

**WHEATLANDS METROPOLITAN DISTRICT
REGULAR MEETING**

Wheatlands Clubhouse - 6601 S. Wheatlands Parkway, Aurora, Colorado
May 12, 2022, at 6:00 p.m.

www.wheatlandsmetro.org

Paulette Martin, President	Term to May 2023
Kathy Barela	Term to May 2025
Rodney DeWalt	Term to May 2023
Sameer Bhatnagar, Assistant Treasurer	Term to May 2023
Brooke Holliman	Term to May 2025

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/ Reaffirmation of Disclosures
3. Approval of Agenda
4. Consider Election of Officers
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.
6. Consent Agenda –The items listed below are a group of items to be approved with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda upon request of any Board member.
 - a. Approval of Minutes from April 14, 2022 Regular Meeting
 - b. Approval/Ratification of Claims Paid in the amount of \$43,709.92
 - c. Approval of 2022 Updated Clubhouse Rental Agreement
 - d. Approve Change Order No. 1 to Construction Contract with Richdell Construction, Inc.
 - e. Approve Stormwater Maintenance Agreement with the City of Aurora, acting by and through its Utility Enterprise (Tract F, Filing No. 4; Tract C, Filing No. 6; and Tract B, Filing No. 12)
7. Covenant Enforcement/Design Review
 - a. Architectural Review and Covenant Enforcement Reports
 - b. Discuss Updates to Residential Improvement Guidelines
8. Financial Matters
 - a. Review Unaudited Financial Statements for the period ended March 31, 2022
 - b. Other Financial Matters
9. Landscape Maintenance
 - a. Review Landscape Maintenance Report and Status of Approved Work Orders
 - b. Review and Consider Approval of Work Orders/Proposals
 - c. Other Landscape Maintenance Matters

10. Legal Matters
 - a. Other Legal Matters
11. District Management
 - a. District Manager's Report
 - b. Review and Consider Approval of Work Orders/Proposals
 - i. Submeter for Association Water Usage Tracking – Cox Estimate
1506
 - c. Consider Request for Seasonal Permit for Park Usage
 - d. Discuss Safety and Loss Grant Allocation
 - e. Discuss Sponsorship Policy
 - f. Aurora Y program Revenue Breakdown
 - g. Other District Management Matters
12. Capital Projects
 - a. Wheatlands Park Phase II – Update
13. Director's Items
 - a. SARIA – Confirm Appointment to SARIA Board
 - b. WPRA Recreation Facility - Confirm Appointment to SARIA Board
 - c. Review and Discuss Board Emails Received (board@wheatlandsmetro.org)
 - d. Other Director Items
14. Other Business
15. Adjourn

2022 Regular Meetings	Location
Second Thursday of each month @ 6:00 p.m.	Wheatlands Clubhouse, 6601 S. Wheatlands Parkway, Aurora, Colorado

MINUTES OF A REGULAR MEETING OF THE BOARD OF
DIRECTORS

OF

WHEATLANDS METROPOLITAN DISTRICT

Held: April 14, 2022 at 6:00 p.m., via teleconference.

Attendance

A regular meeting of the Board of Directors of Wheatlands Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following Directors, having confirmed their qualification to serve, were in attendance:

Kathy Barela
Paulette Martin
Sameer Bhatnagar
Jody Detmer

Brooke Holliman was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were Clint C. Waldron, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Rick Gonzales, Marchetti & Weaver, District Accountant; Sharon Suzle, AMI - Advanced Management, LLC; Isabell Rodau, YMCA, District Manager; and, Kevin Cox, Cox Landscaping.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

Disclosure Matters

Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Agenda

The Board reviewed the agenda. Following discussion, upon motion duly made and seconded, the Board unanimously approved the agenda, as amended.

Public Comment

Mr. Cline requested to use the Wheatlands Community Park or small park adjacent to the clubhouse for a fitness camp. The Board requested Mr. Cline complete the park reservation forms on the website and submit them for review and approval.

A homeowner noted that not all of the approved color schemes for house painting match with the existing stone or brick. She wanted to know if the Board could use a paint specialist to help select color schemes for the community. The Board noted the color palette was selected with the assistance of a paint specialist. The homeowners also expressed concern with the amount of vehicle theft occurring in the neighborhood, but wasn't sure whether security cameras or license plate readers would be effective, and isn't sure of a resolution. She also discussed a more active neighborhood watch system. Ms. Rodau provided background on what the District has looked at and discussed as far as cameras and neighborhood watch. The homeowner expressed interest in working with Ms. Rodau on the neighborhood watch program.

Consent Agenda

The Board reviewed the items on the consent agenda. Mr. Waldron advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were removed from the consent agenda. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified and adopted:

- Approval of Minutes from March 10, 2022 Regular Meeting
- Approval/Ratification of Claims Paid in the amount of \$109,707.25
- Approval of Fifth Amendment to Independent Contractor Agreement with Cox Professional Landscape Services, LLC (Landscape Maintenance and Snow Removal) (to add additional site policing/trash pickup)

**Covenant Enforcement /
Design Review**

Review Architectural Review
and Covenant Enforcement
Reports

Ms. Suzle reviewed the operations summary and executive summary reports with the Board. She noted there have been a lot of home paint color change requests. The Board discussed

how to expedite the paint approval process, noting that the review process has been tedious as individuals are not submitting all of the required paperwork or using approved paint schemes. Ms. Suzle will direct homeowners to the approved paint schemes, and a reminder will be sent out in the newsletter.

Discuss Updates to
Residential Improvement
Guidelines

Ms. Suzle provided an update on the Residential Improvement Guidelines. After a review of the map and Board discussion, the Board determined to have the District provide snow removal in front of the mailbox kiosks, and to revise the guidelines accordingly. Ms. Suzle will research who is responsible for maintenance of the actual mailbox kiosks, the District or USPS, and provide the information to the Board.

Financial Matters

Review and Consider
Acceptance of Unaudited
Financials for the period
ended February 28, 2022.

Mr. Gonzales reviewed the February 28, 2022 unaudited financial statements with the Board. Following discussion, upon a motion duly made and seconded, the Board accepted the financial statements.

Discuss 2021 Audit

Mr. Gonzales reviewed the draft 2021 audit report with the Board. Following discussion, upon a motion duly made and seconded, the Board accepted the draft 2021 audit report.

Other Financial Matters

None.

Landscape Maintenance

Review Landscape
Maintenance Report /Status
of Approved Work Orders

Mr. Cox reviewed the landscape monthly status report with the Board. He noted that April has been busy with spring start-up activities. The detention ponds will also be cleaned this month.

Review and Consider
Approval of Work
Orders/Proposals

Mr. Cox discussed upgrading the irrigation controllers from 3G to 4G. The controller company will pay for the product, but the District will need to enter into a 3 year subscription plus labor, at a cost of nine thousand six hundred thirty two dollars (\$9,632.00). Following discussion, upon a motion duly made and seconded, the Board approved the work orders and proposals.

Discuss Landscape
Maintenance and Irrigation
along E. Smoky Hill Road
from S. Wheatlands Parkway
to S. Ider Street

The Board discussed the landscaping and irrigation along E. Smoky Hill Road from S. Wheatlands Parkway to S. Ider Street that is the responsibility of the HOA. The Board would like to enter into a license agreement to maintain the trees behind the S. Ider St. monument.

Mr. Cox will provide a proposal to Ms. Rodau for the sub-meter for the Smoky Hill landscaping irrigation that is the responsibility of the HOA.

Discuss Snow Removal Map	The Board discussed the landscape maintenance map. Director Barela will discuss the map with Mr. Cox and provide an updated map to the Board.
--------------------------	---

Other Landscape Matters	None.
-------------------------	-------

Legal Matters

May 2022 Election Update	Mr. Waldron provided an update to the Board on the May 3, 2022 election.
--------------------------	--

Review and Consider Approval of Consent to Transaction Based Conflict of Interest with Respect to the Issuance of Bonds by the South Aurora Regional Improvement Authority	Mr. Waldron discussed the proposed consent with the Board, and advised them that as he is not independent with respect to the consent, the Board should consider having independent counsel review the consent. The Board declined. Following discussion, upon a motion duly made and seconded, the Board approved consent to Transaction based conflict of interest with Respect to the Issuance of Bonds by the South Aurora Regional Improvement Authority.
--	--

Review and Consider Special Bond Fee Disclosure for Services in Connection with the Issuance of Bonds by the South Aurora Regional Improvement Authority	Mr. Waldron reviewed with the Board. He stated that as he is not independent with respect to the Bond Fee Disclosure, the Board is advised to have independent counsel review. The Board declined. Following discussion, upon a motion duly made and seconded, the Board approved the special bond fee disclosure for services in Connection with the Issuance of Bonds by the South Aurora Regional Improvement Authority.
--	---

District Management

District Manager's Report	Ms. Rodau reviewed the management report with the Board.
---------------------------	--

Review and Consider Approval of Work Orders/Proposals	None.
---	-------

Other District Management Matters	The Board discussed amending the clubhouse rental contract violation amounts. Ms. Rodau will revise the agreement and it will be added to the next agenda.
-----------------------------------	--

Capital Projects

Wheatlands Park Phase II – Update	Mr. Waldron noted the notice to proceed was issued today, and Architerra let him know that construction is scheduled to begin in the next couple of weeks. The committee (Director Detmer and Director Holliman) provided an update on the preconstruction meeting.
-----------------------------------	---

WPRA Recreation Facility	Mr. Cox provided an update on the YMCA irrigation system. He stated the irrigation consultant, Hydro Systems, is putting together a proposal to utilize the District’s landscape water rather than the YMCA’s domestic water. Mr. Cox will confirm who is responsible for the irrigation start-up at the YMCA. The Board also discussed marketing and asked that a membership report be provided.
--------------------------	---

Discuss Letter of Support for City of Aurora’s ACOS Grant for the Murphy Creek Trail Extension and Consider Financial Contribution	The Board discussed the project and the letter of support, and the financial contribution the board would like to make towards the project. The Board determined to evaluate a potential financial contribution at a future meeting.
--	--

Director’s Items

Review and Discuss Board Emails Received	None.
--	-------

Other Director Items	None.
----------------------	-------

Other Business	None.
-----------------------	-------

Adjourn	There being no further business to come before the Board, upon motion, second and unanimous vote, the meeting was adjourned.
----------------	--

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved the 12th day of May, 2022.



For Internal Use Only

Last Name: _____

Date of Event: _____

Deposit: _____

Payment Shredded Date: _____

Resident Application for Facility Use

****If you are not a resident of Wheatlands please call for availability and pricing 720 274 5759 ****

Facility will be booked no more than 6 months in advance.

Applicant Name: _____

Applicant Address: _____ State: _____ .Zip: _____

Daytime Phone#: () _____ Alt/Cell: () _____

Email: _____ Contact Person On-Site: _____

Date Requested: _____ Purpose of Rental: _____

Facility Requested: _____ **Will Alcohol Be Present:** ☐ Yes ☐ No **Est. Attendance:** _____ (Max. Persons: 143)
(Security is required for a 4 hour minimum time if alcohol will be present or estimated attendance is more than 75 or both)

Clubhouse Deposit: \$250 (Early arrival or late departure from the Clubhouse (exceeding 15 minutes of the reserved time) may result in forfeiture of \$125 of the Clubhouse Deposit)

Fee: \$75 for 3 hours, \$25 each additional hour (3 hour minimum) (hours available: 6am to midnight)

Time: From _____ am/pm To _____ am/pm

Inclusive of set-up & clean-up time Please Note: Two trash bags will be provided. Additional trash bags, cleaning supplies, (such as disinfectant spray or wipes), and HDMI cord for projector & any other AV attachments are not provided.

_____ **Hrs Security Fee \$25/hour**

This Security Fee is an additional fee if alcohol is being served or over 75 people or both (this fee covers the security guard hired for a minimum of 4 hours)

Total \$ _____ **Hours needed for security** _____ **to** _____
(Payment is due 21 days before event on the business day)

Tables and Chairs available during your rental include: Six-72" round tables, Two-8ft and 3- 6ft banquet tables and 70 folding chairs.
(table cloths and chair covers not available)

Required to be submitted with application:

- ☐ Completed Application
- ☐ Rental Fee- **Credit Card or check made payable to YMCA of Metropolitan Denver (Payment is due 21 days before event on the business day)**
- ☐ Deposit- **Mastercard, Visa and Discover – no checks or money orders)**

Email completed paperwork to: email wheatlandsdistrict@denverymca.org. Or bring to YMCA at Southlands 6295 S Main St. Aurora CO, 80016 PHONE: 720-274-5759

Wheatlands Clubhouse physical address: 6601 S Wheatlands Parkway, Aurora, CO 80016; 720-870-9297; for facility access for emergency only, call 720-810-7310.

INDEMNIFICATION/WAIVER OF LIABILITY: Applicant, its successors and assigns, assumes all liability and risk and will defend, indemnify and hold harmless the Wheatlands Metropolitan District (the "District"), the District's directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys' fees, caused by, resulting from, or in any way arising out of the use of the District's Clubhouse by the applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

Signature: _____ **Date:** _____



Clubhouse Rental Agreement

This Clubhouse Rental Agreement ("Agreement") is made this _____ day of _____, 20____ by and between Wheatlands Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and _____ (the "Rental Party") for use of the clubhouse on _____.

____ (initial) 1. Availability. District sponsored programs and activities have priority of use of the Clubhouse; therefore consecutive nightly, weekly or monthly usage may not be available. The Rental Party represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the Rental Party's right to use the clubhouse for this event is subject to: (a.) The District's Rules and Regulations, (b.) being in good standing with the District at the time this Agreement is signed, and at the time of the event, and (c.) prior reservations. The Rental Party must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present. **Early arrival or late departure (exceeding 15 minutes of the reserved time) may result in forfeiture of \$125 of the Clubhouse Deposit.**

____ (initial) 2. Security. **Security personnel are required for all rentals during which seventy-five (75) or more persons will be in attendance or if alcohol will be present or both. No exceptions will be granted.** If security personnel are required, the Wheatlands Metropolitan District will obtain a contract for the services with a security provider, and Rental Party will be responsible for all costs related thereto. **The penalty for violating this provision is a \$250 fine.**

____ (initial) 3. Reservations/Cancellation. Reservations will not be considered final until approval is granted and the appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first come first served basis. It is not guaranteed that a requested date will be available. **Functions may be cancelled without penalty by the Rental Party by sending written notice to District staff no less than fourteen (14) days in advance.** The penalty for cancellation of a function less than fourteen (14) days in advance is a forfeiture of the Rental Fee. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full Deposit and the full Rental Fee (as shown on the Application for Facility Use (the "Rental Application")) to the Rental Party.

____ (initial) 4. Use of Clubhouse. The Rental Party shall have exclusive use of the clubhouse during the Rental Period, for the sole purpose of staging the event as described in the Rental Application. Only the kitchen, main room, and restrooms (the "Clubhouse") are reserved under this Agreement. The pools, grills, patio, play-area, and office area are not reserved under this Agreement and may be used by homeowners on a first-come, first-served basis. **Unauthorized use of the areas other than the Clubhouse may result in forfeiture of some or all of the Deposit.**

____ (initial) 5. Set Up/Cleaning. The Rental Party is responsible for all set up, take down, and clean-up of the Clubhouse during the booked rental times. **No tape, command strips, staples, thumbtacks, push pins, nails or screws are allowed to be fastened to any District facility at any time. No balloons, rice, birdseed, or confetti are permitted.** Upon conclusion of the event, the Rental Party agrees to leave the Clubhouse in its pre-event condition, including but not limited to removal and proper disposal of all decorations, supplies, and trash. The Rental Party agrees to remove trash from the Clubhouse and dispose of trash in the trash receptacle in the parking lot. The Rental Party agrees to disinfect all folding tables and chairs with disinfecting wipes or spray (provided by Rental Party) after use and prior to storage. Rental Party is

responsible for standard interior and exterior cleaning to return the Clubhouse in their pre-event condition, including vacuuming, surface cleaning, mopping hard floors, cleaning the kitchen and refrigerator, and restrooms, as necessary.

____ (initial) 6. Equipment and Furniture Use. The Rental Party agrees return all equipment and furniture to their proper storage locations, as applicable. The Rental party agrees not to move the heavy furniture, including the wooden dining table and the seating area couches and coffee table. The seating area in front of the fireplace and cocktail tables and chairs by the doors may be moved.

- a. The microphone and remote must be left in the clubhouse and returned after your rental. The Rental Party will be charged to replace these items if they cannot be found after your rental.

____ (initial) 7. Unauthorized Use/Tampering. The Rental Party acknowledges and agrees that no unauthorized person or entity shall use, alter, or disturb the Districts' facilities, the Clubhouse, its equipment, or furniture without the District's prior written consent. The Rental Party, including his or her family, guests, employees, invitees or third parties, shall not maliciously, willfully, or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the Districts' facilities the Clubhouse, its equipment, or furniture. Any Person who violates this paragraph shall be prosecuted to the full extent of Colorado law. The District shall be entitled to apply the full Deposit or any portion thereof to costs for any damage that occurs in violation this paragraph.

____ (initial) 8. Condition of Clubhouse. A Rental checklist is to be completed by the Rental Party. The Rental Party is responsible to report any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. The Rental Party agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, a District representative will perform an inspection of the Clubhouse. Rental Party acknowledges receipt of checklist, by signing and receiving said checklist when Application is accepted by Wheatlands Metropolitan District

____ (initial) 9. Damage/Security Deposit The Rental Party agrees that if, in the sole judgment of the District, the District incurs costs to restore the Clubhouse or any of the District's facilities to their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof to such costs. **If the Deposit is insufficient to pay for the damages or clean up, the Rental Party agrees to pay for any and all additional fines and costs.** The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party (or the Owner as set forth on the signature page) pursuant to § 32-1-1001(10), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the District. The District shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the Rental Party.

____ (initial) 10. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions **(IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HAVE SECURITY PURSUANT TO PARAGRAPH 2 ABOVE (4 hour minimum))**:

- a. No fee will be charged, either directly or indirectly (*i.e. no cash bar*) for the consumption of alcoholic beverages.
- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
- c. It is acknowledged that the District does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party shall be solely responsible for compliance with the liquor laws of the State of Colorado. 10

No alcoholic beverages will be served or consumed OUTSIDE of the Clubhouse.

- d. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Clubhouse premises, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
- e. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Clubhouse premises, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
- f. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
- g. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.

____ (initial) 11. Smoking. The Rental Party acknowledges that the Clubhouse and Pool areas are NON-SMOKING facilities and is strictly enforced by the staff & security. No smoking is allowed anywhere within the Clubhouse and the fenced areas of the Pool, the parking lot, the playground, sidewalks or near the dumpster. No exceptions allowed (includes all types of cigarettes, whether they be traditional, vapor, e-cigarettes, cigars, other smoking devices, etc.). Dumpster & trash bins on the Clubhouse property are only for trash, not for any type of above-referenced smoking implements/utensils. **[Add authorized smoking area?]** **The penalty for violating of this provision is a \$100 fine.**

____ (initial) 12. Use Restrictions. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Arapahoe County and the City of Aurora and the requirements of the District, District staff, local police and fire departments. The following use restrictions shall be in effect at all times:

- a. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the Clubhouse. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- b. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Aurora police department shall have authority to close the Clubhouse to public and private activities.
- c. City of Aurora fire codes mandate the legal capacity of the Clubhouse. Doors may not be blocked; a clear five-foot width pathway to insure safe exit must be maintained. Special permission may be granted on a case-by-case basis.
- d. Children's parties must have parent/adult supervision. This rule applies for any persons under the age of eighteen (18).
- e. No weapons of any type and no fireworks are allowed in the Clubhouse or the immediate surrounding area.
- f. The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

____ (initial) 13. Parking. The Rental Party acknowledges that parking is available only on a first come, first served basis. Function guests may not park in areas designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

____ (initial) 14. Vendors and Suppliers. All Rental Parties will furnish their own equipment and materials unless specifically designated on the application. Subject to prior agreement being made with District staff, the Rental Party agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of teardown will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant

____ (initial) 15. Loss. The District is not responsible for lost or stolen articles.

____ (initial) 16. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the District on an "as requested" basis and such requests shall be submitted in writing.

____ (initial) 17. Breach of Agreement/Fines. The Rental Party agrees that violation of any of the above provisions or the District's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the Rental Party, at the discretion of the Board or District staff. Further, any such violation may preclude the Rental Party from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

____ (initial) 18. Limitation of Liability and Indemnification. Rental Party accepts full responsibility for all guests and agrees to be financially responsible for any damage caused by them, even if such costs exceed the amount of the Deposit. Rental Party releases and agrees to fully indemnify, hold harmless and defend the District and its representatives from all liability resulting from Rental Party's use of the Clubhouse and surrounding area, including liability for any attendee to Rental Party's function. Rental Party agrees to save, indemnify, defend and hold harmless the District and its officers, directors, agents, employees, contractors and subcontractors against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees arising out of any claim asserted by the undersigned, his or her family, guests, employees, invitees or third parties in conjunction with or arising in any way out of the use, operation or maintenance of the Clubhouse. Rental Party expressly acknowledges and agrees that the activities at the facility may be dangerous and involve risk or serious injury and/or death and/or property damage and hereby assumes full responsibility for the risk of bodily injury, death or property damage resulting from the negligence of the District or otherwise while in or upon the District's facilities or for any purpose while participating in the event which is the subject of this Agreement. Rental Party hereby releases, waives, discharges and covenants not to sue the District, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which the Rental Party now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the facilities by the Rental Party, or any person using the reserved facilities. Rental Party expressly agrees that this reservation, release and indemnification is intended to be as broad and inclusive as is permitted by the Law of the state of Colorado, and further that if any part hereof is held invalid, the remainder of this paragraph and this Agreement shall continue in legal force and effect.

____ (initial) 19. Animals. No animals, except documented service animals for the disabled, are allowed in the Clubhouse.

____ (initial) 20. Severability. If any portion of this agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

____ (initial) 21. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

____ (initial) 22. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part I of the Colorado Revised Statutes

____ (initial) 23. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and upon receipt shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

____ (initial) 24. Commercial Use/Subletting. Events of a commercial nature are not permitted at the Clubhouse. Rental Parties are prohibited from utilizing the rental of the Clubhouse to make a profit. Events held at the District's Clubhouse are intended for non-commercial use only (i.e. baby showers, receptions, graduation parties, etc.) and under no circumstances shall commercial activities be solicited or held at the Clubhouse. Rental Parties shall not hold vendor fairs or similar events for profit, any event at the Clubhouse in which products are sold, or any events where participants are charged to participate. Further, Rental Parties are prohibited from renting the Clubhouse or a portion of the Clubhouse to a third-party for any event. **Any Rental Party found to be in violation of this provision will forfeit their entire deposit and will be banned from renting the clubhouse for not less than one year.**

____ (initial) 25. Repeat Violations. If you incur a fine for the repeat violations within a 12-month period, the District has the right to charge the below penalties in addition to any costs previously incurred:

- Violation #2 = \$250 fine
- Violation #3 = \$500 fine and a 6 month suspension from renting the clubhouse

Rental Party has read and fully understands and has voluntarily signed this Agreement. Rental Party understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. Rental Party shall be considered the legally responsible party for compliance with all rules and regulations of the District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District may result in the forfeiture of the Deposit and the Rental Party's ability to rent Clubhouse in the future.

BY MY SIGNATURE BELOW, I HEREBY SWEAR TO HAVE READ AND UNDERSTAND, AND AGREE TO COMPLY WITH, THIS CLUBHOUSE RENTAL AGREEMENT, AND HAVE READ, AM FAMILIAR WITH, AND AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE DISTRICT.

X

(Rental Party Signature) Date

(District Staff Signature) Date

X

(Printed Rental Party Name)

(District Staff Print Name)

OWNER CERTIFICATION (if applicable)

I, _____ THE OWNER OF THE PROPERTY LOCATED AT
_____ GIVE PERMISSION FOR MY RENTER TO USE THE CLUBHOUSE
AND UNDERSTAND THAT ANY DAMAGES, LIABILITIES, ETC. ARE ULTIMATELY MY RESPONSIBILITY.

SIGNATURE: _____ DATE: _____

Revised May 2022

Wheatlands Metropolitan District
Claims Paid
April 9 through May 3, 2022

	Type	Date	Num	Memo	Amount
Accent Electrical Services					
	Bill Pmt -Check	04/27/2022	Bill.com	Cleaned & Retrofit of Light Fixtures - Clubhouse	-5,744.40
Altitude Community Law P.C.					
	Bill Pmt -Check	04/27/2022	Bill.com	Legal Services Provided	-24.00
American Eagle Protective Services LLC					
	Bill Pmt -Check	04/26/2022	Bill.com	Security for Feb. 6 & Feb 10	-200.00
AMS					
	Bill Pmt -Check	04/27/2022	Bill.com	March 2022 HVAC Maintenance	-185.00
Big Fish Automation Llc					
	Bill Pmt -Check	04/29/2022	Bill.com	50% of Lighting Estimate	-6,275.00
Cox					
	Bill Pmt -Check	04/27/2022	Bill.com	Snow Removal and Ice Melt Application	-126.25
	Bill Pmt -Check	04/27/2022	Bill.com	March 7 Snow Removal	-745.00
Marchetti & Weaver, LLC					
	Bill Pmt -Check	04/27/2022	Bill.com	Accounting Services Provided	-87.50
	Bill Pmt -Check	04/27/2022	Bill.com	Accounting Services Provided	-6,903.31
Storm Water Asset Protection, LLC					
	Bill Pmt -Check	04/27/2022	Bill.com	Storm Water Maintenance	-1,010.94
White Bear Ankele					
	Bill Pmt -Check	04/27/2022	Bill.com	Legal Services Provided	-21,872.52
	Bill Pmt -Check	04/27/2022	Bill.com	Legal Services Provided	-536.00
					-43,709.92

CHANGE ORDER NO.: 1

Owner:	Wheatlands Metropolitan District	Owner's Project No.:
Engineer:	The Architerra Group	Engineer's Project No.:
Contractor:	Richdell Construction, Inc.	Contractor's Project No.:
Project:	Phase II Park Improvements	
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)	
Date Issued:	April 27, 2022	Effective Date of Change Order: February 15, 2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Owner and Contractor agree to amend and restate Paragraph 4.02, *Contract Times: Dates*, of the Agreement as follows:

4.02 *Contract Times: Days*

The Work will be substantially complete **150 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **169 days** after the date when the Contract Times commence to run.

Attachments:

Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

Change in Contract Price
(Appropriations have been made and are available
for this Change Order)

Change in Contract Times

Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: <u>150 days</u> Ready for final payment: <u>Not stated</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>
[Increase] [Decrease] this Change Order: \$ _____	Increase this Change Order: Substantial Completion: <u>150 days</u> Ready for final payment: <u>169 days</u>
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>150 days</u> Ready for final payment: <u>169 days</u>

[SIGNATURE PAGE FOLLOWS.]

Recommended by Engineer (if required)		Authorized by Owner	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<div style="text-align: center;">Contractor</div>			
By:	_____		
Title:	_____		
Date:	_____		

[SIGNATURE PAGE TO CHANGE ORDER NO. 1.]

Stormwater Maintenance Agreement between the City of Aurora, acting by and through its
Utility Enterprise and
Wheatlands Metropolitan District

This Stormwater Maintenance Agreement (“Agreement”), dated for reference this ___ day of _____, 2022 is made by and between the City of Aurora (“City”), acting by and through its Utility Enterprise and **Wheatlands Metropolitan District** (“Owner”). The City and Owner shall be referred to herein as “Party”, and collectively as “Parties”. The City and Owner agree as follows:

Paragraph 1. The Owner owns the parcel of land known as **Tract F, Wheatlands Subdivision Filing No. 4** County of **Arapahoe**, State of Colorado ("Property"). The Owner has installed, or caused to be installed, upon the Property the permanent stormwater Best Management Practices (BMPs). Certain inspections and maintenance of those BMPs are required under the Owner’s Inspection and Maintenance Plan, also referred to as the Operations and Maintenance Manual dated _____, 2022 and approved by the City of Aurora ("IM Plan”) which is attached, and made a part of this Stormwater Maintenance Agreement as Exhibit A. The Owner agrees, at the Owner's sole expense, to inspect, maintain, and to ensure proper functioning of the BMPs, in accord with and as set out in the IM Plan, as set forth herein below. If the Owner conveys the Property, Owner shall provide a copy of the IM Plan along with a copy of this Agreement to the Grantee. Upon conveyance, Owner shall thereafter be relieved of its obligations under this Agreement. However, such obligations shall run with the Property and become the obligation of Grantee.

Paragraph 2. In accordance with the City of Aurora Municipal Code 138-442.5, the Owner has submitted an IM Plan (Exhibit A). That IM Plan was approved by the City on _____, 2016. The Owner has also submitted the Drainage Plan. That Drainage Plan was approved by the City on _____, 2022.

Paragraph 3. The Owner shall inspect the BMPs at least once every calendar year, and shall submit written inspection reports to Aurora Water prior to May 31 of that calendar year. The City is under no obligation whatsoever pursuant to this Agreement to notify the Owner of any failure to submit inspection reports.

Paragraph 4. The Owner shall promptly perform all maintenance, and shall report maintenance activities to Aurora Water in accordance with the requirements set forth in the IM Plan.

Paragraph 5. Subject to the notice and Owner’s right to cure requirements of City of Aurora Municipal Code Section 138-442.5, in the event that the Owner fails to inspect, maintain, or repair any BMP, Owner agrees that the City, at the City's sole discretion, shall have the right to enter upon the Property without warrant or further process of law and may make whatever inspection. Following the City’s compliance with the notice requirements of 138-442.5, and Owner’s right to cure any deficiencies noted, if the Owner fails to timely cure such deficiencies, the City shall have the right to enter upon the Property without warrant or further process of law and may complete whatever maintenance or repair may be needed, all at the Owner's sole cost. The City shall bill the Owner by invoice for any costs incurred by the City, including but not limited to personnel,

contracting, labor, or materials, and the Owner shall pay those costs within thirty (30) City business days of the invoice date.

Paragraph 6. This Agreement shall be binding upon the Owner and the Owner's heirs, successors, and assigns. This Agreement shall be recorded at the Clerk and Recorder's Office. The benefits and burdens of this Agreement shall run with the land.

Paragraph 7. Governing Law. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, ordinances, rules, and regulations of the City of Aurora. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in the City of Aurora, Colorado.

Paragraph 8. Appropriation and availability of funds. In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council and the availability of those funds for expenditure.

Paragraph 9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 10. Amendments. This Agreement may be amended only by prior writing executed by duly authorized representatives of the Property Owner and the City, and recorded in the records of the Clerk and Recorder's Office.

Paragraph 11. Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 12. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

Paragraph 13. Non-waiver of Rights. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Owner shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Owner.

Paragraph 14. Waiver. This Agreement is for the benefit of the Owner. The Owner does hereby waive, remise, and release any claim, right, or cause of action the Owner may have or which may

accrue in the future, whether under theories of contract or any other cause of action whatsoever, against the City arising in whole or in part from this Agreement.

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Vernon A. Adam
Engineering Services Manager

Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by
Vernon A. Adam, Engineering Services Manager, acting on behalf of the Utility Enterprise of the
City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Acknowledgement
(By any public officer, trustee, or personal representative)

Print Name

Signature

Date

Title

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was subscribed and affirmed before me this _____ day of _____,
2022, by _____, as President of Wheatlands
Metropolitan District.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Exhibit A
Inspection and Maintenance Plan

Stormwater Maintenance Agreement between the City of Aurora, acting by and through its
Utility Enterprise and
Wheatlands Metropolitan District

This Stormwater Maintenance Agreement (“Agreement”), dated for reference this ____ day of _____, 2022 is made by and between the City of Aurora (“City”), acting by and through its Utility Enterprise and **Wheatlands Metropolitan District** (“Owner”). The City and Owner shall be referred to herein as “Party”, and collectively as “Parties”. The City and Owner agree as follows:

Paragraph 1. The Owner owns the parcel of land known as **Tract C, Wheatlands Subdivision Filing No. 6** County of **Arapahoe**, State of Colorado (“Property”). The Owner has installed, or caused to be installed, upon the Property the permanent stormwater Best Management Practices (BMPs). Certain inspections and maintenance of those BMPs are required under the Owner’s Inspection and Maintenance Plan, also referred to as the Operations and Maintenance Manual dated _____, 2022 and approved by the City of Aurora (“IM Plan”) which is attached, and made a part of this Stormwater Maintenance Agreement as Exhibit A. The Owner agrees, at the Owner's sole expense, to inspect, maintain, and to ensure proper functioning of the BMPs, in accord with and as set out in the IM Plan, as set forth herein below. If the Owner conveys the Property, Owner shall provide a copy of the IM Plan along with a copy of this Agreement to the Grantee. Upon conveyance, Owner shall thereafter be relieved of its obligations under this Agreement. However, such obligations shall run with the Property and become the obligation of Grantee.

Paragraph 2. In accordance with the City of Aurora Municipal Code 138-442.5, the Owner has submitted an IM Plan (Exhibit A). That IM Plan was approved by the City on _____, 20___. The Owner has also submitted the Drainage Plan. That Drainage Plan was approved by the City on _____, 2___.

Paragraph 3. The Owner shall inspect the BMPs at least once every calendar year, and shall submit written inspection reports to Aurora Water prior to May 31 of that calendar year. The City is under no obligation whatsoever pursuant to this Agreement to notify the Owner of any failure to submit inspection reports.

Paragraph 4. The Owner shall promptly perform all maintenance, and shall report maintenance activities to Aurora Water in accordance with the requirements set forth in the IM Plan.

Paragraph 5. Subject to the notice and Owner’s right to cure requirements of City of Aurora Municipal Code Section 138-442.5, in the event that the Owner fails to inspect, maintain, or repair any BMP, Owner agrees that the City, at the City's sole discretion, shall have the right to enter upon the Property without warrant or further process of law and may make whatever inspection. Following the City’s compliance with the notice requirements of 138-442.5, and Owner’s right to cure any deficiencies noted, if the Owner fails to timely cure such deficiencies, the City shall have the right to enter upon the Property without warrant or further process of law and may complete whatever maintenance or repair may be needed, all at the Owner's sole cost. The City shall bill the Owner by invoice for any costs incurred by the City, including but not limited to personnel,

contracting, labor, or materials, and the Owner shall pay those costs within thirty (30) City business days of the invoice date.

Paragraph 6. This Agreement shall be binding upon the Owner and the Owner's heirs, successors, and assigns. This Agreement shall be recorded at the Clerk and Recorder's Office. The benefits and burdens of this Agreement shall run with the land.

Paragraph 7. Governing Law. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, ordinances, rules, and regulations of the City of Aurora. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in the City of Aurora, Colorado.

Paragraph 8. Appropriation and availability of funds. In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council and the availability of those funds for expenditure.

Paragraph 9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 10. Amendments. This Agreement may be amended only by prior writing executed by duly authorized representatives of the Property Owner and the City, and recorded in the records of the Clerk and Recorder's Office.

Paragraph 11. Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 12. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

Paragraph 13. Non-waiver of Rights. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Owner shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Owner.

Paragraph 14. Waiver. This Agreement is for the benefit of the Owner. The Owner does hereby waive, remise, and release any claim, right, or cause of action the Owner may have or which may

accrue in the future, whether under theories of contract or any other cause of action whatsoever, against the City arising in whole or in part from this Agreement.

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Vernon A. Adam
Engineering Services Manager

Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by
Vernon A. Adam, Engineering Services Manager, acting on behalf of the Utility Enterprise of the
City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Acknowledgement
(By any public officer, trustee, or personal representative)

Print Name

Signature

Date

Title

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was subscribed and affirmed before me this _____ day of _____,
2022, by _____, as President of Wheatlands
Metropolitan District.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Exhibit A
Inspection and Maintenance Plan

Stormwater Maintenance Agreement between the City of Aurora, acting by and through its
Utility Enterprise and
Wheatlands Metropolitan District

This Stormwater Maintenance Agreement (“Agreement”), dated for reference this ___ day of _____, 2022 is made by and between the City of Aurora (“City”), acting by and through its Utility Enterprise and **Wheatlands Metropolitan District** (“Owner”). The City and Owner shall be referred to herein as “Party”, and collectively as “Parties”. The City and Owner agree as follows:

Paragraph 1. The Owner owns the parcel of land known as **Tract B, Wheatlands Subdivision Filing No. 12** County of **Arapahoe**, State of Colorado (“Property”). The Owner has installed, or caused to be installed, upon the Property the permanent stormwater Best Management Practices (BMPs). Certain inspections and maintenance of those BMPs are required under the Owner’s Inspection and Maintenance Plan, also referred to as the Operations and Maintenance Manual dated _____, 2022 and approved by the City of Aurora (“IM Plan”) which is attached, and made a part of this Stormwater Maintenance Agreement as Exhibit A. The Owner agrees, at the Owner's sole expense, to inspect, maintain, and to ensure proper functioning of the BMPs, in accord with and as set out in the IM Plan, as set forth herein below. If the Owner conveys the Property, Owner shall provide a copy of the IM Plan along with a copy of this Agreement to the Grantee. Upon conveyance, Owner shall thereafter be relieved of its obligations under this Agreement. However, such obligations shall run with the Property and become the obligation of Grantee.

Paragraph 2. In accordance with the City of Aurora Municipal Code 138-442.5, the Owner has submitted an IM Plan (Exhibit A). That IM Plan was approved by the City on _____, 20___. The Owner has also submitted the Drainage Plan. That Drainage Plan was approved by the City on _____, 2___.

Paragraph 3. The Owner shall inspect the BMPs at least once every calendar year, and shall submit written inspection reports to Aurora Water prior to May 31 of that calendar year. The City is under no obligation whatsoever pursuant to this Agreement to notify the Owner of any failure to submit inspection reports.

Paragraph 4. The Owner shall promptly perform all maintenance, and shall report maintenance activities to Aurora Water in accordance with the requirements set forth in the IM Plan.

Paragraph 5. Subject to the notice and Owner’s right to cure requirements of City of Aurora Municipal Code Section 138-442.5, in the event that the Owner fails to inspect, maintain, or repair any BMP, Owner agrees that the City, at the City's sole discretion, shall have the right to enter upon the Property without warrant or further process of law and may make whatever inspection. Following the City’s compliance with the notice requirements of 138-442.5, and Owner’s right to cure any deficiencies noted, if the Owner fails to timely cure such deficiencies, the City shall have the right to enter upon the Property without warrant or further process of law and may complete whatever maintenance or repair may be needed, all at the Owner's sole cost. The City shall bill the Owner by invoice for any costs incurred by the City, including but not limited to personnel,

contracting, labor, or materials, and the Owner shall pay those costs within thirty (30) City business days of the invoice date.

Paragraph 6. This Agreement shall be binding upon the Owner and the Owner's heirs, successors, and assigns. This Agreement shall be recorded at the Clerk and Recorder's Office. The benefits and burdens of this Agreement shall run with the land.

Paragraph 7. Governing Law. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, ordinances, rules, and regulations of the City of Aurora. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in the City of Aurora, Colorado.

Paragraph 8. Appropriation and availability of funds. In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council and the availability of those funds for expenditure.

Paragraph 9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 10. Amendments. This Agreement may be amended only by prior writing executed by duly authorized representatives of the Property Owner and the City, and recorded in the records of the Clerk and Recorder's Office.

Paragraph 11. Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 12. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

Paragraph 13. Non-waiver of Rights. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Owner shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Owner.

Paragraph 14. Waiver. This Agreement is for the benefit of the Owner. The Owner does hereby waive, remise, and release any claim, right, or cause of action the Owner may have or which may

accrue in the future, whether under theories of contract or any other cause of action whatsoever, against the City arising in whole or in part from this Agreement.

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Vernon A. Adam
Engineering Services Manager

Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney

Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by
Vernon A. Adam, Engineering Services Manager, acting on behalf of the Utility Enterprise of the
City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Acknowledgement
(By any public officer, trustee, or personal representative)

Print Name

Signature

Date

Title

STATE OF COLORADO)
) ss
COUNTY OF _____)

The foregoing instrument was subscribed and affirmed before me this _____ day of _____,
2022, by _____, as President of Wheatlands
Metropolitan District.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Exhibit A
Inspection and Maintenance Plan



WORKING SESSION

EXECUTIVE SUMMARY

05/12/2022

Number of open violations: 149

Last Inspection dates: April 6th, 2022 and April 21st, 2022

Next Inspection dates: May 10th, 2022 and May 25th, 2022

Violations by type:

Basketball Hoops – 0	Lawn in Poor Condition – 2
Boat- 1	Livestock- 0
Business – 0	Maintenance - 0
Dead Tree Backyard- 0	Missing Tree Front Yard - 2
Dead Tree Front/Side Yard –22	Nuisance - 0
Commercial Vehicle- 0	Paint – 51
Common Area Dumping- 0	RV/Camper - 0
Exterior Damage -0	Shutters Missing – 3
Fence -Paint/Stain - 14	Signs- 0
Fence Repair – 5	Trailer - 0
Holiday Lights- 4	Trash Cans - 30
Inoperable Vehicle- 0	Tree Care – 1
Items Stored - 2	Tree Under Caliper- 5
Landscape Maint - 0	Vehicle Repair -0
Lawn Care -Weeds- 1	Unauthorized Change - 3
Lawn Care- Watering – 2	Unsightly Conditions - 0
Lawn in need of mowing - 0	Window Units- 1
Total- 149	

OPERATIONS SUMMARY

Report Date:
05/04/2022

Wheatlands Metropolitan District

April 1, 2022 - May 4, 2022

***By Status** displays the combined count of all current and past instances for each status assigned during the selected time period.

Architectural Control	{	Request Status:		Approved	25
				Approved With Conditions	0
				Cancelled	0
				Completed	28
				Completed	0
				Denied	2
				More Info Requested	10
				New Request	26
				Under Review	8
		Total			99
		Correspondence:		Emails	662
Violations	{			US Mails	0
		Open:		Carried Over	17
				Created	54
		Total			71
		By Status*:		1st Notice	36
				2nd Notice	9
				3rd Notice	3
				4th Notice	1
				6th Notice	2
				Resolved	27
		Total			78
		Average Days To			50
		Total Fines Assessed			\$175.00

**Wheatlands Metropolitan District
Statement of Net Position**

March 31, 2022

	Special						
	Debt		Special	Revenue	Special	Fixed Assets	
	General Fund	Service Fund	Revenue ARI Fund	Operations Fund	Revenue Park Fund	& LTD	TOTAL
ASSETS							
CASH							
CSAFE	4,719,678	-	-	-	-	-	4,719,678
Wells Fargo	77,536	-	-	-	-	-	77,536
Wells Fargo-Merchant Software	65	-	-	-	-	-	65
CSB&T - Series 2015 Bond Fund	-	403,636	-	-	-	-	403,636
Pooled Cash Allocation	(991,051)	520,868	-	358,818	111,366	-	-
TOTAL CASH	3,806,228	924,503	-	358,818	111,366	-	5,200,914
OTHER CURRENT ASSETS							
Due from County Treasurer	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	9,427	27,671	-	37,098
Accounts Receivable - Builder	-	-	-	-	-	-	-
Accounts Receivable - Other	-	-	-	-	-	-	-
Property Taxes Receivable	1,061,563	804,976	32,194	-	-	-	1,898,733
Prepaid Expenses	-	-	-	-	-	-	-
TOTAL OTHER CURRENT ASSETS	1,061,563	804,976	32,194	9,427	27,671	-	1,935,831
FIXED & OTHER NON-CURRENT ASSETS							
Construction In Progress	-	-	-	-	-	222,142	222,142
Land	-	-	-	-	-	-	-
Capital Assets, Net of Depreciation	-	-	-	-	-	4,142,820	4,142,820
Prepaid Bond Insur-Net of Amortization	-	-	-	-	-	172,834	172,834
TOTAL FIXED ASSETS	-	-	-	-	-	4,537,796	4,537,796
TOTAL ASSETS	4,867,791	1,729,480	32,194	368,245	139,037	4,537,796	11,674,541
LIABILITIES & DEFERED INFLOWS							
CURRENT LIABILITIES							
Accounts Payable	60,323	-	-	-	-	-	60,323
WPRA Fee Payable	-	-	-	-	-	-	-
Accrued Expenses	-	-	-	-	-	-	-
Director's Fees Payable	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	-	-
Century Communities Deposit	-	-	-	-	-	-	-
Prepaid Fees	-	-	-	17,350	39,037	-	56,386
TOTAL CURRENT LIABILITIES	60,323	-	-	17,350	39,037	-	116,709
DEFERRED INFLOWS							
Deferred Property Taxes	1,061,563	804,976	32,194	-	-	-	1,898,733
TOTAL DEFERRED INFLOWS	1,061,563	804,976	32,194	-	-	-	1,898,733
LONG-TERM LIABILITIES							
Accrued Interest	-	-	-	-	-	80,748	80,748
Bonds Payable - Series 2015	-	-	-	-	-	23,095,000	23,095,000
Bond Premium, Net of Amortization	-	-	-	-	-	323,511	323,511
TOTAL LONG-TERM LIABILITIES	-	-	-	-	-	23,499,259	23,499,259
TOTAL LIAB & DEF INFLOWS	1,121,886	804,976	32,194	17,350	39,037	23,499,259	25,514,701
NET POSITION							
Net Investment in Capital Assets	-	-	-	-	-	4,364,962	4,364,962
Amount to be Provided for Debt	-	-	-	-	-	(23,326,425)	(23,326,425)
Nonspendable	-	-	-	-	-	-	-
Restricted For Debt	-	924,503	-	-	-	-	924,503
Restricted For Emergencies	79,900	-	-	9,300	20,835	-	110,035
Restricted For ARI	-	-	-	-	-	-	-
Assigned for Capital Replacements	1,200,000	-	-	-	-	-	1,200,000
Assigned for 2019 Budget Deficit	-	-	-	-	-	-	-
Unassigned	2,466,004	-	-	341,595	79,165	-	2,886,764
TOTAL NET POSITION	3,745,904	924,503	-	350,895	100,000	(18,961,463)	(13,840,160)
	=	=	=	=	=	=	=

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2072 Modified Accrual Basis

Print Date: 5/5/2022

	2021 Preliminary Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 03/31/22 Actual	YTD Thru 03/31/22 Budget	Variance Positive (Negative)
PROPERTY TAXES							
Assessed Valuation	44,752,801	47,276,236	-	47,276,236			
Mill Levy							
General Fund	36.617	36.602	-	36.602			
Debt Service Fund	27.740	27.755	-	27.755			
SARIA Fund	1.110	1.110	-	1.110			
Total mill levy	65.467	65.467	-	65.467			
Property Taxes Levied							
General Fund	1,638,713	1,730,405	-	1,730,405			
Debt Service Fund	1,241,443	1,312,152	-	1,312,152			
SARIA Fund	49,676	52,477	-	52,477			
	2,929,832	3,095,033	-	3,095,033			
Less Provision For Uncollectible		=					
General Fund	-	-		-			
Debt Service Fund	-	-		-			
SARIA Fund	-	-		-			
	-	-	-	-			
Budgeted Property Taxes							
General Fund	1,638,713	1,730,405	-	1,730,405			
Debt Service Fund	1,241,443	1,312,152	-	1,312,152			
SARIA Fund	49,676	52,477	-	52,477			
	2,929,832	3,095,033	-	3,095,033			
BUILDOUT & SALES							
Vacant Lots							
Beginning of Period							
New							
Sold / Now a Residential Unit Richmond							
Sold / Now a Residential Unit Elacora							
End of Period	-	-		-			
Residential Units							
Beginning of Period	1,053	1,053	-	1,053			
New - Richmond	-	-	-	-			
New - Elacora	-	-	-	-			
New - Lokal (31 bldgs./93 units planned)	-	-	-	-			
Other	-	-	-	-			
End of Period	1,053	1,053	-	1,053			
Apartments							
Beginning of Period	338	338	-	338			
Additions	-	-	-	-			
Other	-	-	-	-			
End of Period	338	338	-	338			
Sales							
First time sales	-	-		-			
Re-sale	60	60		60			
	60	60		60			

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2072 Modified Accrual Basis

Print Date: 5/5/2022

GENERAL FUND

REVENUE

Property taxes	1,638,713	1,730,405	-	1,730,405	668,842	674,858	(6,016)
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	114,887	121,128	-	121,128	18,722	20,188	(1,466)
Interest income	2,155	3,000	-	3,000	1,202	750	452
Other income	3,101	-	1,804	1,804	1,804	-	1,804

TOTAL REVENUE

1,758,856 1,854,533 1,804 1,856,337 690,569 695,796 (5,227)

EXPENDITURES

Accounting - contract	61,755	66,400	-	66,400	16,200	16,600	400
Accounting - special projects	3,017	6,400	-	6,400	88	1,600	1,513
Audit	5,000	5,800	-	5,800	-	-	-
County treasurer's fees	24,594	25,956	-	25,956	10,033	10,123	90
Director's fees	6,577	12,000	-	12,000	-	-	-
Director expenses and equipment	25	2,500	-	2,500	-	-	-
Election	109	2,500	(32,500)	35,000	16,996	1,875	(15,121)
Insurance & bonds	3,836	4,100	(322)	4,422	4,422	4,100	(322)
Legal - contract	62,471	67,900	-	67,900	15,512	16,975	1,463
Legal - special projects	124	5,000	-	5,000	-	1,250	1,250
Bank Charges	-	-	-	-	-	-	-
Miscellaneous	2,000	4,000	-	4,000	-	1,000	1,000
Contingency	-	30,000	-	30,000	-	-	-
Website	540	1,000	-	1,000	200	500	300

TOTAL EXPENDITURES

170,047 233,556 (32,822) 266,378 63,450 54,023 (9,427)

Excess Revenue Over Expenditures

1,588,809 1,620,977 (31,018) 1,589,960 627,119 641,773 (14,654)

OTHER SOURCES (USES)

Transfers (To)/From Debt Service Fund	-	-	-	-	-	-	-
Transfers (To)/From SARIA Fund	-	-	-	-	-	-	-
Transfers (To)/From Operations Fund	-	-	-	-	-	-	-
Transfers (To)/From Park Fund	(1,030,713)	(2,808,303)	(634,203)	(3,442,506)	(115,994)	(491,202)	375,209

Total Other Sources / (Uses)

(1,030,713) (2,808,303) (634,203) (3,442,506) (115,994) (491,202) 375,209

CHANGE IN FUND BALANCE

558,095 (1,187,326) (665,221) (1,852,547) 511,126 150,571 360,555

BEGINNING FUND BALANCE

2,676,683 3,117,721 117,058 3,234,779 3,234,779 3,117,721 117,058

ENDING FUND BALANCE

3,234,779 1,930,395 (548,163) 1,382,232 3,745,904 3,268,291 477,613

COMPONENTS OF FUND BALANCE

Nonspendable	450	-	-	-	-	-	-
Restricted - TABOR emergency reserve	52,800	70,100	9,800	79,900	79,900	-	-
Assigned - Capital Improv/Replacement	1,200,000	1,075,000	125,000	1,200,000	1,200,000	-	-
Assigned - Next Years Budget Deficit	531,800	-	-	-	-	-	-
Restricted - Debt Covenants	-	-	-	-	-	-	-
Unassigned	1,449,729	785,295	(682,963)	102,332	2,466,004	-	-

TOTAL ENDING FUND BALANCE

3,234,779 1,930,395 (548,163) 1,382,232 3,745,904

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2012 Modified Accrual Basis

Print Date: 5/5/2022

DEBT SERVICE FUND

REVENUE

Property taxes	1,241,443	1,312,152	-	1,312,152	507,175	511,739	(4,564)
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	87,035	78,729	-	78,729	14,196	13,122	1,075
Interest income	896	600	-	600	44	74	(31)

TOTAL REVENUE

1,329,374	1,391,481	-	1,391,481	521,415	524,935	(3,519)
------------------	------------------	----------	------------------	----------------	----------------	----------------

EXPENDITURES

Accounting - Special Projects	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-
Treasurer's fees	18,632	19,682	-	19,682	7,608	7,676	68
Bond interest - Series 2015	984,581	968,981	-	968,981	-	-	-
Bond principal - Series 2015	390,000	435,000	-	435,000	-	-	-
Bond interest - Series 2005	-	-	-	-	-	-	-
Bond principal - Series 2005	-	-	-	-	-	-	-
Bond interest - Series 2008	-	-	-	-	-	-	-
Bond principal - Series 2008	-	-	-	-	-	-	-
Paying agent / trustee fees	1,000	1,200	-	1,200	-	-	-
Contingency	-	5,000	5,000	-	-	-	-

TOTAL EXPENDITURES

1,394,213	1,429,864	5,000	1,424,864	7,608	7,676	68
------------------	------------------	--------------	------------------	--------------	--------------	-----------

Excess Revenue Over Expenditures

(64,839)	(38,382)	5,000	(33,382)	513,808	517,259	(3,451)
-----------------	-----------------	--------------	-----------------	----------------	----------------	----------------

OTHER SOURCES / (USES)

Transfers (To)/From Other Funds	-	-	-	-	-	-	-
Bond proceeds	-	-	-	-	-	-	-
Bond premium	-	-	-	-	-	-	-
Bond issuance expense	-	-	-	-	-	-	-

Total Other Sources / (Uses)

-	-	-	-	-	-	-
----------	----------	----------	----------	----------	----------	----------

CHANGE IN FUND BALANCE

(64,839)	(38,382)	5,000	(33,382)	513,808	517,259	(3,451)
-----------------	-----------------	--------------	-----------------	----------------	----------------	----------------

BEGINNING FUND BALANCE

475,535	410,725	(30)	410,695	410,695	410,725	(30)
----------------	----------------	-------------	----------------	----------------	----------------	-------------

ENDING FUND BALANCE

410,695	372,343	4,970	377,313	924,503	927,984	(3,481)
----------------	----------------	--------------	----------------	----------------	----------------	----------------

= = = = =

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2072 Modified Accrual Basis

Print Date: 5/5/2022

SARIA FUND

REVENUE

Property taxes	49,676	52,477	-	52,477	20,283	20,466	(183)
Abatements	-	-	-	-	-	-	-
Specific Ownership Tax	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	-	2,500	(2,500)	-	-	-	-

TOTAL REVENUE

49,676	54,977	(2,500)	52,477	20,283	20,466	(183)
---------------	---------------	----------------	---------------	---------------	---------------	--------------

EXPENDITURES

Legal - contract	-	-	-	-	-	-	-
Legal - special projects	-	-	-	-	-	-	-
Capital outlay District ARI Improvements	-	-	-	-	-	-	-
Contribution to SARIA Authority	48,930	51,689	-	51,689	19,979	20,159	180
Treasurer's fee	746	787	-	787	304	307	3
Contingency	-	2,500	2,500	-	-	-	-

TOTAL EXPENDITURES

49,676	54,977	2,500	52,477	20,283	20,466	183
---------------	---------------	--------------	---------------	---------------	---------------	------------

Excess Revenue Over Expenditures

-	-	-	-	-	-	-
---	---	---	---	---	---	---

OTHER SOURCES / (USES)

Transfers (To)/From other Funds	-	-	-	-	-	-
---------------------------------	---	---	---	---	---	---

Total Other Sources / (Uses)

-	-	-	-	-	-	-
---	---	---	---	---	---	---

CHANGE IN FUND BALANCE

-	-	-	-	-	-	-
---	---	---	---	---	---	---

BEGINNING FUND BALANCE

-	-	-	-	-	-	-
---	---	---	---	---	---	---

ENDING FUND BALANCE

-	-	-	-	-	-	-
---	---	---	---	---	---	---

= = = = = = =

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2072 Modified Accrual Basis

Print Date: 5/5/2022

	2021 Preliminary Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 03/31/22 Actual	YTD Thru 03/31/22 Budget	Variance Positive (Negative)
OPERATIONS FUND							
REVENUE							
Operations Fees - Houses	252,880	252,720	-	252,720	63,180	63,180	-
Warning letter fees	-	-	-	-	-	-	-
Working capital fees	4,200	3,000	-	3,000	750	150	600
Late charges and collection fees	6,770	14,000	-	14,000	1,268	3,500	(2,232)
Legal - collections	4,878	9,300	-	9,300	398	2,325	(1,927)
Design review	-	-	-	-	-	-	-
Violations / Fines	3,475	1,200	-	1,200	125	300	(175)
Interest income	-	-	-	-	-	-	-
Other income	-	-	-	-	-	-	-
TOTAL REVENUE	272,203	280,220	-	280,220	65,721	69,455	(3,734)
EXPENDITURES							
Accounting - Contract - O&M	3,813	4,100	-	4,100	1,012	1,025	13
Accounting - Spec Projects - O&M	189	400	-	400	-	167	167
Design review	-	-	-	-	-	-	-
Covenant Compliance	42,959	44,500	-	44,500	7,000	11,125	4,125
Facilities Management - Contract	18,462	23,000	-	23,000	1,846	5,750	3,904
Facilities Management - Spec Projects	-	-	-	-	-	-	-
Billing Service - Late Charges & Collections	1,125	14,000	-	14,000	257	3,500	3,243
Billing Service - Base Rate	11,682	12,300	-	12,300	2,919	3,075	156
Legal - Contract	12,494	12,800	-	12,800	3,102	3,200	98
Legal - spec projects	1,076	2,400	-	2,400	876	600	(276)
Legal - collections	7,512	12,400	-	12,400	265	3,100	2,835
Bank Charges	1,048	1,200	-	1,200	308	300	(8)
Trash removal - Residential	150,322	165,300	-	165,300	37,414	41,325	3,911
Contingency	-	14,700	-	14,700	-	-	-
TOTAL EXPENDITURES	250,681	307,100	-	307,100	55,000	73,167	18,167
Excess Revenue Over Expenditures	21,523	(26,880)	-	(26,880)	10,721	(3,712)	14,433
OTHER SOURCES / (USES)							
Transfers (To)/From other Funds	-	-	-	-	-	-	-
Total Other Sources / (Uses)	-	-	-	-	-	-	-
CHANGE IN FUND BALANCE	21,523	(26,880)	-	(26,880)	10,721	(3,712)	14,433
BEGINNING FUND BALANCE	318,651	322,125	18,049	340,174	340,174	322,125	18,049
ENDING FUND BALANCE	340,174	295,245	18,049	313,294	350,895	318,413	32,482
	=	=	=		=	=	=
COMPONENTS OF FUND BALANCE							
Nonspendable	-	-	-	-	-	-	-
Restricted - TABOR emergency reserve	8,200	9,213	87	9,300	9,300		
Assigned - Future Operations	331,974	286,032	17,962	303,994	341,595		
TOTAL ENDING FUND BALANCE	340,174	295,245	18,049	313,294	350,895		
	=	=	=	=	=		

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2072 Modified Accrual Basis

Print Date: 5/5/2022

	2021 Preliminary Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 03/31/22 Actual	YTD Thru 03/31/22 Budget	Variance Positive (Negative)
PARK FUND							
REVENUE							
Working capital fees	8,400	6,000	-	6,000	1,500	300	1,200
Clubhouse rental fees	3,303	12,000	-	12,000	-	2,555	(2,555)
Late charges and collection fees	15,234	3,000	-	3,000	2,852	750	2,102
Legal - collection fees	10,976	20,775	-	20,775	895	5,194	(4,299)
Park fees - Builders - Lots	360	-	-	-	-	-	-
Park fees - Residential Units	568,479	568,620	-	568,620	142,305	142,155	150
Park fees - Apartment Units	81,120	81,120	-	81,120	20,280	20,280	-
Grant	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	5,027	3,000	-	3,000	(8,481)	-	(8,481)
TOTAL REVENUE	692,898	694,515	-	694,515	159,351	171,233	(11,882)
EXPENDITURES							
Accounting - Contract	11,474	12,500	-	12,500	3,038	3,125	88
Accounting - Special Projects	566	1,200	-	1,200	-	500	500
Facilities Management - Contract	41,558	51,700	-	51,700	4,154	12,925	8,771
Facilities Management - Spec Projects	-	15,000	-	15,000	-	3,750	3,750
Billing Service - Late Charges & Collections	2,530	3,000	-	3,000	578	750	172
Billing Service - Base Rate	26,286	27,700	-	27,700	6,567	6,925	358
Community Activities / Christmas Lights	21,826	24,400	-	24,400	1,154	635	(519)
Insurance	28,773	33,100	(87)	33,187	33,187	33,100	(87)
Legal - Contract	12,494	12,800	-	12,800	3,102	3,200	98
Legal - Special Projects	9,984	2,400	-	2,400	-	600	600
Legal - Collections	16,902	27,700	-	27,700	596	6,925	6,329
Bank Charges	2,265	2,400	-	2,400	633	600	(33)
Proposed Facility & Project Planning	1,002	-	-	-	-	-	-
Park - Project Costs	88,081	1,515,000	(639,230)	2,154,230	15,783	-	(15,783)
Irrigation Repairs & Improvements	39,984	43,300	-	43,300	-	1,912	1,912
Landscape Maintenance Contract - WMD	146,537	165,300	-	165,300	39,380	41,325	1,945
Landscape Improvements - WMD	259,354	100,000	-	100,000	-	-	-
Snow Removal	5,576	17,600	-	17,600	380	10,560	10,180
Clubhouse Repairs and Maintenance	125,219	60,000	-	60,000	23,792	27,673	3,880
Parking Lot Maintenance	-	6,500	-	6,500	-	-	-
Grounds Maintenance	59,816	86,000	-	86,000	5,191	21,500	16,309
Chemicals & Supplies	13,527	12,000	-	12,000	-	-	-
Contract / Lifeguards	141,900	145,200	-	145,200	11,875	36,300	24,425
Equipment Repairs & Replacement	30,460	36,600	-	36,600	624	9,150	8,526
Gas and Electric	27,657	27,300	-	27,300	3,389	4,100	712
Telephone/ WiFi / Cable	276	3,400	-	3,400	-	850	850
Water and Sewer	151,012	193,000	-	193,000	2,199	2,316	117
Trash Removal - Clubhouse/Non-Res	-	-	-	-	-	-	-
WPRA Fee	442,260	473,218	5,114	468,104	110,565	118,305	7,740
Community Park Maintenance	14,595	8,900	-	8,900	574	2,225	1,651
WPRA Support	-	370,600	-	370,600	8,585	313,185	304,600
Contingency	-	25,000	-	25,000	-	-	-
TOTAL EXPENDITURES	1,721,915	3,502,818	(634,203)	4,137,021	275,345	662,435	387,091
Excess Revenue Over Expenditures	(1,029,018)	(2,808,303)	(634,203)	(3,442,506)	(115,994)	(491,202)	375,209

Park Fund Continued on Next Page

Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

12/22/2072 Modified Accrual Basis

Print Date: 5/5/2022

PARK FUND - CONTINUED

	2021 Preliminary Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 03/31/22 Actual	YTD Thru 03/31/22 Budget	Variance Positive (Negative)
OTHER SOURCES / (USES)							
Transfers (To)/From other Funds	1,030,713	2,808,303	634,203	3,442,506	115,994	491,202	(375,209)
Loan issuance	-	-	-	-	-	-	-
Proceeds from Sale of Land	-	-	-	-	-	-	-
Total Other Sources / (Uses)	1,030,713	2,808,303	634,203	3,442,506	115,994	491,202	(375,209)
CHANGE IN FUND BALANCE	1,696	-	-	-	-	-	-
BEGINNING FUND BALANCE	98,304	100,000	-	100,000	100,000	100,000	-
ENDING FUND BALANCE	100,000	100,000	-	100,000	100,000	100,000	-
	=	=	=	=	=	=	=
COMPONENTS OF FUND BALANCE							
Nonspendable	36,855		-		-		
Restricted - TABOR emergency reserve	20,800	20,835	-	20,835	20,835		
Restricted - Replacement reserve	-	-	-	-	-		
Restricted - Loan reserve & Surplus	-	-	-	-	-		
Assigned for Parks	42,345	79,165	-	79,165	79,165		
TOTAL ENDING FUND BALANCE	100,000	100,000	-	100,000	100,000		
	=	=	=	=	=		

Landscape Monthly Status Report

Project Name	Reporting Cadence
Wheatlands Metropolitan District	Monthly (for Board Meetings)
Date	Prepared by:
April 2022	Kevin Cox

III. Lawn Care - Provide updates regarding Mowing/Edging, Fertilization, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Bi-weekly mowing, trimming, and edging of turf areas.

-Fertilizer application complete.

-Aeration of turf areas complete.

IV. Shrubs/Plants - Provide update regarding Edging, Pruning, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Seasonal shrub pruning and clean up leaves and pine needles throughout the property complete.

V. Tree Care - Provide update regarding Pruning, Staking, Insect Control, Tree Wells – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-NA

Misc items as listed in Contract – Provide update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Weekly checking and replacement of trash and dog waste bags.

-Cleaning of park bathroom Mondays and Fridays.

-Detention pond inlet/outlet cleaning completed.

VI. Wood and Rock Mulched Areas-

-Mulch in beds and trees completed.

VII. Native Areas-

-Trash removed.

VII. Irrigation Systems-

-Activated.

-Mainline integrity checks complete.

-Upgrades ordered.

-Programming of controllers complete.

-Drought conditions required water to be used late in month.

IX. Landscape Debris Cleanup-

-Complete.

X. Aeration-

-Spring aeration complete.

XI. Winter Services-

-Weekly policing and removal of trash.

-Weekly inspection of dog stations and trash cans.

-Snow removal services 1/1; 1/6; 1/13; 1/19; 1/21; 1/25; 1/26; 1/27; 1/28; 2/2; 2/3; 2/11; 2/12; 2/16; 2/17; 2/22; 2/23; 2/24; 3/6; 3/7; 3/9; 3/10; 3/17.

XII. Bio Hazards-

XIII. Damages-

Misc Items -

Special Projects (provide an update to any special funding approved by the Board and their status)

Project	Date	Status

General Comments

-Snow removal sure is keeping us busy!

-Spring services have started and will be on-going throughout spring as ground and weather conditions allow.

-Pricing is increasing on all irrigation parts and supplies which the District will experience as we perform the irrigation maintenance and repairs for this season.

APPLICATION AND CERTIFICATE FOR PAYMENT

COVER

TO OWNER:

Wheatlands Metropolitan District
White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave. Suite 2000
Centennial, CO 80122

Attn: Lesanne Dominguez
Liz Wolfman
Paulette Martin

APPLICATION NO: 1
PERIOD TO: 4/30/2022

Distribution to:
OWNER ☒
ARCHITECT ☒

FROM CONTRACTOR:

Richdell Construction, Inc
7905 West 120th Avenue
Broomfield, CO 80020
Telephone: 303-252-0809

CONTRACT FOR: Wheatlands Park Phase II Impvts.
CONTRACT DATE: 2/15/2022
PROJECT NOS:

CONTRACTOR ☒
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, is attached.

1. TOTAL CONTRACT	\$	1,648,000.00
2. NET CHANGE BY CHANGE ORDERS/GMP'S		\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,648,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	46,800.00
5. RETAINAGE		
a. 10% of Completed and stored work or if over 50% complete		
b. Max 5% of completed & stored work		\$2,340.00
Total Retainage		
Total in Column I of G703		\$2,340.00
6. TOTAL EARNED LESS RETAINAGE		\$44,460.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$0.00
8. CURRENT PAYMENT DUE		\$44,460.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4)		\$1,601,200.00
PLUS RETAINAGE (Line 3 less Line 6)		\$1,603,540.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total changes approved current month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [COMPANY]

By: [Signature]
State of: COLORADO
County of: LARIMER
Subscribed and sworn to before me this 24 day of April 2022
Notary Public: [Signature]
My Commission expires: 7/20/2023

Date: 4/26/22
Mary R. Skiff
Notary Public
State of Colorado
Notary ID 19954011220
My Commission Expires July 20, 2023

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$44,460.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 5/2/22

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

COVER

Page 1 of 1

CONTINUATION SHEET

APPLICATION NO: 1
 PERIOD TO: 4/30/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD QUANTITY	PERIOD THIS PERIOD AMOUNT	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% (I+E)	BALANCE TO FINISH (E-I)	Retainage rate (10% retained to 50% completion) max 5% of total contract	RETAINAGE (IF VARIABLE RATE)
Columbine Hills Park														
01	Mobilization	1	LS	\$ 80,000.00	\$80,000.00	\$0.00	25.00%	\$ 20,000.00	\$0.00	\$ 20,000.00	25%	\$60,000.00	5%	\$ 1,000.00
02	Construction Survey	1	LS	\$ 20,000.00	\$20,000.00	\$0.00	25.00%	\$ 5,000.00	\$0.00	\$ 5,000.00	25%	\$15,000.00	5%	\$ 250.00
03	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$5,000.00	5%	\$ -
04	Site Prep & Demo	1	LS	\$ 45,000.00	\$45,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$45,000.00	5%	\$ -
05	Tree Retention & Protection	1	LS	\$ 1,000.00	\$1,000.00	\$0.00	100.00%	\$ 1,000.00	\$0.00	\$ 1,000.00	100%	\$0.00	5%	\$ 50.00
06	Erosion and Sediment Control	1	LS	\$ 26,000.00	\$26,000.00	\$0.00	80.00%	\$ 20,800.00	\$0.00	\$ 20,800.00	80%	\$5,200.00	5%	\$ 1,040.00
07	Earthwork	1	LS	\$ 70,000.00	\$70,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$70,000.00	5%	\$ -
08	Engineered Wood Fiber	2600	SF	\$ 4.00	\$10,400.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$10,400.00	5%	\$ -
09	Crusher Fines	5350	SF	\$ 5.00	\$26,750.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$26,750.00	5%	\$ -
10	6" Perforated HDPE Pipe	240	LF	\$ 40.00	\$9,600.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$9,600.00	5%	\$ -
11	6" PVC Pipe	390	LF	\$ 38.00	\$14,820.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$14,820.00	5%	\$ -
12	8" PVC Pipe	135	LF	\$ 50.00	\$6,750.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$6,750.00	5%	\$ -
13	12" PVC Pipe	65	LF	\$ 75.00	\$4,875.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$4,875.00	5%	\$ -
14	8" Drain Basin	5	EA	\$ 1,000.00	\$5,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$5,000.00	5%	\$ -
15	10" Drain Basin	4	EA	\$ 1,600.00	\$6,400.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$6,400.00	5%	\$ -
16	12" Drain Basin	1	EA	\$ 2,000.00	\$2,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$2,000.00	5%	\$ -
17	15" Drain Basin	1	EA	\$ 3,000.00	\$3,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
18	24" Drain Basin	1	EA	\$ 4,500.00	\$4,500.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$4,500.00	5%	\$ -
19	Modified Type C Inlet	1	EA	\$ 6,000.00	\$6,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$6,000.00	5%	\$ -
20	6" Mitered Drain	2	EA	\$ 750.00	\$1,500.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$1,500.00	5%	\$ -
21	12" Mitered Drain	1	EA	\$ 2,200.00	\$2,200.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$2,200.00	5%	\$ -
22	Irrigation System Modification	1	LS	\$ 120,000.00	\$120,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$120,000.00	5%	\$ -
23	Soil Preparation	44150	SF	\$ 0.30	\$13,245.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$13,245.00	5%	\$ -
24	Bluegrass Sod	44150	SF	\$ 1.00	\$44,150.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$44,150.00	5%	\$ -
25	American Hophornbeam 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
26	Chinquapin Oak 2.5"	3	EA	\$ 750.00	\$2,250.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$2,250.00	5%	\$ -
27	Baby Blue Eyes Spruce 8'	2	EA	\$ 750.00	\$1,500.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$1,500.00	5%	\$ -
28	Golden Raintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
29	Hot Wings Maple 2.5"	9	EA	\$ 750.00	\$6,750.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$6,750.00	5%	\$ -
30	London Plaintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
31	Sensation Box Elder 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
32	Skyline Honeylocust 2.5"	7	EA	\$ 750.00	\$5,250.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$5,250.00	5%	\$ -
33	Redmond Linden 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
34	Neon Flash Spirea #5	236	EA	\$ 50.00	\$11,800.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$11,800.00	5%	\$ -
35	Butterfly Bush #5	64	EA	\$ 60.00	\$3,840.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,840.00	5%	\$ -
36	Royal Gold Wodwaxen #5	80	EA	\$ 75.00	\$6,000.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$6,000.00	5%	\$ -
37	Dwarf Fountain Grass Hemeln #5	217	EA	\$ 65.00	\$14,105.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$14,105.00	5%	\$ -
38	Catmint #1	42	EA	\$ 16.00	\$672.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$672.00	5%	\$ -
39	Chocolate Flower #1	186	EA	\$ 20.00	\$3,720.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,720.00	5%	\$ -
40	White Coneflower #1	224	EA	\$ 16.00	\$3,584.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$3,584.00	5%	\$ -
41	Landscape Boulder	21	EA	\$ 375.00	\$7,875.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$7,875.00	5%	\$ -
42	Bicycle Rack	11	EA	\$ 600.00	\$6,600.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$6,600.00	5%	\$ -
43	Trash Receptacle	7	EA	\$ 3,500.00	\$24,500.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$24,500.00	5%	\$ -
44	Umbrella	7	EA	\$ 6,200.00	\$43,400.00	\$0.00		\$ -	\$0.00	\$ -	0%	\$43,400.00	5%	\$ -
45	Picnic Table	7	EA	\$ 6,500.00	\$45,500.00			\$ -					5%	
46	Game Table	2	EA	\$ 7,100.00	\$14,200.00								5%	
47	Adirondack Chair	12	EA	\$ 1,400.00	\$16,800.00								5%	
48	Ping Pong Table	1	EA	\$ 10,000.00	\$10,000.00								5%	
49	Cornhole Board (pair)	3	EA	\$ 2,500.00	\$7,500.00								5%	
50	Hammock Posts	7	EA	\$ 1,500.00	\$10,500.00								5%	
51	Basketball Goal	3	EA	\$ 3,000.00	\$9,000.00								5%	
52	Reset Trash Receptacle	2	EA	\$ 300.00	\$600.00								5%	

CONTINUATION

Page 1 of 2

CONTINUATION SHEET	
	APPLICATION NO: 1 PERIOD TO: 4/30/2022 CONTRACT FOR: Wheatlands Park Phase II Impvts. CONTRACT DATE: 2/15/2022 PROJECT NOS:

CONTINUATION SHEET	
	APPLICATION NO: 1 PERIOD TO: 4/30/2022 CONTRACT FOR: Wheatlands Park Phase II Impvts. CONTRACT DATE: 2/15/2022 PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK	COMPLETED	PERIOD	MATERIALS	TOTAL	%	BALANCE	Retainage rate	RETAINAGE
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	PRESENTLY STORED (NOT IN F OR G)	COMPLETED AND STORED TO DATE (F+G+H)	(I+E)	TO FINISH (E-I)	(10% retained to 50% completion) max 5% of total contract	(IF VARIABLE RATE)
53	Basketball Court Striping	1	LS	\$ 3,000.00	\$3,000.00								5%	
54	Concrete Pavement	18200	SF	\$ 10.50	\$191,100.00								5%	
55	Post-Tensioned Concrete Pavement	6450	SF	\$ 15.00	\$96,750.00								5%	
56	Concrete Curb	290	LF	\$ 50.00	\$14,500.00								5%	
57	Concrete Mowstrip	100	LF	\$ 32.00	\$3,200.00								5%	
58	Concrete Thickened Edge	80	LF	\$ 65.00	\$5,200.00								5%	
59	Concrete Ramp	1	EA	\$ 3,000.00	\$3,000.00								5%	
60	Sidewalk Chase	3	EA	\$ 4,000.00	\$12,000.00								5%	
61	Concrete Table	2	EA	\$ 2,200.00	\$4,400.00								5%	
62	Structural Concrete (stairs)	12	CY	\$ 1,750.00	\$21,000.00								5%	
63	Structural Concrete (cheekwalls)	22	CY	\$ 1,850.00	\$40,700.00								5%	
64	Structural Concrete (shelter columns)	76	CY	\$ 1,740.00	\$132,240.00								5%	
65	Manufactured Stone Veneer	1225	FF	\$ 40.00	\$49,000.00								5%	
66	Precast Wall & Column Caps	450	SF	\$ 63.00	\$28,350.00								5%	
67	Precast Tabletop (Round Top)	31	SF	\$ 119.00	\$3,689.00								5%	
68	Install Shelter	2	EA	\$ 24,000.00	\$48,000.00								5%	
69	Handrail	70	LF	\$ 240.00	\$16,800.00								5%	
70	Electrical/Lighting Service	1	LS	\$ 173,685.00	\$173,685.00								5%	
			(Unit)											
TOTAL	#REF!				\$1,648,000.00	\$0.00		\$46,800.00	\$0.00	\$21,800.00	1%	\$636,766.00	max 5%	\$ 2,340.00



EXTENDED DETENTION BASIN (EDB) POND #2
INSPECTION FORM

Date: 3/2/2022

Subdivision/Business Name: Wheatlands Metro District Inspector: Tanna Boisvert

Subdivision/Business Address: 6601 E. Wheatlands Pkwy

Weather: Broken Clouds High 72 Average Wind 8 MPH N

Date of Last Rainfall: Snow 2/24/2022 Amount: Snow 3 Inches

Property Classification: Residential Multi Family Commercial Other: (Circle One)

Reason for Inspection: Routine Complaint After Significant Rainfall Event (Circle One)

INSPECTION SCORING - For each facility inspection item, insert one of the following scores:
0 = No deficiencies identified 2 = Routine maintenance required
1 = Monitor (potential for future problem) 3 = Immediate repair necessary
N/A = Not applicable

FEATURES

1.) Inflow Points

- 0 Riprap Displaced
- 0 Erosion Present/Outfall Undercut
- 2 Sediment Accumulation
- 0 Structural Damage (pipe, end-section, etc.)
- 2 Woody Growth/Weeds Present

2.) Forebay

- na Sediment/Debris Accumulation
- na Concrete Cracking/Failing
- na Drain Pipe/Wier Clogged (not draining)
- na Wier/Drain Pipe Damage

3.) Trickle Channel (Low-flow)

- 2 Sediment/Debris Accumulation
- 0 Concrete/Riprap Damage
- 0 Woody Growth/Weeds Present
- 0 Erosion Outside Channel

4.) Bottom Stage (Micro-Pool)

- 0 Sediment/Debris Accumulation
- 0 Woody Growth/Weeds Present
- 0 Bank Erosion
- 0 Mosquitoes/Algae Treatment
- 0 Petroleum/Chemical Sheen

5.) Outlet Works

- 2 Trash Rack/Well Screen Clogged
- 0 Structural Damage (concrete, steel, subgrade)
- 0 Orifice Plate(s) Missing/Not Secure
- 0 Manhole Access (cover, steps, etc.)
- Woody Growth/Weeds Present

6.) Emergency Spillway

- 0 Riprap Displaced
- 0 Erosion Present
- 0 Woody Growth/Weeds Present
- 0 Obstruction/Debris

7.) Upper Stage (Dry Storage)

- 0 Vegetation Sparse
- 2 Woody Growth/Undesirable Vegetation
- 0 Standing Water/Boggy Areas
- 0 Sediment Accumulation
- 0 Erosion (banks and bottom)
- 0 Trash/Debris
- 0 Maintenance Access

8.) Miscellaneous

- 0 Encroachment in Easement Area
- 0 Graffiti/Vandalism
- 0 Public Hazards
- 0 Burrowing Animals/Pests
- NA Other

Inspection Summary / Additional Comments: #7 Trees that were recently cut down need to be removed, #5 Trash and debris, #3 Minor Throughout, #1 Trees within 10' of concrete structure need removal and Sediment removed from FES at northeast inlet. Old rock socks, remove from south inlet

OVERALL FACILITY RATING (Circle One)

- 0 = No Deficiencies Identified
- 2 = Routine Maintenance Required
- 1 = Monitor (potential for future problem exists)
- 3 = Immediate Repair Necessary

This inspection form shall be kept indefinitely and made available to the City of Aurora upon request.

Refer to "Standard Operating Procedures for Inspection and Maintenance"
Document Section EDB-2 for Inspection Guidelines



EXTENDED DETENTION BASIN (EDB) POND # 4
INSPECTION FORM

Date: 3/3/2022

Subdivision/Business Name: Wheatlands Metro District Inspector: Tanna Boisvert

Subdivision/Business Address: 6601 E. Wheatlands Pkwy

Weather: Broken Clouds, High 72 Average Wind 8 MPH N

Date of Last Rainfall: Snow February 24, 2022 Amount: Snow 3 Inches

Property Classification: Residential Multi Family Commercial Other:
(Circle One)

Reason for Inspection: Routine Complaint After Significant Rainfall Event
(Circle One)

INSPECTION SCORING - For each facility inspection item, insert one of the following scores:

0 = No deficiencies identified 2 = Routine maintenance required
1 = Monitor (potential for future problem) 3 = Immediate repair necessary
N/A = Not applicable

FEATURES

1.) Inflow Points

0 Riprap Displaced
1 Erosion Present/Outfall Undercut
0 Sediment Accumulation
0 Structural Damage (pipe, end-section, etc.)
0 Woody Growth/Weeds Present

2.) Forebay

na Sediment/Debris Accumulation
na Concrete Cracking/Failing
na Drain Pipe/Wier Clogged (not draining)
na Wier/Drain Pipe Damage

3.) Trickle Channel (Low-flow)

2 Sediment/Debris Accumulation
0 Concrete/Riprap Damage
0 Woody Growth/Weeds Present
0 Erosion Outside Channel

4.) Bottom Stage (Micro-Pool)

2 Sediment/Debris Accumulation
0 Woody Growth/Weeds Present
0 Bank Erosion
0 Mosquitoes/Algae Treatment
0 Petroleum/Chemical Sheen

5.) Outlet Works

2 Trash Rack/Well Screen Clogged
0 Structural Damage (concrete, steel, subgrade)
0 Orifice Plate(s) Missing/Not Secure
0 Manhole Access (cover, steps, etc.)
0 Woody Growth/Weeds Present

6.) Emergency Spillway

0 Riprap Displaced
0 Erosion Present
0 Woody Growth/Weeds Present
0 Obstruction/Debris

7.) Upper Stage (Dry Storage)

0 Vegetation Sparse
0 Woody Growth/Undesirable Vegetation
0 Standing Water/Boggy Areas
0 Sediment Accumulation
0 Erosion (banks and bottom)
0 Trash/Debris
0 Maintenance Access

8.) Miscellaneous

0 Encroachment in Easement Area
0 Graffiti/Vandalism
0 Public Hazards
0 Burrowing Animals/Pests
0 Other

Inspection Summary / Additional Comments: #1 Scour at south inlet, will monitor - no pipe undercutting present #3 algae and minor vegetation, #5 debris and trash, #4 trash

OVERALL FACILITY RATING (Circle One)

0 = No Deficiencies Identified 2 = Routine Maintenance Required
1 = Monitor (potential for future problem exists) 3 = Immediate Repair Necessary

This inspection form shall be kept indefinitely and made available to the City of Aurora upon request.

Refer to "Standard Operating Procedures for Inspection and Maintenance"
Document Section EDB-2 for Inspection Guidelines



EXTENDED DETENTION BASIN (EDB)
INSPECTION FORM

POND 9

Date: 3/2/2022

Subdivision/Business Name: Wheatlands Metro District Inspector: Tanna Boisvert

Subdivision/Business Address: 6601 E. Wheatland Pkwy

Weather: Broken Clouds, High 72 Average Wind 8 MPH N

Date of Last Rainfall: Snow February 24, 2022 Amount: Snow 3 Inches

Property Classification: Residential Multi Family Commercial Other: (Circle One)

Reason for Inspection: Routine Complaint After Significant Rainfall Event (Circle One)

INSPECTION SCORING - For each facility inspection item, insert one of the following scores:
0 = No deficiencies identified 2 = Routine maintenance required
1 = Monitor (potential for future problem) 3 = Immediate repair necessary
N/A = Not applicable

FEATURES

1.) Inflow Points

- 0 Riprap Displaced
- 1 Erosion Present/Outfall Undercut
- 0 Sediment Accumulation
- 0 Structural Damage (pipe, end-section, etc.)
- 2 Woody Growth/Weeds Present

2.) Forebay

- na Sediment/Debris Accumulation
- na Concrete Cracking/Failing
- na Drain Pipe/Wier Clogged (not draining)
- na Wier/Drain Pipe Damage

3.) Trickle Channel (Low-flow)

- 2 Sediment/Debris Accumulation
- 0 Concrete/Riprap Damage
- 0 Woody Growth/Weeds Present
- 0 Erosion Outside Channel

4.) Bottom Stage (Micro-Pool)

- 2 Sediment/Debris Accumulation
- 0 Woody Growth/Weeds Present
- 0 Bank Erosion
- 0 Mosquitoes/Algae Treatment
- 0 Petroleum/Chemical Sheen

5.) Outlet Works

- 2 Trash Rack/Well Screen Clogged
- 0 Structural Damage (concrete, steel, subgrade)
- 0 Orifice Plate(s) Missing/Not Secure
- 0 Manhole Access (cover, steps, etc.)
- 0 Woody Growth/Weeds Present

6.) Emergency Spillway

- 0 Riprap Displaced
- 0 Erosion Present
- 0 Woody Growth/Weeds Present
- 0 Obstruction/Debris

7.) Upper Stage (Dry Storage)

- 0 Vegetation Sparse
- 0 Woody Growth/Undesirable Vegetation
- 0 Standing Water/Boggy Areas
- 0 Sediment Accumulation
- 0 Erosion (banks and bottom)
- 0 Trash/Debris
- 0 Maintenance Access

8.) Miscellaneous

- 0 Encroachment in Easement Area
- 0 Graffiti/Vandalism
- 0 Public Hazards
- 0 Burrowing Animals/Pests
- 0 Other

Inspection Summary / Additional Comments: #1 scour at south and west inlets, will monitor - no undercutting present. Tree removal needed at west inlet that is within 5' of the FES. Trash removal from both inlet areas #3 Algae and minor vegetation. #5 Trash and debris. #4 Trash.

OVERALL FACILITY RATING (Circle One)

- 0 = No Deficiencies Identified
- 1 = Monitor (potential for future problem exists)
- 2 = Routine Maintenance Required
- 3 = Immediate Repair Necessary

This inspection form shall be kept indefinitely and made available to the City of Aurora upon request.

Refer to "Standard Operating Procedures for Inspection and Maintenance"
Document Section EDB-2 for Inspection Guidelines



EXTENDED DETENTION BASIN (EDB) MAINTENANCE FORM

Subdivision/Business Name: _____ Completion Date: _____

Subdivision/Business Address: _____ Contact Name: _____

Maintenance Category: Routine Restoration Rehabilitation
(Circle All That Apply)

MAINTENANCE ACTIVITIES PERFORMED

ROUTINE WORK

- ___ MOWING
- ___ TRASH/DEBRIS REMOVAL
- ___ OUTLET WORKS CLEANING (TRASH RACK/WELL SCREEN)
- ___ WEED CONTROL (HERBICIDE APPLICATION)
- ___ MOSQUITO TREATMENT
- ___ ALGAE TREATMENT

RESTORATION WORK

- ___ SEDIMENT REMOVAL
 - ___ FOREBAY
 - ___ TRICKLE CHANNEL
 - ___ INFLOW
- ___ EROSION REPAIR
 - ___ INFLOW POINT
 - ___ TRICKLE CHANNEL
- ___ VEGETATION REMOVAL/TREE THINNING
 - ___ INFLOW(S)
 - ___ TRICKLE CHANNEL
 - ___ UPPER STAGE
 - ___ BOTTOM STAGE
- ___ REVEGETATION
- ___ JET-VAC/CLEARING DRAINS
 - ___ FOREBAY
 - ___ OUTLET WORKS
 - ___ INFLOWS

REHABILITATION WORK

- ___ SEDIMENT REMOVAL (DREDGING)
 - ___ BOTTOM STAGE
 - ___ UPPER STAGE
- ___ EROSION REPAIR
 - ___ OUTLET WORKS
 - ___ UPPER STAGE
 - ___ BOTTOM STAGE
 - ___ SPILLWAY
- ___ STRUCTURAL REPAIR
 - ___ INFLOW
 - ___ OUTLET WORKS
 - ___ FOREBAY
 - ___ TRICKLE CHANNEL

OTHER _____

ESTIMATED TOTAL MANHOURS: _____

EQUIPMENT/MATERIAL USED: _____

COMMENTS/ADDITIONAL INFO: _____

This Maintenance Activity Form shall be kept indefinitely and made available to the City of Aurora upon request.

Refer to "Standard Operating Procedures for Inspection and Maintenance"
Document Section EDB-3 for Maintenance Guidelines

2022 May Agenda

District Business

- Authority Update (documents to be added asap)
 - Working with the Bank to consolidate the loan
 - Marketing Update
 - Waiting on Architect design for phase 2
 - Aurora YMCA Marketing signs
 - Getting into the local neighborhood newsletters – offering a \$1 month promo to each community on a different month
 - Moving forward with the water meter
 - Urban Soccer Field purchase [5-A-Side Soccer Fields | Urban Soccer Park](#) (can rent out to the community)
 - Starting in July, no longer allowing 3rd and 4th adult add-on to memberships
- Park Bathroom Vandalism update
- Clubhouse Rental Contract (violations)
- Camp Gladiator field rental proposal
- Sponsorships
- Awning installation (mid-May)
- Pool deck preparation
- Monument Lights – completed 4/21
- Jellyfish lights installed – 4/21-4/22
- Safety grant submission (for gate handle and jelly fish lights submitted 5/2/22)
- Square Shelf installed
- Staining the monument fences – one left
- Smoky Hill Snow Removal Damage update – too early to tell
- Snow removal Map update
- Kitchen and bathroom project (wait until late summer)

Event Recap

- Friday, April 22nd Men's Poker Night (prizes for winnings) -12 people attended

Upcoming Events

- Food truck Nights 5-7pm
 - May 18th – Magician (Erin Mehojah sponsoring)
 - June 22nd – Magician and Madonna/Prince tribute band (Jen Cronk sponsoring band)
 - July 20th – Animal Safari (Erin Mehojah sponsoring)
 - Aug 10th – Magician/Balloon Twister (same person)- (Erin Mehojah sponsoring)
- Saturday, June 11th 12-2pm “Welcome Back to Summer” (Pizza, Ice-cream, Face-painter and Balloon Twister) - (Erin Mehojah sponsoring)
- June 17-18th Neighborhood Garage Sale
- June 25th Dumpster and Shred Day

- July 4th Celebration 11-2pm (Bike Parade/Firetruck at 10:30 am, 2 Face-painters, a balloon twister, barrel train, Kegs, Margarita Machine, bartenders, large slide bounce house- confirmed)
- September 17th-Oktoberfest Beer tasting and food pairing
- October 15th – Halloween Decorating Contest? And Pumpkin Patch
- November 12th – Murder Mystery Night
- December – Holiday Decorating Contest
- December 11th 4-6pm Stories with Santa, Horse Drawn Carriage Rides, Hot Chocolate and Cookies

14051 E Davies Avenue Unit A
Centennial, CO 80112

Date	Estimate #
4/8/2022	1506

Name / Address
Wheatlands Metropolitan District c/o Kimberly Armitage YMCA of Metropolitan Denver 27151 E. Lakeview Dr. Aurora, CO 80016

Ship To

Project
2022 Enhancements

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
4/8/2022	1506

Name / Address
Wheatlands Metropolitan District c/o Kimberly Armitage YMCA of Metropolitan Denver 27151 E. Lakeview Dr. Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
<p>This proposal is good for thirty (30) days from the date of issue.</p> <p>There is a five percent (5%) discount for payment in full made prior to commencement of work. In this case owner will be notified by CPLS as to payment date. If the project is a phased project, a phased and partial billing will be identified and payments after the initial deposit will be based upon completion of phases.</p> <p>All plants, materials and workmanship will be warranted for a period of one year from date of project completion. The plant warranty shall consist of a onetime only replacement of the dead plant material. It is the Owner's responsibility to report any concerns regarding any planting and not wait until the plant is dead before notifying CPLS. Replacement will be the same or a mutually agreed upon plant material. CPLS does not warrant any plant material against; including but not limited to, negligence of care by Owner, weather related damage, natural disasters, environmental conditions, vandalism, and damage from animals, wildlife, and pests.</p> <p>Acceptance of Contract</p> <p>By my signature below I do hereby accept this proposal dated _____ as presented.</p> <p>Signature: _____</p> <p>_____ Date _____</p> <p>_____</p> <p>Please Print Name _____</p>			
Total			\$2,320.00

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Youth Dance							
Class	Participants		Members (\$80)		Non Member (\$110)		
Poms	12		10		2		
Mini Poms	12		8		4		
Kindy Ballet	12		9		3		
Hip Hop	8		5		3		
Total	44		32		12		
\$ paid			\$ 2,560.00		\$ 1,320.00	Total	\$3,880
Instructor Cost		\$30 per class					
		4 classes per week for 8 weeks				Total	\$960
Program Supplies cost						Total	\$180
(pom poms)							
						Revenue	\$2,740
Tae Kwon Do			Members (\$50/month x 2 months)				
	15		15				
						Total	\$1,500
Instructor Cost		\$30 per class					
		2 classes a week for 8 weeks				Total	\$480
program supplies (one time cost)						Total	\$300
						Revenue	\$720
Cooking Class			Member Cost \$60				
	15		8 weeks session			Total	\$900
Instructor Cost		\$30 per class				Total	\$240
		1 class 8 weeks					
Program Supplies						Total	\$400
						Revenue	\$260
Cooking class is hard to make money with all the supply cost each week. We will be upping cost to participant							
\$110 for non member							