

# SMOKY HILL METROPLITAN DISTRICT

5405 S. Telluride Street  
Centennial, CO 80015  
<https://shmd.specialdistrict.org/>

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## Regular Meeting Notice & Agenda

### Board of Directors

### Term Expires

Thomas Mehl, Chairman	May 2025
Jude Buemi, Vice Chairman	May 2027
Jerry Dioniso, Treasurer	May 2025
Carl Schuldies, Secretary	May 2027
Joseph Pacheco, Assistant Secretary	May 2025

**DATE:** Monday – October 28, 2024

**TIME:** 7:00 p.m.

**LOCATION:** Virtual via Zoom at  
<https://us06web.zoom.us/j/5988306396?omn=89999204481>  
or via telephone at 719-359-4580, then 598 830 6396#, or  
720-707-2699, then 598 830 6396#

1. Call to Order
  - A. Roll Call of the Board of Directors / Declaration of a Quorum
  - B. Director Qualifications and Disclosures
2. Confirmation of Meeting Notice and Posting
3. Review and Approval of Agenda
4. Consent Agenda: The Consent Agenda consists of matters that occur in the normal course of business. The following items are summarized and are approved and enacted at this time by the Board of Directors in one (1) motion.
  - A. Approval of Minutes from the Regular Meeting of September 23, 2024 (enclosure)
  - B. Consider Ratification of an Agreement with CoCal Landscaping for Winter 2024 / 2025 Snow Removal Services (enclosure)
  - C. Consider Ratification of a Proposal with CoCal Landscaping for Installation of Five (5) Irrigation System Backflow Prevention Device Cages and Associated Equipment (enclosure)
5. Correspondence

6. Public Comment: The Board and District staff truly values public input. Please keep comments restricted to the topics relevant to the District and its business. Public Comment time is limited to a maximum of three (3) minutes per individual.
  
7. Financial Items – David Green, District Accountant
  - A. Review of Financial Statements for the Period Ending September 30, 2024
  - B. Review and Consider Approval of Payments Made through October 28, 2024
  - C. Conduct Public Hearing on the Proposed 2025 Budget.
  - D. Review and Consider 2024 Audit Engagement Letter with Haynie & Company (enclosure)
  - E. Review and Consider 2025 Engagement Letter with Green & Associates, LLC
  
8. Operations Report – John Bofenkamp, Operations Manager
  
9. Directors Items / Comments:
  - A. Tom Mehl
  - B. Jude Buemi
  - C. Jerry Dionisio
  - D. Carl Schuldies
  - E. Joey Pacheco

**Unfinished Business:**

10. Gold Rush Park Entrance Monuments
11. Eagle Scout Park Improvement Project

**New Business:**

12. Director Email Accounts
13. Review and Consideration of Agreement with Front Range Recreation for 2025 Pool Season (enclosure)

**Other Business:**

**Next Regular Meeting: Monday – November 25, 2024 @ 7:00 p.m.**

**Adjourn**

# RECORD OF PROCEEDINGS

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## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SMOKY HILL METROPOLITAN DISTRICT HELD September 23, 2024

A Regular Meeting of the Board of Directors of the Smoky Hill Metropolitan District was held virtually on September 23, 2024 at 7:00 p.m. The meeting was open to the public.

In attendance and participating were Directors:

Tom Mehl, Chairman  
Jude Buemi, Vice-Chair  
Jerry Dionisio, Treasurer  
Director Schuldies, Assistant Secretary  
Director Pacheco, Assistant Secretary

Also participating were:

3 Residents / Members of the Public  
John Bofenkamp, District Operations  
David Green, District Accountant  
Kurt Schlegel, Special District Solutions, Inc.

**CALL TO ORDER:**

Mr. Schlegel called the roll and noted that a quorum of the Board was present. Director Mehl called the meeting to order at 7:00 p.m.

**CONFLICTS &  
DISCLOSURE  
STATEMENTS:**

Conflict Disclosure Statements have been filed with the Secretary of State's Office and no additional conflicts were announced by the Directors.

**APPROVAL OF AGENDA:**

Director Schuldies moved that the Board approve the agenda as presented. Upon a second by Director Buemi a vote was taken, and the motion carried unanimously.

# RECORD OF PROCEEDINGS

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## **CONSENT AGENDA:**

Director Buemi moved that the Board approve the Consent agenda, consisting of the following item:

- Minutes from the August 26, 2024 Regular Meeting

Upon a second by Director Pacheco a vote was taken, and the motion carried unanimously.

## **CORRESPONDENCE:**

Director Mehl has received emails from residents regarding the weeds in drainage areas in the District, and potential 2025 Budget items.

## **PUBLIC COMMENT:**

Ms. Perrott Requested that the Directors consider adding the maintenance of existing trees in the parks, the addition of more trees, and a plan to revamp or improve the landscaping of public areas within the District into the 2025 budget.

## **FINANCIAL ITEMS:**

Review of Cash Position and Financial Statements: Mr. Green presented the unaudited Financial Statements dated August 31, 2024, for the Board's review.

Ratification and Approval of payments made through September 23, 2024: Mr. Green presented a list of payments that have been made for review and consideration. Director Dionisio moved that the Board Ratify and Approve District Payables made through September 23, 2024, as presented. Upon a second by Director Schuldies a vote was taken, and the motion carried unanimously.

2025 Budget Draft: Mr. Green presented a Draft 2025 Budget for the Board's consideration, as required by State Statute. Mr. Green requested that the Directors review the Draft Budget and send to him their ideas or requests for inclusion in the proposed budget prior to the October 28, 2024 Regular meeting.

## **OPERATIONS REPORT:**

Mr. Bofenkamp updated the Directors on the following items:

- Two lawn mowers have been sold.
- Crestline Park Fence Replacement Project is 90% complete.
- Park irrigation systems will be winterized by mid-October 2024.
- Has been watering trees in the parks and requested authority to purchase a larger water tank for this purpose.

# RECORD OF PROCEEDINGS

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- Two trees on Smoky Hill Road & Tower Road need to be removed.

The Directors discussed potential for converting an existing pickup truck with a larger water tank for tree watering.

Director Schuldies moved that the Board authorize an expenditure of up to \$20,000.00 to remove the identified trees. Upon a second by Director Mehl a vote was taken, and the motion carried unanimously.

## DIRECTOR ITEMS & COMMENTS:

Director Mehl –

- Will be meeting with an Eagle Scout that lives in the District to discuss potential projects for his scout program.
- Crestline Park Grant Final Project Report should be complete by October 31, 2024 – final payment to the District will follow.

Director Buemi –

- Big Rock Pavilion Project Grant paperwork has been submitted
- The pool closed for the season on September 15, 2024.

Director Schuldies –

- Met with staff from the City of Centennial to discuss future potential grants for the:
  - Design of Park improvements
  - Planting additional trees
  - Xeriscaping Projects

The City's 2025 Grant process will begin in January 2025.

## UNFINISHED BUSINESS:

District Website: Mr. Schlegel stated that the transition process to the new Streamline website is nearly complete and he will send to the Directors a link for the new URL as soon as it becomes available for the them to review and comment.

# RECORD OF PROCEEDINGS

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## **NEW BUSINESS:**

Director Mehl discussed the following items:

- 4 Entrances to Gold Rush Park are in need of updating. He estimated the future cost to the District for this project, if approved, to be approximately \$60,000.00 and suggested that a Request for Proposals (RFP) be submitted to “BidNet Direct” for this project. Director Mehl moved that the Board authorize him to submit the RFP on behalf of the District. Upon a second by Director Dionisio a vote was taken, and the motion carried unanimously.
- As mentioned earlier in the meeting, he will be meeting with a local Eagle Scout and moved that the Board authorize an expenditure of up to \$15,000.00 to fund the potential tree planting project. Upon a second by Director Dionisio a vote was taken, and the motion carried unanimously.
- Suggested that the Board schedule a Study Session, prior to the October 28, 2024 regular meeting to discuss potential 2025 budget issues / items, and requested that Mr. Schlegel confirm that a Study Session will be considered a sanctioned meeting and qualify for a meeting stipend to be paid to Directors that attend / participate.

## **OTHER BUSINESS:**

None

## **NEXT MEETING:**

**The Board’s next regular meeting will take place virtually on Monday – October 28, 2024, at 7:00 p.m.**

## **ADJOURNMENT**

There being no further business to come before the Board, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned at 8:07 p.m.

Respectfully Submitted:

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Secretary for the Meeting



**2024-2025 Snow Clearing Contract**  
**SMOKY HILL METRO DISTRICT**  
 5405 S Telluride St  
 Aurora Co 80015

**Seasonal Snow Services**

Date: September 27, 2024

CoCal Landscape Services, Inc. (Contractor) agrees to provide snow clearing services at the above-referenced property for SMOKY HILL METRO DISTRICT (Customer). Our services will begin on the first snowfall after this contract has been executed by both parties; this contract will end after last snowfall of spring, 2025. Customer will notify Contractor in writing if Customer desires Contractor to perform any services inconsistent or in addition to the contractual specifications agreed upon within this contract. Contractor shall only be responsible for such additional services if accepted in writing by Contractor. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.

Contractor will respond when snow levels reach approximately 2 (Two) inches in depth. We will move the snow that accumulates in the parking lot areas to specified map you customer provided to contract. We can use landscape islands, perimeter landscape areas per your site snow map, and if necessary, to a few selected parking spaces. Snow will be piled in these areas so as not to unreasonably impede normal traffic flow and parking. Area in between parking spot or vehicles are not part of this contract unless requested in writing and is sent to contractor to approve as an extra service. Upon completion of snow plowing, Contractor will **NOT** apply an ice melt product to parking areas. Cocal will not get within 2 ft of the Garage Apron or down spouts to avoid Damage to these items. Upon request Cocal can provide snow clearing with manual labor to these areas.

- **MATERIAL WILL BE APPLIED UPON WRITTEN REQUEST ONLY**

Sidewalks, handicap access areas, and building entrances will have snow cleared when snow levels reach approximately 2 (Two) inches in depth. Snow will be moved on to the landscape areas, where possible, out of the way of normal pedestrian traffic. Contractor will **NOT** apply a natural chloride product to try to prevent the ice from forming.

- **MATERIAL WILL BE APPLIED UPON WRITTEN REQUEST ONLY**

Depth of snowfall at site will be determined by an independent service, selected by contractor, providing local meteorology reports from numerous locations. Reported depths from areas nearest snow site will be used.

Snow Clearing Contract	\$	22,032.84	/year
Contract Dates: November 1, 2024 to April 30, 2025			
Contract covers from 1" to 9" of snow with ice management and can includes Magnesium Chloride application prior to storms. Storms in September or May requiring services and storms greater than 9" during the contract term will be billed at Time & Material (T&M) rates shown below. Staking the property is not a part of this snow clearing contract.			

- A total of 18 covered snow events or 72 inches of snow which ever happens first are included within this contract. Ice control services below the 1 inches are not covered or related to a covered events contract. Snow patrol is a great option for ice control events,
- ( anything under two inches but ice forming) Special Request above and beyond this number will be billed on a T & M basis.
- **Automatic Renewal:** This contract shall be automatically renewed for one-year periods up to two one-year options unless either party gives the other party written notice before June 30<sup>th</sup> of current year.

The following hourly and material rates will apply for the 2024-2025 snow clearing season: As a seasonal customer you have the privilege of the best rates in the company.

❖ Delineators installed \$ 6.00 Each plus \$85/hr to install (\$150.00 minimum)



❖ Hand Shoveling	\$ 85.00	per man hour
❖ Walk-behind Snow Blower	\$ 85.00	per man hour
❖ Snow Raider	\$ 130.00	per man hour
❖ ATV	\$ 130.00	per man hour
❖ Truck with Plow	\$ 130.00	per man hour
❖ Skidster with Pusher	\$ 150.00	per man hour (4 hour minimum)
❖ Front End Loader with Pusher	\$ 200.00	per man hour (4 hour minimum)
❖ Ice Melt	\$ 1.50	per pound applied (includes labor)
❖ Ice Slicer	\$300.00	per ton plus \$65.00 equip. with operator
❖ Mag. Chloride	\$ 4.00	per gal plus \$65.00 equip. with operator (50 gal/minimum)
❖ Administration Fee invoicing	\$ 65.00	per hour ( Special Billing or invoice request)
❖ Large Equipment Rental (Nov –April) Large Equipment will be billed monthly	\$ 3500 Monthly price (Includes first 15 hours per month) + hourly charge after _____ initials you agree with rental price	

As a seasonal customer you are excluded from these rates unless a special request is made to clear the site. Snow clearing on Thanksgiving, Christmas and New Year's Day will be charged as follows: We reserve the right to service the next day to allow family time for our employees on these special occasions.

- Double the above stated rate per man-hour for hand shoveling.
- All other rates will be increased 50% to compensate for overtime/holiday pay rate.
- Administrative Fee will be paid at \$135.00 flat cost to set up contract in the system. Any third-party billing (special billing or accounting service requested) will be billed at \$85 an hour per event or request.  
For example, Vendor Café, Nexius, OPS Merchants and Corrigo ProDirect.

In Blizzard or hazardous conditions Cocal will use 2-3 events per your contract to cover labor overtime and additional equipment that maybe need. Customer agrees this is a fair and reasonable option to avoid additional charges to the customer, site and owner. CoCal Landscape Services must pay any employee over time rates if employee has met their labor requirements of 12 hours per day or 40 hours per week.. This will be Deemed by State of Colorado. CoCal Landscape will submit invoices for snow clearing services on a per snowfall basis how many events are left for your record.

CoCal Landscape will submit invoices for snow clearing services on a per snowfall basis.

TEB initials

**EXHIBIT I**

**TERMS AND CONDITIONS FOR SMOKY HILL METRO DISTRICT**

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to date of this agreement.

Seasonal Snow are for snow clearing that is performed as part of regular service when all other Customer accounts are being checked or serviced. Special request snow clearing (for example – a phone request to plow a driveway or lot at mid-afternoon before specified depth has accumulated) is subject to a 2-hour minimum charge for whatever service is being performed. All other appropriate charges in the contract shall also apply. A minimum response time of three (3) hours must be allowed to perform any service that is requested in writing and is above and beyond the original contract scope.

Snow and Ice patrol: A Visual pre-post check of the site after hours (between 6:00pm and 6:00am) when the weather service has forecasted snowstorm accumulation has occurred. Service will be performed at least twice during this period or until the site has the minimum amount of snow and ice as specified above in this contract agreement. If the snow accumulation does not reach the specified minimum, there will be a 1-hour minimum charge per visit during the night. A post check after storm on sites for ice accumulation a total of 3 days. If conditions are icy, ice mitigation services will be performed.

Accumulations greater than approximately 7" (seven inches) may require larger or different types of equipment and supplemental pricing may apply in those circumstances in Contractor's reasonable determination. Customer understands that drivers/shovel personal may have to go through the property once to clear heavy snow and then plow/shovel property to again clear remaining snow. Customer understands that this may result in additional charges for that specific snowfall. Customer agrees to pay such additional charges for additional time required to adequately clear snow from property.

Customer acknowledges that it is impossible and impracticable to achieve the total elimination of snow from all areas. Customer acknowledges that Contractor is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions which may arise by reason of thawing and refreezing of previously plowed or treated areas. Customer understands that snow clearing/ice melt application of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after snow clearing and/or application of chloride product. Customer understands that Contractor assumes no liability for this condition.

Customer acknowledges that product and material shortages or other circumstances beyond Contractor's control may require Contractor, if Contractor finds it necessary or expedient to do so, to make material/substance substitutions and/or modifications to material mix.

The Customer is presumed to know his own property boundaries and shall inform Contractor as to such boundaries. Contractor assumes no liability for damage to areas on the property that are not visible due to snow cover and reduced visibility, including but not limited to any hardscape, concrete, guttering, curbs or landscape. We will make reasonable effort not to damage your property.

If Customer agrees to pay for staking of curbing or obstacles, and if boundaries are correctly marked by Customer, then damage that occurs due to snow clearing operations outside the boundaries will be for paid by Contractor. Any damage due to blizzard (12" plus) conditions are considered an Act of God and Contractor shall specifically not be liable for such conditions. Sites with northern exposure will require more than typical applications of ice-melting products to achieve Customer's goal, and Customer hereby specifically waives and releases Contractor from any liability or claim based on damage to grass and/or plant material on such northern exposures.

Contractor will exercise its best judgment as to whether snow clearing, or ice mitigation is needed based upon weather forecasts and existing conditions at the time. Customer agrees to allow Contractor to decide if snow clearing is warranted based upon actual snow accumulations at Customer's particular location and contract specifications. Customer

 initials

understands that snow accumulations may vary throughout the Front Range area, and that accumulation in one section of the Front Range is not necessarily indicative of the accumulation at the Customer's particular location.

Customer also understands that drifting snow may necessitate snow clearing of their location, regardless of the total snowfall at that location. In any event, Customer agrees to allow Contractor to decide if snow clearing is necessary, based upon contract specifications. Customer is aware that weather conditions in the Front Range area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and Contractor assumes no liability for Acts of God or other items of force majeure.

If customer agrees to liquid deicer application prior to anticipated snowfalls at or above specified depth, Contractor will apply when possibility of snow is 50% or greater. Customer is responsible for payment of application regardless of whether precipitation occurs.

Due to the variable availability and cost of Ice Slicer due to the priority CDOT places upon local vendors, Contractor may impose a reasonable surcharge for a substantial increase in the cost of this product.

Payment terms are net 30 days from invoice date (customer has 10 days to questions any invoice from date of invoice and ask for adjust or information to justify the charges). At Contractor's discretion and immediately upon verbal and written notification by fax or e-mail as provided on this contract, accounts that are past due will not have snow clearing performed until account is brought up-to-date. Customer hereby releases, waives any claim against Contractor due to any injury or damage due to Contractor's suspension of services based upon Customer's lack of payment of all monies due in a timely manner. There will be a late charge of 10% for all accounts that are past due. This charge is for administrative charges and is a reasonable approximation of damages incurred by Contractor based on late payment. Customer shall be liable for any attorney fees, court costs and other expenses incurred due to collection efforts. Interest shall accrue at the rate of 14% per annum on all past due accounts. Contract shall be binding inure to the benefit of the parties and their heirs, executors, administrators, and assigns. CoCal will impose a 4% surcharge on all credit card transactions.

If sidewalk snow clearing is included in this contract, Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make Wind Chill factors below 0 degrees Fahrenheit. Customer agrees and understands that Contractor reserves the right to stop working in these severe conditions (without penalty or liability) so as not to force unsafe conditions upon our employees.

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Customer from and against any claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, but only to the extent caused by the grossly negligent or willful and wanton acts or omissions of Contractor's employees. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless the Contractor from and against any claims, damages, losses, expenses, and attorney's fees arising out of or relating to the Work or the performance of this Contract, including but not limited to any claims for bodily injury or death, for injury to or destruction of property including any claims for acts of trespass onto adjoining property, for damage based upon poor visibility or property hidden by snow, for injury to persons based upon slip or fall, for injuries or damages from thawing and refreezing of walks, driveways, or other surfaces after plowing or clearing, or for any other situation. Customer shall report any potential claim to Contractor **in writing within 10 (ten) business days of occurrence**. Failure to report any potential claim within five days constitutes a waiver and Contractor is released from liability regardless of the cause of any such claim.

This contract is cancelable upon 3 (three) days written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation. Customer hereby releases, waives any claim against Contractor due to any injury or damage due to Contractor's cancellation of its services for any reason pursuant to this paragraph.

Your signature on this page will act as your authorization and acceptance of this Contract and its Terms and Conditions. Signed contracts sent via fax shall be deemed legally binding.

**This contract is subject to the Terms & Conditions as specified on Exhibit I attached.**

Tom Mehl  
Smoky Hill Metro District  
303-906-5569

CoCal Landscape Services Inc.  
Jose Hernandez  
303.917.1290

 10-15-2024  
\_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Officer of CoCal Landscape Date

 initials

**SMOKY HILL METRO DISTRICT  
SITE NOTES for all changes to contract**

**Addendum I.**

*Reference MAP PROVIDED*



*TJM*  
initials

# PROPOSAL



www.cocal.com

Phone: 303-399-7877

Fax: 303-399-7577

**Proposal:** 0000

**Date:** 10/18/2024

<b>To:</b>
Smokey Hill Attn: Tom Mehl 5405 S Telluride St Centennial Colorado 80015

<b>Project:</b>
Smokey Hill Attn: Tom Mehl 5405 S Telluride St Centennial Colorado 80015

<b>Salesperson:</b>	<b>Email:</b>
Jose Hernandez	Jose.hernandez@cocal.com

<b>Phone Number:</b>
(303) 917 1290

**Scope of Work:**

- B14
1. Create a base of 22x30.5x16, 30x30.5x16, 60x30.5x16 at 6 inches of depth and compact soil.
  2. Once soil has been compacted we will install concrete pads of about 6 inches of depth.
  3. Install new aluminum back flow cages.
- For one backflow we will only replace concrete and re-use the backflow cage. We will add new locks.

**Exclusions:**

- This quote is good for 30 days. Prices and availability are subject to change if time of signing exceeds 30 days or at the start of the New Year.
- Proof of Insurance can be provided upon request.
- Price does not include demo, rough grading or topsoil placement; grades are to be within 0.1' in all landscaped areas, or as specifically stated in this proposal.
- All plant material is subject to availability. If a specified plant is not available, owner/representative is to select from available substitutes.
- Winter Watering has been provided as an option to you in this proposal, if you choose not to accept the winter watering option the warranty on your installation will be effected.
- No maintenance has been included in this proposal.
- Warranty for Irrigation is one year from final inspection and turn over.
- Warranty for plant material is 90 days from completion of project or as specified in this proposal.
- Warranty for new sod is for establishment only; 30-45 days from time of installation of sod.
- CoCal Landscape Customers receive a one-year warranty on both irrigation and plant material.
- CoCal Landscape reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited to: improper maintenance, improper site use, vandalism, acts of God, etc. that occur in or on the landscaped area.
- Warranty is as stated above, CoCal reserves the right to void any and all warranties due to lack of payment.
- A Deposit of 50% of the job maybe requested at the discretion of the contractor, with the balance of the job invoiced at the completion of the job.
- Payment on all invoices is net 30 days. Past due invoices more than 30 days will have a late charge of three percent (3%) applied to the amount owed. In addition, interest will accrue on any amounts due at the rate of one and one-half percent (1.5%) per month.
- Irrigation Point of Connection (P.O.C.) is existing and accessible by CoCal Landscape.
- Owner to provide the point of connection. The irrigation point of connection is to be a copper stub to the surface, immediately prior to the backflow preventer, or stubbed a minimum of 12" past the exterior of the building facade. Water taps, meter assemblies or tap fees have not been included.
- Unusual amounts of additional time spent locating existing sleeves may result in additional time and material charges.
- The Power for the irrigation controller (120- volts) is to be provided by other and accessible by CoCal Landscape.

# PROPOSAL



www.cocal.com

- All construction repairs or treatment of areas outside the contract limits of this project are by others.
- All qualifications, inclusions or exclusions listed above will take precedent over all other contract provisions, and must be attached to any contract or purchase agreement generated on behalf of this proposal.
- Any past due invoices that are sent to collections will be subject to all late fees and interest along with the cost of collections including attorney fees, if incurred.
- Other items not included within the bid; overtime, special wages, traffic control, security, fencing, retaining walls, concrete work, drainage, erosion control, retention blanket or temporary seeding.
- Due to the ongoing COVID Pandemic, material pricing is fluctuating and increasing almost daily. Our vendors are only guaranteeing quotes for 5 days which we are passing along to our valued customers. If a contract is signed after 5 days material pricing may need to be adjusted.


Summer Hills 2 [WORK AREA]		SIZE	QTY	UNIT	TOTAL
B14	Aluminum backflow cage	22x30.5x16	3	EA	\$4,455
	Aluminum backflow cage	30x30.5x16	1	EA	\$1,750
	Aluminum backflow cage For Pump	60x30.5x16	1	EA	\$3,100
	Concrete	80lbs	21	EA	\$210
	Forms		1	EA	\$360
	Heavy Duty Locks		7	EA	\$385
	Labor		52	HRS	\$4,420
	Delivery		1	EA	\$150


<b>Project Total:</b>	<b>\$14,830.00</b>
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<b>Acceptance</b>	
Accepted by:	<u><i>T. H. H. H.</i></u>
Title:	<u>Board Chairman</u>
Date:	<u>10-21-2024</u>



1221 W. Mineral Avenue, Suite 202  
Littleton, CO 80120

 303-734-4800

 303-795-3356

 [www.HaynieCPAs.com](http://www.HaynieCPAs.com)

October 21, 2024

## **Smoky Hill Metropolitan District**

φ Green & Associates, LLC  
119 E. Bridge Street, Ste 210  
Brighton, CO 80601

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for Smoky Hill Metropolitan District (District) for the year ended December 31, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities and the major funds, the respective changes in financial position and the budgetary comparison for the General Fund, including the disclosures, which collectively comprise the basic financial statements of Smoky Hill Metropolitan District as of and for the year ended December 31, 2024.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Smoky Hill Metropolitan District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Smoky Hill Metropolitan District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management Discussion and Analysis
- 2) Statement of Revenue, Expenditures, and Changes in Fund Balance—Actual and Budget—Governmental Fund Type—Conservation Trust Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.



Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Smoky Hill Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Engagement Administration, Fees, and Other**

The audit documentation for this engagement is the property of Haynie & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Colorado or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Haynie & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Colorado or its designee. The State of Colorado or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We estimate that our fees for these services will be \$8,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to

have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

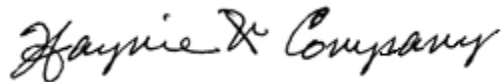
Christine McLeod is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit in March 2025 and to issue our report no later than July 31, 2025.

**Reporting**

We will issue a written report upon completion of our audit of Smoky Hill Metropolitan District's financial statements. Our report will be addressed to the Board of Directors of Smoky Hill Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Accepted and agreed to:  
Smoky Hill Metropolitan District

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Officer signature

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Title

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Date

## POOL MANAGEMENT AGREEMENT

THIS POOL MANAGEMENT AGREEMENT (the "Agreement") is made by and between Front Range Recreation ("FRR"), a Colorado corporation, and the Smoky Hill Metropolitan District (the "District"), A Quasi Municipal Corporation and Political Subdivision of the State of Colorado, hereinafter referred to collectively as the "Parties":

### RECITALS

WHEREAS, the District a Quasi Municipal Corporation and Political Subdivision of the State of Colorado i is empowered to provide, operate, manage and fund recreation programs; and

WHEREAS, FRR is engaged in the business of managing swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the District has constructed certain recreational facilities, including swimming pools and children's wading pools located at 5405 S. Telluride St. in Centennial, Colorado 80015; and wishes to operate these recreational facilities economically and to provide a high level of safety, and quality of service for users of its recreational facilities; and

WHEREAS, the District's swimming facilities governed by this Agreement shall include the swimming pool(s) located on the premises, any wader pool, spray park, hot tub or spa, and the surrounding deck areas collectively referred to as the "Pool"; and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the District's swimming pool facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

### ARTICLE I RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Pool, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Pool and related facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill pool; circulate water through filtration system; backwash and vacuum pool; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards. Additional charges will apply should the facility need to be ready before the season commencement in section 2.03.

1.01.2 Advise the District of any circumstances or conditions which require attention and direction by the District, and otherwise advise the District of all matters relating to the Pool to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation

and District approved events.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Pool, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities, and advise the District of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. The Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of pool, deck, locker rooms and showers, office, pool furniture and equipment, storage facility and other areas of the Pool such that the Pool and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool area, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the pool in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Pool and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Pool or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.6.1 Per 2023 model health code, the use of integral vacuum systems, meaning a vacuum system that uses the main circulating pump or a dedicated vacuum pump connect to the POOL with PVC piping and terminating at the pool with a flush-mounted vacuum port are prohibited. FRR will not engage of the practice of vacuuming through the skimmer system, thus a deckside vacuum is required for maintenance of the swimming pool.

1.01.7 FRR may make available to the Pool residents private or group swimming lessons as agreed to by the Parties. Group swimming lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by FRR to the Pool residents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the District. The District is responsible for developing all pool rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after-hour pool parties at the rate of \$50.00 per hour per lifeguard, such fees to be paid directly by the pool party sponsor, not the District. Lifeguards for private parties must be employees of FRR. All after-hours parties must have one (1) lifeguard for each 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after hour's parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance. FRR will collect a \$50.00 fee and forward monies collected, less credit card processing fees, to the District upon conclusion of the pool season.

1.01.10 At the closing of the Pool for the season at the agreed upon date between the Parties, FRR shall terminate Pool operations, clean all associated facilities, and close the Pools for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Pool. The District agrees, to the extent allowed by law, to indemnify and hold

harmless FRR against claims of damages which may occur from the Pool operations, management, or maintenance, except for gross negligence on the part of FRR.

1.02 The District agrees to purchase through FRR for all materials, supplies and equipment necessary for the operation and use of the Pool and surrounding facilities at market rates to the District on a reimbursement basis to FRR. FRR reserves the right to change product prices without notice. The District further agrees to provide oversight and direction for the operation of the Pool through an District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with the Pool residents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of the pool, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for repair is charged a \$45.00 trip charge. No repairs in excess of \$1,000.00, other than emergency repairs, will be done without prior authorization from the District. FRR reserves the right to adjust the labor rate and/or delivery fees, institute force majeure or fuel surcharges due to events or effects that are not known and cannot be reasonably anticipated or controlled upon the signing of this agreement.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, or the winterizing of the bathroom plumbing at the close of the pool season.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service. The District shall have services available no later than April 1 of each calendar year. The District shall provide two (2) full set of keys for access to pool area and equipment at the signing of this Agreement.

ARTICLE II  
STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Pool, and coordination meetings with pool manager and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate services to the Pool users in the most cost-effective manner.

2.02 The Pool staff shall include a pool manager and lifeguards, and such staff shall be assigned as hours of operation and activities require. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the pool opening.

2.03 On-site staff will consist of:

<u>Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Gate Attendant</u>	<u>Times</u>
5/24-8/10	7 Days	2	1	11:00 A.M. – 12:00 P.M.

			3	1	12:00 P.M. - 6:00 P.M.
			2	1	6:00 P.M. - 7:00 P.M.
					*Pool Closes at 8:00 P.M. Saturdays
8/11-8/29	Monday – Friday	2	1	4:00 P.M. - 7:00 P.M.	
	Saturday, Sunday	2	1	11:00 A.M. – 1:00 P.M.	
		3	1	1:00 P.M. - 5:00 P.M.	
		2	1	5:00 P.M. - 7:00 P.M.	
				*Pool Closes at 8:00 P.M. Saturdays	
8/30-9/1	Saturday, Sunday,	2	1	11:00 A.M. – 12:00 P.M.	
	Monday	3	1	12:00 P.M. - 6:00 P.M.	
		2	1	6:00 P.M. - 7:00 P.M.	
				*Pool Closes at 8:00 P.M. Saturdays	
9/2-9/14	Monday – Friday			Maintenance Only	
	Saturday, Sunday	2	1	11:00 A.M. – 7:00 P.M.	

2.04 It is FRR's policy to maintain a minimum of one (1) lifeguard stationed at the Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pool. Additional staff brought in to open the pool back up is approved and FRR will bill the District per section 3.02.

2.05 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee's termination.

ARTICLE III  
COMPENSATION

3.01 The District shall compensate FRR for Pool management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the first day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final pool shutdown is completed.

<u>Payment #</u>	<u>2025 Date</u>	<u>Percent</u>	<u>Amount</u>
1	April 2025	5%	\$5,412.50
2	May 2025	20%	\$21,650.00
3	June 2025	20%	\$21,650.00
4	July 2025	20%	\$21,650.00
5	August 2025	20%	\$21,650.00
6	September 2025	10%	\$10,825.00
7	October 2025	5%	<u>\$5,412.50</u>
Total			\$108,250.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$35.00 per lifeguard hour.

3.03 The above schedule of compensation also includes opening Pool and facilities, cleaning Pool, daily maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Pool and facilities.

ARTICLE IV  
DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Pools in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR's assistance to meet the requirements of the Pool users. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the pool usage, FRR reserves the right to bring additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Pool season may be extended for up to 1 additional weekend. Contact FRR at least six (6) weeks prior for availability and pricing. FRR cannot guarantee season extension requests will be available.

4.04 FRR reserves the right to close the pool during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees. In the case of lightning within an 8-mile radius, the pool will close for 20 minutes from the of the last lightning strike. Every subsequent lightning strike within the 8-mile radius will restart the 20-minute clock. The pool will reopen when the lifeguards on duty deem it safe to return to the water. On days when weather does not meet the minimum air temperature, FRR will keep the pool closed. If the weather is still unsuitable for swimming at 6:00 p.m. or if is determined the weather forecast for the day will prevent the opening of the pool, the pool will be closed for the day. Lightning is monitored through a mutually agreed upon weather application.

4.05 FRR will utilize the Centers for Disease Control's (CDC) Fecal Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the District's facility being suspended for a period of two to twenty-four hours depending on the nature of the accident.

4.06 In the event the pool is closed during the season without the fault, negligence or control of FRR, this agreement shall remain in force and effect provided, however, that if the pool is closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR fifty percent (50%) of the remaining contract provided for herein until the pool is restored to operation and use. Should the pool not reopen during the duration of this agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this agreement.

ARTICLE V  
UNAUTHORIZED WORKERS

5.01 FRR shall not knowingly employ or contract with an Unauthorized Worker to perform work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an Unauthorized Worker to perform work under this Agreement. Execution of this Agreement by FRR shall constitute a certification by FRR that it does not knowingly employ or contract with an Unauthorized Worker.

5.02 FRR shall require each subcontractor to certify that subcontractor will not knowingly employ or



contract with an Unauthorized Worker to perform work under this Agreement. If FRR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an Unauthorized Worker, FRR shall terminate said employee and report to the Department of Labor and Employment ("Department") and comply with reasonable requests made in the course of an investigation by the Department.

## ARTICLE VI INSURANCE

6.01 Insurance. The Parties shall maintain insurance as follows:

6.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Pool, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section 6.01.1.

6.01.2 The District. The District shall maintain commercial liability insurance with companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Pool, the District, shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 6.01.2.

6.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Pool, and that neither FRR nor any employee or agent of FRR is an employee of the District.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed until October 30, 2025.

7.02 Multiple Year Contract. The parties anticipate this Agreement to last 2 seasons, however either party may terminate this Agreement on 30 days written notice prior to the second and third seasons by March 1<sup>st</sup> of each calendar year.

7.03 Contract Price Adjustments. If the Colorado minimum wage increases more than five percent (5%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expires, the contract amount will be increased one percent for each percent of the minimum wage increase over five percent. FRR reserves the right thirty (30) days prior to start of seasons to increase its applicable fees by up to 15% to reflect the changes in rates paid to its employees and other cost increases not known upon the signing of this agreement.

7.04 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

7.05 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

7.06 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement

contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

7.07 Binding Effect. The covenants, obligations, terms, conditions, and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives, and successors of the Parties.

7.08 Assignment. Neither this Agreement, nor any of the rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

7.09 Enforcement of Agreement and Arbitration. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled by binding arbitration in accordance with the laws of the State of Colorado.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By:   
President

Dated this: 9/16/24

SMOKY HILL METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Authorized Representative

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