

WHEATLANDS METROPOLITAN DISTRICT
REGULAR MEETING
Wheatlands Clubhouse
6601 S. Wheatlands Parkway, Aurora
August 11, 2022 at 6:00 p.m.
www.wheatlandsmetro.org

Paulette Martin, President	Term to May 2023
Kathy Barela, Treasurer	Term to May 2025
Rodney DeWalt, Assistant Secretary	Term to May 2023
Sameer Bhatnagar, Assistant Treasurer	Term to May 2023
Brooke Holliman, Secretary	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. 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.
5. 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 July 14, 2022 Regular Meeting and July 28, 2022 Special Meeting
 - b. Approval/Ratification of Claims Paid in the amount of \$_____
 - c. Approval/Ratification of City of Aurora Invoice for 2” Irrigation Meter in the amount of \$201,307.68
 - d. Approval/Ratification of Water Service Connection Fee Allocation Agreement with City of Aurora
 - e. Ratify Work Order Nos. 79-82 with Cox Professional Landscaping
 - f. Approval of Richdell Construction, Inc. Pay Application No. 4
6. Covenant Enforcement/Design Review
 - a. Review Architectural Review and Covenant Enforcement Reports
 - b. Discuss and Consider Revisions to Contract with AMI
7. Financial Matters
 - a. Review Unaudited Financial Statements for the period ended June 30, 2022
 - b. Other Financial Matters
8. Landscape Maintenance
 - a. Review Landscape Maintenance Report and Status of Approved Work Orders
 - b. Review and Consider Approval of Work Orders/Proposals

- i. Estimate 1561 for Plant Replacements in the Amount of \$74,577.45
 - ii. Estimate 1562 for Seating Space in the Amount of \$7,263.50
 - c. Review Water Usage Tracking Report
 - d. Other Landscape Maintenance Matters
- 9. Legal Matters
 - a. Discuss Retaining IDEA Law Group for District Foreclosures
 - b. Other Legal Matters
- 10. District Management
 - a. District Manager's Report
 - b. District Business
 - i. Park Light Poles
 - ii. Meter Install Update
 - iii. Smoking Pole at Buffalo
 - iv. Update on Kitchen and Bathroom Project
 - v. Pool Deck Furniture Options
 - vi. Life Guard Chairs Ordered (2) and Delivered
 - vii. Wheatlands Clubhouse Roof
 - c. Authority Update
 - i. Membership Numbers
 - ii. Membership Numbers for July vs. June (1091)
 - iii. Program Signups and Revenue
 - iv. Marketing Update (\$1 August Sign-up)
 - d. Review and Consider Approval of Work Orders/Proposals
 - i. Proposal from ProSec for Trash Enclosure Camera in the amount of \$1,875.00
 - ii. Proposal from CLI Services to Re-install Branch Circuit Conductors in the Amount of \$6,348.38
 - iii. Proposal from Shad Wilson for Holiday Lighting in the Amount of \$7,500
 - iv. Proposal from Aquatic Chemical Solutions for Automated Chemical Controllers in the Amount of \$8,927.40
 - v. Proposal from SOS Technologies for Oxygen Tanks
 - e. District Events – Event Recap and Upcoming Events
 - f. Other District Management Matters
- 11. Capital Projects
 - a. Wheatlands Park Phase II
 - i. Project Update
 - ii. Discuss Reimbursement of Use Tax
 - b. Urban Soccer Fields
 - i. Project Update
 - ii. Approve Ground Lease Agreement with the Wheatlands Park and Recreation Authority (to be distributed)
- 12. Director's Items
 - a. SARIA Update
 - b. Review and Discuss Board Emails Received (board@wheatlandsmetro.org)
 - c. Other Director Items
- 13. Other Business
- 14. 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: July 14, 2022 at 6:00 p.m., Wheatlands Clubhouse
6601 S. Wheatlands Parkway, Aurora.

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:

Paulette Martin
Kathy Barela
Sameer Bhatnagar

*Rodney DeWalt and Brooke Holliman were excused
absent.*

Also present were Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Eric Weaver, Marchetti & Weaver, District Accountant; Isabell Rodau, YMCA, District Manager; Sharon Suzle, Advanced Management, LLC; 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

Ms. Stutz 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. Ms. Stutz 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	None.
Consent Agenda	<p>The Board reviewed the items on the consent agenda. Ms. Stutz 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 requested to be 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:</p> <ul style="list-style-type: none"> • Approval of Minutes from June 9, 2022 Regular Meeting and June 23, 2022 Special Meeting • Approval/Ratification of Claims Paid in the amount of \$271,682.19
Financial Matters	
Review Unaudited Financial Statements for the period ended May 31, 2022	Mr. Weaver reviewed the May 31, 2022 unaudited financial statements. Following discussion, upon motion duly made and seconded, the Board approved the financial statements.
Conduct Public Hearing on 2022 Amended Budget	Mr. Weaver opened the public hearing on the 2022 Budget Amendment. Ms. Stutz noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.
Consider Adoption of Resolution Adopting 2022 Amended Budget	Ms. Weaver reviewed the Resolution Amending the 2022 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution amending the General Fund to \$3,234,779 and the Park Fund to \$4,611,048.
Other Financial Matters	None.
Landscape Maintenance	
Review Landscape Maintenance Report and Status of Approved Work Orders	Mr. Cox reviewed the landscape maintenance report. Mr. Cox noted that Phase II project area main line has been hit twice and Richdell is repairing.

Review and Consider
Approval of Work
Orders/Proposals

The Board reviewed Work Order 1554. Following discussion, upon motion duly made and seconded, the Board approved the work order.

The Board reviewed Work Order 1540. Following discussion, upon motion duly made and seconded, the Board approved the work order.

Discuss Wheatlands 2022
Tree Planting and Warranty
Replacement List and
Review and Consider
Approval for Tree
Replacement

The Board reviewed Work Order 1550. Following discussion, upon motion duly made and seconded, the Board approved the work order.

Discuss Entryway Planting
Warranty Walk and Punchlist

Mr. Cox provided an update on Entryway Planting Warranty Walk and Punchlist. It was noted that there were a number of plants that need to be replaced. Mr. Cox is waiting on Ms. Dominquez from Architerra Group for the design change.

Other Landscape
Maintenance Matters

Director Bhatnagar asked about the trees on the south side of Powhaton Street and noted he would like to discuss trees during budgeting. Director Bhatnagar would like to walk and discuss options for privacy.

Ms. Rodau noted there is an aphid infestation of one of the plants by the boy's bathroom and the infestation is attracting wasps and yellow jackets. Mr. Cox doesn't recommend spraying chemicals. Mr. Cox advised the issue is due to the nature of the plant; he recommends removal. The Board directed Cox Landscaping to remove the plant. Cox Landscaping will remove plant in a couple weeks. The Board discussed options for the resulting empty space. Mr. Cox to come up with proposals for options.

Mr. Cox provided a spreadsheet for shrub replacement for dead shrubs and plant shrubs where shrubs are missing. The Board reviewed and discussed as possible item for next year's budget. Cox Landscaping to provide separate estimate for each area and take a phased approach. The Board will review and decide priority. The Board will start with community center replacement for now. Following discussion, upon motion duly made and seconded, the Board approved shrub replacement at the community center.

Mr. Cox discussed possible rate change for snow removal contract. Mr. Cox stated there were 23 snow events for three months and would like to modify the contract to reflect time and materials cost after a specific number of events. Board directed Mr. Cox to provide proposal at the next meeting. Director Barela asked about the City's pilot program with Blackstone. Legal Counsel to follow up with the City.

Legal Matters

None.

District Management

District Manager's Report

Ms. Rodau presented the Manager Report. She noted that the Girl's bathroom is officially finished. The guard room has a shelf now. The playground damage has been repaired. The submeter install is still in process.

Ms. Rodau has received resident mineral rights and fracking inquiries. Ms. Stutz noted these requests relate to private property, not district property and suggested that each resident should review their title and consult their attorney regarding the same. Legal Counsel is to provide email response language to Ms. Rodau.

Ms. Rodau provided update on designated smoking area. Ms. Rodau will wait to order a bench for the smoking area until the destroyed benches issue is resolved. The Board engaged in a general discussion regarding a smoking pole. Following discussion, upon motion duly made and seconded, the Board authorized Ms. Rodau to purchase smoking pole not to exceed four hundred dollars (\$400).

Ms. Rodau reported that several light poles in the district have been vandalized. The copper wiring from two poles has been stolen. Ms. Rodau is obtaining an estimate for that repairs. Director Martin and Director Barela suggested adding information into the newsletter about the light pole vandalism and to request residents report incidents.

Ms. Rodau provided an update on the clubhouse kitchen remodel. Ms. Rodau noted there would be additional costs such as higher insurance premiums to add a range to the clubhouse and suggests foregoing the range for now. Director Martin would still like to pursue the rest of the kitchen update. Director Barela suggested adding the update to next year's budget.

Ms. Rodau asked if the Board would like to update the pool furniture. Following general discussion, Ms. Rodau is to obtain proposals on new pool furniture and disposal of the old one.

Ms. Rodau provided an update on Wheatlands Park and Recreation Authority.

Review and Consider
Approval of Work
Orders/Proposals

None.

Discuss Surveillance Camera
Installation by Clubhouse
Dumpster

Ms. Rodau noted trash is being dumped outside the clubhouse dumpster. Ms. Rodau to obtain proposals for the surveillance camera.

Other District Management
Matters

Ms. Suzle reviewed the covenant enforcement matters and executive summary. Director Martin asked asked if the District is caught up on design matters. Ms. Suzle confirmed all design matters are caught up. Ms. Suzle noted a possible hearing may be required in August. Director Barela asked for a reminder in the newsletter about landscaping maintenance for covenant enforcement and options to improve resident lawns.

Capital Projects

Wheatlands Park Phase II
Update

Ms. Stutz provided update on Wheatlands Park Phase II. Ms. Stutz reviewed an email from Architerra, reporting that the old park benches were destroyed, additional compaction testing is needed, and additional lighting for shelters is needed. The Board would like compensation for those benches. Legal Counsel to work with Architerra on options.

The Board reviewed compaction testing. Following discussion, upon motion duly made and seconded, the Board testing not to exceed to seventy five hundred dollars (\$7,500).

The Board reviewed lighting for shelters. Following discussion, upon motion duly made and seconded, the Board approved moving forward with the additional lighting design work.

The Board reviewed Pay Application No. 2. Following discussion, upon motion duly made and seconded, the Board approved the pay application.

The Board reviewed Pay Application No. 3. Following discussion, upon motion duly made and seconded, the Board approved the pay application.

WPRA Facility –Soccer
Fields Update

Ms. Stutz provided an update on the soccer fields installations. The project has been publicly bid. It was noted that the District received three inquiries to date and bidding closes July 21, 2022 at 2:00pm.

WPRA Facility – Water
Usage Billing

Ms. Stutz provided an update on water usage billing. The District and Authority previously discussed that the District will pay for all irrigation water that runs through the meter for the Authority. Legal Counsel to check with the Authority on the submeter agreement.

Director’s Items

SARIA Update General
discussion

Ms. Stutz provided an update on SARIA bonds. SARIA is having a special Meeting on July 20, 2022.

Review and Discuss Board
Emails Received

None.

Other Director Items

Director Bhatnagar would like to renegotiate the swim team contract next year. Director Barela agreed.

Other Business

Director Barela asked about providing outdoor games for the park. Ms. Rodau cautioned the Board about costs for lost items.

Director Barela would like to have the umbrella pole bolted to ground by pool removed. Ms. Rodau to look into removal.

Director Barela provided an update on Y Your Way.

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 11th day of August, 2022.

Wheatlands Metropolitan District
Claims Paid
July 1 through July 31, 2022

	Type	Date	Memo	Amount
Amazon Business				
	Bill Pmt -Check	07/26/2022	Wall Mounted Coat Rack for Guard Shack	-69.99
				-69.99
American Awning Company				
	Bill Pmt -Check	07/14/2022	Installation of Two Shade Sails	-400.00
	Bill Pmt -Check	07/14/2022	Final Payment Job No. 227015/7890	-3,526.50
				-3,926.50
American Conservation & Billing Solutions				
	Bill Pmt -Check	07/14/2022	July 2022 Billing Services	-3,502.00
				-3,502.00
American Eagle Protective Services LLC				
	Bill Pmt -Check	07/14/2022	June 2022 Security Service Provided	-625.00
				-625.00
AMI				
	Bill Pmt -Check	07/14/2022	June 2022 Management Fee	-3,605.00
			March 2022 Management Fee (Rec'd	
	Bill Pmt -Check	07/22/2022	07/07/2022)	-3,500.00
				-7,105.00
AMS				
	Bill Pmt -Check	07/14/2022	May 2022 HVAC Maintenance	-185.00
	Bill Pmt -Check	07/14/2022	June 2022 HVAC Maintenance	-185.00
				-370.00
Aquatic Chemical Solutions, Inc.				
			Replacement of Multiport Valve-Spider Gasket	
	Bill Pmt -Check	07/22/2022	Blown	-708.72
	Bill Pmt -Check	07/22/2022	Replacement of Multi-port Valve	-844.55
	Bill Pmt -Check	07/22/2022	Replacement of Vac Alert on Pool Pump	-146.95
	Bill Pmt -Check	07/22/2022	Taylor Test Kit	-207.75
				-1,907.97
Architerra Group Inc.				
	Bill Pmt -Check	07/14/2022	Planning-park phase 2	-2,284.96
	Bill Pmt -Check	07/22/2022	Planning-park phase 2	-8,668.24
				-10,953.20
Around the Corner Handyman LLC				
	Bill Pmt -Check	07/14/2022	Handyman Services	-1,163.17
	Bill Pmt -Check	07/22/2022	Handyman Services	-75.00
	Bill Pmt -Check	07/22/2022	Handyman Services	-89.24
	Bill Pmt -Check	07/27/2022	Handyman Services	-75.00
				-1,402.41
Aurora Water				
	Bill Pmt -Check	07/26/2022	Water Service 06/06/2022 - 07/06/2022	-29,591.14
				-29,591.14
Be Happy Interiors				
	Bill Pmt -Check	07/14/2022	Supplies and Materials	-526.02
				-526.02
City of Aurora				
	Bill Pmt -Check	07/07/2022	Tap Fee for 2" Irrigation Meter	-201,307.68
				-201,307.68
Colorado Lighting, Inc.				
	Bill Pmt -Check	07/22/2022	June 2022 Inspection Fee; Lighting Repair &	-252.88
				-252.88

Wheatlands Metropolitan District
Claims Paid
July 1 through July 31, 2022

	Type	Date	Memo	Amount
Cox	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-2,872.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-1,347.02
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-517.11
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-137.05
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-896.92
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-79.40
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-39.90
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-892.14
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-870.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-79.40
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-1,230.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-542.28
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-207.56
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-182.50
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-224.16
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-51.60
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-301.60
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-708.80
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-60.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-332.30
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-180.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-14,698.50
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-176.99
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-625.40
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-652.75
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-1,710.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-270.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-60.00
	Bill Pmt -Check	07/14/2022	Irrigation & Landscaping Services	-350.52
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-443.57
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-14,698.50
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-295.00
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-718.18
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-661.91
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-303.75
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-1,583.96
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-406.75
	Bill Pmt -Check	07/22/2022	Irrigation & Landscaping Services	-1,138.44
	Bill Pmt -Check	07/27/2022	Irrigation & Landscaping Services	-755.59
	Bill Pmt -Check	07/28/2022	Irrigation & Landscaping Services	-612.99
	Bill Pmt -Check	07/29/2022	Irrigation & Landscaping Services	-646.83
	Bill Pmt -Check	07/29/2022	Irrigation & Landscaping Services	-360.91
	Bill Pmt -Check	07/29/2022	Irrigation & Landscaping Services	-584.49
	Bill Pmt -Check	07/29/2022	Irrigation & Landscaping Services	-155.00
				-53,661.77
General Air Service & Supply				
Bill Pmt -Check	07/14/2022	Recharging of Liquid CO1	-230.67	
Bill Pmt -Check	07/21/2022	Recharging of Liquid CO0	-212.58	
Bill Pmt -Check	07/26/2022	Recharging of Liquid CO1	-95.29	
Bill Pmt -Check	07/26/2022	Recharging of Liquid CO2	-230.12	
			-768.66	

Wheatlands Metropolitan District
Claims Paid
July 1 through July 31, 2022

	Type	Date	Memo	Amount
Hillyard - Denver				
	Bill Pmt -Check	07/22/2022	Janitorial Supplies	-99.48
	Bill Pmt -Check	07/22/2022	Janitorial Supplies	-57.60
	Bill Pmt -Check	07/22/2022	Janitorial Supplies	-550.57
	Bill Pmt -Check	07/27/2022	Janitorial Supplies	-306.22
	Bill Pmt -Check	07/27/2022	Janitorial Supplies	-215.48
	Bill Pmt -Check	07/27/2022	Janitorial Supplies	-445.78
				<u>-1,675.13</u>
Juana Saquimux				
	Bill Pmt -Check	07/14/2022	July 2022 Clubhouse Janitorial Services	-1,060.00
				<u>-1,060.00</u>
Marchetti & Weaver, LLC				
	Bill Pmt -Check	07/22/2022	June 2022 Accounting Services	-6,873.49
	Bill Pmt -Check	07/22/2022	June 2022 Accounting Services	-2,547.00
				<u>-9,420.49</u>
Playground Safety Solutions				
	Bill Pmt -Check	07/29/2022	Quarterly Playground Maintenance	-250.00
				<u>-250.00</u>
Premier A/V, LLC				
	Bill Pmt -Check	07/14/2022	Installation of 70V Cable & Equipment	-5,037.13
				<u>-5,037.13</u>
ProSec Integration, LLC				
	Bill Pmt -Check	07/22/2022	Order for 200 Key Fobs	-1,110.00
				<u>-1,110.00</u>
Richdell Construction, Inc.				
	Bill Pmt -Check	07/22/2022	June 2022 Park Phase II Work	-161,477.20
				<u>-161,477.20</u>
Special District Association				
	Bill Pmt -Check	07/14/2022	2022 Annual SDA Membership Dues	-1,237.50
				<u>-1,237.50</u>
Storm Water Asset Protection, LLC				
	Bill Pmt -Check	07/27/2022	Contractor Coordination & Mileage	-802.04
				<u>-802.04</u>
The Aqueous Solutions, Inc.				
	Bill Pmt -Check	07/22/2022	Delivery of Pool Chemicals	-554.00
				<u>-554.00</u>
Waste Management of Denver				
	Bill Pmt -Check	07/21/2022	July 2022 Pool Dumpster Rental	-408.22
	Bill Pmt -Check	07/21/2022	July 2022 Residential Trash Removal	-12,262.65
				<u>-12,670.87</u>
Wells Fargo Credit Card				
	Bill Pmt -Check	07/21/2022	Community Events, Clubhouse Expenses	-3,811.24
				<u>-3,811.24</u>
White Bear Ankele				
			June 2022 Legal Services Provided for	
	Bill Pmt -Check	07/22/2022	Collections	-150.00
	Bill Pmt -Check	07/22/2022	June 2022 Legal Services Provided	-9,326.14
				<u>-9,476.14</u>
XCEL Energy				
	Bill Pmt -Check	07/21/2022	June 2022 Electric Utility	-1,124.72
				<u>-1,124.72</u>
YMCA of Metropolitan Denver				
	Bill Pmt -Check	07/14/2022	Mar Management & Feb Expense	-17,975.00
			June 2022 Management Services & May 2022	
	Bill Pmt -Check	07/14/2022	Supplies Reimbursement	-10,685.56
	Bill Pmt -Check	07/27/2022	Feb 2022 Management Services	-17,875.00
				<u>-46,535.56</u>
Zions Bancorporation, NA				
	Bill Pmt -Check	07/22/2022	June 2022 WPRA District Fee	-39,726.82
				<u>-39,726.82</u>
Total Claims Paid				<u><u>-611,939.06</u></u>



15151 E Alameda Pky
Aurora CO 80012
303-739-7420

RSN: 1637162
23-June-2022

PERMIT#: 22-2171280-000-00
INVOICE#: 682483
INVOICE DATE: 06/23/2022

INVOICE

People RSN: 233834
RICK GONZALES
WHEATLANDS METROPOLITAN DISTRICT C/O MARCHETTI & WEAVER LLC
245 CENTURY CIRCLE 103
LOUISVILLE CO 80027
7202109137

Address: 6098 S KEWAUNEE WAY WATER IRR
Project Number:
WHEATLANDS SUBDIVISION FLG NO 6 / 2" IRRIGATION METER

<u>Fee Description</u>		<u>Amount</u>
0050545760	Irrigation Service Fee	201,113.68
0050045170	Construction Water Fee	49.00
0050042900	Water Service (Meter Pit to Unit)	145.00
TOTAL DUE		\$201,307.68
PAYMENT RECEIVED		0.00
BALANCE		\$201,307.68

Pay these fees online at: <http://aurora4biz.org/AnyPayment/> and search by address or invoice number.

From: AmandaSystem@auroragov.org
To: [James Shultz](#)
Subject: City of Aurora Receipt Details for Transaction#: 190511426
Date: Wednesday, July 6, 2022 8:39:36 AM

[**EXTERNAL EMAIL**]

Thank you for your payment to the City of Aurora.
These receipt details are very important if you should ever have to investigate a payment.

The PaymentDate was: 7/6/2022 8:39:15 AM

The Item was: City of Aurora Fees for Project# 1637162

The Amount Paid to the City of Aurora was: \$201307.68

The Transaction# was: 190511426

The Billnumber was: 682483

Best Regards,
The City of Aurora

Water Service Connection Fee Allocation Agreement

This Agreement, is entered into and effective this ____ day of _____, 20____, by and between Wheatlands Metropolitan District C/O Marchetti & Weaver, LLC, owner of property located at 6098 S Kewaunee Way, Aurora, Colorado 80016, referred to as "Owner", whose address is 245 Century Circle, Suite 103 Louisville, CO 80027, and the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Aurora, Colorado, 80012, referred to as "Aurora". The Owner and Aurora shall be referred to herein as "Party", and collectively as "Parties".

Recitals

WHEREAS, the Owner is the owner of a certain lot or parcel of land situated in the County of Arapahoe, State of Colorado, to-wit:

Subdivision Wheatlands, Filing Number 6, Lot ____, and Block ____.

See Exhibit 1 wherein the description is more fully set forth. Exhibit 1 is attached hereto and incorporated herein by reference.

WHEREAS, the service connection fee for providing water to the property is defined in Section 138-221, Aurora City Code.

NOW, THEREFORE, in consideration of the covenants and promises which is hereby acknowledged, Aurora and Owner agree as follows:

1. Owner has applied for a Z-Zone service connection and subsequent water allocation for purposes of calculation and payment owed to Aurora for the service connection fees to provide water services to the property as defined in Section 138-221 of the Aurora City Code.
2. Owner has submitted their landscape plan for the property and the Water Conservation Supervisor of Aurora Water or Designee has approved the application for a Z-Zone service connection.
3. Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be 1,190,891 gallons per year.
4. Owner, for itself, its heirs, successors and assigns, agrees, and acknowledges that it will be charged and billed a capital recovery fee pursuant to City Code Section 138-221 for any water usage that exceeds the annual water allocation as defined in Paragraph 3 above for each year.
5. Every year on January 1, Aurora Water will reset the annual water allocation of 3,345,273 gallons per year for the first three (3) years. Upon successful

establishment, the allocation will be reset to 1,190,891 gallons per year on the following January 1.

6. Undersigned Owner and each new owner, may have a one time opportunity to submit an application to increase the water allocation for the property. If approved by the Water Conservation Supervisor of Aurora Water or Designee, Owner will be required to pay the outdoor service fee based on the landscape type which is installed. The outdoor service fee will be based on current fees at time of payment.
7. Owner must provide a copy of this Agreement to any new owner before the transfer of the property ownership and shall provide proof of such to Aurora Water.
8. Aurora Water will not issue any refunds on any paid amount for the service connection fee.
9. This Agreement shall be recorded with the Clerk and Recorder of Arapahoe County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement this ____ day of _____, 20__.

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Tim York, Water Conservation Supervisor

Date

Approved as to form for Aurora:

Ian Best, Assistant City Attorney

Date

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by Tim York, Water Conservation Supervisor, 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)

Owner:

Paulette J. Martin Paulette J. Martin 7-5-22
Print Name and Title Signature Date
President

State of Colorado)
County of Argonne) ss

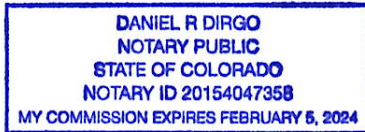
The foregoing instrument was acknowledged before me this 5 day of July, 2022,
by Paulette J. Martin, President, acting on behalf of the
Wheatlands Metro district.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 2-5-2024

(Seal)



Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/15/2022	1558

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
Plant replacement for entry to Pool complex- Wheatlands			
#5 Miscanthus Karl Foerster installed	27		1,907.55
#5 Spreading Cotoneaster installed	17	EA	1,322.60
#5 Miss Kim installed	1	EA	65.50
#5 Miscanthus Yaku Jima installed	3		211.95
#5 Mohican Viburnum installed	1	EA	77.80
#5 Pampas Grass installed	2	EA	155.60
Subtotal			3,741.00
This proposal and estimate is good for thirty (30) days from the date of issue.			
Acceptance of Contract			
By my signature below I do hereby accept this proposal dated _____ as presented.			
Signature: _____ Date _____			
Please Print Name _____			
Total			\$3,741.00

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Work Order No. 79 to Independent Contractor Agreement Landscape Maintenance and Snow Removal dated April 11, 2019 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement "shall apply to the Scope of Services set forth in this Work Authorization.

Contractor: _____ Date: _____

District: *Paula Martin* Date: **Jul 19, 2022**

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
6/30/2022	1540

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

Ship To

Project

Description	Qty	U/M	Total
Remove existing native grass and replace with sod- corner of Powhaton and Wheatlands Parkway			
Demo. Work	8	hr	520.00
Till in soil amendment, grade, install sod	840	sqft	2,520.00
General Landscape Labor	8	hr	520.00
Total			\$3,560.00

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Work Order No. 80 to Independent Contractor Agreement Landscape Maintenance and Snow Removal) dated April 11, 2019 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement shall apply to the Scope of Services set forth in this Work Authorization.

Contractor: _____ Date: _____

District: *Paulette Martin* Date: **Jul 21, 2022**

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/11/2022	1550

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
Tree Planting and Warranty Tree replacements- Wheatlands			
Oak, Burr 2" installed	2	EA	2,600.00
2" Coffee Tree installed	7	EA	9,100.00
2" Hackberry installed	5	EA	6,500.00
2" Ohio Buckeye installed	1		1,300.00
2" Chinkapin Oak installed	1	EA	1,300.00
Honeylocust 2" installed	1	EA	1,300.00
Pear 2" installed	3	EA	3,900.00
Radiant (or Royal Raindrops) Crabapple 2" installed	1	EA	1,200.00
2" Thornless Hawthorn installed	2		2,400.00
2" Catalpa installed	3	EA	3,900.00
2" trees (T.B. D.) installed	4	EA	5,200.00
Warranty Work			0.00
Pinon Pine 6' installed	1	EA	0.00
2" Catalpa installed	1	EA	0.00
Ponderosa Pine 6' installed	1	EA	0.00
Total			

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 #
7/11/2022	1550

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
<p>This proposal and estimate is good for thirty (30) days from the date of issue.</p> <p>Acceptance of Contract</p> <p>By my signature below I do hereby accept this proposal dated _____ as presented.</p> <p>Signature: _____ Date _____</p> <p>Please Print Name _____</p>			
Total			\$38,700.00

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Work Order No. 81 to Independent Contractor Agreement Landscape Maintenance and Snow Removal) dated April 11, 2019 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement shall apply to the Scope of Services set forth in this Work Authorization.

Page 2

Contractor: _____ Date: _____

District: *Paula Martin* Date: **Jul 21, 2022**

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/12/2022	1554

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
Top-dress decorative rock around inside of pool area and (as needed) in park and clubhouse area			
General Landscape Labor	24		1,560.00
Colorado Red -3/4" or 1 1/2"	7	ton	691.60
Local River Rock 1 1/2"	10	ton	842.70
This proposal and estimate is good for thirty (30) days from the date of issue.			
Acceptance of Contract			
By my signature below I do hereby accept this proposal dated _____ as presented.			
Signature: _____ Date _____			
Please Print Name _____			
Total			\$3,094.30

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Work Order No. 82 to Independent Contractor Agreement Landscape Maintenance and Snow Removal) dated April 11, 2019 (the "Agreement"). The Parties agree that all terms and conditions of the Agreement shall apply to the Scope of Services set forth in this Work Authorization.

Contractor: _____ Date: _____

District: *Paulette Martin* Date: **Jul 21, 2022**

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: 4
PERIOD TO: 7/31/2022

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)	\$	724,552.13
5. RETAINAGE		
a. 10% of Completed and stored work or if over 50% complete		
b. Max 5% of completed & stored work	\$	36,227.61

Total Retainage

Total in Column I of G703) \$ 36,227.61

6. TOTAL EARNED LESS RETAINAGE.....	\$688,324.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$318,205.59
8. CURRENT PAYMENT DUE.....	\$370,118.93
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4).....	\$ 923,447.87
(Line 3 less Line 6).....	\$ 959,675.48

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 31 day of July 2022

Date: 7-31-22

Notary Public
My Commission expires:

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.....\$ 370,118.93
(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: 8/1/22

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

CHANGE ORDERS

ORIGINAL CONTRACT \$ 1,648,000.00
 NET CHANGE BY CHANGE ORDERS \$ -
 ADJUSTED CONTRACT TOTAL \$ 1,648,000.00
 CONTRACT TIME CHANGED BY CHANGE ORDERS 0

APPLICATION NO: 4
 PERIOD TO: 7/31/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS: 0

ITEM NO.	Description of Change	Date Submitted	Change Price	Approved (Yes or No)	Approved Amount	Contract Time Change (Days)
01	Change Order #1		\$ -		\$0.00	0
02	Change Order #2		\$ -		\$0.00	0
03	Change Order #3		\$ -		\$0.00	0
04	Change Order #4		\$ -		\$0.00	0
05	Change Order #5		\$ -		\$0.00	0
06	[DESCRIPTION]		\$ -		\$0.00	
07	[DESCRIPTION]		\$ -		\$0.00	
08	[DESCRIPTION]		\$ -		\$0.00	
09	[DESCRIPTION]		\$ -		\$0.00	
10	[DESCRIPTION]		\$ -		\$0.00	
11	[DESCRIPTION]		\$ -		\$0.00	
12	[DESCRIPTION]		\$ -		\$0.00	
13	[DESCRIPTION]		\$ -		\$0.00	
Total					\$0.00	0

CONTINUATION SHEET

APPLICATION NO: 4
 PERIOD TO: 7/31/2022
 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 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)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
Columbine Hills Park														
01	Mobilization	1	LS	\$ 80,000.00	\$80,000.00	\$40,000.00	25.00%	\$ 20,000.00	\$0.00	\$ 60,000.00	75%	\$20,000.00	5%	\$ 3,000.00
02	Construction Survey	1	LS	\$ 20,000.00	\$20,000.00	\$10,000.00	25.00%	\$ 5,000.00	\$0.00	\$ 15,000.00	75%	\$5,000.00	5%	\$ 750.00
03	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00	\$2,500.00	20.00%	\$ 1,000.00	\$0.00	\$ 3,500.00	70%	\$1,500.00	5%	\$ 175.00
04	Site Prep & Demo	1	LS	\$ 45,000.00	\$45,000.00	\$38,250.00	15.00%	\$ 6,750.00	\$0.00	\$ 45,000.00	100%	\$0.00	5%	\$ 2,250.00
05	Tree Retention & Protection	1	LS	\$ 1,000.00	\$1,000.00	\$1,000.00	0.00%	\$ -	\$0.00	\$ 1,000.00	100%	\$0.00	5%	\$ 50.00
06	Erosion and Sediment Control	1	LS	\$ 26,000.00	\$26,000.00	\$20,800.00	10.00%	\$ 2,600.00	\$0.00	\$ 23,400.00	90%	\$2,600.00	5%	\$ 1,170.00
07	Earthwork	1	LS	\$ 70,000.00	\$70,000.00	\$49,000.00	15.00%	\$ 10,500.00	\$0.00	\$ 59,500.00	85%	\$10,500.00	5%	\$ 2,975.00
08	Engineered Wood Fiber	2600	SF	\$ 4.00	\$10,400.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,400.00	5%	\$ -
09	Crusher Fines	5350	SF	\$ 5.00	\$26,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$26,750.00	5%	\$ -
10	6" Perforated HDPE Pipe	240	LF	\$ 40.00	\$9,600.00	\$2,400.00	0.00%	\$ -	\$0.00	\$ 2,400.00	25%	\$7,200.00	5%	\$ 120.00
11	6" PVC Pipe	390	LF	\$ 38.00	\$14,820.00	\$8,892.00	0.00%	\$ -	\$0.00	\$ 8,892.00	60%	\$5,928.00	5%	\$ 444.60
12	8" PVC Pipe	135	LF	\$ 50.00	\$6,750.00	\$6,750.00	0.00%	\$ -	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
13	12" PVC Pipe	65	LF	\$ 75.00	\$4,875.00	\$4,875.00	0.00%	\$ -	\$0.00	\$ 4,875.00	100%	\$0.00	5%	\$ 243.75
14	8" Drain Basin	5	EA	\$ 1,000.00	\$5,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	100%	\$0.00	5%	\$ 250.00
15	10" Drain Basin	4	EA	\$ 1,600.00	\$6,400.00	\$1,600.00	0.00%	\$ -	\$0.00	\$ 1,600.00	25%	\$4,800.00	5%	\$ 80.00
16	12" Drain Basin	1	EA	\$ 2,000.00	\$2,000.00	\$2,000.00	0.00%	\$ -	\$0.00	\$ 2,000.00	100%	\$0.00	5%	\$ 100.00
17	15" Drain Basin	1	EA	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
18	24" Drain Basin	1	EA	\$ 4,500.00	\$4,500.00	\$1,125.00	0.00%	\$ -	\$0.00	\$ 1,125.00	25%	\$3,375.00	5%	\$ 56.25
19	Modified Type C Inlet	1	EA	\$ 6,000.00	\$6,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$6,000.00	5%	\$ -
20	6" Mitered Drain	2	EA	\$ 750.00	\$1,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$1,500.00	5%	\$ -
21	12" Mitered Drain	1	EA	\$ 2,200.00	\$2,200.00	\$2,200.00	0.00%	\$ -	\$0.00	\$ 2,200.00	100%	\$0.00	5%	\$ 110.00
22	Irrigation System Modification	1	LS	\$ 120,000.00	\$120,000.00	\$4,800.00	6.00%	\$ 7,200.00	\$0.00	\$ 12,000.00	10%	\$108,000.00	5%	\$ 600.00
23	Soil Preparation	44150	SF	\$ 0.30	\$13,245.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$13,245.00	5%	\$ -
24	Bluegrass Sod	44150	SF	\$ 1.00	\$44,150.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$44,150.00	5%	\$ -
25	American Hophornbeam 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00	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%	\$ -	\$0.00	\$ -	0%	\$2,250.00	5%	\$ -
27	Baby Blue Eyes Spruce 8'	2	EA	\$ 750.00	\$1,500.00	\$0.00	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%	\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
29	Hot Wings Maple 2.5"	9	EA	\$ 750.00	\$6,750.00	\$0.00	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%	\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
31	Sensation Box Elder 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00	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%	\$ -	\$0.00	\$ -	0%	\$5,250.00	5%	\$ -
33	Redmond Linden 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	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%	\$ -	\$0.00	\$ -	0%	\$11,800.00	5%	\$ -
35	Butterfly Bush #5	64	EA	\$ 60.00	\$3,840.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,840.00	5%	\$ -
36	Royal Gold Woadwaxen #5	80	EA	\$ 75.00	\$6,000.00	\$0.00	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%	\$ -	\$0.00	\$ -	0%	\$14,105.00	5%	\$ -
38	Catmint #1	42	EA	\$ 16.00	\$672.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$672.00	5%	\$ -
39	Chocolate Flower #1	186	EA	\$ 20.00	\$3,720.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,720.00	5%	\$ -
40	White Coneflower #1	224	EA	\$ 16.00	\$3,584.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,584.00	5%	\$ -
41	Landscape Boulder	21	EA	\$ 375.00	\$7,875.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$7,875.00	5%	\$ -
42	Bicycle Rack	11	EA	\$ 600.00	\$6,600.00	\$3,300.00	0.00%	\$ -	\$389.00	\$ 3,689.00	56%	\$2,911.00	5%	\$ 184.45
43	Trash Receptacle	7	EA	\$ 3,500.00	\$24,500.00	\$6,860.00	0.00%	\$ -	\$9,944.00	\$ 16,804.00	69%	\$7,696.00	5%	\$ 840.20
44	Umbrella	7	EA	\$ 6,200.00	\$43,400.00	\$16,926.00	0.00%	\$ -	\$0.00	\$ 16,926.00	39%	\$26,474.00	5%	\$ 846.30
45	Picnic Table	7	EA	\$ 6,500.00	\$45,500.00	\$14,105.00	0.00%	\$ -	\$0.00	\$ 14,105.00	31%	\$31,395.00	5%	\$ 705.25
46	Game Table	2	EA	\$ 7,100.00	\$14,200.00	\$0.00	0.00%	\$ -	\$10,684.81	\$ 10,684.81	75%	\$3,515.19	5%	\$ 534.24
47	Adirondack Chair	12	EA	\$ 1,400.00	\$16,800.00	\$0.00	0.00%	\$ -	\$12,028.82	\$ 12,028.82	72%	\$4,771.18	5%	\$ 601.44
48	Ping Pong Table	1	EA	\$ 10,000.00	\$10,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,000.00	5%	\$ -
49	Cornhole Board (pair)	3	EA	\$ 2,500.00	\$7,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$7,500.00	5%	\$ -
50	Hammock Posts	7	EA	\$ 1,500.00	\$10,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,500.00	5%	\$ -
51	Basketball Goal	3	EA	\$ 3,000.00	\$9,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$9,000.00	5%	\$ -
52	Reset Trash Receptacle	2	EA	\$ 300.00	\$600.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$600.00	5%	\$ -

CONTINUATION

CONTINUATION SHEET

APPLICATION NO: 4
 PERIOD TO: 7/31/2022
 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 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)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
53	Basketball Court Striping	1	LS	\$ 3,000.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
54	Concrete Pavement	18200	SF	\$ 10.50	\$191,100.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$191,100.00	5%	\$ -
55	Post-Tensioned Concrete Pavement	6450	SF	\$ 15.00	\$96,750.00	\$9,675.00	90.00%	\$ 87,075.00	\$0.00	\$ 96,750.00	100%	\$0.00	5%	\$ 4,837.50
56	Concrete Curb	290	LF	\$ 50.00	\$14,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$14,500.00	5%	\$ -
57	Concrete Mowstrip	100	LF	\$ 32.00	\$3,200.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,200.00	5%	\$ -
58	Concrete Thickened Edge	80	LF	\$ 65.00	\$5,200.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$5,200.00	5%	\$ -
59	Concrete Ramp	1	EA	\$ 3,000.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
60	Sidewalk Chase	3	EA	\$ 4,000.00	\$12,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$12,000.00	5%	\$ -
61	Concrete Table	2	EA	\$ 2,200.00	\$4,400.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$4,400.00	5%	\$ -
62	Structural Concrete (stairs)	12	CY	\$ 1,750.00	\$21,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$21,000.00	5%	\$ -
63	Structural Concrete (cheekwalls)	22	CY	\$ 1,850.00	\$40,700.00	\$18,315.00	55.00%	\$ 22,385.00	\$0.00	\$ 40,700.00	100%	\$0.00	5%	\$ 2,035.00
64	Structural Concrete (shelter columns)	76	CY	\$ 1,740.00	\$132,240.00	\$52,896.00	60.00%	\$ 79,344.00	\$0.00	\$ 132,240.00	100%	\$0.00	5%	\$ 6,612.00
65	Manufactured Stone Veneer	1225	FF	\$ 40.00	\$49,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$49,000.00	5%	\$ -
66	Precast Wall & Column Caps	450	SF	\$ 63.00	\$28,350.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$28,350.00	5%	\$ -
67	Precast Tabletop (Round Top)	31	SF	\$ 119.00	\$3,689.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,689.00	5%	\$ -
68	Install Shelter	2	EA	\$ 24,000.00	\$48,000.00	\$0.00	0.00%	\$ -	\$5,500.00	\$ 5,500.00	11%	\$42,500.00	5%	\$ 275.00
69	Handrail	70	LF	\$ 240.00	\$16,800.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$16,800.00	5%	\$ -
70	Electrical/Lighting Service	1	LS	\$ 173,685.00	\$173,685.00	\$8,684.25	5.00%	\$ 8,684.25	\$100,514.00	\$ 117,882.50	68%	\$55,802.50	5%	\$ 5,894.13
			(Unit)											
TOTAL		#REF!			\$1,648,000.00	\$334,953.25		\$250,538.25	\$139,060.63	\$724,552.13	44%	\$923,447.87	max 5%	\$ 36,227.61



WORKING SESSION

EXECUTIVE SUMMARY

08/11/2022

Number of open violations: 231

Last Inspection dates: July 13th and July 27th

Next Inspection dates: August 10th and August 25th

Violations by type:

Basketball Hoops – 0	Lawn in Poor Condition – 16
Boat- 0	Livestock- 0
Business – 0	Maintenance - 0
Dead Tree Backyard- 0	Missing Tree Front Yard - 2
Dead Tree Front/Side Yard –49	Nuisance - 0
Commercial Vehicle- 0	Paint – 19
Common Area Dumping- 0	RV/Camper - 0
Exterior Damage -0	Shutters Missing – 1
Fence -Paint/Stain - 7	Signs- 0
Fence Repair – 2	Trailer - 1
Holiday Lights- 1	Trash Cans - 3
Inoperable Vehicle- 0	Tree Care – 3
Items Stored - 1	Tree Under Caliper- 4
Landscape Maint - 12	Vehicle Repair -0
Lawn Care -Weeds- 90	Unauthorized Change - 2
Lawn Care- Watering – 13	Unsightly Conditions - 1
Lawn in need of mowing - 1	Window Units- 0
Total- 231	

OPERATIONS SUMMARY

Report Date:
08/04/2022

Wheatlands Metropolitan District

July 1, 2022 - August 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	14
				Approved With Conditions	2
				Cancelled	0
				Completed	30
				Completed	0
				Denied	2
				More Info Requested	1
				New Request	15
				Under Review	2
		Total			66
Violations	{	Correspondence:		Emails	764
				US Mails	0
		Open:		Carried Over	50
				Created	160
		Total			210
		By Status*:		1st Notice	153
				2nd Notice	20
				3rd Notice	13
				4th Notice	2
				5th Notice	4
	{			6th Notice	6
				Resolved	31
		Total			229
		Average Days To			107.3
		Total Fines Assessed			\$1,325.00

INDEPENDENT CONTRACTOR AGREEMENT
(Covenant Enforcement Services)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 22nd day of March, 2018, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and AMI - ADVANCED MANAGEMENT, LLC, a Colorado limited liability company (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the District; (b) within the time period and pursuant to the Scope of Services specified in said Exhibit A; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and

including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials. Exhibit A may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement.

2. TERM/RENEWAL. This Agreement shall be effective as of April 1, 2018, and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) April 1, 2019. Notwithstanding the foregoing, unless terminated pursuant to (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew for each succeeding year for an additional one (1) year term commencing January 1 of the next succeeding year.

3. ADDITIONAL SERVICES. The District may request the Contractor to provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the

Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Services of the Contractor shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give timely notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the Services under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the month and the Services anticipated to be performed during the ensuing month ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit B of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be

reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of the Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice; and (ii) if applicable, a satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the best interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by the President and one other officer of the District, subject to ratification at the next succeeding special or regular Board meeting.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in the Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g.

FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the District, and the Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated in the Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

g. If the Contractor violates a provision of the Agreement pursuant to §8-17.5-102, C.R.S., the District may terminate the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for each coverage provided. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Section 11 of the Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in the Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in the Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor, on behalf of its employees, agrees to enter into a confidentiality agreement. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the best interests of the District.

b. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the owner of conflicts that impact the Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in the Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15(b), below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault arising directly or indirectly, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts.

b. The Contractor will at all times defend, indemnify and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Contractor will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Contractor fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Contractor or may, at the District's option, be offset against any sums due and payable to Contractor pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Contractor will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Contractor may litigate any such lien or suit, provided the Contractor causes the effect thereof to be removed promptly in advance from the District's property.

c. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment, delegation or subcontracting of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services under this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in Section 15 of this Agreement holding the District harmless for the acts of the subcontractor. The Contractor further agrees that any such subcontract shall be terminable for cause or convenience and that, unless directed otherwise by the District, the Contractor shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement. Neither the District's approval of any subcontractors, suppliers or materialmen, nor the failure of performance thereof by such parties, will relieve, release or affect in any manner any of the Contractor's duties, liabilities or obligations under this Agreement, and the Contractor will at all times be and remain fully liable. The Contractor agrees that each of its employees, and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination by either Party hereto, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have fifteen (15) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such fifteen (15)-day period and the defaulting party gives written notice to the non-defaulting party within such fifteen (15)-day period that it is actively and diligently pursuing a

cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the fifteen (15)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of the Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Wheatlands Metropolitan District
c/o WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Clint C. Waldron, Esq.
(303) 858-1800 (phone)
(303) 858-1801 (fax)
cwaldron@wbapc.com

Contractor: AMI – Advanced Management, LLC
7935 E. Prentice Avenue, #301
Greenwood Village, CO 80111
Attention: Katie Christopher
(720) 633-9722 (phone)
(720) 633-8778 (fax)
katie@amihoa.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such

purposes during the term of this Agreement and for a period of two (2) years after termination of the Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in the Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW / DISPUTES.

a. Arbitration. All claims, counterclaims, disputes and other matters in question between the Parties hereto arising out of or relating to this Agreement or the breach hereof may be decided by arbitration upon the mutual agreement to do so by the Parties to this Agreement. In that case, arbitration will be administered by the Judicial Arbiter Group in Denver, Colorado under its arbitration rules, by a single arbitrator, unless a different arbitrator is agreed upon by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE PARTIES RECOGNIZE THAT BY AGREEING TO BINDING ARBITRATION AS THE METHOD FOR DISPUTE RESOLUTION, THEY RELINQUISH THE RIGHT TO BRING AN ACTION IN COURT AND WAIVE THE RIGHT TO A JURY TRIAL AND THE EXTENSIVE DISCOVERY RIGHTS TYPICALLY PERMITTED IN JUDICIAL PROCEEDINGS. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Each Party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Notice of request for arbitration must be filed in writing with the other Party(ies) to this Agreement. If agreed to, notice must be filed with the Judicial Arbiter Group. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event that the Parties do not agree to arbitration, each party shall be permitted to pursue all available legal and equitable remedies.

b. Litigation and Venue. In the event the Parties do not agree to arbitration pursuant to Section 25(a), above, venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive

any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

c. Prevailing Party. Other than arbitration fees as set forth in Section 25(a) of the Agreement, in the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees. For purposes of this Agreement, "prevailing party" shall mean the party in whose favor a judgment, decree, or final order is rendered, either by an arbitrator or the court, after appeal, if any. In the event both Parties prevail on one or more claims, the prevailing party shall mean the net winner of a dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other Party.

d. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's

obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. 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, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

30. SEVERABILITY. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained in the Agreement, the intention being that such provisions are severable. 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.

31. NO THIRD PARTY BENEFICIARIES. 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by the Agreement. The Contractor further warrants that the Work will conform to all requirements of the Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in the Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado State sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase the materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

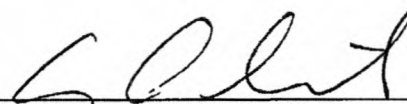
35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall 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.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

WHEATLANDS METROPOLITAN DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado



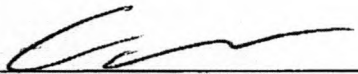
Officer of the District

ATTEST:



APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law




General Counsel to the District

*District's Signature Page to Independent Contractor Agreement for Covenant Enforcement
Services with Wheatlands Metropolitan District, dated March, 2018*

CONTRACTOR:

AMI - ADVANCED MANAGEMENT, LLC, a
Colorado limited liability company



Printed Name: KATIE CHRISTOPHER

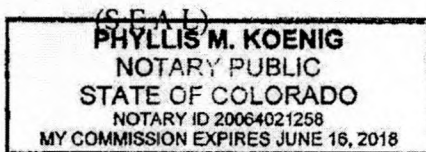
Title: Owner/CEO

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 24th day of April, 2018, by
Katie Christopher, as the Owner/CEO of AMI
- Advanced Management, LLC.

WITNESS my hand and official seal.

My commission expires: June 16, 2018



Phyllis M. Koenig
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Covenant
Enforcement Services with Wheatlands Metropolitan District, dated March, 2018*

EXHIBIT A

SCOPE OF SERVICES

Covenant Enforcement Services

1. Contractor shall conduct covenant violation inspections as set forth below. Contractor will maintain logs showing progress of covenant enforcement issues from discovery through resolution, and provide administrative support and inspections during the process. Contractor will initially send notifications to owners and will seek advice of the Board or Committee for any issues not resolved in the early stages. Contractor will take action, as set forth in the Amendment in its Entirety and Restrictions of Wheatlands Master, the Residential Improvement Guidelines and Site Restrictions, and Resolution Concerning Enforcement Policy and Penalties, as may be amended from time to time, manage homeowner communications, invoice applicable fines, follow-up on corrective actions and work with District's legal counsel on turnover and compliance processes. For properties where material violations have been identified, Contractor will conduct inspections, as necessary, to monitor ongoing compliance and/or noncompliance.
2. Inspect the entire community twice a month (April – October) and once a month (November- March). Progress reports will be provided to the board monthly. Maintain appropriate records and electronic file system. Enforce the covenants to appropriate conclusion through the prescribed process. Provide follow-up to open case activity through to appropriate closure. Provide photos as needed and document case activity.
3. Receive referred resident complaints of covenant violations and take the appropriate action to resolve the issues through District approved procedures. Provide photos as needed and document case activity.
4. Provide standard notices and forms necessary to conduct enforcement activity. Issue notices and or letters as necessary in compliance with District policies.
5. Have all fines assessed to homeowner to our billing company, AmCoBi within 24 hours after you assess fine to the homeowner.
6. Provide information and resources on covenant enforcement matters as needed to the Board. Aid in the development and enforcement of policies, rules and regulations, and proactively recommend systematic improvements.
7. Attendance required at board meetings, which are held every other month on the even months, or more often if agreed upon by both parties.
8. Attend monthly hearings as requested by residents in regards to notices.

Architectural Review Services

Process all architectural review requests pursuant to procedures and policies established by the Board:

- a. Receipt of requests
- b. Review for completeness
- c. Forward submittals with recommendation to Committee /architect for review, approval or denial
- d. Documentation of submittal, timeframes, and communications
- e. Entry into database for easy access and transparency
- f. Follow-up with residents once response from committee/architect received

EXHIBIT B
COMPENSATION SCHEDULE

Monthly Management Fee: \$2,600.00

Meetings included in Monthly Management Fee: 6 Board meetings, 12 hearings, and 2 inspections per month

EXHIBIT B-1
CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMI - ADVANCED MANAGEMENT, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. BOX 370750

6 City, state, and ZIP code

DENVER, CO 80237

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 3 2 0 9 9 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

4/24/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT C
INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of the Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. blanket contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.
5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$1,000,000.00 each occurrence.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE



ADVAMAN-01

C1DMOORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2018

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

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

PRODUCER
AssuredPartners Colorado
4582 S. Ulster Street Suite 600
Denver, CO 80237

CONTACT

NAME:
PHONE
(A/C, No, Ext): (303) 863-7788FAX
(A/C, No):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : ACUITY, A Mutual Insurance Company

14184

INSURER B : Pinnacol Assurance

41190

INSURER C : United States Liability Insurance Company

25895

INSURER D : Travelers Casualty And Surety Company

19038

INSURER E :

INSURER F :

INSURED

AMI - Advanced Management, LLC
PO Box 370750
Denver, CO 80237

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z16554	03/13/2018	03/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z16554	03/13/2018	03/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			Z16554	03/13/2018	03/13/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4153919	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional E&O			PM1003798F	12/09/2017	12/09/2018	\$2,500 Deductible 1,000,000
D	Fidelity Coverage			105847218	10/01/2015	10/01/2018	\$5,000 Deductible 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wheatlands Metropolitan District is Additional Insured with regards to General Liability

CERTIFICATE HOLDER

CANCELLATION

Wheatlands Metropolitan District
c/o WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D
CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AMI - Advanced Management, LLC.

is a

Limited Liability Company

formed or registered on 08/10/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111456539 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/23/2018 that have been posted, and by documents delivered to this office electronically through 04/24/2018 @ 10:19:06 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/24/2018 @ 10:19:06 in accordance with applicable law. This certificate is assigned Confirmation Number 10859695 .



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT I

COMPENSATION SCHEDULE

Monthly Management Fee: \$2,600.00

Meetings included in Monthly Management Fee: 6 Board meetings, 12 hearings, and 2 inspections per month.

Additional Management Fee for July, August, and September 2018: \$1,500.00

The additional management fee shall apply during the months of July, August, and September 2018 for the purpose of conducting two (2) additional inspections per month and processing, responding, and mailing notice of violations.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date set forth above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

DISTRICT:

WHEATLANDS METROPOLITAN DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

ATTEST:

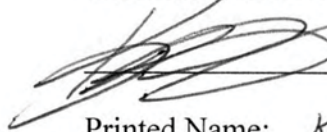
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:

AMI- ADVANCED MANAGEMENT, LLC, a
Colorado limited liability company



Printed Name: KATIE CHRISTOPHER

Title: CEO/President

*Signature page to First Amendment to Independent Contractor Agreement
(Covenant Enforcement), dated 28 June, 2018*

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Covenant Enforcement Services)

This **FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** (the "First Amendment") is made and entered into as of the 28 day of June, 2018, by and between **WHEATLANDS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **AMI – ADVANCED MANAGEMENT, LLC**, a Colorado limited liability company (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District and the Contractor entered into that certain Independent Contractor Agreement, dated March 22, 2018, for covenant enforcement services (the "Agreement"); and

WHEREAS, the District and the Contractor desire to replace the scope of services and contract price set forth in **Exhibit A** of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Replacement of Compensation Schedule. The compensation schedule set forth in Exhibit B of the Agreement shall be modified to include the compensation schedule attached hereto as **Exhibit I**. The Parties agree that this First Amendment shall become effective as of July 1, 2018.
2. Prior Provisions Effective. Except as expressly modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. This First Amendment 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 of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature page follows.]

**SECOND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Covenant Enforcement Services)

This **SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** (the “Second Amendment”) is made and entered into as of the 17th day of January, 2019, by and between **WHEATLANDS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **AMI – ADVANCED MANAGEMENT, LLC**, a Colorado limited liability company (the “Contractor”). The District and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District and the Contractor entered into that certain Independent Contractor Agreement, dated March 22, 2018, for covenant enforcement services, as amended by a First Amendment dated June 28, 2018 (collectively, the “Agreement”); and

WHEREAS, the District and the Contractor desire to replace the scope of services set forth in **Exhibit A** of the Agreement and contract price set forth in **Exhibit B** of the Agreement with the services and contract price attached hereto as **Addendum 2**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

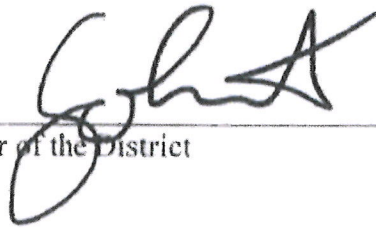
1. Replacement of Scope of Services and Compensation Schedule. The scope of services set forth in Exhibit A and the compensation scheduled set forth in Exhibit B of the Agreement, shall both be replaced by the scope of services set forth in **Addendum 2**, attached hereto and incorporated herein by reference. The Parties agree that this Second Amendment shall become effective as of January 1, 2019 and shall be for services performed on and after January 1, 2019.
2. Prior Provisions Effective. Except as expressly modified by this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. This Second Amendment 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 of this Second Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Second Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

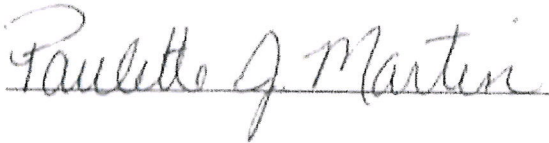
DISTRICT:

WHEATLANDS METROPOLITAN DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado



Officer of the District

ATTEST:



Paulette J. Martin

APPROVED AS TO FORM:


WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

CONTRACTOR:

AMI- ADVANCED MANAGEMENT, LLC, a
Colorado limited liability company



Printed Name: KATIE CHRISTOPHER

Title: CEO/OWNER

*Signature page to Second Amendment to Independent Contractor Agreement
(Covenant Enforcement), dated January 17, 2019*

ADDENDUM 2

SCOPE OF SERVICES

Covenant Enforcement Services

1. Contractor shall conduct covenant violation inspections as set forth below. Contractor will maintain logs showing progress of covenant enforcement issues from discovery through resolution, and provide administrative support and inspections during the process. Contractor will initially send notifications to owners and will seek advice of the Board or Committee for any issues not resolved in the early stages. Contractor will take action, as set forth in the Amendment in its Entirety and Restrictions of Wheatlands Master, the Residential Improvement Guidelines and Site Restrictions, and Resolution Concerning Enforcement Policy and Penalties, as may be amended from time to time, manage homeowner communications, invoice applicable fines, follow-up on corrective actions and work with District's legal counsel on turnover and compliance processes. For properties where material violations have been identified, Contractor will conduct inspections, as necessary, to monitor ongoing compliance and/or noncompliance.
2. Inspect the entire community three times a month (May – October) and twice a month (November-April). Progress reports will be provided to the board monthly. Maintain appropriate records and electronic file system. Enforce the covenants to appropriate conclusion through the prescribed process. Provide follow-up to open case activity through to appropriate closure. Provide photos as needed and document case activity.
3. Receive referred resident complaints of covenant violations and take the appropriate action to resolve the issues through District approved procedures. Provide photos as needed and document case activity.
4. Provide standard notices and forms necessary to conduct enforcement activity. Issue notices and or letters as necessary in compliance with District policies.
5. Have all fines assessed to homeowner to our billing company, AmCoBi, within 24 hours after you assess fine to the homeowner.
6. Provide information and resources on covenant enforcement matters as needed to the Board. Aid in the development and enforcement of policies, rules and regulations, and proactively recommend systematic improvements.
7. Attendance required at board meetings, which are held every other month on the even months, or more often if agreed upon by both parties.
8. Attend monthly hearings as requested by residents in regards to notices.
9. Draft and submit to the District Manager, six newsletter articles regarding covenant enforcement matters that are seasonally relevant and based on covenant violations found in the District.

Architectural Review Services

Process all architectural review requests pursuant to procedures and policies established by the Board:

- a. Receipt of requests
- b. Review for completeness
- c. Forward submittals with recommendation to Committee /architect for review, approval or denial

- d. Documentation of submittal, timeframes, and communications
- e. Entry into database for easy access and transparency
- f. Follow-up with residents once response from committee/architect received

COMPENSATION SCHEDULE

Monthly Management Fee: \$3,300.00

Meetings included in Monthly Management Fee: 6 Board meetings, 12 hearings, and inspections as set forth in the Scope of Services.

**THIRD AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Covenant Enforcement Services)

This **THIRD AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** (the "Third Amendment") is made and entered into as of the 22nd day of July, 2019, by and between **WHEATLANDS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **AMI – ADVANCED MANAGEMENT, LLC**, a Colorado limited liability company (the "Contractor"). The District and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District and the Contractor entered into that certain Independent Contractor Agreement, dated March 22, 2018, for covenant enforcement services, as amended by a First Amendment dated June 28, 2018 and Second Amendment dated January 17, 2019 (collectively, the "Agreement"); and

WHEREAS, the District and the Contractor desire to replace the scope of services set forth in **Exhibit A** of the Agreement and contract price set forth in **Exhibit B** of the Agreement with the services and contract price attached hereto as **Addendum 3**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Replacement of Scope of Services and Compensation Schedule. The scope of services set forth in Exhibit A and the compensation scheduled set forth in Exhibit B of the Agreement, shall both be replaced by the scope of services set forth in **Addendum 3**, attached hereto and incorporated herein by reference. The Parties agree that this Third Amendment shall become effective as of August 1, 2019 and shall be for services performed on and after August 1, 2019.
2. Prior Provisions Effective. Except as expressly modified by this Third Amendment, all other provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. This Third Amendment 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 of this Third Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Third Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date set forth above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Third Amendment.

DISTRICT:

WHEATLANDS METROPOLITAN DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:

AMI ADVANCED MANAGEMENT, LLC, a
Colorado limited liability company



By: Katie Christopher
Title: CEO/Owner

*Signature page to Third Amendment to Independent Contractor Agreement
(Covenant Enforcement), dated July 22, 2019*

ADDENDUM 3

SCOPE OF SERVICES

Covenant Enforcement Services

1. Contractor shall conduct covenant violation inspections as set forth below. Contractor will maintain logs showing progress of covenant enforcement issues from discovery through resolution, and provide administrative support and inspections during the process. Contractor will initially send notifications to owners and will seek advice of the Board or Committee for any issues not resolved in the early stages. Contractor will take action, as set forth in the Amendment in its Entirety and Restrictions of Wheatlands Master, the Residential Improvement Guidelines and Site Restrictions, and Resolution Concerning Enforcement Policy and Penalties, as may be amended from time to time, (Collectively, the "Guidelines"), manage homeowner communications, invoice applicable fines, follow-up on corrective actions and work with District's legal counsel on turnover and compliance processes. For properties where material violations have been identified, Contractor will conduct inspections, as necessary, to monitor ongoing compliance and/or noncompliance.
2. Inspect the entire community three times a month (May – October) and twice a month (November- April). Progress reports will be provided to the board monthly. Maintain appropriate records and electronic file system. Enforce the covenants to appropriate conclusion through the prescribed process. Provide follow-up to open case activity through to appropriate closure. Provide photos as needed and document case activity.
3. Receive referred resident complaints of covenant violations and take the appropriate action to resolve the issues through District approved procedures. Provide photos as needed and document case activity.
4. Provide standard notices and forms necessary to conduct enforcement activity. Issue notices and or letters as necessary in compliance with District policies.
5. Have all fines assessed to homeowner to our billing company, AmCoBi, within 24 hours after you assess fine to the homeowner.
6. Provide information and resources on covenant enforcement matters as needed to the Board. Aid in the development and enforcement of policies, rules and regulations, and proactively recommend systematic improvements.
7. Attendance required at board meetings, which are held every other month on the even months, or more often if agreed upon by both parties.
8. Attend monthly hearings as requested by residents in regards to notices.

9. Draft and submit to the District Manager, six newsletter articles regarding covenant enforcement matters that are seasonally relevant and based on covenant violations found in the District.

Architectural Review Services

Process all architectural review requests pursuant to procedures and policies established by the Board:

- a. Receipt of requests;
- b. Review for completeness;
- c. Forward submittals with recommendation to Committee for review, approval or denial;
- d. Documentation of submittal, timeframes, and communications;
- e. Entry into database for easy access and transparency; and
- f. Follow-up with residents once response from Committee received.

Design Review Services

Review of design requests including:

- a. Review for completeness all forms and documents required;
- b. Communication with owner for any additional information needed;
- c. Research of documents and any outside correspondence required, such as with the City of Aurora or legal counsel;
- d. Obtain and evaluate all information necessary to make a decision regarding the request and compliance with the Guidelines, as defined above ; and
- e. Provide a recommendation to the Committee with a vote. The Committee may agree or disagree with Contractor's recommendation.

Pursuant to Section 2.12 of the Amendment In Its Entirety and Restriction of Wheatlands Master (the "Covenants"), the District, the governing board and members thereof, as well as any representative or committee of the District appointed to act on behalf of the governing board thereof, shall not be liable in equity or damages to any person submitting requests for approval or to any person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter within its jurisdiction hereunder. In reviewing any matter, the District and the Contractor shall not be responsible for the safety, whether structural or otherwise, of the improvements submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor the compliance with any other standards or regulations, and any approval of an improvement by the District or the Contractor, shall not be deemed an approval of any such matters. No owner or other person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the District.

Notwithstanding the foregoing, the Contractor is responsible for communicating in writing to the Committee if an Architectural Review Request or Design Review Request does not comply with the Covenants and the Residential Improvement Guidelines and Site Restrictions, as revised.

COMPENSATION SCHEDULE

Monthly Management Fee: \$3,700.00

Meetings included in Monthly Management Fee: 6 Board meetings, 12 hearings, inspections, Architectural Review Services, and Design Review Services as set forth in the Scope of Services.

**Wheatlands Metropolitan District
Statement of Net Position**

	June 30, 2022						
		Debt	Special	Special	Special	Fixed Assets	
	General Fund	Service Fund	Revenue ARI Fund	Revenue Operations Fund	Revenue Park Fund	& LTD	TOTAL
ASSETS							
CASH							
CSAFE	4,316,545	-	-	-	-	-	4,316,545
Wells Fargo	115,510	-	-	-	-	-	115,510
Wells Fargo-Merchant Software	1,709	-	-	-	-	-	1,709
CSB&T - Series 2015 Bond Fund	-	726,592	-	-	-	-	726,592
Pooled Cash Allocation	(522,394)	62,029	-	347,712	112,653	-	-
TOTAL CASH	3,911,371	788,621	-	347,712	112,653	-	5,160,357
OTHER CURRENT ASSETS							
Due from County Treasurer	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	13,524	34,940	-	48,464
Accounts Receivable - Builder	-	-	-	-	-	-	-
Accounts Receivable - Other	-	-	-	-	-	-	-
Property Taxes Receivable	623,086	472,483	18,896	-	-	-	1,114,465
Prepaid Expenses	-	-	-	-	-	-	-
TOTAL OTHER CURRENT ASSETS	623,086	472,483	18,896	13,524	34,940	-	1,162,929
FIXED & OTHER NON-CURRENT ASSETS							
Construction In Progress	-	-	-	-	-	251,460	251,460
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	-	-	-	-	-	4,567,114	4,567,114
TOTAL ASSETS	4,534,457	1,261,104	18,896	361,236	147,593	4,567,114	10,890,400
LIABILITIES & DEFERED INFLOWS							
CURRENT LIABILITIES							
Accounts Payable	573,604	-	-	-	-	-	573,604
WPRA Fee Payable	-	-	-	-	-	-	-
Retainage Payable	-	-	-	-	16,748	-	16,748
Accrued Expenses	-	-	-	-	-	-	-
Director's Fees Payable	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	-	-
Century Communities Deposit	-	-	-	-	-	-	-
Prepaid Fees	-	-	-	13,709	30,845	-	44,555
TOTAL CURRENT LIABILITIES	573,604	-	-	13,709	47,593	-	634,906
DEFERRED INFLOWS							
Deferred Property Taxes	623,086	472,483	18,896	-	-	-	1,114,465
TOTAL DEFERRED INFLOWS	623,086	472,483	18,896	-	-	-	1,114,465
LONG-TERM LIABILITIES							
Accrued Interest	-	-	-	-	-	80,748	80,748
Bank Loan Payable	-	-	-	-	-	-	-
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	1,196,690	472,483	18,896	13,709	47,593	23,499,259	25,248,630
NET POSITION							
Net Investment in Capital Assets	-	-	-	-	-	4,394,280	4,394,280
Amount to be Provided for Debt	-	-	-	-	-	(23,326,425)	(23,326,425)
Nonspendable	-	-	-	-	-	-	-
Restricted For Debt	-	788,621	-	-	-	-	788,621
Restricted For Emergencies	123,500	-	-	8,700	21,302	-	153,502
Restricted For ARI	-	-	-	-	-	-	-
Assigned for Capital Replacements	2,537,103	-	-	-	-	-	2,537,103
Assigned for 2019 Budget Deficit	-	-	-	-	-	-	-
Unassigned	677,164	-	-	338,827	78,698	-	1,094,689
TOTAL NET POSITION	3,337,767	788,621	-	347,527	100,000	(18,932,145)	(14,358,230)
	=	=	=	=	=	=	=

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

Modified Accrual Basis

Print Date: 8/3/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 06/30/22 Actual	YTD Thru 06/30/22 Budget	Variance Positive Positive (Negative)
PROPERTY TAXES							
Assessed Valuation	44,752,801	47,276,236	47,276,236	47,276,236			
Mill Levy							
General Fund	36.617	36.602	36.602	36.602			
Debt Service Fund	27.740	27.755	27.755	27.755			
SARIA Fund	1.110	1.110	1.110	1.110			
Total mill levy	65.467	65.467	65.467	65.467			
Property Taxes Levied							
General Fund	1,638,713	1,730,405	1,730,405	1,730,405			
Debt Service Fund	1,241,443	1,312,152	1,312,152	1,312,152			
SARIA Fund	49,676	52,477	52,477	52,477			
	2,929,832	3,095,033	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	1,730,405			
Debt Service Fund	1,241,443	1,312,152	1,312,152	1,312,152			
SARIA Fund	49,676	52,477	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	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	338			
Additions	-	-	-	-			
Other	-	-	-	-			
End of Period	338	338		338			
Sales							
First time sales	-	-	-	-			
Re-sale	60	60	60	60			
	60	60	60	60			

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

Modified Accrual Basis

Print Date: 8/3/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 06/30/22 Actual	YTD Thru 06/30/22 Budget	Variance Positive (Negative)
GENERAL FUND							
REVENUE							
Property taxes	1,638,713	1,730,405	1,730,405	1,730,405	1,107,319	1,090,155	17,164
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	114,887	121,128	121,128	112,476	45,390	50,470	(5,080)
Interest income	2,155	3,000	3,000	10,000	10,243	1,500	8,743
Other income	3,101	-	-	1,804	1,804	-	1,804
TOTAL REVENUE	1,758,856	1,854,533	1,854,533	1,854,685	1,164,756	1,142,125	22,631
EXPENDITURES							
Accounting - contract	61,755	66,400	66,400	66,400	32,400	33,200	800
Accounting - special projects	3,017	6,400	6,400	12,000	5,592	3,200	(2,392)
Audit	5,000	5,800	5,800	5,000	5,000	5,800	800
County treasurer's fees	24,594	25,956	25,956	25,956	16,611	16,353	(258)
Director's fees	6,577	12,000	12,000	12,000	-	-	-
Director expenses and equipment	25	2,500	2,500	2,500	-	1,250	1,250
Election	109	2,500	35,000	32,000	31,769	2,500	(29,269)
Insurance & bonds	3,836	4,100	4,100	5,659	5,659	4,100	(1,559)
Legal - contract	62,471	67,900	67,900	67,900	32,445	33,950	1,505
Legal - special projects	124	5,000	5,000	5,000	-	2,500	2,500
Bank Charges	-	-	-	-	177	-	(177)
Miscellaneous	2,000	4,000	4,000	4,000	-	2,000	2,000
Contingency	-	30,000	50,000	30,000	-	-	-
Website	540	1,000	1,000	1,000	200	500	300
TOTAL EXPENDITURES	170,047	233,556	286,056	269,415	129,853	105,353	(24,500)
Excess Revenue Over Expenditures	1,588,809	1,620,977	1,568,477	1,585,270	1,034,903	1,036,772	(1,869)
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)	(3,903,218)	(3,844,266)	(931,915)	(1,195,964)	264,050
Total Other Sources / (Uses)	(1,030,713)	(2,808,303)	(3,903,218)	(3,844,266)	(931,915)	(1,195,964)	264,050
CHANGE IN FUND BALANCE	558,095	(1,187,326)	(2,334,741)	(2,258,996)	102,988	(159,192)	262,181
BEGINNING FUND BALANCE	2,676,683	3,117,721	3,234,779	3,234,779	3,234,779	3,117,721	117,058
ENDING FUND BALANCE	3,234,779	1,930,395	900,038	975,782	3,337,767	2,958,528	379,238
COMPONENTS OF FUND BALANCE							
Nonspendable	450	-	-	-	-	-	-
Restricted - TABOR emergency reserve	52,800	70,100	85,800	123,500	123,500	70,100	53,400
Assigned - Capital Improv/Replacement	1,050,000	1,075,000	50,000	130,000	2,537,103	1,075,000	1,462,103
Assigned - Next Years Budget Deficit	531,800	-	-	-	-	-	-
Restricted - Debt Covenants	-	-	-	-	-	-	-
Unassigned	1,599,729	785,295	764,238	722,282	677,164	1,813,428	(1,136,264)
TOTAL ENDING FUND BALANCE	3,234,779	1,930,395	900,038	975,782	3,337,767	2,958,528	379,238
	=	=	=	=	=	=	=

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

Modified Accrual Basis

Print Date: 8/3/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 06/30/22 Actual	YTD Thru 06/30/22 Budget	Variance Positive Negative
DEBT SERVICE FUND							
REVENUE							
Property taxes	1,241,443	1,312,152	1,312,152	1,312,152	839,669	826,656	13,013
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	87,035	78,729	78,729	85,290	34,419	32,804	1,615
Interest income	896	600	600	600	924	217	707
TOTAL REVENUE	1,329,374	1,391,481	1,391,481	1,398,042	875,013	859,677	15,336
EXPENDITURES							
Accounting - Special Projects	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-
Treasurer's fees	18,632	19,682	19,682	19,682	12,596	12,399	(197)
Bond interest - Series 2015	984,581	968,981	968,981	968,981	484,491	484,491	-
Bond principal - Series 2015	390,000	435,000	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	1,200	-	-	-
Contingency	-	5,000	5,000	-	-	-	-
TOTAL EXPENDITURES	1,394,213	1,429,864	1,429,864	1,424,864	497,087	496,890	(197)
Excess Revenue Over Expenditures	(64,839)	(38,382)	(38,382)	(26,822)	377,926	362,787	15,138
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)	(38,382)	(26,822)	377,926	362,787	15,138
BEGINNING FUND BALANCE	475,535	410,725	410,725	410,695	410,695	410,725	(30)
ENDING FUND BALANCE	410,695	372,343	372,343	383,874	788,621	773,512	15,109
	=	=	=		=	=	=

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

Modified Accrual Basis

Print Date: 8/3/2022

SARIA FUND

REVENUE

Property taxes	49,676	52,477	52,477	52,477	33,580	33,060	520
Abatements	-	-	-	-	-	-	-
Specific Ownership Tax	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	-	2,500	2,500	-	-	-	-

TOTAL REVENUE

49,676	54,977	54,977	52,477	33,580	33,060	520
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EXPENDITURES

Legal - contract	-	-	-	-	-	-	-
Legal - special projects	-	-	-	-	-	-	-
Capital outlay District ARI Improvements	-	-	-	-	-	-	-
Contribution to SARIA Authority	48,930	51,689	51,689	51,689	33,077	32,564	(512)
Treasurer's fee	746	787	787	787	504	496	(8)
Contingency	-	2,500	2,500	-	-	-	-

TOTAL EXPENDITURES

49,676	54,977	54,977	52,477	33,580	33,060	(520)
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Excess Revenue Over Expenditures

-	-	-	-	-	-	-
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OTHER SOURCES / (USES)

Transfers (To)/From other Funds	-	-	-	-	-	-
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Total Other Sources / (Uses)

-	-	-	-	-	-	-
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CHANGE IN FUND BALANCE

-	-	-	-	-	-	-
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BEGINNING FUND BALANCE

-	-	-	-	-	-	-
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ENDING FUND BALANCE

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

Modified Accrual Basis

Print Date: 8/3/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 06/30/22 Actual	YTD Thru 06/30/22 Budget	Variance Positive (Negative)
OPERATIONS FUND							
REVENUE							
Operations Fees - Houses	252,880	252,720	252,720	252,720	126,820	126,360	460
Warning letter fees	-	-	-	-	-	-	-
Working capital fees	4,200	3,000	3,000	3,000	1,500	1,500	-
Late charges and collection fees	6,770	14,000	14,000	7,000	2,708	7,000	(4,292)
Legal - collections	4,878	9,300	9,300	5,250	398	4,650	(4,252)
Design review	-	-	-	-	-	-	-
Violations / Fines	3,475	1,200	1,200	1,200	1,475	600	875
Interest income	-	-	-	-	-	-	-
Other income	-	-	-	-	-	-	-
TOTAL REVENUE	272,203	280,220	280,220	269,170	132,901	140,110	(7,209)
EXPENDITURES							
Accounting - Contract - O&M	3,813	4,100	4,100	4,100	2,025	2,050	25
Accounting - Spec Projects - O&M	189	400	400	400	344	267	(77)
Design review	-	-	-	-	-	-	-
Covenant Compliance	42,959	44,500	44,500	44,500	21,315	22,250	935
Facilities Management - Contract	18,462	23,000	23,000	23,000	11,077	11,077	0
Facilities Management - Spec Projects	-	-	-	-	-	-	-
Billing Service - Late Charges & Collections	1,125	14,000	14,000	1,300	517	7,000	6,483
Billing Service - Base Rate	11,682	12,300	12,300	12,300	5,838	6,150	312
Legal - Contract	12,494	12,800	12,800	12,800	6,489	6,400	(89)
Legal - spec projects	1,076	2,400	2,400	2,400	1,109	1,200	91
Legal - collections	7,512	12,400	12,400	7,000	349	6,200	5,851
Bank Charges	1,048	1,200	1,200	1,200	579	600	22
Trash removal - Residential	150,322	165,300	165,300	165,300	75,907	82,650	6,743
Contingency	-	14,700	14,700	13,800	-	-	-
TOTAL EXPENDITURES	250,681	307,100	307,100	288,100	125,548	145,844	20,296
Excess Revenue Over Expenditures	21,523	(26,880)	(26,880)	(18,930)	7,353	(5,734)	13,086
OTHER SOURCES / (USES)							
Transfers (To)/From other Funds	-	-	-	-	-	-	-
Total Other Sources / (Uses)	-	-	-	-	-	-	-
CHANGE IN FUND BALANCE	21,523	(26,880)	(26,880)	(18,930)	7,353	(5,734)	13,086
BEGINNING FUND BALANCE	318,651	322,125	322,125	340,174	340,174	322,125	18,049
ENDING FUND BALANCE	340,174	295,245	295,245	321,244	347,527	316,391	31,135
	=	=	=		=	=	=
COMPONENTS OF FUND BALANCE							
Nonspendable	-	-	-	-	-	-	-
Restricted - TABOR emergency reserve	8,200	9,213	9,213	8,700	8,700	-	-
Assigned - Future Operations	331,974	286,032	286,032	312,544	338,827	-	-
TOTAL ENDING FUND BALANCE	340,174	295,245	295,245	321,244	347,527		
	=	=	=	=	=		

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

Modified Accrual Basis

Print Date: 8/3/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 06/30/22 Actual	YTD Thru 06/30/22 Budget	Variance Positive (Negative)
PARK FUND							
REVENUE							
Working capital fees	8,400	6,000	6,000	6,000	3,000	3,000	-
Clubhouse rental fees	3,303	12,000	25,315	26,315	25,715	6,725	18,990
Late charges and collection fees	15,234	3,000	3,000	10,000	6,092	1,500	4,592
Legal - collection fees	10,976	20,775	20,775	5,000	895	10,388	(9,492)
Park fees - Builders - Lots	360	-	-	-	-	-	-
Park fees - Residential Units	568,479	568,620	568,620	568,620	284,460	284,310	150
Park fees - Apartment Units	81,120	81,120	81,120	81,120	40,560	40,560	-
Grant	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	5,027	3,000	3,000	13,000	12,205	-	12,205
TOTAL REVENUE	692,898	694,515	707,830	710,055	372,928	346,483	26,445
EXPENDITURES							
Accounting - Contract	11,474	12,500	12,500	12,500	6,075	6,250	175
Accounting - Special Projects	566	1,200	1,200	1,200	1,032	800	(232)
Facilities Management - Contract	41,558	51,700	51,700	51,700	24,923	24,923	(0)
Facilities Management - Spec Projects	-	15,000	15,000	15,000	-	7,500	7,500
Billing Service - Late Charges & Collections	2,530	3,000	3,000	3,000	1,163	1,500	337
Billing Service - Base Rate	26,286	27,700	27,700	27,700	13,134	13,850	716
Community Activities / Christmas Lights	21,826	24,400	24,400	24,400	10,620	6,170	(4,450)
Insurance	28,773	33,100	33,100	33,187	33,187	33,100	(87)
Legal - Contract	12,494	12,800	12,800	12,800	6,489	6,400	(89)
Legal - Special Projects	9,984	2,400	2,400	4,800	3,608	1,200	(2,408)
Legal - Collections	16,902	27,700	27,700	5,000	737	13,850	13,113
Bank Charges	2,265	2,400	2,400	2,400	1,094	1,200	106
Proposed Facility & Project Planning	1,002	-	-	-	-	-	-
Park - Project Costs	88,081	1,515,000	2,154,230	2,154,230	362,085	505,000	142,915
Sport Field Improvements	-	-	450,000	450,000	-	-	-
Irrigation Repairs & Improvements	39,984	43,300	43,300	43,300	22,623	14,866	(7,757)
Landscape Maintenance Contract - WMD	146,537	165,300	165,300	165,300	81,584	82,650	1,066
Landscape Improvements - WMD	259,354	100,000	100,000	100,000	-	36,000	36,000
Snow Removal	5,576	17,600	17,600	17,600	380	10,560	10,180
Clubhouse Repairs and Maintenance	125,219	60,000	82,500	82,500	80,263	35,380	(44,883)
Parking Lot Maintenance	-	6,500	6,500	6,500	-	-	-
Grounds Maintenance	59,816	86,000	86,000	86,000	30,132	43,000	12,868
Chemicals & Supplies	13,527	12,000	12,000	12,000	3,038	7,200	4,162
Contract / Lifeguards	141,900	145,200	145,200	145,200	71,250	71,250	-
Equipment Repairs & Replacement	30,460	36,600	36,600	36,600	10,313	18,300	7,987
Gas and Electric	27,657	27,300	27,300	27,300	10,135	10,911	776
Telephone/ WiFi / Cable	276	3,400	3,400	3,400	-	1,700	1,700
Water and Sewer	151,012	193,000	209,500	250,000	80,391	17,949	(62,442)
Trash Removal - Clubhouse/Non-Res	-	-	-	-	-	-	-
WPRA Fee	442,260	473,218	473,218	468,104	229,745	236,609	6,864
Community Park Maintenance	14,595	8,900	8,900	12,000	9,950	4,450	(5,500)
WPRA Support	-	370,600	275,600	275,600	210,642	329,880	119,238
Contingency	-	25,000	100,000	25,000	-	-	-
TOTAL EXPENDITURES	1,721,915	3,502,818	4,611,048	4,554,321	1,304,843	1,542,447	237,605
Excess Revenue Over Expenditures	(1,029,018)	(2,808,303)	(3,903,218)	(3,844,266)	(931,915)	(1,195,964)	264,050

Park Fund Continued on Next Page

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

Modified Accrual Basis

Print Date: 8/3/2022

PARK FUND - CONTINUED

OTHER SOURCES / (USES)

Transfers (To)/From other Funds
Loan issuance
Proceeds from Sale of Land

Total Other Sources / (Uses)

CHANGE IN FUND BALANCE

BEGINNING FUND BALANCE

ENDING FUND BALANCE

COMPONENTS OF FUND BALANCE

Nonspendable
Restricted - TABOR emergency reserve
Restricted - Replacement reserve
Restricted - Loan reserve & Surplus
Assigned for Parks

TOTAL ENDING FUND BALANCE

2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 06/30/22 Actual	YTD Thru 06/30/22 Budget	Variance Positive (Negative)
1,030,713	2,808,303	3,903,218	3,844,266	931,915	1,195,964	(264,050)
-	-	-	-	-	-	-
-	-	-	-	-	-	-
1,030,713	2,808,303	3,903,218	3,844,266	931,915	1,195,964	(264,050)
1,696	-	-	-	-	-	-
98,304	100,000	100,000	100,000	100,000	100,000	-
100,000	100,000	100,000	100,000	100,000	100,000	-
=	=	=	=	=	=	=
36,855				-		
20,900	20,835	21,235	21,302	21,302		
-	-	-	-	-		
-	-	-	-	-		
42,245	79,165	78,765	78,698	78,698		
100,000	100,000	100,000	100,000	100,000		
=	=	=	=	=		

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/19/2022	1561

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

			Project
			2022 Enhancements
Description	Qty	U/M	Total
Plant replacements as per shrub audit 7/15/2022			
South Harvest			
Goldflame Spirea #5 installed	4	EA	225.60
Subtotal			225.60
Lowes (entryway)			
Potentilla #5 installed	1	EA	56.40
#5 Maiden Grass installed	2	EA	141.30
Mohican Viburnum #5 installed	6	EA	466.80
Periwinkle #1 installed	5	EA	104.00
Subtotal			768.50
Lowes (median strip)			
#5 Maiden Grass installed	6	EA	423.90
Subtotal			423.90
Wheatlands (opposite Lowes)			
#5 Miscanthus sinensis Yaku Jima installed	23		1,624.95
#5 Little Bunny grass installed	4	EA	282.60
Subtotal			1,907.55
Southwood Parkway & Wheatlands			
#5 Schizachyrium scoparium installed	10	EA	706.50
#1 Imperta cylindrica installed	8	EA	292.80
Subtotal			999.30
Wheatlands (median strip)			
#5 Little Bunny grass installed	16	EA	1,130.40
#1 Imperta cylindrica installed	10	EA	366.00
Total			

Phone #
303.693.6878

Email:
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Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/19/2022	1561

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
Subtotal			1,496.40
Wheatlands/Ider (stop sign)			
#5 Miscanthus sinensis Yaku Jima installed	14	EA	989.10
#5 Schizachyrium scoparium installed	3		211.95
Subtotal			1,201.05
Wheatlands/Ider (corner)			
Centranthus ruber #1 installed	3	EA	62.40
#1 Phalaris arundinacea installed	1	EA	36.60
#1 Festuca glauca installed	12	EA	306.60
#5 Little Bunny grass installed	3	EA	211.95
Subtotal			617.55
Ider/Smokey Hill Road entrance			
#5 Miscanthus sinensis Variegata installed	4	EA	282.60
Potentilla #5 installed	2	EA	112.80
Butterfly Bush #5 installed	7	EA	458.50
Ribes alpinum #5 installed	5	EA	327.50
Subtotal			1,181.40
Ider/Calhoun			
#5 Schizachyrium scoparium installed	1		70.65
#5 Little Bunny grass installed	81	EA	5,722.65
#5 Miscanthus sinensis Yaku Jima installed	11		777.15
#1 Phalaris arundinacea installed	4		146.40
#5 Maiden Grass installed	1		70.65
Subtotal			6,787.50
Ider/Wheatlands			
Echinacea purpurea #1 installed	12	EA	249.60
Total			

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Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/19/2022	1561

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
#5 Maiden Grass installed	1	EA	70.65
#1 Festuca glauca installed	9	EA	229.95
#5 Miscanthus sinensis Gracillimus installed	7	EA	494.55
#1 Imperta cylindrica installed	87		3,184.20
Subtotal			4,228.95
Wheatlands (Median strip)			
#5 Miscanthus sinensis Gracillimus installed	2		141.30
#1 Festuca glauca installed	20		732.00
#1 Phalaris arundinacea installed	8		292.80
#5 Maiden Grass installed	18		1,271.70
Subtotal			2,437.80
Wheatlands/Euclid			
#5 Miscanthus sinensis Yaku Jima installed	5		353.25
#1 Festuca glauca installed	7		256.20
Subtotal			609.45
Wheatlands/Langdale			
#1 Phalaris arundinacea installed	10		366.00
#5 Maiden Grass installed	6		423.90
#5 Miscanthus sinensis Yaku Jima installed	2		141.30
Subtotal			931.20
Powhowton Road			
#5 Maiden Grass installed	98		6,923.70
#5 Schizachyrium scoparium installed	81		5,722.65
#5 Little Bunny grass installed	62		4,380.30
#5 Miscanthus sinensis Gracillimus installed	54		3,815.10
#5 Miscanthus sinensis Yaku Jima installed	10		706.50
Subtotal			21,548.25
Total			

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Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/19/2022	1561

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
Pinewood			
#5 Maiden Grass installed	27		1,907.55
#5 Schizachyrium scoparium installed	29		2,048.85
#5 Little Bunny grass installed	4		282.60
#5 Miscanthus sinensis Gracillimus installed	2		141.30
#5 Miscanthus sinensis Yaku Jima installed	13		918.45
#5 Pampas Grass installed	3	EA	233.40
Subtotal			5,532.15
Wheatlands Parkway			
#5 Maiden Grass installed	85		6,005.25
#5 Little Bunny grass installed	5		353.25
#5 Miscanthus sinensis Gracillimus installed	27		1,907.55
#5 Miscanthus sinensis Yaku Jima installed	26		1,836.90
#5 Schizachyrium scoparium installed	167		11,798.55
#5 Knock-Out Rose	28		1,779.40
Subtotal			23,680.90
Total			\$74,577.45

Phone #
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Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/20/2022	1562

Name / Address
Wheatlands Metro District 6601 S Wheatlands Parkway Aurora, CO 80016

Ship To

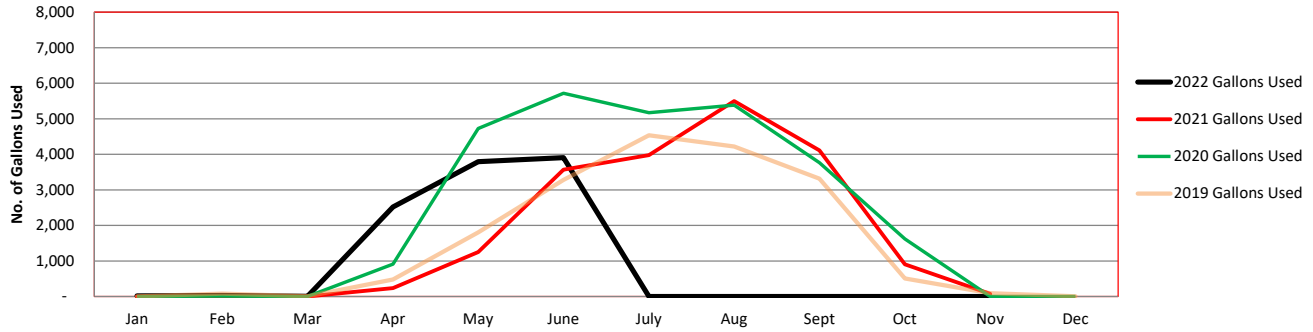
Project
2022 Enhancements

Description	Qty	U/M	Total
Remove all existing shrubs from around air conditioning units, and create seating space.			
Demo. Work	4	hr	260.00
Dump fees	1	EA	250.00
Pavers (24" x 24")	100		1,650.00
Sand	1.5	ton	88.50
General Landscape Labor	8		520.00
Parkway bench			4,495.00
Subtotal			7,263.50
This proposal and estimate is good for thirty (30) days from the date of issue.			
Acceptance of Contract			
By my signature below I do hereby accept this proposal dated _____ as presented.			
Signature: _____ Date _____			
Please Print Name _____			
Total			\$7,263.50

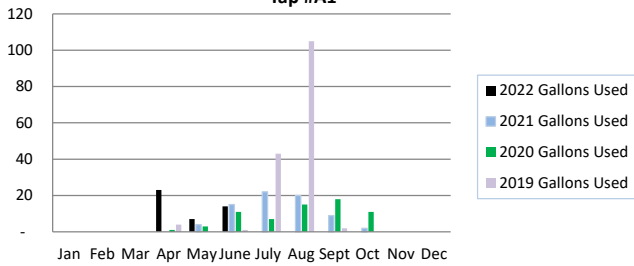
Phone #
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Email:
coxoffice@coxprolandscape.com

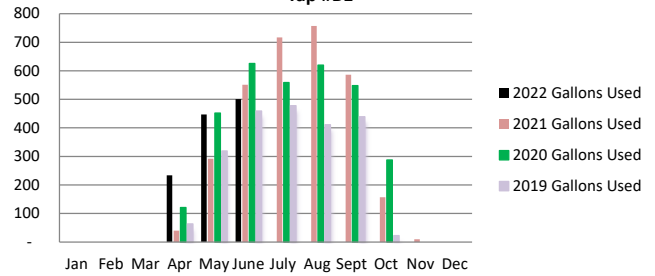
Wheatlands Metropolitan District Total Monthly Usage



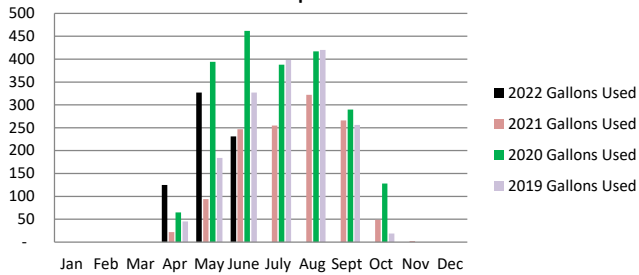
**24798 E WHEATLANDS PKWY
Tap #A1**



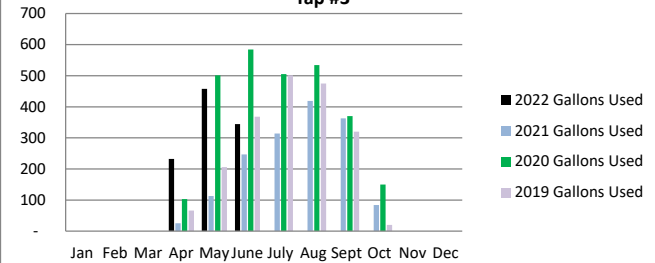
**25012 E WHEATLANDS PKY
Tap #B1**



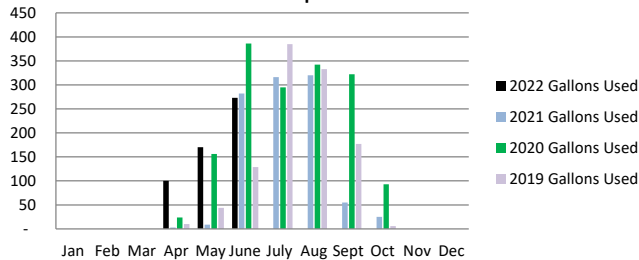
**6636 S IDER ST
Tap #2**



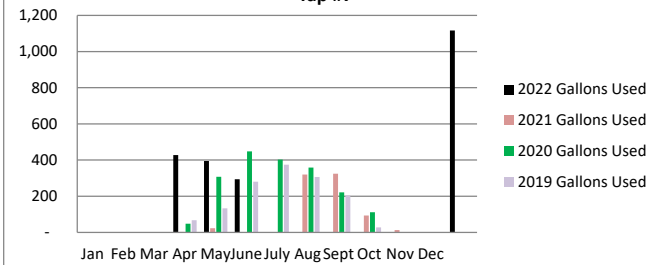
**25591 E CALHOUN
Tap #3**



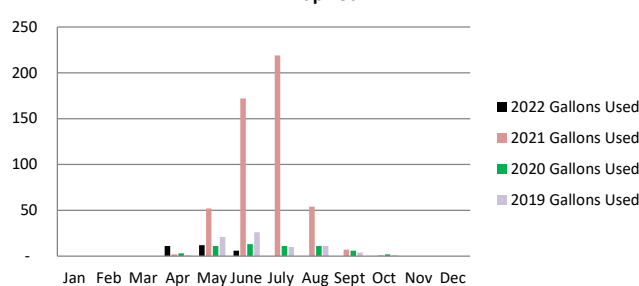
**6555 S WHEATLANDS PKY
Tap #4**



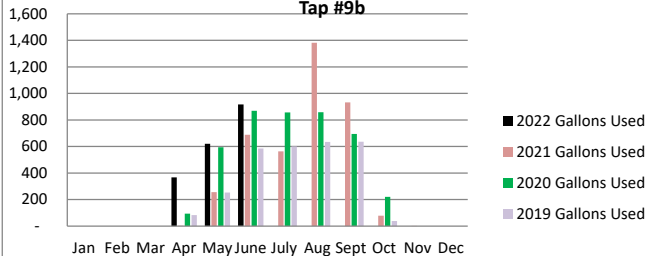
**6425 S WHEATLANDS PKY
Tap #7**



**6163 S WHEATLANDS PKY
Tap #9a**

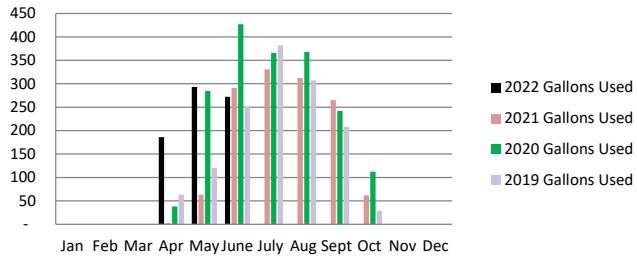


**6161 S WHEATLANDS PKY
Tap #9b**

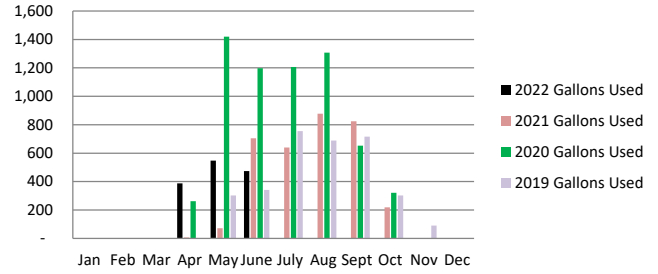


Wheatlands Metropolitan District Total Monthly Usage

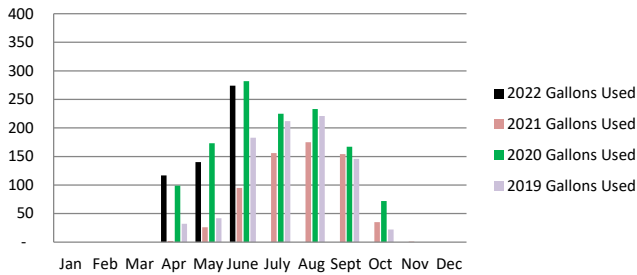
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Tap #8**



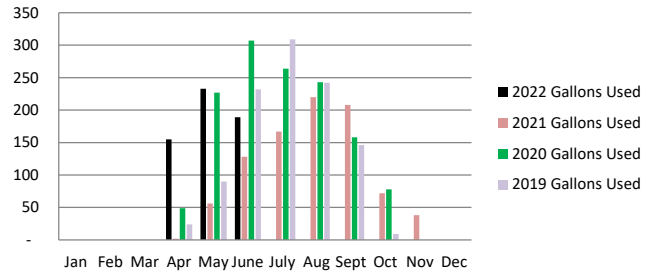
**6151 S WHEATLANDS PKY
Tap #10**



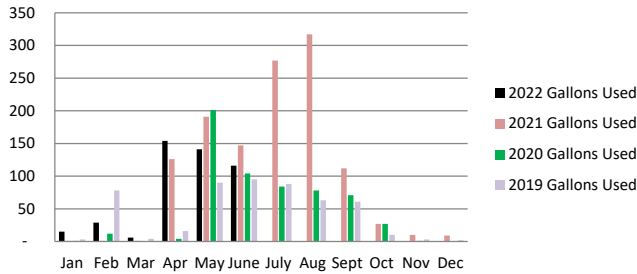
**5908 S POWHATON RD
Tap #12**



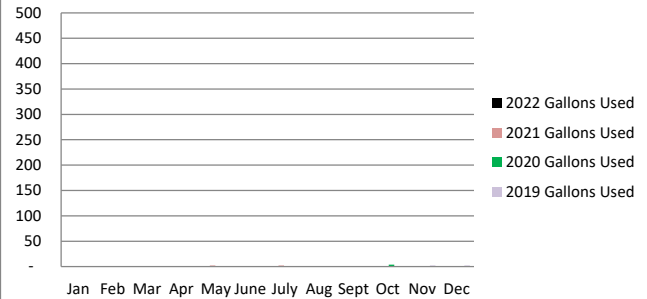
**5958 S POWHATON RD
Tap #11**



**6601 S WHEATLANDS PKY
Tap #4 (Clubhouse)**



6171 S WHEATLANDS PKY



2022 August Agenda

District Business

- Estimate for Camera by dumpster area
- Park light poles (wires were stolen)
- New controllers for pool
- Meter install update
- Smoking pole at Buffalo
- Updated Kitchen and bathroom project
- Pool deck furniture options
- (2) new Lifeguards chairs ordered – delivered
- Authority Update
 - Membership numbers
Membership at 1101 for July vs. 1091 for June
 - Marketing Update – \$1 August sign up

Event Recap

- Food Truck July 20th – Animal Safari (Erin Mehojah and Melissa Engel sponsoring)
- Food Truck Aug 10th – Magician/Balloon Twister (same person)- (Erin Mehojah and Melissa Engel sponsoring)

Upcoming Events

- Concert Night August 19th - Madonna/Prince tribute band (Jen Cronk sponsoring band)
- Fall Garage Sale September 23-24th
- September 17th-Oktoberfest Beer tasting and food pairing (Erin Mehojah and Melissa Engel sponsoring)
- October 15th – Halloween Decorating Contest and Pumpkin Patch/craft and face painter (Jen Cronk sponsoring hot beverage tent)
- November 12th – Murder Mystery Night
- December – Holiday Decorating Contest
- December 11th 4-6pm Stories with Santa, Horse Drawn Carriage Rides, Hot Chocolate and Cookies (Jen Cronk sponsoring)

Active Membership Count: AUR - 05.03KC

As of 2022-08-02 23:23:50 Mountain Standard Time/MST • Generated by Kim

Filtered By

Show: All memberships

Membership Status equals Active

Membership Type does not contain GDL,Silver,Renew,Pass,YSO,Day,Wheat,Bl

Record Type equals Standard Membership

MT: Location contains Aurora YMCA (AUR)

Transaction Line Item: Item Type equals Membership,Membership Group

Transaction Line Item: Event Type equals Purchase

MT: Location ↑	Membership Type ↑	Record Count
Aurora YMCA (AUR)	Adult Pre-pay Annual (AUR)	12
	Y-Premium Annual Individual (AUR)	4
	Y-Premium Individual (AUR)	99
	Y-Starter Annual (AUR)	5
	Y-Starter (AUR)	358
	Y-Premium Household (AUR)	7
	Y-Premium Couple (AUR)	24
	Household Standard (AUR)	264
	Couple Standard (AUR)	58
	Individual Standard (AUR)	197
	Virtual (AUR)	4
	Individual Basic (AUR)	69
Total		1101

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ProSec Integration, LLC
181 E 56th Ave, Suite 601
Denver, CO 80216

Tel. (303)835-8100
www.prosecalarm.com

ESTIMATE NO. 32398

Wheatlands Metropolitan District
CO

Date: 07/19/2022
Salesperson: Trevor Howell
Quote No: 32398
Site: Wheatlands Metro District
(Clubhouse)
Valid For: 30 Day(s)

Re: Wheatlands Metro District (Clubhouse)

Description

The proposed scope of work includes all parts, material, installation labor, programming, and applicable taxes.

The scope of work is for the installation of one additional long range camera on the building to view the trash enclosure. The camera will be mounted on the building where no trees will block the line of site from the building to the trash enclosure. The camera will be zoomed in to view the trash enclosure to record the surrounding area.

Thank you for this opportunity!

Total \$1,875.00



ProSec Integration, LLC
181 E 56th Ave, Suite 601
Denver, CO 80216

Tel. (303)835-8100
www.prosecalarm.com

ACCEPTANCE OF QUOTATION NO. 32398

Wheatlands Metropolitan District
CO

Date: 07/19/2022
Salesperson: Trevor Howell
Quote No: 32398
Site: Wheatlands Metro District
(Clubhouse)
Valid For: 30 Day(s)

Please Note:

Acceptance of this estimate is based on ProSec Integration LLC's standard service agreement terms and conditions. For a copy of our standard service agreement, contact our office at (303)835-8100.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: _____ for Wheatlands Metropolitan District

Name: _____ Date: _____

Thank you for this opportunity!

Total \$1,875.00



Summary

This MEGAPIX® IVA™ IP camera is your gateway to powerful video analytics features. It is NDA compliant and provides 5MP resolution at real-time 30fps. The MEGAPIX IVA cameras have a powerful engine to detect and classify people and vehicles in real-time. IVA+ license upgrade offers advanced Video Content Analysis detection capabilities. This camera includes a 6-50mm long range vari-focal auto-focus lens with motorized zoom, simultaneous H.265/H.264/MJPEG codec support and Star-Light Plus™ color in near-total darkness technology for quality video in any lighting condition, all in an IP66-rated weather resistant bullet housing. All MEGAPIX® cameras are ONVIF conformant, assuring their successful integration with any open platform solution on the market.

Features

- 5MP 1/2.8" image sensor at real-time 30fps
- Star-Light Plus™ color in near-total darkness technology
- Intelligent Video Analytics (IVA)
- Extended Intelligent Video Analytics (IVA+ license required)
- Seamless integration and control of IVA rules with DW Spectrum® IPVMS
- Reduce false alarms
- Increase your recording storage with logic rules and smart recording
- 6-50mm vari-focal p-iris lens with motorized zoom and auto-focus
- True Wide Dynamic Range (WDR)
- Triple codecs (H.265, H.264, MJPEG) with simultaneous streaming
- Cold Start -40°F (-40°C)
- 140' Smart IR™ with intelligent camera sync
- Smart DNR™ 3D digital noise reduction
- True day/night with mechanical IR cut filter
- Programmable privacy zones
- Auto gain control (AGC)
- Backlight compensation (BLC)
- Auto white balance (AWB)
- Motion detection
- Two-way audio
- Micro SD/SDHC/SDXC class 10 card slot (card not included)
- Alarm sensor input and relay output
- PoE class 3 and DC12V
- UL listed
- NDA compliant
- IP66 environmental-rated dust-tight and water-resistant
- IK 9-rated impact-resistant
- 5 year warranty



Accessories (optional)



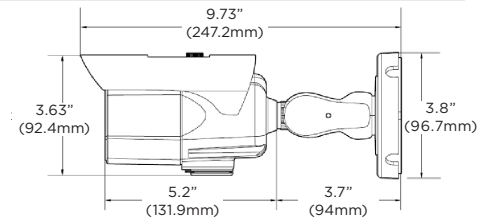
DWC-BLJUNC
Junction box



DWC-PMB-BU
Pole mount bracket

Dimensions

Unit: Inch (mm)



Specifications



IMAGE	
Image sensor	5MP 1/2.8" CMOS
Total pixels	2592 (H) X 1944 (V)
Minimum scene illumination	0.08 lux (color) 0.0 lux (B/W)
Video output	Local video output CVBS 1.0V p-p (75Ω), 4:3 aspect ratio
LENS	
Focal length	6-50mm, F1.6
Lens type	Vari-focal p-iris lens with motorized zoom and auto-focus
HFOV / VFOV	40.8° - 6.9° / 30.2° - 5.2°
IR distance	140ft range
Optical zoom / digital zoom	x8 optical zoom
I/O	
Audio in/out	1/1
Audio compression	G.711
Alarm in/out	1/1
OPERATIONAL	
Intelligent Video Analytics	IVA license: intrusion, line crossing, counting line, loitering, enter, exit, tamper IVA+ license: object removed, tailgating, direction, stopped, appear, disappear, object left
Shutter mode	Auto, manual, anti-flicker, slow shutter
Shutter speed	1/15 - 1/32000
Slow shutter	1/2, 1/3, 1/5, 1/6, 1/7.5, 1/10
Auto gain control	Auto
Day and night	Auto, day (color), night (B/W)
Smart DNR™ 3D digital noise reduction	3D-DNR
Wide Dynamic Range (WDR)	True WDR, 120dB
Privacy zone	16 programmable privacy masks
Backlight Compensation (BLC)	Yes
Mirror and flip	Yes
Alarm notifications	Notifications via e-mail notifications, FTP, alarm output and SD card recording
Memory slot	Micro SD / SDHC / SDXC (card not included)
NETWORK	
LAN	10/100 Base-T
Video compression type	H.265, H.264, MJPEG
Resolution	H.265: 2592x1944, 2304x1296, 2.1MP/1080p, 720p, VGA, DI, CIF H.264: 2592x1944, 2304x1296, 2.1MP/1080p, 720p, VGA, DI, CIF MJPEG: 2.1MP/1080p, 720p, 800x600, VGA, 768x432, DI, CIF
Frame rate	Up to 30fps at all resolutions
Video bitrate	H.264 / H.265: 32Kbps - 14Mbps MJPEG: 1Mbps - 40Mbps
Bitrate control	H.265 dual-stream or simultaneous H.265 / H.264 / MJPEG
Streaming capability	Dual-stream at different rates and resolutions
IP	IPv4, IPv6
Protocol	TCP/IP, UDP, AutoIP, RTP (UDP/TCP), RTSP, NTP, HTTP, HTTPS, SSL, DNS, DDNS, DHCP, FTP, SMTP, ICMP, SNMPv1/v2/v3 (MIB-2), ONVIF
Security	HTTPS (TLS), IP filtering, 802.1x, digest authentication(ID/PW)
ONVIF conformance	Yes
Web viewer	OS: Windows®, Mac® OS, Linux® Browser: Internet Explorer®, Google Chrome®, Mozilla Firefox®, Safari® NOTE: Chrome browser is recommended for IVA configuration
Video management software	DW Spectrum® IPVMS
ENVIRONMENTAL	
Operating temperature	-40°F - 122°F (-40°C - 50°C)
Operating humidity	10-90% RH (non-condensing)
IP rating	IP66-rated
IK rating	IK09 impact-resistant
Other certifications	UL listed, CE, FCC, RoHS
ELECTRICAL	
Power requirement	DC 12V, PoE (IEEE 802.3af Class3). (Adapter not included)
Power consumption	DC12V: max 9W, PoE: max 10.5W
MECHANICAL	
Material	Aluminum bullet housing
Dimensions	9.73" x 3.8" (247.2 x 96.7mm) *Based on the position of the sun shield cover
Weight	1.98 lbs (0.9kg)
Warranty	5 year warranty



1831 EAST 73RD AVENUE UNIT B • DENVER, COLORADO 80229 • 303.288.3152 FAX 303.288.1029 • CLI-SERVICES.COM

July 21, 2022

Wheatlands Metro District
c/o Isabelle Rodau
245 Century Cir., Ste. 103
Louisville, CO 80027

RE: 6601 S. Wheatlands Parkway
Aurora, CO 80016
Proposal # 404013

We, CLI Services, propose to re-install branch circuit conductors (wires) that were removed via theft from light poles and conduit. We will also make all final connections and preform testing of affected circuits.

TOTAL JOB COST, to include all labor and material necessary for the complete installation.

Pricing is good for thirty (30) days. The Total Job Cost assumes that existing electrical is code compliant and in good working order.

\$6,348.38

(plus permit, if required and any applicable taxes).

Six Thousand Three Hundred Forty Eight Dollars and 38/100

If the Total Job Cost is over \$5,000, CLI Services will bill one third (1/3) upon acceptance of the proposal.

Special Ordered Material requires half (1/2) of the Total Job Cost to be billed upon acceptance of the proposal.

CLI Services – Colorado Lighting, Inc. payment terms are Net30 upon approved credit. Our Terms and Conditions are included in this proposal and can also be viewed on our website at <https://www.coloradolighting.com/terms-conditions/> Invoices paid with a credit card will be assessed an additional 3.5% fee. If the contract is canceled any time after a signed proposal has been received, CLI Service will assess a 35% cancelation fee. Any alteration or deviation from above specifications involving extra costs will be executed only upon receipt of written orders and will become an additional charge over and above the Total Job Cost. All pricing is based upon regular work hours as defined in our Terms and Conditions. All material warranties will be determined by the manufacturer's Terms and Conditions.

Acceptance of Proposal: The Total Job Cost, specifications and conditions are satisfactory and are hereby accepted. CLI Services is authorized to perform the work as specified. Payment will be made as outlined above.

PROPOSED BY

Matt Guthrie E.C

Matt Guthrie

7/21/22

Name/Title (Print)

Signature

Date

ACCEPTED BY

Name/Title (Print)

Signature

Date

This proposal is the intellectual property of CLI Services and is privileged and confidential and intended only for the use of the individual named on this document. Any unauthorized review, use, disclosure, or distribution is prohibited and could result in monetary damages.



TERMS AND CONDITIONS

1. **SERVICES.** Contractor agrees to furnish all labor, supplies, uniforms, equipment and materials necessary to properly perform the Services. Contractor shall furnish their best skill, attention and judgment in the prosecution of the work.
2. **WORK HOURS.** All pricing is based on regular work hours, M-F 7 a.m. to 4 p.m. unless otherwise noted.
3. **PERMITS, LICENSES.** If any government permit, license, or authorization shall be required or necessary for proper and lawful performance of the services hereunder, Contractor shall, at Owner's expense, duly procure and maintain such license, permit or authorization.
4. **LABOR HARMONY.** Contractor and their employees agree to work in harmony with all contractors and laborers employed by Owner or their agent in connection with the property.
5. **ASSIGNMENT BY OWNER.** Owner shall not assign this Agreement or any interest therein without the prior written consent of the Contractor, which may be withheld at Contractor's sole and absolute discretion.
6. **SUBCONTRACTING.** Contractor may subcontract any or all portions of the Work and each Subcontractor is bound to the terms and conditions contained herein.
7. **NON-INTERFERENCE.** Contractor shall perform the services so as not to unreasonably interfere with Owner's operation of the Property. Upon acceptance of this proposal, Owner acknowledges and expressly provides permission to Contractor to disable and/or interfere with electrical systems as necessary to perform the Work in a safe manner.
8. **OWNER RESPONSIBILITY.** Owner shall be responsible for the acts and omission of Owner's suppliers, agents, employees and/or subcontractors.
9. **CONTRACTOR RESPONSIBILITY.** Contractor assumes full responsibility for the actions of their personnel and the personal of any subcontractors under their supervision, while performing the work.
10. **RECORDS.** Contractor shall maintain written records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or as required by law.
11. **COMPLIANCE WITH LAWS.** Parties to this agreement shall comply with all applicable Federal, State and Local laws, codes, ordinances, rules and legal requirements with respect to the Work (including, by not limited to, laws concerning the use, handling and disposal of Hazardous Materials), and laws concerning the verification of an individual's right to work in the United States.
12. **SAFETY DATA SHEETS.** Contractor shall maintain and make available to Owner, upon written request, the Safety Data Sheets required in accordance with the Occupational Safety & Health Act for any and all hazardous materials or waste(s) on all products that may be used by the Contractor in the performance of the work.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, the Owner shall indemnify, hold harmless, protect and defend (with attorneys acceptable to the Contractor) Contractor, and their directors, employees, partners, shareholders, members, authorized agents, affiliates, representatives, insurers, and their assigns and successors, from and against any and all liabilities, losses or damages, arising out of the acts or omissions of Owner, its employees, agents or subcontractors in connection with work performed under this agreement.
14. **PAYMENT.** Owner agrees to remit payment to Contractor in accordance with payment terms. If Owner should fail to remit payment on a timely basis, a finance charge of 18% per annum shall be due and payable immediately. Owner shall defend, indemnify and hold Contractor harmless against any and all damages, liabilities, costs and expenses (including attorney's fees) suffered or incurred by Contractor as a result of Owner's failure to remit payment to Contractor in accordance with the terms and conditions shown herein. All work is subject to credit approval. Colorado Lighting, Inc. reserves the right to change credit terms at any time, if account is not current. Payments made by credit card are subject to a 3.5% processing fee.
15. **CHANGE ORDERS.** Any alteration or deviation from the scope of work involving additional or reduced costs will be executed only upon written change order, and will become an additional charge or deduction over and above the proposal price as agreed to in writing by both parties.
16. **WARRANTY.** Materials installed and Labor provided under this Agreement shall follow manufacturer's process for replacement and/or repair.
17. **FORCE MAJEURE.** Neither Party shall be considered in default of any of its obligations under this Agreement to the extent that performance thereof is delayed or rendered impossible by Acts of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strikes, walkouts, or other industrial disturbances, or any other causes of any nature which are beyond reasonable control.
18. **JURISDICTION.** This agreement shall be governed by the laws of the State of Colorado, City & County of Denver.
19. **ACCEPTANCE.** Terms and conditions shown herein supersede and replace any conditions, bid instructions, contracts, and other correspondence upon acceptance by Owner.

Quote

Wheatland's

Shad Wilson
5455 S. Tom Bay Ct.
Bennett CO, 80102
(303) 947-8675

Quotation valid until: 2022-2023 Season
Prepared by: Patrick Wilson

Comments or special instructions:

Proposal includes the following - Entrance at Smoky Hill Rd & Wheatlands's Pkwy (East); Light 6 Pine Trees behind monument with C-9 Cool White LED lights, on monument install 48" wreath with 5mm Cool White LEDs and 48" of Garlands with 5mm Cool white LED lights. Entrance at Smoky Hill Rd & Wheatlands Pkwy (West); Light 6 Pine Trees behind monument with C-9 Cool White LED's, on monument install 48" of garland with 5mm Cool White LED lights. Entrance at Smoky Hill & Ider (East); Light 6 Pine Trees with C-9 Cool White LED's, on monument install 48" of garlands with 5mm White LED lights. Entrance at Smoky & Ider (West); Light 6 Pine trees with C9 Cool White LED lights, on monument install 48" of garland with 5mm Cool White LED lights. Entrance at S. Pohaten Rd & West of S. Ider St.; Light 6 Pine Trees with C-9 Cool White LED Lights, on monument install 48" of garland and 48" wreath with 5mm Cool White LED lights. Entrance at S. Powhatten Rd. & Wheatlands Pkwy (NE Side); Light 6 Pine Trees with C-9 Cool White LED lights, on monument/sign install 60" of garland with 5mm Cool White LED lights. Recreation Center; Install 2 48" wreaths below both lower peaks on front and back with 5mm Red and white LEDS, Install 2 60" wreaths on front and back on the top roof line with 5mm Red and White LED lights, Install Garland on Trellis behind rec center, 3 lines on one side and the other with 5mm Cool White LED lights, Light 4 Pine Trees in the front of the Rec Center (Full Wrap) with C9 Red and White lights alternating.

Description	AMOUNT
Labor for Install & Take Down	\$6,400.00
Lift Rental	1,100.00
TOTAL	\$ 7,500.00

I guarantee that all holiday lighting displays will properly and safely functioning upon completion of the initial installation. If any problems should arise after the initial installation please contact me and I will gladly fix any problems within a 24 hour time frame weather permitting. Not responsible for vandalism. If you have any questions concerning this quotation contact Patrick Wilson at (303) 947-8674, pcwilson72@comcast.net

***I store all lights and materials for free throughout the year *All lights are commercial grade LED lights, and can be used for many years to come**

Approval Signature: _____

Date: _____

Installation will be done approximately the 1st - 3rd week of Nov 2022 and will be taken down 1st- 3rd weekend of January 2023. Lights will not be turned on until the day after Thanksgiving unless directed by you.

THANK YOU!



PO Box 17865 Denver, CO 80217

Matt- Phone: 303-263-2222

Email: matt@acsrm.com

August 1, 2022

Wheatlands Swimming Pool
Attn: Isabell Rodau
6601 S Wheatlands Parkway
Aurora CO 80016

Re: Automated Chemical Controllers

Isabell –

Thank you for allowing us to provide this proposal to replace the chemical automation on the swimming pools at your facility.

Aquatic Chemical Solutions, Inc. proposes the following for your consideration:

- Install (2) ProMinent DCM 300 Automated Chemical Controllers
 - Sensors for ORP, pH, temperature and integral flowswitch included
 - Internet capable with ethernet connection
 - Data logging capabilities
 - Meets the state health requirement for pH control on public swimming pools
 - 5-year warranty on electronics and 2 years on pH and ORP probes
- Start-Up and Operator Training

Equipment/Material Price: \$8,177.40

Labor Cost: \$750.00

Total Price: \$8,927.40

* Price does not include applicable sales taxes

I have included a brochure on the controllers and pumps for your review. Please don't hesitate to contact me if you have any questions.

Regards,

Matt Willson

Acceptance of Proposal:

Authorized Signature

Date

Please note: Bid is only valid for 45 days following the date of this proposal.

DCM 3 Series Controller

New

Stay Connected and In Control of Your Aquatics Facility!



The **ProMinent DCM 3 Series** controller is the perfect partner for remote monitoring and controlling water chemistry and processes in pools, spas, hotels, motels, and condos. The **DCM 3 Series** precision and uncompromising quality represent a world-class IIoT solution to ensure a safe and healthy water experience for your customers and peace of mind for you.

Features & Benefits

Stay Connected

- Receive email and text alarms
- Make changes from your smartphone, tablet or computer
- No apps required to connect and control
- Automatic emailing of data logs
- WiFi, Ethernet, and 4G capable

Stay in Control

- Monitor and control
 - Flow rate
- Precision chemical feed
 - Proportional control strategies
 - Control output of ProMinent pumps

Stay Safe

- Configurable digital interlocking to flowmeter and circ pump
- 8 discrete assignable passwords at three access tiers

World-Class Accuracy

- pH sensor accurate to 0.04 SU per NSF

Applications

- Residential and Commercial swimming pools
- Therapy pools
- Spray pads
- Hot tubs
- Fountains

Ordering Information

- **DCM300** - controller package for pH, ORP and temp. (P/N: 1107687)
- **DCM300 Salt** - Salt pool controller package for pH, gold ORP, and temp (P/N: 1107688)
- **DCM300 SaltPlus** - Salt pool controller package for pH, gold ORP, conductivity/TDS, and temp. (P/N: 1107689)
- **DCM3-CI** - True PPM controller package for pH, free chlorine PPM, and temp. (P/N: 1107690)
- **DCM3-CIPlus** - True PPM controller package for pH, free chlorine PPM, conductivity/TDS, and temp. (P/N:1107691)
- **DCM3-CIORP** - True PPM controller package for pH, ORP, PPM, and temp. (P/N:1118932)



ProMinent®

DCM 3 Series Controller

Specifications

Operator Interface		
Remote	Fully interactive Ethernet and WiFi TCP/IP graphical interface with multi-level security access codes	
Local	4 line - 20 character OLED display, 12 buttons,multicolor controller status LED, multicolor output LEDs indicate relay output status, Ethernet, and Wifi status LEDs	
Sensors		
Included sensors	pH, (ORP and/or PPM), temperature	
Optional sensors	Conductivity, feed verification, flow rate, water level, calculated LSI/Ryznar, water totalizer	
Inputs		
Digital inputs	6, (5 fully configurable) Examples: sample flow switch, return line low switch, digital pulse flow meter(s), auto-fill float switch, external interlocks	
Analog inputs	Up to 5 standard (configurable options) + 9 virtual (LSI, flow rate, etc.)	Example: conductivity, pH, [ORP and/or free chlorine], sample temp, flow via pulse input
Outputs		
Control relays	5 total: 2 AC line voltage, 3 dry contact (AC or DC), all are fully assignable	
	1. Acid feed 2. Oxidant feed 3. Autofill 4. CO2 feed 5. Alarm *Interlocked with sample flow when used for chemical feed	
Control		
	On/off Time modulation (proportional) Time cycling pH ORP and/or free chlorine Temperature Event timers - for alternate oxidant setpoint or timed feed of chemical (filter aid) Autofill	Chem feed stop during bump or backwash Flow restored delay (adjustable) Blocking and lockout for added control
Communication		
	10Base T, TCP/IP ethernet, optional wireless 4G cellular HTML, micro web server with DHCP or user definable IP address Standard built-in WiFi router (smartphone/ iPad/ tablet) USB port for datalog extraction, configuration saving, configuration uploading, & field software updates	
Security		
	Local and remote access protected by access codes (Up to 8 unique users and passwords with 3 access levels)	
System		
Power	120 VAC, 50/60Hz, 7.9 Amp, single phase	
Fusing	Outputs fused @ 6.3 Amps total @ 120 VAC, Internal circuits fused at 1.6 Amps	
Surge suppression	Integral surge suppression - Relays 1-5	
Accessory power	15VDC thermally fused at 60mA. (no NAMUR inputs)	
Enclosure	Non-metallic, NEMA 4X, IP65	
Panel dimensions	18" x 30" x 6.5" (WxHxD)	
Convenience	Field software upgrades via USB flash drive, configuration cloning via flash drive	
Certifications		
	NSF/ANSI/CAN Standard 50 (Pending)	
	MET to UL 61010-1	
	CSA CAN/CSA-22.2 No. 61010-1-12	
Warranty		
	5 years on electronics 2 years on ORP, pH sensors 1 year on all other parts	

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QUOTE - do not pay

PO Box 150301, Lakewood, CO 80215 P: 303-232-8600 F:303-675-8280

www.copooldoctor.com

DATE

8/5/2022

QUOTE#

0000050350

CUST #

0000625

BILL TO:

Wheatlands HOA
C/O YMCA
2625 S Colorado Blvd
Denver CO 80222

SHIP TO:

Wheatlands HOA
6601 S Wheatlands Pkwy
Aurora CO 80016

P.O. NUMBER		TERMS	SALES PERSON	
		NET 30		
QTY	DESCRIPTION	PRICE EA	AMOUNT	
	<p>This estimate is for a water chemistry controller system using liquid chlorine (sodium hypochlorite 10-12% (bleach)) for chlorine (ORP) control, and liquid acid feed for pH control. This system is NSF50 and should meet upcoming swimming pool code requirement changes for automation of ORP and pH.</p> <p>Please note - the water chemistry of the body of water needs to be balanced and properly chlorinated before we come out to install. Controllers are calibrated to the water (when perfect), not the other way around.</p> <p>If the water is not balanced and properly clorinated upon arrival we will have to treat/balance the water and come back to do the installation - additional trip charges will apply.</p>			
1.00	Chemical controller system installation - service call zone pack - Zone 3 - Includes service calls for installation and service call for 24 hour check - system/water chemistry, water testing, chemical balancing.	329.99	329.99	
	Pool:			
1.00	Hayward - CAT-PP2000 (standard commercial) Professional Package water chemistry controller (single sanitizer only). Includes: Board mounted controller package (controller, ORP / pH sensors, flow cell). Warranty - 5 year on controller, 2 year on sensors. Note - please see mfr I/O and/or website for full warranty information and terms. Does not include installation - see installation options. No remote monitoring capability. Electrical Requirements - 1 dedicated 120V/20A GFCI circuit per controller. (Wall) Space requirements - 2' x 2' of clear wall space.	2,999.99	2,999.99	
1.00	Automation system - Basic Installation - Sodium hypochlorite (bleach) / liquid chlorine and acid for ORP (chlorine) / pH control - Includes: Up to 25' of .25 inch tubing (same room), basic programming, tapping pipes for injection point, tubing clips/zip ties for tubing runs. Includes up to 2 hours of truck/equipment/labor/time. Does NOT include: Electrical work that requires a licensed electrician, any permitting or any additional work required by the authority having jurisdiction to close any required permit.	499.99	499.99	
2.00	Stenner - 85MF pump - Single Head Fixed-rate Pump - #5 tube - 85 gallons per day - for over 2500 gallons - outdoor	394.01	788.02	
	Wader:			

Estimates good for 30 days only.

Customer hereby acknowledges and agrees that any account that becomes delinquent will be subject to collection services. Customer agrees to pay all court & reasonable attorney fees for collection of all past due amounts owed plus interest - thereon at 18% per annum on all such amounts outstanding.

Work approved: Customer Signature

Print Name

Date



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2.00	Stenner - 85MF pump - Single Head Fixed-rate Pump - #5 tube - 85 gallons per day - for over 2500 gallons - outdoor	394.01	788.02	
Estimate Notes: 1) all estimates subject to final inspection / room limitations. Note 2) Please note equipment availability could change at any moment due to severe (and unprecedented) supply chain issues. If equipment availability changes there may be additional appropriate charges for equipment substitutions. Note 3) Equipment costs are per body of water. Size of body of water (pool or spa) does not make a difference in equipment costs (chemicals costs are dependent upon size). Note 4) Check with local authorities for chemical storage requirements for your property. It is solely the customer's/property's responsibility to abide by all applicable chemical storage codes. In most jurisdictions it is against code for sanitizers/oxidizers and corrosives to be stored in the same room. Placement of chemical containers will be at the property's direction only.				
SUBTOTAL			\$8,905.99	
TAX			\$248.70	
TOTAL			\$9,154.69	

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Pool:				
1.00	Hayward - CAT-PP4000 (standard commercial) with WIFI/remote monitoring. Professional Package water chemistry controller (dual sanitizer capable). Includes: Board mounted controller package (controller, ORP / pH sensors, flow cell). Warranty - 5 year on controller, 2 year on sensors. Note - please see mfr I/O and/or website for full warranty information and terms. Does not include installation - see installation options. No remote monitoring capability. Electrical Requirements - 1 dedicated 120V/20A GFCI circuit per controller. (Wall) Space requirements - 2' x 2' of clear wall space.		4,561.70	4,561.70
1.00	Automation system - Basic Installation - Sodium hypochlorite (bleach) / liquid chlorine and acid for ORP (chlorine) / pH control - Includes: Up to 25' of .25 inch tubing (same room), basic programming, tapping pipes for injection point, tubing clips/zip ties for tubing runs. Includes up to 2 hours of truck/equipment/labor/time. Does NOT include: Electrical work that requires a licensed electrician, any permitting or any additional work required by the authority having jurisdiction to close any required permit.		499.99	499.99
2.00	Stenner - 85MF pump - Single Head Fixed-rate Pump - #5 tube - 85 gallons per day - for over 2500 gallons - outdoor		494.01	988.02
Wader:				

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TOTAL			\$12,429.41	

Estimates good for 30 days only.

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Work approved: Customer Signature	Print Name	Date

Date _____

SOS TECHNOLOGIES
Licensed by Oxygen Therapy Institute, Inc.

SERVICE AND EQUIPMENT AGREEMENT

**SOS TECHNOLOGIES AGREES TO PROVIDE THE FOLLOWING FOR:
YMCA METRO DENVER**

Make available an annual Emergency Response Training (ERT) class.

Use of FIFTEEN (15) Stewart Oxygen Inhalator (s). **

Semi-annual Preventive Maintenance Service of each Stewart Oxygen Inhalator.

Maintain each inhalator in compliance with all applicable medical standards and government regulations.

Provide oxygen service at subscribers' location within 24 hours of notification (within 50 mile radius of SOS Technologies' office)

Maintain all records and perform all tests of Stewart Oxygen Inhalators as required by Federal and State regulations.

SUBSCRIBER AGREES TO PAY SOS TECHNOLOGIES THE FOLLOWING FOR THE ABOVE SERVICES AND EQUIPMENT:

TWENTY FIVE Dollars (\$ 25.00) per MONTH on a per inhalator basis, in advance, invoiced on a QUARTERLY basis, plus applicable taxes.

NINETY NINE Dollars (\$ 99.00) per service call.

The subscriber hereby agrees that in the event any inhalator shall be lost, stolen, damaged beyond repair or destroyed while in the possession of the subscriber, the sum in cash of Five Hundred and no/100 Dollars (\$500.00) per inhalator will be paid to SOS Technologies and Oxygen Therapy Institute, Inc. This payment will not cancel this Agreement.

OTHER CONDITIONS OF SERVICE:

Initial term of this Agreement shall be for two (2) years and shall continue thereafter for successive two (2) year renewable terms (subject to price modification), unless written notice is given by either party thirty (30) days prior to the end of any term.

Each Stewart Oxygen Inhalator shall remain property of SOS Technologies and Oxygen Therapy Institute, Inc. at all times.

All refilling of cylinders and service of the Stewart Oxygen Inhalator shall only be done by SOS Technologies service personnel.

A service charge may be applied to unpaid bills as set forth in SOS Technologies invoices. A reasonable fee for collection of unpaid bills (including but not limited to attorney's fees) shall be at the subscriber's expense.

This contract shall be binding upon SOS Technologies and subscriber and their respective legal representatives, successors and assigns.

The subscriber agrees that SOS Technologies has made no representation or warranty of any kind, nature or description expressed or implied except those written into this Agreement. This Service and Equipment Agreement contains the entire Agreement between SOS Technologies and the subscriber and may not be changed, modified, terminated or discharged except as provided herein. The subscriber agrees that they have read and understand the entire Agreement.

This Service and Equipment Agreement shall be governed by the laws of the state in which this Agreement is written.

SPECIAL INSTRUCTIONS : **UNITS 9-15 AT \$10/MONTH EACH

SOS TECHNOLOGIES

AUTHORIZED SOS TECHNOLOGIES REPRESENTATIVE

FOR SOS TECHNOLOGIES USE:

UNIT # 1228, 1731

AUTHORIZED SUBSCRIBER

X
SIGNATURE _____ TITLE _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NUMBER _____