

WHEATLANDS METROPOLITAN DISTRICT
REGULAR MEETING
Wheatlands Clubhouse, 6601 S. Wheatlands Parkway, Aurora, Colorado
March 9, 2023 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/ Conflict of Interest 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 February 9, 2023 Regular Meeting
 - b. Ratify Independent Contractor Agreement with Courtesy Plumbing & Heating for Water Heater Replacement in the amount of \$28,643.00
 - c. Ratify First Amendment to Independent Contractor Agreement with YMCA for District Management Services and Clubhouse Management & Programming
 - d. Ratify First Amendment to Independent Contractor Agreement with YMCA for Pool Maintenance and Staffing
 - e. Ratify First Amendment to Independent Contractor Agreement with Apex Plumbing for Water Meter Installation Services
 - f. Ratify Independent Contractor Agreement with Saquimux Services, LLC for Clubhouse Cleaning Services
 - g. Ratify First Amendment to Independent Contractor Agreement with LEO Renovations, LLC for Clubhouse Remodel Services
 - h. Consider Approval of Pay Application No. 10
6. Covenant Enforcement/Design Review
 - a. Review Architectural Review and Covenant Enforcement Reports
7. Financial Matters
 - a. Review Unaudited Financial Statements and Approve Payment of Claims
 - b. Other Financial Matters
8. Landscape Maintenance
 - a. Review Landscape Maintenance Report and Status of Approved Work Orders

- b. Review and Consider Approval of Work Orders/Proposals
 - c. Other Landscape Maintenance Matters
- 9. Legal Matters
 - a. Update on May Director's Election
 - b. Other Legal Matters
- 10. District Management
 - a. Review District Manager's Report
 - b. Other Management Items
- 11. Capital Projects
 - a. Update on Kitchen and Bathroom Remodel
 - b. Urban Soccer Fields Update
- 12. Director's Items
 - a. Wheatlands Park and Recreation Authority Update
 - b. Review and Discuss Board Emails Received (board@wheatlandsmetro.org)
 - c. Other Director Items
- 13. Other Business
- 14. Adjourn

2023 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: February 9, 2023 at 6:00 p.m., at 6601 S. Wheatlands
Parkway, Aurora, CO.

Attendance

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

Paulette Martin
Kathy Barela
Rodney DeWalt
Sameer Bhatnagar
Brooke Holliman

Also present were: Clint C. Waldron, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; James Shultz, Marchetti and Weaver, District Accountant; Sharon Sulzle (*for a portion of the meeting*), AMI HOA; and Isabell Rodau, YMCA, District Manager, and Kimberly Armitage, YMCA.

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 a motion duly made and seconded, the Board unanimously approved the agenda, as amended.
Public Comment	None.
Consent Agenda	<p>The Board reviewed the items on the consent agenda. Mr. Waldron advised the Board that an item may be removed from the consent agenda to the regular agenda upon the request of any director. Upon motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified and adopted:</p> <ul style="list-style-type: none"> a. Minutes from January 12, 2023 Regular Meeting; and b. Proposal for Unit Heater Replacement.
Covenant Enforcement/Design Review	
Review Architectural Review and Covenant Enforcement Reports	Ms. Sulzle reviewed the executive summary with the Board noting there are currently 66 open violations and there were nine new design review requests. The Board asked that information on the City's drought-tolerant waterwise landscaping rebate program be included in the next newsletter. Ms. Suzle also noted the tree list had been updated by Mr. Howey. The list and changes to the guidelines will be included in the next meeting packet. The Board discussed the damage to the trees that were topped. The Board requested Ms. Rodau file a police report and pursue restitution for the damage.
Financial Matters	
Review Unaudited Financial Statements and Approve Payment of Claims	Mr. Shultz reviewed the November 30, 2022 Unaudited Financial Statements and the accounts payable list with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the accounts payable.
Public Hearing on 2022 Budget Amendment	Director Martin opened the public hearing on the 2022 Budget Amendment. Mr. Waldron noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Consider Adoption of
Resolution Amending 2022
Budget

Mr. Shultz reviewed the Resolution Amending the 2022 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution amending the General Fund to \$4,189,274 and the Park Fund to \$4,611,048.

Other Financial Matters

None.

Landscape Maintenance

Review Landscape
Maintenance Report and
Status of Approved Work
Orders

Mr. Cox reviewed the Landscape Maintenance Report with the Board. He noted he is still waiting on the freeze damage repairs to the park bathroom and the bathroom is closed until the repairs are complete.

Review and Consider
Approval of Work
Orders/Proposals

The Board reviewed Estimate #1727 for the purchase of three large pots to be purchased and installed by the air conditioning unit. Following discussion, upon a motion duly made and seconded, the Board unanimously approved Estimate #1727 in the amount of \$4,417.

Other Landscape
Maintenance Matters

None.

Legal Matters

Consider Approval of
Independent Contractor
Agreement with Cox
Professional Landscape
Services LLC for 2023-2024
Landscape Maintenance
Services

Mr. Waldron reviewed the Independent Contractor Agreement with Cox Professional Landscape Services LLC for 2023-2024 Landscape Maintenance Services with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement.

Oil and Gas Lease Follow Up

The Board discussed the status of the proposed oil and gas lease and determined to postpone any discussion until a later date. The Board would like to continue to provide the residents information about the proposed drilling as it is received.

Other Legal Matters

None.

District Management

Review District Manager's
Report

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

Discussion Regarding Preventative Maintenance on Heaters	The Board reviewed the proposal from Pool Doctor for preventative maintenance on the pool heaters. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Pool Doctor proposal.
Discussion Regarding VGB Drain	The Board reviewed the proposal for the replacement of the VGB drain. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the VGB drain proposal.
Discussion Regarding Water Heater Replacement	The Board reviewed the proposal for the water heater replacement. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the water heater replacement not to exceed \$29,970. Ms. Rodau will solicit additional proposals.
Discussion Regarding Pots Around the Bench and Air Conditioning Fence	The Board addressed this matter while discussing Landscape Matters.
Other Management Items	None.

Capital Projects

Update on Kitchen and Bathroom Remodel	Ms. Rodau provided an update on the kitchen and bathroom remodel to the Board.
Wheatlands Park Phase II – Discuss Grand Opening	The Board reviewed the update from Architerra. It was noted the shelter was finished on February 3, 2023, the final inspection took place February 8, 2023 and the inspection on the shelter will happen today, February 9, 2023. The contractor notified the masons at the beginning of the week and they should be out there in the next couple of weeks. Once the masons are finished, the crusher fines will be touched up and the fence will be removed.
Urban Soccer Fields	
Update on Site Work	The Board reviewed Amendment No. 1 to the Elevation Consulting Contract. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment.
Discussion Regarding Urban Soccer Field Subcommittee	Ms. Barela noted the subcommittee is recommending all revenue from the fields should go to the Wheatlands Park and Recreation Authority.

Director's Items

Wheatlands Park and
Recreation Authority Update

Ms. Armitage addressed questions from the Board on the program and membership report. She noted that the repairs from the pipe freezing should begin next week. The Board inquired about any meetings with the bank, and Ms. Armitage responded there have not been any meetings with the bank. The Board also asked about increasing the popular programming. Ms. Barela asked about the website links and required updates. Ms. Armitage noted that they have new software that should fix the issues they've had with the website.

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

None.

Other Director Items

None.

Other Business

None.

Adjourn

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

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

Secretary for the Meeting

The foregoing minutes were approved the 9th day of March, 2023.

INDEPENDENT CONTRACTOR AGREEMENT (WATER HEATER REPLACEMENT SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of February 2023, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and AFFORDABLE SERVICES CORP. d/b/a COURTESY PLUMBING & HEATING, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate

the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023.

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

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

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the

Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or

any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

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

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

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

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

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

and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

11. **CONTRACTOR'S INSURANCE.**

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

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

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District:	Wheatlands Metropolitan District YMCA at Wheatlands 6100 S. Kewaunee Way Aurora, CO 80016 Attention: Isabell Rodau Phone: (720) 524-2763 Email: irodau@denverymca.org
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron, Esq. Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
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Contractor:	Affordable Services Corp. d/b/a Courtesy Plumbing & Heating 9275 N Elm Ct Federal Heights, CO 80260 Attention: Joe Putnam
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Phone: (303) 688-0597
Email: Denverdispatch@aphinc.net

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

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

in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

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

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

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

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

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

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

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

[Signature pages follow]

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


DISTRICT:

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



Officer of the District

ATTEST:



Brooke Holliman (Feb 17, 2023 17:32 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Water Heater
Replacement Services with Courtesy Plumbing & Heating, dated February 9, 2023***

AFFORDABLE SERVICES CORP. d/b/a
COURTESY PLUMBING & HEATING, a
Colorado corporation

Title

STATE OF COLORADO

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by _____, as the _____ of Affordable Services Corp. d/b/a Courtesy Plumbing & Heating, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Water Heater Replacement Services with Wheatlands Metropolitan District, dated February 9, 2023

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

WHEN YOU NEED HELP, YOU DESERVE COURTESY



Courtesy Plumbing & Heating
1410 Park St. Suite F
Castle Rock, CO 80109

Phone: (303) 688-0597
dispatch@aphinc.net
courtesyplumbingandheating.com/

Bill to
Wheatlands Metro District
6601 South Wheatlands Parkway
Aurora, CO 80016

Ship to
Wheatlands Metro District
6601 South Wheatlands Parkway
Aurora, CO 80016

Work Order #: 14010

Transaction Date: 2/10/2023

Invoice Due Date: 3/1/2023

Assigned Tech: (S) Samuel B

Terms: COD

Invoice #: i11621

Item	Description	Quantity	Price	Amount
Plumbing Summary	Summary of work performed: Inspected commercial ASME 100 Gallon 250K BTU water heater for replacement. Unit is leaking from T&P valve and is rusted through the bottom of the tank housing. Replacement of unit with like ASME model. ADDITIONAL NEEDS: - Two 3/4" ball valves are leaking - One 1 1/4" ball valve is leaking - Recirc Pump is leaking	1	\$0.00	\$0.00
Subtotal:				\$0.00
Tax:				\$0.00
Total:				\$0.00
Payments:				\$0.00
Balance Due:				\$28,643.00

Quote #: q4725

Item	Description	Quantity	Price	Amount
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Courtesy Plumbing & Heating
1410 Park St. Suite F
Castle Rock, CO 80109

Phone: (303) 688-0597
dispatch@aphinc.net
courtesyplumbingandheating.com/

Item	Description	Quantity	Price	Amount
RPWHI-102-300	<p>Professional Installation of an AO Smith BTH-250 Commercial High Efficient Direct Vented Water Heater - 100 Gallon Natural Gas 240,000 BTU Manufacturer Warranty of 1 Years for Tank & Parts and 1 Year for Labor</p> <p>1. Disconnect Gas and Electric Safely 2. Drain down system and disconnect water connections. 3. Haul away old unit off-site for recycling. 4. Replace recirculation pump, two 3/4" ball valves, and one 1 1/4" ball valve. 5. Set new unit in place and repipe water, gas, and reconnect electric to new unit. 6. Fill unit and test for function and ensure no leaks.</p> <p>Installation includes: - ASME Rated ST-12 Expansion Tank - Grundfos Recirculating Pump - (2) 3/4" Ball Valves - (1) 1 1/4" Ball Valve - T&P Drip Tube - Permit & Inspection</p>	1	\$28,643.00	\$28,643.00

Subtotal: \$28,643.00

Tax: \$0.00

Total: \$28,643.00

Payments: \$0.00

Balance Due: \$28,643.00

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Castle Rock, CO 80109

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dispatch@aphinc.net
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AFFORDABLE SERVICES CORP.
DOING BUSINESS AS COURTESY PLUMBING & HEAT
TERMS & CONDITIONS

[Click here to print a copy of these Terms and Conditions: AFFORDABLE SERVICES CORP](#)

1. **DEFINITIONS.** "You" includes each owner of the property. "We" or "us" refers to Affordable Services Corp., a Colorado corporation doing business as "Affordable Plumbing and Heat, Inc."

2. **BID.** A bid is an offer to perform services and provide materials as defined in the scope of work for a specified price or based on a formula such as a time and materials basis. If the price is not specified as a particular fixed amount, then the price will be computed on a time and materials basis (as described below). Extra work which you may request, or which may be required by public authorities, will be invoiced in accordance with written change orders or, if no change order is prepared, then on a time and materials basis.

3. **ESTIMATE.** An estimate provides our estimation of the cost of a project. It is not a fixed price. Estimates are given when the nature or scope of work may be uncertain, due to concealed conditions, difficulty in assessing problems to be encountered or resolved, or difficulty in determining the means or methods of best accomplishing the work. If we commence work based upon an estimate, and the scope of the project or the value of the time and materials as set forth below substantially exceed the estimate, then you shall pay the higher price as computed on a time and materials basis. If it appears that the price of the project is likely to substantially exceed the amount of the estimate, we will make reasonable efforts to notify you when commercially practical to do so. We may propose a change order, a revised estimate, or a bid. Regardless of whether our contract is based upon a bid or an estimate, if you request that we cease work at any time, you shall nonetheless remain obligated to pay for all labor and materials supplied by us. If you request that we cease work then the price will be fixed as an amount as specified in the contract, or an amount based upon a time and materials basis, whichever is higher.

4. **CONTRACT.** No agreement, whether it is designated as a bid, an estimate, a proposal, or otherwise, shall become a contract binding upon us until it is both signed by you and accepted in writing by an employee of Affordable Plumbing & Heat, Inc. who has the authority of a general manager.

5. **CHANGE ORDERS OR EXTRA WORK.** We are obligated only to perform the specified scope of work. You may request changes or modifications in the scope of the work. These requests may be agreed upon orally or in writing. If agreed upon in writing, the terms of the written change order shall be binding on the parties. However, unless otherwise agreed in writing, all extra labor and materials shall be billed on a time and materials basis.

6. **EXTRA WORK REQUIRED BY A PUBLIC AUTHORITY.** In the event that the applicable public authority or other government agency subsequently requires modifications or additional labor or materials which were not included in the applicable bid or estimate, then the contract price shall be adjusted shall be billed on a time and materials basis. We are not responsible for any special inspections, analysis or reports which are not ordinarily provided by a building inspector.

7. **CONTRACT PRICE.** If the parties have agreed upon a fixed price reflected in a bid signed by both parties, then the price for labor and materials shall be as reflected in that written agreement. Time and Material charges will not be broken out in contract pricing.

8. **TIME AND MATERIALS.** Affordable Plumbing and Heat does not perform a task at Time and Material. If a time and material contract is negotiated all pricing on labor and material will be made clear before hand. Time and material projects will be turned into Contract Price with an agreed upon price by both parties.

9. **PAYMENT.** Unless a different agreement has been reached, a down payment of fifty percent of the total price of the contracts shall be paid promptly after signing the written agreement. We are not obligated to commence work until the agreement is fully signed and the down payment is made and we may cease work immediately if any down payment or progress payment is not made as agreed. Payment is not made until funds clear the bank. Progress payments may be required by separate agreement. In the absence of a specific agreement, we may require that seventy-five percent of the contract price be paid when in our reasonable estimation the work and materials supplied equal seventy-five percent of the project. Any unpaid balance shall be due upon completion.

10. **INSURANCE.** If the balance is expected to be paid by insurance proceeds on an acknowledged claim, We still require balance paid in full on completion of project – Affordable Plumbing and Heat does not do third party billing. If the balance due is not paid by insurance proceeds within that time, then the account will be deemed to be in default, retroactive to the date of completion. In the event that insurance proceeds are expected to cover any part of the contract price, you shall do all things reasonably necessary to ensure that we receive the insurance proceeds as intended by this contract, including but not limited to directing that checks be made payable to us, or immediately indorsing and delivering to us insurance checks for proceeds related to our scope of work. If you receive insurance proceeds



intended to pay any part of the contract price, then you hold them in trust for our benefit. Failure to properly disburse insurance proceeds to us may cause you to be liable for actual or treble damages and attorney fees under the insurance fraud and contractor trust fund laws of the State of Colorado as applicable to owners. You hereby authorize us to communicate with your insurance carrier and meet with their representatives and discuss all matters related to the insurance coverage and the scope of services, and you authorize your insurance company to release to us all information and documents concerning your property, policy, and insurance claim.

11. SCHEDULING. You are responsible for keeping a mutually-agreed upon schedule for the work. If you fail to meet that schedule, by failure to be present at the site, or by failing to do any thing to be prepared for the work to commence (including failure to timely make a payment), then you will pay for the reasonable expense of any of our employees' nonproductive trip(s). We reserve the right to charge a cancellation fee up to \$1,500.00 to cover administration and handling fees.

12. WARRANTIES. We warrant that all materials provided by us shall be as specified and free of defects, and all work shall be completed in a substantially workmanlike manner. THIS WARRANTY EXPIRES ONE YEAR AFTER COMPLETION (DEPENDENT ON SCOPE AND TRADE OF WORK), AND IS IN PLACE OF, AND NOT IN ADDITION TO, ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF QUALITY, OR FITNESS FOR HABITATION OR ANY PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. This warranty shall be void if you (1) fail to pay the full contract price; or (2) fail to provide prompt notice of a warranty claim (within thirty days, or in case of an emergency then as soon as possible) and a reasonable opportunity to correct the problem; or (3) you permit any person or firm other than us to complete, correct, perform or redo any work identified within the original scope of the work of this contract with us. No warranty is given as to the results of drain cleaning or the quality or suitability of parts or plans or specifications which we have not supplied.

13. CORRECTION OR COMPLETION OF WORK. We shall have the irrevocable right to perform all corrective or pick-up work identified by you unless we decline to do so following receipt from you of a specific list of corrective or pick-up work and a reasonable period of time within which to perform the work. You shall not contract with any alternative contractor for the performance or completion of work within the scope of this agreement, nor shall you occupy or use our work until and unless we shall have been provided the notice and opportunity stated above. If you do contract with an alternative contractor to perform the pick-up work or otherwise correct or complete the project, without first affording us the above-described opportunity to do so, or if you commence to use or occupy the space in which we performed the work, you then agree to accept all work and materials "as is" and thereby waive any and all claims, of whatever nature, against us for any defects in performance, including labor, material, and warranty claims of any kind.

14. RESPONSIBILITY FOR PREMISES. At the completion of the project, we will remove all waste materials and rubbish from the site, together with its tools, construction equipment, machinery and surplus materials. You warrant that: all site conditions are known and disclosed; any plans supplied by you are adequate for intended purposes; and the provided address and legal description are correct and adequate for all purposes, including mechanic's liens; you shall carry hazard insurance or bear the loss occasioned by hazard; and you shall not post any notice of nonliability. You shall determine and warrant to us the location of all property lines, underground restrictions or underground utilities, easements or rights of way, pipes, power lines, septic tanks, utility lines or drain fields, and shall indemnify us and hold us harmless from any loss or liability, including attorney fees and costs, resulting from any suits, claims, disputes, losses or problems related to the above. You shall assume complete responsibility for the protection of all landscaping, trees, shrubs, and bedding plants which you wish to preserve, as they may become damaged during the progress of construction. We are not responsible for any drywall, fixtures, structural, or other damage that may occur or be necessary in order to complete the scope of work or any other damage that may occur as a result of the original plumbing, sewer or HVAC system, or other problems related to the premises. We shall not be obligated to correct or repair pre-existing structural deficiencies or problems resulting from such conditions, or the work of others. We are not responsible for any pollution related hazards on property. It is the customer's responsibility to have all pollution mitigated prior to job start. Any pollution discovered after job start is the customer's responsibility and expense to have mitigated. The company takes no accountability.

15. SCOPE OF WORK. Except as indicated specifically on the front of this contract, the following work is not included in this contract: any leveling of tubs, shower bases, or floors; repair of damage occurring from appliance moving/ relocating; any sheet metal work, pipe insulation, or ditch compaction; correction or repairs to sewer lines, or repairs necessitated by equipment getting stuck in the line, to include, but not limited to, cutting into drywall, concrete, or roof; gutter repairs; correction to landscaping or other property damaged in the normal course of work by digging or other operations.

16. DEFAULT AND REMEDIES. Payment is due as required by your contract, and not later than the date of service or completion. In the event of a default in payment, we may in addition to ceasing work, recover all of the contract price which may then be due, together with any lost profit remaining in the contract. Interest shall accrue from the date of completion, upon any balance which remains unpaid, whether the balance is liquidated or unliquidated. Interest shall accrue at the rate of 1.5% per month compounded monthly, or the legally maximum rate of interest, whichever is less. In addition, a late fee of \$10.00 per month may be assessed, and a \$50.00 returned check fee may be assessed for any dishonored checks. Reasonable attorney fees and costs of collection shall be added to the balance due and shall be included in any award or judgment for non-payment.

17. CONFIDENTIALITY. All aspects of any dispute including facts or opinions related to the dispute, and communications related to it, shall be strictly confidential. No party shall disparage the other or publish or circulate or disseminate, verbally or in writing, any negative information about the other, in any public media, social media, emails, news reporting, or other forums whatsoever. No other report shall be made to any person or company. Disclosure of confidential information may be made as reasonably necessary to (a) to attorneys, tax and financial advisors, or (b) to others if so required by lawful subpoena or court order and the adverse party is given ten (10) days'

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Castle Rock, CO 80109

Phone: (303) 688-0597
dispatch@aphinc.net
courtesyplumbingandheating.com/

advance notice of such disclosure and an opportunity to object to same. The effect of circulating disparaging information being difficult to estimate in advance, the parties reasonably estimate in advance that breach of confidentiality involving disparagement of our business will cause approximately \$500.00 per violation, for which damages awards may be issued.

~~18. MECHANIC'S LIENS. Pursuant to Colorado Revised Statutes §38-22-401 et seq. and this agreement, we have a right to claim and enforce a lien on your property for any unpaid balance on your account, including interest and reasonable attorney fees and costs of collection.~~

19. SAFETY. You must exercise special care for the safety of yourself and others. The following are examples. You shall not allow anyone to go into or remain in any work area while any dangerous condition such as an open hole or exposed electrical components are present; or disregard safety barriers, rules or warnings, or allow any other person to do so. You waive, and release us from, any liability for injury or property loss caused by which you might avoid by exercise of reasonable care, and shall indemnify us and hold us harmless from any loss or liability, including attorney fees and costs, resulting from any suits, claims, disputes, losses or problems related to the above.

20. WEATHER AND OTHER RISKS. We shall not be held responsible for any problems caused by lightening, hurricane, tornado, hail, windstorm, and other unusual movement or settlement of a structure or ground, or for acts of God, war, labor strikes, unavailability of materials, mold, or caused by fires, floods or other hazards (including personal injuries to third parties) typically covered by homeowner's or builder's risk insurance. We shall not be responsible for incidental, indirect or special or consequential damages, including but not limited to personal injury to any person as a result of our performance, nonperformance or termination of this contract, whatever the cause, nor for any reason in an amount in excess of the amount paid to us.

21. RESTOCKING FEES. If you order materials and which must be restocked or reordered due to your cancellation, the supplier may charge us a restocking fee. If that happens, you will pay the restocking fee and a reasonable service charge to us equal to the restocking fee, or \$100.00, whichever is greater.

~~22. COMPLETE AGREEMENT. This contract constitutes our entire agreement, and there are no other promises, conditions, representations, warranties (including implied warranties of fitness or suitability) except as stated herein. This contract shall not be modified except in writing. For example, if you wish for us to perform additional work outside the scope of work, including any alteration or deviation from the contract specifications, or in connection with any defects or problems discovered during the course of the job, then we will require a written change order including a reasonable charge for the extra work.~~

~~23. LEGAL ADVICE. We have not given and will not give you legal advice of any kind, and we recommend you obtain the advice of an attorney concerning your legal rights. Please do not sign this contract unless you have read and understood all of it.~~

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Affordable Service Corp

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

DBA Courtesy Plumbing & Heating

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

385 Park Ct

6 City, state, and ZIP code

Castle Rock CO 80104

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

6 1 - 1 7 3 8 0 6 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

1/5/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2023

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

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

PRODUCER CCIG 155 Inverness Drive West Englewood CO 80112	CONTACT NAME: Austin Fields PHONE (A/C, No, Ext): 720-212-2056 E-MAIL ADDRESS: Austin.Fields@thinkccig.com	FAX (A/C, No): 720-212-2056
INSURED Courtesy Plumbing & Heating 9275 Elm Court Federal Heights CO 80260-5205	License#: 45339 AFFOPLU-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nationwide Mutual Ins Co		23787
INSURER B : Depositors Ins. Company		42587
INSURER C : Pinnacol Assurance		41190
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2104825963**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP 3100345516	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP 3100345516	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ACP 3100345516	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			4236829	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			ACP 3100345516	4/1/2022	4/1/2023	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Wheatlands Metro District
6601 South Wheatlands Parkway
Aurora CO 80016

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- B. Section II – Who Is An Insured** is amended to include as an additional insured:

Products–Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering**

CG 72 46 11 15

of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- D.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.** or Paragraph **B.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E.** With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** coverages extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- I. **Employee Bodily Injury To Another Employee**
Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

- J. **Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

- K. **Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

- L. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

NCCI #: WC000313B
Policy #: 4236829

Spartan Management Group & Affordable
1515 Logan Ave
Cheyenne, WY 82001

CCIG
155 Inverness Drive West
Englewood, CO 80112
(303) 799-0110

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: June 16, 2022 Expires on: June 1, 2023
Pinnacol Assurance has issued this endorsement June 16, 2022

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Affordable Services Corp.

is a

Corporation

formed or registered on 05/22/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141315441 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2023 that have been posted, and by documents delivered to this office electronically through 02/15/2023 @ 13:40:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/15/2023 @ 13:40:48 in accordance with applicable law. This certificate is assigned Confirmation Number 14702217 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

**FIRST AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT**
(District Management Services and Clubhouse Management &
Programming)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this “**First Amendment**”) is entered into this 16th day of February, 2023, effective as of February 1, 2023, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER d/b/a YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, the Parties entered into that certain *Independent Contractor Agreement (District Management Services and Clubhouse Management and Programming)* dated November 10, 2022 (the “**Agreement**”); and

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

WHEREAS, the Parties desire to amend the scope of services and compensation schedule set forth in the Agreement to reflect removal of cleaning services.

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

TERMS AND CONDITIONS:

1. AMENDMENT TO SCOPE OF SERVICES AND COMPENSATION SCHEDULE. The Parties hereby amend and restate in its entirety the Scope of Services set forth in Exhibit A to the Agreement with the Scope of Services attached hereto as **Exhibit A** and the Compensation Schedule set forth in Exhibit B to the Agreement with the Compensation Schedule attached hereto as **Exhibit B**. This First Amendment shall be effective February 1, 2023.

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

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

[Signature page follows.]

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:



Brooke Holliman (Feb 17, 2023 17:32 MST)

APPROVED AS TO FORM:

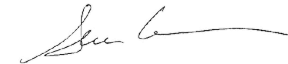
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

CONTRACTOR:

THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN
DENVER d/b/a YMCA OF METROPOLITAN
DENVER, a Colorado non-profit corporation



Sue Glass

Printed Name
President & CEO

Title

EXHIBIT A

SCOPE OF SERVICES

DISTRICT MANAGEMENT SERVICES

The role of the Contractor, hereinafter referred to as the “**Manager**,” is to report to, advise and implement the decisions and policies established by the Board of Directors of the District and manage operations of the District as described below. Please note that operation, maintenance and management of the Pool is specifically excluded from the Scope of Services as those services are provided by separate contract with the Manager. Generally, the Manager will be responsible for providing the following services, as more specifically discussed and supplemented on the following pages:

General Administration

The Manager shall provide general administrative and management services to the District as determined by the Board from time to time. The Manager shall administer District operations including: trash service and landscape maintenance, and provide a meaningful Board/Homeowner/Manager relationship. The Manager shall work with the Board and the Board’s agents including the District’s accountant and attorney to effectively manage the District. The Manager will identify problems or opportunities to deliver services more efficiently or more cost effectively and present alternatives to the Board. In order to provide timely responses to property owners, the Manager will use best efforts to respond to all calls and emails within 24 hours, except for messages left on Saturday or Sunday which shall be returned the following Monday.

Board Meetings

The Manager shall provide administrative support services to the Board including delivering Board packet information to District Counsel at least one week before meetings. The Manager shall attend all Board meetings as requested by the Board in order to report to and advise the Board on matters concerning the District. If the Manager attends more than eight (8) Board meetings per year, additional meetings will be billed at \$50/hour.

Owner Requests

The Manager shall assist in resolving individual owner’s request as they pertain to the District, District facilities and governing rules and regulations, and report to and advise the Board as necessary and appropriate.

District Governing Documents

The Manager shall report to and advise the Board in the development of rules, regulations, guidelines and policies. The Manager is empowered to enforce the rules, regulations, and guidelines of the District. The Manager shall provide oversight for covenant enforcement by Community Preservation Specialists, Inc.

Maintain District Files

The Manager shall maintain records pertaining to trash service, landscape maintenance and other services and contracts of the District involving the Manager, and maintain all such documents in a current status. All such records shall belong to the District.

Owner List

The Manager shall maintain a current and accurate register of owners and such other registers or schedules as may be required by the Board.

Website

The Manager shall advise or maintain the District's website at www.wheatlandsmetro.org as directed by the Board from time to time. The Manager shall coordinate communications (email blasts, newsletters, etc.) to owners and keep a current calendar of events on the District's website.

Additional Duties

The Manager shall complete a monthly inspection and walkthrough of District owned and maintained property and provide an inspection report noting general condition of grounds and facilities and make recommendations for any necessary work. The Manager shall assist with the District's property and asset list for purposes of property insurance.

Contract Administration

The Manager shall report to and advise the Board regarding the maintenance of property, improvements, and equipment of the District, as applicable, and shall administer work orders and contracts as approved by the Board as may be directed by the Board from time to time.

Service Contracting

The Manager shall solicit, analyze, and compare bids, and negotiate contracts for execution by the Board for the services of contractors for any requisite grounds maintenance, landscaping, snow removal, security services, trash service and all other services required by the District, as requested by the Board from time to time. The Manager's role shall be to report to and advise the Board regarding vendors and bids most favorable to the District. The Board shall have the sole discretion and authority to award, terminate or take any official action related to contracts for services within the District. The Manager may charge an additional fee for services as necessary, see Exhibit B.

Monitor Contractor's Performance

The Manager shall review service contractor's performance and recommend changes to the Board based upon experience to provide greater efficiency and lower maintenance effort or cost. The Manager's role shall be to report to and advise the Board regarding service contractor performance. The Manager shall have no authority or discretion to take any action against a service contractor without direction from the Board.

Bid Specifications

The Manager will, at the direction of the Board, prepare bid specifications for grounds maintenance, landscaping, lighting, snow removal, security services, trash service and other services contracts as required. The Manager will develop detailed services request for proposal,

solicit bids for contracts, review bids, check references of bidders, and make recommendations to the Board, as directed by the Board. The Manager's role shall be to report to and advise the Board regarding bid specifications. It is understood that the Board will make all final decisions on contractor selection and termination when bidding is involved.

Maintenance Administration

Work Orders

The Manager will assign work orders to contractors for routine maintenance and repairs as authorized by the Board. The Manager will also provide follow-up to assure that assigned work is satisfactorily completed or reassigned, if necessary. Subcontractors operating under the Manager are directly accountable to the Manager, and invoices for services from subcontractors are to be remitted to and paid for by the Manager, in a timely manner, and will be paid for by the District directly, but may be submitted for reimbursement in accordance with this Agreement.

Supplies

The Manager shall ensure that supplies are purchased for the District, as authorized by the Board. At the Board's discretion, the Manager may obtain supplies directly or through a subcontractor or vendor. Such purchases, as long as they are preauthorized by the Board, will be at the expense of the District. The District authorizes up to \$500 annually for the cost of supplies. Payments and other financial obligations related to supplies owed to subcontractors or vendors that are authorized by the Manager, but not otherwise approved by the Board, or for contractors and vendors not operating under direct contact with the District, shall be the sole responsibility of the Manager, until such time as authorized by the Board. Once said work or service is approved and authorized by the Board, the Manager shall be reimbursed for said expenses, subject to submitting itemized invoices.

Financial Services

The Manager shall provide financial management support to the District. The Manager shall support the District's accountant with accounting and bookkeeping relating to facilities maintenance and service contracts, in a timely manner.

Annual Budget

The Manager shall work in conjunction with the District accountant to provide information necessary for preparation of the annual budget for the District.

Monthly Accounting

The Manager will maintain records showing receipts and expenditures of the District's petty cash fund, if established, and provide accounting reports on a monthly basis. The Manager will review service contractor invoices at the request of the District's accountant to determine completion of the work, accuracy and compliance with any quotes or bids, and advise the accountant on whether payment should be made or held, in accordance with the established and approved workflow, as determined by the Board from time to time.

Home Re-Sale/Refinance or New Sale Coordination

The Manager will provide a New Resident Welcome Letter and Information Package and facilitate membership transfers.

After-Hours Service

The Manager will provide a 24-hour response line, which will be monitored continuously during non-business hours by a representative of the Manager for the purpose of responding to after-hours situations requiring immediate attention. At the discretion of the Manager and in conjunction with guidance provided by the Board, the Manager will assign appropriate independent contractors to resolve the matter.

CLUBHOUSE MANAGEMENT & PROGRAMING

The Manager shall provide the day-to-day management of the Wheatlands Metropolitan District Clubhouse located at 6601 S. Wheatlands Parkway, Aurora, Colorado (the “Clubhouse”).

Management Services

The Manager is responsible for the operation, maintenance and repair of the interior and exterior of the Clubhouse building, systems, and facilities including fire control, HVAC, security, pest control, cable television, and wireless access.

Supplies and Equipment

The Manager shall provide the supplies, equipment, and furnishings required for performance of the duties at the Clubhouse, as approved by the Board of Directors. All equipment, supplies, and furnishings paid for or reimbursed by the District shall be and remain the property of the District, and shall be insured by the District. The Manager shall not dispose of any District property without the prior written consent of the District, except for supplies and other property that are routinely used and consumed in the operation of the Clubhouse. The Manager is responsible for the care and safekeeping of all District property used in connection with the Clubhouse.

User/Resident Access

The Manager shall maintain the District’s user/resident access database and all related work including, but not limited to updating owner information, activating and deactivating key fobs, and reprogramming access points and entries. The Manager shall manage access to and rental of the Clubhouse, including ensuring completion of rental applications, collecting and dispersing rental fees and deposits, and ensuring compliance with policies, rules, regulations, and guidelines of the District.

Maintenance Administration

Work Orders

The Manager will assign work orders to contractors for routine maintenance as authorized by the Board. The Manager will also provide follow-up to assure that assigned work is satisfactorily

completed or reassigned, if necessary. Subcontractors operating under the Manager are directly accountable to the Manager, and invoices for services from subcontractors are to be remitted to the Manager, in a timely manner, and will be paid for by the District directly.

Supplies

The Manager shall ensure that supplies are purchased for the District, as authorized by the Board. At the Board's discretion, the Manager may obtain supplies directly or through a subcontractor or vendor. Such purchases, as long as they are preauthorized by the Board, will be at the expense of the District. The District authorizes up to \$500 annually for the cost of supplies. Payments and other financial obligations related to supplies owed to subcontractors or vendors that are authorized by the Manager, but not otherwise approved by the Board, or for contractors and vendors not operating under direct contact with the District, shall be the sole responsibility of the Manager, until such time as authorized by the Board. Once said work or service is approved and authorized by the Board, the Manager shall be reimbursed for said expenses, subject to submitting itemized invoices.

Programing

The Manager shall provide programming and activities (i.e. movie nights, yoga, art classes, kid's night out, homework help, etc.) to the residents of the community at no additional cost to the District. Fees and charges for any programming and activities shall be paid for directly by the attendee(s), unless otherwise agreed to by the District.

EXHIBIT B

COMPENSATION SCHEDULE

The District shall pay Contractor an annual management fee of \$84,150 in twelve monthly installments of \$7,012.50 for the Services to be performed under this Agreement.

The foregoing includes district management services, rental reservations, and rental checkouts as needed.

The management fee includes checks of the clubhouse, as applicable, after rentals. If additional cleaning is required after a rental, the Contractor will notify the District and the rental party will be billed for additional cleaning fee as set forth in the District's Clubhouse Use Policy.

Services beyond the Scope of Services set forth in Exhibit A shall be provided at a rate negotiated between the District and the Contractor.

**FIRST AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Pool Maintenance & Staffing Services)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this “**First Amendment**”) is entered into this 9th day of February, 2023, and effective as of January 1, 2023, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DENVER d/b/a YMCA OF METROPOLITAN DENVER, a Colorado nonprofit corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, the Parties entered into that certain *Independent Contractor Agreement (Pool Maintenance & Staffing Services)* dated November 10, 2022 (the “**Agreement**”); and

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

WHEREAS, the Parties desire to amend the scope of services and compensation schedule set forth in the Agreement to reflect a change in rate.

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

TERMS AND CONDITIONS:

1. AMENDMENT TO SCOPE OF SERVICES/COMPENSATION SCHEDULE.
The Parties hereby amend and restate in its entirety the first sentence of the Scope of Services/Compensation Schedule set forth on page A-1 of Exhibit A to the Agreement as follows:

For Services provided between January 1, 2023 to midnight on December 31, 2023, the District shall pay Contractor an annual rate of \$166,672.65, which shall be paid in twelve monthly installments of \$13,889.39.

This First Amendment shall be effective January 1, 2023.

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

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

[Signature page follows]


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:



Brooke Holliman (Feb 17, 2023 17:32 MST)

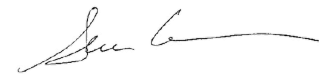
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

CONTRACTOR:
THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN
DENVER d/b/a YMCA OF METROPOLITAN
DENVER, a Colorado non-profit corporation



Sue Glass

Printed Name

President & CEO

Title

**FIRST AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT
(WATER METER INSTALLATION SERVICES)**

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into as of the 16th day of February 2023, effective as of December 31, 2022, by and between the WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and APEX PLUMBING, INC., a Colorado corporation (the “**Contractor**”), collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Water Meter Installation Services)*, dated August 3, 2022 (the “**Agreement**”); and

WHEREAS, the Parties desire extend the termination date of the Agreement.

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

TERMS AND CONDITIONS

1. REVISED TERM/RENEWAL. The Parties hereby extend the termination date in Paragraph 2 of the Agreement to midnight on December 31, 2023.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature page follows.]

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

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

By: Paulette Martin
Officer of the District

ATTEST:

Brooke Holliman
Brooke Holliman (Feb 17, 2023 17:32 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Chad W.
General Counsel to the District

CONTRACTOR:
APEX PLUMBING, INC., a Colorado
corporation

Jim McLemore
By: Jim McLemore
Its: Director of Sales and Marketing

INDEPENDENT CONTRACTOR AGREEMENT (CLUBHOUSE CLEANING SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 16th day of February 2023, effective as of February 1, 2023, by and between WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and SAQUIMUX SERVICES, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate

the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of February 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) or December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

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

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

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

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

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

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

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

11. **CONTRACTOR'S INSURANCE.**

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

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

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District:	Wheatlands Metropolitan District YMCA at Wheatlands 6100 S. Kewaunee Way Aurora, CO 80016 Attention: Isabell Rodau Phone: (720) 524-2763 Email: irodau@denverymca.org
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron, Esq. Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
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Contractor:	Saquimux Services, LLC 21378 E Randolph Pl. Denver, CO 80249 Attention: Juana Saquimux Phone: (720) 877-7951 Email: asaquimux@hotmail.com
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21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

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

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

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

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

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

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

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

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

[Signature pages follow]

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


DISTRICT:

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



Officer of the District


ATTEST:



Brooke Holliman (Feb 17, 2023 17:32 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Clubhouse Cleaning
Services with Saquimux Services, LLC, dated February 16, 2023***

SAQUIMUX SERVICES, LLC, a Colorado
limited liability company

Title

STATE OF COLORADO)
)
COUNTY OF _____) ss.

Witness my hand and official seal.

Notary Public

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EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Contractor will provide the following cleaning services twice per week on Mondays and Thursdays: The days services are provided may be changed upon mutual agreement of the Parties.

Main Room – Kitchen – Back Room

- Clean fingerprints and smudges from all entrance glass doors.
- Vacuum all carpeted areas using a backpack vacuum.
- Vacuum or dust mop all hard surface floors.
- Mop all hard surface floors.
- Empty all trash and recycling receptacles, replace the liners as needed, and remove trash and recycling to a collection point.
- Use Microfiber cloths to dust horizontal surface of desks, tables, etc.
- Spot clean horizontal surfaces for removal of spillage, marks, and coffee rings.
- Clean, disinfect, kitchen countertop, cabinets, tables, and kitchen appliances.
- Clean, disinfect, and polish all sinks and drinking fountains.
- Vacuum couches and chairs.
- Spot clean fingerprints and smudges from partition glass and walls.

Restrooms

- Empty trash receptacles and wash, if necessary.
- Disinfect door handles, partition handles, and light switches.
- Clean and polish all dispensers, mirrors, and fixtures.
- Clean and disinfect sinks, toilets, toilets seats and urinals.
- Spot clean and sanitize walls and partitions around toilets and urinals.
- Restock all paper products and hand soap.
- Sweep and mop floor with disinfectant.
- Empty sanitary napkin receptacle and spray with a disinfectant.

Contractor will provide the following additional cleaning services once per month:

Restrooms

- Clean and sanitize the outside of trash receptacles and dispensers.
- High dust tops of doors, partitions mirrors, and air vents.
- Clean and sanitize restroom partitions and walls around toilets and urinals.

Main Room – Kitchen – Back Room

- Thoroughly dust all vertical surfaces of furniture, including desks, tables, chairs, window sills, etc.
- High dusting of air vents, tops of doors, door frames, ceiling corners, edges, etc.
- Low dusting of all baseboards and chair legs.
- Vacuum upholstered furniture to remove dust and lint.
- Clean spots/smudges from walls, doors, door frames, and light switches.

- Damp wipe horizontal molding, windowsills, and baseboards.

Contractor will provide all the necessary cleaning chemicals and equipment. The District will provide all paper products, hand soap and replacement liners for trash receptacles.

Contractor will perform the cleaning services at a rate of \$760.00 per month.

Any additional cleanings of the facility that are requested by the District will be performed for a fee of \$95.00/cleaning.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Saquimux Sevices LLC

is a

Limited Liability Company

formed or registered on 10/03/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131577389 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/11/2023 that have been posted, and by documents delivered to this office electronically through 02/13/2023 @ 17:18:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/13/2023 @ 17:18:10 in accordance with applicable law. This certificate is assigned Confirmation Number 14696266 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

**FIRST AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT
(CLUBHOUSE REMODEL SERVICES)**

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into as of the 16th day of February 2023, effective as of December 8, 2022, by and between the WHEATLANDS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LEO RENOVATIONS LLC, a Colorado limited liability company (the “**Contractor**”), collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Clubhouse Remodel Services)*, dated December 8, 2022 (the “**Agreement**”); and

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

WHEREAS, the Parties desire to amend the scope of services and compensation schedule to reflect the removal of sales tax.

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

TERMS AND CONDITIONS

1. AMENDMENT TO SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby amend and restate in its entirety the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in Exhibit A attached hereto and incorporated by reference. This First Amendment shall be effective as of December 8, 2022.

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

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

[Signature page follows.]

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

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

By: Paulette Martin
Officer of the District

ATTEST:

Brooke Holliman
Brooke Holliman (Feb 17, 2023 17:32 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Chet W
General Counsel to the District

CONTRACTOR:
LEO RENOVATIONS LLC, a Colorado
limited liability company

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services and Compensation Schedule set forth in the proposal included in this Exhibit A. Any changes to the Scope of Services or Compensation Schedule will be authorized pursuant to work orders approved and executed by an authorized representative of the District and the Contractor.

ESTIMATE



Leo Renovations LLC

1205 Auburn Dr.
Castle Rock , Co. 80109
Phone: (720) 505-9800
Email: leorenovations79@gmail.com

Estimate #	CK&B238
Date	01/04/2023
PO #	YMCA023
Business / Tax #	Leo Renovations LLC #8903

Prepared For

Isabell H Rodau
6601 Wheatlands Parkway
Aurora, Co. 80016
(440) 463-3001
(720) 524-2763

Description	Total
-------------	-------

SCOPE OF WORK	\$14,550.00
---------------	-------------

KITCHENETTE

- Demo of existing cabinets and countertops
- Remove all the wall-mounted items like first aid kits, fire extinguishers, etc., and reinstall them
- Drywall repairs - and smooth out the wall texture and paint
- Keeping existing refrigerator but dispose of old dishwasher and sink
- Some plumbing and Electrical work - move electrical for under counter microwave, align sink plumbing, and install the disposal.
- Installation of new cabinets
- Installation of new countertops
- Installation of new tile backsplash
- Cabinet hardware installation
- Paint the little bit of wall space open

APPLIANCES

- Undermount Sink
- Disposal remove and reinstall
- Faucet
- Air Button
- Microwave
- Refrigerator (keep the same unit)

MATERIALS

- Countertops quartz
- Tile Backsplash
- Grout for BS

- Trim/Schluter
- Hardware
- Under Counter Lighting
- Electrical Outlets
- SW Reposed Gray 7015

CABINET

- KCD Shaker White

SCOPE OF WORK \$12,820.00

BATHROOMS

- Painting the walls from the top of the baseboard tile to the ceiling.
- Paint the existing Partitions Black (same as the pool bathroom partitions)
- Remove wood trim at the ceiling and do any necessary patchwork before painting.
- Plumbing work
- Remove existing vanity countertops, sink, and faucets
- New vanities, sinks, faucets - slabs
- Keep existing Mirrors but install new vanity lights - some electric work if needed.
- 12-yard trash dumpster. Clean up all debris related to the project and hauling.
- All materials and labor are included on this invoice, along with an a12 month-limited warranty (craftsmanship or defective materials)

MATERIALS

- Countertops with under-mount rectangular sink
- Faucets/Drain
- Soap Dispenser
- Light Fixture
- Electrical Outlets

PAINT

- Wall color SW
- Partition Color

Subtotal	\$27,370.00
Total	\$27,370.00
Deposit Due	\$14,369.25

Notes:

A 12-yard trash container will be needed on the side (not included on this invoice), we don't consider a permit from the city to be needed. But may be needed for the dumpster container to HOA. After the first 10 days of working on this project, a second payment of \$6000 will be required to keep moving forward according to the schedule. The remaining balance will be paid after the completion of this project.

Please let me know if you have any questions or concerns about this invoice.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Isabell H Rodau

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: Lianne Dominguez
Liz Wolfman
Paulette Martin

APPLICATION NO: 10
PERIOD TO: 2/28/2023

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		\$33,614.56
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,681,614.56
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,678,779.56
5. RETAINAGE		
a. 10% of Completed and stored work or if over 50% complete		
b. Max 5% of completed & stored work		\$83,938.98
Total Retainage Total in Column I of G703		\$83,938.98
6. TOTAL EARNED LESS RETAINAGE		\$1,594,840.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$1,531,901.23
8. CURRENT PAYMENT DUE		\$62,939.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 4)	\$2,835.00	
(Line 3 less Line 6)		\$86,773.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$32,458.09	\$0.00
Total changes approved current month	\$1,206.47	\$0.00
TOTALS	\$33,664.56	\$0.00
NET CHANGES by Change Order	\$33,664.56	

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]* Date: 2-27-23
State of: COLORADO
County of: LARIMER
Subscribed and sworn to before me this 27 day of February 2023

Notary Public:
My Commission expires: 7/20/2023

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: \$ 62,939.35
(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: *[Signature]*

By: *[Signature]* Date: 03/06/23

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

CHANGE ORDERS

ORIGINAL CONTRACT	\$	1,648,000.00
NET CHANGE BY CHANGE ORDERS	\$	33,614.56
ADJUSTED CONTRACT TOTAL	\$	1,681,614.56
CONTRACT TIME CHANGED BY CHANGE ORDERS		0

APPLICATION NO: 10
 PERIOD TO: 2/28/2023
 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	10/28/2022	\$ 25,000.00	Yes	\$25,000.00	0
02	Change Order #2	10/10/2022	\$ 7,389.40	Yes	\$7,389.40	0
03	Change Order #3		\$ 1,156.47	Yes	\$1,156.47	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					\$33,614.56	0

CONTINUATION SHEET

APPLICATION NO: 10
 PERIOD TO: 2/28/2023
 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	% (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		COMPLETED AND STORED TO DATE (F+G+H)				
Columbine Hills Park														
01	Mobilization	1	LS	\$ 80,000.00	\$80,000.00	\$80,000.00	0.00%	\$ -	\$0.00	\$ 80,000.00	100%	\$0.00	5%	\$ 4,000.00
02	Construction Survey	1	LS	\$ 20,000.00	\$20,000.00	\$20,000.00	0.00%	\$ -	\$0.00	\$ 20,000.00	100%	\$0.00	5%	\$ 1,000.00
03	Traffic Control	1	LS	\$ 5,000.00	\$5,000.00	\$5,000.00	0.00%	\$ -	\$0.00	\$ 5,000.00	100%	\$0.00	5%	\$ 250.00
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	\$26,000.00	0.00%	\$ -	\$0.00	\$ 26,000.00	100%	\$0.00	5%	\$ 1,300.00
07	Earthwork	1	LS	\$ 70,000.00	\$70,000.00	\$70,000.00	0.00%	\$ -	\$0.00	\$ 70,000.00	100%	\$0.00	5%	\$ 3,500.00
08	Engineered Wood Fiber	2600	SF	\$ 4.00	\$10,400.00	\$10,400.00	0.00%	\$ -	\$0.00	\$ 10,400.00	100%	\$0.00	5%	\$ 520.00
09	Crusher Fines	5350	SF	\$ 5.00	\$26,750.00	\$26,750.00	0.00%	\$ -	\$0.00	\$ 26,750.00	100%	\$0.00	5%	\$ 1,337.50
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	\$120,000.00	0.00%	\$ -	\$0.00	\$ 120,000.00	100%	\$0.00	5%	\$ 6,000.00
23	Soil Preparation	44150	SF	\$ 0.30	\$13,245.00	\$13,245.00	0.00%	\$ -	\$0.00	\$ 13,245.00	100%	\$0.00	5%	\$ 662.25
24	Bluegrass Sod	44150	SF	\$ 1.00	\$44,150.00	\$44,150.00	0.00%	\$ -	\$0.00	\$ 44,150.00	100%	\$0.00	5%	\$ 2,207.50
25	American Hophornbeam 2.5"	4	EA	\$ 750.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
26	Chinquapin Oak 2.5"	3	EA	\$ 750.00	\$2,250.00	\$2,250.00	0.00%	\$ -	\$0.00	\$ 2,250.00	100%	\$0.00	5%	\$ 112.50
27	Baby Blue Eyes Spruce 8'	2	EA	\$ 750.00	\$1,500.00	\$1,500.00	0.00%	\$ -	\$0.00	\$ 1,500.00	100%	\$0.00	5%	\$ 75.00
28	Golden Raintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	100%	\$0.00	5%	\$ 187.50
29	Hot Wings Maple 2.5"	9	EA	\$ 750.00	\$6,750.00	\$6,750.00	0.00%	\$ -	\$0.00	\$ 6,750.00	100%	\$0.00	5%	\$ 337.50
30	London Plaintree 2.5"	5	EA	\$ 750.00	\$3,750.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	100%	\$0.00	5%	\$ 187.50
31	Sensation Box Elder 2.5"	4	EA	\$ 750.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
32	Skyline Honeylocust 2.5"	7	EA	\$ 750.00	\$5,250.00	\$5,250.00	0.00%	\$ -	\$0.00	\$ 5,250.00	100%	\$0.00	5%	\$ 262.50
33	Redmond Linden 2.5"	5	EA	\$ 750.00	\$3,750.00	\$3,750.00	0.00%	\$ -	\$0.00	\$ 3,750.00	100%	\$0.00	5%	\$ 187.50
34	Neon Flash Spirea #5	236	EA	\$ 50.00	\$11,800.00	\$11,800.00	0.00%	\$ -	\$0.00	\$ 11,800.00	100%	\$0.00	5%	\$ 590.00
35	Butterfly Bush #5	64	EA	\$ 60.00	\$3,840.00	\$3,840.00	0.00%	\$ -	\$0.00	\$ 3,840.00	100%	\$0.00	5%	\$ 192.00
36	Royal Gold Woodwaxen #5	80	EA	\$ 75.00	\$6,000.00	\$6,000.00	0.00%	\$ -	\$0.00	\$ 6,000.00	100%	\$0.00	5%	\$ 300.00
37	Dwarf Fountain Grass Hemeln #5	217	EA	\$ 65.00	\$14,105.00	\$14,105.00	0.00%	\$ -	\$0.00	\$ 14,105.00	100%	\$0.00	5%	\$ 705.25
38	Catmint #1	42	EA	\$ 16.00	\$672.00	\$672.00	0.00%	\$ -	\$0.00	\$ 672.00	100%	\$0.00	5%	\$ 33.60
39	Chocolate Flower #1	186	EA	\$ 20.00	\$3,720.00	\$3,720.00	0.00%	\$ -	\$0.00	\$ 3,720.00	100%	\$0.00	5%	\$ 186.00
40	White Coneflower #1	224	EA	\$ 16.00	\$3,584.00	\$3,584.00	0.00%	\$ -	\$0.00	\$ 3,584.00	100%	\$0.00	5%	\$ 179.20
41	Landscape Boulder	21	EA	\$ 375.00	\$7,875.00	\$7,875.00	0.00%	\$ -	\$0.00	\$ 7,875.00	100%	\$0.00	5%	\$ 393.75
42	Bicycle Rack	11	EA	\$ 600.00	\$6,600.00	\$6,600.00	0.00%	\$ -	\$0.00	\$ 6,600.00	100%	\$0.00	5%	\$ 330.00
43	Trash Receptacle	7	EA	\$ 3,500.00	\$24,500.00	\$24,500.00	0.00%	\$ -	\$0.00	\$ 24,500.00	100%	\$0.00	5%	\$ 1,225.00
44	Umbrella	7	EA	\$ 6,200.00	\$43,400.00	\$43,400.00	0.00%	\$ -	\$0.00	\$ 43,400.00	100%	\$0.00	5%	\$ 2,170.00
45	Picnic Table	7	EA	\$ 6,500.00	\$45,500.00	\$45,500.00	0.00%	\$ -	\$0.00	\$ 45,500.00	100%	\$0.00	5%	\$ 2,275.00
46	Game Table	2	EA	\$ 7,100.00	\$14,200.00	\$14,200.00	0.00%	\$ -	\$0.00	\$ 14,200.00	100%	\$0.00	5%	\$ 710.00
47	Adirondack Chair	12	EA	\$ 1,400.00	\$16,800.00	\$16,800.00	0.00%	\$ -	\$0.00	\$ 16,800.00	100%	\$0.00	5%	\$ 840.00
48	Ping Pong Table	1	EA	\$ 10,000.00	\$10,000.00	\$10,000.00	0.00%	\$ -	\$0.00	\$ 10,000.00	100%	\$0.00	5%	\$ 500.00
49	Cornhole Board (pair)	3	EA	\$ 2,500.00	\$7,500.00	\$7,500.00	0.00%	\$ -	\$0.00	\$ 7,500.00	100%	\$0.00	5%	\$ 375.00
50	Hammock Posts	7	EA	\$ 1,500.00	\$10,500.00	\$10,500.00	0.00%	\$ -	\$0.00	\$ 10,500.00	100%	\$0.00	5%	\$ 525.00
51	Basketball Goal	3	EA	\$ 3,000.00	\$9,000.00	\$9,000.00	0.00%	\$ -	\$0.00	\$ 9,000.00	100%	\$0.00	5%	\$ 450.00
52	Reset Trash Receptacle	2	EA	\$ 300.00	\$600.00	\$600.00	0.00%	\$ -	\$0.00	\$ 600.00	100%	\$0.00	5%	\$ 30.00

CONTINUATION

Page 1 of 2

CONTINUATION SHEET

APPLICATION NO: 10
 PERIOD TO: 2/28/2023
 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	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
54	Concrete Pavement	18200	SF	\$ 10.50	\$191,100.00	\$191,100.00	0.00%	\$ -	\$0.00	\$ 191,100.00	100%	\$0.00	5%	\$ 9,555.00
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	\$14,500.00	0.00%	\$ -	\$0.00	\$ 14,500.00	100%	\$0.00	5%	\$ 725.00
57	Concrete Mowstrip	100	LF	\$ 32.00	\$3,200.00	\$3,200.00	0.00%	\$ -	\$0.00	\$ 3,200.00	100%	\$0.00	5%	\$ 160.00
58	Concrete Thickened Edge	80	LF	\$ 65.00	\$5,200.00	\$5,200.00	0.00%	\$ -	\$0.00	\$ 5,200.00	100%	\$0.00	5%	\$ 260.00
59	Concrete Ramp	1	EA	\$ 3,000.00	\$3,000.00	\$3,000.00	0.00%	\$ -	\$0.00	\$ 3,000.00	100%	\$0.00	5%	\$ 150.00
60	Sidewalk Chase	3	EA	\$ 4,000.00	\$12,000.00	\$12,000.00	0.00%	\$ -	\$0.00	\$ 12,000.00	100%	\$0.00	5%	\$ 600.00
61	Concrete Table	2	EA	\$ 2,200.00	\$4,400.00	\$4,400.00	0.00%	\$ -	\$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	\$49,000.00	0.00%	\$ -	\$0.00	\$ 49,000.00	100%	\$0.00	5%	\$ 2,450.00
66	Precast Wall & Column Caps	450	SF	\$ 63.00	\$28,350.00	\$25,515.00	0.00%	\$ -	\$0.00	\$ 25,515.00	90%	\$2,835.00	5%	\$ 1,275.75
67	Precast Tabletop (Round Top)	31	SF	\$ 119.00	\$3,689.00	\$3,689.00	0.00%	\$ -	\$0.00	\$ 3,689.00	100%	\$0.00	5%	\$ 184.45
68	Install Shelter	2	EA	\$ 24,000.00	\$48,000.00	\$5,500.00	88.54%	\$ 42,500.00	\$0.00	\$ 48,000.00	100%	\$0.00	5%	\$ 2,400.00
69	Handrail	70	LF	\$ 240.00	\$16,800.00	\$16,800.00	0.00%	\$ -	\$0.00	\$ 16,800.00	100%	\$0.00	5%	\$ 840.00
70	Electrical/Lighting Service	1	LS	\$ 173,685.00	\$173,685.00	\$169,988.00	2.13%	\$ 3,697.00	\$0.00	\$ 173,685.00	100%	\$0.00	5%	\$ 8,684.25
										\$ -				
	Change Order #1	1	LS	\$ 25,068.69	\$25,068.69	\$5,013.74	80.00%	\$ 20,054.95	\$0.00	\$ 25,068.69	100%	\$0.00	5%	\$ 1,253.43
	Change Order #2	1	LS	\$ 7,389.40	\$7,389.40	\$7,389.40	0.00%	\$ -	\$0.00	\$ 7,389.40	100%	\$0.00	5%	\$ 369.47
	Change Order #3	1	LS	\$ 1,156.47	\$1,156.47	\$1,156.47	0.00%	\$ -	\$0.00	\$ 1,156.47	100%	\$0.00	5%	\$ 57.82
			(Unit)											
TOTAL		#REF!			\$1,681,614.56	\$1,612,527.61		\$66,251.95	\$0.00	\$1,678,779.56	100%	\$2,835.00	max 5%	\$ 83,938.98



WORKING SESSION

EXECUTIVE SUMMARY

3/9/2023

Number of open violations: 74

Last Inspection dates: February 17th, 2023 and March 1st, 2023

Next Inspection dates: March 15th, 2023 and April 5th, 2023

Violations by type:

Basketball Hoops – 0	Lawn in Poor Condition – 5
Boat- 0	Livestock- 0
Business – 0	Maintenance - 1
Dead Tree Backyard- 0	Missing Tree Front Yard - 2
Dead Tree Front/Side Yard –19	Nuisance - 0
Commercial Vehicle- 1	Paint – 5
Common Area Dumping- 0	RV/Camper - 0
Exterior Damage -0	Shutters Missing – 1
Fence -Paint/Stain - 2	Signs- 0
Fence Repair – 7	Trailer - 2
Holiday Lights- 12	Trash Cans - 8
Inoperable Vehicle- 0	Tree Care- 0
Items Stored - 1	Tree Under Caliper- 1
Landscape Maint - 2	Vehicle Repair -0
Lawn Care -Weeds- 2	Unauthorized Change - 4
Lawn Care- Watering – 0	Unsightly Conditions - 1
Lawn in need of mowing - 0	Window Units- 0
Total- 74	

OPERATIONS SUMMARY

Report Date:
03/03/2023

Wheatlands Metropolitan District

January 31, 2023 - March 3, 2023

***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	5
			Approved With Conditions	0
			Cancelled	0
			Completed	9
			Completed	0
			Denied	1
			More Info Requested	2
			New Request	7
			Under Review	2
	Total			26
	Correspondence:		Emails	134
Violations			US Mails	0
	Open:		Carried Over	12
			Created	51
	Total			63
	By Status*:		1st Notice	29
			2nd Notice	3
			3rd Notice	2
			4th Notice	1
			6th Notice	4
			Resolved	43
	Total			82
	Average Days To			26.6
	Total Fines Assessed			\$150.00

Wheatlands Metropolitan District
Payment of Claims
Month of
January & February 2023

Payee	Description	Total Amount
GENERAL FUND PAYMENTS TO BE RATIFIED:		
*Aurora Water	Water Service 01/05/2023 - 02/03/2023	647.74
*City of Aurora	Civil Plans Revision for Soccer Fields	888.00
	Civil Plans Revision for Soccer Fields	222.00
*Waste Management (Residential)	February 2022 Residential Trash Service	12,722.22
*Wells Fargo Card Services - Business	January 2023 Credit Card Charges	1,192.79
*XCEL Energy	January 2023 Electric & Gas Utility	299.38
Altitude Community Law P.C.	January 2023 Legal Services Provided for Collections	604.00
	February 2023 Legal Services for Collections	975.00
American Conservation & Billing Solutions	January 2023 Billing Services	3,427.00
	February 2023 Billing Services	3,382.00
American Mechanical Services of Denver, L	February 2023 HVAC Maintenance	185.00
AMI-Advanced Management, LLC	February 2023 Covenant Enforcement	3,605.00
Around the Corner Handyman LLC	Check Fireplace and Set Mouse Traps	90.09
Colorado Lighting, Inc.	February 2023 Inspection Fees	398.14
Colorado Special Districts Property & Lia	Balance Due on Updated 2023 Property & Liability Insurance	6,942.00
Courtesy Plumbing & Heating	Installation of New Hot Water Heater at Clubhouse	20,643.00
Cox Professional Landscape Services, LLC	Snow Removal Supplies	165.00
	January 2023 Snow Removal & Supplies	285.00
	January 2023 Snow Removal & Supplies	517.50
	January 2023 Snow Removal & Supplies	200.00
	January 2023 Snow Removal & Supplies	3,845.00
	January 29, 2023 Snow Removal and Supplies	1,262.50
	January 29, 2023 Snow Removal and Supplies	95.00
	January 31, 2023 Snow Removal and Supplies	775.00
	January 31, 2023 Snow Removal and Supplies	95.00
	February 2023 Landscape Maintenance Contract	14,698.50
	Janitorial Service for Park Restrooms	270.00
	February 2023 Snow Removal Supplies	95.00
	February 2023 Snow Removal Supplies	380.00
	February 6, 2023 Snow Removal Supplies	705.00
	Purchase and Installation of Large Pots a Clubhouse Swimming Pool	4,417.00
	February 15, 2023 Snow Removal Services	95.00
	February 15 & 16, 2023 Snow Removal Services	3,292.50
	February 17, 2023 Snow Removal Services	95.00
	Wheatlands Park Bathroom Boiler Repairs	2,304.56
	February 22, 2023 Snow Removal	95.00
	WPRA Feb. 22, 2023 Snow Removal	715.00

Wheatlands Metropolitan District
Payment of Claims
Month of
January & February 2023

Elevation Consulting Group, LTD	Soccer Field Work	9,000.00
Go! Foodservice	Purchase of Replacement Clubhouse Pool Furniture	35,022.75
Hillyard, Inc.	Janitorial Supplies	297.05
	Janitorial Supplies	220.88
IDEA Law Group, LLC	January 2023 Litigation Fees	90.00
Marchetti & Weaver, LLC	January 2022 Accounting Services	278.25
	January 2022 Accounting Services	8,013.91
National Entertainment Technologies, Inc.	2023 Easter Event	440.00
Special District Association	2023 Annual SDA Membership Dues	1,237.50
Spencer Fane LLP	January 2023 Legal Services for matters on WPRA	396.00
Veteran Guardians, LLC	December 2022 Clubhouse Event Security	257.40
	January 2022 Clubhouse Event Security	240.00
	January 2023 Clubhouse Event Security	360.00
White Bear Ankele P.C.	January 2023 Legal Services for Collections	173.00
	January 2023 Legal Services	11,866.21
YMCA of Metropolitan Denver	January 2023 Management Services	16,268.95
Zions Bancorporation, NA	February 2023 WPRA District Fee	39,729.69
TOTAL TO BE RATIFIED & APPROVED		<u><u>214,517.51</u></u>

**Wheatlands Metropolitan District
Statement of Net Position**

January 31, 2023						
	Debt	Special	Special	Special	Fixed Assets	
	Service	Revenue ARI	Revenue	Revenue Park	& LTD	
General Fund	Fund	Fund	Operations Fund	Fund		TOTAL
ASSETS						
CASH						
CSAFE	1,786,719					1,786,719
Wells Fargo	458,137					458,137
Wells Fargo-Merchant Software	271					271
CSB&T - Series 2015 Bond Fund	-	369,023	-	-	-	369,023
Pooled Cash Allocation	(552,452)	29,376	164	350,556	172,355	-
TOTAL CASH	1,692,675	398,399	164	350,556	172,355	2,614,150
OTHER CURRENT ASSETS						
Due from County Treasurer	-	-	-			-
Accounts Receivable	-		-	14,743	33,172	47,916
Accounts Receivable - Builder	-			-	-	-
Accounts Receivable - Other	-			-	-	-
Property Taxes Receivable	1,830,006	1,275,535	52,621			3,158,162
Prepaid Expenses	-			-	5,283	5,283
TOTAL OTHER CURRENT ASSETS	1,830,006	1,275,535	52,621	14,743	38,455	3,211,361
FIXED & OTHER NON-CURRENT ASSETS						
Construction In Progress					442,406	442,406
Land					-	-
Capital Assets, Net of Depreciation					5,871,413	5,871,413
Prepaid Bond Insur-Net of Amortization					165,608	165,608
TOTAL FIXED ASSETS	-	-	-	-	6,479,428	6,479,428
TOTAL ASSETS	3,522,681	1,673,935	52,785	365,300	210,811	12,304,938
LIABILITIES & DEFERED INFLOWS						
CURRENT LIABILITIES						
Accounts Payable	63,582					63,582
Wells Fargo Credit Card	547					547
WPRA Fee Payable					-	-
Retainage Payable					80,625	80,625
Accrued Expenses	-	-	164	-	-	164
Director's Fees Payable	-					-
Payroll Liabilities	-					-
Century Communities Deposit					-	-
Prepaid Fees				13,416	30,185	43,601
TOTAL CURRENT LIABILITIES	64,129	-	164	13,416	110,811	188,519
DEFERRED INFLOWS						
Deferred Property Taxes	1,830,006	1,275,535	52,621	-	-	3,158,162
TOTAL DEFERRED INFLOWS	1,830,006	1,275,535	52,621	-	-	3,158,162
LONG-TERM LIABILITIES						
Accrued Interest					79,298	79,298
Bank Loan Payable					-	-
Bonds Payable - Series 2015					22,660,000	22,660,000
Bond Premium, Net of Amortization					309,984	309,984
TOTAL LONG-TERM LIABILITIES	-	-	-	-	23,049,282	23,049,282
TOTAL LIAB & DEF INFLOWS	1,894,135	1,275,535	52,785	13,416	110,811	26,395,964
NET POSITION						
Net Investment in Capital Assets					6,313,820	6,313,820
Amount to be Provided for Debt					(22,883,675)	(22,883,675)
Nonspendable	-				5,283	5,283
Restricted For Debt		398,399			-	398,399
Restricted For Emergencies	60,800			700	20,883	82,383
Restricted For ARI			-			-
Assigned for Capital Replacements	780,000					780,000
Assigned for Next Year Budget Deficit	-					-
Unassigned	787,746			351,184	73,834	1,212,764
TOTAL NET POSITION	1,628,546	398,399	-	351,884	100,000	(14,091,026)
	=	=	=	=	=	=

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

Modified
Accrual
Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
PROPERTY TAXES							
Assessed Valuation	47,276,236	45,956,955	-	45,956,955			
Mill Levy							
General Fund	36.602	39.820	(3)	36.602			
Debt Service Fund	27.755	27.755	-	27.755			
SARIA Fund	1.110	1.145	(0)	1.110			
Total mill levy	65.467	68.720	(3)	65.467			
Property Taxes Levied							
General Fund	1,730,405	1,830,006	(147,889)	1,682,116			
Debt Service Fund	1,312,152	1,275,535	-	1,275,535			
SARIA Fund	52,477	52,621	(1,608)	51,012			
	3,095,033	3,158,162	(149,498)	3,008,664			
Less Provision For Uncollectible							
General Fund	-	-		-			
Debt Service Fund	-	-		-			
SARIA Fund	-	-		-			
		-	-	-			
Budgeted Property Taxes							
General Fund	1,730,405	1,830,006		1,682,116			
Debt Service Fund	1,312,152	1,275,535		1,275,535			
SARIA Fund	52,477	52,621		51,012			
	3,095,033	3,158,162	-	3,008,664			
BUILDOUT & SALES							
Vacant Lots							
Beginning of Period							
New							
Sold / Now a Residential Unit Richmond							
Sold / Now a Residential Unit Elacora							
End of Period		-		-			
Residential Units							
Beginning of Period	1,053	1,053	-	1,053			
New - Richmond	-	-	-	-			
New - Elacora	-	-	-	-			
New - Lokal (31 bldgs./93 units planned)	-	-	-	-			
Other	-	-	-	-			
End of Period	1,053	1,053	-	1,053			
Apartments							
Beginning of Period	338	338	-	338			
Additions	-	-	-	-			
Other	-	-	-	-			
End of Period	338	338		338			
Sales							
First time sales	-	-		-			
Re-sale	60	60		60			
	60	60		60			
FEES							
Operations Fee - Monthly / Unit							
Houses		\$ 20.00		\$ 20.00			
Apartments		\$ -		\$ -			
Park Fee - Monthly / Unit							
Houses		\$ 45.00		\$ 45.00			
Apartments		\$ 20.00		\$ 20.00			
WPRA Fee							
Membership		\$ 30.00		\$ 32.73			
Debt Reserve		\$ 5.00		\$ 5.00			

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

Modified
Accrual Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
COMBINED FUNDS							
REVENUE							
Property Taxes	3,095,033	3,158,162	-	3,158,162	-	-	-
Specific Ownership Taxes	195,395	190,907	-	190,907	-	-	-
Interest & other income	72,308	9,000	89,000	98,000	8,630	253	8,377
Operations fees	253,180	252,720	-	252,720	21,060	21,060	-
Fines & penalties	36,753	23,350	-	23,350	178	1,946	(1,768)
Working capital fees	8,850	9,000	-	9,000	450	150	300
Design review	-	-	-	-	-	-	-
Clubhouse rental fees	30,755	25,000	-	25,000	2,130	503	1,627
Park fees	649,890	649,740	-	649,740	54,145	54,145	-
Bond/Loan proceeds	-	-	-	-	-	-	-
Other Income	20,442	8,500	(2,500)	6,000	1,555	-	1,555
Sale of Assets	-	-	-	-	-	-	-
TOTAL REVENUE	4,362,607	4,326,379	86,500	4,412,879	88,148	78,057	10,091
	=	=	=	=	=	=	=

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

Modified
Accrual Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
COMBINED FUNDS (Continued)							
EXPENDITURES							
General Operating:							
Accounting - contract	81,670	92,600	-	92,600	7,715	7,717	2
Accounting - special projects	20,539	15,600	-	15,600	278	1,600	1,322
Audit	5,000	5,800	-	5,800	-	-	-
County Treasurer's fees	46,438	47,372	-	47,372	-	-	-
Director's fees	7,105	12,000	-	12,000	-	-	-
Director expenses & equipment	1,254	2,500	-	2,500	-	-	-
Election	33,703	35,000	33,000	2,000	650	8,750	8,100
Insurance & bonds	38,847	44,700	(9,123)	53,823	53,823	44,700	(9,123)
Legal - contract	91,186	99,500	-	99,500	7,636	8,292	656
Legal - special projects	30,751	19,600	-	19,600	3,760	1,633	(2,127)
Bank Charges	3,194	4,200	-	4,200	330	350	20
Miscellaneous	117	-	-	-	-	-	-
Contingency	-	32,500	2,500	30,000	-	-	-
Website	616	1,000	-	1,000	-	500	500
Debt Service:							
Interest	968,981	951,581	-	951,581	-	-	-
Principal	435,000	450,000	-	450,000	-	-	-
Paying agent / trustee fees / legal	1,000	1,000	-	1,000	-	-	-
Bond/Loan issuance expense	-	-	-	-	-	-	-
Contingency	-	5,000	5,000	-	-	-	-
Community Operations							
Design review	-	-	-	-	-	-	-
Facilities mgmt. & billing - Contract	113,914	134,300	-	134,300	10,440	11,188	748
Facilities mgmt. & billing - Spec Projects	-	15,000	-	15,000	-	1,250	1,250
Covenant Enforcement	44,222	48,000	-	48,000	3,605	4,000	395
Legal - collections	12,021	12,000	-	12,000	598	1,000	402
Trash removal-residential pickup	151,117	166,900	-	166,900	12,710	13,908	1,198
Community Activities / Christmas Lights	39,963	22,900	-	22,900	731	45	(686)
Landscaping	249,497	334,900	-	334,900	14,699	15,967	1,268
WPRA Support	222,626	166,500	-	166,500	9,133	11,820	2,688
Snow removal	3,936	17,600	-	17,600	5,880	3,520	(2,360)
Clubhouse repairs and maintenance	119,989	123,703	-	123,703	17,627	9,767	(7,860)
Sport Fields	327,378	50,000	-	50,000	888	-	(888)
Grounds maintenance	75,236	94,900	-	94,900	2,077	7,908	5,831
Pool operations	171,127	208,938	(14,375)	223,313	48,225	41,038	(7,186)
Utilities	207,363	278,100	-	278,100	648	2,652	2,004
Transfer to SARIA Authority	51,689	51,831	-	51,831	-	-	-
Capital outlay	-	-	-	-	-	-	-
Proposed facilities - Project costs	1,792,807	-	-	-	-	-	-
WPRA fee	468,106	489,645	-	489,645	39,730	40,804	1,074
Contingency	-	169,300	-	169,300	-	12,917	12,917
TOTAL EXPENDITURES	5,816,393	4,204,471	17,002	4,187,469	241,180	251,325	10,145
CHANGE IN FUND BALANCE	(1,453,787)	121,908	103,502	225,410	(153,033)	(173,268)	20,236
BEGINNING FUND BALANCE	4,085,648	1,859,740	772,122	2,631,861	2,631,861	1,859,740	772,122
ENDING FUND BALANCE	2,631,861	1,981,648	875,624	2,857,272	2,478,829	1,686,471	792,358
	=	=	=	=	=	=	=
COMPONENTS OF FUND BALANCE:							
Nonspendable	8,362	46,935	14,862	61,797	5,283		
Restricted - TABOR emergency reserve	130,728	88,483	2,300	90,783	82,383		
Restricted - Debt Covenants	397,102	320,827	24,628	345,455	398,399		
Restricted - SARIA Projects	-	-	-	-	-		
Assigned - Next Years Budget Deficit	531,800	-	-	-	-		
Assigned - Capital Improv/Replacement	930,000	390,000	850,000	1,240,000	780,000		
Assigned - Parks & Operations	414,547	347,321	(12,097)	335,224	425,018		
Unassigned	219,322	788,082	(4,070)	784,012	787,746		
TOTAL ENDING FUND BALANCE	2,631,861	1,981,648	875,624	2,857,271	2,478,829		
	=	=	=	=	=		

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

Modified
Accrual Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
GENERAL FUND							
REVENUE							
Property taxes	1,730,405	1,830,006	-	1,830,006	-	-	-
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	111,128	114,375	-	114,375	-	-	-
Interest income	57,652	3,000	77,000	80,000	7,333	250	7,083
Other income	2,110	-	-	-	-	-	-
TOTAL REVENUE	1,901,295	1,947,381	77,000	2,024,381	7,333	250	7,083
EXPENDITURES							
Accounting - contract	65,256	74,100	-	74,100	6,172	6,175	3
Accounting - special projects	16,449	12,000	-	12,000	223	1,000	777
Audit	5,000	5,800	-	5,800	-	-	-
County treasurer's fees	25,963	27,450	-	27,450	-	-	-
Director's fees	7,105	12,000	-	12,000	-	-	-
Director expenses and equipment	1,254	2,500	-	2,500	-	-	-
Election	33,703	35,000	33,000	2,000	650	8,750	8,100
Insurance & bonds	5,659	6,500	1,836	4,664	4,664	6,500	1,836
Legal - contract	65,142	73,300	-	73,300	5,151	6,108	957
Legal - special projects	1,176	5,000	-	5,000	-	417	417
Bank Charges	27	500	-	500	-	42	42
Miscellaneous	117	-	-	-	-	-	-
Contingency	-	30,000	-	30,000	-	-	-
Website	616	1,000	-	1,000	-	500	500
TOTAL EXPENDITURES	227,468	285,150	34,836	250,314	16,859	29,492	12,632
Excess Revenue Over Expenditures	1,673,827	1,662,231	111,836	1,774,067	(9,527)	(29,242)	19,715
OTHER SOURCES (USES)							
Transfers (To)/From Debt Service Fund	-	-	-	-	-	-	-
Transfers (To)/From SARIA Fund	-	-	-	-	-	-	-
Transfers (To)/From Operations Fund	-	-	-	-	-	-	-
Transfers (To)/From Park Fund	(3,126,333)	(1,441,296)	(25,334)	(1,466,630)	(144,200)	(142,424)	(1,776)
Total Other Sources / (Uses)	(3,126,333)	(1,441,296)	(25,334)	(1,466,630)	(144,200)	(142,424)	(1,776)
CHANGE IN FUND BALANCE	(1,452,507)	220,935	86,502	307,437	(153,727)	(171,665)	17,939
BEGINNING FUND BALANCE	3,234,779	1,022,472	759,800	1,782,272	1,782,272	1,022,472	759,800
ENDING FUND BALANCE	1,782,272	1,243,407	846,302	2,089,709	1,628,546	850,806	777,739
COMPONENTS OF FUND BALANCE							
Nonspendable	450	6,825	(1,928)	4,897	-	-	-
Restricted - TABOR emergency reserve	100,700	58,500	2,300	60,800	60,800	-	-
Assigned - Capital Improv/Replacement	930,000	390,000	850,000	1,240,000	780,000	-	-
Assigned - Next Years Budget Deficit	531,800	-	-	-	-	-	-
Restricted - Debt Covenants	-	-	-	-	-	-	-
Unassigned	219,322	788,082	(4,070)	784,012	787,746	-	-
TOTAL ENDING FUND BALANCE	1,782,272	1,243,407	846,302	2,089,709	1,628,546	850,806	777,739
	=	=	=	=	=	=	=

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

Modified
Accrual Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
DEBT SERVICE FUND							
REVENUE							
Property taxes	1,312,152	1,275,535	-	1,275,535	-	-	-
Abatements	-	-	-	-	-	-	-
Specific ownership taxes	84,267	76,532	-	76,532	-	-	-
Interest income	14,656	6,000	12,000	18,000	1,297	3	1,294
TOTAL REVENUE	1,411,076	1,358,067	12,000	1,370,067	1,297	3	1,294
EXPENDITURES							
Accounting - Special Projects	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-
Treasurer's fees	19,688	19,133	-	19,133	-	-	-
Bond interest - Series 2015	968,981	951,581	-	951,581	-	-	-
Bond principal - Series 2015	435,000	450,000	-	450,000	-	-	-
Bond interest - Series 2005	-	-	-	-	-	-	-
Bond principal - Series 2005	-	-	-	-	-	-	-
Bond interest - Series 2008	-	-	-	-	-	-	-
Bond principal - Series 2008	-	-	-	-	-	-	-
Paying agent / trustee fees	1,000	1,000	-	1,000	-	-	-
Contingency	-	5,000	5,000	-	-	-	-
TOTAL EXPENDITURES	1,424,669	1,426,714	5,000	1,421,714	-	-	-
Excess Revenue Over Expenditures	(13,593)	(68,647)	17,000	(51,647)	1,297	3	1,294
OTHER SOURCES / (USES)							
Transfers (To)/From Other Funds	-	-	-	-	-	-	-
Bond proceeds	-	-	-	-	-	-	-
Bond premium	-	-	-	-	-	-	-
Total Other Sources / (Uses)	-	-	-	-	-	-	-
CHANGE IN FUND BALANCE	(13,593)	(68,647)	17,000	(51,647)	1,297	3	1,294
BEGINNING FUND BALANCE	410,695	389,474	7,628	397,102	397,102	389,474	7,628
ENDING FUND BALANCE	397,102	320,827	24,628	345,455	398,399	389,477	8,922
	=	=	=		=	=	=

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

Modified
Accrual Print Date: 3/2/2023

SARIA FUND

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
REVENUE							
Property taxes	52,477	52,621	-	52,621	-	-	-
Abatements	-	-	-	-	-	-	-
Specific Ownership Tax	-	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Other income	-	2,500	(2,500)	-	-	-	-
TOTAL REVENUE	52,477	55,121	(2,500)	52,621	-	-	-
EXPENDITURES							
Legal - contract	-	-	-	-	-	-	-
Legal - special projects	-	-	-	-	-	-	-
Capital outlay District ARI Improvements	-	-	-	-	-	-	-
Contribution to SARIA Authority	51,689	51,831	-	51,831	-	-	-
Treasurer's fee	787	789	-	789	-	-	-
Contingency	-	2,500	2,500	-	-	-	-
TOTAL EXPENDITURES	52,477	55,121	2,500	52,621	-	-	-
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

Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
OPERATIONS FUND							
REVENUE							
Operations Fees - Houses	253,180	252,720	-	252,720	21,060	21,060	-
Warning letter fees	-	-	-	-	-	-	-
Working capital fees	2,950	3,000	-	3,000	150	50	100
Late charges and collection fees	5,685	7,000	-	7,000	392	583	(191)
Legal - collections	4,416	3,500	-	3,500	(361)	292	(652)
Design review	-	-	-	-	-	-	-
Violations / Fines	3,925	3,500	-	3,500	75	292	(217)
Interest income	-	-	-	-	-	-	-
Other income	-	-	-	-	-	-	-
TOTAL REVENUE	270,156	269,720	-	269,720	21,317	22,277	(960)
EXPENDITURES							
Accounting - Contract - O&M	4,078	4,600	-	4,600	386	383	(2)
Accounting - Spec Projects - O&M	1,023	800	-	800	14	133	119
Design review	-	-	-	-	-	-	-
Covenant Compliance	44,222	48,000	-	48,000	3,605	4,000	395
Facilities Management - Contract	22,146	25,900	-	25,900	2,158	2,158	0
Facilities Management - Spec Projects	-	-	-	-	-	-	-
Billing Service - Late Charges & Collections	1,122	2,500	-	2,500	82	208	127
Billing Service - Base Rate	11,675	12,900	-	12,900	973	1,075	102
Legal - Contract	13,022	13,400	-	13,400	1,030	1,117	86
Legal - spec projects	2,674	2,600	-	2,600	302	217	(85)
Legal - collections	5,561	7,000	-	7,000	511	583	72
Bank Charges	1,204	1,200	-	1,200	149	100	(49)
Trash removal - Residential	151,117	166,900	-	166,900	12,710	13,908	1,198
Contingency	-	14,300	-	14,300	-	-	-
TOTAL EXPENDITURES	257,843	300,100	-	300,100	21,920	23,883	1,963
Excess Revenue Over Expenditures	12,313	(30,380)	-	(30,380)	(603)	(1,606)	1,003
OTHER SOURCES / (USES)							
Transfers (To)/From other Funds	-	-	-	-	-	-	-
Total Other Sources / (Uses)	-	-	-	-	-	-	-
CHANGE IN FUND BALANCE	12,313	(30,380)	-	(30,380)	(603)	(1,606)	1,003
BEGINNING FUND BALANCE	340,174	347,794	4,693	352,487	352,487	347,794	4,693
ENDING FUND BALANCE	352,487	317,414	4,693	322,107	351,884	346,188	5,696
COMPONENTS OF FUND BALANCE							
Nonspendable	-	-	-	-	-	-	-
Restricted - TABOR emergency reserve	8,200	9,100	-	9,100	700	-	-
Assigned - Future Operations	344,287	308,314	4,693	313,007	351,184	-	-
TOTAL ENDING FUND BALANCE	352,487	317,414	4,693	322,107	351,884	-	-
	=	=	=	=	=	=	=

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

Modified
Accrual Print Date: 3/2/2023

	2022 Prelim Actual	2023 Adopted Budget	Variance Positive (Neg)	2023 Forecast	YTD Thru 01/31/23 Actual	YTD Thru 01/31/23 Budget	Variance Positive (Negative)
PARK FUND							
REVENUE							
Working capital fees	5,900	6,000	-	6,000	300	100	200
Clubhouse rental fees	30,755	25,000	-	25,000	2,130	503	1,627
Late charges and collection fees	12,790	5,600	-	5,600	883	467	416
Legal - collection fees	9,937	3,750	-	3,750	(812)	313	(1,124)
Park fees - Builders - Lots	-	-	-	-	-	-	-
Park fees - Residential Units	568,770	568,620	-	568,620	47,385	47,385	-
Park fees - Apartment Units	81,120	81,120	-	81,120	6,760	6,760	-
Grant	5,649	-	-	-	-	-	-
Interest income	-	-	-	-	-	-	-
Sport Field Program Revenue	-	-	-	-	-	-	-
Other income	12,682	6,000	-	6,000	1,555	-	1,555
TOTAL REVENUE	727,604	696,090	-	696,090	58,201	55,527	2,674
EXPENDITURES							
Accounting - Contract	12,336	13,900	-	13,900	1,157	1,158	1
Accounting - Special Projects	3,068	2,800	-	2,800	42	467	425
Facilities Management - Contract	50,179	58,300	-	58,300	4,855	4,855	(0)
Facilities Management - Spec Projects	-	15,000	-	15,000	-	1,250	1,250
Billing Service - Late Charges & Collections	2,523	5,600	-	5,600	183	467	283
Billing Service - Base Rate	26,269	29,100	-	29,100	2,189	2,425	236
Community Activities / Christmas Lights	39,963	22,900	-	22,900	731	45	(686)
Insurance	33,187	38,200	(10,959)	49,159	49,159	38,200	(10,959)
Legal - Contract	13,022	12,800	-	12,800	1,455	1,067	(388)
Legal - Special Projects	26,901	12,000	-	12,000	3,458	1,000	(2,458)
Legal - Collections	6,460	5,000	-	5,000	87	417	330
Bank Charges	1,963	2,500	-	2,500	180	208	28
Proposed Facility & Project Planning	-	-	-	-	-	-	-
Park - Project Costs	1,792,807	-	-	-	-	-	-
Sport Field Improvements	327,378	50,000	-	50,000	888	-	(888)
Sport Field Program Expenses	-	-	-	-	-	-	-
Irrigation Repairs & Improvements	45,852	43,300	-	43,300	-	-	-
Landscape Maintenance Contract - WMD	164,945	191,600	-	191,600	14,699	15,967	1,268
Landscape Improvements - WMD	38,700	100,000	-	100,000	-	-	-
Snow Removal	3,936	17,600	-	17,600	5,880	3,520	(2,360)
Clubhouse Repairs and Maintenance	119,989	117,203	-	117,203	17,627	9,767	(7,860)
Parking Lot Maintenance	-	6,500	-	6,500	-	-	-
Grounds Maintenance	56,135	86,000	-	86,000	1,774	7,167	5,393
Chemicals & Supplies	8,269	13,000	-	13,000	-	-	-
Contract / Lifeguards	142,500	159,338	-	159,338	13,202	13,037	(165)
Equipment Repairs & Replacement	20,357	36,600	(14,375)	50,975	35,023	28,002	(7,021)
Gas and Electric	28,917	28,100	-	28,100	-	1,661	1,661
Telephone/ WiFi / Cable	-	-	-	-	-	-	-
Water and Sewer	178,446	250,000	-	250,000	648	991	344
Trash Removal - Clubhouse/Non-Res	-	-	-	-	-	-	-
WPRA Fee	468,106	489,645	-	489,645	39,730	40,804	1,074
Community Park Maintenance	19,101	8,900	-	8,900	304	742	438
WPRA Support	222,626	166,500	-	166,500	9,133	11,820	2,688
Property Acquisition/Improvements	-	-	-	-	-	-	-
Contingency	-	155,000	-	155,000	-	12,917	12,917
TOTAL EXPENDITURES	3,853,937	2,137,386	(25,334)	2,162,720	202,401	197,951	(4,450)
Excess Revenue Over Expenditures	(3,126,333)	(1,441,296)	(25,334)	(1,466,630)	(144,200)	(142,424)	(1,776)
OTHER SOURCES / (USES)							
Transfers (To)/From other Funds	3,126,333	1,441,296	25,334	1,466,630	144,200	142,424	1,776
Loan issuance	-	-	-	-	-	-	-
Proceeds from Sale of Land	-	-	-	-	-	-	-
Total Other Sources / (Uses)	3,126,333	1,441,296	25,334	1,466,630	144,200	142,424	1,776
CHANGE IN FUND BALANCE	-	-	-	-	-	-	(0)
BEGINNING FUND BALANCE	100,000	100,000	-	100,000	100,000	100,000	-
ENDING FUND BALANCE	100,000	100,000	-	100,000	100,000	100,000	(0)
COMPONENTS OF FUND BALANCE							
Nonspendable	7,912	40,110	16,790	56,900	5,283	-	-
Restricted - TABOR emergency reserve	21,828	20,883	-	20,883	20,883	-	-
Restricted - Replacement reserve	-	-	-	-	-	-	-
Restricted - Loan reserve & Surplus	-	-	-	-	-	-	-
Assigned for Parks	70,260	39,007	(16,790)	22,217	73,834	-	-
TOTAL ENDING FUND BALANCE	100,000	100,000	-	100,000	100,000	100,000	(0)
	=	=	=	=	=	=	=

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

Landscape Monthly Status Report

Project Name	Reporting Cadence
Wheatlands Metropolitan District	Monthly (for Board Meetings)
Date	Prepared by:
February 2023	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.

-All services completed for the season.

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.

-All services completed for the season.

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.

-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.

-Park bathroom freeze damage from negative degree temps. The heater in the ground appeared to be working. Back up space heater over heated and shut down. Repairs made and invoiced to the District.

-Detention pond inlet/outlet cleaning delayed due to snow and ground conditions.

VI. Wood and Rock Mulched Areas-

-Repairs from snow removal will be ongoing through the spring.

VII. Native Areas-

-Trash removed.

VII. Irrigation Systems-

-System Winterized.

-All services completed for the season.

IX. Landscape Debris Cleanup-

-Complete.

X. Aeration-

-Fall aeration scheduled completed.

XI. Winter Services-

-Snow removal services completed on- 11/15; 11/18; 11/29; 12/13; 12/22; 12/29; 1/02; 1/18-1/20; 1/21; 1/29; 1/31; 2/15, 2/16;

XII. Bio Hazards-

XIII. Damages-

Misc Items –

Estimates-

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.	Installed-December	Completed
Estimate #1657 Installation of wooden fence around AC unit in pool deck scheduled.	Completed-December	Completed- waiting for warm weather in order to paint fence.
Estimate # 1596 Rock removed from Pool deck area and pavers installed. This project is complete.	Complete in late October	Complete
Warranty plants at monuments due to Lesanne finding some missing plants from our warranty planting last month.	Spring 2023	Working with Lesanne. Some plants are not available and getting substitution ideas from her. Spring completion is expected and we will work with Lesanne.
Estimate #1558. Planting of grasses and shrubs at the clubhouse entrance scheduled for end of November. Plants have been procured.	Late November 2022	Scheduled and plants obtained. Looking at later in February provided weather is conducive.
Estimate #1727. 3 large pots to be purchased and installed by air conditioning fence. Lifeguards to water flowers.	Late April	Estimate to be approved and order placed.

General Comments

- Pots for around the a./c. fencing are waiting to be ordered once payment is received (Invoice #34382). Scheduled delivery 4-6 weeks once order is placed.

-
- Annual flower order has been placed- invoice #34299 (includes soil, prep for flower beds). Beds need to be rejuvenated every year in order to maintain vibrancy of annual plantings.
 - Replacement of perennial plantings at monuments (as per Leasanne Dominguez) due to be begin as soon as (a) nurseries begin stocking with plant material and again and (b) weather stabilizes.
 - Estimate # 1719 (tree damaged due to resident accident) due to be planted once material is available from nursery (anticipated 4 weeks). No charge on this estimate due to over-charge on Invoice #33662
 - Tree well/mulch bed replenishments due to be completed once weather stabilizes. Currently on schedule for next 4-6 weeks.

2023 March Agenda

District Business

- Water heater replacement installed 2/13
- Heater in pump room installed 2/15
- Park Bathroom update – up and running (Kevin will provide more details)
- Hacked tree by resident near 6557 S. Kewaunee Way – police report filed. Emailed the resident, but no response. AML is working on putting together a letter to send to the resident
- Kitchen and bathroom project – completed 3/3/23
- Pool deck furniture – waiting for delivery date
- Clubhouse Parking lot resurfacing – aiming for week of Spring Break
- Water meter – work began 2/28/23
- Urban Soccer Field – update and sponsorships
- Authority Update –

Event Recap

- February – no events due to kitchen and bathroom renovation

Upcoming Events

- March 11th– Bunco Night (Exit Realty sponsoring prizes) at Clubhouse
- April 8th – Wheatlands Easter Event with 2 face painters, Animal Safari, Easter craft, Easter Eggs Hunt and breakfast food truck and hot beverage tent sponsored by 1320 Homes Real Estate at Clubhouse
- April 21st –Poker Night at Clubhouse (Exit Realty sponsoring prizes)
- April 29th- Healthy Kids Day at the Aurora YMCA at Wheatlands
- April 30th or May 13th?- Park Grand Opening Event (depending on the basketball courts)
- May 18th – Food Truck Night with Magician
- June 16-17th – Neighborhood Garage Sale
- June 17th – Welcome back to summer Event (maybe with Animal Safari)
- June 22nd – Food Truck Night with Madonna Band
- June 24th – possible Shred and Dumpster Day
- July 4th Celebration 11-2pm
- July 20th – Food Truck Night with ?
- August 17th – Food Truck Night with Magician

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.27	N45°40'07"E
L2	41.00	N27°00'27"E
L3	19.00	N67°59'39"E
L4	30.00	N67°59'39"E
L5	6.00	N27°00'27"E
L6	90.00	N27°00'27"E
L7	13.00	N67°59'39"E
L8	1.00	N27°00'27"E
L9	13.00	N67°59'39"E
L10	1.00	N27°00'27"E
L11	30.00	N27°00'27"E
L12	13.00	N67°59'39"E
L13	13.00	N67°59'39"E
L14	90.00	N27°00'27"E
L15	13.00	N67°59'39"E
L16	1.00	N27°00'27"E
L17	17.38	N45°40'07"E
L18	45.32	N27°00'27"E
L19	8.00	N67°59'39"E
L20	26.54	N72°45'14"E
L21	8.91	N67°59'39"E
L22	14.95	N67°59'39"E
L23	14.95	N67°59'39"E
L24	17.00	N27°00'27"E
L25	17.00	N67°59'39"E
L26	32.32	N27°00'27"E
L27	3.03	N27°00'27"E
L28	30.00	N67°59'39"E
L29	1.00	N27°00'27"E
L30	30.00	N67°59'39"E
L31	1.00	N27°00'27"E
L32	30.00	N67°59'39"E
L33	1.00	N27°00'27"E
L34	30.00	N67°59'39"E
L35	1.00	N27°00'27"E
L36	30.00	N67°59'39"E
L37	1.00	N27°00'27"E

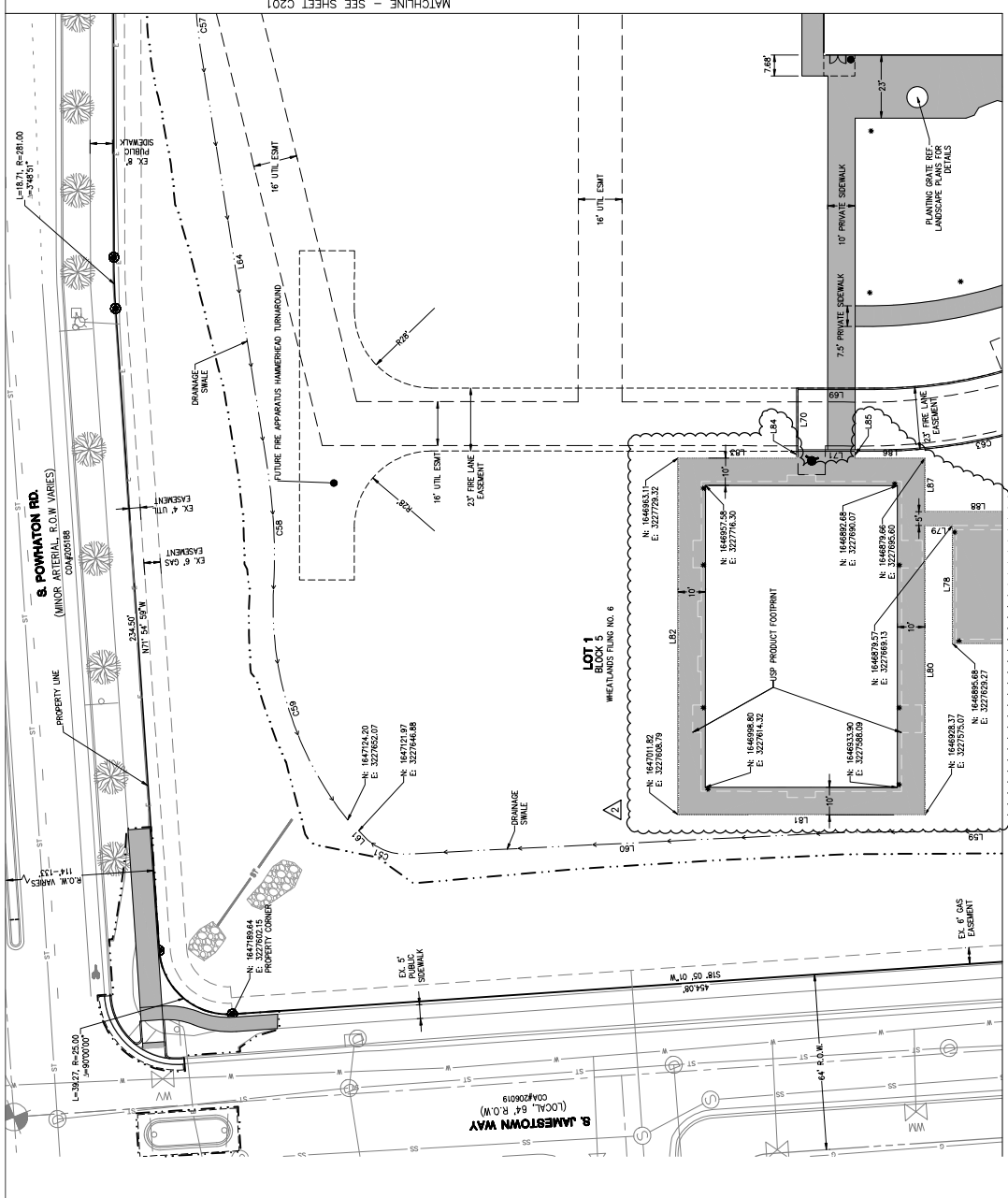
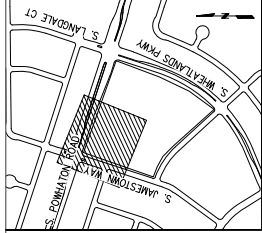
LINE TABLE		
LINE	LENGTH	BEARING
L38	30.00	N67°59'39"E
L39	1.00	N27°00'27"E
L40	30.00	N67°59'39"E
L41	1.00	N27°00'27"E
L42	30.00	N67°59'39"E
L43	1.00	N27°00'27"E
L44	13.00	N67°59'39"E
L45	1.00	N27°00'27"E
L46	13.00	N67°59'39"E
L47	9.00	N27°00'27"E
L48	25.20	N27°00'27"E
L49	12.41	N32°33'46"E
L50	66.07	N72°45'14"E
L51	14.24	N32°33'46"E
L52	13.08	N47°09'22"E
L53	64.42	N72°45'14"E
L54	17.00	N71°44'40"E
L55	46.40	N72°45'14"E
L56	26.54	N71°44'40"E
L57	14.98	N72°36'46"E
L58	65.42	N72°45'14"E
L59	92.88	N31°40'11"E
L60	16.94	N39°29'02"E
L61	37.6	N68°42'51"E
L62	67.50	N71°01'11"W
L63	79.25	N71°01'11"W
L64	153.21	N77°04'48"W
L65	36.00	N27°00'27"E
L66	25.50	N27°00'27"E
L67	23.00	N67°59'39"E
L68	113.30	N27°00'27"E
L69	27.84	N27°00'27"E
L70	22.00	N67°59'39"E
L71	27.84	N27°00'27"E
L72	53.35	N67°59'39"E

LINE TABLE		
LINE	LENGTH	BEARING
L73	43.00	N67°59'39"E
L74	10.00	N27°00'27"E
L75	105.50	N67°59'39"E
L76	90.00	N27°00'27"E
L77	130.00	N67°59'39"E
L78	43.23	N27°00'27"E
L79	2.50	N67°59'39"E
L80	25.45	N27°00'27"E
L81	19.50	N67°59'39"E
L82	38.71	N27°00'27"E

BENCH-MARK
CITY OF AURORA BENCHMARK (WISCONSIN), 3" DIA
BRASS CAP (STAMPED COA BM, 23-121.8, 2003)
LOCATED AT THE CORNER OF THE LOT
STRUCTURE AND FACING ON S. LITTLE PRAIRIE PL.
AND BEING AT THE ONLY CORNER OF POUNDATION RD.
ELEVATION 607.23' (NAD 83).

BASIS OF BEARING

BASES OF BEARING FOR THIS PROJECT IS RANGE
FROM THE SURVEY TO THE BENCHMARK ASSIGNED TO BEAR
ON THE SURVEY. S AND UNADJUSTED AS SHOWN ON
THE SURVEY.



CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	30.83	20.00
C2	74.42	180.00
C3	31.42	20.00
C4	34.56	20.00
C5	6.28	4.00
C6	6.28	4.00
C7	6.28	4.00
C8	6.28	4.00
C9	6.28	4.00
C10	6.28	4.00
C11	32.07	20.00

CURVE TABLE		
CURVE	LENGTH	RADIUS
C12	64.84	107.00
C13	31.42	20.00
C14	29.76	20.00
C15	3.14	2.00
C16	5.96	5.00
C17	5.96	5.00
C18	107.34	45.00
C19	5.96	5.00
C20	6.28	4.00
C21	6.28	4.00
C22	6.28	4.00

CURVE TABLE		
CURVE	LENGTH	RADIUS
C23	6.28	4.00
C24	6.28	4.00
C25	6.28	4.00
C26	6.28	4.00
C27	6.28	4.00
C28	6.28	4.00
C29	6.28	4.00
C30	6.28	4.00
C31	6.28	4.00
C32	6.28	4.00
C33	6.28	4.00

CURVE TABLE		
CURVE	LENGTH	RADIUS
C34	6.28	4.00
C35	6.28	4.00
C36	6.28	4.00
C37	6.28	4.00
C38	6.28	4.00
C39	36.28	25.00
C40	7.25	3.00
C41	30.79	20.00
C42	50.83	74.00
C43	29.12	28.00
C44	29.83	20.00
C45	34.16	97.00

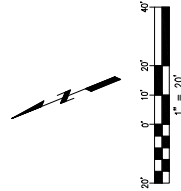
CURVE TABLE		
CURVE	LENGTH	RADIUS
C46	6.12	4.00
C47	33.65	114.00
C48	6.29	4.00
C49	12.27	175.00
C50	32.47	97.00
C51	16.66	20.35
C52	78.40	103.00
C53	86.40	232.34
C54	86.11	65.00
C55	33.39	232.34
C56	33.13	108.00

CURVE TABLE		
CURVE	LENGTH	RADIUS
C57	21.15	200.00
C58	42.00	200.00
C59	91.07	125.00
C60	21.89	14.00
C61	45.55	20.00
C62	92.28	197.50
C63	30.47	25.50
C64	141.79	175.00
C65	33.13	108.00
C66	33.13	108.00

CURVE TABLE		
CURVE	LENGTH	RADIUS
C67	91.61	207.48
C68	95.96	70.00
C69	34.11	237.34
C70	82.04	185.00
C71	33.83	52.89



Know what's below.
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FACSIMILE
This electronic reproduction is the
signed and sealed job set.
Date: 2/20/23
Lincoln, Nebraska, P.E.

Project Number: 2018243
Date: 09-22-2019
Drawn By: UT
Reviewed By: UT

City of Aurora
03/06/2023
03/06/2023
03/06/2023
03/06/2023
03/06/2023

Horizontal Control Plan
C200
SHEET 7

WHEATLANDS YMCA

WHEATLANDS SUBDIVISION FILING NO. 6,
BLOCK 5, LOT 1



LINE TABLE		
LINE	LENGTH	BEARING
L1	19.27	N45°40'37"E
L2	41.00	N27°00'27"E
L3	19.00	N67°59'39"E
L4	30.00	S67°59'39"E
L5	13.00	N27°00'27"E
L6	30.00	S67°59'39"E
L7	13.00	N27°00'27"E
L8	13.00	N67°59'39"E
L9	13.00	N27°00'27"E
L10	30.00	S67°59'39"E
L11	13.00	N27°00'27"E
L12	13.00	N67°59'39"E
L13	13.00	S67°59'39"E
L14	30.00	N27°00'27"E
L15	13.00	N67°59'39"E
L16	13.00	N27°00'27"E
L17	17.38	N48°48'03"E
L18	45.32	N67°59'39"E
L19	8.00	N77°14'46"E
L20	8.91	S67°59'39"E
L21	14.95	N67°59'39"E
L22	14.95	N67°59'39"E
L23	14.95	N67°59'39"E
L24	17.00	N27°00'27"E
L25	17.00	S67°59'39"E
L26	3.23	N27°00'27"E
L27	3.03	N27°00'27"E
L28	30.00	S67°59'39"E
L29	1.00	N27°00'27"E
L30	30.00	N67°59'39"E
L31	1.00	S27°00'27"E
L32	30.00	S67°59'39"E
L33	1.00	N27°00'27"E
L34	30.00	N67°59'39"E
L35	1.00	S27°00'27"E
L36	30.00	S67°59'39"E
L37	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L38	30.00	N67°59'39"E
L39	1.00	S27°00'27"E
L40	30.00	S67°59'39"E
L41	1.00	N27°00'27"E
L42	30.00	N67°59'39"E
L43	1.00	S27°00'27"E
L44	13.00	S67°59'39"E
L45	1.00	N27°00'27"E
L46	13.00	N67°59'39"E
L47	9.00	S27°00'27"E
L48	25.20	N27°00'27"E
L49	12.41	N32°23'46"E
L50	60.67	N72°45'14"E
L51	14.24	N32°23'46"E
L52	13.08	N47°09'25"E
L53	65.42	N72°45'14"E
L54	17.00	S77°14'46"E
L55	46.40	N72°45'14"E
L56	28.54	S77°14'46"E
L57	14.98	N72°36'46"E
L58	65.42	N72°45'14"E
L59	92.88	N31°40'17"E
L60	16.94	N39°29'10"E
L61	37.6	N68°42'51"E
L62	67.50	N77°01'11"W
L63	79.25	N77°01'11"W
L64	153.21	N77°04'48"W
L65	36.00	N27°00'27"E
L66	25.50	N27°00'27"E
L67	23.00	N67°59'39"E
L68	113.30	S27°00'27"E
L69	27.84	N27°00'27"E
L70	22.00	N67°59'39"E
L71	27.84	S27°00'27"E
L72	53.35	N67°59'39"E

LINE TABLE		
LINE	LENGTH	BEARING
L73	31.13	N77°14'46"E
L74	10.26	N67°59'39"E
L75	28.71	S27°00'27"E
L76	43.00	N67°59'39"E
L77	63.00	N27°00'27"E
L78	4.78	S67°59'39"E
L79	31.88	S77°14'46"E

LINE TABLE		
LINE	LENGTH	BEARING
L80	30.00	N67°59'39"E
L81	1.00	S27°00'27"E
L82	30.00	S67°59'39"E
L83	1.00	N27°00'27"E
L84	30.00	N67°59'39"E
L85	1.00	S27°00'27"E
L86	30.00	S67°59'39"E
L87	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L88	30.00	N67°59'39"E
L89	1.00	S27°00'27"E
L90	30.00	S67°59'39"E
L91	1.00	N27°00'27"E
L92	30.00	N67°59'39"E
L93	1.00	S27°00'27"E
L94	30.00	S67°59'39"E
L95	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L96	30.00	N67°59'39"E
L97	1.00	S27°00'27"E
L98	30.00	S67°59'39"E
L99	1.00	N27°00'27"E
L100	30.00	N67°59'39"E
L101	1.00	S27°00'27"E
L102	30.00	S67°59'39"E
L103	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L104	30.00	N67°59'39"E
L105	1.00	S27°00'27"E
L106	30.00	S67°59'39"E
L107	1.00	N27°00'27"E
L108	30.00	N67°59'39"E
L109	1.00	S27°00'27"E
L110	30.00	S67°59'39"E
L111	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L112	30.00	N67°59'39"E
L113	1.00	S27°00'27"E
L114	30.00	S67°59'39"E
L115	1.00	N27°00'27"E
L116	30.00	N67°59'39"E
L117	1.00	S27°00'27"E
L118	30.00	S67°59'39"E
L119	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L120	30.00	N67°59'39"E
L121	1.00	S27°00'27"E
L122	30.00	S67°59'39"E
L123	1.00	N27°00'27"E
L124	30.00	N67°59'39"E
L125	1.00	S27°00'27"E
L126	30.00	S67°59'39"E
L127	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L128	30.00	N67°59'39"E
L129	1.00	S27°00'27"E
L130	30.00	S67°59'39"E
L131	1.00	N27°00'27"E
L132	30.00	N67°59'39"E
L133	1.00	S27°00'27"E
L134	30.00	S67°59'39"E
L135	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L136	30.00	N67°59'39"E
L137	1.00	S27°00'27"E
L138	30.00	S67°59'39"E
L139	1.00	N27°00'27"E
L140	30.00	N67°59'39"E
L141	1.00	S27°00'27"E
L142	30.00	S67°59'39"E
L143	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L144	30.00	N67°59'39"E
L145	1.00	S27°00'27"E
L146	30.00	S67°59'39"E
L147	1.00	N27°00'27"E
L148	30.00	N67°59'39"E
L149	1.00	S27°00'27"E
L150	30.00	S67°59'39"E
L151	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L152	30.00	N67°59'39"E
L153	1.00	S27°00'27"E
L154	30.00	S67°59'39"E
L155	1.00	N27°00'27"E
L156	30.00	N67°59'39"E
L157	1.00	S27°00'27"E
L158	30.00	S67°59'39"E
L159	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L160	30.00	N67°59'39"E
L161	1.00	S27°00'27"E
L162	30.00	S67°59'39"E
L163	1.00	N27°00'27"E
L164	30.00	N67°59'39"E
L165	1.00	S27°00'27"E
L166	30.00	S67°59'39"E
L167	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L168	30.00	N67°59'39"E
L169	1.00	S27°00'27"E
L170	30.00	S67°59'39"E
L171	1.00	N27°00'27"E
L172	30.00	N67°59'39"E
L173	1.00	S27°00'27"E
L174	30.00	S67°59'39"E
L175	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L176	30.00	N67°59'39"E
L177	1.00	S27°00'27"E
L178	30.00	S67°59'39"E
L179	1.00	N27°00'27"E
L180	30.00	N67°59'39"E
L181	1.00	S27°00'27"E
L182	30.00	S67°59'39"E
L183	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L184	30.00	N67°59'39"E
L185	1.00	S27°00'27"E
L186	30.00	S67°59'39"E
L187	1.00	N27°00'27"E
L188	30.00	N67°59'39"E
L189	1.00	S27°00'27"E
L190	30.00	S67°59'39"E
L191	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L192	30.00	N67°59'39"E
L193	1.00	S27°00'27"E
L194	30.00	S67°59'39"E
L195	1.00	N27°00'27"E
L196	30.00	N67°59'39"E
L197	1.00	S27°00'27"E
L198	30.00	S67°59'39"E
L199	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L200	30.00	N67°59'39"E
L201	1.00	S27°00'27"E
L202	30.00	S67°59'39"E
L203	1.00	N27°00'27"E
L204	30.00	N67°59'39"E
L205	1.00	S27°00'27"E
L206	30.00	S67°59'39"E
L207	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L208	30.00	N67°59'39"E
L209	1.00	S27°00'27"E
L210	30.00	S67°59'39"E
L211	1.00	N27°00'27"E
L212	30.00	N67°59'39"E
L213	1.00	S27°00'27"E
L214	30.00	S67°59'39"E
L215	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L216	30.00	N67°59'39"E
L217	1.00	S27°00'27"E
L218	30.00	S67°59'39"E
L219	1.00	N27°00'27"E
L220	30.00	N67°59'39"E
L221	1.00	S27°00'27"E
L222	30.00	S67°59'39"E
L223	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L224	30.00	N67°59'39"E
L225	1.00	S27°00'27"E
L226	30.00	S67°59'39"E
L227	1.00	N27°00'27"E
L228	30.00	N67°59'39"E
L229	1.00	S27°00'27"E
L230	30.00	S67°59'39"E
L231	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L232	30.00	N67°59'39"E
L233	1.00	S27°00'27"E
L234	30.00	S67°59'39"E
L235	1.00	N27°00'27"E
L236	30.00	N67°59'39"E
L237	1.00	S27°00'27"E
L238	30.00	S67°59'39"E
L239	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L240	30.00	N67°59'39"E
L241	1.00	S27°00'27"E
L242	30.00	S67°59'39"E
L243	1.00	N27°00'27"E
L244	30.00	N67°59'39"E
L245	1.00	S27°00'27"E
L246	30.00	S67°59'39"E
L247	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L248	30.00	N67°59'39"E
L249	1.00	S27°00'27"E
L250	30.00	S67°59'39"E
L251	1.00	N27°00'27"E
L252	30.00	N67°59'39"E
L253	1.00	S27°00'27"E
L254	30.00	S67°59'39"E
L255	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L256	30.00	N67°59'39"E
L257	1.00	S27°00'27"E
L258	30.00	S67°59'39"E
L259	1.00	N27°00'27"E
L260	30.00	N67°59'39"E
L261	1.00	S27°00'27"E
L262	30.00	S67°59'39"E
L263	1.00	N27°00'27"E

LINE TABLE		
LINE	LENGTH	BEARING
L264	30.00	N67°59'39"E
L265	1.00	S27°00'27"E
L266	30.00	S67°59'39"E
L267	1.00	N27°00'27"E
L268	30.00	N67°59'39"E
L269	1.00	S27°00'27"E
L270	30.00	S67°59'39"E
L271	1.00	N27°00'27"E

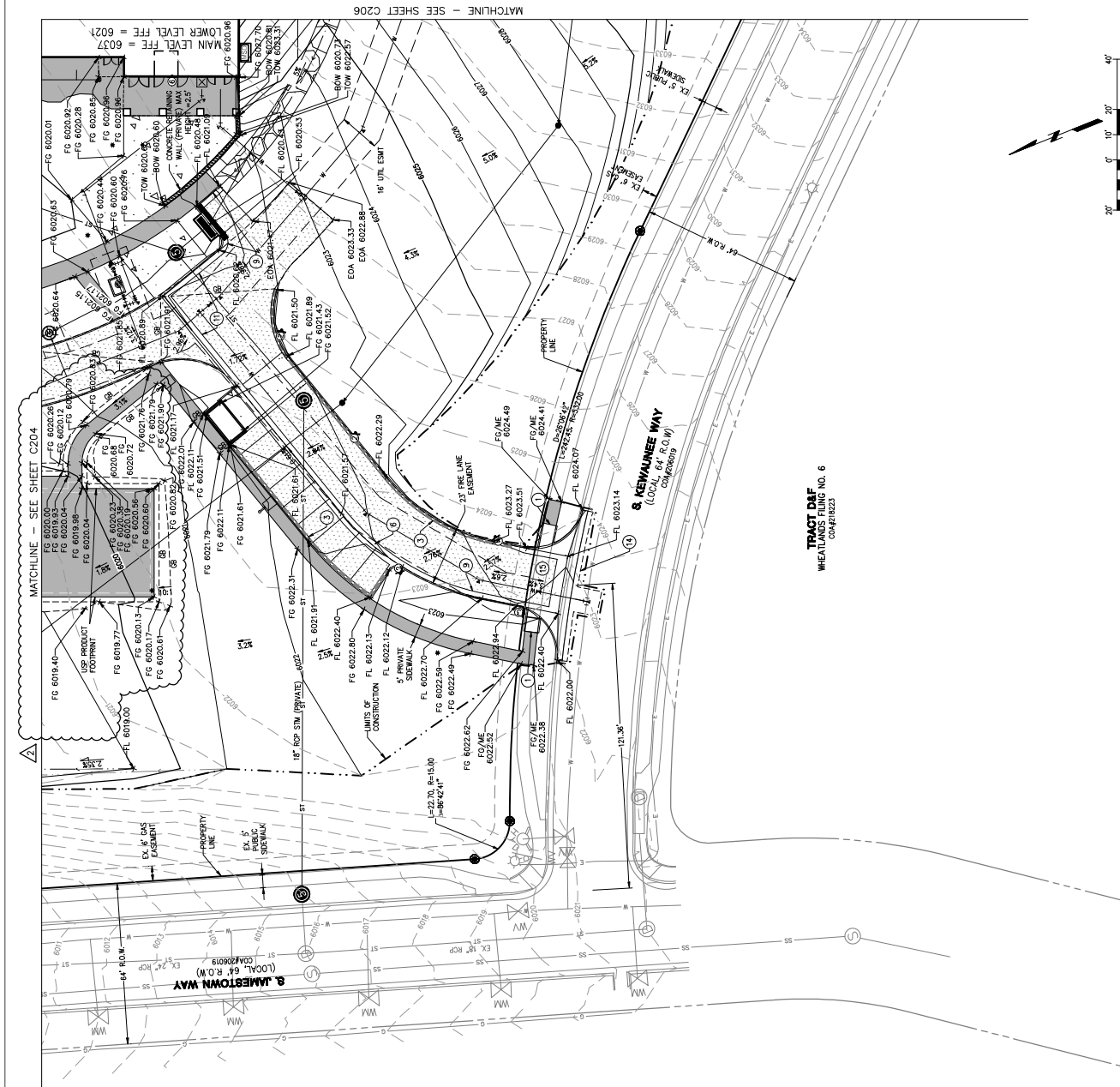
LINE TABLE		
LINE	LENGTH	BEARING
L272	30.00	N67°59'39"E
L273	1.00	S27°00'27"E
L274	30.00	S67°59'39"E

BENCHMARK:

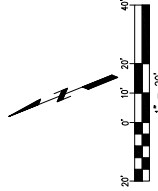
CITY OF AURORA BENCHMARK 550520NE01, 3" DIAM BRASS CAP (STAMPED COA BM, 23-121-8, 2005) CENTERED ON THE BACK OF A CURB OPENING INLET STRUCTURE AND FACING ON S. LITTLE RIVER PLACE AND BEING AT THE NWLY CORNER OF POWHATTON RD. & S. LITTLE RIVER PLACE. AURORA DATUM ELEVATION 6017.33' (NAVD 88).

BASIS OF BEARING

BASIS OF BEARING FOR THIS PROJECT IS RANGE
LINE WITHIN S. POWHATON ROAD ASSUMED TO BEAR
S 71°54'59" E AND MONUMENTED AS SHOWN ON
THE SURVEY.



TRACT D&F
WHEATLANDS FILING NO. 6
C044218223



FACSIMILE
This electronic plan is a facsimile of the
signed and sealed pdf set
Luigi J. Nono Date 2/20/23
Lincoln L. Thompson, D.E.

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Project Number:	2018.043
Issue:	CONSTRUCTION SET
Date:	09-23-2019
Drawn By:	UT
Checked By:	UT
Revisions:	

DOCUMENT PACKAGE FOR
REGULATORY APPROVAL,
PERMITTING, AND CONSTRUCTION

WHEATLANDS YMCA

WHEATLANDS SUBDIVISION FILING 6,
BLOCK 5, LOT 1

Elevation Consulting

brsarch.com



KEY/LOCATION MAP

GRADING NOTES:

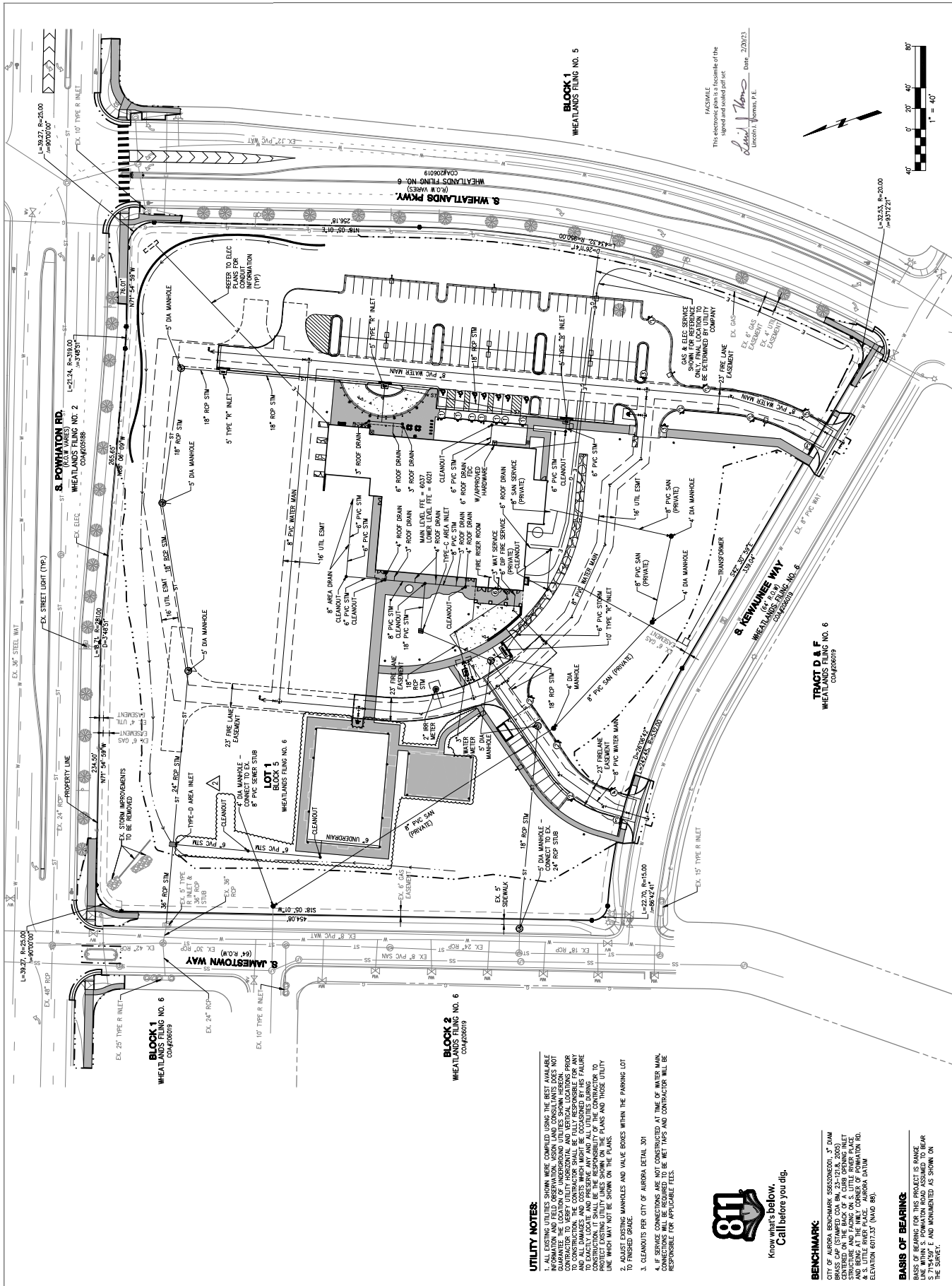
1. ALL EXISTING UTILITIES SHOWN WERE COMPILED USING THE BEST AVAILABLE INFORMATION AND FIELD OBSERVATION. ELEVATION CONSULTING DOES NOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTOR TO VERIFY UTILITY HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO UTILITIES THAT MAY OCCUR. ANY OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES DURING CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING UTILITY LINES SHOWN ON THE PLANS AND THOSE UTILITY LINES WHICH MAY NOT BE SHOWN ON THE PLANS.

PAYING NOTES:

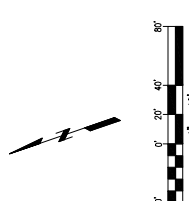
2. THE OWNER/CONTRACTOR MUST OBTAIN A C.D.P.S. STORMWATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, IF REQUIRED.

CONSTRUCTION NOTES:

- | | |
|----|---|
| 1 | PUBLIC CURB RAMP PER DETAIL J ON SHEET C200. |
| 2 | CONSTRUCT PRIVATE ADA RAMP PER DETAIL C ON SHEET C200. |
| 3 | CONSTRUCT PRIVATE 6" VERTICAL SPILL CURB PER COA STD. DETAIL 57(1). |
| 4 | CONSTRUCT PRIVATE 6" VERTICAL CATCH CURB PER COA STD. DETAIL 57(2). |
| 5 | CONSTRUCT PRIVATE ADA RAMP PER DETAIL E ON SHEET C200. |
| 6 | CONSTRUCT PRIVATE 4" WIDE CROSS PAV PER DETAIL D ON SHEET C200. |
| 7 | PRIVATE TEMP. ASPHALT CURB PER DETAIL G ON SHEET C200. |
| 8 | CONSTRUCT PRIVATE CURB CHASE PER DETAIL E ON SHEET C200. |
| 9 | PRIVATE 4" CURB & GUTTER WITH 2" PAV PER COA STD. DETAIL 57(1). |
| 10 | CONSTRUCT PRIVATE ELUSH CURB PER DETAIL H ON SHEET C200. |
| 11 | CONSTRUCT PRIVATE MOUNTABLE CURB & GUTTER PER COA DETAIL 57(1). |
| 12 | CONSTRUCT PRIVATE ELUSH SPILL CURB PER DETAIL I ON SHEET C200. |
| 13 | SEE SHEET C401 FOR CURB AND SIDEWALK REPLACEMENT DETAILS. |
| 14 | PUBLIC 2" SANDLOT AND ASPHALT PATCH. |
| 15 | CONSTRUCT PUBLIC MEDIAN NOSE PER COA STD. DETAIL 54(1). |
| 16 | CONSTRUCT PUBLIC 6" CROSSPAV (PATIO). |



APPROVED
This electronic plan is a facsimile of the
signed and sealed pdf set.
David Thomas Date: 2/20/23
Lincoln, Kansas, P.E.

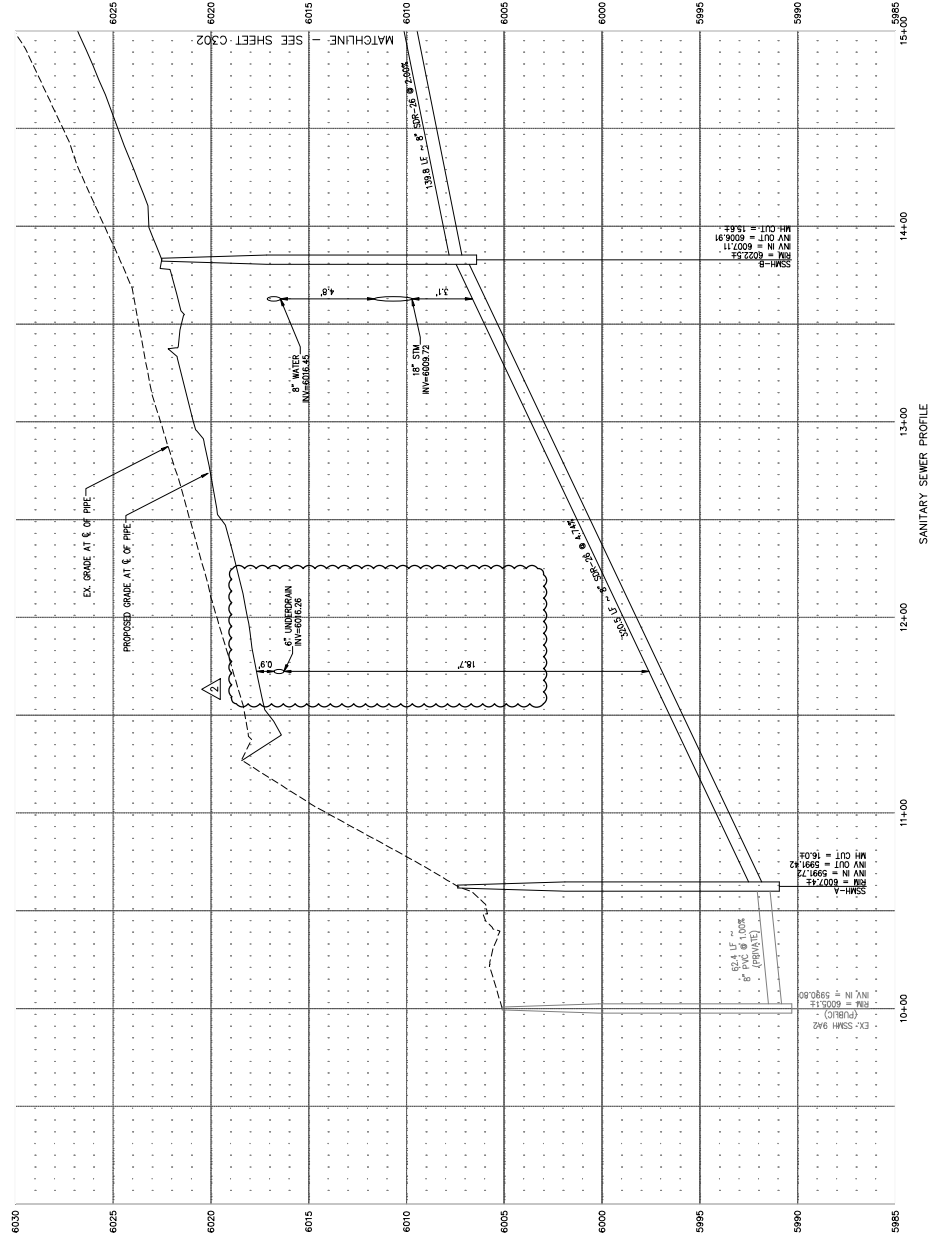




DOCUMENT PACKAGE FOR
REGULATORY APPROVAL,
PERMITTING, AND CONSTRUCTION

Rev.	Date	Desc
ADD 01	01/09/2020	
CITY SUBMITTAL	03/03/2020	
ASH 04	03/28/2020	
HID 05	2/17/2023	

C301
SHEET 18



BEDDING NOTE:

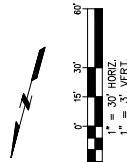
BEDDING SHALL BE CLASS B ALTERNATE

FACSIMILE

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Leind / Nov Date 2/20/23

Lincoln, TX 75401, BE



**Know what's below.
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• BENCHMARK

BRASS CAP (STAMPED COA BM, 23-121.8, 2005)
CENTERED ON THE BACK OF A CURB OPENING INLET
STRUCTURE AND FACING ON S. LITTLE RIVER PLACE
AND BEING AT THE NWLY CORNER OF POWHATAN RD.
& S. LITTLE RIVER PLACE. AURUM DATUM
ELEVATION: 6017.33' (NAVD, 98)

BASIS OF BEARING

BASIS OF BEARING FOR THIS PROJECT IS RANGE
LINE WITHIN S. POWHATON ROAD ASSUMED TO BEAR
S 71°54'59" E AND MONUMENTED AS SHOWN ON
THE SURVEY.

STORM SEWER NOTES:

- ALL EXISTING UTILITIES SHOWN WERE COMPILED FROM THE FOLLOWING SOURCES:
FIELD OBSERVATION, ELEVATION CONSULTING CO'S
UTILITY RECORDS, CITY OF AURORA RECORDS, CITY OF AURORA
UTILITIES SHOWN HEREON. CONTRACTOR TO VERIFY
UTILITY HORIZONTAL AND VERTICAL LOCATIONS
AND DEPTHS PRIOR TO CONSTRUCTION.
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DAMAGES TO EXISTING UTILITIES.
- ALL EXISTING STORM SEWER INFRASTRUCTURE
IS PRIVATE, UNLESS OTHERWISE NOTED, AND SIZE
FOR THE 100-YEAR STORM EVENT.
- CLEANOUTS PER CITY OF AURORA DETAIL 301.
CONNECTION SHALL BE CURED INTO EXISTING
INLET WALL AND NON SHANK GROUT PLACED
AROUND P.C.

STORM SEWER PLAN

1. SEE SHEET C304

2. SEE SHEET C305

3. SEE SHEET C306

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22

Sheet title:
PRIVATE STORM SEWER
PLAN & PROFILE

C303

SHEET 20

THIS ELECTRONIC PLAN IS A FACSIMILE OF THE
ORIGINAL AND IS NOT TO BE USED FOR
CONSTRUCTION.

DATE: 2/20/23
DRAWN BY: [Signature]
CHECKED BY: [Signature]

STORM SEWER NOTES:

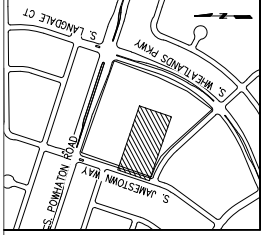
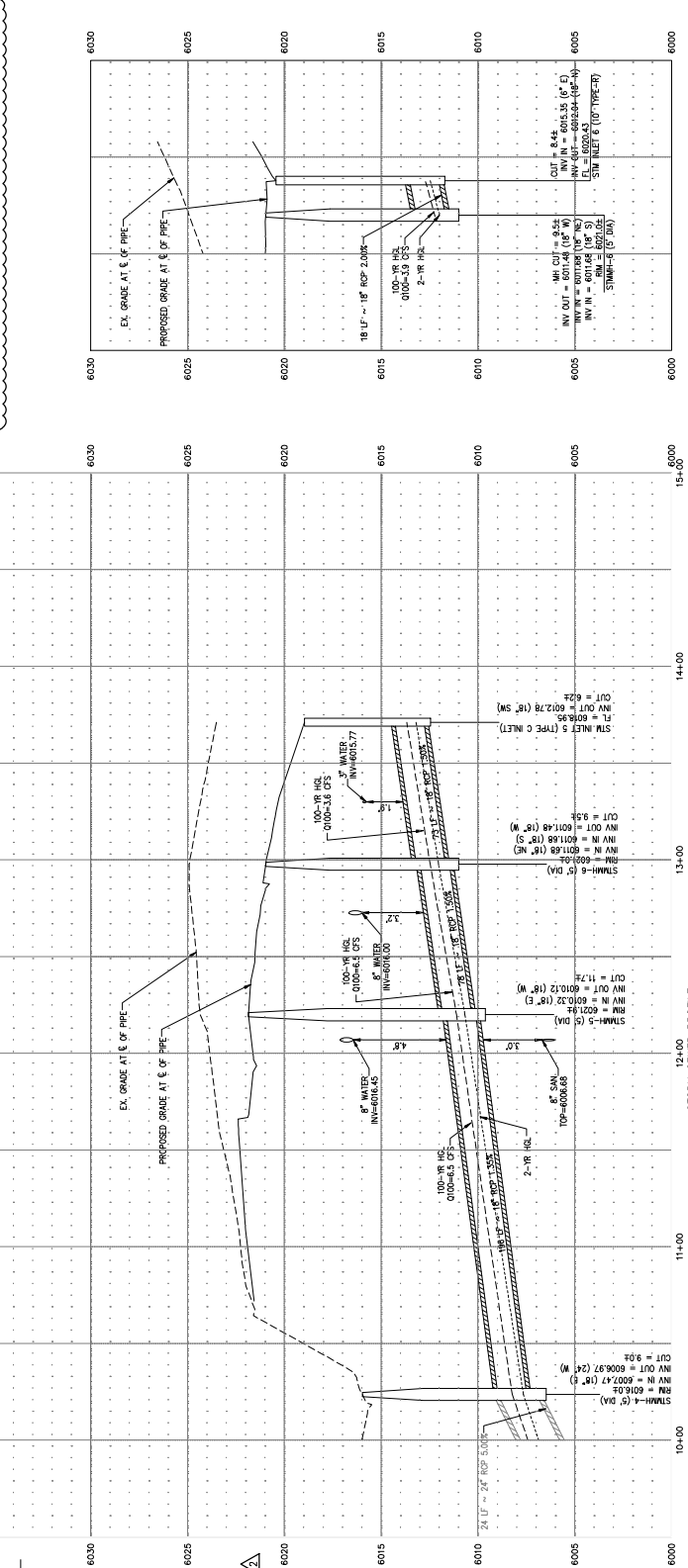
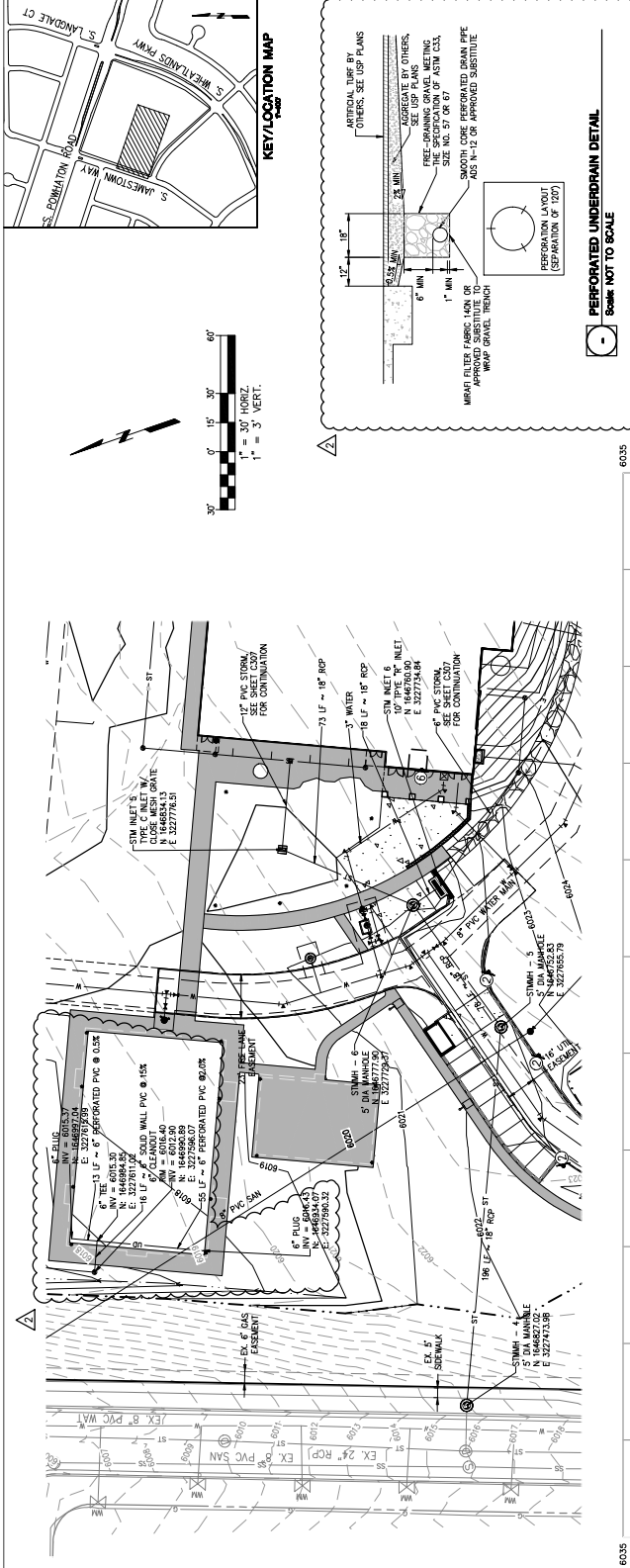
1. ALL EXISTING UTILITIES SHOWN WERE COMPILED FROM AERIAL PHOTOGRAPHY, FIELD SURVEY, AND FIELD OBSERVATION. ELEVATION CONSULTING DOES NOT GUARANTEE THE LOCATION OF UNDERGROUND UTILITIES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MAY BE INCURRED BY ANY AND ALL UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MAY BE INCURRED BY ANY AND ALL UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.
2. ALL PROPOSED STORM SEWER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 100-YEAR STORM EVENT.
3. CLEANOUTS PER CITY OF AUBURN DETAIL 301.



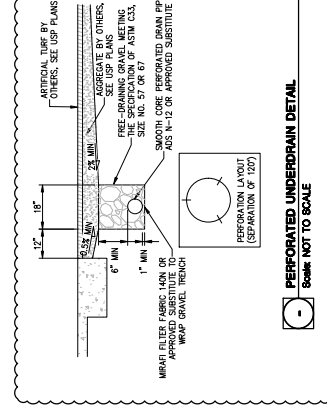
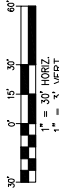
Know what's below.
Call before you dig.

CITY OF AUBURN BENCHMARK OBSERVATION: 3" DIAM BRASS CAP (STAMPED COA IN, 23-1218, 2003) LOCATED AT THE CORNER OF THE STORM SEWER STRUCTURE AND FACING S. LITTLE RIVER PLAZA AND BEING AT THE INTERSECTION OF FOUNDATION RD. AND S. LITTLE RIVER PLAZA. THE BENCHMARK IS ASSIGNED TO BEAR 15° TO THE STORM SEWER STRUCTURE. THE BENCHMARK ELEVATION 607.23' (NAOD 88).

BASES OF BEARING FOR THIS PROJECT IS RANGE 15° TO THE STORM SEWER STRUCTURE. THE BENCHMARK IS ASSIGNED TO BEAR 15° TO THE STORM SEWER STRUCTURE. THE BENCHMARK ELEVATION 607.23' (NAOD 88).



KEY/LOCATION MAP



PERFORATED UNDERDRAIN DETAIL
Scale: NOT TO SCALE

WHEATLANDS YMCA

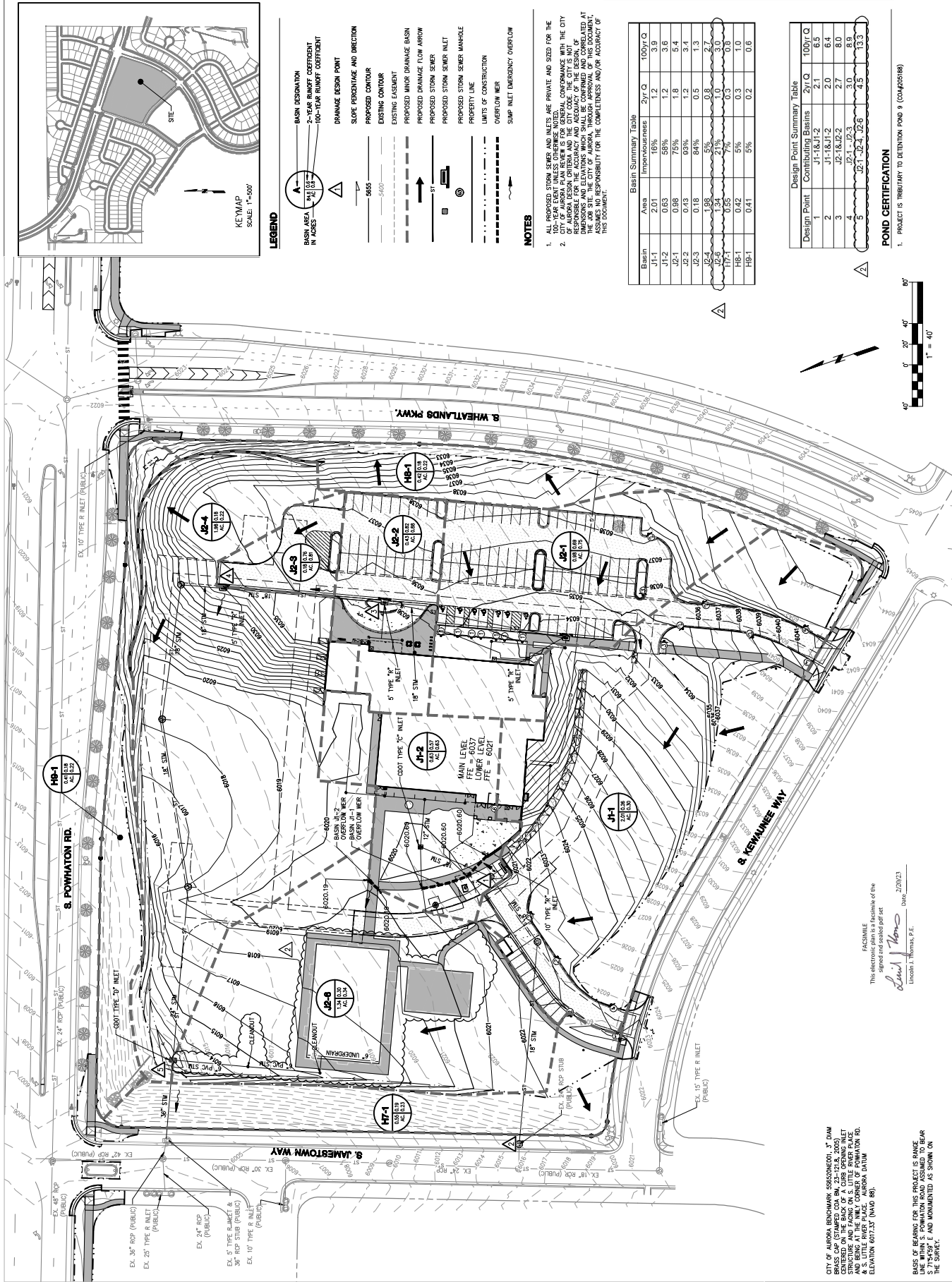
WHEATLANDS SUBDIVISION FILING 6,
BLOCK 5, LOT 1

DOCUMENT PACKAGE FOR
REGULATORY APPROVAL,
PERMITTING AND CONSTRUCTION

Project Number:	2018243
Issue:	CONSTRUCTION SET
Date:	09-23-2019
Drawn By:	UT
Checked By:	UT
Revised:	
Scale:	AS SHOWN
City:	CITY OF AUBURN
State:	AL
County:	ALBANY
Township:	10 N 10 E
Section:	36

Sheet:
PRIVATE STORM SEWER
PLAN & PROFILE

C305
SHEET 22



1. PROJECT IS TRIBUTARY TO DETENTION POND 9 (COMP25188)

This electronic plan is a facsimile of the
signed and sealed pdf set
Lincoln L. Thomas, P.E.
DATE: 2/20/23

CITY OF AURORA BENCHMARK: 08/08/2000, 3" DAM
BRASS CAP (STAMPED COA BM, 23-1218, 2003)
ELEVATION 607.33 (NAD 83) - 10' RADIUS
STRUCTURE AND FOUND ON S. LITTLE PRAIRIE PLANT
AND BEING AT THE INTERSECTION OF FOUNDATION RD.
AND S. LITTLE PRAIRIE PLANT. THE ELEVATION 607.33
ELEVATION 607.33 (NAD 83).

BASES OF BEARING FOR THIS PROJECT IS RANGE
31° 15' 00" E. AND 31° 15' 00" W. ASSIGNED TO BEAR
31° 15' 00" E. AND 31° 15' 00" W. SHOWN ON
THE SURVEY.

- NOTES**
1. ALL PROPOSED STORM SEWER AND INLETS ARE PRIVATE AND SIZED FOR THE 100-YEAR EXENT UNLESS OTHERWISE NOTED.
 2. THE CITY OF AURORA PLAN REVIEW IS FOR GENERAL CONFORMANCE WITH THE CITY OF AURORA SUBDIVISION FILING 6, BLOCK 5, LOT 1. THE CITY OF AURORA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OF THE PROJECT. THE CITY OF AURORA IS NOT RESPONSIBLE FOR THE ACCURACY OF THE JOB SITE. THE CITY OF AURORA, THROUGH APPROVAL OF THIS DOCUMENT, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.

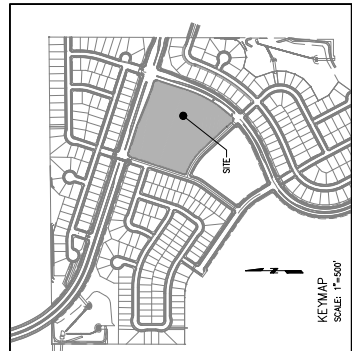
Basin	Area	Imperviousness	2yr Q	100yr Q
J1-1	2.01	16%	1.2	3.9
J1-2	0.63	58%	1.2	3.6
J2-1	0.98	75%	1.6	5.4
J2-2	0.43	93%	1.2	3.4
J2-3	0.18	84%	0.5	1.3
J2-4	0.36	5%	0.8	2.7
J2-5	0.35	21%	1.0	3.0
J2-6	0.42	5%	0.3	1.0
J2-7	0.41	5%	0.2	0.6

Design Point	Controlling Basins	2yr Q	100yr Q
1	J1-1, J1-2	2.1	6.5
2	J1-1, J1-2	2.1	6.5
3	J2-1, J2-2	2.7	8.0
4	J2-1, J2-3	3.0	8.9
5	J2-1, J2-4, J2-6	4.5	13.3

POND CERTIFICATION

1. PROJECT IS TRIBUTARY TO DETENTION POND 9 (COMP25188)

- LEGEND**
- BASIN DESIGNATION
 - 2-YEAR RUNOFF COEFFICIENT
 - 100-YEAR RUNOFF COEFFICIENT
 - DRAINAGE DESIGN POINT
 - STORM PERCENTAGE AND DIRECTION
 - PROPOSED CONTOUR
 - EXISTING CONTOUR
 - PROPOSED MINOR DRAINAGE BASIN
 - PROPOSED DRAINAGE FLOW ARROW
 - PROPOSED STORM SEWER
 - PROPOSED STORM SEWER INLET
 - PROPOSED STORM SEWER MANHOLE
 - PROPERTY LINE
 - LIMITS OF CONSTRUCTION
 - OVERFLOW WEIR
 - STORM INLET EMERGENCY OVERFLOW





Ad & Marketing Campaign Overview

February 2023

AD SYNOPSIS

February 2023

- **Ad spend: ~\$37K**
 - MOTUS/Vi – display, social, search (~\$19K)
 - CBS4 – TV, digital (~11K + \$7K)
- **Impressions: ~2.1M**
 - 395K – social
 - 1.4M – TV & 181K Paramount OTT
 - 214K – display
 - 57K – CTV
 - 16K – search non-grant (9K grant account)
- **Website Traffic** (page views):
 - /join: 8,608 (11,900)
 - /trial-pass+ guest pass: 6,629**
(2,257-formerly guest pass)
 - /summer-day-camp: 11,415 (11,720)

Integrated Guest/Trial Pass page into Salesforce on 2/1. Jump from ~40 pageviews first half of month to 848 pageviews on 2/17 with ad campaign update.

Expectations for March 2023:

1. Ad spend for March will highlight Trial Pass & limited camp.
2. New partnership with iHeart - podcast will have dual focus on Trial Pass + Camp (started 2/28).
3. Facebook Leads (directly into Salesforce) began in February at U Hills and will be implemented for all center pages in March.

Observations compared to January 2023:

Web traffic

↑ to Trial Pass/Guest Pass 6,229 (2,257)

↓ # of new users 38,309 (49,887) but exceeded KPI for month

Clicks

↓ on Meta 8,396 (12,067)

↓ on Paid Search 1,772 (2,118)

↓ on Grant Search 1,354 (1,917)

↑ on Display 2,559 (1,981)

CTR (click thru rate)

↓ on Meta 2.08 (2.92%)

↓ on Paid Search 11.27% (14.16%)

↑ on Grant Search 15.09% (14.37%)

↑ on Display 1.20 (1.10%)

CPC (cost per click)

↑ on Meta \$0.79 (\$0.54)

↓ on Paid Search \$1.10 (\$1.17)

↑ on Grant Search \$4.35 (\$4.21)

↓ on Display \$1.76 (\$1.92)

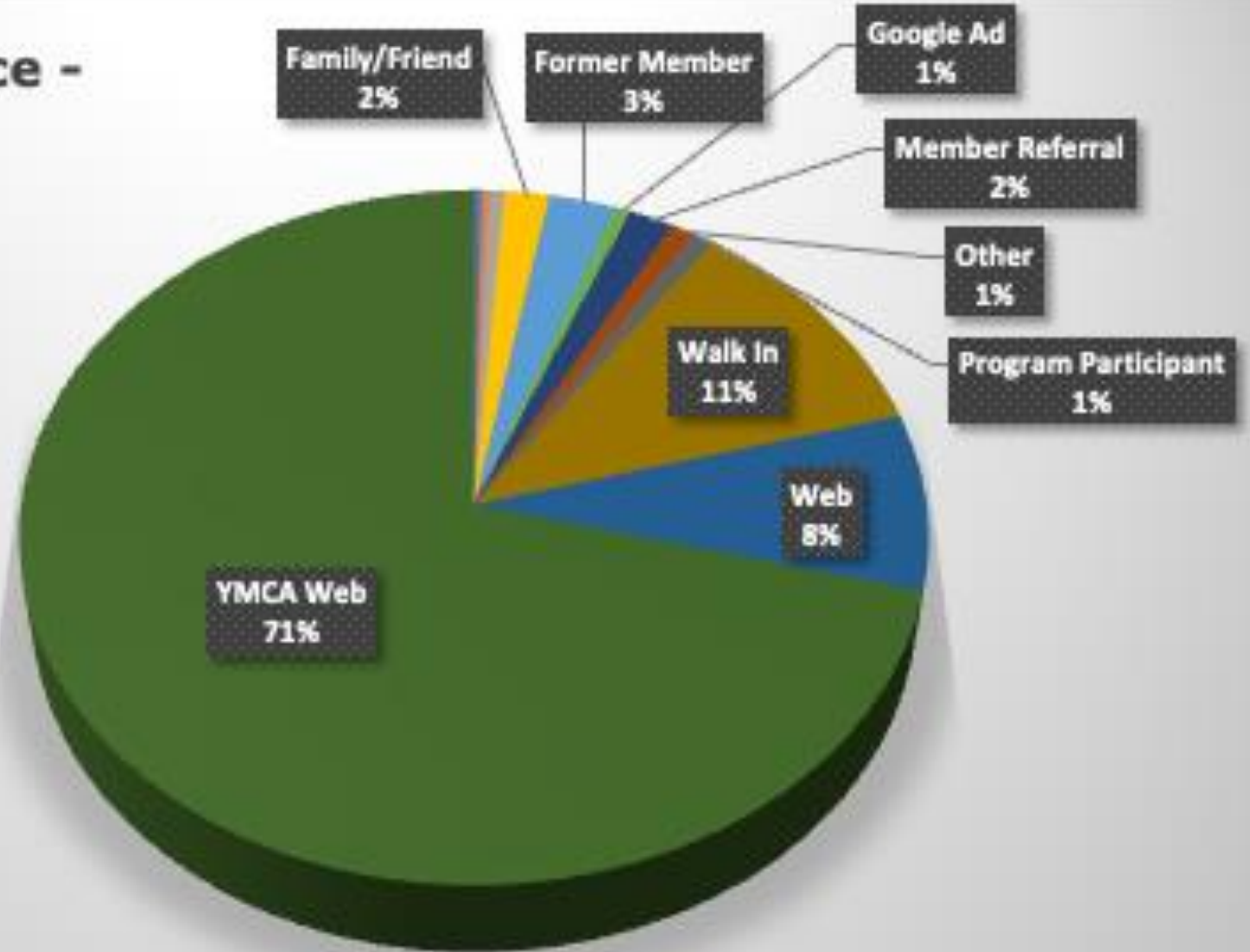
CTV (Connected TV)

↓ on video starts 57,514 (73,791)

↓ on video completes 56,842 (72,542)

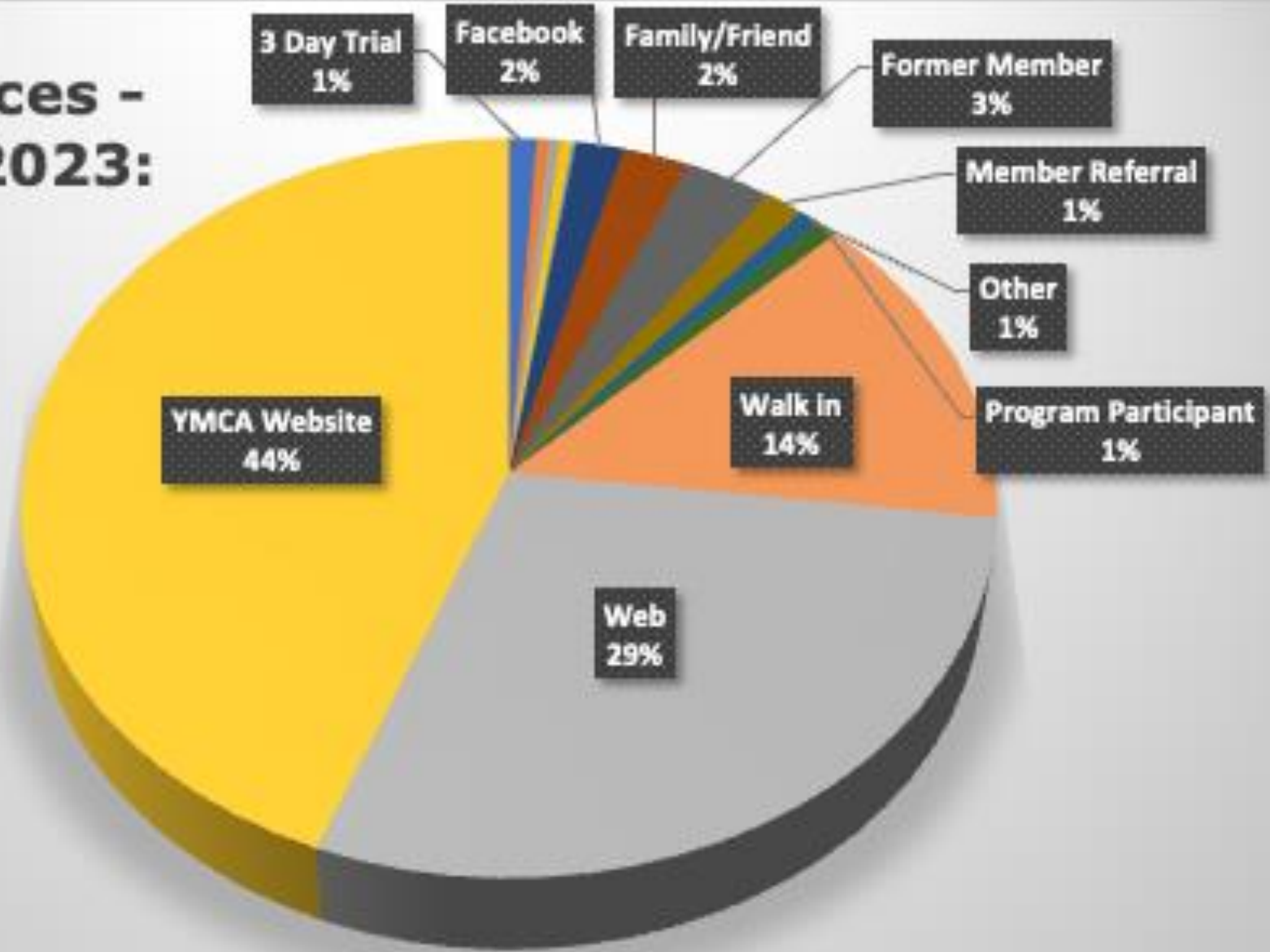
Cost per completion was the same (\$0.02) as January

Joins by Lead Source - February 2023: 418



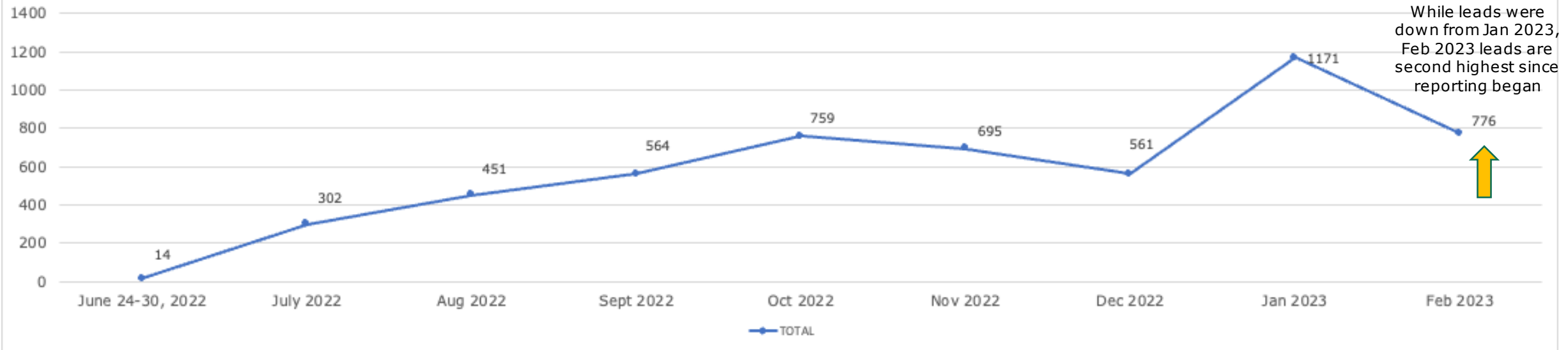
*includes data on 342 of 418 joins by lead.


Lead Sources - February 2023: 776



*includes data on 698 of 776 leads

LEAD SOURCE BY VOLUME






the **Y** YMCA

SUMMER OUTSIDE THE BOX

Shape your summer adventure with the
Denver YMCA at denverymca.org/summer-camp.

SCAN THE CODE  & REGISTER NOW



CHOOSE YOUR ADVENTURE

Customize your YMCA Summer Camp Experience. At YMCA camp, kids build critical thinking and problem-solving skills, gain a love of learning and develop social skills. Every youth belongs at YMCA camp!

JOIN THE Y & SAVE ON SUMMER CAMP!

When you join the Y, not only will you save \$50 a week on summer camp, you'll also get to experience all the amazing perks of Y membership including:

- Cardio and strength training equipment, including our smart tech EGYM
- Art, cooking and dance classes
- Access to live and on-demand programs with Y360
- Member savings on camp, youth sports, swim lessons and more

FIND CONNECTION & COMMUNITY AT THE Y
Everyone can explore their purpose, dreams and goals at the Y. Achieve health and wellness for spirit, mind and body. You belong at the Y.



TRY THE Y FOR FREE! Scan the QR code for a 3-day guest pass.

Summer Camp Post Card – dropped week of Feb. 13



DAY CAMP (Ages 5-15)

Through weekly activities, field trips and themes, day campers explore new interests and make life-long friends. Ages vary by site.



ART (Ages 7-12)

Young artists get creative and gain confidence while exploring ceramics, sculpture, drawing and painting.



DANCE (Ages 7-12)

Dancers of all skill levels try out ballet, hip-hop and tap in this high energy camp.



STEM (Ages 7-12)

STEM Camp delivers hands-on fun in science, technology and more with activities like K'NEX, Rocketry and Coding.



SPORTS CAMP (Ages 8-12)

Coaches teach the fundamentals of basketball, soccer and volleyball in a fun and supportive environment.



NATURE & FOOD-DIG IN (Ages 9-13)

Explore the magic of growing and eating! Campers learn about plant pollination and cooking.



ADVENTURE CAMP (Ages 11-14)

Campers build skills and confidence while enjoying white-water rafting, canoeing, hiking, paddle-boarding, zipling and archery.




LEADERS IN TRAINING (Ages 12-14)

Teens learn about global issues and build leadership skills through discussions, service-learning projects and field trips.

Camp locations vary throughout the Denver Metro area. KinderCamp and Before camp care are offered at some YMCAs and select sites.

YMCA OF METRO DENVER
2625 S. Colorado Blvd
Denver, CO 80222

Display ads
(multiple sizes)



**SUMMER
OUTSIDE
THE BOX**

Social ads



CBS4 ads

[:15 commercial](#) (TV & CCTV)

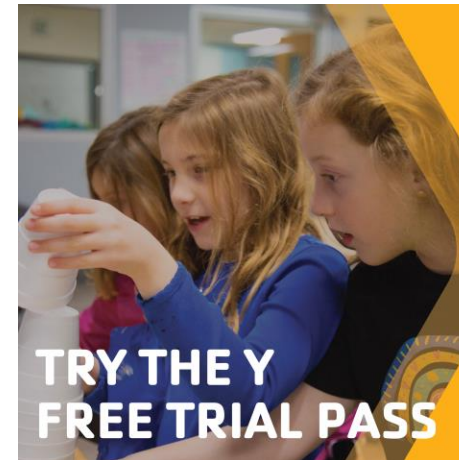
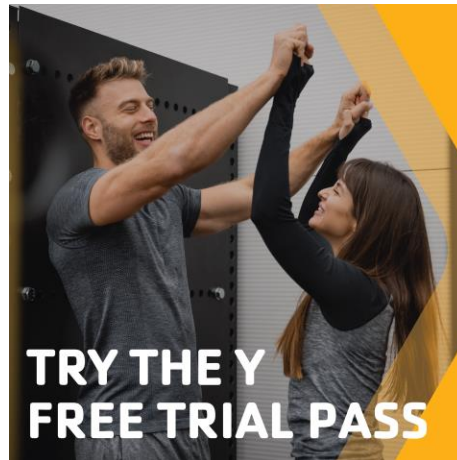
[Elevator](#)



Membership -
3 Day Trial Pass creative (display)
for late Feb into March



Membership -
3 Day Trial Pass creative (social-photo carousel)
for late Feb into March



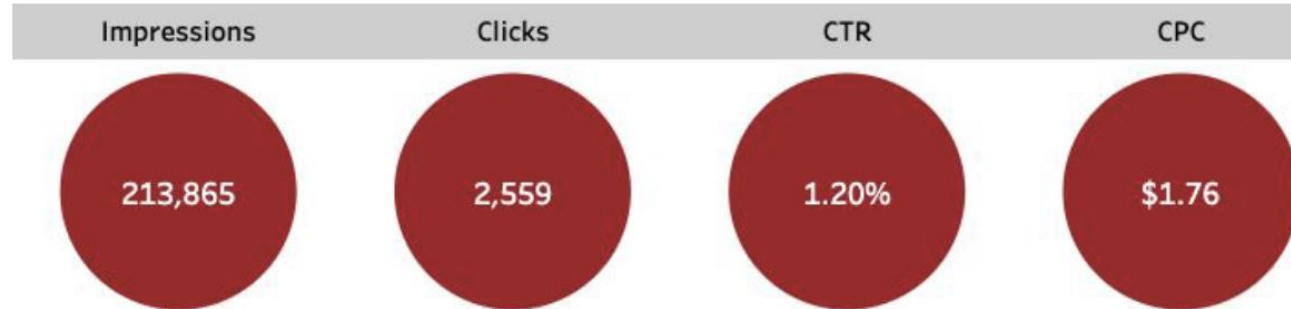
Reference:

- [2023 February Monthly Lead-Member Report](#)
- [LEAD SOURCE GRAPHS.xlsx](#)
- [MOTUS/Vi Acquire February 2023 Report](#) (pending detailed Meta reporting)



Dashboard Digital Campaigns

February 2023 Review



Location Performance

Click on [+] sign next to Audience to expand to Ad Group

Location	Impressions	Clicks	CTR	CPC
Arvada	17,134	295	1.72%	\$1.23
Aurora	22,677	334	1.47%	\$1.43
DT Denver	42,495	477	1.12%	\$1.88
Littleton	34,628	431	1.24%	\$1.70
Southwest Family	40,479	470	1.16%	\$1.82
University Hills	56,452	552	0.98%	\$2.16

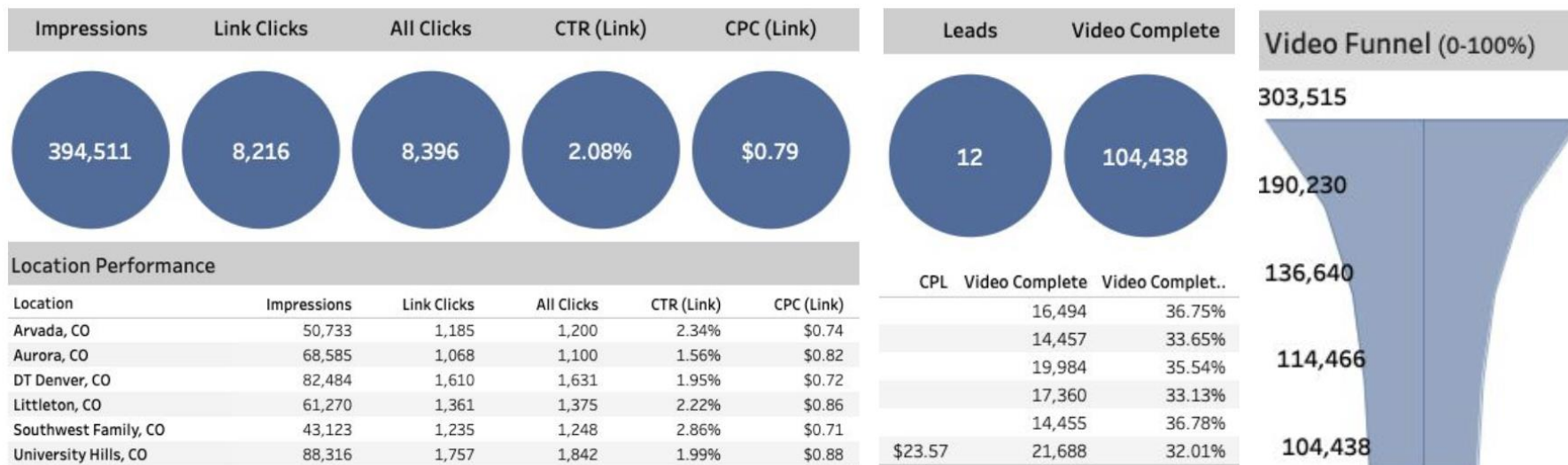
Audience Performance

Audience	Impressions	Clicks	CTR	CPC
AGF	73,861	904	1.22%	\$1.72
NM	75,504	866	1.15%	\$1.84
FEB	64,500	789	1.22%	\$1.72



Dashboard Social Campaigns

February 2023 Review





Dashboard CTV Campaigns

February 2023 Review

Impressions	CTR	Spend	Video Starts	Cost/ VideoStart	Video Complete	Cost/ CompletedView	Video Completion Rate
57,895	0.01%	\$1,221.58	57,514	\$0.02	56,842	\$0.02	98.83%

Location Performance

Location	Impressions	CTR	Spend	Video Starts	Cost/ VideoStart	Video Complete	Cost/ CompletedView	Video Completion Rate
Arvada	4,882	0.02%	\$103.01	4,862	\$0.02	4,807	\$0.02	98.87%
Aurora	4,900	0.02%	\$103.39	4,870	\$0.02	4,817	\$0.02	98.91%
DT Denver	14,284	0.00%	\$301.39	14,167	\$0.02	13,987	\$0.02	98.73%
Littleton	12,466	0.00%	\$263.03	12,397	\$0.02	12,236	\$0.02	98.70%
Southwest Family	7,915	0.01%	\$167.01	7,846	\$0.02	7,767	\$0.02	98.99%
University Hills	13,448	0.00%	\$283.75	13,372	\$0.02	13,228	\$0.02	98.92%



Dashboard

Paid search Campaigns

February 2023 Review

 **CLICKS**
DENVER YMCA (NON GRANT)
1,772

 **IMPRESSIONS**
DENVER YMCA (NON GRANT)
15,726

 **AVG. CPC**
DENVER YMCA (NON GRANT)
\$1.10

 **COST**
DENVER YMCA (NON GRANT)
\$1,947.35

 **CTR**
DENVER YMCA (NON GRANT)
11.27%

 **CONV.**
DENVER YMCA (NON GRANT)
611.89

CAMPAIGN PERFORMANCE DENVER YMCA (NON GRANT)

Campaign	Clicks	Impr.	CTR	Avg. CPC	Cost	Conv.
MOTUS - Arvada - Brand [320] - [45]	317	691	45.88%	\$0.14	\$45.03	128
MOTUS - Arvada - Non Branded [320] - [275]	109	1,421	7.67%	\$2.47	\$269.41	39
MOTUS - Aurora - Brand [280] - [25]	127	334	38.02%	\$0.20	\$25.72	59.5
MOTUS - Aurora - Non Branded [280] - [255]	70	1,471	4.76%	\$3.67	\$257.00	13
MOTUS - Downtown - Brand [360] - [50]	285	726	39.26%	\$0.17	\$47.96	121.89
MOTUS - Downtown - Non Branded [360] - [310]	125	3,329	3.75%	\$2.50	\$312.79	20.5
MOTUS - Littleton - Brand [320] - [45]	149	337	44.21%	\$0.29	\$42.86	61
MOTUS - Littleton - Non Branded [320] - [275]	84	1,548	5.43%	\$3.32	\$278.94	23
MOTUS - Southwest Family - Brand [320] - [45]	190	454	41.85%	\$0.23	\$43.70	63.5
MOTUS - Southwest Family - Non Branded [320] - [275]	115	2,848	4.04%	\$2.37	\$273.04	14
MOTUS - University Hills - Brand [360] - [50]	117	604	19.37%	\$0.40	\$46.48	36.5
MOTUS - University Hills - Non Branded [360] - [310]	84	1,963	4.28%	\$3.62	\$304.43	32
	1,772	15,726	11.27%	\$1.10	\$1,947.35	611.89



Dashboard

Grant account Campaigns

February 2023 Review

CLICKS
DENVER YMCA
1,354

IMPRESSIONS
DENVER YMCA
8,975

AVG. CPC
DENVER YMCA
\$4.35

COST
DENVER YMCA
\$5,889.91

CTR
DENVER YMCA
15.09%

CONV.
DENVER YMCA
437

CAMPAIGN PERFORMANCE DENVER YMCA

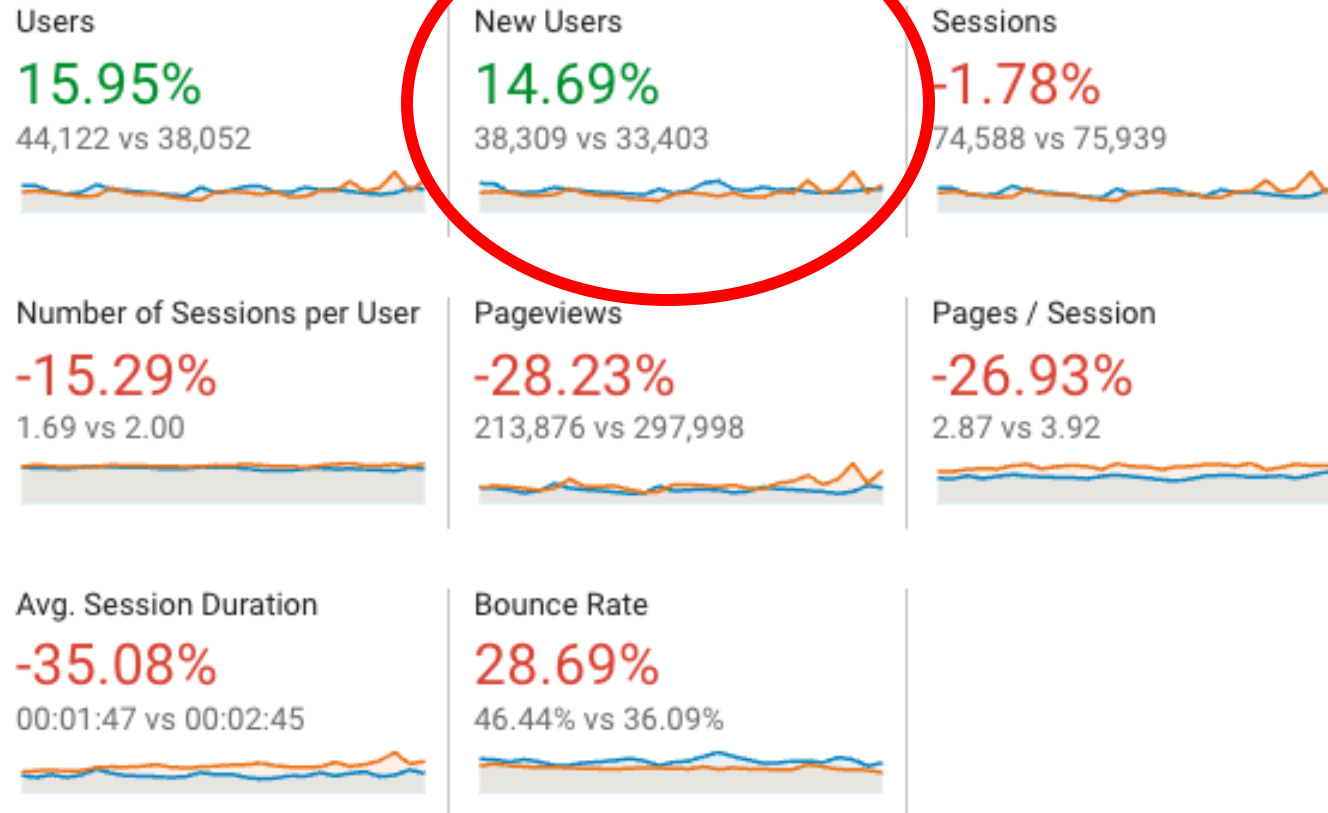
Campaign	Clicks	Impr.	CTR	Avg. CPC	Cost	Conv.
MOTUS (Pre Motus) - Grant Dynamic All Site (changed to denver geo targeting 1/6) [300]	131	1,769	7.41%	\$5.26	\$688.95	45
MOTUS Grants Branded - Arvada	136	418	32.54%	\$2.08	\$282.83	64
MOTUS Grants Branded - Aurora	43	163	26.38%	\$2.28	\$98.10	21
MOTUS Grants Branded - Downtown	60	265	22.64%	\$1.45	\$87.15	23
MOTUS Grants Branded - Littleton	73	306	23.86%	\$1.79	\$130.33	27
MOTUS Grants Branded - Southwest	52	204	25.49%	\$1.56	\$81.05	11
MOTUS Grants Branded - University Hills	234	778	30.08%	\$1.21	\$283.68	60
MOTUS Grants Employment	15	197	7.61%	\$6.92	\$103.79	4
MOTUS Grants Fitness Programs	147	1,695	8.67%	\$7.10	\$1,043.03	34.5
MOTUS Grants Food Pantry & Donations	85	835	10.18%	\$15.67	\$1,332.14	10
MOTUS Grants Gyms	34	215	15.81%	\$2.93	\$99.75	7
MOTUS Grants Health & Wellness	17	264	6.44%	\$4.20	\$71.42	2
MOTUS Grants Preschool & After School	21	116	18.1%	\$3.50	\$73.40	16
MOTUS Grants Sports	62	643	9.64%	\$6.39	\$396.37	17
MOTUS Grants Sports (Dynamic)	77	249	30.92%	\$5.54	\$426.64	23.5
MOTUS Grants Summer Camps	167	857	19.49%	\$4.14	\$691.28	72
MOTUS Grants Virtual / At Home	0	1	0%	\$0.00	\$0.00	0
	1,354	8,975	15.09%	\$4.35	\$5,889.91	437



OWNED CHANNELS

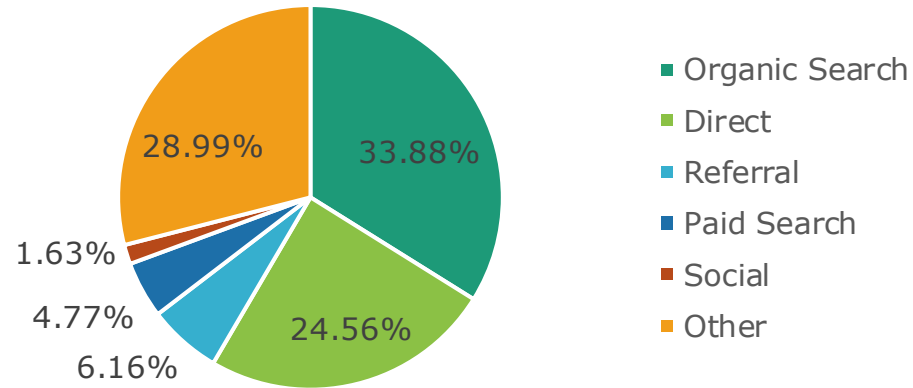
Website Traffic Snapshot

Traffic and Engagement February **YOY**



Website Traffic Snapshot

Traffic by Channel



Top 10 Pages - February

1. Schedules
2. Fitness Class Reservations
3. Summer Day Camp
4. Home Page
5. U Hills Fitness Schedule
6. Join
7. My Account
8. Arvada Fitness Schedule
9. Swim Schedule
10. Youth Sports

Keyword	Clicks	Impressions
YMCA	1,203	24,126
YMCA Denver	840	1,759
YMCA Arvada	638	1,186
Denver YMCA	510	969
Schlessman YMCA	478	969
YMCA near me	410	2,276
Arvada YMCA	341	725
YMCA Littleton	270	572
YMCA University Hills	266	494
YMCA summer camp	249	1,245

Non-Branded	Clicks	Impressions
Summer Camp 2023	32	1,070
Swim Lessons Denver	22	195
Summer Camps Denver	17	251
Denver Summer Camps	14	274
Swimming Lessons near me	12	330
Denver Summer Camps 2023	12	129
Adult Swim Lessons	11	57
Swim Lessons	9	762
Summer Camps 2023	9	133
eGym Denver	9	57

Y360 Recap

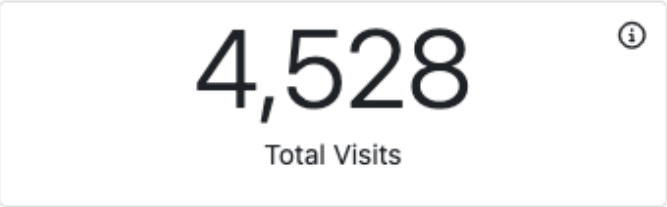
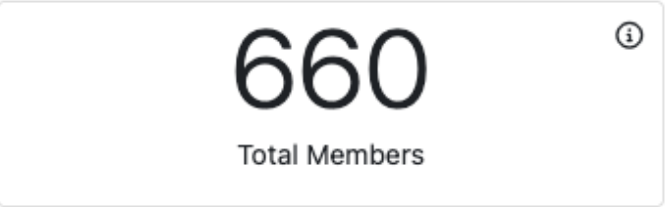
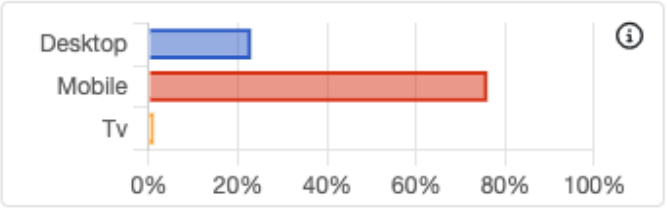
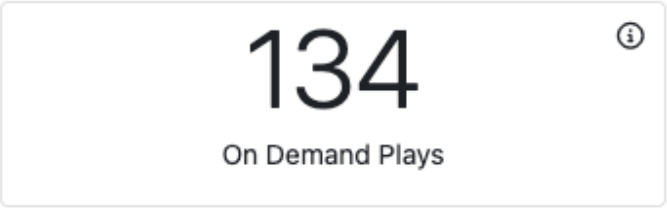
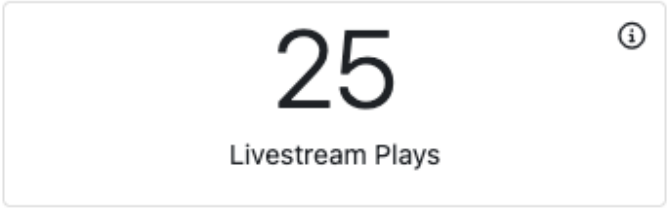
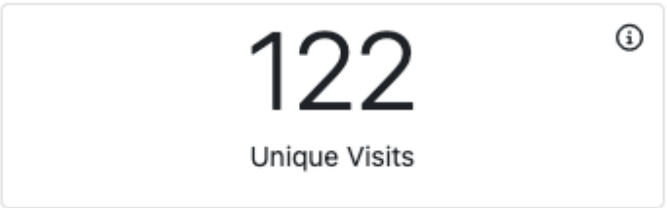
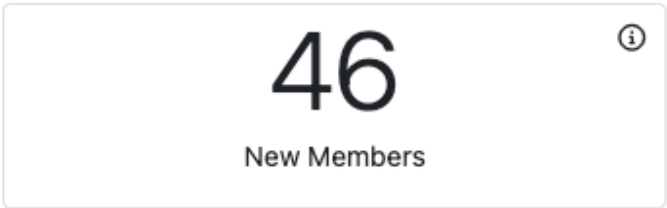
<u>Device</u>	<u>December</u>	<u>January</u>	<u>February</u>
Desktop	64%	33%	23%
Mobile	32%	67%	76%



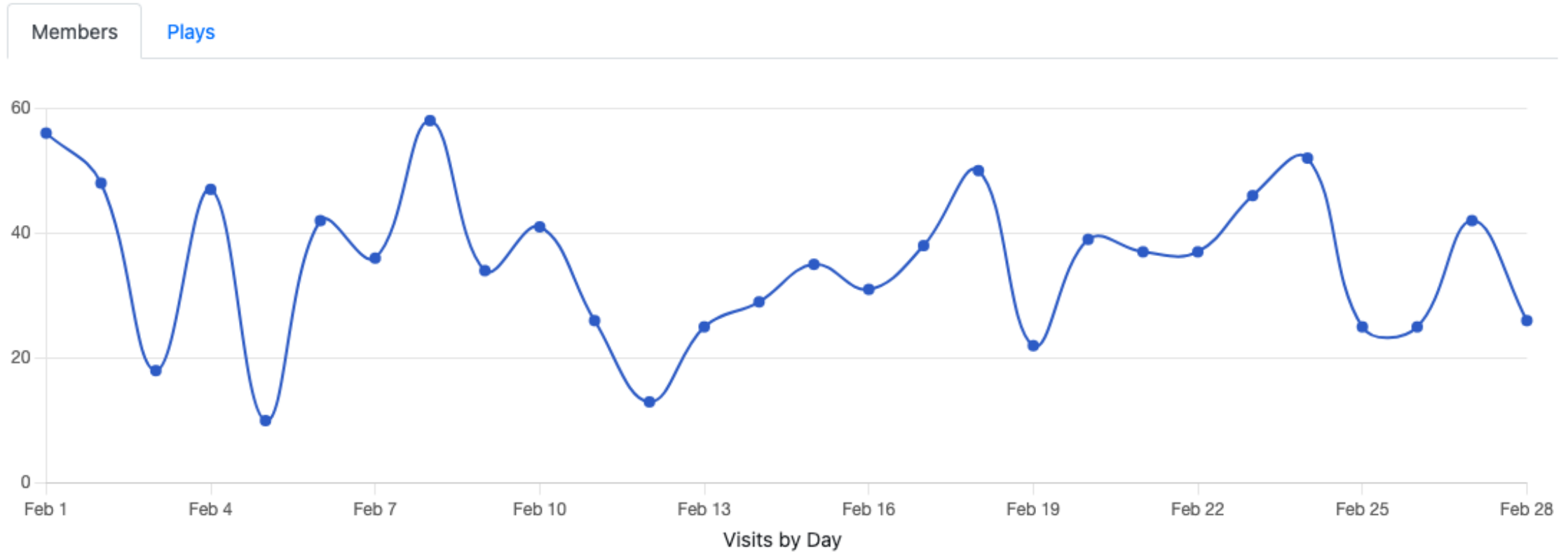
<u>Activity</u>	<u>January</u>	<u>February</u>
Total Members	178	44
Total Visits	962	974
Total Plays	232	162

Activity by Date

Feb 1, 2023 - Feb 28, 2023



Y360 Recap



Engagement Overview

- **Denver Y Mobile App:**

- # of pushes: 30
- Recipients: ~12,000/per push

- **News Coverage:**

- Articles: 4 | All coverage [here](#).
- [9 News story on 4abilities & EGYM](#) and [Colorado Matters radio story about William](#)

9NEWS

Nonprofit empowers people of all abilities to get active and independent



COLOrado MATTERS

Feb. 23, 2023: The legacy of William Richardson on and off the baseball field

By Chandra Thomas Whitfield February 23, 2023




Email Campaigns Overview


Comparison is made to Jan. 2023 stats

Emails	Recipients	Average Clicks	Average Mailing Score (out of 10)	Average Opens	Total Opt-outs
19	~ 25,000+ a week	6.08% <div>↓ from 7.3%</div>	8.66 <div>↓ from 8.9</div>	48.88% <div>↓ from 50.35%</div>	4.47 (Average per email) <div>↓ from 5.18</div>

Top February Posts by Channel - Facebook


 **University Hill...**
Thu 2/23/2023 4:...


4Abilities is a group that believes in empowering their members to...




Impressions	125
Reach	120
Engagements	9
Engagement Rate (per Impression)	7.2%


...






 **University Hill...**
Wed 2/15/2023 10...


Valentine's Day was so much fun at all our centers ❤️ What is your...




Impressions	156
Reach	146
Engagements	28
Engagement Rate (per Impression)	17.9%


...






 **University Hill...**
Wed 2/22/2023 1:...


Thank you to The Leaders Institute for their donation of 20 bikes to...



Impressions	91
Reach	89
Engagements	4
Engagement Rate (per Impression)	4.4%

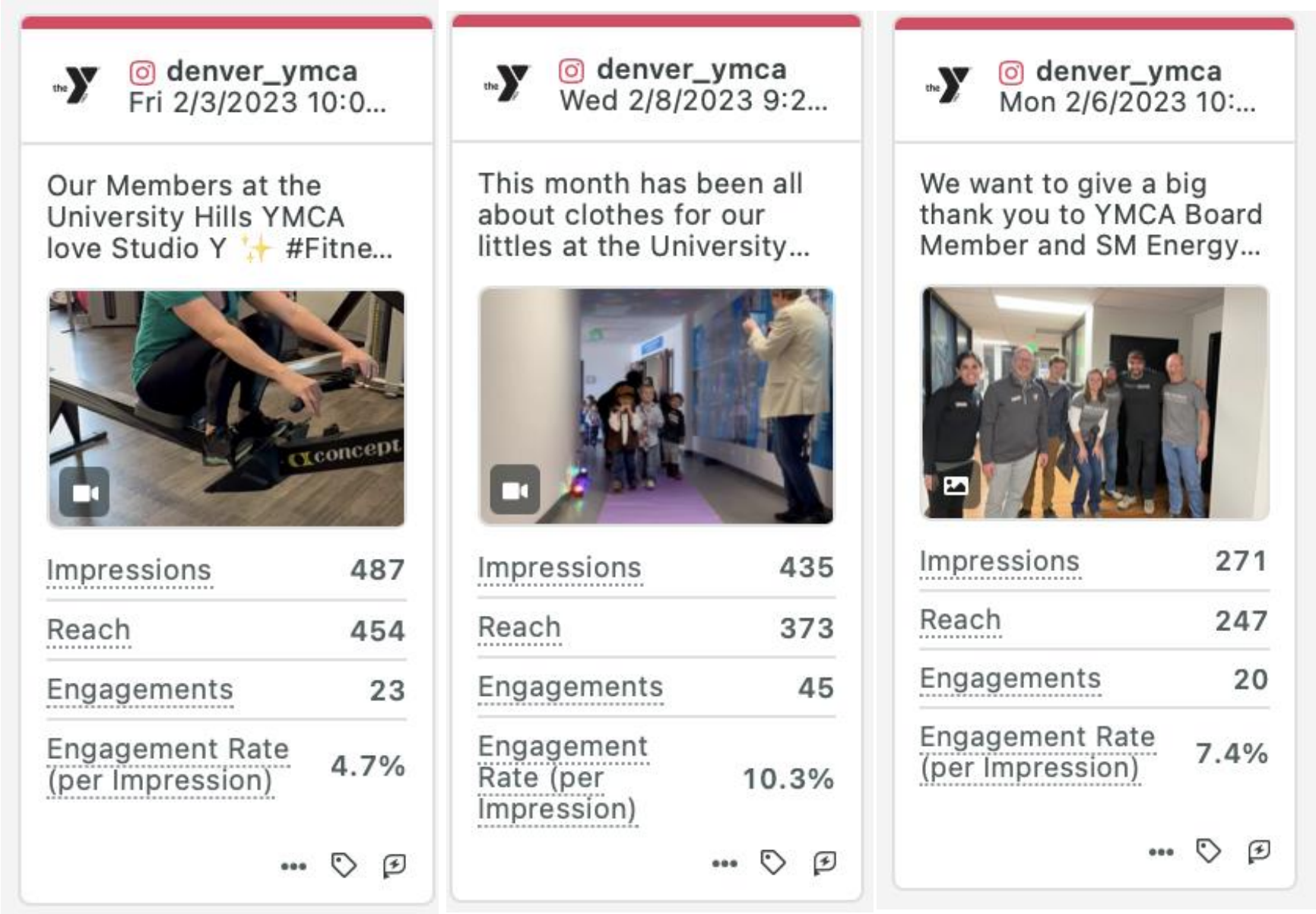
...













Top February Posts by Channel – Instagram

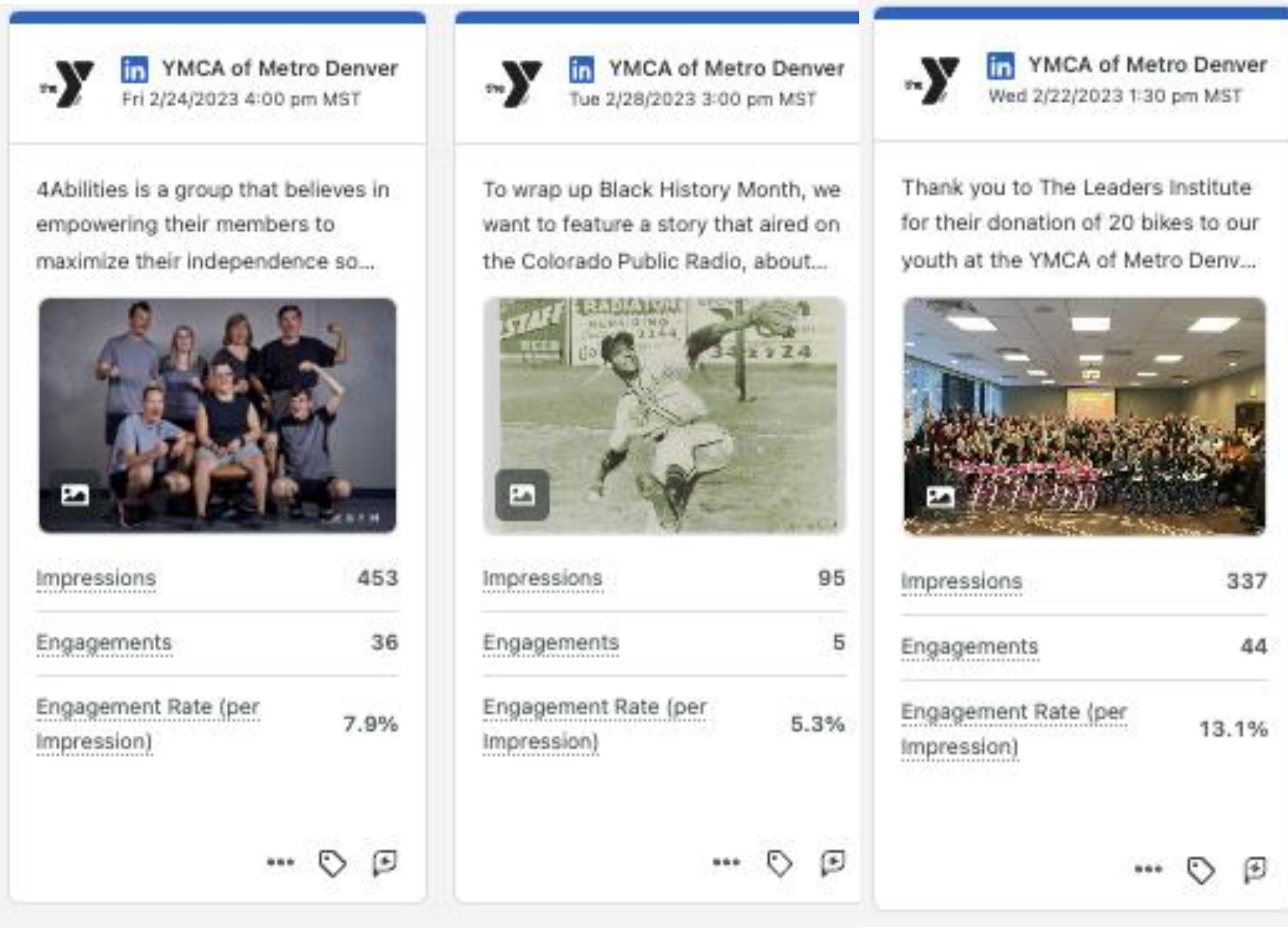


Top February Posts by Channel – Tik Tok

<div><div></div><div><div>denver_ymca</div><div>Mon 2/6/2023 10:...</div></div></div> <div>Our members love our Studio Y HIIT Classes 💪 #mondaymotivation...</div> <div></div> <div><div>Video Views</div><div>934</div></div> <div><div>Full Video View Rate</div><div>23.7%</div></div> <div><div>Average Video Time Watched</div><div>5s</div></div> <div><div>Engagements</div><div>35</div></div> <div><div></div><div></div></div>	<div><div></div><div><div>denver_ymca</div><div>Wed 2/8/2023 11:...</div></div></div> <div>No biggie, just the best fashion show around 😎 NY fashion week who?...</div> <div></div> <div><div>Video Views</div><div>60</div></div> <div><div>Full Video View Rate</div><div>9.6%</div></div> <div><div>Average Video Time Watched</div><div>7s</div></div> <div><div>Engagements</div><div>8</div></div> <div><div></div><div></div></div>	<div><div></div><div><div>denver_ymca</div><div>Tue 2/14/2023 12:...</div></div></div> <div>Nothing screams Galentines Day like an all-ladies Zumba Class 🙌...</div> <div></div> <div><div>Video Views</div><div>221</div></div> <div><div>Full Video View Rate</div><div>1.9%</div></div> <div><div>Average Video Time Watched</div><div>4s</div></div> <div><div>Engagements</div><div>3</div></div> <div><div></div><div></div></div>
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Top February Posts by Channel – LinkedIn



Social Media Feb. Overview – All Channels

Comparison is made to Jan. 2023 stats

Channel	Number of Posts	Impressions	Engagements	Engagement Rate	Net Audience
Facebook	214 ↑ 23	411,494 ↓ 14.4%	89,688 ↓ 6.9%	21.8% ↑ 8.8%	10,327 ↑ 4
Instagram	17 ↑ 14	5,769 ↑ 100.9%	294 ↑ 345.5%	5.1% ↑ 121.8%	1,728 ↑ 20
LinkedIn	8 ↑ 5	3,305 ↑ 129.8%	280 ↑ 120.5%	8.5% ↓ 4.1%	1,609 ↑ 32
Tik Tok	3 ↑ 2	NA	51	NA	32 ↑ 11

Social Media drove 825 people to our website in February, in comparison to 239 in January!

*Our goal this year is to increase engagement by 10-20% each quarter. Our total engagements for January and February are 187,133.

AUR Active Membership Count: 22.12.01TZ

As of 2023-03-05 15:28:57 Mountain Standard Time/MST • Generated by Kimberly Armitage

Filtered By

Show: All memberships

Membership Status equals Active

Record Type equals Standard Membership

MT: Location contains aur

Membership Type: Membership Report Filter equals Aurora YMCA,Blackstone

MT: Location ↑	Membership Type: Membership Type Name ↑	Unique Count of Unique Membership	Record Count
Aurora YMCA (AUR)	Blackstone Resident Couple (AUR)	5	10
	Blackstone Resident Household (AUR)	13	51
	Blackstone Resident Premium Individual (AUR)	4	4
	Blackstone Resident Y-Starter (AUR)	8	8
	Household Pre-pay Annual (Grandfathered) (AUR)	3	13
	Y-Premium Annual Couple (AUR)	17	34
	Y-Premium Annual Household (AUR)	34	142
	Y-Premium Annual Individual (AUR)	8	8
	Y-Premium Couple (AUR)	164	323
	Y-Premium Household (AUR)	386	1615
	Y-Premium Individual (AUR)	138	138
	Y-Starter (AUR)	292	292
	Y-Starter Annual (AUR) - (DO NOT SELL)	5	5
	Y Your Way (AUR)	28	119
	Subtotal	1104	2762
Total		1104	2762

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