

WHEATLANDS METROPOLITAN DISTRICT

REGULAR MEETING

Wheatlands Clubhouse

6601 S. Wheatlands Parkway, Aurora

October 13, 2022 at 6:00 p.m.

www.wheatlandsmetro.org

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

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/ Reaffirmation of Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.
5. Consent Agenda –The items listed below are a group of items to be approved with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda upon request of any Board member.
 - a. Approval of Minutes from September 8, 2022 Regular Meeting and September 27, 2022 Special Meeting
 - b. Approval/Ratification of Claims Paid in the amount of \$271,718.09
 - c. Approve Pay Application No. 5 from Richdell Construction, Inc.
 - d. Approve Pay Application No. 6 from Richdell Construction, Inc.
 - e. Ratify First Amendment to Field Production Contract with Urban Soccer Park
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 August 31, 2022
 - b. Review Analysis Comparison of Interest Earnings between CSafe and Colotrust
 - c. Discuss Raising Clubhouse Rental Fees to Fund Ongoing Clubhouse Improvements
 - d. Other Financial Matters
8. Landscape Maintenance
 - a. Review Landscape Maintenance Report and Status of Approved Work Orders
 - b. Cox Landscaping Monthly Report
 - c. Review and Consider Approval of Work Orders/Proposals
 - d. Review Water Usage Tracking Report

- e. Other Landscape Maintenance Matters
- 9. Legal Matters
 - a. Other Legal Matters
- 10. District Management
 - a. District Manager's Report
 - b. Review and Consider Approval of Work Orders/Proposals
 - i. Parking Lot Repairs
 - ii. Review Change Order for Concrete Replacement and Potholing
 - c. District Events – Event Recap and Upcoming Events
 - d. Discuss Pool Chairs
 - e. Review Active Membership Count
 - f. 2023 Wheatlands Budget Summary
 - g. Review Estimates for Aluminum Fence and Wood Fence
 - h. Other District Management Matters
- 11. Capital Projects
 - a. Wheatlands Park Phase II - Discuss Grand Opening
 - b. Urban Soccer Fields
 - i. Status of Production
 - ii. Discuss Specifications for Site Preparation and Bidding of Site Work
 - iii. Consider Approval of License Agreement
- 12. Director's Items
 - a. Discuss Swim Team Contract
 - b. SARIA Update
 - c. Review and Discuss Board Emails Received (board@wheatlandsmetro.org)
 - d. Other Director Items
- 13. Other Business
- 14. Adjourn

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF
DIRECTORS

OF

WHEATLANDS METROPOLITAN DISTRICT

Held: September 8, 2022 at 6:00 p.m., at 6601 S. Wheatlands
Parkway, Aurora, CO.

Attendance

A 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
Rodney DeWalt
Sameer Bhatnagar
Brooke Holliman

Also present were: Clint C. Waldron, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; James Shultz and Rick Gonzales, Marchetti and Weaver, District Accountant; Isabell Rodau, Kimberly Armitage (via phone) and Beau Nelson, YMCA, District Manager; Kevin Cox, Cox Professional Landscaping; Sharon Sulzle (via phone), AMI HOA; and residents and representatives of the swim team.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order at 6:00 p.m.

Disclosure Matters

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

Agenda	The Board reviewed the proposed agenda. Following discussion, upon motion duly made and seconded, the Board unanimously approved the agenda, as amended.
Public Comment	None.
Swim Team	Ms. Holliman briefly discussed the desire of the swim team to renew the swim team contract. The president of the swim team addressed the Board noting the benefits of the swim team to the community. She asked that the Board entertain renewing the contract and consider renewing the contract for multiple years. Ms. Rodau noted it went much better with the swim team this year, and she didn't have any complaints. Ms. Rodau reviewed the percentage of swimmers living in the community and surrounding areas. The Board asked how the swim team is advertising to the community. Representatives of the swim team provided information on its community outreach programs. They also noted there were about 180 swimmers. The charge was approximately \$200 per swimmer which includes all social events, swim meets, and registration fees. Non-Wheatlands residents were charged an additional \$50 fee. The Board asked about the use of the fee. The swim team also operates a concession stand. The Board asked that a proposal be submitted to the swim team committee for review and consideration. The committee will then make a recommendation to the Board. The Board noted that the contract will need to include the addition of a chemical log. The Board asked if the swim team would consider moving to two meets rather than three meets. The Board also asked that the swim team provide the fees that other teams are paying for use of pool facilities.
Urban Soccer Fields	Mr. Nelson reviewed alternative layouts to better utilize the site. The Board discussed the proposed options. Following discussion, upon motion duly made and seconded, the Board unanimously determined to move forward with Alternative 1 which includes enlarging the futsal/pickleball court an additional 10 feet in each direction. The Board asked Mr. Nelson to obtain an updated proposal.
Status of Production	Ms. Armitage noted that the production is still on schedule.
Discuss Specifications for Site Preparation and Authorize Bidding of Site Work	Ms. Armitage noted that Urban Soccer will be providing the bid specifications next week. The Board authorized the bidding of the site work, with a bid alternative for installation of the fields.

Discuss Status of Ground
Lease for Installation of
Soccer Fields

Ms. Armitage noted that the District and the Authority have provided the proposed ground lease to the bank for review and comment.

Consent Agenda

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

- a. Minutes from April 12, 2022 Joint Special Meeting (Mr. DeWalt abstained from approving this matter)
- 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 Holiday 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. 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

Covenant Enforcement/Design Review

Review Architectural Review
and Covenant Enforcement
Reports

Ms. Sulzle reviewed the operations summary and executive summary of the Architectural Review and Covenant Enforcement Reports, noting the status of covenant enforcement violations and architectural review requests.

Financial Matters

Review Unaudited Financial Statements for the period ended July 31, 2022

Mr. Shultz reviewed the Unaudited Financial Statements for the period ending July 31, 2022 with the Board.

Other Financial Matters

Director Martin noted that the accounts receivable report appears to have duplicate addresses. Mr. Gonzales will review the report with AMCOBI. The Board would like to schedule a budget workshop to review the draft budget.

Landscape Maintenance

Review Landscape Maintenance Report and Status of Approved Work Orders

Mr. Cox reviewed the Landscape Maintenance Report with the Board.

Review and Consider Approval of Work Orders/Proposals

The Board requested that Mr. Cox obtain a proposal for playground mulch.

Review Water Usage Tracking Report

The Board reviewed the Water Usage Tracking Report.

Other Landscape Maintenance Matters

Ms. Barela noted that the sprinkler line that was broken still needs to be repaired. The Board discussed the restroom hours and determined to change the open hours to 8:30 a.m.-6:00 p.m.

Legal Matters

Discuss Xcel Mitigation Funds

Mr. Waldron provided an update to the Board regarding the Xcel mitigation grant funds that have not yet been distributed. He noted he has requested an opinion from the Aurora City Attorney's Office on the use of funds that have not been requested by homeowners.

Discuss Contribution to Murphy Creek Trail

Mr. Waldron reviewed the City's proposed Murphy Creek Trail budget with the Board. Following discussion, upon motion duly made and seconded, the Board unanimously determined not to provide funding at this time.

Discuss IGA with City to Allow Snow Removal on City Streets

Mr. Waldron provided an update to the Board regarding the IGA with the City to allow snow removal on City streets. He noted that the City has determined not to renew the pilot program with Blackstone due to lack of funding and will not be enrolling other projects into the program.

Other Legal Matters

None.

District Management

District Manager's Report

Ms. Rodau reviewed her District Manager's Report with the Board. The Board authorized submitting an insurance claim for the stolen lamppost wire.

Review and Consider
Approval of Work
Orders/Proposals

The Board reviewed the proposal from Be Happy Interiors for the kitchen and restroom remodel. This matter is deferred to the budget workshop on September 27, 2022.

Authority Update

The Board asked that the District's special counsel, Spencer Fane LLP, look into requesting that the Authority reimburse the District for amounts incurred by the District for the Authority's benefit including TAP fees, TAP installation, landscape maintenance expenses, water costs and snow removal.

Other District Management
Matters

None.

At this time, Director Bhatnagar left the meeting.

Capital Projects

Wheatlands Park Phase II

The Board reviewed the update from Architerra. Following discussion, the Board determined not to add pickleball lines to the basketball court. The Board discussed the completion schedule and potential liquidated damages for the park project. The Board also discussed the proposed concrete replacement. Following discussion, upon motion duly made and seconded, the Board unanimously authorized Director DeWalt to review the proposed areas and authorized concrete repairs where he deems necessary.

Director's Items

SARIA Update

Review and Discuss Board
Emails Received
(board@wheatlandsmetro.org)

None.

None.

Other Director Items

None.

Other Business

The Board discussed ending future meetings at 8:00 p.m.

Adjourn

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

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

Secretary for the Meeting

The foregoing minutes were approved the 13th day of September, 2022.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF
DIRECTORS

OF

WHEATLANDS METROPOLITAN DISTRICT

Held: September 27, 2022 at 6:00 p.m., at 6601 S. Wheatlands
Parkway, Aurora, CO.

Attendance

A 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
Rodney DeWalt
Sameer Bhatnagar

Brooke Holliman was excused absent

Also present were: Clint C. Waldron, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; James Shultz, Marchetti and Weaver, District Accountant and Isabell Rodau, YMCA, District Manager.

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order at 6:00 p.m.

Disclosure Matters

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

Agenda

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

Public Comment

None.

Financial Matters**2022 Budget Workshop**

Mr. Shultz reviewed the draft budget with the board. The Board discussed revenues and expenditures in each fund. The Board discussed raising the clubhouse rental fees to help fund the additional improvements being made to the facility, and asked that this be added to the next agenda for discussion.

Consider Approval of Agreement for Legal Services with Hamre, Rodriguez, Ostrander and Dingess, P.C. For Oil and Gas Lease Representation

Deferred.

Review Proposals from Cox Professional Landscape Service LLC

The Board reviewed Estimate # 1558 Plant Replacement for Entry to Pool \$3,741.00. Following discussion, upon motion duly made and seconded, the Board unanimously approved the proposal.

The Board reviewed Estimate # 1596 Rock Replacement with Pavers – Pool Area \$3,174.00. Following discussion, upon motion duly made and seconded, the Board unanimously approved the proposal.

The Board reviewed Estimate # 1626 Remove Ornamental Grasses in Site Lines \$3,101.35. The Board determined to table the item and also discussed adding trimming of grasses as part of contract.

The Board reviewed Estimate # 1628 Install Aluminum Fence Around Pool A/C Unit \$4,367.92. The Board asked for a revised proposal to change the fence to wood rather than aluminum and include pictures of what it will look like.

The Board discussed the damaged light pole and Ms. Rodau noted that the light pole may have been moved by the park contractor.

Adjourn

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

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

Secretary for the Meeting

The foregoing minutes were approved the 13th day of September, 2022.

Wheatlands Metropolitan District
Claims Paid
September 1 through September 30, 2022

	Type	Date	Memo	Amount
American Awning Company				
	Bill Pmt -Check	09/30/2022	Removal of Shade Sails @ Clubhouse Pool	-425.00
				-425.00
American Conservation & Billing Solutions				
	Bill Pmt -Check	09/14/2022	September 2022 Billing Services	-3,482.00
				-3,482.00
American Eagle Protective Services LLC				
	Bill Pmt -Check	09/22/2022	August 2022 Security Service Provided	-125.00
				-125.00
Architerra Group Inc.				
	Bill Pmt -Check	09/03/2022	Planning-park phase 2	-10,266.70
	Bill Pmt -Check	09/30/2022	Planning-park phase 2	-12,201.63
				-22,468.33
Around the Corner Handyman LLC				
	Bill Pmt -Check	09/16/2022	Handyman Services	-75.00
	Bill Pmt -Check	09/26/2022	Handyman Services	-187.50
	Bill Pmt -Check	09/26/2022	Handyman Services	-112.50
				-375.00
Colorado Lighting, Inc.				
			1/3 DwnPmt for Re-install Branch Circuit	-2,116.13
	Bill Pmt -Check	09/16/2022	Conductors	
	Bill Pmt -Check	09/30/2022	August 7, 2022 Inspection Fee	-50.00
				-2,166.13
Colorado Special Districts Property & Lia				
	Bill Pmt -Check	09/16/2022	2023 Worker's Compensation Insurance	-450.00
				-450.00

Wheatlands Metropolitan District
Claims Paid
September 1 through September 30, 2022

	Type	Date	Memo	Amount
Cox	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-822.16
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-197.45
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-390.00
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-863.30
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-839.17
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-558.85
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-97.50
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-403.41
	Bill Pmt -Check	09/14/2022	Irrigation & Landscaping Services	-380.39
	Bill Pmt -Check	09/23/2022	Irrigation & Landscaping Services	-813.72
	Bill Pmt -Check	09/23/2022	Irrigation & Landscaping Services	-87.30
	Bill Pmt -Check	09/23/2022	Irrigation & Landscaping Services	-606.17
	Bill Pmt -Check	09/26/2022	Irrigation & Landscaping Services	-195.00
	Bill Pmt -Check	09/26/2022	Irrigation & Landscaping Services	-347.85
	Bill Pmt -Check	09/26/2022	Irrigation & Landscaping Services	-262.45
	Bill Pmt -Check	09/26/2022	Irrigation & Landscaping Services	-533.98
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-303.75
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-1,053.81
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-80.69
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-176.39
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-14,698.50
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-2,768.50
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-130.00
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-1,818.60
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-1,931.20
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-4,495.00
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-110.70
	Bill Pmt -Check	09/30/2022	Irrigation & Landscaping Services	-1,725.00
				-36,690.84
General Air Service & Supply				
	Bill Pmt -Check	09/15/2022	Recharging of Liquid CO2	-92.22
	Bill Pmt -Check	09/22/2022	Recharging of Liquid CO2	-95.29
		09/22/2022	Recharging of Liquid CO2	-162.49
				-350.00

Wheatlands Metropolitan District
Claims Paid
September 1 through September 30, 2022

	Type	Date	Memo	Amount
Hillyard - Denver				
	Bill Pmt -Check	09/14/2022	Janitorial Supplies	-13.10
	Bill Pmt -Check	09/23/2022	Janitorial Supplies	-1,404.00
	Bill Pmt -Check	09/26/2022	Janitorial Supplies	-57.60
				<u>-1,474.70</u>
Juana Saquimux				
	Bill Pmt -Check	09/23/2022	August 2022 Clubhouse Janitorial Services	-1,160.00
				<u>-1,160.00</u>
Marchetti & Weaver, LLC				
	Bill Pmt -Check	09/23/2022	August 2022 Accounting Services	-4,356.00
	Bill Pmt -Check	09/23/2022	August 2022 Accounting Services	-7,194.67
				<u>-11,550.67</u>
Pool Doctor				
	Bill Pmt -Check	09/30/2022	Water Chemistry Controller System	-7,569.87
				<u>-7,569.87</u>
Soccer Park, LLC				
	Bill Pmt -Check	09/23/2022	Progress Payment	-77,300.50
	Bill Pmt -Check	09/26/2022	Amendment Catchup Payment	-16,176.00
				<u>-93,476.50</u>
Stewart Oxygen Service, Inc.				
	Bill Pmt -Check	09/08/2022	For Oxygen Inhalator Oct-Dec 2022	-62.50
	Bill Pmt -Check	09/30/2022	Annual Maintenance Fee	-75.00
				<u>-137.50</u>
Waste Management of Denver				
	Bill Pmt -Check	09/15/2022	August 2022 Residential Trash Removal	-12,685.90
	Bill Pmt -Check	09/21/2022	August 2022 Pool Dumpster Rental	-250.10
				<u>-12,936.00</u>
Wells Fargo Credit Card				
			Community Events, Clubhouse Expenses, Other	
	Bill Pmt -Check	09/23/2022		-728.63
				<u>-728.63</u>
YMCA of Metropolitan Denver				
	Bill Pmt -Check	09/14/2022	August 2022 Management Services	-16,175.00
	Bill Pmt -Check	09/14/2022	July 2022 Management Services	-20,250.10
				<u>-36,425.10</u>
Zions Bancorporation, NA				
	Bill Pmt -Check	09/16/2022	September 2022 WPRA District Fee	-39,726.82
				<u>-39,726.82</u>
			Total Claims Paid	<u><u>-271,718.09</u></u>

APPLICATION AND CERTIFICATE FOR PAYMENT

COVER

TO OWNER:

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

Attn: Lesanne Dominguez
Liz Wolfman
Paulette Martin

APPLICATION NO: **5**
PERIOD TO: **8/31/2022**

Distribution to:

OWNER ☒
ARCHITECT ☒

FROM CONTRACTOR:

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

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

CONTRACTOR ☒
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. TOTAL CONTRACT.....	\$	1,648,000.00
2. NET CHANGE BY CHANGE ORDERS/GMP'S.....		\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$	1,648,000.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	946,015.13
5. RETAINAGE		
a. 10% of Completed and stored work or if over 50% complete		
b. Max 5% of completed & stored work		\$47,300.76
Total Retainage Total in Column I of G703)		\$47,300.76
6. TOTAL EARNED LESS RETAINAGE.....		\$898,714.37
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		\$688,324.52
8. CURRENT PAYMENT DUE.....		\$210,389.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4).....		\$701,984.87
PLUS RETAINAGE		
(Line 3 less Line 6).....		\$749,285.63

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

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

CONTRACTOR: [COMPANY]

By: *[Signature]*
State of: COLORADO
County of: LARIMER
Subscribed and sworn to before me this 31 day of August 2022

Date: 8-31-22

Notary Public:
My Commission expires: 7/20/23

Mary R Skiff
Notary Public
State of Colorado
Notary ID 19954011220
My Commission Expires July 20, 2023

OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ **210,389.85**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: *[Signature]* Date: **9/16/22**

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

COVER

Page 1 of 1

CHANGE ORDERS

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

APPLICATION NO: 5
 PERIOD TO: 8/31/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS: 0

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

CONTINUATION SHEET

APPLICATION NO: 5
 PERIOD TO: 8/31/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK	COMPLETED	PERIOD	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	%(I+E)	BALANCE TO FINISH (E-I)	Retainage rate (10% retained to 50% completion) max 5% of total contract	RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
Columbine Hills Park														
01	Mobilization	1	LS	\$ 80,000.00	\$80,000.00	\$60,000.00	0.00%	\$ -	\$0.00	\$ 60,000.00	75%	\$20,000.00	5%	\$ 3,000.00
02	Construction Survey	1	LS	\$ 20,000.00	\$20,000.00	\$15,000.00	0.00%	\$ -	\$0.00	\$ 15,000.00	75%	\$5,000.00	5%	\$ 750.00
03	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00	\$3,500.00	0.00%	\$ -	\$0.00	\$ 3,500.00	70%	\$1,500.00	5%	\$ 175.00
04	Site Prep & Demo	1	LS	\$ 45,000.00	\$45,000.00	\$45,000.00	0.00%	\$ -	\$0.00	\$ 45,000.00	100%	\$0.00	5%	\$ 2,250.00
05	Tree Retention & Protection	1	LS	\$ 1,000.00	\$1,000.00	\$1,000.00	0.00%	\$ -	\$0.00	\$ 1,000.00	100%	\$0.00	5%	\$ 50.00
06	Erosion and Sediment Control	1	LS	\$ 26,000.00	\$26,000.00	\$23,400.00	0.00%	\$ -	\$0.00	\$ 23,400.00	90%	\$2,600.00	5%	\$ 1,170.00
07	Earthwork	1	LS	\$ 70,000.00	\$70,000.00	\$59,500.00	0.00%	\$ -	\$0.00	\$ 59,500.00	85%	\$10,500.00	5%	\$ 2,975.00
08	Engineered Wood Fiber	2600	SF	\$ 4.00	\$10,400.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,400.00	5%	\$ -
09	Crusher Fines	5350	SF	\$ 5.00	\$26,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$26,750.00	5%	\$ -
10	6" Perforated HDPE Pipe	240	LF	\$ 40.00	\$9,600.00	\$2,400.00	75.00%	\$ 7,200.00	\$0.00	\$ 9,600.00	100%	\$0.00	5%	\$ 480.00
11	6" PVC Pipe	390	LF	\$ 38.00	\$14,820.00	\$8,892.00	40.00%	\$ 5,928.00	\$0.00	\$ 14,820.00	100%	\$0.00	5%	\$ 741.00
12	8" PVC Pipe	135	LF	\$ 50.00	\$6,750.00	\$6,750.00	0.00%	\$ -	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
13	12" PVC Pipe	65	LF	\$ 75.00	\$4,875.00	\$4,875.00	0.00%	\$ -	\$0.00	\$ 4,875.00	100%	\$0.00	5%	\$ 243.75
14	8" Drain Basin	5	EA	\$ 1,000.00	\$5,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	100%	\$0.00	5%	\$ 250.00
15	10" Drain Basin	4	EA	\$ 1,600.00	\$6,400.00	\$1,600.00	75.00%	\$ 4,800.00	\$0.00	\$ 6,400.00	100%	\$0.00	5%	\$ 320.00
16	12" Drain Basin	1	EA	\$ 2,000.00	\$2,000.00	\$2,000.00	0.00%	\$ -	\$0.00	\$ 2,000.00	100%	\$0.00	5%	\$ 100.00
17	15" Drain Basin	1	EA	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
18	24" Drain Basin	1	EA	\$ 4,500.00	\$4,500.00	\$1,125.00	75.00%	\$ 3,375.00	\$0.00	\$ 4,500.00	100%	\$0.00	5%	\$ 225.00
19	Modified Type C Inlet	1	EA	\$ 6,000.00	\$6,000.00	\$0.00	100.00%	\$ 6,000.00	\$0.00	\$ 6,000.00	100%	\$0.00	5%	\$ 300.00
20	6" Mitered Drain	2	EA	\$ 750.00	\$1,500.00	\$0.00	100.00%	\$ 1,500.00	\$0.00	\$ 1,500.00	100%	\$0.00	5%	\$ 75.00
21	12" Mitered Drain	1	EA	\$ 2,200.00	\$2,200.00	\$2,200.00	0.00%	\$ -	\$0.00	\$ 2,200.00	100%	\$0.00	5%	\$ 110.00
22	Irrigation System Modification	1	LS	\$ 120,000.00	\$120,000.00	\$12,000.00	30.00%	\$ 36,000.00	\$0.00	\$ 48,000.00	40%	\$72,000.00	5%	\$ 2,400.00
23	Soil Preparation	44150	SF	\$ 0.30	\$13,245.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$13,245.00	5%	\$ -
24	Bluegrass Sod	44150	SF	\$ 1.00	\$44,150.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$44,150.00	5%	\$ -
25	American Hophornbeam 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
26	Chinquapin Oak 2.5"	3	EA	\$ 750.00	\$2,250.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$2,250.00	5%	\$ -
27	Baby Blue Eyes Spruce 8'	2	EA	\$ 750.00	\$1,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$1,500.00	5%	\$ -
28	Golden Raintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
29	Hot Wings Maple 2.5"	9	EA	\$ 750.00	\$6,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$6,750.00	5%	\$ -
30	London Plaintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
31	Sensation Box Elder 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
32	Skyline Honeylocust 2.5"	7	EA	\$ 750.00	\$5,250.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$5,250.00	5%	\$ -
33	Redmond Linden 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
34	Neon Flash Spirea #5	236	EA	\$ 50.00	\$11,800.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$11,800.00	5%	\$ -
35	Butterfly Bush #5	64	EA	\$ 60.00	\$3,840.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,840.00	5%	\$ -
36	Royal Gold Woadwaxen #5	80	EA	\$ 75.00	\$6,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$6,000.00	5%	\$ -
37	Dwarf Fountain Grass Hemeln #5	217	EA	\$ 65.00	\$14,105.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$14,105.00	5%	\$ -
38	Catmint #1	42	EA	\$ 16.00	\$672.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$672.00	5%	\$ -
39	Chocolate Flower #1	186	EA	\$ 20.00	\$3,720.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,720.00	5%	\$ -
40	White Coneflower #1	224	EA	\$ 16.00	\$3,584.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,584.00	5%	\$ -
41	Landscape Boulder	21	EA	\$ 375.00	\$7,875.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$7,875.00	5%	\$ -
42	Bicycle Rack	11	EA	\$ 600.00	\$6,600.00	\$3,689.00	0.00%	\$ -	\$0.00	\$ 3,689.00	56%	\$2,911.00	5%	\$ 184.45
43	Trash Receptacle	7	EA	\$ 3,500.00	\$24,500.00	\$16,804.00	0.00%	\$ -	\$0.00	\$ 16,804.00	69%	\$7,696.00	5%	\$ 840.20
44	Umbrella	7	EA	\$ 6,200.00	\$43,400.00	\$16,926.00	0.00%	\$ -	\$0.00	\$ 16,926.00	39%	\$26,474.00	5%	\$ 846.30
45	Picnic Table	7	EA	\$ 6,500.00	\$45,500.00	\$14,105.00	0.00%	\$ -	\$0.00	\$ 14,105.00	31%	\$31,395.00	5%	\$ 705.25
46	Game Table	2	EA	\$ 7,100.00	\$14,200.00	\$10,684.81	0.00%	\$ -	\$0.00	\$ 10,684.81	75%	\$3,515.19	5%	\$ 534.24
47	Adirondack Chair	12	EA	\$ 1,400.00	\$16,800.00	\$12,028.82	0.00%	\$ -	\$0.00	\$ 12,028.82	72%	\$4,771.18	5%	\$ 601.44
48	Ping Pong Table	1	EA	\$ 10,000.00	\$10,000.00	\$0.00	50.00%	\$ 5,000.00	\$0.00	\$ 5,000.00	50%	\$5,000.00	5%	\$ 250.00
49	Cornhole Board (pair)	3	EA	\$ 2,500.00	\$7,500.00	\$0.00	50.00%	\$ 3,750.00	\$0.00	\$ 3,750.00	50%	\$3,750.00	5%	\$ 187.50
50	Hammock Posts	7	EA	\$ 1,500.00	\$10,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,500.00	5%	\$ -
51	Basketball Goal	3	EA	\$ 3,000.00	\$9,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$9,000.00	5%	\$ -
52	Reset Trash Receptacle	2	EA	\$ 300.00	\$600.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$600.00	5%	\$ -

CONTINUATION

CONTINUATION SHEET

APPLICATION NO: 5
PERIOD TO: 8/31/2022
CONTRACT FOR: Wheatlands Park Phase II Impvts.
CONTRACT DATE: 2/15/2022
PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK	COMPLETED	PERIOD	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	%(I+E)	BALANCE TO FINISH (E-I)	Retainage rate (10% retained to 50% completion) max 5% of total contract	RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
53	Basketball Court Striping	1	LS	\$ 3,000.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
54	Concrete Pavement	18200	SF	\$ 10.50	\$191,100.00	\$0.00	60.00%	\$ 114,660.00	\$0.00	\$ 114,660.00	60%	\$76,440.00	5%	\$ 5,733.00
55	Post-Tensioned Concrete Pavement	6450	SF	\$ 15.00	\$96,750.00	\$96,750.00	0.00%	\$ -	\$0.00	\$ 96,750.00	100%	\$0.00	5%	\$ 4,837.50
56	Concrete Curb	290	LF	\$ 50.00	\$14,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$14,500.00	5%	\$ -
57	Concrete Mowstrip	100	LF	\$ 32.00	\$3,200.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,200.00	5%	\$ -
58	Concrete Thickened Edge	80	LF	\$ 65.00	\$5,200.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$5,200.00	5%	\$ -
59	Concrete Ramp	1	EA	\$ 3,000.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
60	Sidewalk Chase	3	EA	\$ 4,000.00	\$12,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$12,000.00	5%	\$ -
61	Concrete Table	2	EA	\$ 2,200.00	\$4,400.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$4,400.00	5%	\$ -
62	Structural Concrete (stairs)	12	CY	\$ 1,750.00	\$21,000.00	\$0.00	100.00%	\$ 21,000.00	\$0.00	\$ 21,000.00	100%	\$0.00	5%	\$ 1,050.00
63	Structural Concrete (cheekwalls)	22	CY	\$ 1,850.00	\$40,700.00	\$40,700.00	0.00%	\$ -	\$0.00	\$ 40,700.00	100%	\$0.00	5%	\$ 2,035.00
64	Structural Concrete (shelter columns)	76	CY	\$ 1,740.00	\$132,240.00	\$132,240.00	0.00%	\$ -	\$0.00	\$ 132,240.00	100%	\$0.00	5%	\$ 6,612.00
65	Manufactured Stone Veneer	1225	FF	\$ 40.00	\$49,000.00	\$0.00	25.00%	\$ 12,250.00	\$0.00	\$ 12,250.00	25%	\$36,750.00	5%	\$ 612.50
66	Precast Wall & Column Caps	450	SF	\$ 63.00	\$28,350.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$28,350.00	5%	\$ -
67	Precast Tabletop (Round Top)	31	SF	\$ 119.00	\$3,689.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,689.00	5%	\$ -
68	Install Shelter	2	EA	\$ 24,000.00	\$48,000.00	\$5,500.00	0.00%	\$ -	\$0.00	\$ 5,500.00	11%	\$42,500.00	5%	\$ 275.00
69	Handrail	70	LF	\$ 240.00	\$16,800.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$16,800.00	5%	\$ -
70	Electrical/Lighting Service	1	LS	\$ 173,685.00	\$173,685.00	\$117,882.50	0.00%	\$ -	\$0.00	\$ 117,882.50	68%	\$55,802.50	5%	\$ 5,894.13
			(Unit)											
TOTAL	#REF!				\$1,648,000.00	\$724,552.13		\$221,463.00	\$0.00	\$946,015.13	57%	\$701,984.87	max 5%	\$ 47,300.76

APPLICATION AND CERTIFICATE FOR PAYMENT

COVER

TO OWNER:

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

Attn: Lesanne Dominguez
Liz Wolfman
Paulette Martin

APPLICATION NO: **6**
PERIOD TO: **9/30/2022**

Distribution to:

OWNER ☒
ARCHITECT ☒

CONTRACT FOR: **Wheatlands Park Phase II Impvts.**

CONTRACT DATE: **2/15/2022**

PROJECT NOS:

CONTRACTOR ☒
FIELD ☐
OTHER ☐

FROM CONTRACTOR:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. TOTAL CONTRACT.....	\$	1,648,000.00
2. NET CHANGE BY CHANGE ORDERS/GMP'S.....		\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$	1,648,000.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	1,170,114.13
5. RETAINAGE		
a. 10% of Completed and stored work or if over 50% complete		
b. Max 5% of completed & stored work		\$58,505.71
Total Retainage Total in Column I of G703)		\$58,505.71
6. TOTAL EARNED LESS RETAINAGE.....		\$1,111,608.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		\$898,714.37
8. CURRENT PAYMENT DUE.....		\$212,894.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4).....		\$477,885.87
PLUS RETAINAGE (Line 3 less Line 6).....		\$536,391.58

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

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

CONTRACTOR: [COMPANY]

By: *[Signature]*
State of: COLORADO
County of: LARIMER
Subscribed and sworn to before me this *30* day of *Sept* 2022

Mary R. Skiff
Notary Public
State of Colorado
Notary ID 19954011220
My Commission Expires July 20, 2023

Notary Public:

My Commission expires: *7/20/2023*

OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ **212,894.05**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: *[Signature]* Date: **10/06/22**

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

COVER

Page 1 of 1

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CHANGE ORDERS

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

APPLICATION NO: 6
 PERIOD TO: 9/30/2022
 CONTRACT FOR: Wheatlands Park Phase II Impvts.
 CONTRACT DATE: 2/15/2022
 PROJECT NOS: 0

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

CONTINUATION SHEET

APPLICATION NO: 6
PERIOD TO: 9/30/2022
CONTRACT FOR: Wheatlands Park Phase II Impvts.
CONTRACT DATE: 2/15/2022
PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK	COMPLETED	PERIOD	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% (I+E)	BALANCE TO FINISH (E-I)	Retainage rate (10% retained to 50% completion) max 5% of total contract	RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
Columbine Hills Park														
01	Mobilization	1	LS	\$ 80,000.00	\$80,000.00	\$60,000.00	10.00%	\$ 8,000.00	\$0.00	\$ 68,000.00	85%	\$12,000.00	5%	\$ 3,400.00
02	Construction Survey	1	LS	\$ 20,000.00	\$20,000.00	\$15,000.00	10.00%	\$ 2,000.00	\$0.00	\$ 17,000.00	85%	\$3,000.00	5%	\$ 850.00
03	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00	\$3,500.00	10.00%	\$ 500.00	\$0.00	\$ 4,000.00	80%	\$1,000.00	5%	\$ 200.00
04	Site Prep & Demo	1	LS	\$ 45,000.00	\$45,000.00	\$45,000.00	0.00%	\$ -	\$0.00	\$ 45,000.00	100%	\$0.00	5%	\$ 2,250.00
05	Tree Retention & Protection	1	LS	\$ 1,000.00	\$1,000.00	\$1,000.00	0.00%	\$ -	\$0.00	\$ 1,000.00	100%	\$0.00	5%	\$ 50.00
06	Erosion and Sediment Control	1	LS	\$ 26,000.00	\$26,000.00	\$23,400.00	0.00%	\$ -	\$0.00	\$ 23,400.00	90%	\$2,600.00	5%	\$ 1,170.00
07	Earthwork	1	LS	\$ 70,000.00	\$70,000.00	\$59,500.00	15.00%	\$ 10,500.00	\$0.00	\$ 70,000.00	100%	\$0.00	5%	\$ 3,500.00
08	Engineered Wood Fiber	2600	SF	\$ 4.00	\$10,400.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,400.00	5%	\$ -
09	Crusher Fines	5350	SF	\$ 5.00	\$26,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$26,750.00	5%	\$ -
10	6" Perforated HDPE Pipe	240	LF	\$ 40.00	\$9,600.00	\$9,600.00	0.00%	\$ -	\$0.00	\$ 9,600.00	100%	\$0.00	5%	\$ 480.00
11	6" PVC Pipe	390	LF	\$ 38.00	\$14,820.00	\$14,820.00	0.00%	\$ -	\$0.00	\$ 14,820.00	100%	\$0.00	5%	\$ 741.00
12	8" PVC Pipe	135	LF	\$ 50.00	\$6,750.00	\$6,750.00	0.00%	\$ -	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
13	12" PVC Pipe	65	LF	\$ 75.00	\$4,875.00	\$4,875.00	0.00%	\$ -	\$0.00	\$ 4,875.00	100%	\$0.00	5%	\$ 243.75
14	8" Drain Basin	5	EA	\$ 1,000.00	\$5,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	100%	\$0.00	5%	\$ 250.00
15	10" Drain Basin	4	EA	\$ 1,600.00	\$6,400.00	\$6,400.00	0.00%	\$ -	\$0.00	\$ 6,400.00	100%	\$0.00	5%	\$ 320.00
16	12" Drain Basin	1	EA	\$ 2,000.00	\$2,000.00	\$2,000.00	0.00%	\$ -	\$0.00	\$ 2,000.00	100%	\$0.00	5%	\$ 100.00
17	15" Drain Basin	1	EA	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
18	24" Drain Basin	1	EA	\$ 4,500.00	\$4,500.00	\$4,500.00	0.00%	\$ -	\$0.00	\$ 4,500.00	100%	\$0.00	5%	\$ 225.00
19	Modified Type C Inlet	1	EA	\$ 6,000.00	\$6,000.00	\$6,000.00	0.00%	\$ -	\$0.00	\$ 6,000.00	100%	\$0.00	5%	\$ 300.00
20	6" Mitered Drain	2	EA	\$ 750.00	\$1,500.00	\$1,500.00	0.00%	\$ -	\$0.00	\$ 1,500.00	100%	\$0.00	5%	\$ 75.00
21	12" Mitered Drain	1	EA	\$ 2,200.00	\$2,200.00	\$2,200.00	0.00%	\$ -	\$0.00	\$ 2,200.00	100%	\$0.00	5%	\$ 110.00
22	Irrigation System Modification	1	LS	\$ 120,000.00	\$120,000.00	\$48,000.00	30.00%	\$ 36,000.00	\$0.00	\$ 84,000.00	70%	\$36,000.00	5%	\$ 4,200.00
23	Soil Preparation	44150	SF	\$ 0.30	\$13,245.00	\$0.00	50.00%	\$ 6,622.50	\$0.00	\$ 6,622.50	50%	\$6,622.50	5%	\$ 331.13
24	Bluegrass Sod	44150	SF	\$ 1.00	\$44,150.00	\$0.00	52.00%	\$ 22,958.00	\$0.00	\$ 22,958.00	52%	\$21,192.00	5%	\$ 1,147.90
25	American Hophornbeam 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00	75.00%	\$ 2,250.00	\$0.00	\$ 2,250.00	75%	\$750.00	5%	\$ 112.50
26	Chinquapin Oak 2.5"	3	EA	\$ 750.00	\$2,250.00	\$0.00	33.00%	\$ 742.50	\$0.00	\$ 742.50	33%	\$1,507.50	5%	\$ 37.13
27	Baby Blue Eyes Spruce 8'	2	EA	\$ 750.00	\$1,500.00	\$0.00	100.00%	\$ 1,500.00	\$0.00	\$ 1,500.00	100%	\$0.00	5%	\$ 75.00
28	Golden Raintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,750.00	5%	\$ -
29	Hot Wings Maple 2.5"	9	EA	\$ 750.00	\$6,750.00	\$0.00	100.00%	\$ 6,750.00	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
30	London Plaintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	60.00%	\$ 2,250.00	\$0.00	\$ 2,250.00	60%	\$1,500.00	5%	\$ 112.50
31	Sensation Box Elder 2.5"	4	EA	\$ 750.00	\$3,000.00	\$0.00	75.00%	\$ 2,250.00	\$0.00	\$ 2,250.00	75%	\$750.00	5%	\$ 112.50
32	Skyline Honeylocust 2.5"	7	EA	\$ 750.00	\$5,250.00	\$0.00	57.00%	\$ 2,992.50	\$0.00	\$ 2,992.50	57%	\$2,257.50	5%	\$ 149.63
33	Redmond Linden 2.5"	5	EA	\$ 750.00	\$3,750.00	\$0.00	20.00%	\$ 750.00	\$0.00	\$ 750.00	20%	\$3,000.00	5%	\$ 37.50
34	Neon Flash Spirea #5	236	EA	\$ 50.00	\$11,800.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$11,800.00	5%	\$ -
35	Butterfly Bush #5	64	EA	\$ 60.00	\$3,840.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,840.00	5%	\$ -
36	Royal Gold Woadwaxen #5	80	EA	\$ 75.00	\$6,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$6,000.00	5%	\$ -
37	Dwarf Fountain Grass Hemeln #5	217	EA	\$ 65.00	\$14,105.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$14,105.00	5%	\$ -
38	Catmint #1	42	EA	\$ 16.00	\$672.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$672.00	5%	\$ -
39	Chocolate Flower #1	186	EA	\$ 20.00	\$3,720.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,720.00	5%	\$ -
40	White Coneflower #1	224	EA	\$ 16.00	\$3,584.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,584.00	5%	\$ -
41	Landscape Boulder	21	EA	\$ 375.00	\$7,875.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$7,875.00	5%	\$ -
42	Bicycle Rack	11	EA	\$ 600.00	\$6,600.00	\$3,689.00	0.00%	\$ -	\$0.00	\$ 3,689.00	56%	\$2,911.00	5%	\$ 184.45
43	Trash Receptacle	7	EA	\$ 3,500.00	\$24,500.00	\$16,804.00	0.00%	\$ -	\$0.00	\$ 16,804.00	69%	\$7,696.00	5%	\$ 840.20
44	Umbrella	7	EA	\$ 6,200.00	\$43,400.00	\$16,926.00	0.00%	\$ -	\$0.00	\$ 16,926.00	39%	\$26,474.00	5%	\$ 846.30
45	Picnic Table	7	EA	\$ 6,500.00	\$45,500.00	\$14,105.00	0.00%	\$ -	\$0.00	\$ 14,105.00	31%	\$31,395.00	5%	\$ 705.25
46	Game Table	2	EA	\$ 7,100.00	\$14,200.00	\$10,684.81	0.00%	\$ -	\$0.00	\$ 10,684.81	75%	\$3,515.19	5%	\$ 534.24
47	Adirondack Chair	12	EA	\$ 1,400.00	\$16,800.00	\$12,028.82	0.00%	\$ -	\$0.00	\$ 12,028.82	72%	\$4,771.18	5%	\$ 601.44
48	Ping Pong Table	1	EA	\$ 10,000.00	\$10,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	50%	\$5,000.00	5%	\$ 250.00
49	Cornhole Board (pair)	3	EA	\$ 2,500.00	\$7,500.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	50%	\$3,750.00	5%	\$ 187.50
50	Hammock Posts	7	EA	\$ 1,500.00	\$10,500.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$10,500.00	5%	\$ -
51	Basketball Goal	3	EA	\$ 3,000.00	\$9,000.00	\$0.00	100.00%	\$ 9,000.00	\$0.00	\$ 9,000.00	100%	\$0.00	5%	\$ 450.00
52	Reset Trash Receptacle	2	EA	\$ 300.00	\$600.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$600.00	5%	\$ -

CONTINUATION

Page 1 of 2

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CONTINUATION SHEET

APPLICATION NO: 6
PERIOD TO: 9/30/2022
CONTRACT FOR: Wheatlands Park Phase II Impvts.
CONTRACT DATE: 2/15/2022
PROJECT NOS:

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK	COMPLETED	PERIOD	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	%(I+E)	BALANCE TO FINISH (E-I)	Retainage rate (10% retained to 50% completion) max 5% of total contract	RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT						
53	Basketball Court Striping	1	LS	\$ 3,000.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
54	Concrete Pavement	18200	SF	\$ 10.50	\$191,100.00	\$114,660.00	30.00%	\$ 57,330.00	\$0.00	\$ 171,990.00	90%	\$19,110.00	5%	\$ 8,599.50
55	Post-Tensioned Concrete Pavement	6450	SF	\$ 15.00	\$96,750.00	\$96,750.00	0.00%	\$ -	\$0.00	\$ 96,750.00	100%	\$0.00	5%	\$ 4,837.50
56	Concrete Curb	290	LF	\$ 50.00	\$14,500.00	\$0.00	95.00%	\$ 13,775.00	\$0.00	\$ 13,775.00	95%	\$725.00	5%	\$ 688.75
57	Concrete Mowstrip	100	LF	\$ 32.00	\$3,200.00	\$0.00	95.00%	\$ 3,040.00	\$0.00	\$ 3,040.00	95%	\$160.00	5%	\$ 152.00
58	Concrete Thickened Edge	80	LF	\$ 65.00	\$5,200.00	\$0.00	100.00%	\$ 5,200.00	\$0.00	\$ 5,200.00	100%	\$0.00	5%	\$ 260.00
59	Concrete Ramp	1	EA	\$ 3,000.00	\$3,000.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,000.00	5%	\$ -
60	Sidewalk Chase	3	EA	\$ 4,000.00	\$12,000.00	\$0.00	66.00%	\$ 7,920.00	\$0.00	\$ 7,920.00	66%	\$4,080.00	5%	\$ 396.00
61	Concrete Table	2	EA	\$ 2,200.00	\$4,400.00	\$0.00	100.00%	\$ 4,400.00	\$0.00	\$ 4,400.00	100%	\$0.00	5%	\$ 220.00
62	Structural Concrete (stairs)	12	CY	\$ 1,750.00	\$21,000.00	\$21,000.00	0.00%	\$ -	\$0.00	\$ 21,000.00	100%	\$0.00	5%	\$ 1,050.00
63	Structural Concrete (cheekwalls)	22	CY	\$ 1,850.00	\$40,700.00	\$40,700.00	0.00%	\$ -	\$0.00	\$ 40,700.00	100%	\$0.00	5%	\$ 2,035.00
64	Structural Concrete (shelter columns)	76	CY	\$ 1,740.00	\$132,240.00	\$132,240.00	0.00%	\$ -	\$0.00	\$ 132,240.00	100%	\$0.00	5%	\$ 6,612.00
65	Manufactured Stone Veneer	1225	FF	\$ 40.00	\$49,000.00	\$12,250.00	0.00%	\$ -	\$0.00	\$ 12,250.00	25%	\$36,750.00	5%	\$ 612.50
66	Precast Wall & Column Caps	450	SF	\$ 63.00	\$28,350.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$28,350.00	5%	\$ -
67	Precast Tabletop (Round Top)	31	SF	\$ 119.00	\$3,689.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$3,689.00	5%	\$ -
68	Install Shelter	2	EA	\$ 24,000.00	\$48,000.00	\$5,500.00	0.00%	\$ -	\$0.00	\$ 5,500.00	11%	\$42,500.00	5%	\$ 275.00
69	Handrail	70	LF	\$ 240.00	\$16,800.00	\$0.00	0.00%	\$ -	\$0.00	\$ -	0%	\$16,800.00	5%	\$ -
70	Electrical/Lighting Service	1	LS	\$ 173,685.00	\$173,685.00	\$117,882.50	10.00%	\$ 17,368.50	\$0.00	\$ 135,251.00	78%	\$38,434.00	5%	\$ 6,762.55
			</											

FIRST AMENDMENT TO FIELD PRODUCTION CONTRACT

This FIRST AMENDMENT TO FIELD PRODUCTION CONTRACT, including any and all exhibits attached hereto (the “**First Amendment**”), is entered into as of the 21st day of September, 2022, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and SOCCER PARK, LLC d/b/a URBAN SOCCER PARK (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an *Field Production Contract*, dated August 8, 2022 (the “**Agreement**”); and

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

WHEREAS, the Parties desire to amend the services set forth in the Agreement;

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. AMENDMENT TO SCOPE OF SERVICES. The Parties hereby amend and restate in its entirety the Scope of Services set forth in Exhibit A of the Agreement with the Scope of Services set forth in **Exhibit A** attached hereto and incorporated by reference. This First Amendment shall be effective as of September 9, 2022.

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

3. COUNTERPART EXECUTION. This First Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment 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 First Amendment.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:
SOCCER PARK, LLC d/b/a URBAN SOCCER
PARK



Joshua Leland Frazier

Printed Name

Owner

Title

EXHIBIT A

SCOPE OF SERVICES

URBAN SOCCER PARK

CONTRACT



PREPARED FOR:

Wheatlands Metropolitan District

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

<input checked="" type="checkbox"/> Adjustable Soccer Tennis and Volleyball Net w/ Lines <ul style="list-style-type: none"> Add adjustable net stanchions for soccer tennis or volleyball The lines are included in the cost 	\$2,750.00	1	\$2,750.00
<input checked="" type="checkbox"/> Three Row Bleacher + Bar Top - 10' <ul style="list-style-type: none"> 10' Bleacher custom and integrated into system <ul style="list-style-type: none"> Bar-Top Shade Awning 	\$5,000.00	2	\$10,000.00
<input checked="" type="checkbox"/> Single Player Bench + Bar Top - 10' <ul style="list-style-type: none"> 10' Bench custom and integrated into system <ul style="list-style-type: none"> Bar-Top Shade Awning 	\$3,500.00	2	\$7,000.00
<input type="checkbox"/> Center Turf Logo <ul style="list-style-type: none"> 10' diameter center field logo Delivered and Installed 	\$4,426.00	1	\$4,426.00
			\$238,261.00
30' x 50' FUTSAL COURT			
Urban Soccer Futsal Court: 40' x 60' 40' x 60' Urban Soccer Field with 60' x 80' total footprint <ul style="list-style-type: none"> 2: 6'w x 4'h Street Soccer Goals - Yellow 1: Oxford-style Door 20: Stanchions 4: 12' Corner Posts w/ Planter Boxes 17: Solid Wall Panels 20: 10 ft' sections of Nylon Netting for Endline & Sideline 	\$55,034.00	1	\$55,034.00
Urban Soccer Park Futsal Flooring: 40' x 60'	\$19,200.00	1	\$19,200.00
<input checked="" type="checkbox"/> Triple Wire Mesh Panels <ul style="list-style-type: none"> Upgrade to steel triple wire mesh panels along 3 walls for increased strength, field visibility, and airflow 	\$103.00	11	\$1,133.00

<input checked="" type="checkbox"/> Adjustable Pickleball Stanchion w/ Lines & Net <ul style="list-style-type: none"> Add adjustable net stanchions for pickleball or volleyball Lines are included in the cost 	\$2,750.00	1	\$2,750.00
<input checked="" type="checkbox"/> LED Light Package: 40' x 60' <ul style="list-style-type: none"> Premium LED Flood Light System 4 Poles with 4x240w Light Package Dark Sky compliant to maximize field lighting with minimal light pollution No foundations necessary 	\$9,000.00	1	\$9,000.00
			\$87,117.00
FIELD ENHANCEMENTS			
<input type="checkbox"/> Trash Cans <ul style="list-style-type: none"> Integrated into the field design Trash cans shaped like the UEFA Champions League trophy add an easter egg and help keep your field area free from trash 	\$414.00	1	\$414.00
<input type="checkbox"/> Storage Boxes <ul style="list-style-type: none"> Integrated into the field design as functional counterweights Lockable storage boxes for storing equipment such as balls, pennies, and more for easy access at the field 	\$414.00	1	\$414.00
<input type="checkbox"/> Logo on Panel - per panel <ul style="list-style-type: none"> Logo put onto one side of a panel Fantastic branding & sponsorship opportunity Done prior to installation Requires high-res logo sent ahead of time 	\$225.00	1	\$225.00
			\$0.00

Subtotal **\$325,378.00****Total** **\$325,378.00**

FIELD PRODUCTION & PAYMENT SCHEDULE

Percentage Due	Due Date	Payment Amount
50% Payment - PAID <ul style="list-style-type: none"> Field design finalized Production begins 	August 1, 2022 PAID	\$154,601.00
25% Payment <ul style="list-style-type: none"> Field production 75% complete 	September 15, 2022	\$85,388.50
25% Payment <ul style="list-style-type: none"> Field production substantially complete Packing of fields for shipment & installation begins 	October 15, 2022	\$85,388.50

Subtotal **\$325,378.00**

Total **\$325,378.00**

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.



WORKING SESSION

EXECUTIVE SUMMARY

10/13/2022

Number of open violations: 91

Last Inspection dates: September 14th and September 29th

Next Inspection dates: October 5th and October 26th

Violations by type:

Basketball Hoops – 0	Lawn in Poor Condition – 7
Boat- 0	Livestock- 0
Business – 0	Maintenance - 1
Dead Tree Backyard- 0	Missing Tree Front Yard - 2
Dead Tree Front/Side Yard –29	Nuisance - 0
Commercial Vehicle- 1	Paint – 6
Common Area Dumping- 0	RV/Camper - 0
Exterior Damage -1	Shutters Missing – 1
Fence -Paint/Stain - 4	Signs- 0
Fence Repair – 1	Trailer - 0
Holiday Lights- 0	Trash Cans - 1
Inoperable Vehicle- 0	Tree Care – 2
Items Stored - 0	Tree Under Caliper- 1
Landscape Maint - 1	Vehicle Repair -0
Lawn Care -Weeds- 26	Unauthorized Change - 5
Lawn Care- Watering – 1	Unsightly Conditions - 1
Lawn in need of mowing - 0	Window Units- 0
Total- 91	

OPERATIONS SUMMARY

Report Date:
10/06/2022

Wheatlands Metropolitan District

September 1, 2022 - October 6, 2022

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

Architectural Control	{	Request Status:		Approved	27
				Approved With Conditions	3
				Cancelled	0
				Completed	31
				Completed	0
				Denied	2
				More Info Requested	7
				New Request	35
				Under Review	3
		Total			108
		Correspondence:		Emails	373
				US Mails	0
Violations	{	Open:		Carried Over	69
				Created	9
		Total			78
		By Status*:		1st Notice	14
				2nd Notice	39
				3rd Notice	16
				4th Notice	3
				5th Notice	2
				6th Notice	3
				Dismissed	9
				Resolved	56
		Total			142
		Average Days To			101.3
		Total Fines Assessed			\$775.00

**Wheatlands Metropolitan District
Statement of Net Position**

	August 31, 2022						
		Debt	Special	Special	Special	Fixed Assets	
	General Fund	Service Fund	Revenue ARI Fund	Revenue Operations Fund	Revenue Park Fund	& LTD	TOTAL
ASSETS							
CASH							
CSAFE	3,721,443	-	-	-	-	-	3,721,443
Wells Fargo	89,734	-	-	-	-	-	89,734
Wells Fargo-Merchant Software	3,439	-	-	-	-	-	3,439
CSB&T - Series 2015 Bond Fund	-	1,256,724	-	-	-	-	1,256,724
Pooled Cash Allocation	(512,232)	7,245	-	355,948	149,039	-	-
TOTAL CASH	3,302,385	1,263,969	-	355,948	149,039	-	5,071,341
OTHER CURRENT ASSETS							
Due from County Treasurer	-	-	-	-	-	-	-
Accounts Receivable	114	-	-	12,590	28,327	-	41,030
Accounts Receivable - Builder	-	-	-	-	-	-	-
Accounts Receivable - Other	-	-	-	-	-	-	-
Property Taxes Receivable	5,503	4,173	167	-	-	-	9,843
Prepaid Expenses	450	-	-	-	-	-	450
TOTAL OTHER CURRENT ASSETS	6,067	4,173	167	12,590	28,327	-	51,324
FIXED & OTHER NON-CURRENT ASSETS							
Construction In Progress	-	-	-	-	-	251,460	251,460
Land	-	-	-	-	-	-	-
Capital Assets, Net of Depreciation	-	-	-	-	-	4,142,820	4,142,820
Prepaid Bond Insur-Net of Amortization	-	-	-	-	-	172,834	172,834
TOTAL FIXED ASSETS	-	-	-	-	-	4,567,114	4,567,114
TOTAL ASSETS	3,308,452	1,268,142	167	368,538	177,366	4,567,114	9,689,778
LIABILITIES & DEFERED INFLOWS							
CURRENT LIABILITIES							
Accounts Payable	421,297	-	-	-	-	-	421,297
Wells Fargo Credit Card	126	-	-	-	-	-	126
WPRA Fee Payable	-	-	-	-	-	-	-
Retainage Payable	-	-	-	-	47,301	-	47,301
Accrued Expenses	-	-	-	-	-	-	-
Director's Fees Payable	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	-	-
Century Communities Deposit	-	-	-	-	-	-	-
Prepaid Fees	-	-	-	13,362	30,065	-	43,427
TOTAL CURRENT LIABILITIES	421,423	-	-	13,362	77,366	-	512,151
DEFERRED INFLOWS							
Deferred Property Taxes	5,503	4,173	167	-	-	-	9,843
TOTAL DEFERRED INFLOWS	5,503	4,173	167	-	-	-	9,843
LONG-TERM LIABILITIES							
Accrued Interest	-	-	-	-	-	80,748	80,748
Bank Loan Payable	-	-	-	-	-	-	-
Bonds Payable - Series 2015	-	-	-	-	-	23,095,000	23,095,000
Bond Premium, Net of Amortization	-	-	-	-	-	323,511	323,511
TOTAL LONG-TERM LIABILITIES	-	-	-	-	-	23,499,259	23,499,259
TOTAL LIAB & DEF INFLOWS	426,926	4,173	167	13,362	77,366	23,499,259	24,021,253
NET POSITION							
Net Investment in Capital Assets	-	-	-	-	-	4,394,280	4,394,280
Amount to be Provided for Debt	-	-	-	-	-	(23,326,425)	(23,326,425)
Nonspendable	450	-	-	-	-	-	450
Restricted For Debt	-	1,263,969	-	-	-	-	1,263,969
Restricted For Emergencies	123,800	-	-	8,400	21,831	-	154,031
Restricted For ARI	-	-	-	-	-	-	-
Assigned for Capital Replacements	1,633,572	-	-	-	-	-	1,633,572
Assigned for 2019 Budget Deficit	-	-	-	-	-	-	-
Unassigned	1,123,704	-	-	346,775	78,169	-	1,548,648
TOTAL NET POSITION	2,881,526	1,263,969	-	355,175	100,000	(18,932,145)	(14,331,474)
	=	=	=	=	=	=	=

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

Modified Accrual Basis

Print Date: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
PROPERTY TAXES									
Assessed Valuation	44,752,801	47,276,236	-	47,276,236				45,956,915	Aug. 22 Prelim
Mill Levy									
General Fund	36.617	36.602	-	36.602				37.095	Adjusted to Maintain Prior Year Total levy
Debt Service Fund	27.740	27.755	-	27.755				27.755	25 Mills Gallagherized- Lowered to match prior year
SARIA Fund	1.110	1.110	-	1.110				1.145	1 Mill Gallagherized
Total mill levy	65.467	65.467	-	65.467				65.995	
Property Taxes Levied									
General Fund	1,638,713	1,730,405	-	1,730,405				1,704,772	AV * Mill Levy / 1,000- Capped at \$2M
Debt Service Fund	1,241,443	1,312,152	-	1,312,152				1,275,534	AV * Mill Levy / 1,000
SARIA Fund	49,676	52,477	-	52,477				52,621	AV * Mill Levy / 1,000
	2,929,832	3,095,033	-	3,095,033				3,032,927	
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				1,704,772	
Debt Service Fund	1,241,443	1,312,152		1,312,152				1,275,534	
SARIA Fund	49,676	52,477		52,477				52,621	
	2,929,832	3,095,033	-	3,095,033				3,032,926.60	
BUILDOUT & SALES									
Vacant Lots									
Beginning of Period									
New									
Sold / Now a Residential Unit Richmond									
Sold / Now a Residential Unit Elacora									
End of Period	-	-		-				-	
Residential Units									
Beginning of Period	1,053	1,053	-	1,053				1,053	
New - Richmond	-	-	-	-				-	
New - Elacora	-	-	-	-				-	
New - Lokal (31 bldgs./93 units planned)	-	-	-	-				-	
Other	-	-	-	-				-	
End of Period	1,053	1,053	-	1,053				1,053	
Apartments									
Beginning of Period	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	
FEES									
Operations Fee - Monthly / Unit									
Houses		\$ 20.00		\$ 20.00				\$ 20.00	
Apartments		\$ -		\$ -				\$ -	
Park Fee - Monthly / Unit									
Houses		\$ 45.00		\$ 45.00				\$ 50.35	Increase to match increase in WPRA Fee- Effective April 2023
Apartments		\$ 20.00		\$ 20.00				\$ 20.00	
WPRA Fee									
Membership		\$ 30.00		\$ 32.73				\$ 35.35	Assuming 8% Membership Fee Increase- Effective April 2023
Debt Reserve		\$ 5.00		\$ 5.00				\$ 5.00	

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

Modified Accrual Basis

Print Date: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
COMBINED FUNDS									
REVENUE									
Property Taxes	2,929,832	3,095,033	-	3,095,033	3,085,190	3,095,033	(9,844)	3,032,927	71 Mills Gallagherized
Specific Ownership Taxes	201,922	199,857	(6,417)	193,440	110,457	116,584	(6,127)	183,080	Assumes 5% of tax revenue
Interest & other income	3,050	3,600	31,600	35,200	28,502	2,332	26,169	3,600	Lower due to decreased fund balance & lower rates
Operations fees	252,880	252,720	-	252,720	168,940	168,480	460	252,720	\$20 Per Month
Fines & penalties	41,333	48,275	(17,525)	30,750	17,738	32,183	(14,445)	23,350	includes 95% of legal collection expenses
Working capital fees	12,600	9,000	-	9,000	7,050	7,200	(150)	9,000	
Design review	-	-	-	-	-	-	-	-	
Clubhouse rental fees	3,303	12,000	21,000	33,000	25,515	9,157	16,358	21,000	
Park fees	649,959	649,740	-	649,740	433,310	433,160	150	649,740	\$45 single family/ \$20 Apartment Per Month
Bond/Loan proceeds	-	-	-	-	-	-	-	-	
Other Income	8,128	5,500	20,849	26,349	14,186	-	14,186	8,500	
Sale of Assets	-	-	-	-	-	-	-	-	
TOTAL REVENUE	4,103,006	4,275,726	49,507	4,325,233	3,890,888	3,864,129	26,758	4,183,917	
	=	=	=	=	=	=	=	=	

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

Modified Accrual Basis

Print Date: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
COMBINED FUNDS (Continued)									
EXPENDITURES									
General Operating:									
Accounting - contract	77,043	83,000	(1,800)	84,800	54,540	55,333	793	92,600	Fixed fee.
Accounting - special projects	3,772	8,000	(7,300)	15,300	13,194	5,600	(7,594)	15,600	Provision for work out of scope of engagement.
Audit	5,000	5,800	800	5,000	5,000	5,800	800	5,800	
County Treasurer's fees	43,971	46,425	-	46,425	46,284	46,425	141	45,494	1.5% of Property Tax Collections
Director's fees	6,577	12,000	-	12,000	-	-	-	12,000	
Director expenses & equipment	25	2,500	-	2,500	1,244	1,667	423	2,500	2 iPad plus \$500 other exp, e.g. board mtg meals
Election	109	2,500	(29,170)	31,670	31,670	2,500	(29,170)	35,000	Board Member election in even years
Insurance & bonds	32,609	37,200	(1,647)	38,847	38,847	37,200	(1,647)	44,700	
Legal - contract	87,459	93,500	-	93,500	54,013	62,333	8,321	99,500	
Legal - special projects	11,185	9,800	(10,400)	20,200	10,849	6,533	(4,316)	19,600	Provision for work out of scope of engagement.
Bank Charges	3,313	3,600	(700)	4,300	2,592	2,400	(192)	4,200	Allocated 20/65 Operations and 45/65 Park Fund
Miscellaneous	2,000	4,000	-	4,000	114	2,667	2,553	-	
Contingency	-	32,500	2,500	30,000	-	-	-	32,500	
Website	540	1,000	-	1,000	416	500	84	1,000	Maintenance
Debt Service:									
Interest	984,581	968,981	-	968,981	484,491	484,491	-	951,581	Series 2015 bonds
Principal	390,000	435,000	-	435,000	-	-	-	450,000	Series 2015 bonds
Paying agent / trustee fees / legal	1,000	1,200	-	1,200	1,000	-	(1,000)	1,200	Series 2015 bonds
Bond/Loan issuance expense	-	-	-	-	-	-	-	-	
Contingency	-	5,000	5,000	-	-	-	-	5,000	
Community Operations									
Design review	-	-	-	-	-	-	-	-	architectural consultant's review @\$50 per submittal
Facilities mgmt. & billing - Contract	101,643	131,700	11,500	120,200	78,320	86,000	7,680	128,100	YMCA and Amcobi
Facilities mgmt. & billing - Spec Projects	-	15,000	-	15,000	-	10,000	10,000	15,000	YMCA
Covenant Enforcement	42,959	44,500	-	44,500	25,557	29,667	4,110	48,000	Based on 2017
Legal - collections	24,415	40,100	28,100	12,000	1,086	26,733	25,647	12,000	Allocated 69% Park and 31% O&M
Trash removal-residential pickup	150,322	165,300	10,300	155,000	100,856	110,200	9,344	166,900	\$11.33/mo. Jan-Feb; \$11.67/mo. Mar-Dec
Community activities / Christmas lights	21,826	24,400	-	24,400	11,075	8,710	(2,365)	22,900	Based on 2017
Landscaping	445,876	308,600	-	308,600	184,716	213,832	29,116	334,900	Includes landscape contract & irrig r&m
WPRA Support	-	370,600	95,000	275,600	213,574	348,530	134,956	296,500	Landscaping, snow removal, irrig +\$250K WPRA Add'l Funding
Snow removal	5,576	17,600	-	17,600	380	10,560	10,180	17,600	For material event outside scope of contract
Clubhouse repairs and maintenance	125,219	66,500	(40,000)	106,500	92,387	40,086	(52,300)	123,703	Based on 2017
Sport Fields	-	-	(450,000)	450,000	231,902	-	(231,902)	50,000	Based on 2017
Grounds maintenance	74,410	94,900	(17,100)	112,000	57,919	63,267	5,348	94,900	Based on 2017
Pool operations	185,888	193,800	12,600	181,200	111,353	131,400	20,047	206,100	chemicals & supplies; life guard contract; eq r&m
Utilities	178,945	223,700	(54,100)	277,800	169,683	163,674	(6,008)	278,600	Based on 2017
Transfer to SARIA Authority	48,930	51,689	-	51,689	51,525	51,689	165	51,831	Equal to taxes collected
Capital outlay	-	-	-	-	-	-	-	-	
Proposed facilities - Project costs	89,083	1,515,000	(639,230)	2,154,230	992,082	1,010,000	17,918	-	park; YMCA
WPRA fee	442,260	473,218	5,086	468,132	309,199	315,479	6,280	501,571	Assume 8% increase in April on Ops Portion of Fee
Contingency	-	39,700	1,400	38,300	-	-	-	39,200	
TOTAL EXPENDITURES	3,586,532	5,528,314	(1,079,161)	6,607,475	3,375,865	3,333,276	(42,589)	4,206,081	
CHANGE IN FUND BALANCE	516,475	(1,252,589)	(1,029,654)	(2,282,243)	515,022	530,853	(15,830)	(22,164)	
BEGINNING FUND BALANCE	3,569,174	3,950,571	135,077	4,085,648	4,085,648	3,950,571	135,077	1,803,406	
ENDING FUND BALANCE	4,085,648	2,697,982	(894,577)	1,803,406	4,600,671	4,481,423	119,247	1,781,242	
	=	=	=	=	=	=	=	=	
COMPONENTS OF FUND BALANCE:									
Nonspendable	37,305	-	38,200	38,200	450	-	450	40,110	
Restricted - TABOR emergency reserve	81,900	100,148	53,882	154,031	154,031	100,148	53,882	114,763	
Restricted - Debt Covenants	410,695	372,343	14,131	386,474	1,263,969	1,264,963	(994)	312,226	
Restricted - SARIA Projects	-	-	-	-	-	-	-	-	
Assigned - Next Years Budget Deficit	531,800	-	-	-	-	-	-	-	
Assigned - Capital Improv/Replacement	1,050,000	1,075,000	(945,000)	130,000	1,633,572	1,075,000	558,572	250,000	Not adequately funded- should be \$1M plus
Assigned - Parks & Operations	374,219	365,197	(884)	364,313	424,945	384,854	40,091	334,491	
Unassigned	1,599,729	785,295	(54,907)	730,388	1,123,704	1,656,458	(532,754)	729,652	Bare minimum of \$730K (3 months of expenses)
TOTAL ENDING FUND BALANCE	4,085,648	2,697,982	(894,577)	1,803,405	4,600,671	4,481,423	119,247	1,781,242	
	=	=	=	=	=	=	=	=	

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: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
GENERAL FUND									
REVENUE									
Property taxes	1,638,713	1,730,405	-	1,730,405	1,724,901	1,730,405	(5,503)	1,704,772	Adjusted to Maintain Prior Year Total levy
Abatements	-	-	-	-	-	-	-	-	
Specific ownership taxes	114,887	121,128	(12,978)	108,150	62,821	70,658	(7,838)	106,548	Assumes 6.25% of property tax
Interest income	2,155	3,000	29,000	32,000	25,730	2,000	23,730	3,000	
Other income	3,101	-	2,400	2,400	1,918	-	1,918	-	
TOTAL REVENUE	1,758,856	1,854,533	18,422	1,872,955	1,815,370	1,803,063	12,307	1,814,320	
EXPENDITURES									
Accounting - contract	61,755	66,400	(1,800)	68,200	43,632	44,267	635	74,100	
Accounting - special projects	3,017	6,400	(5,600)	12,000	10,572	4,267	(6,306)	12,000	Out of scope of engagement; excess meeting time
Audit	5,000	5,800	800	5,000	5,000	5,800	800	5,800	
County treasurer's fees	24,594	25,956	-	25,956	25,877	25,957	80	25,572	1.5% of property taxes
Director's fees	6,577	12,000	-	12,000	-	-	-	12,000	
Director expenses and equipment	25	2,500	-	2,500	1,244	1,667	423	2,500	2 iPad @\$720; Meeting expenses
Election	109	2,500	(29,170)	31,670	31,670	2,500	(29,170)	35,000	Anticipate 2023 Election commencing
Insurance & bonds	3,836	4,100	(1,559)	5,659	5,659	4,100	(1,559)	6,500	general liability
Legal - contract	62,471	67,900	-	67,900	37,688	45,267	7,579	73,300	
Legal - special projects	124	5,000	-	5,000	-	3,333	3,333	5,000	Out of scope of engagement
Bank Charges	-	-	(700)	700	-	-	-	500	allocate to operations and park fund
Miscellaneous	2,000	4,000	-	4,000	114	2,667	2,553		
Contingency	-	30,000	-	30,000	-	-	-	30,000	For unforeseen expenditures / election
Website	540	1,000	-	1,000	416	500	84	1,000	Maintenance
TOTAL EXPENDITURES	170,047	233,556	(38,029)	271,585	161,872	140,324	(21,548)	283,272	
Excess Revenue Over Expenditures	1,588,809	1,620,977	(19,607)	1,601,370	1,653,499	1,662,739	(9,241)	1,531,048	
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)	(1,043,658)	(3,851,961)	(2,006,751)	(1,978,902)	(27,849)	(1,450,584)	
Total Other Sources / (Uses)	(1,030,713)	(2,808,303)	(1,043,658)	(3,851,961)	(2,006,751)	(1,978,902)	(27,849)	(1,450,584)	
CHANGE IN FUND BALANCE	558,095	(1,187,326)	(1,063,265)	(2,250,591)	(353,253)	(316,163)	(37,090)	80,464	
BEGINNING FUND BALANCE	2,676,683	3,117,721	117,058	3,234,779	3,234,779	3,117,721	117,058	984,188	
ENDING FUND BALANCE	3,234,779	1,930,395	(946,207)	984,188	2,881,526	2,801,558	79,968	1,064,652	
	=	=	=	=	=	=	=		
COMPONENTS OF FUND BALANCE									
Nonspendable	450	-	-	123,800	450	-	450	85,000	
Restricted - TABOR emergency reserve	52,800	70,100	53,700	130,000	123,800	70,100	53,700		
Assigned - Capital Improv/Replacement	1,050,000	1,075,000	(945,000)	-	1,633,572	1,075,000	558,572	250,000	Pool replacement & other
Assigned - Next Years Budget Deficit	531,800	-	-	-	-	-	-	-	Assume 2023 breakeven budget
Restricted - Debt Covenants	-	-	-	-	-	-	-	-	
Unassigned	1,599,729	785,295	(54,907)	730,388	1,123,704	1,656,458	(532,754)	729,652	
TOTAL ENDING FUND BALANCE	3,234,779	1,930,395	(946,207)	984,188	2,881,526	2,801,558	79,968	1,064,652	2,303,118
	=	=	=	=	=	=	=		

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

Modified Accrual Basis

Print Date: 10/6/2022

DEBT SERVICE FUND

REVENUE

Property taxes	1,241,443	1,312,152	-	1,312,152	1,307,979	1,312,152	(4,173)	1,275,534	25 Mills Gallagherized- Lowered to match prior year
Abatements	-	-	-	-	-	-	-	-	
Specific ownership taxes	87,035	78,729	6,561	85,290	47,636	45,925	1,711	76,532	Assumes 7% of property tax
Interest income	896	600	2,600	3,200	2,772	332	2,439	600	

TOTAL REVENUE

EXPENDITURES

Accounting - Special Projects	-	-	-	-	-	-	-	-	
Legal	-	-	-	-	-	-	-	-	
Treasurer's fees	18,632	19,682	-	19,682	19,622	19,681	59	19,133	1.5% of Property Tax Collections
Bond interest - Series 2015	984,581	968,981	-	968,981	484,491	484,491	-	951,581	Per amortization schedule
Bond principal - Series 2015	390,000	435,000	-	435,000	-	-	-	450,000	Per amortization schedule
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	1,000	-	(1,000)	1,200	Series 2015 bonds
Contingency	-	5,000	5,000	-	-	-	-	5,000	

TOTAL EXPENDITURES

Excess Revenue Over Expenditures

OTHER SOURCES / (USES)

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

Total Other Sources / (Uses)

CHANGE IN FUND BALANCE

BEGINNING FUND BALANCE

ENDING FUND BALANCE

COMPONENTS OF FUND BALANCE

2015 Bond Fund	410,695	372,343	14,131	386,474	1,263,969	1,264,963	(994)	312,226	
TOTAL ENDING FUND BALANCE	410,695	372,343	14,131	386,474	1,263,969	1,264,963	(994)	312,226	

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

Modified Accrual Basis

Print Date: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
SARIA FUND									
REVENUE									
Property taxes	49,676	52,477	-	52,477	52,310	52,477	(167)	52,621	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	(2,500)	52,477	52,310	52,477	(167)	55,121	
EXPENDITURES									
Legal - contract	-	-	-	-	-	-	-	-	
Legal - special projects	-	-	-	-	-	-	-	-	
Capital outlay District ARI Improvements	-	-	-	-	-	-	-	-	
Contribution to SARIA Authority	48,930	51,689	-	51,689	51,525	51,689	165	51,831	
Treasurer's fee	746	787	-	787	785	787	2	789	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	2,500	52,477	52,310	52,477	167	55,121	
Excess Revenue Over Expenditures	-	-	-	-	-	-	-	-	
OTHER SOURCES / (USES)									
Transfers (To)/From other Funds	-	-	-	-	-	-	-	-	
Total Other Sources / (Uses)	-	-	-	-	-	-	-	-	
CHANGE IN FUND BALANCE	-	-	-	-	-	-	-	-	
BEGINNING FUND BALANCE	-	-	-	-	-	-	-	-	
ENDING FUND BALANCE	-	-	-	-	-	-	-	-	
	=	=	=	=	=	=	=		

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

Modified Accrual Basis

Print Date: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
OPERATIONS FUND									
REVENUE									
Operations Fees - Houses	252,880	252,720	-	252,720	168,940	168,480	460	252,720	\$20 Per Month
Warning letter fees	-	-	-	-	-	-	-	-	
Working capital fees	4,200	3,000	-	3,000	2,350	2,400	(50)	3,000	\$50 per residential sale
Late charges and collection fees	6,770	14,000	(7,000)	7,000	3,852	9,333	(5,481)	7,000	
Legal - collections	4,878	9,300	(4,050)	5,250	767	6,200	(5,433)	3,500	Assumes 75% of legal collection expense
Design review	-	-	-	-	-	-	-	-	
Violations / Fines	3,475	1,200	2,300	3,500	2,725	800	1,925	3,500	
Interest income	-	-	-	-	-	-	-	-	
Other income	-	-	-	-	-	-	-	-	
TOTAL REVENUE	272,203	280,220	(8,750)	271,470	178,634	187,213	(8,579)	269,720	
EXPENDITURES									
Accounting - Contract - O&M	3,813	4,100	-	4,100	2,727	2,733	6	4,600	
Accounting - Spec Projects - O&M	189	400	(400)	800	655	333	(322)	800	
Design review	-	-	-	-	-	-	-	-	Architect fees @ \$50 / submittal.
Covenant Compliance	42,959	44,500	-	44,500	25,557	29,667	4,110	48,000	AMI
Facilities Management - Contract	18,462	23,000	-	23,000	14,769	14,769	0	24,000	20/65 of YMCA contract
Facilities Management - Spec Projects	-	-	-	-	-	-	-	-	
Billing Service - Late Charges & Collections	1,125	14,000	11,500	2,500	872	9,333	8,461	2,500	
Billing Service - Base Rate	11,682	12,300	-	12,300	7,783	8,200	417	12,900	Amcobi
Legal - Contract	12,494	12,800	-	12,800	7,922	8,533	611	13,400	
Legal - spec projects	1,076	2,400	-	2,400	1,157	1,600	443	2,600	Work out of scope.
Legal - collections	7,512	12,400	5,400	7,000	349	8,267	7,918	7,000	
Bank Charges	1,048	1,200	-	1,200	985	800	(185)	1,200	
Trash removal - Residential	150,322	165,300	10,300	155,000	100,856	110,200	9,344	166,900	per contract, 3% annual increase (built in extra .5% for admin fees)
Contingency	-	14,700	1,400	13,300	-	-	-	14,200	5% of other expenses
TOTAL EXPENDITURES	250,681	307,100	28,200	278,900	163,633	194,436	30,803	298,100	
Excess Revenue Over Expenditures	21,523	(26,880)	19,450	(7,430)	15,001	(7,223)	22,224	(28,380)	
OTHER SOURCES / (USES)									
Transfers (To)/From other Funds	-	-	-	-	-	-	-	-	
Total Other Sources / (Uses)	-	-	-	-	-	-	-	-	
CHANGE IN FUND BALANCE	21,523	(26,880)	19,450	(7,430)	15,001	(7,223)	22,224	(28,380)	
BEGINNING FUND BALANCE	318,651	322,125	18,049	340,174	340,174	322,125	18,049	332,744	
ENDING FUND BALANCE	340,174	295,245	37,499	332,744	355,175	314,903	40,273	304,364	
COMPONENTS OF FUND BALANCE									
Nonspendable	-	-	-	-	-	-	-	-	
Restricted - TABOR emergency reserve	8,200	9,213	(813)	8,400	8,400	9,213	(813)	9,000	
Assigned - Future Operations	331,974	286,032	38,312	324,344	346,775	305,690	41,086	295,364	
TOTAL ENDING FUND BALANCE	340,174	295,245	37,499	332,744	355,175	314,903	40,273	304,364	
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Wheatlands Metropolitan District
Statement of Revenues, Expenditures, &
Changes In Fund Balance
For the Period Indicated

Modified Accrual Basis

Print Date: 10/6/2022

	2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
PARK FUND									
REVENUE									
Working capital fees	8,400	6,000	-	6,000	4,700	4,800	(100)	6,000	\$100 per residential sale
Clubhouse rental fees	3,303	12,000	21,000	33,000	25,515	9,157	16,358	21,000	assumes resumption of normal activity - Increase to \$35.00
Late charges and collection fees	15,234	3,000	7,000	10,000	8,668	2,000	6,668	5,600	
Legal - collection fees	10,976	20,775	(15,775)	5,000	1,726	13,850	(12,124)	3,750	Assumes 75% of legal collection expense
Park fees - Builders - Lots	360	-	-	-	-	-	-	-	
Park fees - Residential Units	568,479	568,620	-	568,620	379,230	379,080	150	568,620	\$45 Per Month
Park fees - Apartment Units	81,120	81,120	-	81,120	54,080	54,080	-	81,120	\$20 Per Month
Grant	-	-	5,649	5,649	5,649	-	5,649	-	Possible grant for 2023 - by mid Oct.
Interest income	-	-	-	-	-	-	-	-	
Sport Field Program Revenue	-	-	-	-	-	-	-	-	
Other income	5,027	3,000	15,300	18,300	6,619	-	6,619	6,000	Based on YMCA Projection snack shack sales; swim team revenue?
TOTAL REVENUE	692,898	694,515	33,174	727,689	486,187	462,967	23,220	692,090	
EXPENDITURES									
Accounting - Contract	11,474	12,500	-	12,500	8,181	8,333	152	13,900	
Accounting - Special Projects	566	1,200	(1,300)	2,500	1,966	1,000	(966)	2,800	
Facilities Management - Contract	41,558	51,700	-	51,700	33,231	33,231	(0)	54,000	45/65 of YMCA contract
Facilities Management - Spec Projects	-	15,000	-	15,000	-	10,000	10,000	15,000	reserve study
Billing Service - Late Charges & Collections	2,530	3,000	-	3,000	1,963	2,000	37	5,600	
Billing Service - Base Rate	26,286	27,700	-	27,700	19,702	18,467	(1,235)	29,100	AmCoBi
Community Activities / Christmas Lights	21,826	24,400	-	24,400	11,075	8,710	(2,365)	22,900	
Insurance	28,773	33,100	(87)	33,187	33,187	33,100	(87)	38,200	Property and allocated liability
Legal - Contract	12,494	12,800	-	12,800	8,403	8,533	130	12,800	
Legal - Special Projects	9,984	2,400	(10,400)	12,800	9,692	1,600	(8,092)	12,000	
Legal - Collections	16,902	27,700	22,700	5,000	737	18,467	17,729	5,000	Based on switching law firms and less collection activity
Bank Charges	2,265	2,400	-	2,400	1,607	1,600	(7)	2,500	
Proposed Facility & Project Planning	1,002	-	-	-	-	-	-	-	
Park - Project Costs	88,081	1,515,000	(639,230)	2,154,230	992,082	1,010,000	17,918	-	Anticipated completion in 2022 - Look at K and look to extend into '23
Sport Field Improvements	-	-	(450,000)	450,000	231,902	-	(231,902)	50,000	For ground work/grading anticipated for 2023
Sport Field Program Expenses	-	-	-	-	-	-	-	-	
Irrigation Repairs & Improvements	39,984	43,300	-	43,300	38,596	35,632	(2,964)	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	107,421	110,200	2,779	191,600	Includes reg event snow removal.
Landscape Improvements - WMD	259,354	100,000	-	100,000	38,700	68,000	29,300	100,000	
Snow Removal	5,576	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	(40,000)	100,000	92,387	40,086	(52,300)	117,203	Kitchenette update included
Parking Lot Maintenance	-	6,500	-	6,500	-	-	-	6,500	
Grounds Maintenance	59,816	86,000	(10,000)	96,000	43,630	57,333	13,704	86,000	per Kevin Cox 08/22
Chemicals & Supplies	13,527	12,000	-	12,000	3,990	12,000	8,010	13,000	
Contract / Lifeguards	141,900	145,200	-	145,200	95,000	95,000	-	156,500	
Equipment Repairs & Replacement	30,460	36,600	12,600	24,000	12,363	24,400	12,037	36,600	
Gas and Electric	27,657	27,300	-	27,300	22,982	18,974	(4,008)	28,100	
Telephone/ WiFi / Cable	276	3,400	2,900	500	-	2,267	2,267	500	
Water and Sewer	151,012	193,000	(57,000)	250,000	146,701	142,434	(4,267)	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	5,086	468,132	309,199	315,479	6,280	501,571	Assume 8% increase in April on Ops Portion of Fee
Community Park Maintenance	14,595	8,900	(7,100)	16,000	14,289	5,933	(8,356)	8,900	
WPRA Support	-	370,600	95,000	275,600	213,574	348,530	134,956	296,500	Landscaping, snow removal, irrig +\$250K WPRA Add'l Funding
Contingency	-	25,000	-	25,000	-	-	-	25,000	
TOTAL EXPENDITURES	1,721,915	3,502,818	(1,076,832)	4,579,650	2,492,938	2,441,869	(51,069)	2,142,674	
Excess Revenue Over Expenditures	(1,029,018)	(2,808,303)	(1,043,658)	(3,851,961)	(2,006,751)	(1,978,902)	(27,849)	(1,450,584)	
<i>Park Fund Continued on Next Page</i>									

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

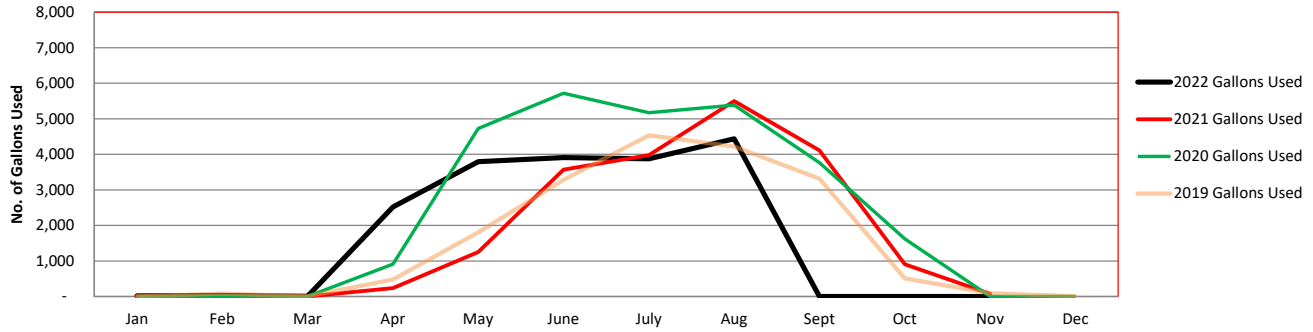
TOTAL ENDING FUND BALANCE

2021 Audited Actual	2022 Adopted Budget	Variance Positive (Neg)	2022 Forecast	YTD Thru 08/31/22 Actual	YTD Thru 08/31/22 Budget	Variance Positive (Negative)	2023 Prelim Budget	Budget Notes/Assumptions
1,030,713	2,808,303	1,043,658	3,851,961	2,006,751	1,978,902	27,849	1,450,584	Transfer from General Fund.
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
1,030,713	2,808,303	1,043,658	3,851,961	2,006,751	1,978,902	27,849	1,450,584	
1,696	-	-	-	-	-	0	-	
98,304	100,000	(0)	100,000	100,000	100,000	-	100,000	
100,000	100,000	-	100,000	100,000	100,000	0	100,000	
=	=	=	=	=	=	=	=	Prepaid Insurance 3% of Revenues Restricted for Emergencies
36,855	-	38,200	38,200	-	-	-	40,110	
20,900	20,835	995	21,831	21,831	20,835	995	20,763	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
42,245	79,165	(39,196)	39,969	78,169	79,165	(995)	39,127	
100,000	100,000	-	100,000	100,000	100,000	(0)	100,000	
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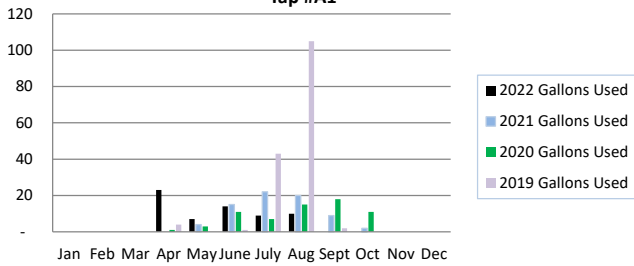
Wheatlands C-Safe vs. Colotrust Interest Calculation

	CSAFE					COLOTRUST					
	Bgn. Bal	Tax Rev. Dep	Withdraws	End Bal	Csafe	Bgn. Bal	Tax Rev. Dep.	Withdraws	End Bal	Colotrust	Difference
2022											
August	4,897,295.48	19,184.06	1,203,388.44	3,713,091.10	6,784.66	4,897,295.48	19,184.06	1,203,388.44	3,713,091.10	6,862.99	
September	3,719,875.76	23,206.50	800,000.00	2,943,082.26	5,377.68	3,719,954.09	23,206.50	800,000.00	2,943,160.59	5,439.91	
October	2,948,459.93	23,206.50	900,000.00	2,071,666.43	3,785.40	2,948,600.50	23,206.50	900,000.00	2,071,807.00	3,829.37	
November	2,075,451.84	23,206.50	1,000,000.00	1,098,658.34	2,007.50	2,075,636.37	23,206.50	1,000,000.00	1,098,842.87	2,031.02	
December	1,100,665.83	23,206.50	150,000.00	973,872.33	1,779.48	1,100,873.88	23,206.50	150,000.00	974,080.38	1,800.41	
Total		112,010.06	4,053,388.44		19,734.72		112,010.06	4,053,388.44		19,963.70	(228.98)
2023											
January	975,651.82	17,000.00	200,000.00	792,651.82	1,448.35	975,880.80	17,000.00	200,000.00	792,880.80	1,465.50	
February	794,100.17	128,000.00	225,000.00	697,100.17	1,273.76	794,346.29	128,000.00	225,000.00	697,346.29	1,288.92	
March	698,373.93	1,100,000.00	250,000.00	1,548,373.93	2,829.23	698,635.22	1,100,000.00	250,000.00	1,548,635.22	2,862.38	
April	1,551,203.16	425,000.00	275,000.00	1,701,203.16	3,108.48	1,551,497.59	425,000.00	275,000.00	1,701,497.59	3,144.92	
May	1,704,311.64	158,000.00	300,000.00	1,562,311.64	2,854.70	1,704,642.51	158,000.00	300,000.00	1,562,642.51	2,888.27	
June	1,565,166.34	48,000.00	325,000.00	1,288,166.34	2,353.77	1,565,530.77	48,000.00	325,000.00	1,288,530.77	2,381.62	
July	1,290,520.11	1,100,000.00	325,000.00	2,065,520.11	3,774.17	1,290,912.40	1,100,000.00	325,000.00	2,065,912.40	3,818.47	
August	2,069,294.28	45,000.00	300,000.00	1,814,294.28	3,315.13	2,069,730.87	45,000.00	300,000.00	1,814,730.87	3,354.21	
September	1,817,609.41	25,700.00	275,000.00	1,568,309.41	2,865.66	1,818,085.07	25,700.00	275,000.00	1,568,785.07	2,899.62	
October	1,571,175.06	19,000.00	250,000.00	1,340,175.06	2,448.80	1,571,684.69	19,000.00	250,000.00	1,340,684.69	2,478.02	
November	1,342,623.87	20,000.00	225,000.00	1,137,623.87	2,078.70	1,343,162.71	20,000.00	225,000.00	1,138,162.71	2,103.69	
December	1,139,702.56	18,000.00	200,000.00	957,702.56	1,749.94	1,140,266.40	18,000.00	200,000.00	958,266.40	1,771.19	
Total		3,103,700.00	3,150,000.00		30,100.68		3,103,700.00	3,150,000.00		30,456.79	(356.11)

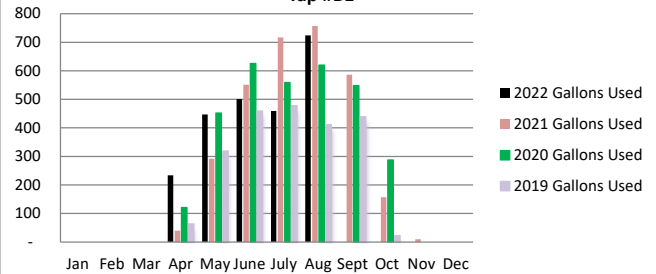
Wheatlands Metropolitan District Total Monthly Usage



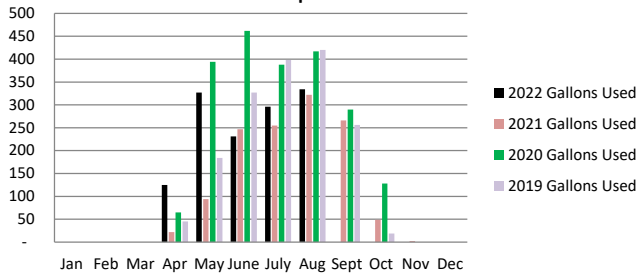
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Tap #A1**



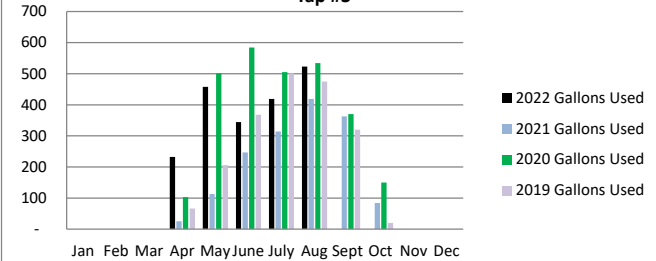
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Tap #B1**



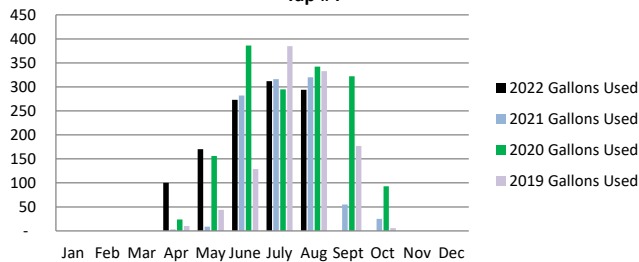
**6636 S IDER ST
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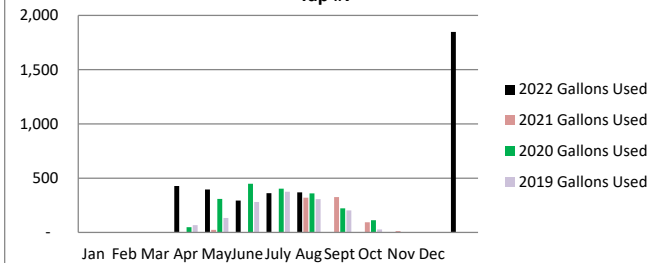
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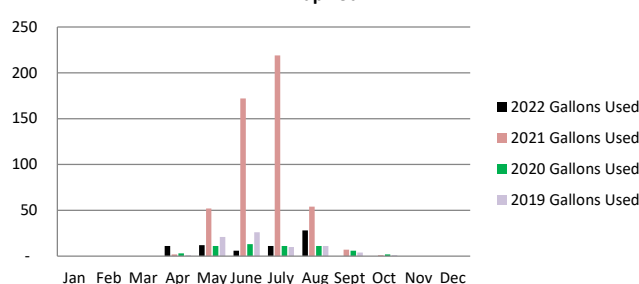
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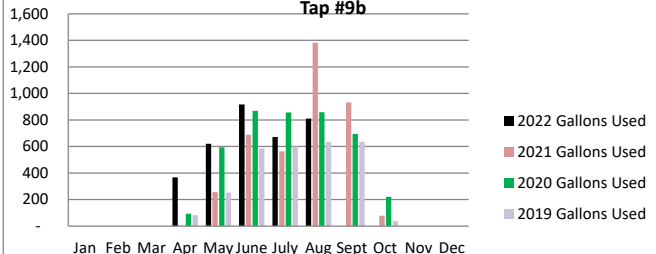
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Tap #7**



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

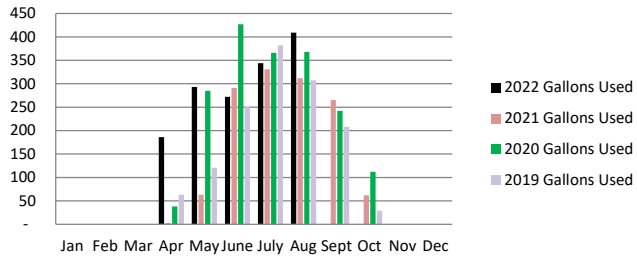


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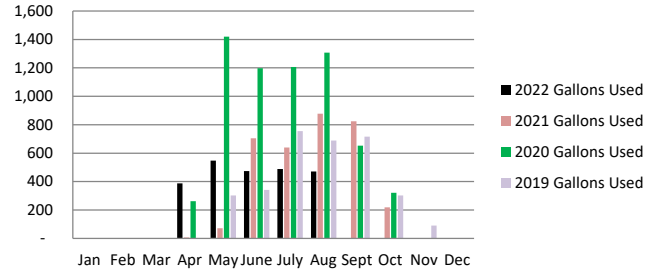


Wheatlands Metropolitan District Total Monthly Usage

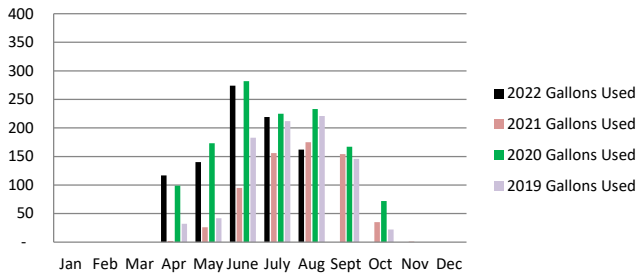
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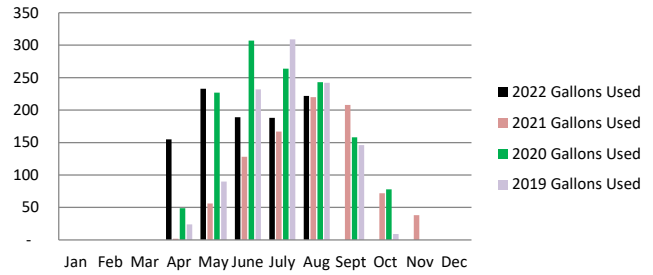
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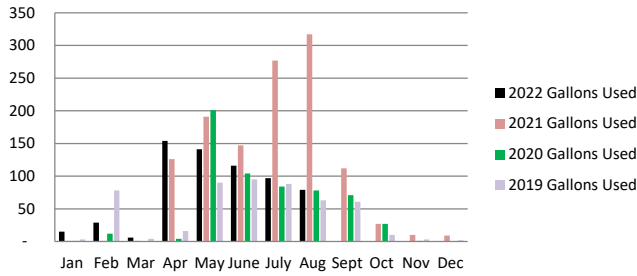
**5908 S POWHATON RD
Tap #12**



**5958 S POWHATON RD
Tap #11**



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



6171 S WHEATLANDS PKY



Landscape Monthly Status Report

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

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

-Weekly mowing, trimming, and edging of turf areas.

-Weed control treatments completed.

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

-Traffic and dead limb pruning in process.

-Clarification of areas around clubhouse entrance and estimate submitted and approved.

-Removal of volunteer Pampas grasses throughout the community in process.

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

-Traffic pruning and dead limb removal in process complete.

-Protective tree wrap on new trees installed.

-Watering bag on new trees installed.

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

-Weekly checking and replacement of trash and dog waste bags with Wheatlands Park being checked 3 times per week.

-Cleaning of park bathroom Mondays and Fridays.

-Detention pond inlet/outlet cleaning completed.

VI. Wood and Rock Mulched Areas-

-Weeds treated and removed.

-Trash removed.

VII. Native Areas-

-Trash removed.

-Beauty band mowing completed.

-Weed control treatments completed however will be on going throughout the season.

VII. Irrigation Systems-

-Upgrades ordered.

-Programming of controllers complete.

-Persistent heat increasing demand.

IX. Landscape Debris Cleanup-

-Complete.

X. Aeration-

-Fall aeration scheduled completed.

XI. Winter Services-

XII. Bio Hazards-

XIII. Damages-

Misc Items –

Estimates-

-North fence on Powhatan plant install to block traffic in process.

-Fence to block AC unit submitted.

-Pool area project to complete the rock area near AC unit submitted.

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

Project	Date	Status
Pool bench area in front of AC unit in process. Waiting for bench itself.	Hopefully before end of the year.	Waiting...
Warranty plants at monuments due to Lesanne finding some missing plants from our warranty planting last month.	September	Working with Lesanne. Some plants are not available and getting substitution ideas from her.

General Comments

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

-Fuel pricing increases are being added to our invoicing outside of contract invoicing.

"Whatever it Takes"

Wheatlands Metropolitan District
c/o Isabel Rodau
YMCA of Metropolitan Denver
27151 E. Lakeview Dr.
Aurora, CO 80016

September 30, 2022

RE: Wheatlands Metropolitan District

Dear Ms. Rodau,

As the end of the aforementioned contract is nearing its expiration date, we would like to offer to add this auto-renewal of the contract for one year, effective May 1, 2023. We are requesting an increase in the annual contract to \$181,906.87 which includes, the Wheatlands Park bathroom maintenance and additional trash and gazebo area cleaning, the detention pond maintenance scope, and the Wheatlands Park and Rec Authority YMCA landscape maintenance only (no snow removal) as well as updated pricing on the included EXHIBIT A. Scope and Services will remain unchanged.

Please sign and date in the area below upon your assent and return the letter back as authorization to continue providing services through the upcoming season.

"Yes, I want to auto renew the landscape maintenance contract for the Wheatlands Metropolitan District."

Signature, Wheatlands Metropolitan District

Date

Please feel free to contact our office if you have any questions or concerns regarding the contract.

Respectfully,

Kevin A. Cox, Owner
Cox Professional Landscape Services, LLC



Professional Landscape Services LLC

"Whatever it Takes"

2023

EXHIBIT A
Contractor Bill Back and Material Costs
Contractor Labor Rates
Effective for 2023 Landscape Season

Labor Rates:

Foreman with a truck	\$65.00 per hour
Native mowing	\$90.00 per hour
Auditor - Irrigation/Water Management	\$100.00 per hour
Backflow testing	\$150.00 per back flow
Emergency call out off hours <i>*two hour minimum*</i>	\$105.00 per hour
Irrigation Technician/Skilled labor	\$ 70.00 per man-hour
General Laborers	\$ 60.00 per man-hour
Chemical applications	\$140.00 per hour
Consulting – Arborist	\$135.00 per hour
Landscape consultation	\$150.00 per hour
Pesticide Applications	\$ Bid per job
Skid steer front end loader	\$225.00 hour

2022 October Agenda

District Business

- Graffiti at park cleaned up
- Playground Bubble window – repaired 9/13
- Parking lot camera – waiting for update
- Park light claim filed
- Meter install update – still waiting for City approval and other documents
- Kitchen and bathroom project
- Edits to the rental contract
 1. Increase hourly rate
 2. Add clause on who is renting the clubhouse
- Blackboard and bench refreshed inside clubhouse
- Clubhouse Parking lot resurfacing – estimate (only received one estimate so far)
- Urban Soccer Field update
- Authority Update
 - ?? Membership numbers 2900 total including individual Wheatlands residents
 - Marketing Update – New members who join during this time will receive \$50 in credit/YMCA Bucks*

Event Recap

- Fall Garage Sale September 23-24th
- Halloween Decorating contest (Jen Cronk wants to add to sponsorship to make each prize \$150)

Upcoming Events

- Halloween Decorating Contest
- October 15th –and Pumpkin Patch/craft and face painter (Jen Cronk sponsoring hot beverage tent (moved to YMCA facility for open house event 10am-2pm)
- November 12th – Murder Mystery Night
- December – Holiday Decorating Contest
- December 11th 4-6pm Stories with Santa, Horse Drawn Carriage Rides, Hot Chocolate and Cookies (Jen Cronk sponsoring)

Phone: 1-800-BLACKTOP
or
Denver: 303-340-4750
Colo. Springs: 719-232-6200



Asphalt Coatings Company, Inc.
P. O. Box 472918
Aurora, CO 80047
Fax: 303-340-4756

Serving Colorado's Front Range Since 1986

CONTRACT

Date 09/06/22

Job Name: YMCA Wheatland Contact: Isabella Rodau Phone: 440-463-3401

Address: 6601 S. Pkwy Aurora Co 80016

Management/Owner Name: _____

Address: _____ Fax / E-mail: Irodau@Denverymca.org

Asphalt Coatings Company, Inc. Representative: Victor Turner Phone: 720-404-1140

We hereby submit specifications and estimates for:

Crack Sealing (396 F)

\$900

Clean all cracks 1/4" or wider with compressed air. Remove weeds from cracks. Crack Seal specified linear feet of cracks with CDOT approved hot pour rubberized crack sealer. Apply black sand to crack sealed areas to prevent vehicle tracking. Transition crack seal (concrete to asphalt) joints will not be sealed unless otherwise stated. *SETTLING OF CRACK SEAL MATERIAL MAY OCCUR, BUT DOES NOT AFFECT PERFORMANCE. ALLIGATORED AREAS WILL NOT BE CRACK SEALED. INFRARED PATCHING IS RECOMMENDED IN THESE AREAS. Asphalt Coatings Company, Inc. recommends Crack Sealing every year to prevent water from entering sub-grade.

Sealcoat

\$7,910

SEALCOATING: 46,534 SF. Clean lot using high powered blowers and wire broom. Oil spots will receive "Tar Lock" to help with the adherence of the sealcoat. Apply sealer using a heavy duty CoalTar/Emulsion blend sealer with recommended additives and fine mesh sand for traction and durability. Clean up area. Work will take approx. 1 day. Apply two coats

Striping

\$1,500

Restripe designated lot with traffic paint utilizing existing layout and color unless otherwise specified.

Excludes: Curbs, Crosswalks or Speedbumps unless otherwise specified.

Return Trip Charge \$450/trip Weekend work \$450/day

To Schedule, please fax signed contract back to office (303) 340-4756. And contact your sales representative and confirm your fax.

Total (Labor and Materials) \$10,310

Down payment of one third upon acceptance with balance due in full upon installation.

Note: 1) One year warranty on workmanship and materials. Warranty shall not apply to cracks, drainage with less than 2% slope or oil spots. 2) All proposals subject to approval of management. 3) All cars and non-stationary objects will be removed from the work areas by customer on scheduled work days by 7:00 am. 4) Legal fees and court costs incurred in the collection of monies owed according to this contract shall be borne by the customer. 5) This contract does not include design or engineering. 6) ACC is not responsible for damages to underground utilities, irrigation, wiring or other buried items that are undisclosed at the time work is performed.

Submitted by: **Victor Turner**

Accepted by:

By: _____

(Purchaser)

(Date)

* The signer serves as authorized agent for owner and binds the written contract. Acceptance of Proposal: The above prices, specifications and Standard Conditions (page 2) are satisfactory and hereby accepted. You are authorized to perform the work specified. Payment will be made as specified above with a 2% monthly interest penalty applying to late payments.



Standard Conditions

1. Subgrade to be received at grade ready, and compacted with proper moisture content. Fine grading from +/-0.10', scarification and/or re-compaction are not included unless noted on proposal.
2. Not responsible for and price does not include the over excavation of soft or unstable sub grade. If requested, Asphalt Coatings Company, (ACC), can stabilize these areas on a time and material basis.
3. Not responsible for drainage or damage where there is less than 2.0% slope.
4. Utility appurtenances to be at finish grade prior to move-in. No utility adjustments are included except as noted on previous page. Utility adjustments if required over +/-3", add \$450.00 for each manhole add \$200.00 for each valve adjustment.
5. Exclusions (unless included on proposal); curb and utility patching, testing, bonds, permits, traffic control, surveying, saw-cutting, demolition, removals, engineering, pavement markings, signage, wheel stops, rotomilling, erosion control (SWMP), export material, crack sealing.
6. Quantities used are approximate and subject to physical measurement. Corrections, if necessary will be made with unit prices applying.
7. **SCOPE OF WORK CHANGES:** ACC will furnish all necessary labor, material and equipment to complete job described in the proposal. Changes in the scope of work shall be in writing. If items of work are to be deleted at Owner's request. Owner shall be responsible for payment to ACC for partially completed work and for costs of specifically ordered material, less salvage value. All added items (extra work) shall be billed to Owner on a time, equipment and material basis. Extra work shall include overruns of asphalt, gravel and other materials necessary due to soft or unstable soil conditions. On request by ACC, Owner agrees to make available at the site its representative to identify and document overruns of material.
8. **OFFER EXPIRATION DATE:** The proposal expires automatically thirty (30) days from date if not accepted within that time.
9. **PRICE:** Due to market conditions, ACC is unable to obtain long-term price commitments from its suppliers of petroleum-based materials and is not willing to guarantee the quoted prices for work to commence later than thirty (30) days from this proposal so that ACC may inform you of any price changes. If work is not performed during ACC current paving season, prices may be increased in the following paving season when the work is completed. ACC normal paving season extends for April to November depending on weather conditions. After ACC has notified you of changes if any, the prices hereunder shall be adjusted accordingly and ACC shall proceed with the work unless at least five (5) days prior to the time for commencement of work you shall deliver to ACC written notice that you are unwilling to accept such changes. In that event the contract shall terminate, provided however, that ACC at its option may elect to proceed and complete the work at contract prices herein provided. If this contract is terminated as provided in this paragraph, you shall promptly pay ACC for all work, if any, performed to the date of termination and ACC shall have no further obligation to perform any further liability. Up to a 10% cancellation penalty may apply when work is cancelled less than 5 days or verbally prior to start date.
10. **CONSTRUCTION LIMITS & UNDERGROUND:** It is your responsibility to provide ACC with surveys, maps and drawings which accurately depict; the location of all property boundaries and the areas on which work is to be performed; the location, extent and depth of all underground utilities, sprinkler systems, wiring, manholes, valves or other installations which are not exposed to view. You shall obtain all approvals, which may be required by utility companies or others having easements or rights-of-way, which may be affected by the work. ACC will not be responsible or liable for damage to underground utilities or other sub-surface improvements or conditions not accurately depicted on surveys, drawings and plans furnished to ACC prior to construction. You shall hold ACC harmless and shall defend it from all claims for damage, costs or expense whatsoever, including attorneys' fees, for any such matters.
11. **GRADING AND DRAINAGE** Unless the job description on this proposals specifically includes site preparation excavation as part of the work to be performed by ACC, you shall be responsible for proper preparation, compaction, and grading of the area on which the work is to be performed prior to commencement of the construction by ACC. The Owner, and its engineers and other contractors, shall be responsible to ensure that all surface accumulations of moisture and water are properly drained off of the location or which work is to be performed by ACC and ACC will not be held responsible for any drainage or any damage where there is less than a 2.0% slope.
12. **ACCEPTANCE OF PROPOSAL:** The person or persons accepting this proposal represent that they are the authorized representative of the Owner, and that permission and authority is hereby granted to ACC to perform such work on those premises.
13. **SOIL STERILIZATION:** It is to be understood that if a soil sterilizer is applied it is an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective. Soil sterilization is not included unless noted on the proposal.
14. **PERFORMANCE:** ACC cannot give assurance as to a completion date since all work is subject to weather conditions, prior commitments of ACC to third parties, mechanical failures, labor difficulties, fuel or material shortages, fire, governmental authority or regulation, acts of God, and any cause beyond its control. In the event ACC is delayed for more than sixty (60) days in the performance of this contract for any of the reasons set forth herein, you shall have the right upon seven (7) days written notice to ACC, to terminate this contract, in which event ACC shall be paid for the work performed by it to the date of such termination and all the parties hereto shall be released of any obligation hereunder. Under no conditions will ACC be held responsible for the following: gravel or asphalt paving installed on projects or areas that are not stable due to excessive moisture, frozen ground, or inclement weather, for rough texture or rough joints when asphalt paving is requested during cold temperatures; for asphalt cracking or failure due to prevailing expansive soil conditions; for settlement of asphalt due to improperly placed or compacted backfill; for the establishing of property corners, dimensions and boundary lines.
15. **GUARANTEE:** All work completed by ACC under this agreement is guaranteed against defects in workmanship or materials for a period of one (1) year from date of installation. There is no warranty on cracks, oil spots, earth movement, sub-grade failure or drainage with less than 2% slope.
16. **PAYMENT TERMS:** The person or persons and the company accepting this proposal each agree to pay ACC the full quoted price with any adjustments provided for herein for the work herein specified. Invoices may be issued monthly for work completed during that month. Each invoice rendered by ACC will be paid when rendered and payment shall be overdue and delinquent thirty (30) days from the date thereof. Interest shall accrue and be payable on delinquent amounts at the rate of 2% per month (an **annual percentage rate of 24%**). And if ACC commences legal proceedings for the collection of any delinquent amounts. Customer will be responsible for all legal fees and court costs incurred in the collection of money. ACC is not responsible for any of customer's legal fees or court costs even if customer receives a favorable court decision.
17. **FINANCIAL RESPONSIBILITY:** If at any time ACC, in its sole judgment, determines that the financial responsibility of the person or persons or the Company accepting this proposal is unsatisfactory, it reserves the right to require payment in advance or satisfactory guarantee that invoices will be paid when due. If any payments are not paid when due, ACC at its option may cancel any unfulfilled portion of the agreement, without further liability, and all work therefore completed shall thereupon be invoiced and be due and payable at once.
18. **PERMIT FEES; TAXES:** Costs for any permits required by any applicable municipal, county, state or other governmental entity for this project and from the Colorado State Sales Tax or any other State, City or County taxes are excluded from the price quoted unless specifically stated otherwise in this agreement.
19. **WATER:** Due to ongoing drought conditions, we will require water for compaction of sub grade and paving. We require a source be provided on site; otherwise we will request a change for additional cost of transporting water to the site and any premium charges for the purchase of water for this project.
20. **EDGE LINE CRACKING:** Cracks may develop along unconfined edges. No warranty is given to these.
21. **LIABILITY:** ACC's liability under this agreement is limited to errors and omissions proximately caused by ACC in the performance of its work as described in this agreement and any change orders and/or additional work performed by ACC (collectively referred to as "ACC's Work"). Any claims against ACC relating to ACC's work shall be limited to the actual damages that directly result from ACC's errors and omissions, provided however, that under no circumstances shall such actual damages exceed the total contract amount to be paid to ACC for ACC's work. The parties to this agreement acknowledge they have allocated the risks inherent in this project, and ACC's price for its work reflects this allocation.



October 5th, 2022

The Architerra Group
Attn: Liz Wolfman
5881 S. Deframe St.
Littleton, CO 80127

RE: Request for Change Order: Wheatlands Park

Liz,

Below is pricing for the changes to Wheatlands Park that you requested.

Remove and Replace Concrete

Saw Cut	1 LS	\$ 150.00
Demo Concrete	405 SF @ \$2/SF	\$ 810.00
Form and Pour Concrete	405 SF @ \$11.48/SF	\$ 4,649.40
Overhead and Profit		<u>\$ 0.00</u>
Total		\$ 5,609.40

Pothole for Light Pole Foundations

Mobilization	1 LS	\$ 300.00
Pothole	8 Hrs @ \$185/Hr.	\$1,480.00
Overhead and Profit		<u>\$ 0.00</u>
Total		\$1,780.00

A handwritten signature in black ink that reads "Eric Sperry".

Eric Sperry
Project Manager

7905 W. 120th Avenue
Broomfield, CO 80020



Grosfillex XA031194, Jamaica Adjustable Sling Chaise Lounge Chair, Sky Blue / White

\$259.85 /ea

* Minimum purchase quantity of 16

16



Add to Cart

From \$24/month with  CREDIT KEY [Prequalify Now!](#)

BUY NOW, PAY LATER FOR BUSINESS

59

<https://www.gofoodservice.com/p/grosfillex-xa031194>

Active Membership Count: AUR - 05.03KC

As of 2022-10-05 22:18:34 Mountain Standard Time/MST • Generated by Kimberly Ari

Filtered By

Show: All memberships

Membership Status equals Active

Membership Type does not contain Black,Wheatlands

Record Type equals Standard Membership

Membership Type: Membership Report Filter equals Aurora YMCA

MT: Location ↑	Membership Type ↑	Record Count
Aurora YMCA (AUR)	Adult Pre-pay Annual (AUR)	3
	Y-Premium Annual Individual (AUR)	3
	Y-Premium Individual (AUR)	76
	Y-Starter Annual (AUR)	5
	Y-Starter (AUR)	192
	Y-Premium Annual Couple (AUR)	14
	Y-Premium Household (AUR)	676
	Y-Premium Annual Household (AUR)	93
	Y-Premium Couple (AUR)	209
	Household Standard (Grandfathered) (AUR)	35
	Household (Grandfathered) (AUR)	6
	Household Standard (AUR)	1132
	Couple Standard (AUR)	101
	Individual Standard (AUR)	144
	Y Your Way (AUR)	65
	Virtual (AUR)	4
	Household Pre-pay Annual (AUR)	33
	Household (AUR)	4
	Individual Basic (AUR)	22
	Adult (AUR)	7
Total		2824

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Budget Summary for Wheatlands 2023

District Management & Clubhouse Coverage – COST \$84,150 per year

12 monthly payments of \$7,012.50 due monthly Jan – Dec 2023:

Includes district management services, rental reservations and rental checkouts as needed.

Pool – COST \$156,438 per year

12 monthly payments of \$13,036.50 due monthly Jan - Dec 2023:

The 2023 lifeguard coverage schedule as follows:

May 27 – August 8, 2023:

Four (4) Lifeguards 10am-8pm with two (2) peak guards daily for six (6) hours each

August 9 – September 4:

Four (4) lifeguards 10am-8pm Sat & Sun and three (3) lifeguards Mon-Fri from 4-8pm.

Does not include any gate guards

Pool closes at 5pm on July 4

Pool closes for the season on Sept 4

Any extension of the pool season from September 5th through September 24th shall be subject to the District's written approval no later than August 1st, 2023, and the following rates and schedule shall apply, subject to staffing availability:

September 9-10: 3 lifeguards 12pm-5pm = \$900

September 16-17: 3 lifeguards 12pm-5pm = \$900

September 23-24: 3 lifeguards 12pm-5pm = \$900

Monday-Friday shall be at swim at your own risk with signed waivers from 12pm to 4pm. No lifeguard will be present during these times. Contractor shall perform chemical checks daily at a rate of \$225 per week. Contractor shall perform additional chemical checks after each swim-team practice at a rate of \$75.

The above rates shall be billed in addition to the monthly fee installment payable for October 2023.

Includes pool opening and winterization.

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
9/9/2022	1628

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

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
Aluminum fence to be installed around existing a./c. unit at Wheatlands swimming pool complex- to include 4' side opening gate to allow access to repair a./c. unit.			
48" High Aluminum Fence - matte brown 14' x 10' in size with sides attached to clubhouse building and outside shed. Attached to concrete pavers.	34	ft	3,242.92
General Landscape Labor	15		1,125.00
This proposal and estimate is good for thirty (30) days from the date of issue.			
Acceptance of Contract			
By my signature below I do hereby accept this proposal dated _____ as presented.			
Signature: _____ Date _____			
Please Print Name _____			
		Total	\$4,367.92

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 #
10/3/2022	1657

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

Ship To

Project
2022 Enhancements

Description	Qty	U/M	Total
Wooden fence to be installed around existing a./c. unit at Wheatlands swimming pool complex- to include 4' side opening gate to allow access to repair a./c. unit. Fence to match boys bathroom located to one side.			
Total of 48 feet with sides attached to clubhouse building and outside shed- allowance made for 3' service entry gate. Attached to concrete pavers and painted to match bathroom.			
Wheatlands Spec fence installed- attach sides to clubhouse building and bathroom. Paint to match bathroom	34	ft	1,689.12
General Landscape Labor	32		2,400.00
This proposal and estimate is good for thirty (30) days from the date of issue.			
Acceptance of Contract			
By my signature below I do hereby accept this proposal dated _____ as presented.			
Signature: _____ Date _____			
Please Print Name _____			
		Total	\$4,089.12

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com



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LICENSE AGREEMENT
(Wheatlands Metropolitan District Portable Synthetic Turf)

This LICENSE AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2022, by and between the **WHEATLANDS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”), and the **WHEATLANDS PARK AND RECREATION AUTHORITY** (“Grantor”), a contractually established entity and political subdivision of the State of Colorado (individually a “Party,” and together the “Parties”).

WHEREAS, the Grantee was formed and exists as a special district pursuant to § 32-1-101, et seq., C.R.S., generally for the purposes of providing certain public improvements, facilities and services to and for the use and benefit of the Grantee, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d), C.R.S., the Grantee is permitted to enter into contracts affecting its affairs; and

WHEREAS, the Grantor was formed pursuant to an intergovernmental agreement, as amended, consistent with the provisions of § 29-1-203, C.R.S. (the “Establishing Agreement”), generally for the purposes of providing recreation center facilities and related park and recreation improvements and services for the benefit of the Grantor and its residents, users, property owners and the public, and, pursuant to the Establishing Agreement, the Grantor is permitted to enter into contracts affecting its affairs; and

WHEREAS, Grantor is the owner of certain real property located in Arapahoe County, Colorado, more particularly described and depicted in Exhibit A attached hereto (“Licensed Area”); and

WHEREAS, Grantor, through a third-party management agreement with the Young Men’s Christian Association of Metropolitan Denver D/B/A YMCA of Metropolitan Denver, a 501(c)(3) organization (the “YMCA”), operates a recreation center located adjacent to the Licensed Property and provides and carries out various recreation services and activities; and

WHEREAS, as further set forth herein, Grantee desires to obtain a license over and across the Licensed Area for the purposes of installing and maintaining during the term of this Agreement a removable synthetic turf activity surface for the purpose of allowing recreation activities thereon; and

WHEREAS, Grantor is willing to grant a license in favor of Grantee pursuant to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of License. Subject to and in consideration of the terms and conditions set forth herein, and other good and valuable consideration, Grantor grants unto Grantee and its authorized agents and contractors a temporary, non-exclusive license over and across the Licensed Area ("License") for the purposes of allowing Grantee to install and maintain during the term of this Agreement a removable synthetic turf activity surface for the purpose of allowing recreational activities thereon. The removable synthetic turf activity surface, including any and all components, hardware, personal property and appurtenances related thereto and thereof, shall be referred to as the "Turf." Grantor also grants to Grantee and its authorized agents and contractors a temporary, non-exclusive license over and across those portions of Grantor's property adjacent to the Licensed Area as reasonably necessary to allow access to and from the Licensed Area to install and maintain the Turf, including but not limited to for the temporary storage of materials, equipment and/or other necessary items.

2. Use of Turf and Licensed Area. In consideration of the License granted herein, Grantor shall be permitted during the term of this License to utilize the Turf to carry out certain park and recreation services and activities thereon, including but not limited to recreation programs put on by the Grantor and/or the YMCA (the "Recreation Activities"). Grantor agrees that all Recreation Activities will comply with all applicable laws, rules, regulations and guidelines of Grantor, Grantee, the YMCA, and any other applicable governmental entity having jurisdiction over the Recreation Activities, as the same may be amended from time-to-time. Grantor shall not have any responsibility for the routine maintenance of the Turf, and shall not be responsible for any damage caused by normal wear and tear to the Turf caused by the Recreation Activities; provided, Grantor shall be responsible for repairing any damage caused to the Turf by the Recreation Activities beyond normal wear and tear, including but not limited to intentional or reckless damage.

Grantee shall also be permitted, from time-to-time, to utilize the Turf for the purposes of conducting various recreation activities or events for the benefit of Grantee and its residents and constituents. Grantor and Grantee agree they will cooperate in good faith to coordinate their expected use of the Turf, and that of the YMCA, in order to avoid conflicting schedules, activities and events, and to maximize the use of the Turf for the benefit of the residents, constituents, members and patrons of Grantor, Grantee, and the YMCA, as applicable.

3. Limited Rights of Grantor; No Liens or Other Encumbrances. The Parties expressly understand and agree that the Turf shall remain the sole property of the Grantee and the installation of the Turf on the Licensed Area shall be temporary only, such that the Turf shall not be considered a fixture or fixed installation of any kind. Grantor's right to utilize the Turf is limited to the Recreation Activities as described in this Agreement. Grantor shall not have any ownership rights whatsoever in the Turf and shall not have any right to lien, offer as collateral, or encumber the Turf, or grant or assign to any third-party, except for the YMCA to use for the Recreation Activities as described herein, any rights to the Turf in any way.

4. Term of License. The term of this Agreement shall begin on the date first set forth above and shall be in full force and effect until December 31, 2027 (the "Initial Term"); provided, this Agreement will automatically renew for successive terms of one (1) year (each, a "Renewal Term") following the expiration of the Initial Term and any Renewal Term for up to five (5)

additional years until December 31, 2032, unless either Party decides that it does not wish to renew this Agreement before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other Party in writing at least 30 days before the completion of the Initial Term or Renewal Term, as applicable. This Agreement may be terminated at any time by Grantee with or without cause upon 90 days written notice to Grantor.

5. Use and Restoration of Licensed Area and Turf. Grantee shall remove the Turf from the Licensed Area upon or prior to termination of this Agreement for any reason, and Grantee shall maintain and/or restore the Licensed Area after termination of this Agreement, including the surface of the ground and any landscaping beneath the Turf, in or to as good a condition as it was prior to Grantee's entry into or use of the Licensed Area pursuant to this Agreement, normal wear and tear, weathering, and aging excepted. Grantee and Grantor agree to cooperate in good faith to ensure that proper steps are taken to ensure that the Licensed Area and the Turf is not being overused or misused, and that authorized users are properly using the Turf to ensure longevity of the Turf. In the event either Grantor or Grantee becomes concerned at any time that the Recreation Activities or other use of the Turf will cause or are causing damage to the Licensed Area and/or the Turf for any reason, including but not limited to adverse weather conditions, adverse ground conditions, and/or excess usage, Grantor and Grantee agree that they will suspend the Recreation Activities or other uses and the Parties will meet and confer in good faith to determine the most appropriate course of action to allow both the continuation of the Recreation Activities and the protection of the Turf to the fullest extent possible.

6. Indemnification. To the extent permitted by law, each Party hereby agrees to indemnify and hold harmless the other Party, its officers, agents, employees and insurers against any liability, lien or other encumbrance, loss, damage, demand, action, cause of action or expense of whatever nature which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of such Party's, or its agent's or invitee's, including but not limited to the YMCA as applicable to Grantor, use and occupancy of the Licensed Area or Turf, or failure to fulfill the terms and conditions of this Agreement. Notwithstanding the foregoing, neither Party shall have indemnity obligations hereunder with respect to any claim to the extent such claim arises out of the acts, omissions, negligence or misconduct of the other Party.

7. Insurance.

a. General Liability Insurance. The Parties understand and acknowledge that the Turf will be primarily utilized by the Grantor and the YMCA for the Recreation Activities. Therefore, the Parties agree that Grantor and/or its agents, including but not limited to the YMCA, shall be responsible for carrying primary liability insurance coverage in amounts and coverages mutually agreeable to the Parties for the use and occupancy of the Licensed Area and the Turf, and the Recreation Activities. Grantor and/or the YMCA, as applicable, shall add Grantee as an additional insured under the foregoing liability insurance policy(ies) and shall keep such insurance in effect at all times during the term of this Agreement Activities. Grantee shall not have any responsibility for insuring the Licensed Area or providing insurance coverage for the Recreation Activities generally, such responsibility to remain with Grantor in Grantor's discretion as owner of the Licensed Area.

b. Property Insurance for Turf. In consideration of Grantee allowing Grantor and/or the YMCA to utilize the Turf, Grantor agrees that it will, during the term of this Agreement and at its own cost, carry property insurance coverage specifically for the Turf in amounts and coverages mutually agreeable to the Parties, but such coverage amount to be not less than the initial total cost of the Turf. Grantee may obtain insurance coverage, in its discretion, for the Turf in addition to that obtained by Grantor, but Grantor's required insurance coverage shall be primary to any such coverage obtained by Grantee.

8. Governmental Immunity. Nothing herein shall be construed as prohibiting Grantor or Grantee from asserting the protections and monetary limits of the Colorado Governmental Immunity Act as set forth at C.R.S. §§ 24-10-101, *et seq.*, as such Act now exists or may be hereafter amended, and nothing within this Agreement shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits or protections afforded governmental entities under either state or federal law.

9. Notice. Any notice required under this License shall be in writing and mailed by certified mail to the respective Parties at the following addresses:

If to Grantor: Wheatlands Park and Recreation Authority
6601 S. Wheatlands Parkway
Aurora, CO 80016

With a copy to: White Bear Ankele Tanaka & Waldron
Attn: Blair M. Dickhoner, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

If to Grantee: Wheatlands Metropolitan District
6601 S. Wheatlands Parkway
Aurora, CO 80016

With a copies to: White Bear Ankele Tanaka & Waldron
Attn: Clint C. Waldron, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203

In addition to the foregoing, Grantor and Grantee will each provide the other with current contact information and update the same from time-to-time, including phone numbers and email addresses, for each Party's appropriate contact in order to reasonably coordinate and facilitate the performance of recreation services contemplated in this Agreement.

10. Entire Agreement. This Agreement contains the final and entire agreement between the Parties hereto and no Party shall be bound by any conditions, statements or representations, oral or written, not herein contained.

11. Amendment. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the Parties hereto, their successors or assigns.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their permitted successors and assigns.

13. License Not Exclusive. This License is not exclusive to Grantee. Grantor shall have the right to enter upon the Licensed Area for its own purposes, or to permit others to enter upon the Licensed Area.

14. Assignment. This rights and privileges hereunder are personal in nature and shall not be assignable by either Party in whole or in part without the other Party's written consent. Any assignment without such consent shall be void *ab initio*.

15. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the Grantor and Grantee and/or its agents any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Grantor and Grantee shall be for the sole and exclusive benefit of the Grantor and Grantee. It is the express intention of the Grantor and Grantee that any person other than the Grantor and Grantee shall be deemed to be an incidental beneficiary only.

16. Captions. The captions of each paragraph of this Agreement are added as a matter of convenience only and shall be considered of no effect in the interpretation or construction of any provision or provisions of this Agreement.

17. No Recording. This Agreement shall not be recorded. In the event that this Agreement is recorded, Grantee shall furnish a quitclaim deed or release of its interest, if any, in the Licensed Area, at the end of the Term.

18. Counterparts; Electronic Execution. This Agreement may be executed in multiple counterparts, and the signature of a Party affixed to a counterpart signature of the other Party shall be deemed to constitute execution of this Agreement. The Parties acknowledge and agree that this Agreement and all related documents may be executed by electronic means, which electronic signatures shall be considered as original signatures for all purposes and shall have the same force and effect as original signatures.

[end of text; remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

**GRANTEE:
WHEATLANDS METROPOLITAN DISTRICT**

By: _____

Name: _____

Its: _____

**GRANTOR:
WHEATLANDS PARK AND RECREATION
AUTHORITY**

By: _____

Name: _____

Its: _____

EXHIBIT A

Licensed Area

