

Skyline Improvement and Service District

January 19, 2023

Meeting Agenda

Date: 1-19-2023

Time: 4:00 pm-6:00pm MST

Location: **Attendance via Remote Access** - <https://us04web.zoom.us/join>, ID: 301 092 4055

Called by: The Board of Directors

Agenda Topics

1. Review and approve Board minutes of 11-17-2022
2. Review and approve Board minutes of 12-15-2022
3. Changes to Agenda
4. Adoption of agenda
5. Public comment on items not appearing on agenda
6. Correspondence received by District office
7. Review 6-month November actuals vs. full year FY 2022-2023 final budget, recommended budget adjustment
8. Review December 31, 2022 Treasury Report, recommended transfer of reserve funds to WGIF
9. Approve payment of invoices
10. Set date for Town Hall regarding Skyline Water System Improvements.
11. Discussion and vote of contract with Nelson Engineering to prepare bid documents for Water Meter Project
12. Discussion and vote on revised contract with Nelson Engineering to prepare bid documents for the Chipseal Project
13. Discussion of proposed amendment of Article V of the Skyline Regulations for Water Use
14. Next Board meeting -Thursday, February 16, 2022
15. Adjournment

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January 5th, 2023

23-010/JK

Skyline Ranch ISD
Jackson, WY
via email: office@skylineranchisd.com

ATTN: Kurt Harland, ISD Board Chair

RE: Skyline Residential Water Meters Project

Dear Kurt:

Based on your request, Nelson Engineering (NE) is pleased to provide the following proposal for the Skyline Residential Water Meters Project.

PROJECT DESCRIPTION

Based on our understanding and in accordance with SRF requirements, the project comprises professional services for development of a project manual including contract documents, specifications and details for the purposes of bidding and contracting with a plumber for replacement of existing residential water meters in Skyline Ranch. The project also includes implementation of an automatic meter reading (AMR) system.

SCOPE OF SERVICES

NE will perform the following scope of services.

Project Manual:

16. Organize a project kick-off meeting to introduce the project team, review objectives, and refine schedule. Discuss requirements for new meters, the AMR system and installation.
17. Coordinate with Mountain Property Management and Clearwater Operations requirements for meter replacement at each residence, as well as obtain contact information for entry to each residence.
18. Develop project drawings with details for meter replacement in each home. It is understood that this project is solely for meter replacement; homeowner's will be notified and made responsible for replacement/installation of backflow preventors and pressure tanks when required.
19. Assemble a Project Manual (PM), including meter replacement details and specifications. NE will develop a meter installation checklist to include within the PM that the plumbing contractor will be required to fill out during meter installation at each residence; photo(s) of installation will be required.
20. Include SRF bidding and contract requirements within the PM.



Bidding:

1. Advertise the project for bidding.
2. Coordinate, schedule and attend a pre-bid conference with Skyline ISD and potential contractors.
3. Answer RFIs and issue addenda as necessary.
4. Coordinate, schedule and attend a bid opening.
5. Assist Skyline Ranch ISD with review of bids and contractor selection.
6. Assist with awarding the project and executing the contract. Coordinate awarding the contract with SRF.

Meter Replacement:

1. Review and process meter and AMR submittals provided by Plumbing Contractor. Address any deviations with Skyline Ranch ISD as required.
2. Coordinate with Skyline Ranch ISD, Clearwater Operations, Mountain Property Management, and the Plumbing Contractor requirements for residential meter replacement.
3. Review meter installation checklists provided by Contractor for completion and note issues found during installation. All issues (faulty equipment, need of backflow prevention or pressure tank, etc.) will be presented to Skyline Ranch ISD to address with each homeowner.
4. Process pay applications, change orders, field orders and work change directives as required.
5. Coordinate and assist with AMR system training.
6. Prepare and issue project completion documents including final pay application, punch list and 41-day advertisement. Coordinate project completion with SRF.

FEE AND PAYMENT TERMS

Nelson Engineering (NE) will perform the scope of services described above on a time-and-materials basis up to a not to exceed maximum fee of \$18,000.

Approximate Fees Based on Phases of Work Include:

Project Manual	\$5,000
Project Bidding	\$2,500
Meter & Meter Read System Installation	\$8,500

The amounts for each task are estimates only. The not to exceed maximum fee is controlling.

You will receive monthly billings with progress reports for work in progress based upon actual labor and reimbursable costs incurred. Project Team staff Charge Rates and Reimbursable Expenses are attached for reference as Exhibit A. Filing or Application Fees, if paid by Nelson Engineering, will be

billed as separate reimbursable expenses in accordance with our Rate Schedule.

This financial arrangement is based upon the prompt payment of our bills and orderly, continuous progress of the project. Nelson Engineering reserves the right to stop work if invoices remain unpaid 60 days past the date of the invoice. Past due invoices will be charged finance charges in accordance with the terms set forth in the General Provisions to Agreement attached as Exhibit B.

ADDITIONAL SERVICES

If services in addition to the proposed scope of services become necessary, Nelson Engineering will perform such services on a time-and-materials basis or for an agreed upon lump sum fee. If additional services become necessary, we will discuss the services with you, and require your approval before proceeding.

PERFORMANCE SCHEDULE

Nelson Engineering will begin the scope of services promptly after receipt of your acceptance of this proposal. We will complete the described services in accordance with the performance schedule below.

Project Manual	March 2023
Bidding	April 2023
Meter & Meter Read System Installation	May/June 2022

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the completion dates and of our compensation, taking into consideration the impact of such a delay including, but not limited to, reallocation of staff and changes in price indices and pay scales applicable to the period when services are in fact being rendered. Additional services, if requested, can be considered just cause for Nelson Engineering to renegotiate the date for completion of the services.

CLIENT RESPONSIBILITIES

As the Client, you agree to provide Nelson Engineering with all pertinent and available project information and to promptly inform Nelson Engineering of any changes in the work that pertain to our scope of services. Additional Client Responsibilities are set forth in the attached General Provisions.

AGREEMENT

This proposal can serve as an agreement for services. This proposal, Exhibit A, and Exhibit B represent the understanding between you and Nelson Engineering with respect to the project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing in the space provided below and returning a copy to us as soon as possible.

We appreciate the opportunity to submit this proposal and to be of service to you. Please call us if you have any questions.

Sincerely,



Josh Kilpatrick, PE
Project Manager PH:
307-690-086
Email: jkilpatrick@nelsonengineering.net

Encl.

Agreement Accepted by:

(Client - Printed Name)

(Signature)

(Date)

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January 5th, 2023

23-010/JK

Skyline Ranch ISD
Jackson, WY
via email: office@skylineranchisd.com

ATTN: Kurt Harland, Skyline Ranch ISD Board Chair

RE: Skyline Chipseal Project Proposal

Dear Kurt:

Based on your request, Nelson Engineering (NE) is pleased to provide the following proposal for professional services to administer the Skyline Chipseal project.

PROJECT DESCRIPTION

Based on our understanding the project comprises professional services for development of a project manual including contract documents, specifications and details for the purposes of bidding and contracting for completion of asphalt repairs, crack sealing and chip sealing of asphalt roadways within the Skyline Ranch Subdivision.

SCOPE OF SERVICES

NE will perform the following scope of services.

Project Manual:

21. Develop project drawings with map of subdivision and details for asphalt repair and maintenance.
22. Complete a project cost estimate for SRISD review. Winter conditions limit inspection for road repairs, therefore NE anticipates some quantities for repair will be estimated under the direction of Skyline Ranch Improvement and Service District (SRISD).
23. Assemble a Project Manual (PM) comprising contract documents, specifications and drawings for bidding purposes. The PM will closely resemble the manual developed for the 2016 chip seal project.

Bidding:

- Advertise the project for bidding.
- Coordinate, schedule and attend a pre-bid conference with SRISD and potential contractors.
- Answer RFIs and issue addenda as necessary.
- Coordinate, schedule and attend a bid opening.



- 7. Assist SRISD with review of bids and contractor selection.
- 8. Assist with awarding the project and executing the contract.

Construction:

- 1. Review and process submittals, RFIs and pay applications for the project. Process change and field orders as required.
- 2. Provide an onsite representative in order to verify quantities for payment and ensure methods of road repair and maintenance are consistent with contract requirements.
- 3. Prepare and issue project completion documents including substantial completion, punch list, 41-day advertisement and final pay application.

FEE AND PAYMENT TERMS

Nelson Engineering (NE) will perform the scope of services described above on a time-and-materials basis up to a not to exceed maximum fee of \$9,500.

Approximate Fees Based on Phases of Work Include:

Project Manual	\$3,000
Project Bidding	\$2,500
Construction	\$4,000

The amounts for each task are estimates only. The not to exceed maximum fee is controlling.

You will receive monthly billings with progress reports for work in progress based upon actual labor and reimbursable costs incurred. Project Team staff Charge Rates and Reimbursable Expenses are attached for reference as Exhibit A. Filing or Application Fees, if paid by Nelson Engineering, will be billed as separate reimbursable expenses in accordance with our Rate Schedule.

This financial arrangement is based upon the prompt payment of our bills and orderly, continuous progress of the project. Nelson Engineering reserves the right to stop work if invoices remain unpaid 60 days past the date of the invoice. Past due invoices will be charged finance charges in accordance with the terms set forth in the General Provisions to Agreement attached as Exhibit B.

ADDITIONAL SERVICES

If services in addition to the proposed scope of services become necessary, Nelson Engineering will perform such services on a time-and-materials basis or for an agreed upon lump sum fee. If additional services become necessary, we will discuss the services with you, and require your approval before proceeding.

PERFORMANCE SCHEDULE

Nelson Engineering will begin the scope of services promptly after receipt of your acceptance of this proposal. We will complete the described services in accordance with the performance schedule below.

Project Manual	February, 2023
Bidding	March, 2023
Construction	July/Aug. 2023

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the completion dates and of our compensation, taking into consideration the impact of such a delay including, but not limited to, reallocation of staff and changes in price indices and pay scales applicable to the period when services are in fact being rendered. Additional services, if requested, can be considered just cause for Nelson Engineering to renegotiate the date for completion of the services.

CLIENT RESPONSIBILITIES

As the Client, you agree to provide Nelson Engineering with all pertinent and available project information and to promptly inform Nelson Engineering of any changes in the work that pertain to our scope of services. Additional Client Responsibilities are set forth in the attached General Provisions.

AGREEMENT

This proposal can serve as an agreement for services. This proposal, Exhibit A, and Exhibit B represent the understanding between you and Nelson Engineering with respect to the project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing in the space provided below and returning a copy to us as soon as possible.

We appreciate the opportunity to submit this proposal and to be of service to you.
Please call us if you have any questions.

Sincerely,



Josh Kilpatrick,
PE Project Manager
PH: 307-690-086
Email: jkilpatrick@nelsonengineering.net

Agreement Accepted by:

(Client - Printed Name)

(Signature)

(Date)

Proposed Revisions to Article V Skyline Regulations or Water Use, V2

ARTICLE V WATER METERS AND BACKFLOW PREVENTERS

5.1 Meters and Irrigation Backflow Preventers Required. All water delivered to the Premises of a User shall be metered. ~~and such meter shall be purchased and installed by User at User's sole cost and expense.~~ In the case water is delivered to the Premises of a User by more than one water service line, each water service line shall be separately metered. All irrigation systems shall have a separate backflow preventer to protect the water supply. The purpose of the water meter and backflow preventer is to (1) set User fees to reflect actual water use and (2) prevent contamination of water supply. Water meters, **water meter yokes and water meter accessories** shall conform to the most current **American Water Works Association (AWWA) standards,** the International Building and Plumbing Codes and/or other applicable rules and regulations of the District and the State of Wyoming. The District may determine that certain building or water use applications require a certified hazard classification in order to determine the need for and the type of backflow preventer and required testing and inspection intervals. Users shall reimburse the District for costs to perform any required certified hazard classification. Users may be required by the District to install non-irrigation related backflow preventers to prevent potential contamination of the District water supply, which shall be installed at the User's sole cost and expense. If a User desires or is required to replace or add a meter, such User must purchase a District- approved meter, and such meter shall be installed, and any backflow preventer, shall be installed in accordance with current international plumbing codes.

5.2 Ownership of Meters and Backflow Preventers, and Related Equipment. Water meters **and radio-read units supplied to Users by the District shall be owned by the District. Water meter yokes, backflow preventers, expansion tanks and other related equipment shall be owned by the User.** ~~unless required by law to be owned by the District or other entity.~~

5.3 Location and Installation. Except as otherwise provided herein, all water meters installed upon any Premises served by the District shall be located **after the curb stop** and installed inside ~~the boundary line of the Premises and a District accepted~~ **easement in a frost proof meter vault,** in the basement, crawlspace, utility room or other accessible frost-proof area of a **the Users** building ~~on the Premises.~~ A representative from

the District may recommend the location and method of installing such meters, backflow preventers and expansion tanks, and the District shall not be responsible or liable for damages resulting from the location and installation of such devices. The User agrees to protect and hold the District harmless from claims for such damage if the installation is performed by the District and done in a commercially reasonable and workman-like manner.

5.4 Maintenance and Repairs. The User shall perform normal maintenance of meters. **water meter yokes**, backflow preventers, expansion tanks and other related equipment to ensure proper performance. Any cost of repair, testing, or replacement of any meter, **water meter yoke**, backflow preventer, expansion tank or other related equipment shall be borne by, and charged to, the User. **Water meter battery replacement is the User's responsibility.**

5.5 User to repair, relocate, etc., pipes and fixtures where necessary for meter operation. User, at his/her own expense and in a manner satisfactory to the District, is required to maintain, repair, replace, reconstruct, or relocate the water lines and plumbing fixtures so that all water furnished to and used within the boundaries of the Premises, including for irrigation purposes, passes through and is measured and recorded by a meter.

5.6 Inspections. Water meters, backflow preventers and expansion tanks are subject to inspection by the District. The District may assess a reasonable charge for each inspection of a meter and/or backflow preventer.

5.7 Periodic reading and record of water consumption – Failure of District to obtain meter readings shall not affect payment obligations of User.

a. The District requires each User to read his/her meter, and report such reading to the District at such intervals as determined by the District. The District shall keep a proper record of the water consumption by each User. However, failure of the District to obtain meter readings shall not be deemed to be a waiver upon the part of the District of any obligations of payment upon the part of the User.

1. The District requires each User to provide one close-up photo of the meter as currently installed, which clearly shows the make/model of the meter and the meter reading.

2. If a meter is difficult to access, meters with remote readouts are available at the User's expense, including installation.

b. If a meter is not read and reported at the interval determined by the District for any reason, the water billing for that period may be based upon an estimate by the District and the billing shall be adjusted at the time of the next meter reading and will include non-refundable administrative fees plus meter-not-read fees as outlined in the District's rate schedule.

5.8 Right of entry for purposes of installation, reading, inspecting, testing, etc.-- Failure to allow entry. At any time during reasonable working hours, agents of the District shall have the right to enter upon and return from the Premises upon which a water meter

and/or backflow preventer is located or required for the purpose of reading, inspecting, testing, or adjusting such meter or backflow preventer. In the event such entry is refused, or in the event such owner or occupant does not contact the District and arrange to allow agents of the District to enter upon and return from such Premises within ten (10) days after written request to make such entry, the District shall have the right to shut off the water to such Premises without further notice to the User.

5.9 Defacing, tampering with, injuring, etc. – Estimated charges for months when meter fails to register correctly.

a. It is unlawful for any person to deface, injure, loosen, take apart or otherwise tamper with any water meter, to adjust or to attempt to adjust the same to reduce the reading thereof, to divert water around such meter, or to attempt in any other manner whatsoever to interfere with the correct reading by such meter of the total amount of water furnished to the Premises where such meter is installed.

b. If, in the opinion of the Board, any meter has been tampered with, the quantity of water delivered during the month such meter failed to register correctly by reason of such tampering, or for which no reading was obtained, shall be determined by the District by using an average of the previous three (3) years water usage for the same period to determine normal billing, or if such records are not available, by a good faith estimate of the District, which shall be charged to the User. The District may also impose a penalty charge not to exceed \$5000.00 against any User for tampering with a water meter. Upon repetition of such offense, the District may, at its option, stop the delivery of water to the Premises of the User.