	(605,084)	-	(7,217)	(612,301)
YTD bank balance	154,116	203,748	809,520	1,167,384
Less outstanding checks	(57,923)	-	-	(57,923)
YTD book balance	96,193	203,748	809,520	1,109,461
Current period activity				
Current period deposits	17,127	693	-	17,820
Current period payables	(58,133)	-	-	(58,133)
Current period automatic payables	(14,921)	-	-	(14,921)
Total current cash balance	\$ 40,266	\$ 204,441	\$ 809,520	\$ 1,054,227

Note: The monthly operating reserve is \$52,986

Colorado Water Resources & Power Development Authority (Debt Schedule - Unaudited)				
	12/31/2021	2022	YTD 2022	2022
	Principal Balance	Principal Payment	Principal Balance	Interest Payment
Loan D12F295	\$ 1,150,000.00	\$ 100,000.00	\$ 1,050,000.00	\$ -
Loan D16F368	388,339.12	23,334.91	365,004.21	7,650.69
	\$ 1,538,339.12	\$ 123,334.91	\$ 1,415,004.21	\$ 7,650.69

FOREST VIEW ACRES WATER DISTRICT
ALLOCATION OF FUND BALANCES - CASH BASIS (NON-GAAP)
Year to Date (YTD) as of December 31, 2022
UNAUDITED

Account Activity Item Description	GENERAL	OPERATIONS	CAPITAL	TOTALS ALL FUNDS
BEGINNING FUND BALANCES	\$ 110,171	\$ 448,215	\$ 475,206	\$ 1,033,592
YTD REVENUES PER FINANCIAL STATEMENTS				
Availability of service fees	-	-	4,240	4,240
Capital replacement fees	-	-	202,163	202,163
CSD Pool safety grant	-	1,700	-	1,700
Interest and unrealized gain/(loss)	13,407	-	-	13,407
Inclusion Red Rock	-	-	10,000	10,000
Late fees and penalties	-	4,800	-	4,800
Miscellaneous	-	836	-	836
Operations fees	-	161,690	-	161,690
Property taxes	83,020	-	-	83,020
Specific ownership taxes	8,421	-	-	8,421
Electric Provider Capital credit	-	363	-	363
Tap fees	-	-	62,000	62,000
Transfer fees	-	2,100	-	2,100
Water usage fees	-	177,286	-	177,286
Total YTD revenues	104,848	348,775	278,403	732,026
Beginning Fund Balances Plus YTD Revenues	215,019	796,990	753,609	1,765,618
Total YTD EXPENDITURES	(73,979)	(333,547)	(248,631)	(656,157)
ENDING FUND BALANCES	\$ 141,040	\$ 463,443	\$ 504,978	\$ 1,109,461

Budget vs. Actual Page Reference:

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**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, 2022
Unaudited**

	<u>Current Two Months</u>	<u>YTD Actual</u>	<u>2022 Adopted Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget 100%</u>
REVENUES					
Property taxes	\$ 1,679	\$ 83,020	\$ 81,522	\$ 1,498	102%
Specific ownership taxes	1,422	8,421	8,152	269	103%
Interest and unrealized gain/(loss)	8,797	13,407	500	12,907	2681%
Total revenues	<u>11,898</u>	<u>104,848</u>	<u>90,174</u>	<u>14,674</u>	<u>116%</u>
EXPENDITURES					
Directors' fees	700	6,000	6,500	(500)	92%
District management and accounting	1,410	13,767	16,000	(2,233)	86%
District website and push notifications	100	6,002	1,200	4,802	500%
Elections	-	2,533	5,000	(2,467)	51%
Insurance and SDA dues	11,472	12,689	14,000	(1,311)	91%
Legal	3,192	27,656	15,000	12,656	184%
Miscellaneous	-	660	4,000	(3,340)	17%
Postage	440	3,448	4,000	(552)	86%
Training and education	-	-	500	(500)	0%
Treasurer fees	3	1,224	1,223	1	100%
US Forest Service	-	-	350	(350)	0%
Emergency reserve	-	-	2,800	(2,800)	0%
Total expenditures	<u>17,317</u>	<u>73,979</u>	<u>70,573</u>	<u>3,406</u>	<u>105%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (5,419)</u>	30,869	<u>\$ 19,601</u>	<u>\$ 11,268</u>	
BEGINNING FUND BALANCE		<u>110,171</u>			
ENDING FUND BALANCE		<u>\$ 141,040</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, 2022
Unaudited**

	Current Two Months	YTD Actual	2022 Adopted Budget	Variance Over (Under)	Percent of Budget 100%
REVENUES					
Late fees and penalties	\$ 850	\$ 4,800	\$ 2,000	\$ 2,800	240%
Miscellaneous	500	836	1,000	(164)	84%
Operations fees (\$40/month; 321 accounts)	33,451	161,690	161,760	(70)	100%
Transfer fees	150	2,100	3,000	(900)	70%
Water usage fees (Tiered)	29,343	177,286	181,939	(4,653)	97%
Electric Provider Capital Credit	363	363	-	363	-
CSD Pool safety grant	-	1,700	-	1,700	-
Total revenues	64,657	348,775	349,699	(924)	100%
EXPENDITURES					
General					
Bank fees	132	801	1,000	(199)	80%
Billing	1,851	18,074	21,000	(2,926)	86%
District management and accounting	2,732	26,685	31,000	(4,315)	86%
Meter reading and maintenance	2,175	6,751	5,000	1,751	135%
Miscellaneous	1,051	4,382	3,500	882	125%
Remote read data charge (Badger/Nat'l Meter)	-	628	3,800	(3,172)	17%
Utilities - refuse collection (Tri Lakes)	-	-	400	(400)	0%
Subtotal - General expenditures	<u>7,941</u>	<u>57,321</u>	<u>65,700</u>	<u>(8,379)</u>	<u>87%</u>
Surface Water Treatment Plant - 002					
Operator In resp chg (SWTP)	3,792	21,814	30,000	(8,186)	73%
Repairs and maintenance	1,422	18,389	12,000	6,389	153%
Supplies and chemicals	1,067	3,601	8,700	(5,099)	41%
Telephone	-	418	600	(182)	70%
Utilities - electric (CORA)	216	1,996	3,000	(1,004)	67%
Water testing	-	-	1,000	(1,000)	0%
Subtotal - SWTP expenditures	<u>6,497</u>	<u>46,218</u>	<u>55,300</u>	<u>(9,082)</u>	<u>84%</u>
Arapahoe Treatment Plant - 000					
Operator In resp chg (ORC)	5,000	32,553	22,000	10,553	148%
Repairs and maintenance	2,962	57,370	6,000	51,370	956%
Supplies and chemicals	-	8,950	4,500	4,450	199%
Telephone	256	1,219	2,500	(1,281)	49%
Utilities - electric (IREA 18852 Rockbrook)	4,403	24,240	28,000	(3,760)	87%
Utilities - gas	109	866	2,500	(1,634)	35%
Utilities - sewer treatment (PLS)	504	2,927	3,500	(573)	84%
Water testing	-	1,649	4,000	(2,351)	41%
Subtotal - ATP expenditures	<u>13,234</u>	<u>129,774</u>	<u>73,000</u>	<u>56,774</u>	<u>178%</u>
Booster Station					
Utilities - booster electric (CORA)	1,171	7,486	8,000	(514)	94%
Operations & maintenance - Booster	133	325	2,000	(1,675)	16%
Subtotal - Booster Station	<u>1,304</u>	<u>7,811</u>	<u>10,000</u>	<u>(2,189)</u>	<u>78%</u>
Other Expenditures					
Distribution repairs and maintenance	43,835	92,423	35,000	57,423	264%
Contingency	-	-	30,000	(30,000)	0%
Subtotal - other expenditures	<u>43,835</u>	<u>92,423</u>	<u>65,000</u>	<u>27,423</u>	<u>142%</u>
Total expenditures	<u>72,811</u>	<u>333,547</u>	<u>269,000</u>	<u>64,547</u>	<u>124%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (8,154)</u>	<u>15,228</u>	<u>\$ 80,699</u>	<u>\$ (65,471)</u>	
BEGINNING FUND BALANCE		<u>448,215</u>			
ENDING FUND BALANCE		<u>\$ 463,443</u>			

**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, 2022
Unaudited**

	<u>Current Two Months</u>	<u>YTD Actual</u>	<u>2022 Adopted Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget 100%</u>
REVENUES					
Availability of service fees (\$20/month; 26 accounts)	\$ -	\$ 4,240	\$ 4,560	\$ (320)	93%
Capital replacement fee (\$50/month; 321 accounts)	41,814	202,163	202,200	(37)	100%
Inclusion - Red Rock Acres	-	10,000	-	10,000	0%
Tap fees	-	60,000	30,000	30,000	200%
Tap fees - admin	-	2,000	1,000	1,000	200%
Total revenues	<u>41,814</u>	<u>278,403</u>	<u>237,760</u>	<u>40,643</u>	<u>117%</u>
EXPENDITURES					
CWRPDA & DWRF principal	-	123,334	123,334	-	100%
CWRPDA & DWRF interest	-	7,650	7,650	-	100%
District management and accounting	2,203	21,515	25,000	(3,485)	86%
Engineering	7,560	21,816	10,000	11,816	218%
Inclusions - Red Rock Acres	-	240	-	240	-
Inclusions - Van Der Gugten Easement	-	1,229	-	1,229	-
Clovenhoof Easement & Pipeline (w/ Palmer Lake Sewer)	2,828	10,170	150,000	(139,830)	7%
Capital replacement	-	8,322	25,000	(16,678)	33%
Monument Interconnect	17,773	54,355	220,000	(165,645)	25%
Contingency	-	-	50,000	(50,000)	0%
Total expenditures	<u>30,364</u>	<u>248,631</u>	<u>612,484</u>	<u>(363,853)</u>	<u>41%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 11,450</u>	<u>29,772</u>	<u>\$ (374,724)</u>	<u>\$ 404,496</u>	
BEGINNING FUND BALANCE		<u>475,206</u>			
ENDING FUND BALANCE		<u>\$ 504,978</u>			

Run Type: Cycle

Cycle Code: A, Run Number: 957, Billing From: 01.01.2023 To 01.31.2023, Updated: No

Billing Summary Recap / Totals

No Of Bills:	339
No Estimated:	15
Consumption:	1,257,171
Miscellaneous Charge Amount:	0.00
Service Amount Billed:	41,878.45
Service Adjustments:	427.88-
Fuel Adjustments:	0.00
Tax Amount:	0.00
Service Arrears:	4,422.50
Penalties:	851.74
Deposits Applied:	0.00
Current Interest Applied:	0.00
Previous Interest Applied:	0.00
New Balance:	46,724.81
Budget Billings:	0.00
Payment Plan Amounts:	0.00

FVAMD Water Taps - Current 01/20/2023

Year	Chk #	Date	Property Address	Parcel #	Location # in billing system
2007		9/30/2007			
		7/9/2008	4571 Red Rock Ranch Dr.	Lot 13	13510
2008	12091	10/8/2008	2450 Lake Meadow Dr.		13320
	1012	11/14/2008	18015 Stone View Rd.		13330
2009	not collected	5/30/2009	4590 Red Rock Ranch Dr.	Lot 4	13430
	not collected	5/30/2009	4540 Redstone Ridge Rd.	Lot 16	13530
2010	6862	7/31/2010	4670 Limestone Rd.	Lot 14	13520
	not collected	2/5/2011	4630 Red Rock Ranch Dr.	Lot 6	13610
2011	2017	5/13/2011	18435 Stone View Rd.		13000
	5189	8/5/2011	4445 Sandstone Dr.		13050
	1006	9/19/2011	4651 Red Rock Ranch Dr.	Lot 10	13480
2012	10834	9/7/2012	4640 Limestone Rd.	Lot 17	13540
	70368	7/30/2013	4580 Redstone Ridge Rd.	Lot 18	13240
	1024	8/14/2013	4591 Red Rock Ranch Dr.	Lot 12	13550
2013	6007	12/17/2013	18625 Mesa Verde Rd (3750 El Rancho Way)	Lot 7	13450
2014	1029	1/10/2014	4670 Red Rock Ranch Dr.	Lot 3	13420
	7478	1/22/2014	4570 Red Rock Ranch Dr.	Lot 19	13560
	13849	7/24/2014	3520 Mesa Verde Rd.		13650
	2161	10/2/2014	4510 Red Rock Ranch Rd.	Lot 1	13400
2015	1450	1/16/2015	18240 StoneView Rd.	Lot 23	12980
	2030	3/4/2015	4619 Redstone Ridge Rd.		13600
	5858	5/8/2015	18805 Cloven Hoof Dr.		13649
	2645	3/25/2018	4949 Redstone Ridge Road	Lot 1, Rockwood Minor Subdivision	13654
	14916	7/22/2015	2840 Lake Meadow Dr.		13280
2016	3028	3/7/2016	4631 Red Rock Ranch Dr.	Lot 11	13490
	3244	6/6/2016	4531 Red Rock Ranch Dr.	Lot 15	13642
	11289	10/22/2016	3580 Mesa Verde Rd.		13651
	1095	11/8/2016	4550 Red Rock Ranch Dr.	Lot 2	13410
	7438	12/18/2016	3550 Mesa Verde Rd.		13653
	not collected	5/25/2017	4659 Redstone Ridge	Lot 22	13590
2017	2844547	8/18/2017	4660 Redstone Ridge	Lot 21	13580
	7615	9/28/2017	18515 Vista View Drive		13655
	15997	12/11/2017	18845 Rockbrook Rd		13270
	1003	3/12/2018	18445 Pine Park Road		13160
	2645	3/25/2018	4909 Redstone Ridge	Lot 2, Rockwood Minor Subdivision	13656
2018	2589	4/5/2018	4671 Red Rock Ranch Dr.	Lot 9	13470
	202	8/31/2018	3885 Sierra Vista Rd		13440
	49690925	10/26/2018	3885 Sierra Vista Rd		13290
	9950351	11/16/2018	4610 Red Rock Ranch Dr.		13290
2019	58056911	11/27/2018	3885 Sierra Vista Rd	Lot 5	13290
	75712026	1/31/2019	3885 Sierra Vista Rd		13290
	91145877	2/21/2019	3885 Sierra Vista Rd		13290
	81906723	3/28/2019	3885 Sierra Vista Rd		13290
2019	98576002	4/25/2019	3885 Sierra Vista Rd		13290
	717	5/1/2019	4640 Redstone Ridge	Lot 20	13570
	7472910	5/28/2019	3885 Sierra Vista Rd		13290
	41960038	6/28/2019	3885 Sierra Vista Rd		13290
	30832	7/1/2019	18439 Forest View Rd		13661
	48478693	7/18/2019	3885 Sierra Vista Rd		13290
	58270979	8/28/2019	3885 Sierra Vista Rd		13290
	80057045	9/19/2019	18401 Forest View Rd		13662
	65682442	9/27/2019	3885 Sierra Vista Rd		13290
	73974456	10/31/2019	3885 Sierra Vista Rd		13290
	81858109	11/27/2019	3885 Sierra Vista Rd		13290
	89256725	12/27/2019	3885 Sierra Vista Rd		13290
2020	97586846	1/31/2020	3885 Sierra Vista Rd		13290
	3682964	2/28/2020	3885 Sierra Vista Rd		13290
	11640034	3/24/2020	3885 Sierra Vista Rd		13020
	9474713122	4/16/2020	4820 Limestone Rd		13290
	18902826	4/28/2020	3885 Sierra Vista Rd		13290
	37309030	5/27/2020	3885 Sierra Vista Rd		13290
	44103070	6/30/2020	3885 Sierra Vista Rd		13290
	46327832	6/30/2020	3885 Sierra Vista Rd		13290
	6109	8/25/2020	18365 Forest View Rd	Morton	13665
	8050	9/24/2020	18320 Stone View Rd	Brinton	13666

	5861	11/22/2020	18755 Rockbrook Rd					13300	Baxter
2021	2896	12/22/2020	18300 Stone View Rd (lot 4 Blk 5) (recently numbered)			Lot 8		13663	Bertz
	1911	9/27/2021	4691 Red Rock Ranch Dr					13460	Smith sold to Tapper 7/14/2020 -Pre-paid Tap
2022	1232	9/29/2021	4848 Limestone Rd					13030	Riley
	Wire Transfer	3/4/2022	3630 Mesa Verde Rd					13200	DIY Properties, LLC (David Yack)
	1003/1004/1005	3/25/2022	4855 Sandstone Rd					12990	Matthew & Julie Burmeister
			<u>Future Projected Taps</u>						
			4910 Redstone Ridge (renumbered to 4690 Red Rock Ranch Rd)			Lot 3, Rockwood Minor Subdivision		13657	Tap Fee Unpaid - no meter installed per Gabby
			4625 Red Forest Rd					12970	Lambe
			(7117005028) Location 17-11-67 (County Assessor shows 00 Redstone Ridge Rd address)					13010	Tracy Walters
			2695 Lake Meadow Dr					13100	Jacinto
			18105 Stone View Rd					13110	Michaels
			Shiloh Pines Dr (Lot 43 Blk2 Shiloh Pines Sub)					13130	Burke - Schedule #7116401003 (purchased 8/10/2022)
			3715 El Rancho Way					13140	Lucient
			18335 Pixie Park Rd					13150	Cressman
			4511 Red Rock Ranch Dr, was 18495 Pixie Park Rd			7117004016		13170	Current
			3515 Range View Rd					13180	Zengeler/Acree
			3560 Range View Rd					13190	Zengeler/Acree
			4310 Red Forest Rd					13230	Ernest - Emailed water tap application per request 09.28.2021
			3890 Range View Rd					13310	Pryor
			4549 Redstone Ridge Rd					13652	Benzaleski
			18325 Forest View Rd					13664	Jensen
			18545 Vista View Dr					13667	Kittelson
			18565 Vista View Dr					13668	Kittelson
			18595 Vista View Dr					13669	Nevins - (no AOS fees charged due to agreement)

**Payables Invoices
Forest View Acres
January 2023**

Current Payables						
Invoice #	Date of Service	Vendor	Description	Itemized	Amount Due	
22358	12/28/22	Colorado Rural Water Assoc	Prepaid		\$	300.00
1.18.23	01/18/23	Monument Sanitation District	Miscellaneous Expense		\$	360.00
1.19.23	01/19/23	Town of Monument	Water Main Repair		\$	9,041.92
REG MTG 1.27.23		Brad Hogan	Director fee		\$	100.00
REG MTG 1.27.23		David Pheteplace	Director fee		\$	100.00
REG MTG 1.27.23		Matt Quinlan	Director fee		\$	100.00
REG MTG 1.27.23		Nancy Wilkins	Director fee		\$	100.00
REG MTG 1.27.23		Paul McKean	Director fee		\$	100.00
REG MTG 1.27.23		Eckehart Zimmerman	Director fee		\$	100.00
REG MTG 1.27.23		Vincent Guthrie	Director fee		\$	100.00
					Total	\$ 10,401.92

Electronic payments including ACH payments and Wire transfers						
Invoice #	Date of Service	Vendor	Description	Itemized	Amount Due	
719-488-2110 654B	01/07/23	CenturyLink	Phone		\$	63.80
333258592	01/10/23	CenturyLink	Phone		\$	68.79
010423	12/20/22	Palmer Lake Sanitation	Sanitation			
					Total	\$ 132.59

GRAND TOTAL \$ 10,534.51

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	1/27/2023
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
05332	BADGER METER	Badger Meter	1/27/2023	BOKF	PMCHK00000519	\$561.88
05333	HOGAN	Brad Hogan	1/27/2023	BOKF	PMCHK00000519	\$100.00
05334	CRWA	Colorado Rural Water Associati	1/27/2023	BOKF	PMCHK00000519	\$300.00
05335	CRS	CRS of Colorado	1/27/2023	BOKF	PMCHK00000519	\$18,015.57
05336	DAVID PHETEPLAC	David Pheteplace	1/27/2023	BOKF	PMCHK00000519	\$100.00
05337	DUI	Diversified Underground, Inc.	1/27/2023	BOKF	PMCHK00000519	\$1,068.00
05338	EZ	Eckehart Zimmerman	1/27/2023	BOKF	PMCHK00000519	\$100.00
05339	F	Ferrellgas	1/27/2023	BOKF	PMCHK00000519	\$240.00
05340	JDS	JDS - Hydro Consultants, Inc	1/27/2023	BOKF	PMCHK00000519	\$8,456.25
05341	MQ	Matt Quinlan	1/27/2023	BOKF	PMCHK00000519	\$100.00
05342	MSD	MONUMENT SANITATION DISTRICT	1/27/2023	BOKF	PMCHK00000519	\$360.00
05343	ORC	ORC Water Professionals, Inc	1/27/2023	BOKF	PMCHK00000519	\$24,440.04
05344	PAUL MCKEAN	Paul McKean	1/27/2023	BOKF	PMCHK00000519	\$100.00
05345	PSI	Progressive Services, Inc.	1/27/2023	BOKF	PMCHK00000519	\$780.50
05346	UNCC	Utility Notification Center of	1/27/2023	BOKF	PMCHK00000519	\$44.20
05347	V. GUTHRIE	Vincent Guthrie	1/27/2023	BOKF	PMCHK00000519	\$100.00
05348	VAR	Vranesh and Raisch, LLP	1/27/2023	BOKF	PMCHK00000519	\$2,867.00
05349	WILKINS	Nancy Wilkins	1/27/2023	BOKF	PMCHK00000520	\$100.00
05350	TOWN OF MONUMEN	Town of Monument	1/27/2023	BOKF	PMCHK00000520	\$9,041.92

Total Checks:	19			Total Amount of Checks:		\$66,875.36
=====						



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

January 5, 2023

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, 2022.

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, 2022. Accounting standards generally accepted in the United States of America (GAAS) 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.

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.

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 accountants will prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles. 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.

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 GAAP 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.

Should you choose to include 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 2023 and to issue our reports no later than July 31, 2023.

Our fee for these services will be \$6,700, 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.

Other

In accordance with C.R.S. § 8-17.5-101, *et seq.*, the Company hereby certifies to the District that:

The Company hereby states to the Forest View Acres Water District that the Company does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101 C.R.S.) in order to confirm the employment eligibility of all employees of the Company who are newly hired to perform work under the Agreement.

In accordance with §8-17.5-102 C.R.S., the Company shall not:

- (a) Knowingly employ or contract with a worker without authorization to perform work under the Agreement; or
- (b) Enter into a contract with a subcontractor that fails to certify to the Company that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

The Company represents and warrants it has confirmed the employment eligibility of all of its employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

The Company is prohibited from using the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

If the Company obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, the Company shall:

- (a) Notify the subcontractor and the District within three days that the Company has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (b) Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the worker without authorization; except that the Company shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

The Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

If the Company violates any provision of § 8-17.5-102, C.R.S., the District may terminate the Agreement immediately and the Company shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Company to the Colorado Secretary of State, as required by law.

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-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
1	Regular Monthly Board Mtgs (Every 4th Wed @ 6pm)												
2	New Transmitter Replacement for Remote Meter Reading System	X	X										
3	Town of Monument Tank - Pipeline Project and Interconnect	X	X	X	X	X	X	X	X	X	X	X	X
4	Easement @ 18590 Cloven Hoof Rd (KVG)	X	X	X									
5	Taylor Easement	X	X	X									
6	Pursue Power to New Booster Station for Interconnect	X	X	X	X								
7	El Paso County ARPA Grant (SWTP Filter Upgrade Project)	X	X	X	X	X	X	X	X	X	X	X	X
8	Review and Discuss 5 Year Capital Plan												
9	Red Rock Acres Residential Development Project		X	X	X	X	X						

Annual Items		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
1	SDA Conference												
2	Public Hearing for 2023 Budget										X		
3	2023 Budget Adoption Process											X	
4	Public Hearing for Certification of Delinquent Accounts										X		
5	Adopt Final 2023 Budget												X
6	Annual Administrative Resolution 2023												X
7	Mill Levy Certification												X
8	Forest Service Fee												15
9	Transparency Notice	X											X
10	Annual Emergency Plan Review & Update	X											X
11	Audit	X						X					15
12	CSD Pool-Safety & Loss Prevention Grant (exp.end of March every yr)			X									X
13	Annual Plant Meter Testing			X									
14	Consumer Confidence Report (CCR) Delivered						30						
15	DWRF Survey Annual Submittal Deadline to CDPHE						30						

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