



7555 E. Hampden Avenue, Suite 501
Denver, Colorado 80231
Tel: 720-213-6621
<https://www.fhmd.net/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Craig Weinberg	Chairperson	2029/May 2029
Victor Robert	Treasurer	2029/May 2029
David Blue	Assistant Secretary	2027/May 2027
Michael Zinniker	Assistant Secretary	2027/May 2027
Bradley Birkelo	Director	2029/May 2029
AJ Beckman	District Manager/Secretary	

DATE: February 18, 2026 (Wednesday)

TIME: 5:30 P.M.

PLACE: **Zoom Meeting:**

<https://zoom.us/j/84275123154>

Meeting ID: 842 7512 3154

Participant Code: press #

Dial In: 1 (719) 359-4580

One tap mobile: +17193594580,,84275123154#

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notice.

II. PUBLIC COMMENT

A. _____

III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda.

- Approve Minutes of January 21, 2026 Regular Meeting (enclosure).
- Approve of payment of claims (to be distributed).
- Approve unaudited financial statements and cash positions (to be distributed).



- Ratify approval of Engagement Letter with Scott C. Wright to perform the 2025 Audit, in an amount not to exceed \$9,000 (enclosure).
 - Ratify approval of Agreement between the District and Public Alliance LLC for District Management Services (enclosure).
 - Ratify approval of Purchase Order No. 2026-02-03 with RESPEC Company, LLC to extend terms of the original Agreement through December 31, 2026 (enclosure).
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IV. FINANCIAL MATTERS

A. _____

V. OPERATIONS AND MAINTENANCE MATTERS

A. Operator's Report (to be distributed).

B. Engineer's Report (enclosure).

1. Discuss plan to address Wastewater Treatment Plant redesign.

a. Review and consider approval of proposal from Element Engineering for WWTP Preliminary Engineering Report, in an amount not to exceed \$30,000 (enclosure).

2. Review and consider approval of proposal from Element Engineering for Professional Engineering Services, in an amount not to exceed \$34,200 for long range capital planning (enclosure).

C. Manager's Report (enclosure).

1. Discuss wildfire mitigation and forest management (enclosure).

2. Review and consider approval of proposal from Sylvan Forestry for beetle mitigation, in the amount of \$7,875 (enclosure).

3. Review proposals for electrical repairs from Diamond Electric LLC and Magee Electric, Inc for conduit and exposed wire repair, and consider award of contract (enclosures).

4. Discuss Foothills Fire Department access the water line from Genesee.



D. Park Renovations Update

1. Discuss disposal of swing set tiles.
-

VI. HOA MATTERS

A. _____

VII. LEGAL MATTERS

A. _____

VIII. OTHER BUSINESS

A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING WILL BE HELD ON WEDNESDAY, MARCH 18, 2026.**

Items for Future Discussion:

- Pond 4 Leak Sealant
- Pond 6 Liner Damage
- Fire Evacuation Plan

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
FOREST HILLS METROPOLITAN DISTRICT
HELD JANUARY 21, 2026**

A Regular Meeting of the Board of Directors (the “District Board”) of the Forest Hills Metropolitan District (the “District”) was reconvened on Wednesday, January 21, 2026, at 5:30 p.m. by Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors Present:

Craig Weinberg
Victor Robert
Michael Zinniker
Bradley Birkelo

Following discussion, upon motion made by Director Weinberg, seconded by Director Birkelo and, upon vote, unanimously carried, the absence of Director Blue was excused.

Also Present:

AJ Beckman and Amy Hord; Public Alliance, LLC

Nickie Holder; NMHolder Financial, Inc.

Mike Menke; Direct Discharge Consulting, LLC

Nick Marcotte; Element Engineering LLC

**ADMINISTRATIVE
MATTERS**

Disclosures of Potential Conflicts of Interest: Mr. Beckman advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. The Board reviewed the agenda for the meeting, following which Directors Weinberg, Robert, Zinniker, and Birkelo confirmed that they have no conflicts of interest in connection with any of the matters listed on the agenda.

Agenda: Mr. Beckman distributed, for the Board's review and approval, a proposed agenda for the District’s Reconvened Meeting.

Following discussion, upon a motion duly made by Director Weinberg and seconded by Director Robert, and upon vote unanimously carried, the Board approved the agenda as presented.

Meeting Location and Posting of Meeting Notices: The Board entered discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Board meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made and seconded by Director Weinberg and seconded by Director Robert, upon vote, unanimously carried, the Board determined the meeting would be held by video/telephonic means, and encouraged public participation via video or telephone. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

Resolution Designating 2026 Meeting Location: The Board reviewed a Resolution Designating 2026 Meeting Location.

Following discussion, upon a motion duly made by Director Weinberg and seconded by Director Robert, and upon vote unanimously carried, the Board adopted the Resolution Designating 2026 Meeting Location.

PUBLIC COMMENT There was no public comment.

CONSENT AGENDA The Board considered the following actions:

- Approval of Minutes of December 17, 2025 Regular Meeting and December 22, 2025 Reconvened Meeting.
- Approval of payment of claims.
- Approval of unaudited financial statements and cash positions.

Following discussion, upon motion, duly made by Director Weinberg, seconded by Director Birkelo and, upon vote, unanimously carried, the Board approved the Consent Agenda.

FINANCIAL MATTERS

2025 Budget Amendment Hearing: The President opened the public hearing to consider the amendment of the 2025 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2025 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following discussion, it was determined that no amendment to the 2025 Budget was required.

RECORD OF PROCEEDINGS

Bill.com: The Board entered into discussion regarding the bill.com payment processing services.

Following discussion, upon motion, duly made by Director Weinberg, seconded by Director Robert and, upon vote, unanimously carried, the Board approved the use of bill.com for payment processing. The Board further approved Director Robert and Director Birkelo as a signor.

OPERATIONS AND MAINTENANCE MATTERS

Operator's Report: Mr. Menke presented the Operator's Report (attached hereto and incorporated herein by this reference). He discussed repairs needed at the Wastewater Treatment Plant, including replacement of the effluent pump. The Board requested that Mr. Menke include a preventative maintenance plan for Board review at the next meeting.

Following discussion, upon motion duly made by Director Weinberg, seconded by Director Robert, and upon vote, unanimously carried, the Board approved effluent pump replacement, in an amount not to exceed \$14,000.

Engineer's Report: Mr. Marcotte reviewed the Engineer's Report with the Board (attached hereto and incorporated herein by this reference). Mr. Marcotte provided an update regarding the water system PFAS removal design. He discussed design options, and explained that adding treatment for total dissolved solids in addition to PFAS would generate a waste stream which would then require a means of treatment and disposal, which would drastically increase and potentially double the cost of design. Director Birkelo and Director Robert will remain involved and stay apprised of the design process.

Wastewater Treatment Plant Redesign: Mr. Marcotte discussed with the Board the need to create a Preliminary Engineering Report to address the condition of the Wastewater Treatment Plant. He will include a proposal at the next board meeting.

Manager's Report: Mr. Beckman reviewed his report with the Board (attached hereto and incorporated herein by this reference).

Wildfire Mitigation and Forest Management: The Board reviewed correspondence with the Genessee Foundation outlining their approach to prevention and mitigation of Pine Beetle infestation. The Board discussed disseminating educational materials encouraging the implementation of preventive measures by property owners. The Board requested that Public Alliance obtain pricing for such services from a licensed forester for Board review at the next meeting.

RECORD OF PROCEEDINGS

Proposal from AlpineHomeScapes LLC for the Concrete to be Colored at the Riva Chase Park Phase 2 Project: The Board reviewed a proposal from AlpineHomeScapes LLC to install colored concrete at the Riva Chase Park Phase 2 project.

Following discussion, upon motion, duly made by Director Birkelo, seconded by Director Zinniker and, upon vote, unanimously carried, the Board approved the proposal from AlpineHomeScapes LLC for the concrete to be colored at the Riva Chase Park Phase 2 project.

**HOMEOWNERS
ASSOCIATION
("HOA") MATTERS**

There were no HOA matters.

LEGAL MATTERS

There were no legal matters.

OTHER BUSINESS

2025 Audit: Mr. Beckman reviewed with the Board a proposal from Scott C. Wright to perform the 2025 Audit.

Following discussion, upon motion duly made by Director Birkelo, seconded by Director Robert and, upon vote, unanimously carried, the Board approved the Engagement Letter with Scott C. Wright to perform the 2025 Audit, in an amount not to exceed \$9,000.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made, seconded and, upon vote, unanimously carried, the meeting was adjourned at 7:26 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

SCOTT C. WRIGHT
CERTIFIED PUBLIC ACCOUNTANT

9591 Mint Lane
Salida, CO 81201
(970) 471-9091

scottwright.cpa@icloud.com

January 4, 2026

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

I am pleased to confirm my understanding of the services I am to provide the Forest Hills Metropolitan District for the year ended December 31, 2025.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Forest Hills Metropolitan District as of and for the year ended December 31, 2025.

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement Forest Hills Metropolitan District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), 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 my engagement, I will apply certain limited procedures to Forest Hills Metropolitan District's RSI 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 my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules for the General Fund and Major Special Revenue Funds

Board of Directors
Forest Hills Metropolitan District
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I have also been engaged to report on supplementary information other than RSI that accompanies Forest Hills Metropolitan District's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the basic 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 I will provide an opinion on it in relation to the financial statements as a whole or in a report combined with my auditor's report on the financial statements.

- 1) Combining and individual fund statements
- 2) Schedules for the General Fund and major supplementary information
- 3) Budgetary comparison schedules for all nonmajor funds
- 4) Budgetary comparison schedules for all enterprise funds

The objectives of my audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes my opinions 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

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

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I 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. I 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 I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by me,

Board of Directors
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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 or on major programs. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

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

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

Audit Procedures—Internal Control

I 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 my 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, I will express no such opinion. However, during the audit, I 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, I will perform tests of Forest Hills Metropolitan Districts compliance with provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and I will not express such an opinion.

Board of Directors
Forest Hills Metropolitan District
January 4, 2026

Other Services

I will also prepare the financial statements of Forest Hills Metropolitan District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. I will perform these services in accordance with applicable professional standards. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements

My 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 the oversight of those charged with governance.

Management is responsible for making all financial records, and related information available to me 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 me 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 I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I 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 me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me 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 me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees,

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grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me 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 me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

I will prepare any cash, accounts receivable, or other confirmations necessary and I will submit them to you for signature and mailing. I understand that your employees will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of Scott C. Wright, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation will be made available upon request and in a timely manner. The audit documentation for this engagement will be retained for a minimum of five years after the report release date.

My fee for these services will be \$9,000. My invoices for this fee will be rendered each month as work progresses and are payable on presentation. 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, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of Forest Hills Metropolitan District's financial statements. My report will be addressed to Board of Directors, Forest Hills Metropolitan District. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or withdraw from this engagement.

Board of Directors
Forest Hills Metropolitan District
January 4, 2026

I appreciate the opportunity to be of service to Forest Hills Metropolitan District and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the attached copy, and return it to me.

Sincerely,

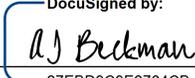
Scott Wright

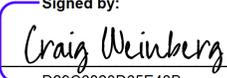
Scott C. Wright, CPA

Board of Directors
Forest Hills Metropolitan District
January 4, 2026

RESPONSE;

This letter correctly sets forth the understanding of Forest Hills Metropolitan District.

Management Signature:  _____
Title: District Manager _____
Date: 1/23/2026 _____

Governance Signature:  _____
Title: Board Chair _____
Date: 1/23/2026 _____



AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

Agreement Reference Number: 2026.01.01

THIS SERVICES AGREEMENT FOR district management services (“Agreement”) is made and entered into as of January 1, 2026 by and between Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), whose mailing address is 14405 West Colfax Avenue, #165 Lakewood, Colorado 80401, and Public Alliance LLC (the “Contractor”), whose mailing address is 7555 East Hampden Avenue, Suite 501, Denver, CO 80231. The District and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

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

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

2. **Term.** The term of this Agreement shall commence on January 1, 2026 and expire on December 31, 2026. The Parties may mutually agree to extend the term of this Agreement in writing.

3. **Early Termination.**

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

(b) Notwithstanding the time periods contained herein, the Contractor may

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

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

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

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

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

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

(b) Any part of such payment is attributable to services that are not performed

in accordance with the terms of this Agreement and its associated exhibit(s). The District will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

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

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

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

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

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

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

12. Duty to Warn. The Contractor agrees to call to the District’s attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not

independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Contractor advises the District in writing that such data may be unsuitable, improper, or inaccurate, and the District nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

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

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

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

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

(iv) Errors and Omissions (Professional Liability) Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. Such insurance shall cover claims arising out of any negligent act, error, or omission in the performance of professional services under this Agreement and shall extend coverage to the District for Contingent Bodily Injury and Property Damage; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

DISTRICT:

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

Signed by:
Craig Weinberg
D29C8820D65E43B...
By: _____
Name: Craig Weinberg
Title: Chairperson
Date: 2/13/2026

CONTRACTOR:

Public Alliance LLC

DocuSigned by:
AJ Beckman
27EBD9C9E2764CB...
By: _____
Name: AJ Beckman
Title: Division President
Date: 2/13/2026



EXHIBIT A

SCOPE OF SERVICES

1. Position

- a. District Management Services entail fulfilling a District Manager position with the Forest Hills Metropolitan District (the “District”). This is a contracted position, requiring management skills to oversee special district operations, maintenance repairs and improvements.
- b. The District Manager will report to the District Board (the “Board”), advise the Board on decisions, carry out requests made by the Board, and may make decisions on behalf of the District, in accordance with the District and Board policies, decisions, guidance, and procedures.
- c. The District Manager will have overall responsibility to manage all aspects of the District’s affairs on behalf of, and as directed by, the Board.

Including:

2. Management

- a. Ensuring reports, budgets, and other documents are prepared and filed, in accordance with the requirements of Jefferson County, Colorado Department of Local Affairs, the Colorado Department of Public Health and Environment, the Colorado Department of Natural Resources, the Colorado Division of Water Resources, the US Environmental Protection Agency and Occupational Safety and Health Administration, or other governmental authorities.
- b. As directed by the Board, consulting with the District’s attorney, regarding liability concerns and legal matters. When necessary and urgent, consulting with the District’s legal counsel without Board approval, when necessary and urgent.
- c. Coordinating with the District’s attorney, when required, and conducting of District elections.
- d. Managing in accordance with the guidance of the Board on any issues or problems that may arise or initiatives that the Board may wish to pursue.
- e. Coordinating with and managing other District staff, contractors and subcontractors of the District. These include operations and maintenance, engineering, construction, water rights, administration, legal, billing, accounting, and other support contractors or individuals, hired or contracted by the District. The District Manager shall require

contractors/subcontractors to perform their duties/functions in accordance with applicable County, State and Federal environmental and health and safety regulations, in order to protect their employees, residents, other contractors and District staff.

- f. Identifying, soliciting, and reviewing proposals for contractors and subcontractors, as required, to complete work for and within the District, and make a recommendation for award to the Board. The District Manager will handle the contracting process and subsequently monitor vendor performance to contracts. The District Manager shall terminate contractors and subcontractors that are not capable of meeting, or refuse to comply with, all contract requirements.
- g. Ensuring the District's files and records are properly managed and are readily available to Board members.
- h. In consultation with the District's Accountant, District Treasurer and Board, reviewing and providing oversight on District finances and budgets.
- i. Developing and maintaining institutional knowledge of the District's facilities, including proactive and up-to-date capital improvements, maintenance and repair plans for the General Fund and the Water & Sewer Fund. The District Manager will include updates on plan progress in the monthly Manager's report or elsewhere, as approved by the Board, and will review such progress during monthly Board meetings.
- j. Overseeing the District's operator in charge of water production and ensuring they maintain adequate and safe water supplies for the District's residents. This oversight will include protecting water rights, balancing the long-term production and consumption of the District's water resources and, as necessary, the design and implementation of appropriate water conservation policies and measures.
- k. Overseeing the District's operator in charge of wastewater treatment operations and strive to ensure they operate the treatment facility in a manner compliant with applicable County, State and Federal environmental and health and safety regulations.
- l. Striving to manage the cost-effective maintenance, reliability, predictability, regulatory compliance, and improvement of the District's infrastructure.
- m. Specifically reviewing invoices and other District bills and making recommendations to the Board, regarding payment.
- n. As necessary and appropriate, attending meetings of the Bear Creek Watershed Association, on behalf of the District, or may contract out this responsibility to the Water Rights Engineer or District Engineer with the Board's direct approval.

3. Administration

- a. Addressing emergency and urgent issues either by phone, email, or in person immediately upon notification, to the extent practical. The District Manager will notify the Board in advance of any periods that he/she may be unavailable for extended periods of time. In such situations, appropriate steps to provide alternative coverage of

critical functions shall be taken with any updated contact information communicated to the Board.

- b. Checking the District mailbox at least once per week, reviewing and processing mail, as appropriate.
- c. Monitoring the District's telephone service (303.495.2330) and administrative email address (admin@fhmd.net) on a daily basis.
- d. Responding to or forwarding resident inquiries within 48 hours of receipt, excluding weekends. Resident inquiries will be routed through the District's telephone service and/or email address.
- e. Attending the regular monthly District Board meetings, as well as any special District Board meetings, up to 12 total meetings annually. Attendance and preparation of meetings in excess of the 12 total annual meetings provided for under the base contract will be performed at the Additional Services hourly rates set forth in **Exhibit C**.
- f. Preparing of all meeting agendas and coordinating details with the Board Chairperson to ensure all open action items are included.
- g. Providing a monthly Manager's Report in advance of the regular Board meeting, including a brief status of all regular activities, as well as those items of special or urgent concern. The report shall provide a status on all open items from previous Board meetings, unless they are planned to be addressed elsewhere in the Board meeting agenda items.
- h. Preparing a board packet prior to the regular board meeting.
 - Reports from District contractors/subcontractors, prior to their inclusion in the District Board Packet, shall be reviewed to ensure completeness.
 - The board packet shall include the agenda, Manager's report, reports from District contractors, invoices, contracts, and other documents requiring review and approval by the District Board. There will be two board packets, one for board members only and one that excludes owner information for public review.
 - The Board member board packet shall be provided in a .pdf format and emailed to the board members at least 5 days in advance of the meeting (currently the Friday before the Wednesday meeting).
 - The public board packet shall be uploaded to the District's website at least 3 days in advance of the board meeting and an eblast reminder sent to the community reminding them of the meeting.
 - Notifying the District Board that the board packet has been uploaded and available for their download and review with the email message containing the Zoom link for the meeting.

- i. With all Board meetings, taking notes and preparing meeting minutes. All meeting minutes shall be provided to the Board for review 3 days after the board/special meeting.
- j. Receiving invoices from contractors and vendors and provide for review and approval.
- k. Organizing and maintaining of District files, including coordinating cloud storage and backup of all District files.
- l. Assisting in retrieving District files as requested by the Board members or through Freedom of Information Act requests.
- m. Provide files and general support of the annual audit, as necessary.
- n. Review and update the District's website on a weekly basis.
- o. Providing contact information to District residents and District's contractors/subcontractors, as appropriate.
- p. Making biweekly visits to the District's facilities to review current conditions of grounds, buildings, and systems, and identify, for inclusion in the appropriate plan, issues that need to be corrected or repaired, or that may require improvement.
- q. Addressing technical and other inquiries, concerns and issues from residents, contractors/subcontractors, Board members, and regulators.



EXHIBIT B

Compensation

1. The District will pay the Contractor rates described in Exhibit C for work described in Exhibit A (and additional as needed) based on the specific representative's role performing the associated task(s).
 - i. The Contractor shall document worked hours and charges to the District at the end of each month, including each associated representative's role and submit an invoice prior to the 8th day of the following month.
 - ii. All payments shall be made in US Dollars. The District agrees to make payment by check or electronic funds transfer (ETF), as soon as practical after the next regular Board meeting, provided the stated work is completed satisfactorily, the invoices received as specified above and the Board approves payment. Checks will be sent by mail to the Contractor address provided; and ETFs will be affected to the Contractor account number provided.
2. If the District extends the period of this Agreement, the Contractor may request an adjustment to compensation, subject to Board review and approval in its sole discretion. Any change to compensation shall be documented in writing as an amendment to this Agreement and signed by both Parties.
3. Purchase orders may be issued in the future for work not already described in Exhibit A.



EXHIBIT C

Rate and Fee Schedule

Monthly Flat Rate

Flat rate billed monthly – with work detail on invoice \$5,000 per month

The monthly flat rate fee shall be subject to quarterly review. If the actual workload consistently falls below the flat rate, the fee shall be adjusted downward. If the required work consistently exceeds the scope contemplated by the flat rate, the Parties shall collaborate to either refine the scope of services or mutually agree upon an increased flat fee.

Expenses	
Travel	Travel is billed at the individual’s hourly rate. Mileage at prevailing IRS rate may apply.
Expenses	Expenses are passed through without markup.
Supplies & Postage	B&W copies \$0.20/page, color copies \$0.50/page, postage, and other supplies at cost.
Website Creation & Hosting (optional)	Custom website (WordPress) creation \$1,000-\$1,500 with hosting, maintenance, domain registration, and website contact forms: \$600/annually.

Additional services, if approved, shall be done in accordance with the fee schedule below:

Professional Rates for Additional Services

District Manager	\$170 per hour
Assistant District Manager	\$150 per hour
Administrative / Website	\$140 per hour
Site Visits, Covenant Enforcement	\$ 90 per hour



Purchase Order for Professional Services

Purchase Order Date: February 3, 2026
District Contracting Party: Craig Weinberg, Chairperson
Contractor Name: RESPEC Company, LLC
Contract Number: 2020.01.01 I
Purchase Order Number: PO-2026-02-03

Terms: This purchase order (“PO”) is issued by Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”) to RESPEC Company, LLC (“Contractor”) collectively referred to as “Parties”. By signing below, the Parties hereby agree to extend the terms of the original Agreement between the Parties, dated January 1, 2020, with the Agreement Reference Number shown above, through December 31, 2026.

Description of Work to Be Performed: The scope of work shall be specified by subsequent purchase orders approved by both Parties.

Compensation for Work to Be Performed: Contractor will be compensated for work performed in accordance with subsequent purchase orders approved by both Parties.

Other Terms and Conditions: None.

Signatures:

FOREST HILLS METROPOLITAN DISTRICT

Signed by:
By: Craig Weinberg 2/13/2026
D29C6820D63E43B...
Craig Weinberg, Chairperson Date

RESPEC COMPANY, LLC

Signed by:
By: Alan Leak 2/11/2026
1B34F35E3C5748F...
Signature Date

Alan Leak Principal
Printed name, title



ENGINEER'S PROGRESS REPORT

TO: Forest Hills Metropolitan District
FROM: Element Engineering
DATE: February 21, 2026
SUBJECT: Progress Report on Current Projects – **New Items Bold**

GENERAL ENGINEERING

Element was requested to provide a review of the watershed TMDL document. The TMDL includes a target load of 182 lbs/yr for internal loading. This target is based on reducing the sediment phosphorus release rate by 95% which would result in a 90% reduction of the internal phosphorus load. FHMD accounts for 6.5% of current total TP loading. The document requires FHMD to reduce annual TP by 90% and sets a TP effluent limit of 0.1 mg/L TP.

Element has provided a proposal to evaluate the existing WWTP to determine its capacity to treat to the proposed limits. Also, we have provided the district a proposal for an asset management study for budgetary purposes. If the district would like to move forward with these items a board motion will be required. We are happy to answer any questions the board may have on the proposals.

PFAS TREATMENT PLANNING AND GRANT APPLICATION

FHMD and Element Engineering have completed a Project Needs Assessment (PNA) and 30% Design Plans for the proposed project. The PNA still needs to be submitted to CEOS, but technical difficulties and scheduling conflicts have caused delays. Element will assist FHMD to ensure the PNA is submitted by the end of February 2026.

The 30% Design plans include drawings for preliminary hydraulic profiling, process flow diagram, existing conditions, proposed site layout, and proposed treatment building.



Ongoing and Upcoming Work

As previously mentioned, Rapid Small Scale Column Testing (RSCCT) is currently being coordinated and scheduled for three treatment medias consisting of ion exchange resin, clay-based adsorbent (FluoroSorb), and granular activated carbon (GAC). The RSCCT will be completed at the Colorado School of Mines, and the results will identify the most effective media for the FHMD's groundwater sources; generate breakthrough curves; support design approval through CDPHE; develop life cycle operation and maintenance costs and confirm the final media selection for 60% design. The RSCCT is expected to be ongoing for several months, wrapping up in Spring – Summer 2026.

The raw water quality of all the supply wells at FHMD have elevated hardness, on average 633 mg/L as CaCO₃. This raises concerns of calcium carbonate precipitation in process piping, the distribution system, and customer's premise plumbing as well as fouling of ion exchange media to the point of reduced media lifespan before PFAS exhaustion is reached. Therefore, FHMD plans to include a pretreatment softening system, likely by conventional ion exchange softener with brine regeneration, due to limited space and size of the system. Design considerations must include space available for salt storage, regular salt delivery and handling, brine waste management, and implications on PFAS treatment performance.

The existing treatment plant property will likely need to be expanded via land acquisition or easement agreements. This situation is being handled by FHMD staff and is ongoing.

Project Schedule

The following project schedule outlines the upcoming milestones that will need to be completed but are subject to change:

- **Topographic Survey: Complete (2025)**
- **30% Design: Complete (2025)**
- **Project Needs Submittal: Complete (Pending Submittal)**
- **Media/Vendor Coordination: In Progress**
- **RSSCT Planning: February – March 2026**
- **RSCCT Testing at Mines: Spring – Summer 2026**
- **Final Media Selection: Summer 2026**
- **60% Design Plans, Basis of Design Report: Late Summer - Fall 2026**
- **CDPHE Design Review: Winter 2026**
- **Plans for Bidding / 90% Design: Early 2027**
- **Construction: Mid – Late 2027**



January 22, 2026

Mr. AJ Beckman
District Manager
Forest Hills Metropolitan District
7555 E. Hampden Ave, Suite 501
Denver, CO 80231

RE: Proposal for Professional Engineering Services
Wastewater Treatment Plant (WWTP) Preliminary Engineering Report (PER)

Dear Mr. Beckman,

Element Engineering a Bowman Company (Element) is pleased to provide a proposal to compile a Wastewater Treatment Plant Preliminary Engineering Report for the Forest Hills Metropolitan District (FHMD). This letter details our proposed scope of services, deliverables, schedule, and fees.

This proposal is intended to be an exhibit to the district's standard owner-engineer agreement.

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

Element Engineering understands that the FHMD would like to review their existing WWTP with respect to its existing condition, its ongoing service longevity, ability to meet current and future discharge limits, and evaluate potential improvements necessary either through rehabilitation or replacement.

The proposed PER will complete a comprehensive analysis of the district's service area, wastewater flowrates, wastewater constituents, existing discharge limits, and future discharge limits. The report will also review the existing facility's condition, its operation and maintenance costs and challenges, and its long-term viability.

The PER will consider alternatives for improvement such as rehabilitation of the existing facility including replacement of components, or complete replacement of the existing facility depending on site specific requirements such as location, size, flowrates, existing and future effluent limits, and overall project cost.

A PER is also used, in part, to apply for USDA funding and other funding opportunities. The PER includes a detailed analysis of existing conditions, the need for the project, alternatives for the project, and detailed construction and non-construction project costs. The PER also includes a brief rate study, showing the impact to user rates based on various theoretical funding scenarios.



All district feedback will be incorporated into a final document ready for final approval. Element will answer any questions or provide any additional information necessary for approval of the report. A checklist for the compilation of the PER is attached to this proposal.

SCOPE OF SERVICES

The following Scope of Services is proposed:

- Compile a draft preliminary engineering report for district review.
- Present the PER to the district with all alternatives and costs prior to finalizing a recommendation.
- Review the PER with the district to collaboratively determine a recommended project based on desired treatment outcomes, overall construction cost, and cost of long-term operation and maintenance.
- Compile a final PER for board review and approval.

FEES

The proposed lump sum fee for the above-mentioned scope of services shall not exceed **\$30,000**.

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Design and permitting services.
- Any other item not listed in the Scope of Services.
- Environmental report or funding application services.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Element will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

Please indicate your acceptance of this proposal by executing below and returning a PDF copy to this office. We appreciate the opportunity to provide this proposal. If you have any questions,



please contact me by phone at 303.378.2969 or by email at nmarcotte@elementengineering.net.

Sincerely,

ELEMENT ENGINEERING

Nicholaus P. Marcotte, P.E.
Director of Water and Wastewater



**ELEMENT ENGINEERING A BOWMAN COMPANY
RATE SCHEDULE FOR PROFESSIONAL ENGINEERING SERVICES**

<u>LABOR CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal	\$195.00
Project Manager	\$180.00
Project Engineer	\$170.00
Design Engineer (CADD)	\$150.00
Construction Manager	\$170.00
Construction Observer	\$120.00
Office Assistant	\$65.00
 <u>DIRECT EXPENSES</u>	
Prints/Copies	At Cost
Mileage	Prevailing Fed Rate
Travel Time	At Cost
Sub-Consultants	At Cost

United States Department of Agriculture - Rural Development

Project: _____ **Engineer:** _____
Date: _____ **Reviewer:** _____

USDA RUS Bulletin 1780-2 (revised 04/04/13) Checklist - Preliminary Engineer Reports "PER" for the Water and Waste Disposal Program shall be formatted as follows:

Item	Description	Yes	No
1)	PROJECT PLANNING:		
a.	Location		
b.	Environmental Resources Present		
c.	Population Trends		
d.	Community Engagement		
2)	EXISTING FACILITIES:		
a.	Location map		
b.	History		
c.	Condition of Existing Facilities		
d.	Financial Status of any Existing Facilities		
e.	Water/Energy/Waste Audits		
3)	NEED FOR PROJECT:		
a.	Health, Sanitation and Security		
b.	Aging Infrastructure		
c.	Reasonable Growth		
4)	ALTERNATIVES CONSIDERED:		
a.	Description		
b.	Design Criteria		
c.	Map		
d.	Environmental Impacts		
e.	Land Requirements		
f.	Potential Construction Problems		
g.	Sustainability Considerations		
i)	Water and Energy Efficiency		
ii)	Green Infrastructure		
iii)	Other		
h.	Cost Estimates		
5)	SELECTION OF AN ALTERNATIVE:		
a.	Life Cycle Cost Analysis		
b.	Non-Monetary Factors		
6)	PROPOSED PROJECT (RECOMMENDED ALTERNATIVE):		
a.	Preliminary Project Design		
b.	Project Schedule		
c.	Permit Requirements		
d.	Sustainability Considerations		
i)	Water and Energy Efficiency		
ii)	Green Infrastructure		
iii)	Other		
e.	Total Project Cost Estimate (Engineer's Opinion of Probable Cost)		
f.	Annual Operating Budget		
i)	Income		
ii)	Annual O&M Costs		
iii)	Debt Repayments		
iv)	Reserves		
7)	CONCLUSIONS AND RECOMMENDATIONS		

NOTE: All Preliminary Engineering Reports "PER" shall be Bound, Sealed and Signed by a Registered Professional Engineer in accordance with the State of Illinois.



October 21, 2025

Mr. AJ Beckman
District Manager
Forest Hills Metropolitan District
7555 E. Hampden Ave, Suite 501
Denver, CO 80231

RE: Proposal for Professional Engineering Services
Long Range and Capital Fund Forecast

Dear Mr. Beckman,

Element Engineering a Bowman Company (Element) is pleased to provide a proposal to compile a Long Range and Capital Funds Forecast for the Forest Hills Metropolitan District (FHMD). This letter details our proposed scope of services, deliverables, schedule, and fees.

This proposal is intended to be an exhibit to the district's standard owner-engineer agreement.

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

Element understands that the FHMD wishes to complete a long-range forecast for capital asset replacement. This will assist the district in planning for the replacement of assets throughout the district, including parks, drainage, water, sewer, and other assets. In order to complete this, Element staff will tour all district owned assets and record make, model number, date installed, and current condition. We will then document the expected lifespan of each asset and determine its date of necessary replacement (or documents if it is past the date of necessary replacement).

This will allow the district to plan funds each year to save for capital replacement as assets wear and age. An example capital fund and asset replacement forecast is attached to this proposal.

SCOPE OF SERVICES

The following Scope of Services is proposed:

- Tour all district assets and record make, model number, and date of installation (if known).
- Approximate the end of useful life for all assets.
- Document if existing equipment is past its useful life.
- Estimate equipment replacement value.
- Estimate the amount that the district should be saving each year to cover expected replacement costs. This shall include a user selectable inflation factor.



- Summarize the asset replacement plan in a technical memorandum and provide the Excel Spreadsheet to the district for eventual update and budgeting purposes.
- Meet with the district and its staff to review recommendations and findings.

FEES

The proposed hourly not to exceed fee for the above referenced Scope of Services is **\$34,200**.

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Survey or design services,
- Legal, funding, or grant writing,
- Any other item not listed in the Scope of Services

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Element will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

Please indicate your acceptance of this proposal by executing below and returning a PDF copy to this office. We appreciate the opportunity to provide this proposal. If you have any questions, please contact me by phone at 303.378.2969 or by email at nmarcotte@elementengineering.net.

Sincerely,

ELEMENT ENGINEERING

Nicholaus P. Marcotte, P.E.
Director of Water and Wastewater



RATE SCHEDULE FOR PROFESSIONAL ENGINEERING SERVICES

<u>LABOR CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal	\$180.00
Project Manager	\$170.00
Project Engineer	\$160.00
Design Engineer (CADD)	\$150.00
Construction Manager	\$170.00
Construction Observer	\$120.00
Office Assistant	\$65.00
 <u>DIRECT EXPENSES</u>	
Prints/Copies	At Cost
Mileage	Prevailing Fed Rate
Travel Time	At Cost
Sub-Consultants	At Cost

MEMORANDUM

To: [REDACTED]
FROM: Element Engineering
DATE: [REDACTED]
SUBJECT: Long Range & Capital Fund Forecast

Element Engineering was retained by the [REDACTED] [REDACTED] [REDACTED] to conduct a Long Range and Capital Fund Forecast study. The results of this study are intended to provide the district with the following information:

1. Approximate end of useful life year for all equipment
2. Existing equipment that is already beyond its expected useful life
3. Estimated equipment replacement costs
4. Estimated amount that the district should be saving each year to cover expected replacement items

Element conducted a site visit in August 2020 to document all existing equipment owned by the district. This includes the [REDACTED], the Main Lift Station, the Wastewater Treatment Plant (headworks, aeration basin, blowers, pumps, bio-solids holding, and emergency storage pond), the Office & Lab Building, and general equipment. All documented equipment, including details of make, model, size, and serial numbers as available, are included on the attached spreadsheet.

Equipment install dates are included based on the best available information. Install dates were obtained either from documentation on the equipment, from the 2006 & 2011 Long Range & Capital Fund Forecast, or from staff knowledge.

Life cycle estimates are included based on manufacturer estimates and general engineering and maintenance practices. Using these estimates and the year of installation, the estimated next year of necessary replacement is listed for each piece of equipment. For equipment where the estimated life cycle exceeds the years of use, the next replacement year is listed as "Overdue". These items should be considered for near-term replacement.

All estimated replacement costs are listed in 2021 dollars. Estimated labor and contingency cost are applied to each item. The total estimated present value of replacement is then divided by the item's estimated life cycle years to obtain a yearly cost. This cost reflects the annual amount of capital funds that should be saved to plan for replacement of the item in 2021 dollars.

To account for the increase in equipment and labor costs over time, an annual inflation factor of 3% is applied to each year.



An annual total is presented that sums the estimated annual capital funds savings needed for all equipment in the district. This is the amount of money that the district should be budgeting towards a capital improvement fund each year.

This study does not consider the district's existing capital improvement fund. This exercise only reflects the estimated annual amount that the district should budget for ongoing replacement of existing district equipment. The total annual amounts presented are averages, and actual yearly expenses will fluctuate, with some years resulting in much higher expenses, and some lower.

Item	No. of Item	Make	Model	Size	Serial No.	Install Date	Life Cycle (Years)	Remaining (Years)	Estimated Next Replacement Year	Present Value of Replacement (Single Item)	Labor	Contingency	Present Value of Replacement (Total)	Yearly Cost (Percent Value)	Annual Inflation	
															2021	2022
Influent Lift Station																
Pump	3	German Rupp	TK63-B/P	30 HP	114322 114323 114324	1998	40	18	2038	\$ 15,000	\$ 7,500	\$ 3,000	\$ 15,500	\$ 1,389	3%	50%
Pump Motor	3	Toshiba EEP II	8034V4F15UR	30 HP		1998	40	18	2038	\$ 5,000	\$ 2,500	\$ 1,000	\$ 5,500	\$ 463		
Wearable Parts Replacement	1	Generator	123.5 kW	74M0402		2001	24	17	2018	\$ 2,000	\$ 1,000	\$ 400	\$ 2,400	\$ 200		
Chain Hoist	1	Delta	LM6A BS 11	1.5 Ton		1998	40	18	2038	\$ 300	\$ 150	\$ 50	\$ 350	\$ 29		
Trolley	1	JRT Equipment and Tools	ZMET			1998	40	18	2038	\$ 200	\$ 100	\$ 30	\$ 230	\$ 19		
Flow Meter	1	Siemens	Sitrans			2018	20	18	2038	\$ 1,500	\$ 750	\$ 300	\$ 1,800	\$ 150		
Variable Frequency Drive	1	Soclelec Electric	Altivar 312			2020	15	15	2035	\$ 3,000	\$ 1,500	\$ 600	\$ 3,600	\$ 300		
Motor Control Center	1	Cutler Hammer	Freedom 2100			2001	30	11	2031	\$ 6,000	\$ 3,000	\$ 1,200	\$ 7,200	\$ 600		
Transfer Switch	1	Jemtek				1998	25	3	2023	\$ 9,500	\$ 4,750	\$ 1,900	\$ 11,400	\$ 950		
Control Panel	1	Messing				2002	30	10	2032	\$ 500	\$ 250	\$ 100	\$ 600	\$ 50		
Air Compressor	2	Gard				2016	10	10	2026	\$ 500	\$ 250	\$ 100	\$ 600	\$ 50		
Compressor	1	Colman	Magna Force	4.5 HP		2000	20	10	2010	\$ 600	\$ 300	\$ 120	\$ 720	\$ 60		
Misc. Tools and Equipment	1					2000	20	10	2010	\$ 1,000	\$ 500	\$ 200	\$ 1,200	\$ 100		
Effluent Lift Station																
Pump & Motor	2	German Rupp	TK63C6 / WW	20 HP, 3" x3"		2020	4	40	2060	\$ 10,000	\$ 5,000	\$ 2,000	\$ 12,000	\$ 671		
Wearable Parts Replacement	2	Generator	123.5 kW	74M0402		2020	4	40	2060	\$ 2,000	\$ 1,000	\$ 400	\$ 2,400	\$ 130		
Control Panel	1	German Rupp	Intergrum Standard			2020	10	10	2030	\$ 1,000	\$ 500	\$ 200	\$ 1,200	\$ 60		
Generator	1	Generac				1993	25	12	2018	\$ 12,500	\$ 6,250	\$ 2,500	\$ 15,250	\$ 830		
Headworks																
Lighting	1	Dayton	ZV63	5 kW		2006	30	16	2036	\$ 5,000	\$ 2,500	\$ 1,000	\$ 6,500	\$ 281		
Unit Heater	1	Dayton	ZV63	5 kW		2019	15	14	2034	\$ 600	\$ 300	\$ 120	\$ 720	\$ 61		
Ultraviolet Radiometer	1	Hydromet	Hydromet 100			2009	20	20	2029	\$ 2,000	\$ 1,000	\$ 400	\$ 2,400	\$ 200		
Bar Screen	1	Nuber Technology	S-2024R050-1			2012	20	12	2022	\$ 140,000	\$ 70,000	\$ 28,000	\$ 168,000	\$ 11,900		
Wash Press	1	Nuber Technology				2001	25	6	2026	\$ 35,000	\$ 17,500	\$ 7,000	\$ 42,500	\$ 2,800		
Mixer	1	Muller-Mann				1994	25	11	2024	\$ 1,500	\$ 750	\$ 300	\$ 2,250	\$ 180		
Aeration Basin																
Aeration System	1	Parkson	Biolac	30 Chins		2002	20	2	2022	\$ 75,000	\$ 37,500	\$ 15,000	\$ 92,500	\$ 6,771		
Butterfly Air Valve Actuators	10	Flowserve	Limbork			2002	25	7	2027	\$ 3,000	\$ 1,500	\$ 600	\$ 3,600	\$ 284		
Scum Pit Valve (Actuator)	10	Raychem & AUMA				2002	25	7	2027	\$ 2,500	\$ 1,250	\$ 500	\$ 3,250	\$ 252		
Scum Pit Valve (Actuator)	10	Raychem & AUMA				2002	25	7	2027	\$ 2,500	\$ 1,250	\$ 500	\$ 3,250	\$ 252		
Disolved Oxygen Probe	1	ATI	Q46			2015	5	0	2015	\$ 1,500	\$ 750	\$ 300	\$ 2,250	\$ 170		
Boat Ramp	1	Muller-Mann				2006	30	8	2036	\$ 2,500	\$ 1,250	\$ 500	\$ 3,250	\$ 252		
Clarifier																
Clarifier Mechanism	1					2002	20	2	2022	\$ 55,000	\$ 27,500	\$ 11,000	\$ 66,500	\$ 4,963		
Skimmer Wipers	1					2002	20	2	2022	\$ 2,000	\$ 1,000	\$ 400	\$ 2,400	\$ 183		
Chemical Feed	1	Walker Process Equipment	P2045A	0.5 HP		2002	20	2	2022	\$ 2,000	\$ 1,000	\$ 400	\$ 2,400	\$ 183		
Scum Pit Flights	1	Therm. Inc.	5126			2002	15	3	2024	\$ 18,000	\$ 9,000	\$ 3,600	\$ 21,600	\$ 1,605		
Scum Pit Valve (Actuator)	1	Therm. Inc.	5126			2002	15	3	2024	\$ 1,500	\$ 750	\$ 300	\$ 1,800	\$ 136		
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DISTRICT MANAGER'S REPORT

To: Board of Directors, Forest Hills Metropolitan District

From: AJ Beckman, District Manager

Date: February 12, 2026

GENERAL MATTERS

Agreements:

- **Alpine Homescapes** - The Purchase Order for Phase II of Park Improvements with Alpine Homescapes in the amount of \$133,683.38 was approved at the December 22nd Board meeting. Alpine has requested that payments be made every two-weeks. That schedule has been accommodated.
- **Public Alliance** - The updated service agreement with Public Alliance has been reviewed and approved by the District's Attorney. The 2026 agreement is included in the meeting packet.
- **Bill.com** – The billing platform has been set up.
- **Scott C. Wright** – The Auditor Engagement Letter is included in the packed in the amount of \$9,000.

Website: The new website is now live. The existing director emails are working.

GIS: The jamGIS system is active. Direct Discharge, Element, and Public Alliance have access.

Community Correspondence: Nothing since the last Board meeting.

HOA MATTERS

None

WATER SYSTEM AND PONDS

Wells: No update

Treatment Facility: No update

Distribution System: No update

Ponds: All aerators were confirmed to be working on February 13th.

WASTEWATER

Treatment Facility: No update

Collection System: 2026 sewer line cleaning and video inspection by DRC Construction Services is complete. Their invoice in the amount of \$17,235.26 is included in the meeting packet.

ROADS

No update

FACILITIES AND OPEN SPACE

Guard Shack: New blinds have been ordered. Ms. Hord will coordinate with Colorado Greenscapes to install once they're available for pickup.

Monument Sign Electric Work: Two proposals are included in the meeting packet; one from Magee Electric in the amount of \$12,525 to re-run the wire underground. The other proposal from Blue Diamond Electric runs new wire in the existing above-ground conduit in the amount of \$2,918.40. Ms. Hord is pursuing an additional proposal from Magee Electric to match the scope provided by Blue Diamond.

Community Park: Work is underway on Phase II. The community has been notified to stay clear of active construction areas and heavy equipment. We received the new signposts, and we are working with Colorado Greenscapes to get them installed. The signs and poles have arrived. They are ready for installation.

Forest Management: Proposals from Sylvan Forestry are included in the meeting packet to:

1. Conduct review and assessment of private property and suggest next steps to private property owners.
2. Survey the District's property for infested trees, and make recommendations for treatment as well as inventory trees for wildfire Assessment and provide a treatment "prescription". This would be different that the requirements of the US Forest Service and the Board could collaborate on the scope of removal.



WILDFIRE/MOUNTAIN PINE BEETLE MITIGATION ASSESSMENT PROGRAM



On-Site Consultations



Wildfire Hazard Assesment

- Defensible space zones (0–5 ft / 5–30 ft / 30–100 ft as applicable)
- Fuel continuity and ladder fuels
- Access and egress considerations

MPB Risk Assesment

- Host species presence
- Stand density and age class
- Indicators of current or imminent attack
- Preventative Recommendations

Customized Recommendations

- Priority actions (low / medium / high effort)
- Vegetation management guidance
- Tree removal vs. thinning recommendations
- Pruning recommendations



Call or Email
for scheduling



(760) 522-8907
sylvanforestry@gmail.com



WILDIFRE/MOUNTAIN PINE BEETLE MITIGATION ASSESSMENT PROGRAM

COST TO HOMEOWNER

.5-1 acre = \$300

1-2 acres = \$350

>2 acres = \$400

DELIVERABLES

60 Minute on-site consultation & summary report

- Parcel map
- Photo documentation
- Recommended next steps
- Vendor List (by request)

Call or Email
for scheduling



(760) 522-8907
sylvanforestry@gmail.com

Sylvan Forestry

Owner: Jake Siem



760-522-8907

sylvanforestry@gmail.com

1280 N Lafayette St. Apt 701

Denver, CO, 80218

Recipient

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

Quote

133

Quote Subject

Riva Chase Open Space Wildfire &
Mountain Pine Beetle Assesment

Quote Sent:

02/06/2026

Service/Product	Description	Qty	Unit Cost	Total
Beetle Survey	Survey for infested trees. Cost per acre.	25.00	\$ 125.00	\$ 3,125.00
Beetle Mitigation Recommendation	Removal/Preventative Measures	1.00	\$ 500.00	\$ 500.00
Wildfire Assesment	Forest Inventory Statistics. Cost per acre.	25.00	\$ 150.00	\$ 3,750.00
Wildfire Mitigation Recommendation	Treatment Prescription	1.00	\$ 500.00	\$ 500.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

Notes:

Acres estimated. Need official open space/common space designation for final quote.

Subtotal	\$ 7,875.00
Tax Rate & Total	0.00% = \$ 0.00
Quote Total	\$ 7,875.00



Blue Diamond Electric LLC

Phone: (303) 995-7188

Email: bluediamondelectric@gmail.com

Proposal/ Contract

Date: February 3rdth, 2026

Project: Riva Chase Monument Sign: Fix exposed wires.

Customer: Public Alliance

Contact: Amy Hord

Address: 22204 Forest Hills Dr.
Golden CO, 80401

Phone: 720-213-6621

Email: amy@publicalliancellc.com

Scope Of work:

Locate and fix all breaks in existing conduit run. Pull out old wire and run new 10 awg wire. Add expansion couplings on transitions. Re pull and rewire sign light.

Material and Labor cost total:

\$2918.40

Total:

\$2918.40

Inclusions: All material, conduit couplings, fittings, wire and expansion couplings.

Exclusions: Excavation of a trench and burial of conduit and or wiring.

Payment Terms: Materials deposit of 20% due prior to start date. Additional 60% due upon completion of rough wiring and passing of rough inspection. Final payment of balance due upon completion of work.

Warranty: One year warranty on all parts and labor laid out in the Inclusions. Warranty starts on the day the Final Electrical inspection is passed.

Terms of Agreement:

Blue Diamond Electric LLC. hereby offers to furnish labor and materials required to perform the work specified above. Upon acceptance by purchaser, this offer shall become a contract for the work set forth herein. All taxes, labor and materials to complete the job are included in the prices shown. A surcharge of 2.9% may be assessed for payments made by credit card to cover actual transaction costs.

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard industry practices. Any alterations or deviations from listed specifications involving extra cost will be executed only upon written orders and will become an additional charge. Blue Diamond Electric is not responsible for changes in grade due to excavation.

Acceptance of Proposal: Prices, specifications and conditions above are satisfactory and are hereby accepted. Blue Diamond Electric LLC is authorized to do the work as specified.

Christopher Roozing

Blue Diamond Electric LLC.

Date: 2/3/2026

Accepted By: _____

Title: _____

Date: _____



Magee Electric, Inc.
PO Box 27209
Denver, CO 80227
Phone:303-289-4499
Fax: 303-289-1646
contact@MageeElectric.com
www.MageeElectric.com

Proposal 26-2703

Job: Proposal Riva Chase Monument Sign Rerefed 1-20-2026

Date: Jan 13, 2026

<p><u>Proposal Submitted To:</u> Name: Public Alliance Address: Contact: Amy Hord Phone: 720-213-6621 Email: amy@publicalliancellc.com</p>	<p><u>Work to be performed of:</u> Job: Jobsite: Riva Chase Address: 22204 Forest Hills Dr, Golden, CO 80401 Date of Plans: Architect: Attn:</p>
---	---

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the following electrical work:

Base Electrical

Provide and install:

- (1) 1" Directional bore from the electrical panel to the monument sign
- (1) New 120 volt circuit from the panel to the monument sign

Demo

- (1) 1" conduit run above ground that used to feed the monument sign

NOTES:

Gear, lighting fixtures and lighting controls may have long lead times to ship from time of submittal approval

Price subject to change due to material cost increases beyond our control

All work to be done during normal business hours

Permit is excluded, if needed additional fees will incur

Assumptions Directional Bore Notes

Scope of Work

All engineering plans will be prepared to ASCE Quality Level standards and to the requirements listed in this Estimate. As-built drawings, wildlife, environmental, or stormwater studies or mitigation plans are excluded. Unless specifically noted, permit fees, traffic control, and bonds are excluded. No services are included beyond those expressly stated.

Soil Conditions

Pricing assumes favorable soil conditions. If sand, cobble, rock, buried debris, or other difficult soils are encountered, additional charges will apply. Work may be suspended until a written change order is signed.

Existing Conduits

Pricing assumes conduits are clear and undamaged. If conduits are crushed, contaminated, overfilled, or otherwise impassable, additional charges will apply.

Investigation and repair services may be provided by CCE upon written request for an

additional fee.

Surface Remediation

Asphalt potholes will be patched with cold patch, concrete potholes with mortar, and all potholes filled with sand or fine aggregate (squeegee). Restoration is limited to these methods unless otherwise required by the AHJ. More extensive remediation, such as panel replacement or flowfill, will incur additional charges.

Work Hours

Work will be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays. If permitting requires off-hours, weekend, or holiday work, additional costs will apply. Restrictions discovered after work begins will be treated as a change order.

Utility Locates

CCE will not perform private utility locates and is not responsible for unmarked utilities or facilities. Private utilities include, but are not limited to, irrigation lines, low-voltage systems, and customer-installed facilities. The customer must provide accurate information for all private utilities. Any damages, delays, or costs resulting from incomplete or incorrect information are the customer's responsibility.

Property Rights

The customer is responsible for securing all necessary legal agreements, easements, and rights to install facilities on the property or in the right-of-way prior to work commencing.

All necessary materials and the above work to be performed in accordance with the drawings and specifications submitted for above work for the sum of: \$ \$12,525.00

With payments to be made as follows: NET 30 progressive

THIS PROPOSAL AND ALL WORK PERFORMED BY MAGEE ELECTRIC, INC. IS GOVERNED BY AND SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

Respectfully Submitted by

Joe Magee

Per Magee Electric, Inc.

Note—This proposal may be withdrawn by us if not accepted within 30 days on Feb 19, 2026

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____

Date _____ Signature _____

THIS PROPOSAL AND ALL WORK PERFORMED BY MAGEE ELECTRIC, INC. IS GOVERNED BY AND SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Definitions. As used in these Terms and Conditions, "Magee" means Magee Electric, Inc., its affiliates, successors, owners, members, employees, contractors and agents. "Owner" means the person or entity requesting that Magee perform work and listed on each applicable Proposal. Magee and Owner are referred to herein as the "Parties" and each a "Party." "Proposal" means the Proposal provided with these Terms and Conditions that sets for the Work to be performed by Magee for Owner. "Work" means the services, labor, materials, and equipment provided by Magee and detailed in the applicable Invoice. "Invoice" shall mean the invoice(s) submitted to Owner for the Work completed by Magee and identifying the Work performed. "Agreement" shall mean the Proposal, Invoice and these Terms and Conditions.

2. Applicability; Parties Bound. By executing the Proposal, Owner agrees to be bound by these Terms and Conditions which shall control and govern all Work performed or to be performed by Magee for Owner, without modification. No other terms or conditions set forth by Owner shall be binding on Magee.

3. Permitting. Unless otherwise provided in the Proposal, Magee shall secure and pay any permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work. Magee shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Magee shall not be responsible for any permits pulled by Owner or cost relating to the same.

4. Drawings, Plans & Specifications. Except as specifically noted in the Proposal, Magee shall not be responsible for providing any design, engineering, drawings or plans relating to the Work. Magee is entitled to rely upon the adequacy, accuracy, and completeness of all drawings, plans, designs, blueprints or other information or specifications provided by Owner and shall not be responsible for the same. Owner shall be responsible for providing all performance and design criteria for the Work.

5. Access. Owner agrees to furnish Magee with access to the project site at reasonable times in order to carry out any Work, testing or inspections necessary to fully complete the Work and shall provide Magee with all information and documents reasonably required by Magee and available to Owner as necessary for Magee to fulfill its obligations under the Agreement.

6. Invoices & Payment. Magee shall invoice Owner for Work monthly. All Invoices are due on Net-30 basis. For any payment not received when there shall be imposed a late charge equal to ten percent (10%) of the outstanding payment, plus interest at the rate of eighteen percent (18%) per annum.

7. Parts & Materials. Magee reserves the right to invoice Owner in advance for any parts or materials in excess of \$1,000.00 required in connection with the Work, or to require the Owner to supply any such parts or materials at its own expense. Magee shall have no liability for any parts, materials or equipment provided or supplied by Owner. In the event Magee supplies parts or materials to Owner in connection with the Work, Magee reserves the right to invoice Owner for its actual cost plus a ten percent (10%) mark-up on any parts or materials provided by Magee. All prices set forth in the Proposal are subject to change due to material cost increases.

8. Limited Warranty. Magee warrants all Work shall be free from material defects in workmanship for a period of one-year from the date of completion. Upon a breach of this warranty, Owner shall provide notice to Magee of a valid warranty claim and Magee, at Magee's sole option, shall either repair or replace any defective Work at its sole cost and expense. Magee shall have reasonable access to the project site as necessary to perform its warranty obligations under this Agreement. Any materials, parts or equipment provided by Magee with a separate manufacturer's warranty are not eligible for Magee's limited warranty. There shall be no warranty on any Owner provided materials or equipment.

9. No Representations or Warranties. EXCEPT AS SET FORTH IN SECTION 8 ABOVE, MAGEE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE WORK EXCEPT AS SPECIFICALLY SET FORTH IN THE PROPOSAL. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO STATEMENT, ADVICE, INFORMATION OR ACTION FROM MAGEE OR ANY OTHER SOURCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. IN NO EVENT SHALL MAGEE BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS WORK CONTRACT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF USE, EVEN IF MAGEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Magee's liability exceed the amount paid by Owner under the applicable Invoice for the Work giving rise to the liability.

10. Insurance. Owner shall purchase and maintain homeowners insurance and/or property insurance written on a builder's risk "all-risks" completed value or equivalent policy form sufficient to cover the total value of the Work on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the Proposal and shall be maintained until completion of the Work. Magee shall maintain the following insurance coverages: (1) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 general aggregate; (2) Automobile Liability with a combined single limit of \$1,000,000; and (3) Workers Compensation per statute; and (4) Employers' Liability with limits of \$1,000,000 each accident.

11. Indemnification. To the fullest extent permitted by law, Owner shall indemnify, protect and defend Magee from and against all liability, demands, claims, actions, causes of action, assessments, losses, fines, penalties, costs, damages, and expenses, including TERMS AND CONDITIONS reasonable legal and expert fees and expenses (each a "Loss" and collectively, "Losses") resulting from or arising out of any claim made against Magee by a third party, arising out of, relating to, or resulting from Magee or its agents' performance of the Work, or any breach or default by Owner of its representations, warranties, covenants, duties and other obligations under this Agreement, except those finally determined by a Court to be caused by the sole negligence or willful misconduct of Magee. This provision shall survive the termination of this Agreement.

12. Changes. Any changes to the Work set forth in the Proposal shall be set forth in a mutually agreed written change order signed by the Parties. All change orders shall set forth any additions to the total project price and the time for completion. Magee shall not be obligated to perform any Work not set forth in the Proposal or a mutually agreed upon written change order.

13. Force Majeure. Neither Party shall be deemed in breach of this Agreement if they are unable to perform by reason of pandemic or other mass illness; fire, earthquake, flood, hurricane or other severe weather; labor dispute, act of war, terrorism, riot or other severe civil disturbance; death, severe illness or incapacity of the Party's manager(s); or any local, state, federal, national or international law, governmental order or regulation or any other event beyond such Party's control, including but not limited to supply chain disruption (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the affected Party shall give notice to the other Party, as soon as is reasonably possible, of its inability to perform or of delay in completing its obligations and shall propose revisions to the schedule as appropriate.

14. Miscellaneous Provisions.

- a. Magee is performing the Work as an independent contractor and Owner shall have no right to direct, supervise, or control Magee's employees, subcontractors or vendors.
- b. This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements or representations, written or oral, with respect to the subject matter hereof. This Agreement constitutes the entire Agreement between and among the Parties. This Agreement may only be amended in writing signed by the Parties.
- c. Owner may not assign, by operation of law or otherwise, any rights or delegate any obligations under this Agreement without the prior written consent of Magee.
- d. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. THE PARTIES HEREBY AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT SHALL BE HEARD BY A COURT SITTING WITHOUT A JURY AND, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHTS TO A TRIAL BY JURY. Any such enforcement action shall be filed exclusively in a state or federal court of competent jurisdiction located in the City and County of Denver, Colorado.
- e. In the event of any claim, controversy or dispute involving this Agreement, its interpretation or enforcement, the prevailing Party in such claim, controversy or dispute shall be awarded its reasonable attorneys' fees and costs, including any attorneys' fees and costs of any associated appeal.
- f. The remedies set forth in this Agreement are not exclusive, and either Party shall be entitled to any other remedy available under applicable law or at equity, all of which shall be cumulative. The waiver by one Party of a breach of any of the provisions of this Agreement by the other Party does not operate as and may not be construed as a waiver of any subsequent breach of the same or any other provision by the other Party.

OWNER or OWNER'S Representative(s) authorized to coordinate site access, day-to-day coordination and inspections:

Name / Address / Phone / Email