



7555 E. Hampden Avenue, Suite 501
Denver, Colorado 80231
Tel: 720-213-6621
<https://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: October 21, 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 September 16, 2026 Regular Meeting (enclosure).
 - Approve of payment of claims (to be distributed).
 - Approve unaudited financial statements and cash position (to be distributed).
-



IV. FINANCIAL MATTERS

A. _____

V. OPERATIONS AND MAINTENANCE MATTERS

A. Operator's Report (to be distributed)

1. Update on well rehabilitation efforts.

a. Update on installation of power surge protection

B. Engineer's Report (enclosure)

1. Discuss plan to address Wastewater Treatment Plant ("WWTP") 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).

3. PFAS Project update presentation (enclosure).

C. Manager's Report (enclosure)

1. Discuss Wildfire Mitigation

2. Review and consider approval of proposals for 2027 landscape maintenance services (enclosures).

3. Review and consider approval of proposal from Precision Gates and Automation to perform annual preventative maintenance, in the amount of \$2,180 (enclosure).

VI. HOA MATTERS

A. _____



VII. LEGAL MATTERS

- A. Discuss Xcel Energy Electric Line Replacement Project.
-
- B. Executive session pursuant to Section 24-6-402(4)(b), C.R.S. for the purpose of a conference with the District's legal counsel regarding specific legal questions pertaining to the Xcel Energy electric line replacement project.
-
- C. Review and consider approval of Utility Easement Agreement between the District and Public Service Company of Colorado (enclosure).
-

VIII. OTHER BUSINESS

- A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING WILL BE HELD ON WEDNESDAY, NOVEMBER 18, 2026 ~ BUDGET HEARING.**

Items for Future Discussion:

- Pond 6 Liner Damage
- Barbed wire removal

Director projects and assignments:

- Park Project: Directors Weinberg and Blue
- Fire Mitigation: Directors Birkelo and Weinberg
- Road Signs: Directors Robert and Blue
- PFAS and Water Conditioning: Directors Robert and Zinniker
- Budget: To Be Determined

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
FOREST HILLS METROPOLITAN DISTRICT
HELD SEPTEMBER 16, 2026**

A Regular Meeting of the Board of Directors (the “District Board”) of the Forest Hills Metropolitan District (the “District”) was convened on Wednesday, September 16, 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:

Dan Cordova and Nick Moncada; Public Alliance, LLC

Kobi Webb, Esq.; Collins Cole Winn & Ulmer, PLLC

Nickie Holder; NMHolder Financial, Inc.

Mike Menke; Direct Discharge Consulting, LLC

Nick Marcotte; Element Engineering LLC

Ruth Swartzlander; Resident

**ADMINISTRATIVE
MATTERS**

Disclosures of Potential Conflicts of Interest: Mr. Cordova 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. Cordova distributed, for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

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

RECORD OF PROCEEDINGS

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.

Following discussion, upon motion duly made by Director Weinberg, seconded by Director Birkelo, 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.

PUBLIC COMMENT

Ms. Swartzlander inquired whether the Board had any information regarding ongoing Xcel Energy work within the community and the cause of recent frequent power outages. Directors Weinberg and Birkelo provided an overview of the proposed Xcel Energy project to install a new electrical service mainline through a portion of the community. Mr. Moncada further clarified that a contractor working on behalf of the District had recently completed repairs to the electrical service for one of the District's well pumps. It was noted that neither project was related to the recent Xcel Energy power outages and that the cause of the outages was unknown to the District.

CONSENT AGENDA

The Board considered the following actions:

- Approval of Minutes of August 19, 2026 Regular Meeting.
- Approve of payment of claims.
- Approve unaudited financial statements and cash position.
- Ratify approval of Services Agreement between the District and Hi Power Electric LLC for electrical repairs for the Well No. 7 Pump, in the amount of \$15,350.
- Ratify approval of Services Agreement between the District and Centennial Asphalt, Concrete & Waterproofing, LLC d/b/a Centennial Concrete & Waterproofing, LLC for asphalt repair services, in the amount of \$43,820.
- Ratify approval of Purchase Order between the District and Colorado Pond & Lake, LLC for replacement of pond 5 aerator, in the amount of \$3,535.66.

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

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Budget Committee Meeting: The Board entered into discussion regarding scheduling Budget Committee meeting to prepare 2027 draft budget. Ms. Holder noted that a meeting would be coordinated with Directors Robert and Zinniker to review the 2027 draft budget.

2025 Audit: Ms. Holder presented the 2025 Audit to the Board.

Following discussion, upon motion duly made by Director Birkelo, seconded by Director Weinberg and, upon vote, unanimously carried, the Board approved the 2025 Audited Financial Statements and authorized execution of the Representations Letter, subject to final legal review and receipt of an unmodified opinion letter by the Auditor.

OPERATIONS AND MAINTENANCE MATTERS

Operator's Report: Mr. Menke reviewed the Operator's Report with the Board. He discussed a recent conversation with a homeowner regarding the location of the curb stop for the homeowner's water service line. Mr. Menke also reported that the generator transfer switch at the water treatment facility was functioning again; however, he continued to obtain pricing for a potential replacement.

Well Rehabilitation Efforts: Mr. Menke reported that the plumbing at Well 9 had been replaced and that the well was operating at high capacity. The Board discussed the potential use of well air lines to obtain well-level readings. Mr. Menke further reported that electrical repairs at Well 7 were underway and anticipated to be completed within the next few days.

Power Surge Protection: Mr. Menke reported that installation of surge protection equipment was in progress.

Engineer's Report: Mr. Marcotte reviewed the Engineer's Report with the Board and provided updates regarding the water treatment facility design and media filter testing being conducted by the Colorado School of Mines.

Wastewater Treatment Plant ("WWTP") Redesign: The Board deferred discussion at this time.

Proposal from Element Engineering for WWTP Preliminary Engineering Report: The Board deferred discussion at this time.

Manager's Report: Mr. Cordova reviewed the Manager's Report with the Board. He reported that replacement of the Pond 5 aerator was scheduled for September 17, 2026 and that repairs to certain shared driveways maintained by the District were scheduled to occur over the following month. Mr. Cordova

RECORD OF PROCEEDINGS

also discussed recent remote access issues involving the main community gate and reported that Precision Gate & Automation was troubleshooting the issue.

Wildfire Mitigation: Directors Robert and Birkelo reported that they had contacted the homeowner of the property adjacent to the District's water tank site to discuss the potential trimming and removal of trees to establish a defensible area around the water tank.

Purchase Order No. 2026.09.16 with Jim Noble, Inc. for 2026-2027 Snow Removal Services: The Board reviewed Purchase Order No. 2026.09.16 with Jim Noble, Inc. for 2026-2027 snow removal services.

Following discussion, upon motion, duly made by Director Weinberg, seconded by Director Robert and, upon vote, unanimously carried, the Board approved Purchase Order No. 2026.09.16 with Jim Noble, Inc. for 2026-2027 snow removal services.

Proposals for 2027 Landscape Maintenance Services: Mr. Cordova provides an update to the Board on proposals for 2027 landscape maintenance services. No action was taken by the Board.

HOMEOWNERS ASSOCIATION (HOA") MATTERS

There were no HOA matters.

LEGAL MATTERS

Xcel Energy Electric Line Replacement Project: Mr. Cordova provided a brief update on the status of the Xcel Energy electric line replacement project.

Executive Session: Pursuant to Section 24-6-402(4) of the Colorado Revised Statutes C.R.S., upon motion duly made by Director Weinberg, seconded by Director Robert and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 6:49 p.m. for the purpose of a conference with the District's legal counsel regarding specific legal questions pertaining to the Xcel Energy electric line replacement project as authorized by Section 24-6-402(4)(b), C.R.S.

Pursuant to Section 24-6-402(2)(d.5) (II)(B), C.R.S., no record will be kept of the remaining portion of this executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 7:22 p.m.

RECORD OF PROCEEDINGS

OTHER BUSINESS

Director Weinberg discussed with the Board possible future improvements for the community park.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Weinberg, seconded by Director Zinniker and, upon vote, unanimously carried, the meeting was adjourned at 7:29 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

ATTORNEY STATEMENT

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I, Kobi A. Webb, state that the law firm of Collins Cole Winn & Ulmer, PLLC, is General Counsel to the Forest Hills Metropolitan District, and that I was present at the time the Board convened in Executive Session on September 16, 2026. I further state that the Executive Session was not recorded because it constituted a privileged attorney-client communication and that no electronic record thereof was necessary.

Date: September 16, 2026

Signature: 



ENGINEER'S PROGRESS REPORT

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

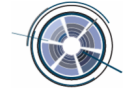
GENERAL ENGINEERING

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 WATER TREATMENT PLANT IMPROVEMENTS

FHMD and Element Engineering have completed a Project Needs Assessment (PNA) and 30% Design Plans for the proposed project. The 30% Design Plans include preliminary hydraulic profiles, process flow diagrams, existing conditions, proposed site improvements, and the proposed treatment building layout. Design is currently advancing toward the permitting level plans and Basis of Design Report.



Ongoing and Upcoming Work

Rapid Small Scale Column Testing (RSSCT) was initiated at the Colorado School of Mines to evaluate granular activated carbon (GAC), PFAS selective ion exchange resin, and FluoroSorb adsorptive media. The initial GAC and control columns were completed; however, biological growth in the stored test water contributed to excessive head loss and affected the ion exchange and FluoroSorb columns. The initial results therefore did not provide a complete basis for final media selection.

A new composite raw water sample was collected from the District's supply wells on October 13, 2026, and delivered to Mines for immediate testing. The revised RSSCT will evaluate GAC and FluoroSorb using freshly collected water and finer prefiltration to reduce the potential for biological fouling. The results will be used to compare media performance, develop breakthrough curves, estimate full-scale media life and operating costs, and confirm the final PFAS treatment approach.

Based on recent water quality and cost evaluations, centralized softening is proposed to be removed from the project. Partial softening would require substantial capital investment, salt consumption, operator attention, and residuals management while substantially increasing finished water sodium and continuing to produce water classified as hard. The attached cost-benefit memorandum provides additional information regarding this recommendation.

The current preliminary design basis includes cartridge prefiltration followed by two PFAS treatment vessels operating in a lead-lag configuration. All process water would pass through both vessels without bypass blending. Design is also progressing for the raw water feed tank, duplex feed pumps, backwash system, residual holding tank, chemical feed, treatment building, and associated yard piping.

The existing treatment plant property will require additional land, easement modification, or both to accommodate the proposed improvements. FHMD staff will continue to coordinate the site requirements and easement discussion.

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
- Media/Vendor Coordination: Complete
- **Initial RSSCT Planning and Testing: Complete**
- **Additional GAC and FluoroSorb RSSCT: Underway, Fall 2026**
- **Final Media Selection: Late 2026, Early 2027**
- **Geotechnical Investigation: Late 2026 (pending additional land/easement modification)**
- **60% Design Plans, Basis of Design Report: Early 2027**
- **CDPHE Design Review: 2027**
- **Plans for Bidding / 90% Design: 2027**



- **Construction: Mid – Late 2027 (subject to final design, regulatory review, and funding)**

The initial RSSCT round has been reviewed by the project team. Additional testing is now underway using freshly collected raw water to address the biological fouling observed during the initial testing. Final treatment selection will occur following evaluation of the revised GAC and FluoroSorb results.

Element has reached out to District management to coordinate the discussion on easement modification with the easement property owner. Final site needs will be confirmed as the revised treatment layout advances.

MEMO

To: ELEMENT (INTERNAL)
DATE: SEPTEMBER 2026
SUBJECT: SOFTENING CONSIDERATIONS FOR PFAS WATER TREATMENT PLANT

PURPOSE

This memorandum summarizes the anticipated costs, operational requirements, and water quality impacts of including centralized conventional softening in the proposed PFAS Water Treatment Plant. Based on the current design, centralized softening would add substantial capital and long-term operating costs while providing only a partial reduction in hardness. Therefore, Element recommends removing centralized softening from the project scope and prioritizing reliable PFAS treatment, which remains the primary goal of the project.

EXPECTED BENEFITS OF SOFTENING

The District's source water has very high hardness, averaging approximately 633 mg/L as CaCO₃. Softening was initially added to address residential scaling, staining, other nuisance concerns and to protect PFAS selective ion exchange media from potential calcium carbonate scaling.

Because of the exceptionally high raw water hardness, complete softening would require frequent regeneration, substantial salt use, and significant quantities of liquid residual. The current design attempted to balance these impacts by partially blending softened and unsoftened water to produce a target hardness of approximately 10 grains per gallon, or 171 mg/L as CaCO₃.

Although this represents a substantial reduction, the finished water would still be classified as hard and may continue to cause scaling, spotting, and mineral buildup at customer residences. The treatment would also not be expected to improve the taste of the water. The District's existing average chloride concentration is approximately 333 mg/L, which already exceeds EPA's non-enforceable secondary standard of 250 mg/L established for aesthetic concerns such as taste. Conventional softening would not remove this chloride and would increase sodium substantially. As a result, the finished water could have a more noticeable salty or mineral taste, even though hardness would be reduced.

CAPITAL COST IMPACTS

The softening process would require more than the softener skid itself. The current design includes a twin-alternating softener skid, 30-ton bulk brine silo, regeneration waste lift station, force main, additional building space, process piping, controls, electrical equipment, and associated site improvements.

The following capital costs are anticipated by including centralized softening:

- Softener skid and installation: \$300,000
- 30-ton Brine silo and integration: \$225,000
- Residual lift station and force main: \$350,000
- Additional building, electrical, etc.: \$175,000
- **Total Estimated Capital Cost: \$1,050,000**

LONG TERM OPERATION AND MAINTENANCE IMPACTS

The current softening design would consume approximately 1,500 to 2,500 pounds of salt per week, equivalent to approximately 39 to 65 tons per year. In addition to bulk salt delivery costs, the expense for annual salt usage will be considerably high. Furthermore, additional operator time will be required, electrical costs for the residual lift station (minor), and routine maintenance/parts/repairs should be expected as long term operation and maintenance impacts.

The following annual operation and maintenance costs associated with centralized softening are summarized below:

- Bulk salt and delivery: \$22,500
- Operator labor: \$20,000
- Residual waste lift station: \$1,000
- Maintenance, parts, and sampling \$20,000
- **Total Estimated Capital Cost: \$63,500**

PROCESS AND WATER QUALITY IMPACTS

Conventional softening replaces calcium and magnesium by exchanging them for sodium. At the proposed 10 grain per gallon target, the finished water sodium is estimated at approximately 250 mg/L, compared with approximately 41 mg/L in the raw water.

Sodium does not have a federal primary drinking water standard. However, the EPA has historically identified 20 mg/L as guidance for individuals on severely sodium restricted diets. At approximately 250 mg/L, drinking two liters of water per day would contribute to approximately 500 mg of sodium. For context, this represents over 25% of a typical low-sodium diet's daily sodium intake of 1,500 mg.

Softener regeneration would also produce approximately 1,500 to 2,000 gallons per day of residual wastewater containing elevated chloride, sodium, and removed hardness minerals. Although the existing wastewater treatment plant appears to have adequate hydraulic capacity, the chloride mass loading could affect future discharge permitting.

The District's existing sequencing batch reactor (SBR) wastewater treatment plant (WWTP) is designed to primarily remove organic matter, solids, and nutrients such as ammonia. It is not designed to remove dissolved sodium or chloride. The new chloride and sodium load would likely be visible in future effluent monitoring and could receive additional scrutiny during permit renewal. It could also contribute to future discharge limitations that will require expensive WWTP improvements.

CONCLUSION

Centralized softening would reduce the District's hardness but would not produce soft water under the proposed partial-blending approach. Residents may experience some reduction in scaling, but the remaining hardness could continue to produce noticeable household impacts. Softening would not improve taste and could reduce customer acceptance by increasing sodium in water that already contains elevated chloride.

In exchange for this limited benefit, the District would incur an estimated \$1,050,000 in additional capital cost and approximately \$63,500 in annual O&M costs. Softening would also require substantial salt use, regular bulk deliveries, daily regeneration, additional operator attention, and concentrated wastewater disposal.

Additionally, centralized softening would add a significant salt load to a small packaged SBR that cannot remove sodium or chloride through its biological process. This will likely draw regulatory attention and contribute to more expensive WWTP improvements in the future.

Based on the current cost-benefit evaluation, centralized softening is not expected to provide a sufficiently noticeable improvement to justify its cost, operational impacts, finished water sodium increase, and wastewater impacts. Element recommends removing the softener skid, bulk brine silo, and regeneration waste lift station from the project scope. The design should instead prioritize a reliable PFAS treatment process that can operate under the District's existing source water conditions.



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.

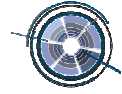
PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

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

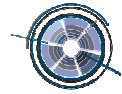
The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- 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

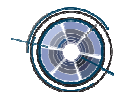
Element understands that the FHMD wishes to complete a long-range forecast for capital asset replacement. This will assist the district in planning for the replacement of assets throughout the district, including parks, drainage, water, sewer, and other assets. In order to complete this, Element staff 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

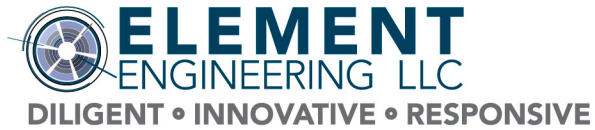
Element conducted a site visit in August 2020 to document all existing equipment owned by the district. This includes the [REDACTED], the Main Lift Station, the Wastewater Treatment Plant (headworks, aeration basin, blowers, pumps, bio-solids holding, and emergency storage pond), the Office & Lab Building, 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.

FOREST HILLS METRO DISTRICT

PFAS WATER TREATMENT PLANT IMPROVEMENTS

- **Water Quality Testing**
- **Additional RSSCT Underway**
- **Revised Treatment Approach**
- **Updated Design Schedule**

Board Update: October 21, 2026

WATER QUALITY TESTING

PFAS IN RAW WATER: PFOA = 9.3 (4) | PFOS = 4.1 (4) | PFHxS = 8.5 (Hazard Index)

**Corresponding MCLs shown in parenthesis*

HISTORICAL DISTRICT WATER

Hardness: 633 mg/L
Chloride: 333 mg/L
Sodium: 31 mg/L

*Individual well water
quality varies

INITIAL RSSCT COMPOSITE WATER

Hardness: 828 mg/L
Chloride: 494 mg/L
Sodium: 41 mg/L

*Significant stored
water effect on TOC

INITIAL RSSCT PRE- TREATED WATER

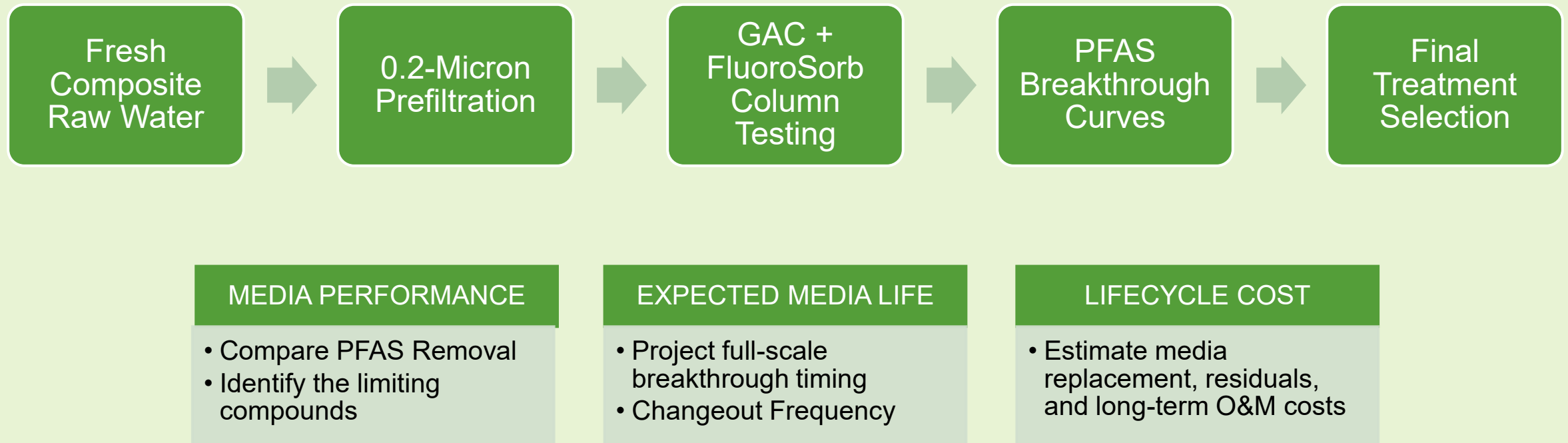
Hardness: 98 mg/L
Chloride: 425 mg/L
Sodium: 427 mg/L

*Significant sodium
increase

Design Response: Remove Softening. Retest Fresh Water. Advance GAC Design

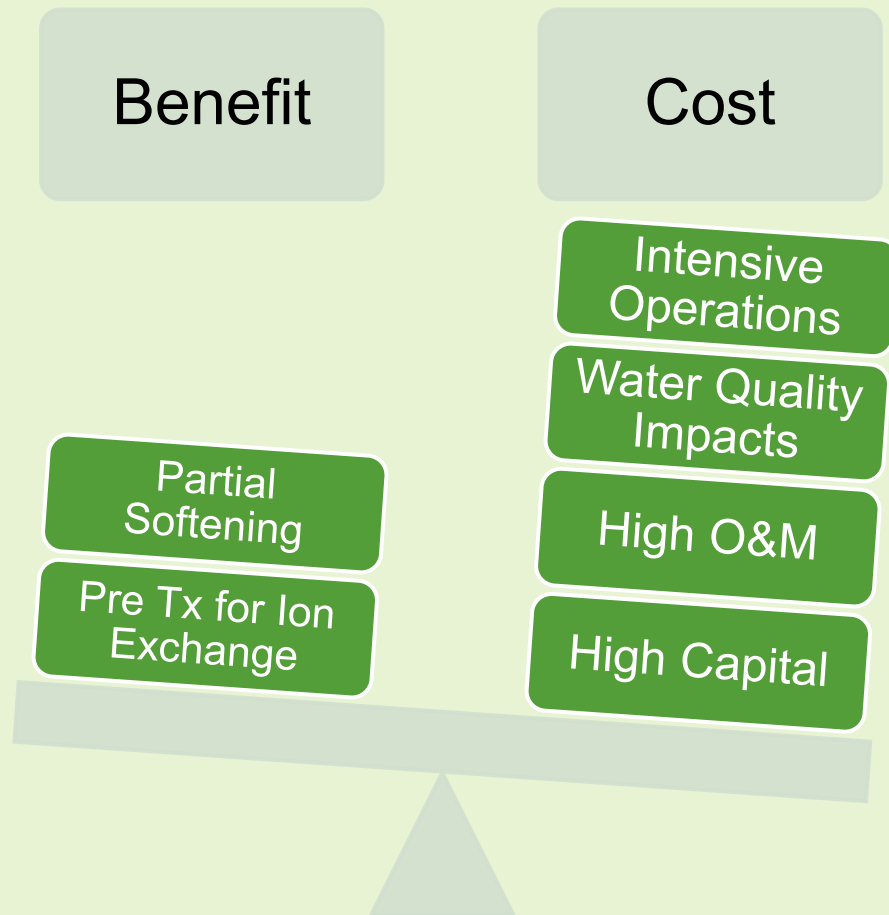
ADDITIONAL RSSCT UNDERWAY

Revised testing focuses on representative water, improved biological control, and defensible full-scale design inputs.

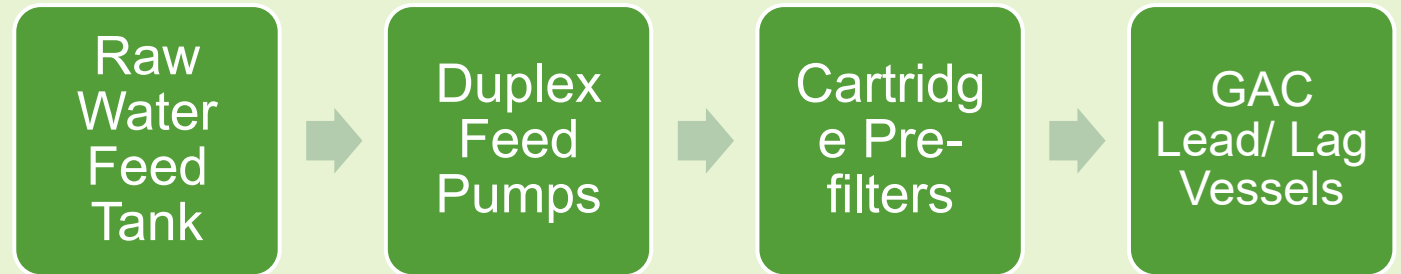


REVISED TREATMENT APPROACH

CENTRALIZED SOFTENING

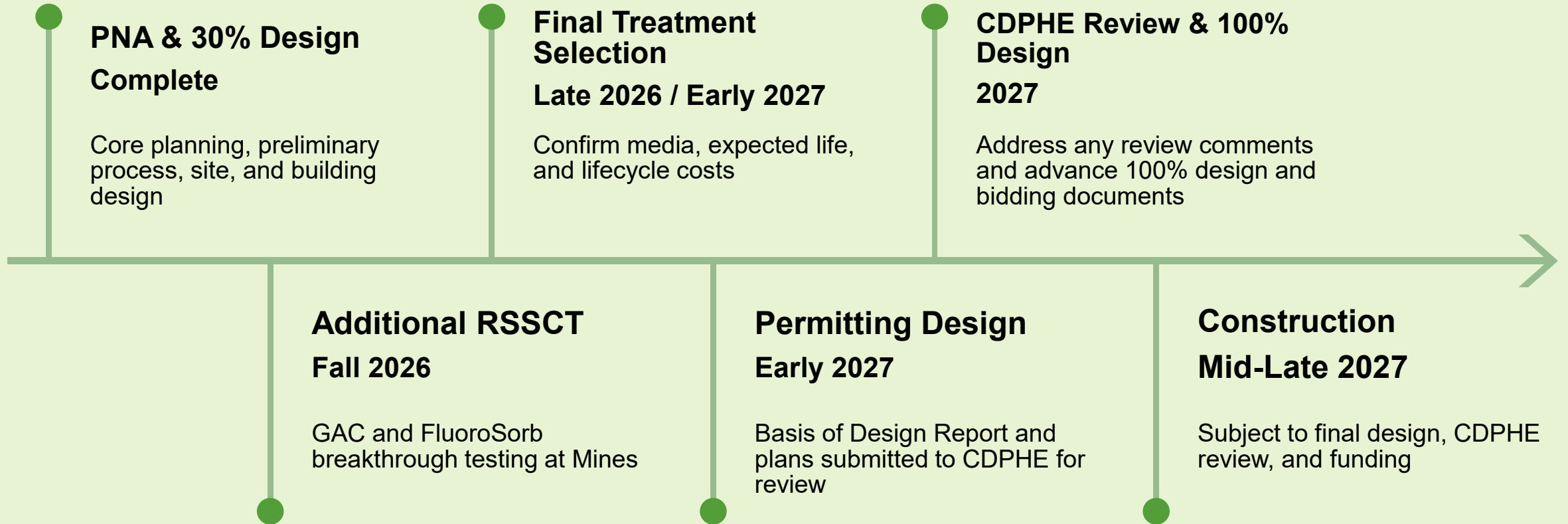


REVISED TREATMENT APPROACH



- Simpler process
- No brine system / residual implications
- Proven Treatment Technology
- Focused on PFAS compliance

UPDATED DESIGN SCHEDULE



Design Work Continuing Now: GAC skid and vessel coordination, building and yard piping revisions, feed pump and backwash hydraulics, residual holding and hauling design

THANK YOU!

QUESTIONS?



DISTRICT MANAGER'S REPORT

To: Board of Directors, Forest Hills Metropolitan District

From: AJ Beckman, District Manager

Date: October 16, 2026

GENERAL MATTERS

Agreements: No agreements.

Website: No updates.

Community Correspondence:

- Notice of Board Meeting sent on October 16th.

HOA MATTERS

None

WATER SYSTEM AND PONDS

Treatment Facility: No update

Distribution System: No update

Ponds: Mr. Marcotte will provide recommendations and cost estimates to address the Pond 4 leak. Colorado Pond & Lake completed replacement of the aeration system for Pond 5 on September 18th. Colorado Pond & Lake has also rebalanced the Pond 6 aerator system to address the concern where one of the diffusers was not receiving sufficient airflow.

Wells: Hi Power Electric completed replacement of the electric line to the Well #7 pump on September 21st. The well is now functional.

WASTEWATER

Treatment Facility: Republic Services has delivered a temporary dumpster to the Wastewater Treatment Facility for the disposal of scrap metal. The Operator is presently utilizing the dumpster and will notify Management when it can be scheduled for pickup.

FACILITIES AND OPEN SPACE

Wildfire Mitigation: The District Manager is currently working on coordinating an onsite meeting with the property owner adjacent to the District's water tank site and Elk Mountain Tree Services to discuss the scope of work for wildfire mitigation work around the water tank.

ROADS

Common Driveways: Centennial Asphalt, Concrete & Waterproofing completed asphalt crack-filling work on two shared driveways on September 19th. Removal and replacement of two other sections of shared driveways was completed on October 7th and 8th.







CLEVER
LANDSCAPING

LANDSCAPE MAINTENANCE & SNOW REMOVAL

Custom Solutions for Forest Hills Metro District



ABOUT CLEVER LANDSCAPING

Clever Landscaping was founded with a clear purpose: to raise the standard in commercial landscaping. From day one, our focus has been on quality, consistency, and results that speak for themselves.

We specialize in serving multifamily and commercial properties with a full range of services from landscape maintenance and construction to irrigation and snow removal. Our systems are built for scale, our team is built for performance, and our reputation is built on trust.

Backed by discipline, accountability, and smart practices, we don't chase perfection we work relentlessly for progress. That's what makes us Clever.



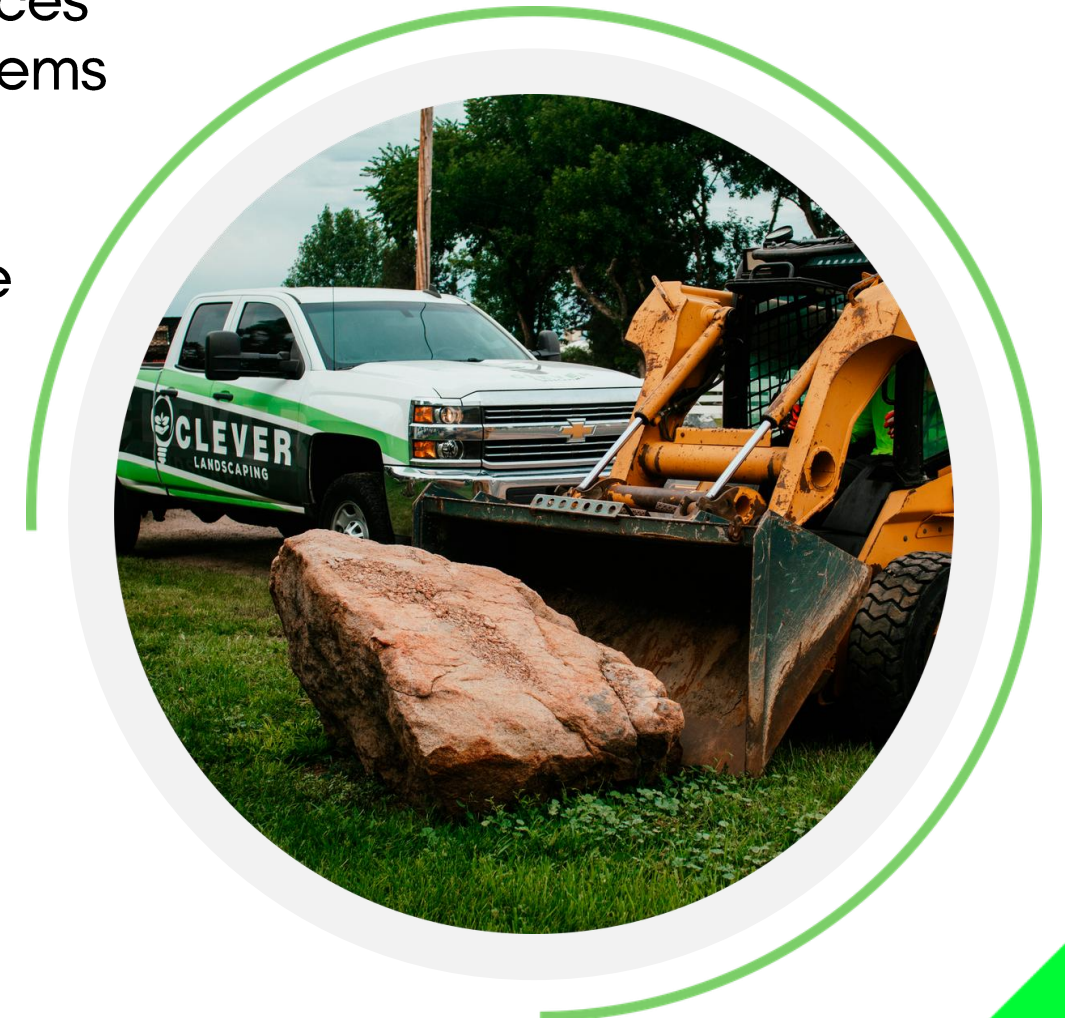
Our Mission

To create a greener, friendlier world through innovative landscaping solutions that balance functionality, beauty, and environmental stewardship.

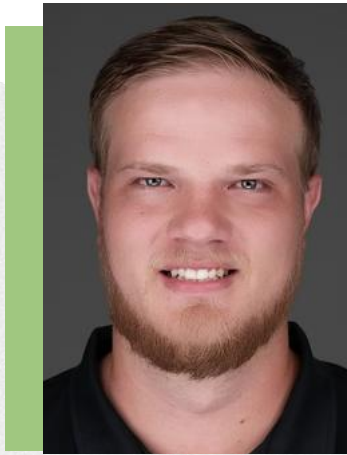


Our Values

Discipline – Work Ethic – Smart Practices –
Responsibility – Continuous Improvement



Alejandro Varela
President



Darwin Jones
Vice President of
Sales

Javier Vazquez
Vice President of
Operations



**MEET
THE
TEAM**



Martin Vargas
Director of
Maintenance



Ashley Clabuesch
Director of Sales

OPERATIONAL EXCELLENCE

At Clever Landscaping, operational excellence is built into every aspect of our service delivery.

Responsive Service



On-site requests and service needs are addressed within two business days whenever possible.

Scheduling & Project Start Times



Quotes are delivered promptly, and approved projects are typically scheduled to begin within one week.

Safety First



- Weekly Toolbox Talks
- Bi-Weekly Safety Meetings
- Ongoing training and safety awareness programs



Communication

24-hour communication guarantee to ensure timely responses and proactive client support.



Quality Assurance

Consistent quality standards supported by routine inspections, accountability systems, and experienced field leadership.



Leadership

Our goal is simple: provide dependable service, clear communication, and exceptional results every time.





COMMUNICATION



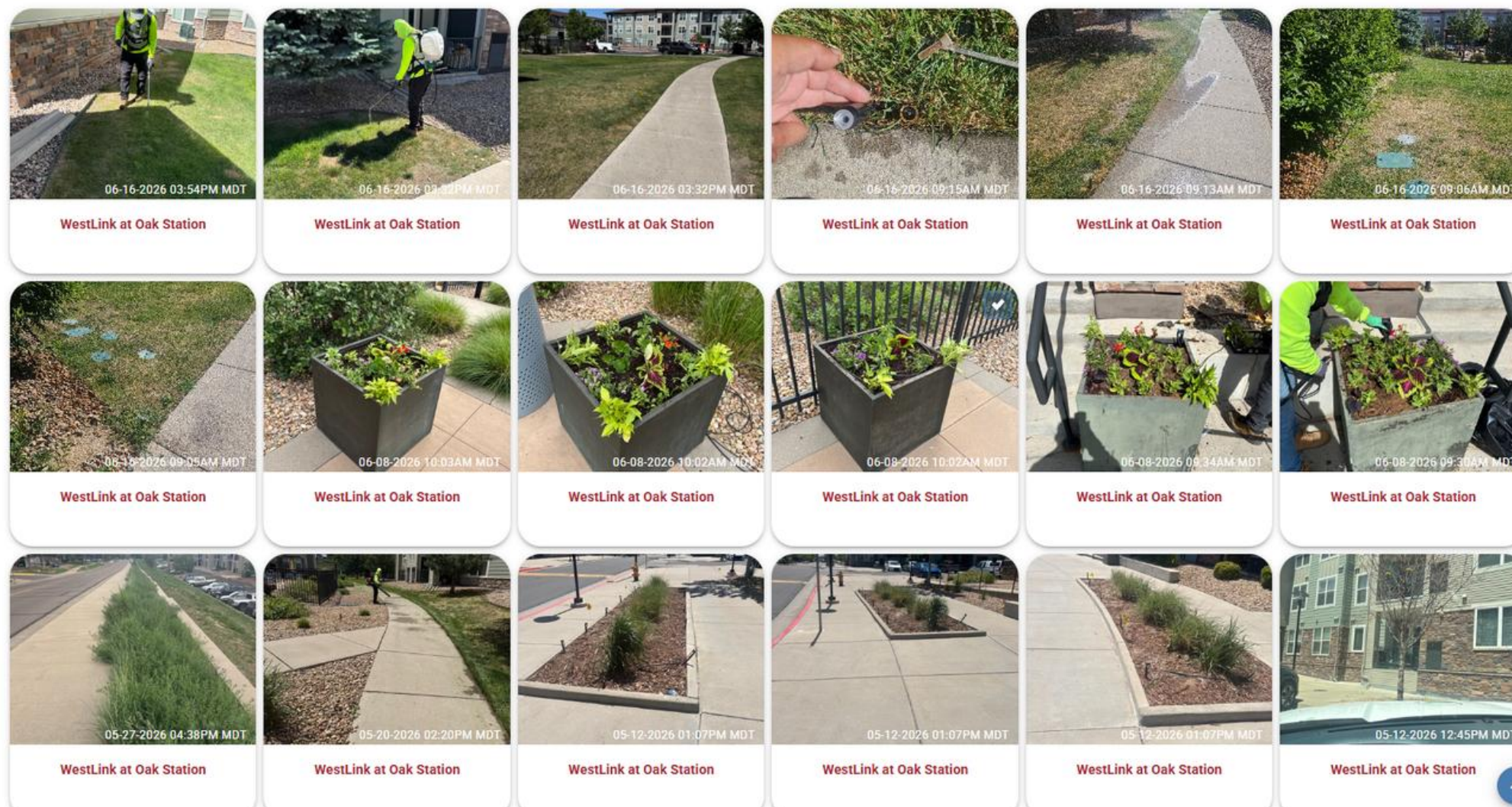
**24-Hour
Communication
Guarantee**

We are committed to responding to all client communications within 24 business hours. Whether it's a service request, property concern, proposal inquiry, or enhancement opportunity, our team provides timely communication and proactive follow-up to keep projects moving forward. Work is typically scheduled within one week, allowing us to respond quickly to property needs and improvement opportunities.

sitefotos

Transparency and accountability are key components of our service approach. Each week, we provide site photographs documenting property conditions, completed work, and any areas requiring attention. These reports help identify potential issues before they become larger concerns while providing clear visibility into the work being performed on site.

**Weekly Site Reports &
Property Photos**





CLIENT TESTIMONIALS

"I want to express my appreciation for you and your team. Working with you has been a pleasure."

-Colton Palmer



"Their team came on site, dealing with a very demanding schedule, worked above and beyond, even working in the least desirable weather conditions and completed their scope of work on time."

-Kent Duffy



"They do the job correctly and are very responsive when any concerns are brought to light. I would recommend this company if you are looking for a landscaping team that does the job right the first time!"

-Jordan Rosenberg



"Their field team is hardworking, respectful and always willing to go the extra mile to get the job done for the client. And their office staff always maintained a high level of organization, efficiency and communication during the life cycle of the project."

-Darren Kerfoot



"Great communication, fair pricing, quality work, and on time delivery is all we ask for and that's what we have gotten with Clever."

-Peter Cosma





PROPERTY MAP & PRICING

Mow or Weedeat
Fire Hydrants (Weedeat Around)
Chemical Spray on Trail



**Annual Landscape Maintenance Price
2027- \$27,484**



SNOW MANAGEMENT SERVICES

Winter conditions demand proactive planning and dependable response times.

Clever Landscaping provides comprehensive snow and ice management services designed to maintain safe access and reduce liability risks throughout the winter season.

Services Include:

- Snow Plowing
- Sidewalk Clearing
- Ice Control Applications
- De-Icing Treatments
- Storm Monitoring
- Priority Response Service

Our team monitors weather conditions continuously to ensure timely deployment before, during, and after winter events.





SNOW PRICING

The following snow management program has been tailored to the property's operational requirements and winter service expectations.

Included Services:

- Snow Removal
- Ice Control • Sidewalk Clearing
- Storm Monitoring
- Emergency Response



SERVICES	FREQUENCY	TOTAL PRICE
Hand Shovel Hourly Rate Hourly Rate Per Labor	1	\$ 65.00
Plow Truck Hourly Rate Hourly Rate Per Truck with Rubber Blade	1	\$ 130.00
Skid Steer Tractor Hourly Rate Hourly Rate Per Skid Steer	1	\$ 185.00
Frontend Loader Hourly Rate Store on Site Monthly Fee \$2,500	1	\$ 260.00
Dump Truck Hourly Rate Hourly Rate Per Dump Truck	1	\$ 250.00
Sand Truck Spreading Ice-slicer Hourly Rate Hourly Rate Per Truck	1	\$ 135.00
Ice Melt 50lb Bag	1	\$ 40.00
Ice Slicer Per ton	1	\$ 275.00

THANK YOU!



We appreciate the opportunity to present this proposal and look forward to partnering with you.

At Clever Landscaping, we are committed to delivering exceptional service, reliable communication, and lasting results that enhance your property's value and appearance.

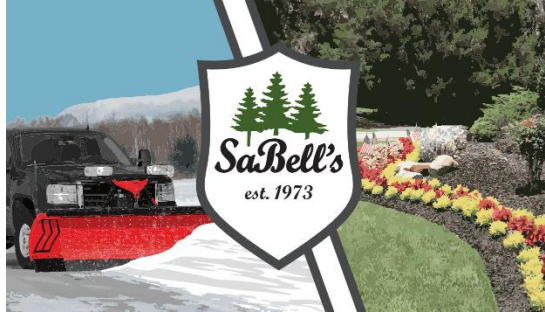
For questions or additional information, please contact:

Ashley Clabuesch

Director of Sales

Ashley@cleverlandscaping.com

720-236-6677



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

8 MONTH LANDSCAPE MAINTENANCE CONTRACT

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

October 12, 2026

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

I. GENERAL STANDARDS

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

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

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

II. SERVICE SPECIFICATIONS

A. TURF MAINTENANCE

1. Mowing

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

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

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

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

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

- c. Native grass areas are not specified in this contract will be considered field mowing.
- d. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
- e. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit mulching of clippings where possible and present a neat appearance.
- f. Grass catchers will be used only if there is a specific need and will be used at the discretion of Contractor. Excessive clippings will be removed from turf.

2. Trimming

- a. All turf areas inaccessible to mowing equipment will be trimmed as needed to maintain a neat appearance.
- b. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, etc. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.

3. Edging

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

4. Debris Removal

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

5. Turf Weed Control

- a. Regular removal of weeds from turf area, using either chemical or manual means to provide an essentially weed free turf, using either chemical or manual means.
- b. Contractor will apply 1 pre-emergent weed control with the first fertilizer application in the spring.
- c. Contractor will apply spot post-emergent spray applications to any additional broadleaf weeds in the turf if necessary up to 28 times.
- d. If thistle is detected, it will be treated immediately in accordance with State regulation. This service will be performed and billed at T&M rate.

6. Turf Fertilization/ Soil Treatment

- a. Contractor will fertilize sodded area 1 times per season. Contractor reserves the right to determine how applications are applied.

***Recommend Second Fertilization/Pre-emergent** (1) additional application of turf fertilizer and pre-emergent. **\$450.00 Int.** _____

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

B. LANDSCAPE PLANT MAINTENANCE

1. Bed Care

- a. All bed areas will be inspected at the beginning of the season to check for mulch conditions. If additional materials are required the Contracting Officer will be notified.

- b. One pre-emergent application of Treflan for rock bed areas will be performed in March or April.

***Recommend Second application** (1) additional application of Treflan **\$250.00**
Int._____

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

2. Tree and Shrub Care

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

C. IRRIGATION CONTROL AND MAINTENANCE

1. Activation

- a. Contractor shall activate the irrigation system on or before May 30th, depending on weather conditions.
- b. Visual checks for dry and wet spots will be completed weekly up to **28** times
- c. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. Contracting Officer will be kept informed of repair work being performed.

2. Regular Maintenance

- a. After the system is activated and operating, Contractor is responsible for monitoring the system by servicing dry or wet areas on a bi-monthly basis.
- b. Sprinkler service will be billed as performed on a T&M basis at \$85.00 per hour plus parts for repairs not covered by warranty. Parts will be billed out at list price plus 20%. Labor Helper billed at \$45.00 per hour.
- c. Contractor will assume responsibility and cost of repairing any damage to sprinkler system caused by Contractor negligence.
- d. Contractor shall keep water conservation in mind when maintaining and monitoring the sprinkler system. During extended cold or rainy periods, the irrigation controllers will be turned off. However, occasional rainstorms will not constitute adequate reason for turning off the controllers. Any adjustment to the timing of the controllers will be done at T&M rate. Contractor will be compelled to comply with all water restrictions in place but will apply for variances or permits available on behalf of the Contracting Officer. Fees for permits will be billed.
- e. The Landscape Contractor will be informed if other parties have access to irrigation controllers. If the controllers are adjusted or turned off by parties other than the Contractor's employees, Contractor must be notified to avoid possible damage to the landscape.
- f. Contractor shall not be held liable for any damages caused by malfunctions of the irrigation system, including, but not limited to: stuck valves, flooded basements, missing heads, broken lines, etc.
- g. Contractor shall not be held liable for damages to sprinkler heads that are improperly installed above grade and constitute a mowing hazard.

D. GENERAL MAINTENANCE

1. **Aeration** (1) treatment of sod during the spring.
 - 1a. **Second Aeration** (1) additional treatment of sod **\$450.00 Int.**_____
2. **Major spring clean-up** of entire site will be completed by May 15.
3. **Major fall clean-up** of entire site will be completed in October and November.

III. ADDITIONAL CHARGES

- A. **Winterization Of Sprinklers - Blowout Fall 2027 \$150.00**

B. Field Mowing - \$175.00 per hour with one way travel.

C. For any extra work not already outlined above, work will be completed at T&M rates.

Superintendent Rate: \$95.00/hour

Sprinkler Tech Rate: \$85.00/hour

Foreman: \$65.00/hour

Labor: \$45.00/hour

Materials: As required at list price plus 20%

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

IV. CONTRACT SPECIFICATIONS

A. **RENEWAL CONTINUATION:** The term of this agreement shall be for 8 months, Beginning **April 1, 2027** and continuing through **November 30, 2027**.

B. **SCHEDULING:** All work scheduling shall be at the discretion of the Contractor as to time, day, and month. Contracted items will be given priority over time and material, or extra work, in order to remain in keeping with established schedules.

C. **DELAY:** Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God, acts of Contracting Officer, weather conditions, acts of public utilities or any unforeseen items beyond reasonable control of the Contractor.

D. **ACTS OF GOD:** The Contractor assumes NO responsibility for and shall not be held responsible by the Contracting Officer for damages due to conditions beyond the Contractor's control. Such conditions include but are not limited to harsh weather, abnormally cold winter temperatures, snow damage, ice, melting snow, wind, fire, vandalism, theft, and previous Contractor's neglect or improper practices.

E. **MODIFICATIONS:** The general requirements, service specifications, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.

F. **LIQUIDATED DAMAGES:** The parties to this contract understand that should the contract be terminated prior to the final 25% of payment, Contractor shall be entitled to recover, as liquidated damages, 15% of the contract price. It is expressly intended by the

parties that this amount shall be liquidated damages and not a penalty and that it is recognized by each party to be a fair and equitable assessment of damages to be incurred by Contractor should said termination take place prior to the final 25% of the contract price being paid. Each party recognizes that said amount is reasonable. Should this contract be terminated at any time during the period within which the final 25% of the contract is being paid, then Contractor shall be entitled, as liquidated damages, for all the reasons set forth above to the remainder of the contract price to be paid as liquidated damages. Liquid damages will not incur if continual contract is cancelled between December 1st to March 1st to prevent hindering of early spring pre-emergent and cleanup work.

- G. TERMINATION WITHOUT CAUSE:** Either party may terminate this agreement without cause, by sending written notice to the other party at the respective address herein stated. Notice is to be given at least 30 days prior to the effective date of termination. Full payment for services performed or materials provided become due and payable on, or before, date of termination. In the event of pre-payment of services not performed or materials not provided, refund will be due and payable on, or before, date of termination. Termination by the client shall result in Contractor being entitled to payment of liquidated damages as set forth in Section F.
- H. TERMINATION FOR CAUSE:** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Officer's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Officer's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties, as specified herein." Contracting Officer may terminate this agreement for cause: (a) for lack of satisfactory performance or (b) for obvious gross negligence or neglect by the Contractor.
- I. REMEDIES:** It is expressly understood, however, that neither party may terminate this agreement without first notifying the other party, in writing, of the alleged breach and demanding that said breach be remedied with 10 days from said notice. If, after sending proper notice, the alleged breach is not remedied within the specified time, the non-breaching party may terminate this agreement upon 30 days written notice to the other party.
- J. NOTICES:** All notices required hereunder shall be in writing and shall be sent in the United States Mail, certified mail, return receipt requested, correctly addressed.
- K. ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or breach thereof shall be settled in accordance to the procedures of the Arbitration Committee of the Associated Landscape Contractors of Colorado, and judgment upon the

award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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

V. PAYMENT AND PRICING

THE TOTAL AMOUNT OF CONTRACT IS \$22,800.00

Contract payment period is to be **8** months at **\$2,850.00** per month, beginning on **April 1, 2027** plus any additional charges that may apply monthly, such as chemical applications, sprinkler repair, miscellaneous labor, etc. Bills will be submitted monthly and paid within 20 days of invoice. Interest will accrue on payments past due 30 days at 2% per month (24% per annum) on the total unpaid balance.

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

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

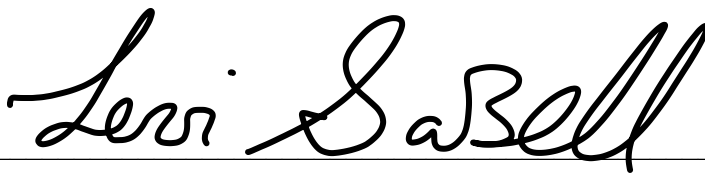
CONTRACTING OFFICER:

Representative

Title

Date

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



10/12/26

Levi SaBell — General Manager

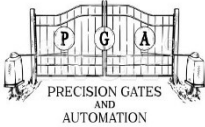
Date

QUOTE

Precision Gates and Automation

QUOTE #6056 REV. 3
DATE: 9/16/2026

Quote is valid through 2026



720-330-4734
erwinlorch.pga@outlook.com
www.pgagates.com

TO Forest Hills Metro District
2026 Preventative Maintenance

Description: Perform annual preventative maintenance as follows:

QUANTITY	PRODUCTS
1	Inspect all entry/exit swing gates and operators at Forest Hills community to ensure systems are functioning properly. Inspections include cleaning operators of built-up debris and dirt, assessing wear and tear to hinges, rollers, chains, wiring, etc. Testing all accessories and access controls to include telephone entry units, vehicle sensing loops and detectors, photo eyes, contact safety edges, fire department Knox switches, battery backups and IES sensors. All edge batteries to be replaced per each visit. \$1,000
16	LiftMaster 7-amp hour batteries to be replaced in all gate operators for Forest Hills entrance and exit, Summerwood and Eastwood gates. \$880
1	DoorKing MicroPlus/MicroClick receiver to replace existing receiver for Forest Hills gate. \$300
NOTE:	Any replacement parts needed or areas of concern found during the preventative maintenance inspection that are outside of warranty will be brought to the board's attention and quoted accordingly before proceeding. The Forest Hills gate has had several complaints of transmitters not working intermittently. Replacing the receiver is the most inexpensive and quickest option in the process of elimination. However, if problems continue, we recommend replacing the coax cable between the telephone entry unit and antennas located at the start of the island. FHMD would be responsible for coordinating a subcontractor to trench down the island and install conduit.

Total= \$2,180

A 50% deposit is required prior to the start of work.

This is a quotation on the goods named, subject to the conditions noted below:
Quote is based on current site conditions. Site visit is required prior to installation. Installation of all underground conduits is excluded. Installation of high voltage conduit and wiring is excluded. All private locates are excluded. All permits are excluded. Precision Gates and Automation offers a one (1) year workmanship warranty.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

S-T-R: Sec. 17-T4S-R70W	Grantor: Forest Hills Metropolitan District	SAP SN No: 15396725
County: Jefferson	Address/Intersection: A parcel east of 22261 Chippewa Lane, Golder, CO 80401	Reception No:
Division-City/Town: SEMR – Golden	Dist/HP Trans: Distribution	Surveyor: Kyle Walker
Division Agent: Cody Niehus	Contract Agent/Co: Dave Iadarola/39North	Survey Company: Topographic
LAT & LONG GPS: 39.701111° / -105.249961°		

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“**Easement**”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in a portion of Tract B of the Village Estates at Rive Chase Subdivision, in the Southwest Quarter of Section 17, Township 4 South, Range 70 West of the 6th P.M. in the following lands located in County of Jefferson, State of Colorado, the easement being described as follows (“**Easement Area**”):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and related communication facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company's rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials (“**Pre-Existing Wastes**”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Utility Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

Grantor warrants and represents that Grantor is the owner of the Easement Area and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Utility Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively "**Addendum**") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

[Remainder of page intentionally left blank. Signatures to follow]

Signed this _____ day of _____, 20____.

GRANTOR: FOREST HILLS METROPOLITAN DISTRICT

By _____

Printed Name: _____

Title: _____

Mailing Address:
1440 W. Colfax Ave. Suite 165
Lakewood, CO 80401

STATE OF _____)ss

COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as _____ of Forest Hills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

(Seal)

Notary Public

My Commission Expires:

EXHIBIT A UTILITY EASEMENT

Sheet 1 of 2

A parcel of land located in the southwest quarter (SW 1/4) of Section 17, Township 4 South, Range 70 West, of the 6th Principal Meridian, County of Jefferson, State of Colorado, being a portion of Tract B of the Village Estates at Riva Chase subdivision recorded at Reception Number 88096618 in the Jefferson County Clerk and Recorder's office, being more particularly described as follows:

Notes:

1. Basis of Bearings: The south line of the southwest quarter of Section 17, taken to bear N 88°36'40" E.
2. All lineal distances shown hereon are in U.S. Survey Feet.
3. This is not a monumented land survey.

Commencing at the south quarter corner of said Section 17;

Thence N 20°50'52" W, a distance of 1,790.75 feet to a point on the east line of a PSCO electric easement recorded at Reception Number 87007135, and the **Point of Beginning**;

Thence N 82°27'23" E, a distance of 38.14 feet;

Thence with a curve to the right, having a radius of 522.97 feet, a chord bearing of N 86°30'40" E, and a chord length of 73.96 feet, an arc length of 74.03 feet to a point of reverse curvature;

Thence with a curve to the left, having a radius of 477.00 feet, a chord bearing of N 86°30'41" E, and a chord length of 67.46 feet, an arc length of 67.51 feet to the end of said curve;

Thence N 82°27'23" E, a distance of 3.65 feet to a point on the east line of said Tract B;

Thence, along said east line, S 01°28'41" W, a distance of 23.29 feet to a point on the south line of said Tract B;

Thence, along said south line, with a curve to the right, having a radius of 499.96 feet, a chord bearing of S 83°02'08" W, and a chord length of 10.11 feet, an arc length of 10.11 feet to the end of said curve;

Thence, departing said south line, N 01°28'41" E, a distance of 13.13 feet to a point on the north line of a private access easement recorded at Reception Number 88096618;

Thence, along said north line, with a curve to the right, having a radius of 487.00 feet, a chord bearing of S 86°59'06" W, and a chord length of 60.84 feet, an arc length of 60.88 feet to the end of said curve;

Thence, continuing along said north line, with a curve to the left, having a radius of 512.97 feet, a chord bearing of S 86°30'40" W, and a chord length of 72.55 feet, an arc length of 72.61 feet to the end of said curve;

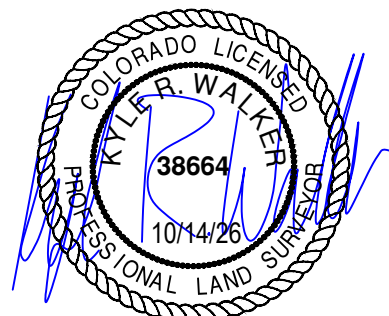
Thence, continuing along said north line, S 82°27'23" W, a distance of 34.80 feet to a point on the east line of said PSCO electric easement;

Thence, along said east line, N 26°03'11" W, a distance of 10.55 feet, to the the **Point of Beginning**.

As shown on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

Said parcel contains an area of 0.045 acre or 1,940 square feet more or less.

The author of this description is Kyle R. Walker, PLS 38664, prepared on behalf of Topographic Co., 520 Stacy Ct, Unit B, Lafayette, CO 80026, under job number 1021853, for Xcel Energy.



Kyle R. Walker, P.L.S. No. 38664

EXHIBIT A UTILITY EASEMENT

Sheet 2 of 2

SW 1/4
SEC 17
T4S R70W

LINE TABLE

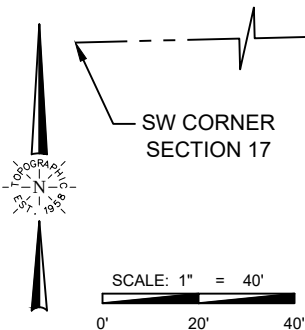
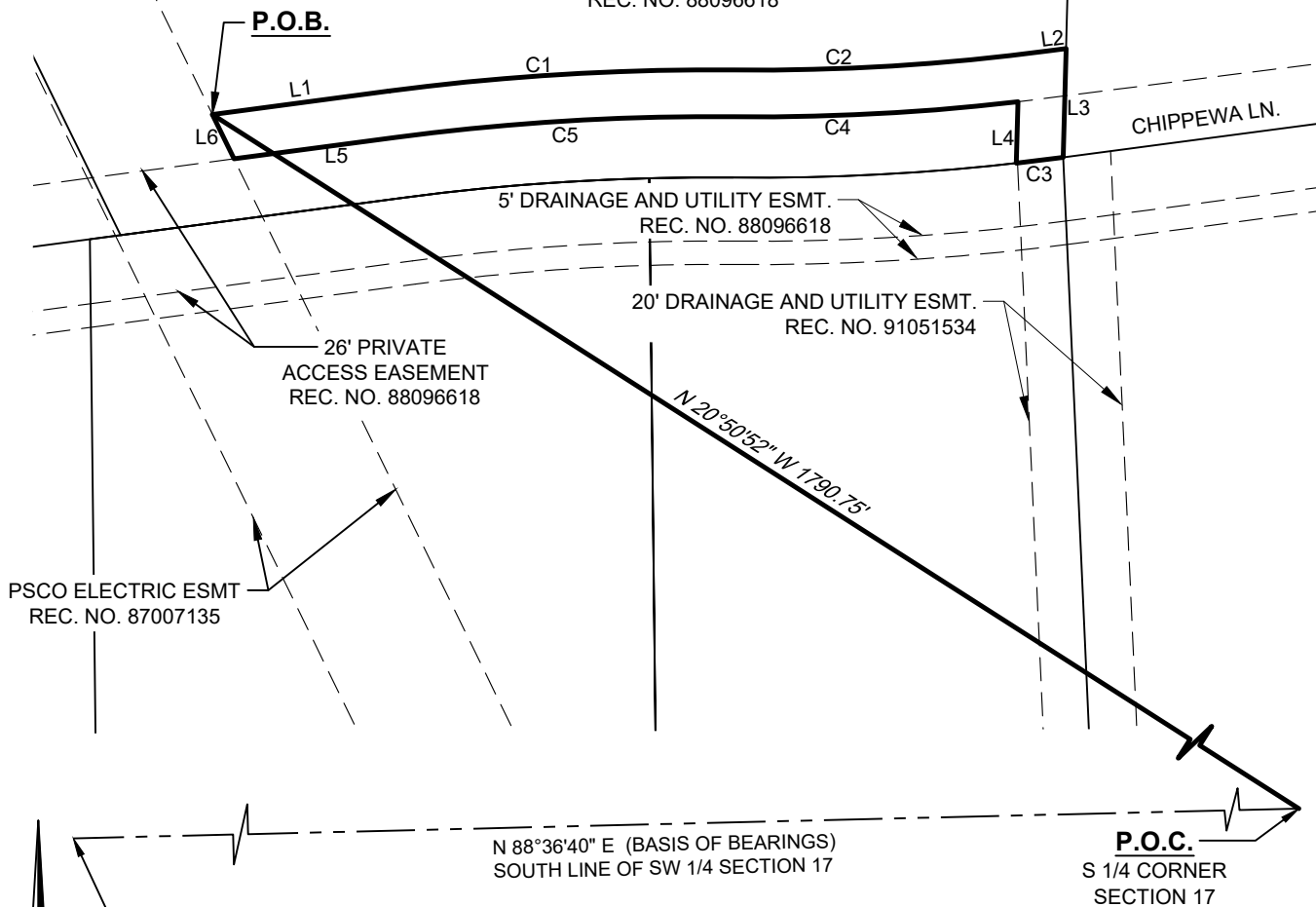
LINE	BEARING	DISTANCE
L1	N 82°27'23" E	38.14'
L2	N 82°27'23" E	3.65'
L3	S 01°28'41" W	23.29'
L4	N 01°28'41" E	13.13'
L5	S 82°27'23" W	34.80'
L6	N 26°03'11" W	10.55'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	522.97'	74.03'	73.96'	N 86°30'40" E
C2	477.00'	67.51'	67.46'	N 86°30'41" E
C3	499.96'	10.11'	10.11'	S 83°02'08" W
C4	487.00'	60.88'	60.84'	S 86°59'06" W
C5	512.97'	72.61'	72.55'	S 86°30'40" W

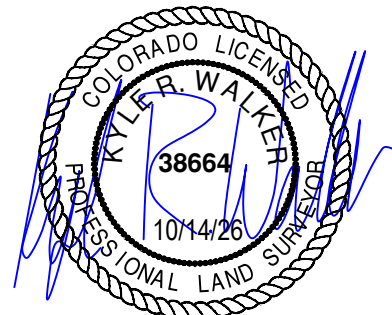
FOREST HILLS
METROPOLITAN DISTRICT
REC. NO. 90079903

TRACT B
VILLAGE ESTATES AT RIVA
CHASE
REC. NO. 88096618



NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
3. P.O.B. = POINT OF BEGINNING
4. P.O.C. = POINT OF COMMENCEMENT
5. THIS IS NOT A LAND SURVEY NOR A LAND SURVEY PLAT.



Kyle R. Walker, P.L.S. No. 38664

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
520 STACY COURT, UNIT B • LAFAYETTE, CO 80026
TELEPHONE: (303) 686-0379 • FAX (817) 744-7554
WWW.TOPOGRAPHIC.COM

JOB NO: 1021853

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