

**WHEATLANDS METROPOLITAN DISTRICT**

**REGULAR MEETING**

Wheatlands Clubhouse

6601 S. Wheatlands Parkway, Aurora

September 8<sup>th</sup>, 2022 at 6:00 p.m.

[www.wheatlandsmetro.org](http://www.wheatlandsmetro.org)

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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

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**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. Minutes from April 12, 2022 Joint Special Meeting
  - b. Minutes from August 11, 2022 Special Meeting
  - c. Claims Paid in the amount of \$393,115.34
  - d. Work Order No. 4 to Independent Contractor Agreement for Holliday Lighting with Shad Wilson
  - e. Independent Contractor Agreement for Pool Maintenance and Repair Services with Pool Doctor
  - f. Work Order No. 1 to Independent Contractor Agreement for Pool Maintenance and Repair Services with Pool Doctor (Water Chemistry Controller System)
  - g. Ratification of First Addendum to Independent Contractor Agreement with Colorado Lighting, Inc.
  - h. Contract with SOS Technologies for Oxygen Tanks
  - i. Work Order Nos. 83 and 84 to Independent Contractor Agreement for Landscape Maintenance and Snow Removal Services with Cox Professional Landscaping
  - j. Contractor Agreement with Urban Soccer Park for Field Production
6. Covenant Enforcement/Design Review
  - a. Review Architectural Review and Covenant Enforcement Reports
7. Financial Matters
  - a. Review Unaudited Financial Statements for the period ended July 31, 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
  - c. Review Water Usage Tracking Report
  - d. Other Landscape Maintenance Matters
- 9. Legal Matters
  - a. Discuss Xcel Mitigation Funds
  - b. Discuss Contribution to Murphy Creek Trail
  - c. Discuss IGA with City to Allow Snow Removal on City Streets
  - d. Other Legal Matters
- 10. District Management
  - a. District Manager's Report
  - b. Review and Consider Approval of Work Orders/Proposals
  - c. Authority Update
  - d. Other District Management Matters
- 11. Capital Projects
  - a. Wheatlands Park Phase II
  - b. Urban Soccer Fields
    - i. Status of Production
    - ii. Discuss Specifications for Site Preparation and Authorize Bidding of Site Work
    - iii. Discuss Status of Ground Lease for Installation of Soccer Fields
- 12. Director's Items
  - a. SARIA Update
  - b. Review and Discuss Board Emails Received ([board@wheatlandsmetro.org](mailto: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 SPECIAL JOINT MEETING OF THE BOARDS  
OF DIRECTORS OF THE WHEATLANDS PARK AND  
RECREATION AUTHORITY AND WHEATLANDS  
METROPOLITAN DISTRICT

Held: Tuesday, April 12, 2022 at 1:00 p.m.

*The meeting was held via teleconference.*

Attendance

The meeting referenced above was called and held in accordance with the applicable statutes of the State of Colorado. The following directors were in attendance:

Wheatlands Park & Recreation Authority:

Kathy Barela  
Paulette Martin  
Maria Elena Daniels

Wheatlands Metropolitan District:

Paulette Martin  
Kathy Barela  
Jody Detmer  
Sameer Bhatnagar  
Brooke Holliman

Also present were Blair M. Dickhoner, Esq., Clint C. Waldron, Esq., and Erin K. Stutz, Esq. White Bear Ankele Tanaka & Waldron, Authority and District General Counsel, respectively; Eric Weaver and Rick Gonzales, Marchetti & Weaver, District and Authority Accountant; and, Tom George, Spencer Fane LP, District Special Counsel.

Call to Order/Declaration of  
Quorum

Director Barela noted that a quorum of each Board was present and therefore called the meeting to order.

Director Disclosures

Mr. Dickhoner and Mr. Waldron advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Dickhoner and Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Mr. Dickhoner and Mr. Waldron inquired into whether members of the Boards 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 Boards to act.

Approve Agenda

Mr. Dickhoner and Mr. Waldron presented the proposed agenda to the Boards for consideration. Following discussion, upon motion duly made and seconded, the Boards unanimously approved the agenda presented.

Public Comment

None.

Legal Matters

None.

Financial Matters

None.

Management Matters

Discuss Update on Facility Memberships

Ms. Armitage updated the Boards on membership numbers and projections following COVID. The Boards engaged in general discussion regarding same.

Discuss Terms of Water Line and Sub-Meter Agreement

Ms. Armitage and the Boards engaged in discussion regarding a sub-meter agreement for irrigation. The Boards requested legal counsel prepare an agreement whereby Wheatlands Metropolitan District would pay for all irrigation water that runs through the meter for the Authority's irrigation use.

Other Business

None.

Executive Session pursuant to Section 24-6-402(4)(e), Colorado Revised Statutes for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators and pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes for the purpose of receiving legal advice

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorums present, the Boards enter into executive session at 1:12 pm for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators pursuant to Section 24-6-402(4)(e), Colorado Revised Statutes and for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes as both relate to servicing and potentially refinancing the 2019 Loan with CIT Bank, N.A. (successor to Mutual of Omaha Bank) and certain debt held by the Subordinate Lenders.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District and the Authority, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.



Also pursuant to Section 24-6-402(4), C.R.S., the Boards did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

The Boards reconvened in regular session at 2:05 p.m.

### Adjournment

There being no further business to come before the Boards and following discussion and upon motion duly made, seconded and unanimously carried, the Boards determined to adjourn the meeting.

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

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Secretary for the Meeting

The foregoing minutes were approved by the Wheatlands Park and Recreation Authority Board of Directors on the 15<sup>th</sup> day of August, 2022.

The foregoing minutes were approved by the Wheatlands Metropolitan District Board of Directors on the 11<sup>th</sup> day of August, 2022.

**ATTORNEY STATEMENTS  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Wheatlands Park and Recreation Authority, I attended the executive session at the special joint meeting of Wheatlands Park and Recreation Authority and Wheatlands Metropolitan District convened at 1:12 p.m. on April 12, 2022 for the sole purpose of discussing determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. and for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), C.R.S. as both relate to servicing and potentially refinancing the 2019 Loan with CIT Bank, N.A. (successor to Mutual of Omaha Bank) and certain debt held by the Subordinate Lenders, as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Blair M. Dickhoner, Esq.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Wheatlands Metropolitan District, I attended the executive session at the special joint meeting of Wheatlands Park and Recreation Authority and Wheatlands Metropolitan District convened at 1:12 p.m. on April 12, 2022 for the sole purpose of discussing determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. and for the purpose of receiving legal advice pursuant to Section 24-6-402(4)(b), C.R.S. as both relate to servicing and potentially refinancing the 2019 Loan with CIT Bank, N.A. (successor to Mutual of Omaha Bank) and certain debt held by the Subordinate Lenders, as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Clint C. Waldron, Esq.

MINUTES OF A REGULAR MEETING OF THE BOARD OF  
DIRECTORS

OF

WHEATLANDS METROPOLITAN DISTRICT

Held: August 11, 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  
Brooke Holliman

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

**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** 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:

- Approval of Minutes from July 14, 2022 Regular Meeting and July 28, 2022 Special Meeting
- Approval/Ratification of Claims Paid in the amount of \$611,939.06
- Approval/Ratification of City of Aurora Invoice for 2" Irrigation Meter in the amount of \$201,307.68
- Approval/Ratification of Water Service Connection Fee Allocation Agreement with City of Aurora
- Ratify Work Order Nos. 79-82 with Cox Professional Landscaping
- Approval of Richdell Construction, Inc. Pay Application No. 4

**Covenant  
Enforcement/Design  
Review**

Review Architectural Review and Covenant Enforcement Ms. Sulze reviewed the covenant enforcement and operations summary. She noted that there were 160 new violations created, and 31 resolved, with 15 new design applications.

Discuss and Consider Revisions to Contract with AMI Ms. Sulze discussed the contract and noted if the Board would like her to attend in person the contract price will be increased 3%. The Board determined to have her attend telephonically and not adjust the contract amount.

**Financial Matters**

Review Unaudited Financial Statements for the period ended June 30, 2022 Mr. Shultz reviewed the June 30, 2022 unaudited financial statements. Following discussion, upon motion duly made and seconded, the Board approved the financial statements.

Other Financial Matters	The Board would like to schedule a Budget workshop for October.
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**Landscape Maintenance**

Review Landscape Maintenance Report and Status of Approved Work Orders	Mr. Cox reviewed the landscape maintenance report.
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Review and Consider Approval of Work Orders/Proposals	The Board reviewed Work Order 1561. Following discussion, upon motion duly made and seconded, the Board approved the work order.
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	The Board reviewed Work Order 1562. Following discussion, upon motion duly made and seconded, the Board approved the work order.
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Review Water Usage Tracking Report	The Board reviewed the Water Usage Tracking Report.
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Other Landscape Maintenance Matters	None.
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<b>Legal Matters</b>	None.
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**District Management**

District Manager's Report	Ms. Rodau reviewed the management report with the Board.
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District Business	It was noted that the park light poles' wiring was stolen.
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	Ms. Rodau provided a meter install update and it was noted that they are waiting on the final approval from the City and the contract has been approved.
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	It was noted that the smoking pole at Buffalo has been purchased and replaced.
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	Ms. Rodau provided an update on the kitchen and bathroom project. It was noted that Director Barela is still working on updated numbers.
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The Board reviewed the pool deck furniture options. The Board would like to discuss this during the budget workshop.

It was noted that the life guard chairs are ordered and delivered.

Ms. Rodau provided an update on the roof inspection. The roof has some damage due to age, but no hail damage.

#### Authority Update

Ms. Rodau reviewed the membership numbers for July vs. June.

It was noted that there no updates for the program signups and revenue.

Ms. Rodau reviewed the marketing update with a \$1 august sign up with the Board.

#### Review and Consider Approval of Work Orders/Proposals

The Board discussed the proposal with ProSEc for Trash enclosure camera in the amount of one thousand eight hundred seventy five dollars (\$1,875.00). The Board determined to evaluate options. The Board deferred action at this time.

The Board reviewed the proposal from CLI Services to Re-install Branch Circuit Conductors in the Amount of six thousand three hundred forty eight dollars and thirty eight cents (\$6,348.38) Following discussion, upon motion duly made and seconded, the Board approved the proposal. It was noted that Ms. Rodau will discuss a potential claim with T. Charles Wilson.

The Board reviewed the proposal from Shad Wilson for Holliday Lighting in the Amount of seven thousand five hundred dollars (\$7,500) Following discussion, upon motion duly made and seconded, the Board approved the proposal.

The Board reviewed the proposal from Aquatic Chemical Solutions for Automated Chemical Controllers in the Amount of eight thousand nine hundred twenty seven dollars and forty cents (\$8,927.40). The Board also reviewed the Pool Doctor Proposal in the amount of seven thousand seven hundred seventy-nine dollars and eighty three cents (\$7,779.83). Following discussion, upon motion duly made and seconded, the Board approved the Pool Doctor proposal.

#### District Events – Event Recap and upcoming Events

The Board reviewed the proposal from SOS Technologies for Oxygen Tanks. Ms. Rodau reviewed the proposal. She

reviewed the incident that happened at the pool. Following discussion, upon motion duly made and seconded, the Board approved the proposal.

Other District Management      None.

### **Capital Projects**

Wheatlands Park Phase II Update      Ms. Wolfman provided an update on Wheatlands Park - Phase II. She noted Richdell is approximately 2-3 weeks behind schedule. There have been delays with permitting and supplies. Ms. Wolfman will request an updated schedule. She also reviewed an invoice from Cox for irrigation coordination. Mr. Shultz noted the invoice has already been paid. She also discussed the benches that were demoed. Richdell has done some additional work on the project, and they are asking that the additional work be credited towards the cost of the benches. Following discussion, upon motion duly made and seconded, the Board approved the benches offsetting the additional work.

Mr. Waldron provided an update on the reimbursement of use tax, noting the City had agreed to refund the use tax.

Urban Soccer Fields      Mr. Shultz noted the down payment has been made

Mr. Waldron provided provided an update on the Ground Lease Agreement with the Wheatlands Park and Recreation Authority. It was noted that Mr. Dickhoner and Mr. Rowley are working on the proposed agreement.

### **Director's Items**

SARIA Update      Ms. Waldron provided an update.

Review and Discuss Board Emails Received      None.

Other Director Items      The Board discussed the swim at your own risk matter.

**Other Business**      None.

**Adjourn**

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

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

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Secretary for the Meeting

The foregoing minutes were approved the 8<sup>th</sup> day of September, 2022.



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

	Type	Date	Memo	Amount
<b>Altitude Community Law P.C.</b>				
	Bill Pmt -Check	08/09/2022	Covenant Compliance/Collectionws	-48.00
				<u>-48.00</u>
<b>American Conservation &amp; Billing Solutions</b>				
	Bill Pmt -Check	08/12/2022	August 2022 Billing Services	-3,657.00
				<u>-3,657.00</u>
<b>American Eagle Protective Services LLC</b>				
	Bill Pmt -Check	08/09/2022	July 2022 Security Service Provided	-250.00
				<u>-250.00</u>
<b>AMI</b>				
	Bill Pmt -Check	08/12/2022	July 2022 Management Fee	-3,605.00
	Bill Pmt -Check	08/17/2022	Admin Costs Oct 2021 - July 2022	-636.88
				<u>-4,241.88</u>
<b>AMS</b>				
	Bill Pmt -Check	08/09/2022	July 2022 HVAC Maintenance	-185.00
				<u>-185.00</u>
<b>Aquatic Chemical Solutions, Inc.</b>				
	Bill Pmt -Check	08/09/2022		-274.04
	Bill Pmt -Check	08/10/2022		-500.84
	Bill Pmt -Check	08/11/2022		-450.00
	Bill Pmt -Check	08/12/2022		-1,628.50
	Bill Pmt -Check	08/13/2022		-300.00
	Bill Pmt -Check	08/14/2022		-435.84
				<u>-3,589.22</u>
<b>Architerra Group Inc.</b>				
	Bill Pmt -Check	08/31/2022	Planning-park phase 2	10,266.70
				<u>10,266.70</u>
<b>Around the Corner Handyman LLC</b>				
	Bill Pmt -Check	08/09/2022	Handyman Services	-112.50
	Bill Pmt -Check	08/09/2022	Handyman Services	-75.00
	Bill Pmt -Check	08/09/2022	Handyman Services	-1,231.86
				<u>-1,419.36</u>
<b>Aurora Water</b>				
	Bill Pmt -Check	08/31/2022	July Water for Irrigation	29,774.05
				<u>29,774.05</u>
<b>Backflow Tech</b>				
	Bill Pmt -Check	08/09/2022	Backflow Testing on Irrigation Systems	-85.00
				<u>-85.00</u>
<b>Colorado Lighting, Inc.</b>				
	Bill Pmt -Check	08/02/2022		-502.88
	Bill Pmt -Check	08/04/2022		-50.00
				<u>-552.88</u>

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

	Type	Date	Memo	Amount
Cox	Bill Pmt -Check	08/09/2022	Irrigation & Landscaping Services	-585.00
	Bill Pmt -Check	08/09/2022	Irrigation & Landscaping Services	-93.30
	Bill Pmt -Check	08/09/2022	Irrigation & Landscaping Services	-67.70
	Bill Pmt -Check	08/09/2022	Irrigation & Landscaping Services	-65.50
	Bill Pmt -Check	08/09/2022	Irrigation & Landscaping Services	-649.70
	Bill Pmt -Check	08/09/2022	Irrigation & Landscaping Services	-422.50
	Bill Pmt -Check	08/12/2022	Irrigation & Landscaping Services	-65.50
	Bill Pmt -Check	08/12/2022	Irrigation & Landscaping Services	-575.23
	Bill Pmt -Check	08/17/2022	Irrigation & Landscaping Services	-240.00
	Bill Pmt -Check	08/18/2022	Irrigation & Landscaping Services	-207.40
	Bill Pmt -Check	08/19/2022	Irrigation & Landscaping Services	-892.57
	Bill Pmt -Check	08/19/2022	Irrigation & Landscaping Services	-198.45
	Bill Pmt -Check	08/19/2022	Irrigation & Landscaping Services	-79.40
	Bill Pmt -Check	08/19/2022	Irrigation & Landscaping Services	-3,150.00
	Bill Pmt -Check	08/19/2022	Irrigation & Landscaping Services	-354.00
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-303.75
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-592.49
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-82.70
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-14,698.50
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-334.46
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-82.70
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-3,094.30
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-3,560.00
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-1,157.00
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-1,395.11
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-38,700.00
	Bill Pmt -Check	08/24/2022	Irrigation & Landscaping Services	-1,309.33
				<u>-72,956.59</u>
General Air Service & Supply				
	Bill Pmt -Check	08/09/2022	Recharging of Liquid CO1	-224.18
	Bill Pmt -Check	08/09/2022	Recharging of Liquid CO0	-73.13
				<u>-297.31</u>

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

	Type	Date	Memo	Amount
<b>Hillyard - Denver</b>				
	Bill Pmt -Check	08/03/2022	Janitorial Supplies	-150.66
	Bill Pmt -Check	08/19/2022	Janitorial Supplies	-313.95
	Bill Pmt -Check	08/25/2022	Janitorial Supplies	-192.72
	Bill Pmt -Check	08/25/2022	Janitorial Supplies	-590.70
	Bill Pmt -Check	08/25/2022	Janitorial Supplies	-98.42
	Bill Pmt -Check	08/25/2022	Janitorial Supplies	-1,604.82
				<u>-2,951.27</u>
<b>Juana Saquimux</b>				
	Bill Pmt -Check	08/09/2022	July 2022 Clubhouse Janitorial Services	-1,160.00
				<u>-1,160.00</u>
<b>Marchetti &amp; Weaver, LLC</b>				
	Bill Pmt -Check	08/19/2022	July 2022 Accounting Services	-1,869.75
	Bill Pmt -Check	08/19/2022	July 2022 Accounting Services	-7,121.58
				<u>-8,991.33</u>
<b>Richdell Construction, Inc.</b>				
	Bill Pmt -Check	08/25/2022	July 2022 Park Phase II Work	-370,118.93
				<u>-370,118.93</u>
<b>Soccer Park, LLC</b>				
	Bill Pmt -Check	08/12/2022	Downpayment on Soccer Fields	154,601.00
				<u>154,601.00</u>
<b>Stewart Oxygen Service, Inc.</b>				
	Bill Pmt -Check	08/31/2022	For Oxygen Inhalator Aug-Sept 2022	62.50
				<u>62.50</u>
<b>The Aqueous Solutions, Inc.</b>				
	Bill Pmt -Check	08/09/2022	Delivery of Pool Chemicals	-454.20
	Bill Pmt -Check	08/09/2022	Delivery of Pool Chemicals	-569.00
				<u>-1,023.20</u>
<b>Waste Management of Denver</b>				
	Bill Pmt -Check	08/09/2022	July 2022 Residential Trash Removal	-12,685.90
	Bill Pmt -Check	08/19/2022	July 2022 Pool Dumpster Rental	-408.22
				<u>-13,094.12</u>
<b>Wells Fargo Credit Card</b>				
	Bill Pmt -Check	08/24/2022	Community Events, Clubhouse Expenses, Other	-3,729.47
				<u>-3,729.47</u>
<b>Western First Aid</b>				
	Bill Pmt -Check	08/09/2022	First Aid Supplies	-306.51
				<u>-306.51</u>
<b>White Bear Ankele</b>				
	Bill Pmt -Check	08/12/2022	July 2022 Legal Services Provided	-13,425.01
	Bill Pmt -Check	08/12/2022	July 2022 Legal Services Provided	-1,250.00
				<u>-14,675.01</u>
<b>XCEL Energy</b>				
	Bill Pmt -Check	08/31/2022	July 2022 Electric Utility	-5,033.87
				<u>-5,033.87</u>
<b>Zions Bancorporation, NA</b>				
	Bill Pmt -Check	08/11/2022	July 2022 WPRA District Fee	-39,726.82
	Bill Pmt -Check	08/12/2022	August 2022 WPRA District Fee	-39,726.82
				<u>-79,453.64</u>
<b>Total Claims Paid</b>				<u><u>-393,115.34</u></u>

## Wheatland's

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

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.

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

**Approval Signature:**

Date:

**THANK YOU!**

District Paulette Martin Date: Aug 15, 2022  
Contractor: [Signature] Date: 8/22/22



## INDEPENDENT CONTRACTOR AGREEMENT (POOL MAINTENANCE AND REPAIR SERVICES)

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 19<sup>th</sup> day of August 2022, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and HS HOLDINGS, INC. d/b/a POOL DOCTOR, a Colorado corporation (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; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **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



(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor 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 or an addendum to this Agreement. 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 Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. 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 prompt 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 agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

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 invoice period and the Services anticipated to be performed during the ensuing invoice period ("**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 A**. 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 A** 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**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this 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 10<sup>th</sup> 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 in the form required by Section 7; and (ii) if applicable, a reasonably 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 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 hereof, 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 two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this 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, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **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 by it 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 a worker without authorization 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 a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this 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 this 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 a worker without authorization to perform the services contemplated in this 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 a worker without authorization, 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 a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 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 this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this 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 Commercial General Liability and Workers Compensation coverage. 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 contained in this 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; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of 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 this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.



12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. 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, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. 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 District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor 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. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, 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, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this 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, 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 (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, 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. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, 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 workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this 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 with respect to its obligations under this Agreement, including the indemnity obligations set forth



in Section 15. 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 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 in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. 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 this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated 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. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. 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 of this Agreement, 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 ten (10) 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 ten (10)-day period and the defaulting party gives written notice to the non-defaulting

party within such ten (10)-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 ten (10)-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 this 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  
YMCA at Wheatlands  
6100 S. Kewaunee Way  
Aurora, CO 80016  
Attention: Isabell Rodau  
Phone: (720) 524-2763  
Email: irodau@denverymca.org

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Clint C. Waldron, Esq.  
Phone: (303) 858-1800  
E-mail: cwaldron@wbapc.com

Contractor:

HS Holdings, Inc. d/b/a Pool Doctor  
PO Box 150301  
Lakewood, CO 80215  
Attention: Craig Swegle  
Phone: (303) 232-8600  
Email: craig@copooldoctor.co



21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are 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 this 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, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. 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 this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. 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.

b. Choice of Law. 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.

c. Litigation. 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, consent, 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, consent, 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 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 to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions 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 this Agreement. The Contractor further warrants that the Work will conform to all requirements of this 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 this 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 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.

*[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:

  
\_\_\_\_\_  
Brooke Holliman (Aug 21, 2022 09:13 MDT)

APPROVED AS TO FORM:


WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Pool Maintenance and  
Repair Services with HS Holdings, Inc. d/b/a Pool Doctor, dated August 19, 2022***

**CONTRACTOR:**

HS HOLDINGS, INC. d/b/a POOL DOCTOR, a  
Colorado corporation

  
\_\_\_\_\_  
Craig Swagle  
Printed Name  
CEO  
\_\_\_\_\_  
Title

STATE OF COLORADO )

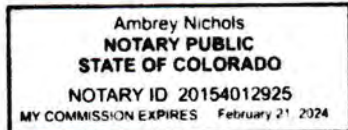
COUNTY OF Jefferson )

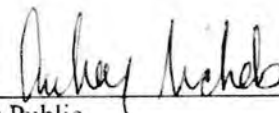
) ss.

The foregoing instrument was acknowledged before me this 30th day of August,  
2022, by Craig Swagle, as the CEO of HS Holdings, Inc. d/b/a  
Pool Doctor, a Colorado corporation.

Witness my hand and official seal.

My commission expires: February 21, 2024



  
\_\_\_\_\_  
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for Pool Maintenance and  
Repair Services with Wheatlands Metropolitan District, dated August 19, 2022*

## **EXHIBIT A**

### **SCOPE OF SERVICES/COMPENSATION SCHEDULE**

The Scope of Services shall include pool maintenance and repair services pursuant to work orders approved and executed by an authorized representative of the District. The Compensation Schedule shall be detailed pursuant to such work orders approved and executed by an authorized representative of the District.

The Contractor agrees to provide the following services subject to the Terms and Conditions attached hereto:

Furnish all labor, materials, tools, and all else necessary to complete all work as outlined in attached proposal.



## TERMS AND CONDITIONS

1. Parties; the Premises; Services; Contractor to take direction from Construction Manager as Owner's Representative. Owner (as defined in the first page of this Contract), owns real property located at (the Premises). The Contractor (as defined in the first page of this Contract) has offered to provide certain services (the Services) to Owner on or in connection with the Premises. The Services are described in a certain written proposal or agreement (the Proposal), attached to this Contract as Exhibit B. If the sale or provision of any equipment or goods to Owner is included in the Proposal, then such sale or provision of equipment and goods shall also be included in the definition of Services. Contractor agrees to fully coordinate its work with the work of other contractors. Contractor further agrees to take direction from the Construction Manager (as defined on the first page of this Contract), as the owner's representative.

2. These Terms and Conditions Control; Formation of Contract. The parties agree that these Terms and Conditions shall govern the agreement between Contractor and Owner, and to the extent that these Terms and Conditions are inconsistent with any provisions in the Proposal, these Terms and Conditions shall control. These Terms and Conditions and the Proposal collectively are referred to herein as this Contract.

3. Other proposed agreements. Different and/or additional terms and conditions on any proposal, quotation and/or other document of Contractor, whether received by Owner before or after this Contract is constituted, shall be deemed material and shall be deemed rejected and not apply hereto unless such terms are intentionally acknowledged and agreed to in a written document that is executed by Owner.

4. Timing, Performance and Price. (a) Contractor's work shall not commence until the designated Commencement Date and shall be completed by the designated Completion Date. No partial performance or additional performance shall be made unless Owner shall have given prior written consent. The total price shown in this Contract shall be the final price, inclusive of all taxes, handling, material, accessory, other related performance expenses, fees and disbursements. There shall be no other amounts due from Owner to Contractor with respect to the Services, except to the extent expressly indicated in this Contract.

(b) Contractor will transfer to Owner good and marketable title to the Services, free and clear of all liens and encumbrances. The Services shall be delivered to Owner in full compliance with law and prudent industry standards with respect thereto. No portion of the Services shall be delivered hereunder to Owner with any hazardous substances unless Contractor shall have informed Owner thereof and Owner shall have acknowledged the presence of same in writing.

(c) In the event that changes need to be made to the scope of work or design decisions are required of the owner, decisions by owner will be in a timely manner - 48 hours or less. If ownership decisions are not made in a timely manner, Contractor has the right to reschedule work with no penalty and completion date will be amended accordingly.

5. Contractor's Employees; Independent Contractor. (a) Contractor will utilize only workers qualified to do the work. Contractor will be responsible for enforcing strict discipline and ensuring an orderly workplace. Contractor will not permit or tolerate any of the following from Contractor's employees or Contractor's subcontractors at the Premises: the use of alcohol or drugs; sexual harassment; theft or conversion of property of Owner or of Owner's employees; or the misappropriation of trade secrets or other confidential information of Owner. Contractor shall not permit any undocumented aliens to perform any of the Services.

(b) Neither this Contract nor Contractor's performance hereunder shall render Contractor or any of its employees an employee, partner or agent of, or joint venture with, Owner for any purpose. Contractor is and shall remain an independent contractor in such Contractor's relationship with Owner hereunder. Neither Contractor nor any of its employees shall at any time hold itself out as an employee of Owner. Contractor shall have no power whatsoever to bind Owner in any way in dealings between the Contractor and third parties and shall make no representations (and take no action) to the contrary.

6. Payment: As a condition of payment, Contractor shall submit to Owner, c/o Construction Manager, an original invoice for Services (along with such other documentation as Owner shall reasonably request) upon completion of the

work, or monthly, in arrears, if the work spans more than one month. Owner shall process and pay such invoice(s) within thirty (30) days after the receipt of a correct invoice; *provided however* that Owner may, subject to Pool Doctor approval, withhold up to ten percent (10%) of any such payment until the completion of all the Services.

If payment becomes past due, Owner agrees to pay 18% interest per annum and all collections and attorneys' costs.

Any discount or incentive offered is subject to prompt payment. If payment is past due, Contractor reserves the right to charge the value of the offered discount or incentive.

7. Work found to be warrantable by other contractor. If during work, it is found that there are warrantable items by any other contractor and ownership requests termination of this agreement. Upon such termination, Contractor shall stop all work hereunder, and Owner's maximum liability for any completed components of the Services shall be a pro-rata amount of the total price hereunder, based on the percentage completion of the Services. Owner shall have no liability at law or in equity for requests for payments under this Section unless such requests are made within 12 months from notice of termination.

8. English Speaking Requirement. Contractor's job supervisor must be literate and fluent in English. At any time, Contractor is on-site at the Premises, at least one of Contractor's employees on site at, in the vicinity of, each building must be able to speak, read and write English. This requirement is necessary to enhance communications between Contractor and Owner, and between Contractor and tenants of or invitees of the Premises, including without limitation as regards warnings of emergencies and hazards.

9. Warranties. CONTRACTOR WARRANTY FOR CRAFTSMANSHIP / INSTALLATION IS 12 MONTHS FROM COMPLETION AND WARRANTS THAT THE SERVICES WILL BE (A) AS PROPOSED AND DESCRIBED, AND OF THE KIND AND QUALITY SPECIFIED, IN THIS CONTRACT; (B) PERFORMED IN A GOOD AND WORKMANLIKE MANNER, AND SO AS TO MINIMIZE (TO THE EXTENT POSSIBLE) DUST, DEBRIS, NOISE AND INCONVENIENCE TO TENANTS OF THE PREMISES; (C) MERCHANTABLE; (D) FIT FOR OWNER'S PURPOSES; AND (E) FREE OF ANY AND ALL DEFECTS IN WORKMANSHIP AND MATERIAL. WARRANTY WORK DESIGNATION IS AT THE SOLE DISCRETION OF CONTRACTOR AND WILL ONLY BE DONE AFTER PAYMENT IS 100% COMPLETE BY OWNER. WARRANTY WORK WILL IN NO CASE EVER EXCEED THE VALUE OF THE CONTRACT. IN THE EVENT ANY OF THE SERVICES OR ANY PART OR COMPONENT THEREOF FAILS TO COMPLY WITH THE WARRANTIES IN THIS SECTION 8, AND OWNER NOTIFIES CONTRACTOR OF SUCH NONCONFORMITY WITHIN TWELVE MONTHS FROM THE DATE OF ACCEPTANCE OF THE SERVICES AS DELIVERED (SUCH 12-MONTH PERIOD BEING HEREIN CALLED THE WARRANTY PERIOD), CONTRACTOR SHALL CORRECT SUCH NONCONFORMITY, BY REPERFORMANCE (OR OTHER REASONABLE MEANS). CONTRACTOR WILL HAVE THE RIGHT TO CURE A MINIMUM OF 2 TIMES. OWNER MUST PROVIDE ACCESS TO PROPERTY TO CONTRACTOR FOR WARRANTY WORK.

10. Risk of Loss or Damage; Acceptance. Contractor shall bear all risk of loss, damage or destruction caused by the Services and their performance whether to persons or to property. If payment hereunder (as set forth on the face hereof) is to be made in two or more installments, payment of an installment shall not constitute acceptance of the Services to any extent or any component thereof and shall be subject to adjustment for errors, shortages, defects, or other causes.

11. Change Orders. By written notice, Owner may suspend performance under this Contract, extend or shorten performance requirements or make other changes within the general scope of this Contract. If such a change causes an increase in the cost of or time required for Contractor's performance, an equitable adjustment shall be negotiated in the price or other terms of this Contract if requested by Contractor prior to implementation of the change. Contractor shall continue with performance of this Contract in accordance with the notice of change or amendment. A change by Owner pursuant to this Section shall not constitute a breach of this Contract by Owner.

12. Termination for Convenience. Owner or Contractor may terminate this Contract for its convenience in whole or in part at any time, and at any stage of

completion, by written or electronic notice. Upon such termination, Contractor shall stop all work hereunder, and Owner's maximum liability for any completed components of the Services shall be a pro-rata amount of the total price hereunder, based on the percentage completion of the Services. Owner shall have no liability at law or in equity for requests for payments under this Section unless such requests are made within 12 months from notice of termination.

13. Subcontractors Payment of Subcontractors. Prior to utilizing any subcontractor, Contractor shall ensure that the subcontractor is qualified to do the work and shall furnish Owner with the names of such subcontractor, with copies of such subcontractor's evidence of insurance in full compliance with Section 18 of these Terms and Conditions. Owner shall have the right, in its sole discretion, to reject such subcontractor in the event of the subcontractor's failure to so comply. Contractor agrees to promptly pay subcontractors any amounts then due them upon receipt of payment from Owner for Services. In the event a subcontractor of Contractor shall have placed a lien on the Premises due to Contractor's failure to fully comply with the previous sentence, Contractor shall promptly pay such subcontractor and immediately cause such lien to be removed.

14. Cancellation. (a) In addition to its termination rights under Section 12 of these Terms and Conditions, Owner may cancel this Contract in whole or in part by written or electronic notice should Contractor: (i) fail to complete or provide the Services in accordance with specified completion times, specified requirements or other specifications; (ii) fail to replace or correct defective items in accordance herewith as Owner requires; (iii) fail to comply strictly with any provision of or repudiate or anticipatorily repudiate this Contract; (iv) become insolvent, file a petition for relief under any bankruptcy, insolvency or similar law, make an assignment for the benefit of its creditors, or take any action for (or in anticipation of) any of the foregoing; or (v) undergo a material change in control or ownership of its business.

(b) Upon cancellation pursuant to this Section, Contractor shall: (i) supply any component of the Services for which this Contract is not cancelled; (ii) be liable for additional costs, if any, for the purchase of similar services to cover such default; and (iii) transfer title and deliver to Owner any completed components, any partially completed components and all unique materials. Prices for partially completed components and unique materials shall be negotiated, but in no event shall they exceed the price set forth herein. Owner's rights and remedies as described herein are in addition to any other rights and remedies provided at law or in equity.

16. Confidentiality, Etc. Contractor agrees to keep confidential any and all non-public and proprietary information of and regarding Owner (*Confidential Information*) that it may receive or learn in connection with the provision of the Services, as well as the price paid by Owner for the Services. Confidential Information shall include, without limitation, samples, schematics, drawings, specifications, manuals, tenant lists, facility contents and requirements, and other technical, business, trade secret, proprietary and confidential information of Owner or any tenant of Owner, whether such Confidential Information is provided to Contractor or gleaned by Contractor during the term hereof or in connection with Contractor's performance hereunder. Contractor agrees further that should it be in breach of, or threaten to breach, this Section 16, Owner will suffer irreparable harm, for which monetary damages will not be a sufficient remedy, and as a result Owner shall be entitled to specific performance, injunction or other equitable relief, without proof of actual damages and without the posting of any bond.

17. Compliance with Law, Approvals and Permits, Safety. Contractor covenants and agrees that it shall not violate any law (including without

limitation the Occupational Safety and Health Act (*OSHA*) and any immigration and employment laws), rule, regulation, order or ordinance of the United States, or any state, county or municipal governmental agency or authority in providing the Services. All required permits are the responsibility of Owner, unless specifically called out in the approved estimate/scope of work as Pool Doctor responsibility. Contractor shall follow prudent safety practices, as applicable.

18. Insurance. Contractor shall obtain or shall cause its contractors to obtain and have in force during the provision of such Services insurance coverage in amounts no less than as follows: ~~commercial general liability insurance, at \$1,000,000 per occurrence/\$1,000,000 in the aggregate/\$1,000,000 products-completed operations aggregate, on an occurrence form and including contractual liability, automobile liability insurance at \$1,000,000 per occurrence; workers' compensation insurance & employer's liability insurance, with worker's compensation insurance at statutory amounts and employer's liability insurance at \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease each employee; umbrella liability coverage of \$1,000,000 per occurrence and aggregate; and where applicable, professional liability insurance in the amount of \$5,000,000.~~ All insurance shall be with such companies, and subject to such deductible amounts as shall be acceptable to Owner. Prior to supplying Services hereunder, Contractor shall furnish Owner with acceptable evidence of such insurance, including an endorsement in the form of ISO Form No. CG 20100704 naming, as additional insureds, \_\_\_\_\_. The Certificate shall contain a 30-day guaranteed cancellation clause.

19. Assignment, Waiver, Setoff. No right or obligation under this Contract may be assigned or delegated by Contractor without the prior written consent of Owner. If Owner shall fail to insist on performance of any term or condition or shall fail to exercise any right or privilege under this Contract, such failure shall not constitute a waiver of such term, condition, right or privilege. Owner may set off any amount owed by Owner against any amount owed by Contractor or any of its affiliates to Owner.

20. Entire Agreement, Severability, Survival. This Contract shall constitute the entire agreement between the parties as to the Services, and shall supersede all prior and contemporaneous agreements, purchase orders, quotations, proposals or otherwise, whether written or oral, of the parties with respect thereto. This Contract may only be amended or modified in a separate written document that is executed by both Contractor and Owner. Should any part of this Contract be found by a competent court to be unenforceable, the unenforceable portion shall be deemed removed and the remaining enforceable portions shall be given effect. Sections 8, 9, 12, 15, 16 and 19 hereof shall survive termination or expiration of this Contract.

21. Disputes, Governing Law, Jurisdiction, Venue. The presence of disputes between Owner and Contractor shall not relieve Contractor of its obligation to perform its work properly and expeditiously and comply with Owner's directives. This Contract shall be governed by and construed under the laws of Jefferson County, CO, excluding its conflicts of law rules. Any suit arising out of this Contract, at law or in equity, shall be exclusively brought in a state or federal court sitting in Jefferson County, CO, provided that such court has jurisdiction over the subject matter of the suit. Each party consents to personal jurisdiction in the above courts, and to any such court being the exclusive venue for any controversy arising out of this Contract and the Services.

BY INITIALING BELOW, OWNER AND CONTRACTOR AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE:

OWNER: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

**EXHIBIT B**

CONTRACTOR'S COMPLETED W-9

## EXHIBIT C

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this 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 \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. 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. limited 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.
5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.



**EXHIBIT C-1**

**CERTIFICATE(S) OF INSURANCE**

## 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, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

HS Holdings, Inc.

is a

Corporation

formed or registered on 12/21/2004 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 20041444749 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/11/2022 that have been posted, and by documents delivered to this office electronically through 08/12/2022 @ 16:25:24 .

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 08/12/2022 @ 16:25:24 in accordance with applicable law. This certificate is assigned Confirmation Number 14233520 .



*Jena Griswold*

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."*



## 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 - #5 (santoprene) Tube - each	59.98	119.96	
Wader:				
1.00	Hayward - CAT-PP2000 (standard commercial) Professional Package water chemistry	2,999.99	2,999.99	

### 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
-----------------------------------	------------	------



# POOL DOCTOR

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

www.copooldoctor.com

## QUOTE - do not pay

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	
	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.			
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 - #3 (santoprene) Tube - each	59.98	119.96	
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.				
TOTAL			\$7,569.87	

**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

Work Order No.1 to Independent Contractor Agreement for Pool Maintenance and Repair Services dated August 19, 2022 (the "**Agreement**"). The Parties agree that all terms and conditions of the Agreement shall apply to this Scope of Services set forth in the Work Order.

Contractor:  Date: 8/30/22

District Paulette Martin Date: August 19, 2022

**FIRST ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(BRANCH CIRCUIT CONDUCTORS RE-INSTALLATION)**

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This FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Addendum**”) is entered into as of the 15<sup>th</sup> day of August 2022, by and between the WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and COLORADO LIGHTING, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are collectively referred to herein as the “**Parties**.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Lighting Services)*, dated October 14, 2021 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth the services to be completed and the compensation schedule therefor; and

WHEREAS, the Parties desire the Contractor to perform additional services than originally contemplated in 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 is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDENDUM TO SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby supplement the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth herein as **Exhibit A-1**, attached hereto and incorporated herein by this reference.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this First Addendum 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 Addendum.

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

By: Paulette Martin  
Officer of the District

ATTEST:

Binko Hite

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

Chad W.  
General Counsel to the District

**CONTRACTOR:**

**COLORADO LIGHTING, INC.**, a  
Colorado corporation

Scot M Kelley  
By: Scot M Kelley  
Its: Director of Sales

## EXHIBIT A-1

### SCOPE OF SERVICES/COMPENSATION SCHEDULE



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% cancellation 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.





## WHEATLANDS METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** SOS Technologies  
**Title of Agreement/Contract:** Oxygen Inhalator Services and Equipment  
**Agreement/Contract Date:** August 15, 2022

This Contract ("Agreement") is made by and between Wheatlands Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (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; (b) within the time period specified in the Agreement; (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 statutes, ordinances and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. 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 herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. 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.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor's signature below. Contractor's violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 herein.

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 a worker without authorization 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 the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with a worker without authorization, 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 a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. 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 legal expenses and attorneys' fees, 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. 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. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. 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.

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

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

16. 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.

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.

<b>District:</b>	<b>Contractor:</b>
By: <u>Paulette Martin</u>	By: <u>J Jones</u>
Name: <u>Paulette Martin</u>	Name: <u>Jennifer Jones</u>
Title: <u>President</u>	Title: <u>offic mgr.</u>



Exhibit A  
Scope of Services/Compensation Schedule

Date \_\_\_\_\_

**SOS TECHNOLOGIES**

*Licensed by Oxygen Therapy Institute, Inc.*

**SERVICE AND EQUIPMENT AGREEMENT**

**SOS TECHNOLOGIES AGREES TO PROVIDE THE FOLLOWING FOR:  
WHEATLANDS METRO DISTRICT**

Make available an annual Emergency Response Training (ERT) class.  
Use of ONE ( 1 ) 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 :**

**SOS TECHNOLOGIES**

AUTHORIZED SOS TECHNOLOGIES REPRESENTATIVE

FOR SOS TECHNOLOGIES USE:

UNIT # \_\_\_\_\_

**AUTHORIZED SUBSCRIBER**

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_



# 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 _____			
<b>Total</b>			\$7,263.50

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Work Order No. 83 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: 8/19/22  
District: Paullette Martin Date: Aug 12, 2022

# 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 (entry way)			
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 Impatiens cylindrica installed	8	EA	292.80
Subtotal			999.30
Wheatlands (median strip)			
#5 Little Bunny grass installed	16	EA	1,130.40
#1 Impatiens cylindrica installed	10	EA	366.00
		<b>Total</b>	

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 #
7/19/2022	1561

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

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
<b>Subtotal</b>			<b>1,496.40</b>
Wheatlands/Ider (stop sign)			
#5 Miscanthus sinensis Yaku Jima installed	14	EA	989.10
#5 Schizachyrium scoparium installed	3		211.95
<b>Subtotal</b>			<b>1,201.05</b>
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
<b>Subtotal</b>			<b>617.55</b>
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
<b>Subtotal</b>			<b>1,181.40</b>
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
<b>Subtotal</b>			<b>6,787.50</b>
Ider/Wheatlands			
Echinacea purpurea #1 installed	12	EA	249.60
<b>Total</b>			

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 #
7/19/2022	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 Imperata 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	
<b>Total</b>				

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com



Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A  
Centennial, CO 80112

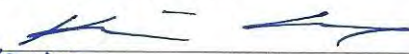
# Estimate

Date	Estimate #
7/19/2022	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
<p>Work Order No. 84 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.</p> <p>Contractor: </p> <p>Date: <u>8/31/22</u></p> <p>District: <u>Paullette Martin</u></p> <p>Date: <u>Aug 31, 2022</u></p>			
<b>Total</b>			<b>\$1,818.60</b> \$74,577.45

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

## WHEATLANDS METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Soccer Park, LLC d/b/a Urban Soccer Park  
**Title of Agreement/Contract:** Field Production Contract  
**Agreement/Contract Date:** August 8, 2022

This Contract ("Agreement") is made by and between Wheatlands Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (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; (b) within the time period specified in the Agreement; (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 statutes, ordinances and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. 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 herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. 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.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will 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. 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.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §§ 8-17.5-101, *et seq.*, C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor's signature below. Contractor's violation of the requirements of §§ 8-17.5-101, *et seq.*, C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization 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 herein.

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 a worker without authorization 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 the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with a worker without authorization, 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 a worker without authorization.

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 worker without authorization; 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 a worker without authorization.

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.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) 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 law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) 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, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. 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 Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. 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 legal expenses and attorneys' fees, 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. 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. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, 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. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. 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 obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. 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 §§ 24-10-101, *et seq.*, C.R.S.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. 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.

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



15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

16. 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.

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:**

By: Paulette Martin

Name: Paulette Martin

Title: President

**Contractor:**

By: [Signature]

Name: Josh Frazier

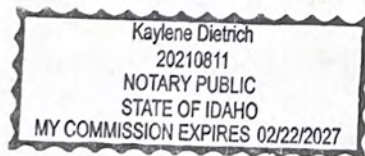
Title: Owner

STATE OF Idaho )  
 ) ss.  
COUNTY OF Ada )

The foregoing instrument was acknowledged before me this 9 day of August, 2022, by Josh Frazier, as the Owner of Soccer Park, LLC d/b/a Urban Soccer Park.

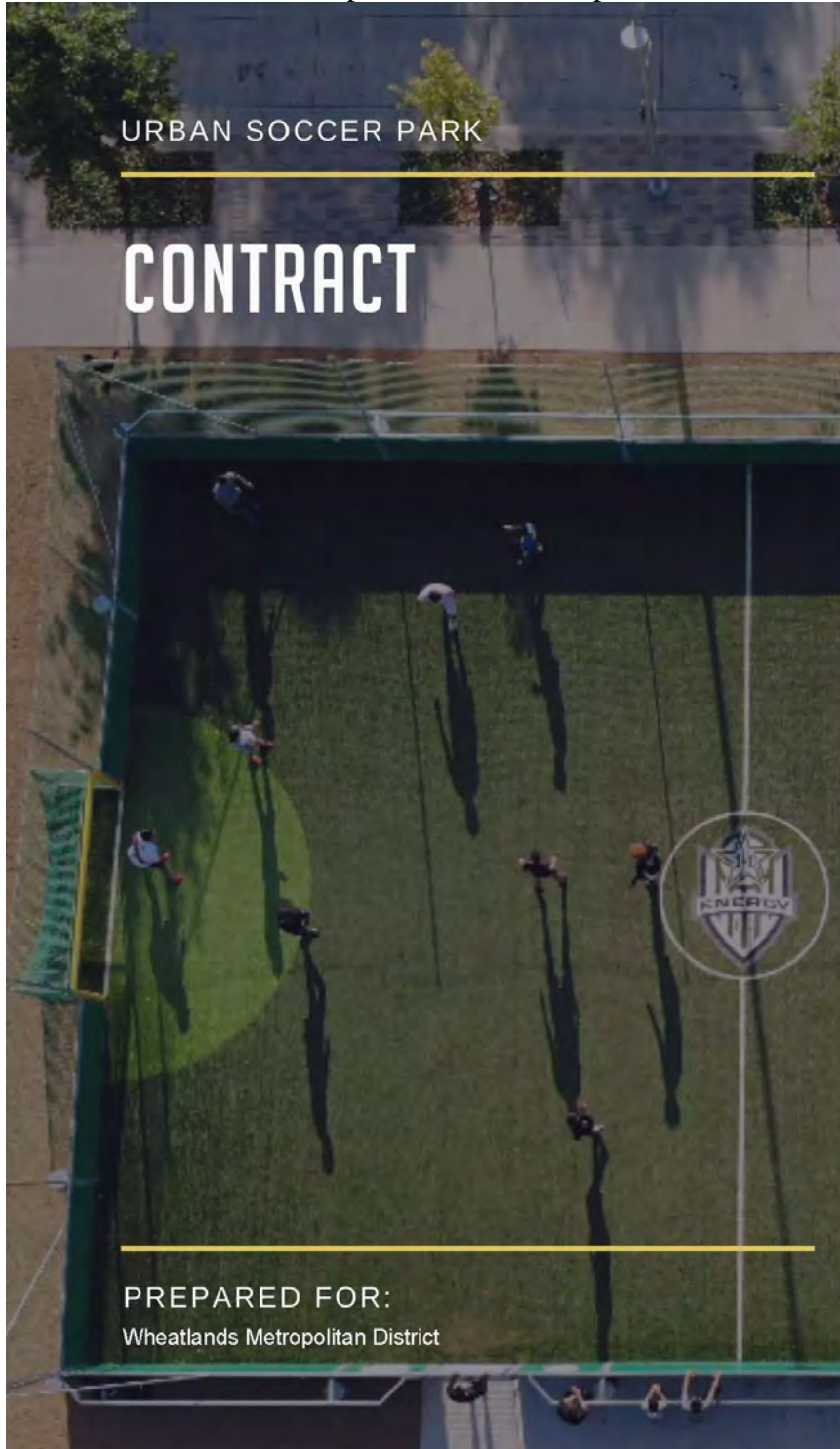
Witness my hand and official seal.

My commission expires: 02/22/2027



Kaylene Dietrich  
Notary Public

Exhibit A  
Scope of Services/Compensation Schedule





## CONTRACT

Based on the information you've provided and what we have discussed to date, we are excited to finalize the following contract for your project on your timeline. Below you will find product specifications, itemized pricing, payment terms, and production timeline.

We are excited about being a part of your project. We have worked hard to meet your budget requirements and are sure this install will be enjoyable and the first of many.

To proceed with your order, please indicate your acceptance of this agreement, the payment schedule, and the terms and conditions attached by signing below to execute this contract with Soccer Park, LLC.

**The USP Promise:** *A turnkey buying process and on-time installation, built in as little as a week & enjoyed for a lifetime. If our product or service does not exceed your expectations at installation, we will uninstall your field(s) and issue a full refund.*

Tight Lines,

Joshua Frazier  
Owner - Product Designer  
Soccer Park, LLC dba Urban Soccer Park



## FIELD SPECIFICATIONS & PRICING

ITEMS	PRICE	QTY	SUBTOTAL
<b>70' x 110' TURF FIELD</b>			
<b>Urban Soccer Field: 70' x 110'</b> 70' x 110' Urban Soccer Field with 90' x 130' total footprint <ul style="list-style-type: none"> <li>• 2: 10'w x 6.5'h x 40"d Pro Futsal Goals - Yellow</li> <li>• 1: Oxford-style Door</li> <li>• 32: Stanchions</li> <li>• 4: 18' Corner Posts w/ Planter Boxes</li> <li>• 33: Solid Wall Panels</li> <li>• Nylon Netting for Endline &amp; Sideline</li> </ul>	\$95,870.00	1	\$95,870.00
<b>Urban Soccer Park Turf: 70' x 110'</b> <ul style="list-style-type: none"> <li>• USP uses specially engineered, recyclable turf certified for small-sided soccer</li> <li>• Silica Sand and Safeshell infill</li> <li>• Channeled shock pad that ensures soft landings and drastically aids drainage.</li> </ul>	\$82,082.00	1	\$82,082.00
<input checked="" type="checkbox"/> <b>Street Soccer Sideline Goals</b> <ul style="list-style-type: none"> <li>• Side goals allow for field to be converted into two (2) 55' x 70' fields for youth training/development and additional games</li> </ul>	\$3,496.00	4	\$13,984.00
<input checked="" type="checkbox"/> <b>Triple Wire Mesh Wall Panels</b> <ul style="list-style-type: none"> <li>• Upgrade to steel triple wire mesh panels along 3 walls for increased strength, field visibility, and airflow</li> </ul>	\$103.00	25	\$2,575.00
<input checked="" type="checkbox"/> <b>LED Light Package: 70' x 110'</b> <ul style="list-style-type: none"> <li>• Premium LED Flood Light System</li> <li>• 4 Poles with 4x480w Light Package</li> <li>• 4 Poles with 4x240w Light Package</li> <li>• Dark Sky compliant to maximize field lighting with minimal light pollution</li> </ul>	\$24,000.00	1	\$24,000.00





<input checked="" type="checkbox"/> <b>Adjustable Soccer Tennis and Volleyball Net w/ Lines</b> <ul style="list-style-type: none"> <li>Add adjustable net stanchions for soccer tennis or volleyball</li> <li>The lines are included in the cost</li> </ul>	\$2,750.00	1	\$2,750.00
<input checked="" type="checkbox"/> <b>Three Row Bleacher + Bar Top - 10'</b> <ul style="list-style-type: none"> <li>10' Bleacher custom and integrated into system <ul style="list-style-type: none"> <li>Bar-Top</li> <li>Shade Awning</li> </ul> </li> </ul>	\$5,000.00	2	\$10,000.00
<input checked="" type="checkbox"/> <b>Single Player Bench + Bar Top - 10'</b> <ul style="list-style-type: none"> <li>10' Bench custom and integrated into system <ul style="list-style-type: none"> <li>Bar-Top</li> <li>Shade Awning</li> </ul> </li> </ul>	\$3,500.00	2	\$7,000.00
<input type="checkbox"/> <b>Center Turf Logo</b> <ul style="list-style-type: none"> <li>10' diameter center field logo</li> <li>Delivered and Installed</li> </ul>	\$4,426.00	1	\$4,426.00
<b>\$238,261.00</b>			
<b>30' x 50' FUTSAL COURT</b>			
<b>Urban Soccer Futsal Court: 30' x 50'</b> 30' x 50' Urban Soccer Field with 50' x 70' total footprint <ul style="list-style-type: none"> <li>2: 6'w x 4'h Street Soccer Goals - Yellow</li> <li>1: Oxford-style Door</li> <li>12: Stanchions</li> <li>4: 12' Corner Posts w/ Planter Boxes</li> <li>13: Solid Wall Panels</li> <li>16: 10 ft' sections of Nylon Netting for Endline &amp; Sideline</li> </ul>	\$46,058.00	1	\$46,058.00
<b>Urban Soccer Park Futsal Flooring: 30' x 50'</b>	\$12,000.00	1	\$12,000.00
<input checked="" type="checkbox"/> <b>Triple Wire Mesh Panels</b> <ul style="list-style-type: none"> <li>Upgrade to steel triple wire mesh panels along 3 walls for increased strength, field visibility, and airflow</li> </ul>	\$103.00	11	\$1,133.00



<input checked="" type="checkbox"/> <b>Adjustable Pickleball Stanchion w/ Lines &amp; Net</b>	\$2,750.00	1	\$2,750.00
<ul style="list-style-type: none"> <li>Add adjustable net stanchions for pickleball or volleyball</li> <li>Lines are included in the cost</li> </ul>			
<input checked="" type="checkbox"/> <b>LED Light Package: 30' x 50'</b>	\$9,000.00	1	\$9,000.00
<ul style="list-style-type: none"> <li>Premium LED Flood Light System</li> <li>4 Poles with 4x240w Light Package</li> <li>Dark Sky compliant to maximize field lighting with minimal light pollution</li> <li>No foundations necessary</li> </ul>			
			<b>\$70,941.00</b>
<b>FIELD ENHANCEMENTS</b>			
<input type="checkbox"/> <b>Trash Cans</b>	\$414.00	1	\$414.00
<ul style="list-style-type: none"> <li>Integrated into the field design</li> <li>Trash cans shaped like the UEFA Champions League trophy add an easter egg and help keep your field area free from trash</li> </ul>			
<input type="checkbox"/> <b>Storage Boxes</b>	\$414.00	1	\$414.00
<ul style="list-style-type: none"> <li>Integrated into the field design as functional counterweights</li> <li>Lockable storage boxes for storing equipment such as balls, pennies, and more for easy access at the field</li> </ul>			
<input type="checkbox"/> <b>Logo on Panel - per panel</b>	\$225.00	1	\$225.00
<ul style="list-style-type: none"> <li>Logo put onto <b>one side</b> of a panel</li> <li>Fantastic branding &amp; sponsorship opportunity</li> <li>Done prior to installation</li> <li>Requires high-res logo sent ahead of time</li> </ul>			
			<b>\$0.00</b>

Subtotal **\$309,202.00****Total** **\$309,202.00**



## FIELD PRODUCTION & PAYMENT SCHEDULE

Percentage Due	Due Date	Payment Amount
<b>50% Payment</b> <ul style="list-style-type: none"> <li>Field design finalized</li> <li>Production begins</li> </ul>	<b>August 1, 2022</b>	<b>\$154,601.00</b>
<b>25% Payment</b> <ul style="list-style-type: none"> <li>Field production 75% complete</li> </ul>	<b>September 15, 2022</b>	<b>\$77,300.50</b>
<b>25% Payment</b> <ul style="list-style-type: none"> <li>Field production substantially complete</li> <li>Packing of fields for shipment &amp; installation begins</li> </ul>	<b>October 15, 2022</b>	<b>\$77,300.50</b>
<b>Subtotal</b>		<b>\$309,202.00</b>
<b>Total</b>		<b>\$309,202.00</b>

### CHECK INSTRUCTIONS - BUSINESS ADDRESS

Soccer Park, LLC dba Urban Soccer Park  
 6663 S. Eisenman Road  
 Suite 130  
 Boise, Idaho 83716

\*\*Please, email an image of **Check to Accounting@UrbanSoccerPark.com**, when the contract is signed, otherwise, the Production, Delivery, or Installation date could be delayed or lost. Thank you, and we look forward to installing your project.





## TERMS & CONDITIONS OF FIELD SALE CONTRACT

1. Goods, Equipment, and Services ("Goods") sold by Soccer Park, LLC or its affiliates ("Seller" or "Manufacturer") are made solely on the terms and conditions hereof. No representations or warranties other than those contained herein shall be binding upon Seller unless in writing and signed by an officer of Seller. Goods sold hereunder are custom manufactured and are exclusively described in this quotation.

2. The following are expressly EXCLUDED from this sale a) site preparation to the specifications required by Seller, in its sole and absolute discretion, to properly install the turf, board system, and any other optional components selected by Buyer, and b) utility connections including but not limited to power, water, and sewer. Seller shall not be responsible for taxes, permits, or any 3rd party fees including but not limited to those charged by architects, mechanical engineers, electrical engineers, or other professionals that may be required. Seller shall be responsible ONLY for supplying the agreed to parts and materials as specified in this quotation. It is recommended that the Buyer consults with an architect and the local municipality for project requirements PRIOR to executing this agreement.

3. All quotations or proposals for the sale of Goods ("quotation"), unless otherwise specified, are good for thirty (30) days and are subject to acceptance by Buyer ("Buyer") within thirty (30) days from the date of quotation. Upon execution, pricing in this agreement is guaranteed for 12 months from date of signed contract. In the event the balance of this contract is not paid in full, Seller has the right to adjust pricing to match the rate of inflation from the previous 12 months. In the event a second 12 months pass, and the balance of this contract has not been paid in full, Seller retains the right to adjust pricing to match the rate of inflation from the previous 12 months. After 24 months without the balance of this contract being paid in full, the Seller has the right to adjust pricing to match the sellers current price list or cancel the contract with a 25% restocking fee.

4. Terms of payment are shown in the Seller's quotation. All past due accounts will be subject to a service charge of one and one-half percent (1-1/2%) per month (or, if less, the maximum rate permitted by applicable law.) Acceptance by Seller of Buyer's partial payments shall not constitute a release of Buyer from any balance due claimed by Seller. Buyer shall pay all Seller's attorney fees and collection expenses in the event Buyer is in breach of any other provision of these Terms and Conditions of Sale, including but not limited to the terms of payment. Seller shall have an ongoing security interest in the Goods until payment is made in full and Buyer agrees to execute any forms requested by Seller to reflect this security interest. In addition to all other remedies, the Seller may reclaim and repossess the Goods. Seller does not waive its right to file a mechanics lien or bond claim under applicable state law. Buyer irrevocably appoints Seller as its Power of Attorney to effectuate Seller's security interest in the goods.

5. Production Schedule: Unless otherwise expressly agreed to in writing, Seller shall achieve substantial completion of the Work to produce the product pursuant to the schedule below. Buyer acknowledges that any delays in receipt by Seller of payments in accordance with the schedule above may result in a commensurate delay to the Production Schedule.

- August 1, 2022: Field production commences
- September 15, 2022: Field production 75% complete



- October 15, 2022: Field production substantially complete. Packing of fields for shipment and installation begins.

6. Completion dates or times which may be specified or estimated herein are not guaranteed. Seller shall not be responsible for any delay or failure to meet a completion date caused by circumstances beyond the reasonable control of Seller or others, including but not limited to, acts of God, riots, strikes, accidents, delayed 3rd party transportation, government regulations, or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, civil strife, embargoes, or shortages of fuel, power, labor or equipment. Buyer agrees to pay for the Goods as outlined herein regardless of whether or not Buyer is able to receive the Goods or provide suitable storage space for any delivery. If stored by Seller, Buyer agrees to pay all storage charges to Seller in addition to any other required payments.

7. Buyer is responsible for all value-added tax, and sales and use taxes, if any, related to the Goods. Any taxes (except Seller's income tax) are the obligation of the Buyer, and Buyer agrees to indemnify and hold Seller harmless therefrom, including all expenses and attorney fees incurred by Seller related hereto.

8. Buyer's orders accepted by Seller shall not be canceled or placed on hold by the Buyer unless Seller consents in writing. In the event of cancellation, Buyer shall promptly pay to Seller as fixed, agreed, and liquidated damages, and not as a penalty, a sum equal to 90% of the total amount of all payments set forth in the quotation. In the event, Buyer places its order on hold and Seller consents, Seller shall invoice Buyer for the portion of the work completed, including but not limited to, Seller's direct and indirect costs (storage, opportunity, and all other costs) as solely determined by Seller, and Buyer shall pay said invoice as provided for in these Terms and Conditions of Sale.

9. All Services provided by the Seller, if any, are set forth by this quotation. Buyer agrees to take delivery of Goods within ninety (90) days of final payment date as set forth in the Field Payment Schedule contained in this agreement. Buyer's inability to take delivery in this timeframe may result in additional fees as set forth in items 8A and 8B below:

9A. Buyer may be charged a storage fee equal to or greater than \$1,00 per month per field to be accrued every 30 days Seller continues to store the Goods.

9B. Buyer may be charged a fee for rental of a storage container equal to or greater than \$1,00 per month per field, up to the current price of a New Trip Container, to be accrued every 30 days Seller continues to store the Goods. In the event Seller has paid rental fees equal to or exceeding the cost of a New Trip Container, ownership of the storage container will transfer to the Buyer at the time installation is complete.

10. It is Buyer's responsibility to ensure all site preparation has been completed in advance of the installation date. In the event Seller's installation technicians arrive on-site and the site is not prepared to Seller's specifications, installation shall be rescheduled to a later date, according to Seller's future availability.

11. Seller extends to Buyer the warranties received by Seller from the original manufacturers and suppliers of the components of the Goods sold to Buyer. All other components of the Field System and Lights manufactured by Seller shall be free from defects in material or workmanship for four (4) years from the date of Seller's shipment of tender of shipment; thereafter, the warranty is prorated. Years 5-6 - 50%, Years 7-10 - 25% & 10+ years - 10%, of replacement cost, installation cost & deliver. Seller extends to Buyer for Containment Netting a warranty of one(1) year. Seller extends to Buyer for Modified Shipping Container a warranty of one (1) year. Seller extends to Buyer for



Artificial Turf or Futsal Flooring a warranty of eight(8) years or 10,000 hours of use, whichever comes first. If Buyer notifies Seller within the warranty period of a defect, Seller, at its option, will repair or replace the defect. This limited warranty extends only to the original Buyer from the Seller. Any damage from improper handling, storage, abuse, misuse, or alteration of the Goods, or use for any sport other than soccer/futsal, in any manner voids Seller's warranty obligation. THIS LIMITED WARRANTY CONSTITUTES THE BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL THE SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Labor or service costs, the physical or chemical effect on the Goods from improper storage, weather, foreign substances, mold, mildew, or chemicals in the air, water, or steam, including costs for removing or installing parts, and any shipping charges, are expressly excluded from this limited warranty. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the terms of this limited warranty or to state that the performance of the Goods is other than that published by Seller. Failure by Buyer to pay Seller's invoices in accordance with the Terms and Conditions of Sale voids all warranties provided for herein. Any lawsuit or claim other than a warranty claim shall be brought within one (1) year from the tender of shipment.

12. Under no circumstances shall the Seller be responsible for the condition of the subsoil at the installation site as it pertains to costs of excavation, or as it pertains to the ability to hold the load of Seller's product. Likewise, where anchorage is attached to existing concrete/asphalt work, the Buyer will be responsible for the quality and holding power of the concrete/asphalt. The Seller will provide technical assistance and advice to the Buyer, but will not be responsible for Buyer's site, subsoil conditions, or anchorage system. Seller is not responsible for permits or licenses, nor for State, Federal, County, City, or other local codes, zoning, and/or regulations and compliance-related thereto.

12A. Buyer acknowledges that if site preparation is not completed, upon the delivery of the field(s), to the exact specification supplied by the Seller, and the Seller is unable to complete delivery, Buyer can be charged an additional full-priced trucking fee to deliver at a later date. Site preparation assessment is by Seller's installation project/team/manager, in their sole and absolute discretion. Any change in delivery date may result in storage fees and rental fees for storage container (see items 8A and 8B above) and/or a \$1,000 a day charge per driver, to be accrued every day the project remains delayed, if the Seller's driver(s) waits locally, for site preparation to be completed to specifications. The Buyer understands this will result in a rebooking of associated delivery previously set forth by the Seller, according to Seller's future availability.

13. Goods may not be returned except by the written permission of an authorized Corporate Officer of Seller. Goods returned without prior authorization shall be at Buyer's risk and expense with no obligation by Seller. Seller is not responsible for rework, repairs, or modifications of the Goods without advance written agreement.

14. Seller will not be responsible for nor accept any costs incurred through field service, rework, repair, and/or modification or alteration of its Goods without prior written authorization by Seller. Seller's warranty in paragraph 9 hereof is conditioned and contingent on Buyer's adoption of a written maintenance and service plan. In the event, the Goods or their components are disassembled and stored on a seasonal





basis, said disassembly and storage shall be in accordance with the Original Manufacturer's warranty and Installation, Operations, and Maintenance Instructions. Responsibility for the Goods after disassembly and during storage is solely that of the Buyer.

15. If any Goods shall be manufactured or sold by Seller to meet Buyer's specifications or requirements and are not a part of Seller's standard product offering, Buyer agrees to indemnify and save harmless Seller from any and all damages, and for claims and demands for actual or alleged infringement of any United States or foreign patents because of such Goods.

16. Buyer shall indemnify and hold Seller harmless of any and all claims arising out of the use of Seller's product.

17. Buyer acknowledges that any product modifications or customization requested after field production begins causes the production period to reset. The Buyer understands this may result in a change of associated completion and/or delivery dates previously set forth by the Seller.

18. Buyer acknowledges that any requested change in delivery dates made after trucking is booked may result in additional fees, up to the cost of another full-priced trucking fee.

19. Any controversy or claim arising out of or relating to payment, Buyer and Seller's Contract, including these Terms and Conditions of Field Sale, or any other matter, shall be settled exclusively in Ada County Idaho Circuit Court, or at Seller's option, by arbitration administered by the American Arbitration Association (AAA) under its Construction Industry Arbitration Rules in Ada County, Idaho, and Buyer hereby waives any appeal from the arbitration award and consents to the confirmation and entry of judgment thereon with or without notice in any court having jurisdiction over either Buyer or Seller. Buyer and Seller agree to use the Fast Track Procedures provided for by AAA Rules and Procedures and to be governed by the laws of the State of Idaho.

**Wheatlands Metropolitan District  
Statement of Net Position**

July 31, 2022						
	Debt	Special	Special	Special	Fixed Assets	
	Service	Revenue ARI	Revenue	Revenue		
	Fund	Fund	Operations	Park	& LTD	
General Fund	Fund	Fund	Fund	Fund		TOTAL
<b>ASSETS</b>						
<b>CASH</b>						
CSAFE	4,897,295	-	-	-	-	4,897,295
Wells Fargo	77,196	-	-	-	-	77,196
Wells Fargo-Merchant Software	3,000	-	-	-	-	3,000
CSB&T - Series 2015 Bond Fund	-	727,293	-	-	-	727,293
Pooled Cash Allocation	(1,038,856)	528,388	18,382	355,198	136,888	-
<b>TOTAL CASH</b>	<b>3,938,635</b>	<b>1,255,681</b>	<b>18,382</b>	<b>355,198</b>	<b>136,888</b>	<b>5,704,785</b>
<b>OTHER CURRENT ASSETS</b>						
Due from County Treasurer	-	-	-	-	-	-
Accounts Receivable	-	-	-	10,547	26,893	37,440
Accounts Receivable - Builder	-	-	-	-	-	-
Accounts Receivable - Other	29,591	-	-	-	-	29,591
Property Taxes Receivable	7,736	5,866	235	-	-	13,836
Prepaid Expenses	-	-	-	-	-	-
<b>TOTAL OTHER CURRENT ASSETS</b>	<b>37,327</b>	<b>5,866</b>	<b>235</b>	<b>10,547</b>	<b>26,893</b>	<b>80,867</b>
<b>FIXED &amp; OTHER NON-CURRENT ASSETS</b>						
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
<b>TOTAL FIXED ASSETS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,567,114</b>	<b>4,567,114</b>
<b>TOTAL ASSETS</b>	<b>3,975,962</b>	<b>1,261,548</b>	<b>18,616</b>	<b>365,745</b>	<b>4,567,114</b>	<b>10,352,766</b>
<b>LIABILITIES &amp; DEFERED INFLOWS</b>						
<b>CURRENT LIABILITIES</b>						
Accounts Payable	501,627	-	-	-	-	501,627
Wells Fargo Credit Card	3,474	-	-	-	-	3,474
WPRA Fee Payable	-	-	-	-	-	-
Retainage Payable	-	-	-	-	36,228	36,228
Accrued Expenses	-	18,382	-	-	-	18,382
Director's Fees Payable	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	-
Century Communities Deposit	-	-	-	-	-	-
Prepaid Fees	-	-	-	12,246	27,553	39,799
<b>TOTAL CURRENT LIABILITIES</b>	<b>505,101</b>	<b>-</b>	<b>18,382</b>	<b>12,246</b>	<b>63,781</b>	<b>599,510</b>
<b>DEFERRED INFLOWS</b>						
Deferred Property Taxes	7,736	5,866	235	-	-	13,836
<b>TOTAL DEFERRED INFLOWS</b>	<b>7,736</b>	<b>5,866</b>	<b>235</b>	<b>-</b>	<b>-</b>	<b>13,836</b>
<b>LONG-TERM LIABILITIES</b>						
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
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>23,499,259</b>	<b>23,499,259</b>
<b>TOTAL LIAB &amp; DEF INFLOWS</b>	<b>512,837</b>	<b>5,866</b>	<b>18,616</b>	<b>12,246</b>	<b>63,781</b>	<b>24,112,605</b>
<b>NET POSITION</b>						
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	-	1,255,681	-	-	-	1,255,681
Restricted For Emergencies	123,600	-	-	8,700	21,661	153,961
Restricted For ARI	-	-	-	-	-	-
Assigned for Capital Replacements	2,148,251	-	-	-	-	2,148,251
Assigned for 2019 Budget Deficit	-	-	-	-	-	-
Unassigned	1,191,274	-	-	344,799	78,339	1,614,412
<b>TOTAL NET POSITION</b>	<b>3,463,125</b>	<b>1,255,681</b>	<b>-</b>	<b>353,499</b>	<b>100,000</b>	<b>(13,759,839)</b>
	=	=	=	=	=	=

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

Modified Accrual Basis

Print Date: 8/31/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 07/31/22 Actual	YTD Thru 07/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
PROPERTY TAXES									
Assessed Valuation	44,752,801	47,276,236	47,276,236	47,276,236				45,956,915	Aug. 22 Prelim
Mill Levy									
General Fund	36.617	36.602	36.602	36.602				36.520	Adjusted to Maintain Prior Year Total levy
Debt Service Fund	27.740	27.755	27.755	27.755				27.834	25 Mills Gallagherized
SARIA Fund	1.110	1.110	1.110	1.110				1.113	1 Mill Gallagherized
Total mill levy	65.467	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				1,678,347	AV * Mill Levy / 1,000- Capped at \$2M
Debt Service Fund	1,241,443	1,312,152	1,312,152	1,312,152				1,279,165	AV * Mill Levy / 1,000
SARIA Fund	49,676	52,477	52,477	52,477				51,150	AV * Mill Levy / 1,000
	2,929,832	3,095,033	3,095,033	3,095,033				3,008,661	
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				1,678,347	
Debt Service Fund	1,241,443	1,312,152	1,312,152	1,312,152				1,279,165	
SARIA Fund	49,676	52,477	52,477	52,477				51,150	
	2,929,832	3,095,033		3,095,033				3,008,661.35	
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				1,053	
New - Richmond	-	-	-	-				-	
New - Elacora	-	-	-	-				-	
New - Lokal (31 bldgs./93 units planned)	-	-	-	-				-	
Other	-	-	-	-				-	
End of Period	1,053	1,053		1,053				1,053	
Apartments									
Beginning of Period	338	338	338	338				338	
Additions	-	-	-	-				-	
Other	-	-	-	-				-	
End of Period	338	338		338				338	
Sales									
First time sales	-	-	-	-				-	
Re-sale	60	60	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: 8/31/2022

GENERAL FUND

REVENUE

Property taxes	1,638,713	1,730,405	1,730,405	1,730,405	1,722,669	1,730,405	(7,736)	1,678,347	Adjusted to Maintain Prior Year Total levy
Abatements	-	-	-	-	-	-	-	-	
Specific ownership taxes	114,887	121,128	121,128	108,150	54,185	60,564	(6,379)	104,897	Assumes 6.25% of property tax
Interest income	2,155	3,000	3,000	32,000	17,339	1,750	15,589	3,000	
Other income	3,101	-	-	1,804	1,804	-	1,804	-	

TOTAL REVENUE

EXPENDITURES

Accounting - contract	61,755	66,400	66,400	68,200	38,016	38,733	717	74,100	
Accounting - special projects	3,017	6,400	6,400	12,000	7,088	3,733	(3,354)	12,000	Out of scope of engagement; excess meeting time
Audit	5,000	5,800	5,800	5,000	5,000	5,800	800	5,800	
County treasurer's fees	24,594	25,956	25,956	25,956	25,843	25,957	114	25,175	1.5% of property taxes
Director's fees	6,577	12,000	12,000	12,000	-	-	-	12,000	
Director expenses and equipment	25	2,500	2,500	2,500	1,244	1,458	214	2,500	2 iPad @\$720; Meeting expenses
Election	109	2,500	35,000	32,000	31,670	2,500	(29,170)	35,000	Anticipate 2023 Election commencing general liability
Insurance & bonds	3,836	4,100	4,100	5,659	5,659	4,100	(1,559)	6,500	
Legal - contract	62,471	67,900	67,900	67,900	37,688	39,608	1,921	73,300	
Legal - special projects	124	5,000	5,000	5,000	-	2,917	2,917	5,000	Out of scope of engagement
Bank Charges	-	-	-	700	366	-	(366)	500	allocate to operations and park fund
Miscellaneous	2,000	4,000	4,000	4,000	-	2,333	2,333	-	
Contingency	-	30,000	50,000	30,000	-	-	-	30,000	For unforeseen expenditures / election
Website	540	1,000	1,000	1,000	200	500	300	1,000	Maintenance

TOTAL EXPENDITURES

Excess Revenue Over Expenditures

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)	(3,846,281)	(1,414,878)	(1,607,615)	192,738	(1,222,804)	

Total Other Sources / (Uses)

CHANGE IN FUND BALANCE

BEGINNING FUND BALANCE

ENDING FUND BALANCE

COMPONENTS OF FUND BALANCE

Nonspendable	450	-	-	-	-	-	-	-	
Restricted - TABOR emergency reserve	52,800	70,100	85,800	123,600	123,600	70,100	53,500	84,900	
Assigned - Capital Improv/Replacement	1,050,000	1,075,000	50,000	140,000	2,148,251	1,075,000	1,073,251	-	Pool replacement & other
Assigned - Next Years Budget Deficit	531,800	-	-	-	-	-	-	-	Assume 2023 breakeven budget
Restricted - Debt Covenants	-	-	-	-	-	-	-	-	
Unassigned	1,599,729	785,295	764,238	725,341	1,191,274	2,030,084	(838,810)	1,184,605	2,303,118
TOTAL ENDING FUND BALANCE	3,234,779	1,930,395	900,038	988,941	3,463,125	3,175,184	287,941	1,269,505	

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

Modified Accrual Basis

Print Date: 8/31/2022

DEBT SERVICE FUND

REVENUE

Property taxes	1,241,443	1,312,152	1,312,152	1,312,152	1,306,286	1,312,152	(5,866)	1,279,165
Abatements	-	-	-	-	-	-	-	-
Specific ownership taxes	87,035	78,729	78,729	85,290	41,088	39,365	1,723	76,750
Interest income	896	600	600	2,400	1,700	268	1,431	600

TOTAL REVENUE

1,329,374	1,391,481	1,391,481	1,399,842	1,349,073	1,351,785	(2,711)	1,356,515
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EXPENDITURES

Accounting - Special Projects	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Treasurer's fees	18,632	19,682	19,682	19,682	19,597	19,681	84	19,187
Bond interest - Series 2015	984,581	968,981	968,981	968,981	484,491	484,491	-	951,581
Bond principal - Series 2015	390,000	435,000	435,000	435,000	-	-	-	450,000
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	-	-	-	1,200
Contingency	-	5,000	5,000	-	-	-	-	5,000

TOTAL EXPENDITURES

1,394,213	1,429,864	1,429,864	1,424,864	504,087	504,172	84	1,426,969
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Excess Revenue Over Expenditures

(64,839)	(38,382)	(38,382)	(25,022)	844,986	847,613	(2,627)	(70,454)
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OTHER SOURCES / (USES)

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

Total Other Sources / (Uses)

-	-	-	-	-	-	-	-
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CHANGE IN FUND BALANCE

(64,839)	(38,382)	(38,382)	(25,022)	844,986	847,613	(2,627)	(70,454)
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BEGINNING FUND BALANCE

475,535	410,725	410,725	410,695	410,695	410,725	(30)	385,674
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ENDING FUND BALANCE

410,695	372,343	372,343	385,674	1,255,681	1,258,338	(2,657)	315,220
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Budget Notes/Assumptions							
25 Mills Gallagherized							
Assumes 7% of property tax							
1.5% of Property Tax Collections							
Per amortization schedule							
Per amortization schedule							
Series 2015 bonds							

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

Modified Accrual Basis

Print Date: 8/31/2022

SARIA FUND

REVENUE

Property taxes	49,676	52,477	52,477	52,477	52,242	52,477	(235)	51,150	1 Mill Gallagherized
Abatements	-	-	-	-	-	-	-	-	
Specific Ownership Tax	-	-	-	-	-	-	-	-	allocate to general & debt service funds
Interest income	-	-	-	-	-	-	-	-	allocate to general & debt service funds
Other income	-	2,500	2,500	-	-	-	-	2,500	Equal to Contingency

TOTAL REVENUE

49,676	54,977	54,977	52,477	52,242	52,477	(235)	53,650
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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	51,458	51,689	231	50,383	
Treasurer's fee	746	787	787	787	784	787	3	767	1.5% of Property Tax Collections
Contingency	-	2,500	2,500	-	-	-	-	2,500	To Avoid Budget Overage, offset by Other Revenue

TOTAL EXPENDITURES

49,676	54,977	54,977	52,477	52,242	52,477	235	53,650
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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: 8/31/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 07/31/22 Actual	YTD Thru 07/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
OPERATIONS FUND									
REVENUE									
Operations Fees - Houses	252,880	252,720	252,720	252,720	147,880	147,420	460	315,900	\$20 Per Month - propose increase to \$25/Mo?
Warning letter fees	-	-	-	-	-	-	-	-	
Working capital fees	4,200	3,000	3,000	3,000	2,050	1,950	100	3,000	\$50 per residential sale
Late charges and collection fees	6,770	14,000	26,300	7,000	3,429	8,167	(4,737)	7,000	
Legal - collections	4,878	9,300	9,300	5,250	813	5,425	(4,612)	3,500	Assumes 75% of legal collection expense
Design review	-	-	-	-	-	-	-	-	
Violations / Fines	3,475	1,200	1,200	1,200	2,500	700	1,800	1,200	
Interest income	-	-	-	-	-	-	-	-	
Other income	-	-	-	-	-	-	-	-	
TOTAL REVENUE	272,203	280,220	292,520	269,170	156,672	163,662	(6,989)	330,600	
EXPENDITURES									
Accounting - Contract - O&M	3,813	4,100	4,100	4,100	2,376	2,392	16	4,600	
Accounting - Spec Projects - O&M	189	400	400	800	438	300	(138)	800	
Design review	-	-	-	-	-	-	-	-	Architect fees @ \$50 / submittal.
Covenant Compliance	42,959	44,500	44,500	44,500	21,952	25,958	4,006	48,000	AMI
Facilities Management - Contract	18,462	23,000	23,000	23,000	12,923	12,923	0	24,000	20/65 of YMCA contract
Facilities Management - Spec Projects	-	-	-	-	-	-	-	-	
Billing Service - Late Charges & Collections	1,125	14,000	26,300	2,500	622	8,167	7,545	2,500	
Billing Service - Base Rate	11,682	12,300	12,300	12,300	6,810	7,175	365	12,900	Amcobi
Legal - Contract	12,494	12,800	12,800	12,800	7,922	7,467	(455)	13,400	
Legal - spec projects	1,076	2,400	2,400	2,400	1,157	1,400	243	2,600	Work out of scope.
Legal - collections	7,512	12,400	12,400	7,000	349	7,233	6,885	12,400	
Bank Charges	1,048	1,200	1,200	1,200	629	700	71	1,200	
Trash removal - Residential	150,322	165,300	165,300	165,300	88,170	96,425	8,255	166,900	per contract, 3% annual increase (built in extra .5% for admin fees)
Contingency	-	14,700	14,700	13,800	-	-	-	14,500	5% of other expenses
TOTAL EXPENDITURES	250,681	307,100	319,400	289,700	143,347	170,140	26,792	303,800	
Excess Revenue Over Expenditures	21,523	(26,880)	(26,880)	(20,530)	13,325	(6,478)	19,803	26,800	
OTHER SOURCES / (USES)									
Transfers (To)/From other Funds	-	-	-	-	-	-	-	-	
Total Other Sources / (Uses)	-	-	-	-	-	-	-	-	
CHANGE IN FUND BALANCE	21,523	(26,880)	(26,880)	(20,530)	13,325	(6,478)	19,803	26,800	
BEGINNING FUND BALANCE	318,651	322,125	322,125	340,174	340,174	322,125	18,049	319,644	
ENDING FUND BALANCE	340,174	295,245	295,245	319,644	353,499	315,647	37,852	346,444	
COMPONENTS OF FUND BALANCE									
Nonspendable	-	-	-	-	-	-	-	-	
Restricted - TABOR emergency reserve	8,200	9,213	9,582	8,700	8,700			10,000	
Assigned - Future Operations	331,974	286,032	285,663	310,944	344,799			336,444	
TOTAL ENDING FUND BALANCE	340,174	295,245	295,245	319,644	353,499			346,444	
	=	=	=	=	=			=	

No assurance is provided on these financial statements;  
substantially all disclosures required by GAAP omitted.

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

Modified Accrual Basis

Print Date: 8/31/2022

	2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 07/31/22 Actual	YTD Thru 07/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
<b>PARK FUND</b>									
<b>REVENUE</b>									
Working capital fees	8,400	6,000	6,000	6,000	4,100	3,900	200	6,000	\$100 per residential sale
Clubhouse rental fees	3,303	12,000	25,315	33,000	23,615	8,446	15,169	21,000	assumes resumption of normal activity
Late charges and collection fees	15,234	3,000	3,000	10,000	7,716	1,750	5,966	5,600	
Legal - collection fees	10,976	20,775	20,775	5,000	1,830	12,119	(10,289)	3,750	Assumes 75% of legal collection expense
Park fees - Builders - Lots	360	-	-	-	-	-	-	-	
Park fees - Residential Units	568,479	568,620	568,620	568,620	331,845	331,695	150	694,980	\$45 Per Month - Propose Increase to \$55
Park fees - Apartment Units	81,120	81,120	81,120	81,120	47,320	47,320	-	121,680	\$20 Per Month - to \$30
Grant	-	-	-	-	-	-	-	-	
Interest income	-	-	-	-	-	-	-	-	
Other income	5,027	3,000	3,000	18,300	6,127	-	6,127	3,000	snack shack sales; swim team revenue?
<b>TOTAL REVENUE</b>	<b>692,898</b>	<b>694,515</b>	<b>707,830</b>	<b>722,040</b>	<b>422,552</b>	<b>405,230</b>	<b>17,323</b>	<b>856,010</b>	
<b>EXPENDITURES</b>									
Accounting - Contract	11,474	12,500	12,500	12,500	7,128	7,292	164	13,900	
Accounting - Special Projects	566	1,200	1,200	2,500	1,313	900	(413)	2,800	
Facilities Management - Contract	41,558	51,700	51,700	51,700	29,077	29,077	(0)	54,000	45/65 of YMCA contract
Facilities Management - Spec Projects	-	15,000	15,000	15,000	-	8,750	8,750	15,000	reserve study
Billing Service - Late Charges & Collections	2,530	3,000	3,000	3,000	1,398	1,750	352	5,600	
Billing Service - Base Rate	26,286	27,700	27,700	27,700	15,324	16,158	835	29,100	AmCoBi
Community Activities / Christmas Lights	21,826	24,400	24,400	24,400	10,322	7,965	(2,357)	22,900	
Insurance	28,773	33,100	33,100	33,187	33,187	33,100	(87)	38,200	Property and allocated liability
Legal - Contract	12,494	12,800	12,800	12,800	8,403	7,467	(936)	12,800	
Legal - Special Projects	9,984	2,400	2,400	10,000	9,692	1,400	(8,292)	12,000	
Legal - Collections	16,902	27,700	27,700	5,000	737	16,158	15,421	5,000	Based on switching law firms and less collection activity
Bank Charges	2,265	2,400	2,400	2,400	1,197	1,400	203	2,500	
Proposed Facility & Project Planning	1,002	-	-	-	-	-	-	-	
Park - Project Costs	88,081	1,515,000	2,154,230	2,154,230	760,352	757,500	(2,852)	-	Anticipated completion in 2022
Sport Field Improvements			450,000	450,000	-	-	-		Anticipated completion in 2022
Irrigation Repairs & Improvements	39,984	43,300	43,300	43,300	27,945	24,688	(3,258)	43,300	Avg. of 2 yrs = \$41.2k, maintain current budget amount. Per Cox 08/22
Landscape Maintenance Contract - WMD	146,537	165,300	165,300	165,300	96,282	96,425	143	191,600	Includes reg event snow removal.
Landscape Improvements - WMD	259,354	100,000	100,000	100,000	-	52,000	52,000	100,000	
Snow Removal	5,576	17,600	17,600	17,600	380	10,560	10,180	17,600	For material snow event outside scope of contract - Per Cox 08/22
Clubhouse Repairs and Maintenance	125,219	60,000	82,500	90,000	86,496	38,108	(48,388)	89,973	
Parking Lot Maintenance	-	6,500	6,500	6,500	-	-	-	6,500	
Grounds Maintenance	59,816	86,000	86,000	86,000	34,858	50,167	15,309	86,000	per Kevin Cox 08/22
Chemicals & Supplies	13,527	12,000	12,000	12,000	2,732	9,600	6,868	13,000	
Contract / Lifeguards	141,900	145,200	145,200	145,200	83,125	83,125	-	156,500	
Equipment Repairs & Replacement	30,460	36,600	36,600	36,600	12,363	21,350	8,987	36,600	
Gas and Electric	27,657	27,300	27,300	27,300	13,551	15,236	1,685	28,100	
Telephone/ WiFi / Cable	276	3,400	3,400	3,400	-	1,983	1,983	3,700	
Water and Sewer	151,012	193,000	209,500	250,000	110,165	100,746	(9,419)	250,000	Anticipate need to add'l irrigation due to drier conditions
Trash Removal - Clubhouse/Non-Res	-	-	-	-	-	-	-	-	included in Clubhouse R&M
WPRA Fee	442,260	473,218	473,218	468,104	269,472	276,044	6,572	477,641	Assume 8% increase
Community Park Maintenance	14,595	8,900	8,900	12,000	10,453	5,192	(5,262)	8,900	
WPRA Support	-	370,600	275,600	275,600	211,227	338,705	127,478	330,600	Landscaping, snow removal, irrig +\$250K WPRA Add'l Funding
Contingency	-	25,000	100,000	25,000	-	-	-	25,000	
<b>TOTAL EXPENDITURES</b>	<b>1,721,915</b>	<b>3,502,818</b>	<b>4,611,048</b>	<b>4,568,321</b>	<b>1,837,430</b>	<b>2,012,845</b>	<b>175,415</b>	<b>2,078,814</b>	
<b>Excess Revenue Over Expenditures</b>	<b>(1,029,018)</b>	<b>(2,808,303)</b>	<b>(3,903,218)</b>	<b>(3,846,281)</b>	<b>(1,414,878)</b>	<b>(1,607,615)</b>	<b>192,738</b>	<b>(1,222,804)</b>	
<i>Park Fund Continued on Next Page</i>									

No assurance is provided on these financial statements;  
substantially all disclosures required by GAAP omitted.

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

Modified Accrual Basis

Print Date: 8/31/2022

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

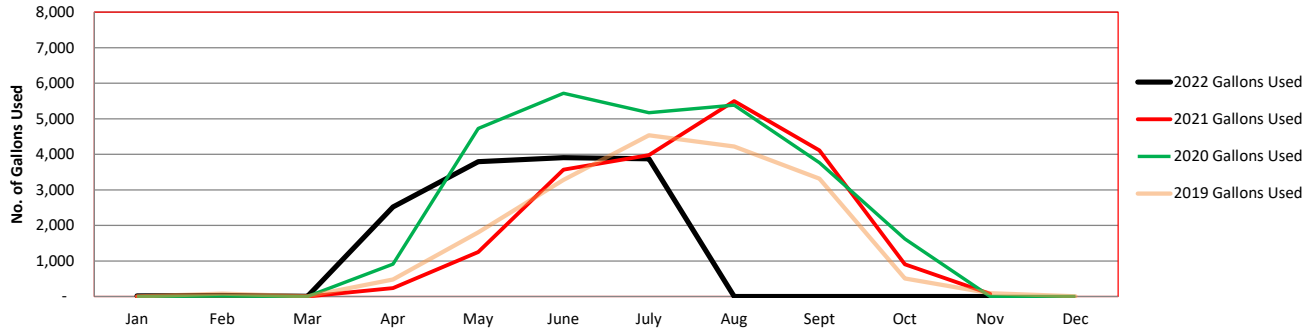
Nonspendable  
Restricted - TABOR emergency reserve  
Restricted - Replacement reserve  
Restricted - Loan reserve & Surplus  
Assigned for Parks

TOTAL ENDING FUND BALANCE

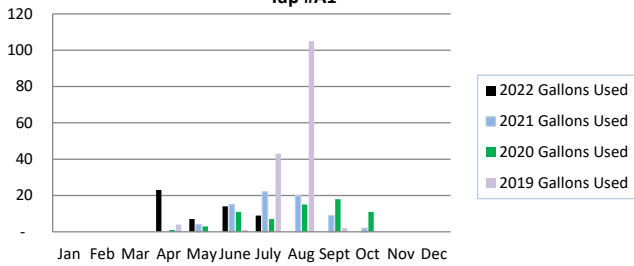
2021 Audited Actual	2022 Adopted Budget	2022 Amended Budget	2022 Forecast	YTD Thru 07/31/22 Actual	YTD Thru 07/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
1,030,713	2,808,303	3,903,218	3,846,281	1,414,878	1,607,615	(192,738)	1,222,804	Transfer from General Fund.
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
1,030,713	2,808,303	3,903,218	3,846,281	1,414,878	1,607,615	(192,738)	1,222,804	
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	100,000	-	100,000	
=	=	=	=	=	=	=	=	
36,855				-				
20,900	20,835	21,235	21,661	21,661			25,680	
-	-	-	-	-			-	
-	-	-	-	-			-	
42,245	79,165	78,765	78,339	78,339			74,320	
100,000	100,000	100,000	100,000	100,000			100,000	
=	=	=	=	=			=	



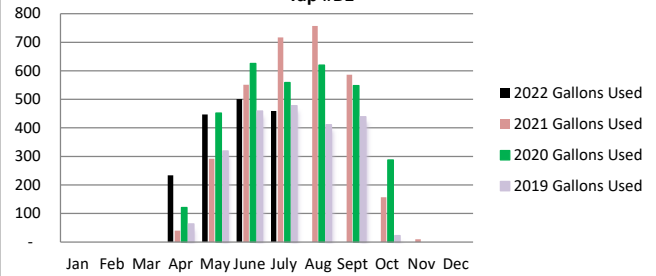
## Wheatlands Metropolitan District Total Monthly Usage



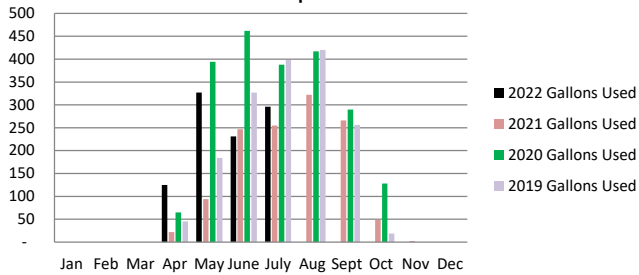
**24798 E WHEATLANDS PKWY  
Tap #A1**



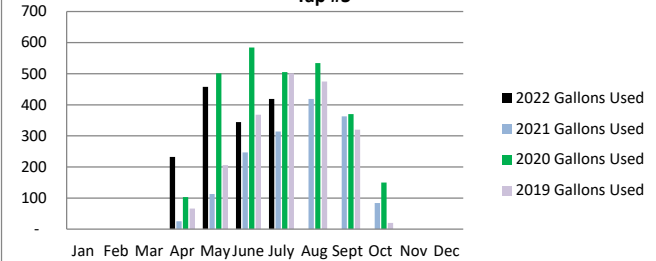
**25012 E WHEATLANDS PKY  
Tap #B1**



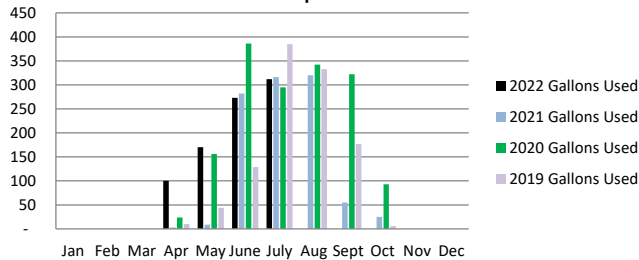
**6636 S IDER ST  
Tap #2**



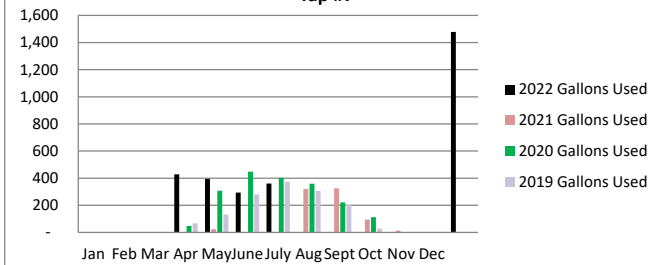
**25591 E CALHOUN  
Tap #3**



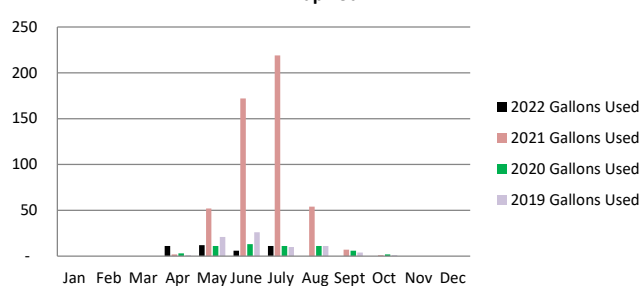
**6555 S WHEATLANDS PKY  
Tap #4**



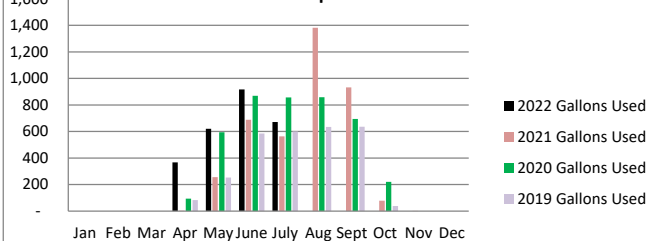
**6425 S WHEATLANDS PKY  
Tap #7**



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

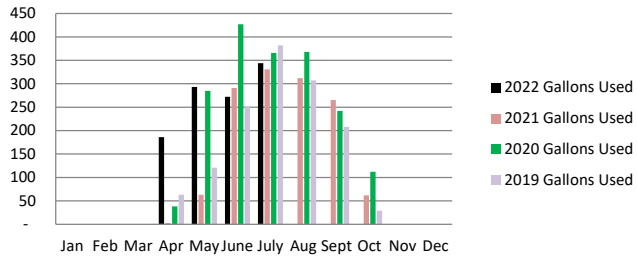


**6161 S WHEATLANDS PKY  
Tap #9b**

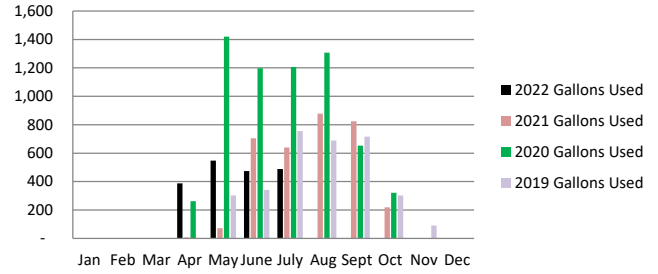


## Wheatlands Metropolitan District Total Monthly Usage

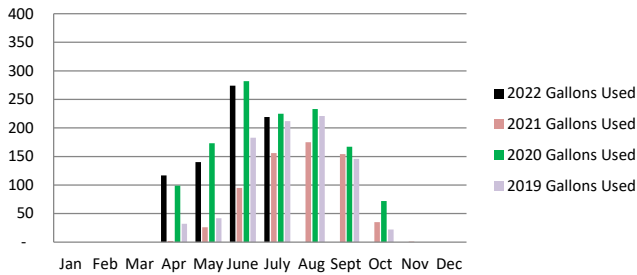
**6160 S WHEATLANDS PKY  
Tap #8**



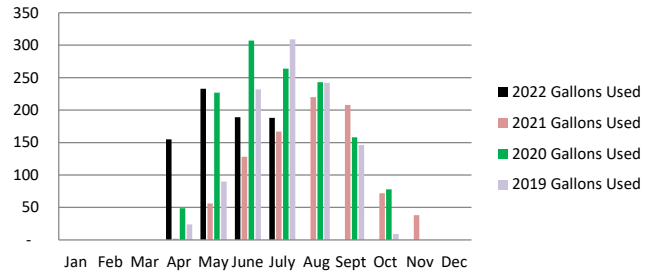
**6151 S WHEATLANDS PKY  
Tap #10**



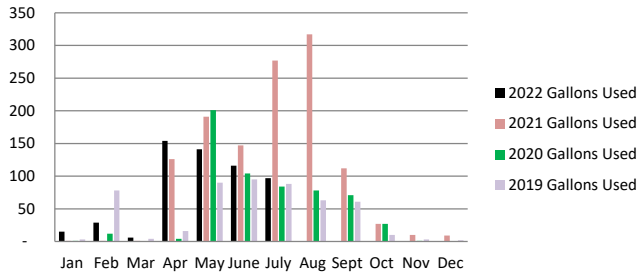
**5908 S POWHATON RD  
Tap #12**



**5958 S POWHATON RD  
Tap #11**



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



**6171 S WHEATLANDS PKY**



Pawnee Daniels Power Line Project Landscape Screening Program  
As Of 10.26.2021 - payments for 15 out of 23 qualified residences have been made.

## WHEATLANDS METROPOLITAN DISTRICT

ADDRESS	CITY	ZIP
6280 S IDER ST	AURORA	80016
6270 S IDER ST	AURORA	80016
6031 S IRVINGTON CT	AURORA	80016
6011 S IRVINGTON CT	AURORA	80016
6021 S IRVINGTON CT	AURORA	80016
6041 S IRVINGTON CT	AURORA	80016
6051 S IRVINGTON CT	AURORA	80016
6001 S IRVINGTON CT	AURORA	80016
6139 S HARVEST CT	AURORA	80016
6137 S HARVEST CT	AURORA	80016
6167 S HARVEST CT	AURORA	80016
6189 S HARVEST CT	AURORA	80016
6147 S HARVEST CT	AURORA	80016
6187 S HARVEST CT	AURORA	80016
6169 S HARVEST CT	AURORA	80016
6179 S HARVEST CT	AURORA	80016
6177 S HARVEST CT	AURORA	80016
6157 S HARVEST CT	AURORA	80016
6159 S HARVEST CT	AURORA	80016
6149 S HARVEST CT	AURORA	80016
6271 S IDER ST	AURORA	80016
6291 S IDER ST	AURORA	80016
6281 S IDER ST	AURORA	80016

Highlighted addresses have applied for and been paid \$500 for installation of new trees and/or other landscaping to help create ground-level screening of the Transmission Line. Green highlights since last meeting.



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA AND  
WHEATLANDS METROPOLITAN DISTRICT REGARDING  
TRANSMISSION LINE PROJECT IMPACTS**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 (the “Effective Date”), by and between the CITY OF AURORA, COLORADO, a home rule municipal corporation of the State of Colorado (the “City”), and Wheatlands Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), (the City and District may be collectively referred to herein as the “Parties” or individually as a “Party”).

**RECITALS**

**WHEREAS**, the Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

**WHEREAS**, in 2017, pursuant to C.R.S. § 29-20-108(4)(a), a public utility company, Public Service Company of Colorado, dba Xcel Energy (the “Company”) notified the City of its plans to construct the Pawnee to Daniels Park 345-KV Transmission Line Project within its transmission line corridor (the “Project”) and within the City’s jurisdictional boundaries; and

**WHEREAS**, in 2017, the Company submitted an application for site plan approval pursuant to Chapter 146, Article 4, Division 3 of the Aurora City Code for the Project; and

**WHEREAS**, the Aurora City Code provides that public utility uses may be permitted in the City upon approval and subject to such reasonable conditions related to the impact of the Project as may be imposed by the City; and

**WHEREAS**, the City by and through its Planning and Zoning Commission approved the Company’s application for the Project in December 2017; and

**WHEREAS**, the Company initiated an extensive public outreach program in July, 2013, including the creation of a Project website, and hosting several public open houses and numerous separate meetings with nearby city residents, non-governmental organizations, homeowner organizations and other stakeholders during which the Company shared information on the purpose, impacts and benefits of the Project, and listened to concerns expressed by various groups and individuals; and

**WHEREAS**, meetings were held between the City staff and the Company to discuss impacts associated with the Project (the “Project Impacts”) and capable measures to address the City’s concerns and those expressed by its residents in order to mitigate the Project Impacts; and

**WHEREAS**, specific mitigation requests (the “Mitigation Measures”) were presented to the Company during the meetings which addressed the Project Impacts identified by the City and the Company’s public outreach efforts; and

**WHEREAS**, it is a goal of the Company and the City to mitigate the Project Impacts as mutually identified and agreed upon, with the City implementing the Mitigation Measures; and

**WHEREAS**, the City has identified adjacent residents of several Title 32 special districts and one homeowner association (the “Participant” or “Participants”) potentially impacted visually or by connectivity as a result of the Project and, therefore, eligible to receive designated mitigation program funds (“Program Funds”); and

**WHEREAS**, the Participants and their respective residents, constituents, taxpayers, and customers will jointly benefit from the Mitigation Measures for the Project by receipt and use of the Program Funds; and

**WHEREAS**, the District has been identified as a Participant to receive Program Funds and desires to receive and use the Program Funds as set forth in this Agreement.

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

### **AGREEMENT**

1. **RECITALS.** The foregoing recitals are hereby incorporated and fully set forth herein.

2. **ELIGIBLE PROGRAM FUNDS TO PARTICIPANTS.**

- A. Residence Landscape Screening. The landscape barrier program provides funds for owners of single family residential lots which are located within 100 feet of the Project. Qualified lot owners may be eligible for reimbursement up to \$500.00 for the installation of new trees and/or other appropriate landscaping to help create ground-level screening of the Project. New trees and landscaping materials funded under this program shall be compatible with the adjacent utility facilities located in the Project boundaries and shall not interfere with the Company’s operation.

3. **ALLOCATION OF PROGRAM FUNDS BY CITY.**

- A. General. The City agrees to allocate Program Funds to the Wheatlands Metropolitan District as follows:

1. Program Funds in the amount of \$11,500 for Residence Landscape Screening, as detailed above.

B. Term of Agreement and Termination. This Agreement between the Parties shall be effective as of the Effective Date identified above and shall terminate upon final payment of the Program Funds by the City to the District. Program Funds shall be allocated on or before December 31, 2019.

4. **ANNUAL APPROPRIATIONS ONLY.** It is expressly understood and agreed that the Parties are political subdivisions of the State of Colorado, and any and all financial obligations described hereunder, including but not limited to the Project Funds, are subject to annual appropriations of the respective Parties and do not establish debts or other multi-fiscal year obligations thereof.

5. **BREACH AND ENFORCEMENT.** It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws of the State of Colorado.

6. **MISCELLANEOUS.**

A. Assignment. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of all of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. 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. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

G. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to the District:

Wheatlands Metropolitan District  
Attn: Clint Waldron  
White Bear Ankele Tanaka & Waldron  
2154 E Commons Ave, Ste 2000  
Centennial, CO 80122

If to the City:

City of Aurora  
Attn: Director of Finance  
15151 E. Alameda Parkway  
Aurora, CO 80012

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

H. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

I. 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 herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

K. Entire Contract. This Agreement constitutes the entire agreement between the Parties with regard to the Project 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 with regard to the Project are of no force and effect.



L. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

M. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

N. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto 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.

*[signature pages follow]*

**CITY OF AURORA**

By: \_\_\_\_\_  
Bob LeGare, Mayor

Dated: \_\_\_\_\_

**Attested:**

By: \_\_\_\_\_  
Stephen J. Ruger, City Clerk

**Approved as to Form:**

By: \_\_\_\_\_  
Michelle Gardner, Assistant City Attorney

WHEATLANDS METROPOLITAN DISTRICT

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_



### 2022 Open Space Grants - Project Timeline Form

Use the sample timeline below as a guide to complete your proposed project timeline. Rows or columns may be added as necessary to include any milestones specific to your project. Timeline must be detailed, realistic, and coincide with details provided in the narrative portion of the grant application. Timeline must conclude within two years of project start date.

Task	April 22	May 22	June 22	July 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jul 23	Aug 23	Sept. 23	Oct 23	Nov. 23	Dec. 23	Jan 24	Feb 24	Mar 24	Apr 24
Planning & Hire Consultant																								
Construction Documents																								
Grant Award Notification																								
IGA Executed (Start Date)																								
Project Bid Award(s)																								
Construction																								
Grand Opening																								
Final Report																								



**From:** Thompson, Kathleen "Katie" <[ktompso@auroragov.org](mailto:ktompso@auroragov.org)>  
**Sent:** Monday, August 29, 2022 11:25 AM  
**To:** Clint C. Waldron <[cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)>  
**Cc:** Rulla, Brian <[brulla@auroragov.org](mailto:brulla@auroragov.org)>  
**Subject:** RE: Murphy Creek Trail

Hi Clint:

As I'm sure you are aware, I am limited on what I am able to share with you regarding the City's Xcel mitigation funds. There are confidential documents that were part of the agreement that include the amount awarded. As part of the settlement, we are not allowed to disclose this amount. I can tell you that it was a lump sum that could be used for any of the projects you show listed on the agreement however it is not enough to pay for all of the projects. For this reason we've been searching for partners and grants to help us complete as many projects as possible.

Initially we anticipated Murphy Creek Trail costs to be around 1 million including design fees, construction and fees outside of construction. We planned to apply for a \$500,000 grant with a 100% match. After working through the details of the project, our estimate rose to 1.3 million. We could not apply for the grant unless the project was fully funded so we reprioritized and pulled additional money away from other projects. That additional funding took care of the shortfall shown below but leaves the other projects underfunded.

Our City funding is a combination of Arapahoe County Open Space Tax Shareback and Xcel mitigation funds.

<b>TOTAL Project Costs (design, construction, costs outside of construction)</b>	<b>\$1,311,000.00</b>
Arapahoe County Open Space Grant	\$500,000.00
City Funding	\$500,000.00
Southlands Contribution	\$50,000.00
<b>Shortfall</b>	<b>\$261,000.00</b>

Sincerely,

**Katie Thompson, PLA**  
**Senior Landscape Architect**  
City of Aurora Parks, Recreation & Open Space  
Planning, Design and Construction  
15151 E. Alameda Parkway, Ste 4600  
Aurora, CO 80012  
Phone: 303-739-7156

## **2022 September Agenda**

### **District Business**

- Playground Bubble window – replacement has been ordered and will ship 9/7
- Pool closed
- Park light poles –
  1. Police report filed
  2. Insurance company has been contacted - \$500 deductible
- New controllers for pool installed 8/31
- Meter install update – still waiting for City approval
- Updated Kitchen and bathroom project
- Pool deck furniture options
- Oxygen tank delivered 8/17
- Authority Update
  - Membership numbers  
Membership at 1101 for July vs. ?? August
  - Marketing Update – \$1 August sign up

### **Event Recap**

- Concert Night August 19<sup>th</sup> - Madonna/Prince tribute band (Jen Cronk sponsoring band)

### **Upcoming Events**

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



## MEETING NOTES

**Date:** August 24, 2022

**Project:** Wheatlands Park, Phase 2

**Re:** Construction Progress Meeting

**Present:** Liz Wolfman, The Architerra Group (AG)  
Sam Duckworth, Richdell Construction  
Jody Detmer, Wheatlands Metro District (WMD) representative

**Date Issued:** August 29, 2022

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### 1. Progress

- North End of Park:
  - Ongoing drainage work
    - Drainage work is almost finished – Kuhn is waiting on a few drainage pieces to finish the work
  - Concrete table – revised detail provided by Terra was approved by the Architerra team
  - Overlot grading and grading for walkways underway
- South End of Park:
  - Forming and pouring flatwork
    - Concrete walks on north and around half court were poured Monday; more concrete scheduled to be poured later this week
    - Damaged drainage basin has been replaced; preparation for the concrete pour for the plaza is underway
      - Rim elevation of the basin was verified after our meeting; using a nearby grade stake (41.36), the inlet appeared to be set per plan
  - Electrical work – trench inspection scheduled for Thursday

### 2. Schedule

- Work planned for the next week - two weeks:
  - North side:
    - Drainage infrastructure installation/completion
      - Drainage work is nearing completion on the north side
    - Stairs #4 scheduled to be poured this week (Friday 8/26)
    - Sleeving for irrigation
    - Forming for flatwork will begin once over lot grading and rough grading for walkways is completed.

- Electrical work
- South side:
  - Sam is hoping most of the remaining flatwork on the south site will be completed next week
    - They will hold off on the flatwork on the very east side where the staging area and vehicle tracking control is located; this flatwork will be completed later when large construction equipment is no longer going in and out of the south side.
  - Forming and pouring additional flatwork on the south side
    - Next concrete pour will occur on Friday 8/26
    - Scheduled to pour plaza between half and full basketball court
      - Architerra will check forms and grades on Thursday, August 25
  - Electrical work
- Lead-time items:
  - Shelters
    - No updates/changes
    - The shelter installer will be installing the caissons for the electrical work. While he's on site, Sam will review the shelter columns and the discrepancy between plans and installed product.

### **3. Permits:**

- No updates/changes

### **3. Submittals/RFI's**

- Submittals in review by Architerra:
  - Mulch
  - Crusher fines
  - Soil Amendment

### **4. Weather days**

- Richdell has noted 5 weather days since the beginning of the project

### **5. Other Items**

- Compaction testing – Richdell to provide an update on number of compaction tests completed thus far.

Cc: All present,  
 Clint Waldron, WBATW  
 Erin Stutz, WBATW  
 Lesanne Dominguez, AG  
 Mark Taylor, AG

Eric Sperry, Richdell Construction  
 Scott Riddell, Richdell Construction  
 Brooke Holliman, WMD

We believe this report accurately reflects what transpired at this meeting. Please comment if you have a different understanding of what occurred. Unless we are notified otherwise within 5 days of receiving this report, we will assume all parties agree that this report is accurate.





## MEETING NOTES

**Date:** August 30, 2022

**Project:** Wheatlands Park, Phase 2

**Re:** Construction Progress Meeting

**Present:** Liz Wolfman, The Architerra Group (AG)  
 Kendrick Wyman, AG  
 Sam Duckworth, Richdell Construction  
 Eric Sperry, Richdell Construction

**Date Issued:** September 1, 2022

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### 1. Progress

- North End of Park:
  - Ongoing drainage work
    - Drainage work is almost finished – Kuhn is waiting on one fitting to finish the work
  - Concrete table – subgrade is compacted and ready for foundation forms
  - Stairs #4 have been formed and poured
  - Electrical trenching finished
- South End of Park:
  - Forming and pouring flatwork – more flatwork formed and ready to pour this week; concrete work will stop at the east side of the half court until staging is removed and deliveries are finished
  - Masonry for the seat walls began on Monday; they will finish the seat walls on the south side and then pull off the site until the north side is ready for masonry installation.

### 2. Schedule

- Work planned for the next week - two weeks:
  - Overall site:
    - Electrical caissons are scheduled to be poured in the next week-week and a half; there are conflicts with utilities at multiple proposed light pole locations; Architerra and Richdell to discuss to come up with a solution.
  - North side:
    - Drainage infrastructure installation/completion
      - Drainage work is nearing completion on the north side
    - Stairs #3 scheduled to be poured this week (Friday, Sept. 2)

- Sleeving for irrigation
- Forming and pouring flatwork
- Forming and work on concrete tables
- Electrical work
- South side:
  - Completing masonry veneer
  - Finishing flatwork up until the east side of the half court
  - Irrigation work will continue for the next couple of weeks
  - Electrical work
- Lead-time items:
  - Shelters
    - No updates/changes
    - The shelter installer will be installing the caissons for the electrical work. While he's on site, Sam will review the shelter columns and the discrepancy between plans and installed product.

### **3. Permits:**

- No updates/changes

### **3. Submittals/RFI's**

- Submittals in review by Architerra:
  - ¾" River rock

### **4. Weather days**

- Richdell has noted 5 weather days since the beginning of the project

### **5. Other Items**

- Cheek wall #6 has been damaged. Architerra to give Richdell direction on fixing it
- Richdell is having issues with boring under the existing walkway for the new irrigation connections; Architerra and Richdell is in discussion of how to install the new irrigation connections
- There are a few locations where the existing concrete is in poor condition. Architerra will review and notify the client for possible replacement.
- It appears multiple proposed light poles conflict with existing utilities; Architerra will review and work with Richdell to resolve.

Cc: All present,  
 Clint Waldron, WBATW  
 Erin Stutz, WBATW  
 Lesanne Dominguez, AG  
 Mark Taylor, AG

Jody Detmer, Wheatlands Metro District  
 (WMD) representative  
 Brooke Holliman, WMD  
 Scott Riddell, Richdell Construction

We believe this report accurately reflects what transpired at this meeting. Please comment if you have a different understanding of what occurred. Unless we are notified otherwise within 5 days of receiving this report, we will assume all parties agree that this report is accurate.

## Construction Schedule

Richdell Construction, Inc.  
7905 W. 120th Ave  
Broomfield, CO 80020

August 18, 2022

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