

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD MARCH 26, 2019

A Special Meeting of the Board of Directors (referred to hereafter as "Board") of the Southlands Metropolitan District No. 1 (referred to hereafter as "District") was convened on Tuesday, the 26<sup>th</sup> day of March, 2019, at 11:00 a.m., at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Martin Liles  
Kevin McGlynn  
Michael Sandhoff  
Joyce Rocha  
April Elliott

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Clint Waldron, Esq. and Casey Lekahal, Esq.; White Bear Ankele Tanaka & Waldron P.C.

Thuy Dam; CliftonLarsonAllen, LLP

Larry Jacobson; Developer of the Pronghorn Valley Project (for a portion of the meeting)

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Mr. Waldron advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Waldron reported that disclosures for those directors with 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 asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for

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discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Director McGlynn noted that he serves on the Board of Directors of Southlands Metropolitan District No. 2.

### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Minutes:** The Board reviewed the Minutes of the February 12, 2019 Regular Meeting and March 12, 2019 Work Session.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Elliott and, upon vote, unanimously carried, the Minutes of the February 12, 2019 Regular Meeting and March 12, 2019 Work Session were approved, as presented.

**District Sponsored Events for 2019:** The Board discussed District sponsored events for 2019. Director Rocha informed the Board that nine concerts were scheduled for the summer. Ms. Finn noted she would notify the District's insurance agent regarding the events.

**Counteroffer with Pronghorn Valley Development:** Mr. Jacobson addressed the Board regarding the offer from the Pronghorn Valley Development for cost sharing of maintenance expenses for roadways. The Board presented a counteroffer for Mr. Jacobson's consideration. No action was taken by the Board at this time.

### PUBLIC COMMENTS

There were no public comments at this time.

### FINANCIAL MATTERS

**Claims:** The Board considered ratifying approval of the payment of claims for the period ending as follows:

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Fund	Period Ending Feb. 22, 2019	Period Ending March 4, 2019
General	\$ 187,948.14	\$ 10,991.00
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 187,948.14</b>	<b>\$ 10,991.00</b>

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of claims, as presented.

**Financial Statements:** Ms. Dam reviewed with the Board the unaudited financial statements for the period ending December 31, 2018, Schedule of Cash Position dated March 4, 2019, and Operations Fee Report.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending December 31, 2018, Schedule of Cash Position dated March 4, 2019, and Operations Fee Report.

**Reconciliation:** Ms. Dam reviewed with the Board the Reconciliation of 2018 General Operations Fees Report.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the Reconciliation of 2018 General Operations Fees Report and authorized the refund to property owners.

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### **LEGAL MATTERS**

**Litigation with Ridgeline CM LLC:** Attorney Waldron reported to the Board that litigation counsel has filed a Plaintiff's Response In Opposition To Defendant's Motion To Dismiss with the Court. No action was taken by the Board at this time.

**Temporary Construction Easement (Pulling Site):** Attorney Waldron noted for the Board that Public Service Company of Colorado ("Public Service") has submitted a new form Temporary Construction Easement (Pulling Site) that needs be reviewed and he is waiting on a response from Public Service regarding the imposition of a \$10,000 fee. No action was taken by the Board at this time.

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**“No-Build” Easement for Tract A, Filing No. 22:** Ms. Finn noted that Dan Cordova has requested an engineer’s locate for Tract A, Filing No. 22 from the City of Aurora.

**Encroachments on District Owned Property:** Attorney Waldron presented to the Board a map showing possible encroachments on District owned property by tenants. He discussed the District’s potential liability with regard to the encroachments. Following discussion, the Board authorized staff to contact Buffalo Wild Wings to discuss entering into a License Agreement with the District.

**Resolution No. 2019-03-01; Establishing Form Right-of-Way Permit and Regulations:** Attorney Waldron reviewed with the Board Resolution No. 2019-03-01; Establishing Form Right-of-Way Permit and Regulations with the Board.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, Resolution No. 2019-03-01; Establishing Form Right-of-Way Permit and Regulations was approved, with revisions as noted.

**Comcast Work to be Performed on District Property and Permit Fee:** The Board entered into discussion regarding the meeting with Comcast and the work to be performed. Following discussion, the Board directed staff to work with Comcast on a permit, including permit fees in the amount of the \$1,000.00 per day during construction, plus a \$10,000.00 fee for an easement agreement.

**Resolution 2019-03-02; First Amendment to 2019 Annual Administrative Resolution:** Mr. Waldron reviewed with the Board Resolution 2019-03-02; First Amendment to 2019 Annual Administrative Resolution, amending the meetings for 2019 to the third Tuesday of each month at 9:00 a.m. at 6155 South Main Street, Suite 260, Aurora, Colorado 80016.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved Resolution 2019-03-02; First Amendment to 2019 Annual Administrative Resolution.

**Form Work Order for Independent Contractor Agreement:** Attorney Waldron reviewed with the Board a form Work Order for use with an Independent Contractor Agreement.

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Following discussion, upon motion duly made by Director Liles, seconded by Director McGlynn and, upon vote, unanimously carried, the Board approved the form Work Order for use with an Independent Contractor Agreement.

**Short Form Contractor Agreement:** The Board reviewed a Short Form Contractor Agreement.

Following discussion, upon motion duly made by Director Liles, seconded by Director McGlynn and, upon vote, unanimously carried, the Board approved the Short Form Contractor Agreement.

### **OPERATIONS AND MAINTENANCE**

**M & J Wilkow's Maintenance Report:** Director McGlynn addressed the Board regarding the street light outage that occurred over the weekend. He also discussed with the Board the damage caused by snow removal to the pavers and parking stops. He also noted the banners are badly damaged. No action was taken by the Board at this time.

**Planter Renovation Project:** The Board reviewed a proposal from Western Proscapes for renovations of the planters. Following discussion, the Board determined to defer the project at this time.

**Proposal from R50K for Detention Pond Erosion Work:** The Board reviewed a proposal from R50K to perform erosion control at Detention Pond 950.

Following discussion, upon motion duly made by Director Rocha, seconded by Director McGlynn and, upon vote, unanimously carried, the Board determined additional information was needed to make a determination on the detention pond work and authorized Director Liles to authorize the work once additional information has been obtained.

**Proposal from Metco Landscape, Inc. for Irrigation Modifications:** The Board reviewed a proposal from Metco Landscape, Inc. to perform irrigation modifications to replace netafim with micro-jets.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the proposal from Metco Landscape, Inc. for irrigation modifications to replace netafim and micro-jets, in an amount not to exceed \$5,000.00.

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**Work Order No. 1 from Metco Landscape, LLC for Tree Removal at Detention Pond 950** : The Board reviewed Work Order No. 1 from Metco Landscape, LLC for tree removal at Detention Pond 950.

Following discussion, upon motion duly made by Director McGlynn seconded by Director Elliott and, upon vote, unanimously carried, the Board approved Work Order No. 1 from Metco Landscape, in the amount of \$4,150.00.

### **CAPITAL IMPROVEMENTS**

**Sidewalk Renovation Project Walk-Through with Contractors**: The Board discussed the final walk-through with contractors concerning warranty work for the Sidewalk Renovation Project. Ms. Finn noted the walk-through is scheduled for April 18, 2019 at 10:00 a.m.

**Status of the Capital Improvement Plan**: The Board deferred discussion at this time.

**2018 Medians Project**: The Board discussed the status of the 2018 Medians Renovation Project. Ms. Finn noted that the work is currently being bid.

### **OTHER MATTERS**

**Resolution of Appreciation**: The Board acknowledged Director McGlynn's resignation effective upon adjournment of the March 26, 2019 Board meeting. The Board expressed its appreciation to Director McGlynn for his distinguished years of service as a Board Member on the Southlands Metropolitan District No. 1.

### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made and, upon vote, unanimously carried, the meeting was adjourned.

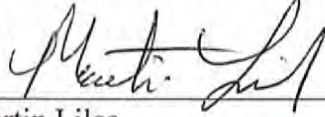
Respectfully submitted,

By:   
Secretary for the Meeting

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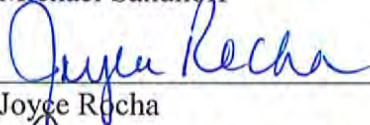
THESE MINUTES APPROVED AS THE OFFICIAL MARCH 26, 2019  
MINUTES OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
BY THE BOARD OF DIRECTORS SIGNING BELOW:



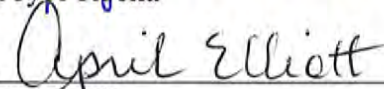
\_\_\_\_\_  
Martin Liles



\_\_\_\_\_  
Michael Sandhoff



\_\_\_\_\_  
Joyce Rocha



\_\_\_\_\_  
April Elliott

RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
SOUTHLANDS METROPOLITAN DISTRICT NO. 1

ESTABLISHING FORM RIGHT-OF-WAY PERMIT AND REGULATIONS

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WHEREAS, Southlands Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(d), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(h) C.R.S., the Board shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(f) C.R.S., the Board shall have the authority to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interests in property, leases, and easements necessary to the function or operation of the District; and

WHEREAS, the District owns, operates and/or maintains certain right-of-way and right-of-way improvements within and surrounding its boundaries (collectively the “**ROW Improvements**”); and

WHEREAS, certain individuals and entities desire to perform maintenance and/or construction activities within or which otherwise impact the ROW Improvements; and

WHEREAS, in order to protect the District’s interests in the ROW Improvements, and for the benefit of the District’s property owners, taxpayers, and visitors, the Board desires to establish a form Right-of-Way Permit and related regulations to be used by individuals or entities providing maintenance and/or construction activities within or which otherwise impact the ROW Improvements, as such form Right-of-Way Permit and related regulations are more particularly set forth in **Exhibit A** and incorporated herein by this reference (“**ROW Permit and Regulations**”); and

WHEREAS, the Board desires to authorize the District Manager, District Engineer and/or District General Counsel, as may be necessary, to implement and enforce the ROW Permit and Regulations as set forth therein and in accordance with this Resolution.



NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. **Intent of the District.** This Resolution is adopted to ensure the protection of the health, safety and welfare of the District's property owners, taxpayers, and visitors, to preserve the ROW Improvements, and to provide a fair and consistent implementation and enforcement process of the ROW Permit and Regulations.

2. **Establishment of ROW Permit and Regulations.** The Board hereby establishes the ROW Permit and Regulations to be used by any individual or entity providing maintenance and/or construction activities within or which otherwise impact the ROW Improvements.

3. **Implementation of Form ROW Permit and Regulations.** The Board hereby directs the District's Manager, Engineer and/or General Counsel, as may be necessary, to implement and otherwise oversee compliance with the ROW Permit and Regulations.

4. **Amendment.** The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the ROW Permit and Regulations in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects and affairs of the District.

5. **No Waiver.** No waiver of any provision of this Resolution or the ROW Permit and Regulations shall be deemed to constitute a waiver of any other provision in this Resolution or the ROW Permit and Regulations, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

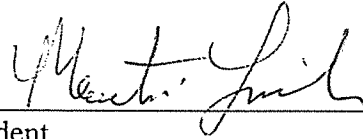
6. **No Guaranty or Reliance.** Nothing contained in this Resolution or the ROW Permit and Regulations shall obligate the District to approve a permit application or otherwise authorize maintenance or construction activities which may impact the ROW Improvements or any other District property. The approval or consent of the District to any application for maintenance or construction activities which may impact ROW Improvements shall not be deemed to constitute a waiver of any right to hold or deny approval by the District of any other application. The approval of any application related to the ROW Improvements shall be in the sole and absolute discretion of the District.

7. **Term.** This Resolution and the ROW Permit and Regulations shall be effective immediately, supersede any previously adopted resolution, permit or regulations of the District concerning maintenance or construction activities which impact ROW Improvements, and shall remain in full force and effect until such time as either are repealed by the Board.

*[Signature page follows.]*


APPROVED AND ADOPTED THIS 26<sup>TH</sup> DAY OF MARCH, 2019.

SOUTHLANDS METROPOLITAN DISTRICT  
NO. 1, a quasi-municipal corporation and political  
subdivision of the State of Colorado



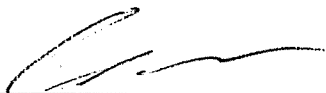
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to the District

*Signature page to Resolution Establishing ROW Permit and Regulations.*

**EXHIBIT A**  
**ROW Permit and Regulations**

## SOUTHLANDS METROPOLITAN DISTRICT NO. 1 RIGHT-OF-WAY PERMIT

All fields must be filled out, you must also include the traffic control plans and requisite bond. If these items are not included, the permit application will be REJECTED.

Applicant Name: \_\_\_\_\_  
Company Name/Permit Holder: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_ License #: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_ License #: \_\_\_\_\_  
24-Hr Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Party Responsible for Payment: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Cross Streets: \_\_\_\_\_

Type of Backfill Material: Flowfill  Flashfill  Class 6 Roadbase  Native

### Project Description (Complete as Necessary – May Attach Additional Materials):

Maintenance Activity (no surface or ground disturbance – general description): \_\_\_\_\_

Construction Activity (general description): \_\_\_\_\_

Pavement Cut: Length (FT) \_\_\_\_\_ Width (FT) \_\_\_\_\_ Additional Cuts: Length (FT) \_\_\_\_\_ Width (FT) \_\_\_\_\_

Excavation Area: Length (FT) \_\_\_\_\_ Width (FT) \_\_\_\_\_ Additional Cuts: Length (FT) \_\_\_\_\_ Width (FT) \_\_\_\_\_

# of Potholes: \_\_\_\_\_ Concrete Removal: Length (FT) \_\_\_\_\_ Width (FT) \_\_\_\_\_ # of Work Days: \_\_\_\_\_

Construction plan or sketch submitted?: Y  N

Infrared Patching? Y  N  Mill and overlay street for pavement restoration? Y  N

Traffic Control Plan? Y  N  Detour Plan? Y  N

**\*By signing below, applicant agrees to abide by the District's Right-of-Way Regulations\***

Permit Holder Representative: Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Accepted by the District this \_\_\_ day of \_\_\_\_\_, 2019.

District Signature: \_\_\_\_\_ Permit Expiration Date: \_\_\_\_\_

Permit Extension: \_\_\_\_\_ Extended Permit Expiration Date: \_\_\_\_\_  
District Signature

Project Completion: \_\_\_\_\_ Warranty Expiration Date: \_\_\_\_\_  
District Signature

Once accepted by the District, this application shall become the "Permit". A complete Permit shall be maintained by the Permit Holder, any contractor or any subcontractor performing work, and upon request shall be immediately provided to the District Manager, District Board Member or Designated Representative.

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1 RIGHT-OF-WAY PERMIT – REGULATIONS

1. Regulations: All work under the Permit shall be performed in accordance with the current Southlands Metropolitan District No. 1 (“District”) Right-of-Way Regulations (Regulations). The Permit Holder shall be responsible to ensure that all contractors and subcontractors comply with the terms and conditions of the Permit and the Regulations. Failure to comply with these Regulations may result in a Notice of Violation (NOV) being issued to the Permit Holder by the District. Upon issuance of a NOV, the Permit Holder shall secure the site(s), provide the necessary traffic control, and discontinue all non-corrective work within the right-of-way. No further work will be allowed until the corrections are completed, additional fees are paid and the NOV is rescinded by the District. The District retains the authority to revoke any Permit for failure to comply with these Regulations or other applicable rules or regulations of the City of Aurora (“City”).
2. Conformance with Standards: All work must conform to the construction plans, sketches, and traffic control plans submitted to the District as part of the Permit application. In the event of a conflict between the Permit and the District’s Regulations or Construction Standards, the District’s Regulations or Construction Standards shall govern. Any deviation from the District’s Regulations or Construction Standards, if granted, shall be fully described in the Permit along with the justification for same.
3. Subcontractors: Subcontractors are authorized to perform work under the Permit, provided that they are listed on the Permit or are added to the Permit prior to starting work. Subcontractors must hold a valid contractor’s license with the City.
4. Notifications: Notify the District a minimum of four (4) working days prior to initiating planned (non-emergency) construction activities and a minimum of forty-eight (48) hours in advance of each required inspection. A NOV may be charged to the Permit Holder if the contractor cancels a scheduled inspection or changes the work schedule without providing a minimum of four (4) hours advance notice to the District.
5. Preconstruction Meeting: Permits may require a preconstruction meeting to be scheduled with the District’s Designated Representative (“Designated Representative”). The Designated Representative may require attendance by any or all of the following parties: Permit Holder, Contractor, Subcontractors, project design engineer, and project design traffic engineer. Starting work prior to a required preconstruction meeting is justification for a NOV.
6. Work Hours: Work hours are limited to 6:00 a.m. to 3:00 p.m., Monday through Friday. No work is permitted on Saturday, Sunday or designated Holiday without prior approval of the District.
7. Utility Locates: In accordance with 9-1.5-103, C.R.S., prior to undertaking any excavation activities, the Permit holder shall notify the Utility Notification Center of Colorado and if necessary the tier two members having underground facilities in the area of such excavation. The Permit Holder is solely responsible for all utility locates and registration in accordance with these Regulations, and other applicable rules and regulations of the City.
8. Traffic Control: The approved traffic control plan shall be modified in the field, when required by the District or Designated Representative, in order to improve traffic flow or safety. Barricades, cones, signs, or other vehicular or pedestrian traffic controls shall be taken out of service after designated working hours unless their use and application are required to ensure the safety of the traveling public. In that case, those controls shall be noted on the approved traffic control plan.
9. Daily cleanup: Upon completion of each day’s work, the permit holder is responsible for ensuring that all litter, construction debris and other waste materials resulting from the work is removed from the site and that the site is left in a neat and orderly appearance. The street pavement and sidewalk shall be swept daily, if required by the District or Designated Representative, for dust control and to remove all loose material resulting from the work. Permit Holder shall ensure that any pits, holes, or other hazardous conditions are properly covered and/or addressed to ensure the safety of the public upon completion of each day’s work, and such measures shall be noted in the approved site plan or otherwise previously approved by the Designated Representative.
10. Pumped Water: Sediment and/or debris from water that is pumped out of structures during maintenance activities or maintenance work shall be contained within the work area and removed from the street. Sediment shall not flow to the gutter or ditch without providing inlet protection and/or sediment control devices for containment. The

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

## RIGHT-OF-WAY PERMIT – REGULATIONS

contractor shall clean the street and gutters whenever sediment is pumped out of a work area. Failure to provide sediment control when sediment is discharged outside of the work area is justification for a NOV.

11. Temporary Patching: All pavement cuts open to traffic shall be temporarily patched until asphalt is permanently replaced in accordance with Section 12 of these Regulations. Cold mix asphalt, hot mix asphalt, or flowable fill material with minimum two (2) inch depth shall be used for temporary patching. The temporary patch shall be maintained to provide a level road surface until permanent hot mix asphalt is placed.

12. Asphalt Replacement: All pavement cuts shall be permanently replaced in accordance with this Section 12 of these Regulations. All replaced asphalt shall be 4-inches of hot compacted asphalt. Asphalt will be milled 2-feet larger than the excavated area. Asphalt replacement will be a 1-lane minimum width, for the length of the cut, or full road width if the cut crosses the centerline of the road. Asphalt specifications shall be approved by the District prior to replacement.

13. Site restoration: All repairs shall cause the street and other property to be returned to a condition equal to or better than the original condition, in the reasonable discretion of the District, prior to the earlier of (i) seven (7) calendar days of the work being substantially complete, or (ii) the Permit Expiration Date, unless the Permit Holder receives written approval for an extended date from the District or Designated Representative. Site restoration may include final street and sidewalk sweeping, vegetation and landscape restoration, pavement striping, utility locating paint and flag removal and removal of erosion and siltation controls. The work is substantially complete when the major items of work on a Permit, such as the repair or installation of a structure or utility, are complete as evidenced by opening the street to traffic and removing materials, equipment and/or traffic controls.

14. Permit Holder must provide advance written notification to all businesses for work that may interfere with parking or access to such businesses.

15. Payment of fees: Permit Holder shall pay or cause to be paid all fees as set forth by the District in the "Right-of-Way Permit Fee Schedule", attached hereto and incorporated herein. To the extent the District retains an engineer, or other professional to review a permit application or oversee any work performed under a Permit, the Permit Holder shall be solely responsible for all related costs. Such Right-of-Way Permit Fee Schedule may be amended from time to time in the sole discretion of the District. The District may waive any portion of the fees in its sole and absolute discretion.

16. Surety Bond: The Permit Holder shall secure or cause to be secured a surety bond in the amount of \$20,000, or an annual general contractor liability bond of \$1,000,000 in a form acceptable to the District. The District may require a cash bond, or other form of surety, in its sole and absolute discretion. All bonds shall be valid for two (2) years from the Project Completion Date.

17. Notice of Violation: Examples where a NOV may be issued:

- a) The contractor cancels a scheduled inspection or changes the work schedule without providing a minimum of four (4) hours advance notice to the District.
- b) The contractor completes the work and fails to schedule a completion inspection with the District or Designated Representative.
- c) The District or Designated Representative requires a site meeting to discuss non-compliance issues.
- d) Starting work prior to a required pre-construction meeting.
- e) Failure to complete site restoration work within the required time period or corrective work within the required written time period.
- f) Failure to provide erosion and sedimentation controls and/or traffic controls.
- e) Failure to complete all work, including all necessary punch list items and restoration, prior to completion of the Permit Expiration Date, as may be extended upon approval by the District.

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

## RIGHT-OF-WAY PERMIT – REGULATIONS

18. **Permit Amendment:** An amendment is required when a permit quantity increases by more than ten percent (10%) or additional construction activities are scheduled to occur which were not contemplated at the time the Permit was originally issued by the District. The final quantity of work will be reviewed during the final completion inspection.
19. **Refunds:** With the exception of permits cancelled by the District, no refunds shall be issued on any Permit fees paid without approval of the District. An administrative fee may be charged to refunds issued for cancelled permits.
20. **Permit Extension:** The duration of any Permit may be extended when approved by the Designated Representative or District. Requests for extension must be made in writing to the Designated Representative a minimum of ten (10) working days prior to the Permit Expiration Date. The minimum fee to be charged for extending a Permit is the base fee. Additional fees may be assessed at the discretion of the District. Any extended Permit Extension Date shall be reflected on the form of Permit reviewed and accepted by the District.
21. **Completion Inspection:** The Permit Holder or contractor shall schedule a completion inspection with the Designated Representative a minimum of twenty-four (24) hours in advance of leaving the site after completion of the work. The Designated Representative shall provide an inspection report with a written punchlist of all deficiencies, if any, that must be corrected prior to acceptance of the work for completion of the Permit. **All compaction testing must be certified by a professional Geo-Tech engineer.** Permit Holder may elect to pay a fee for the District to conduct such testing. The Permit Holder shall complete the punchlist and schedule a final inspection within seven (7) calendar days, unless a written extension is approved by the Designated Representative. If there are no punchlist items, the completion inspection will be the final inspection. Failure to schedule a completion inspection prior to leaving the site after completing the work is a justification for a NOV.
22. **Final Inspection:** If the completion inspection is not the final inspection, the Permit Holder or contractor shall complete the punchlist and schedule a final inspection within the earlier of (i) seven (7) calendar days, or (ii) the Permit Expiration Date, unless a written extension is approved by the Designated Representative. Failure to complete the punchlist items within the period approved by the Designated Representative and schedule the final inspection is justification for a NOV. If the Designated Representative does not accept the corrected work at the final inspection, or the work is not completed, the Designated Representative may assess a NOV.
23. **Acceptance:** Upon acceptance of the work after the final inspection, the Designated Representative will sign and date the Permit to indicate the start date for the warranty period.
24. **Warranty:** All work performed under the Permit shall be warranted for two (2) years from the date of acceptance. During the warranty period, the Permit Holder may be notified in writing of any defective work and shall correct the defective work within fourteen (14) calendar days or the time allowed in writing by the District or Designated Representative. The corrective work shall be warranted for two (2) years after completion. Failure to correct the deficiencies within the required time period, or obtain a written extension, is justification for a NOV.
25. **Warranty Bond:** Unless otherwise expressly specified or waived by the District, the Permit Holder shall provide the District a warranty bond in a minimum amount of \$10,000 prior to acceptance. Such warranty bond shall be effective and available to the District throughout the entirety of the warranty period.
26. **Warranty Inspection:** The District or Designated Representative will send a notice of warranty inspection to the Permit Holder prior to the Warranty Expiration Date. The notice will indicate that the work is accepted and the Permit is closed or it will include a written punchlist of deficiencies that must be corrected within fourteen (14) calendar days or the time allowed in writing by the District or Designated Representative. The Permit Holder shall notify the Designated Representative after the punchlist is completed. Failure to complete the punchlist within the required time period, or obtain a written extension, is justification for a NOV.
27. **Appeals Procedure:** Any applicant for a Permit and any Permit Holder may appeal to the District Manager in writing any decision by the Designated Representative made pursuant to these Regulations. Unless otherwise approved by the District in writing, no work under the Permit shall be allowed during the pendency of the appeal.

## SOUTHLANDS METROPOLITAN DISTRICT NO. 1 RIGHT-OF-WAY PERMIT – REGULATIONS

28. Indemnification: The District shall not be liable for any loss, injury, death or damage to any person or property which may arise from the use of this Permit (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures). The Permit Holder hereby expressly agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and insurers against any claim, liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorneys' fees) which may result from any loss, injury, death or damage to any person which arises directly or indirectly out of or is caused by reason of Permit Holder's use or occupancy of any District property, any omission, act of negligence, willful misconduct, or any criminal or tortious act or omission by the Permit Holder or any of its contractors, subcontractors, employees, agents or representatives, or Permit Holder's failure to fulfill the terms and conditions of this Permit. The obligation to indemnify and save harmless the District its officers and employees shall not terminate, and shall survive the expiration of this Permit and the termination of the Permit. It is expressly agreed that in case of the Permit Holder's breach of any of the within promises, the District may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the Permit Holder for the cost thereof. The Permit Holder is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Permit Holder under worker's compensation acts, disability acts or other employee benefit acts.

29. 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, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

30. Insurance:

a) The Permit Holder shall acquire and maintain, at its sole cost and expense, during the entire term of any Permit, insurance coverage in the minimum amounts set forth in the "Insurance Requirements", 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 required by this Section 29 of these Regulations.

b) Prior to commencing any work under the Permit, the Permit Holder shall provide the District with a certificate or certificates evidencing the policies required by these Regulations, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto. If the Permit Holder subcontracts any portion(s) of the work performed under the Permit, 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 Permit Holder. If the coverage required expires during the term of the Permit, the Permit Holder shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

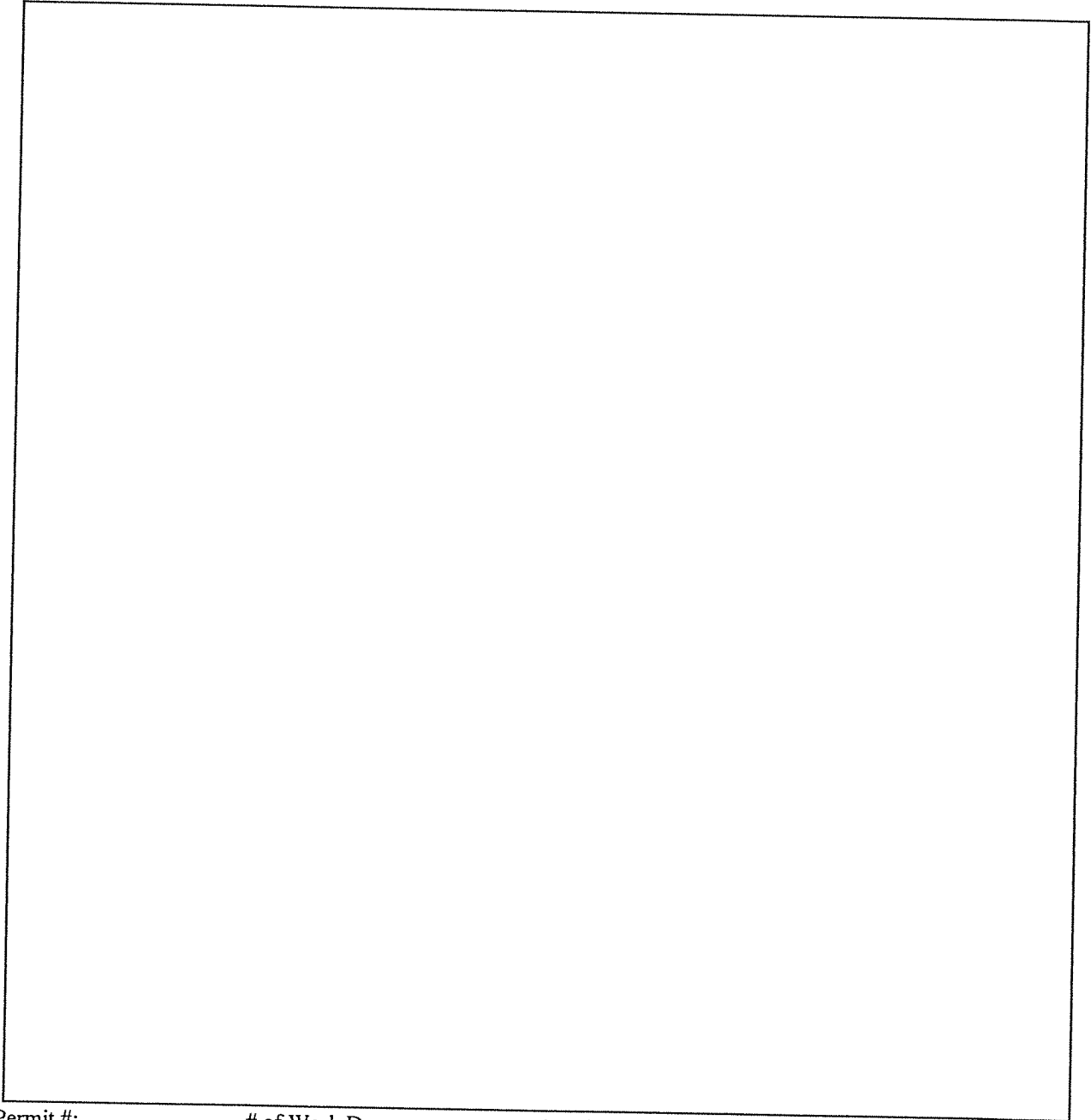


**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
RIGHT-OF-WAY PERMIT – SKETCH PLAN**

**NOTE:**

Applicant may use this form or draft another Site Sketch Plan upon any other form. However, the plans must include the following information:

Construction plans or sketch plan showing work location street(s), work address or nearest intersecting street(s), street names, medians, ditch line, curb, gutter and sidewalk, approximate easement and property lines, existing and proposed utilities, dimensions and north arrow.



Permit #: \_\_\_\_\_ # of Work Days: \_\_\_\_\_ App. Date: \_\_\_\_\_

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1 RIGHT-OF-WAY PERMIT – FEE SCHEDULE

Permit Holder: \_\_\_\_\_

Project Location or Address: \_\_\_\_\_

Work Description:

Administrative Fees (Non Refundable)	Unit	Unit Cost	Fee
Construction/Maintenance Activities BASE FEE (required for each permit)	Day	\$1,000	
<b>Included in BASE FEE:</b>			
		Project and/or Plan Review Fee	
		Designated Representative Fee	
		Tenant Notifications	
		Warranty Walk Through	
		Construction/Maintenance Oversight	
		Engineer Review Fee	
		Traffic Control Plan Review ( <i>if necessary</i> )	
		Street Closure/Detour Plan Review ( <i>if necessary</i> )	
		Storage of Materials ( <i>in accordance with plans</i> )	
<b>Testing Fees</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Fee</b>
Geo-Tech Compaction Testing Fee ( <i>if necessary</i> )	EA	Actual Cost	
<b>ROW Activity Fees</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Fee</b>
Lane Closure Fee ( <i>if necessary</i> )	Day	\$500	
Sidewalk Closure Fee ( <i>if necessary</i> )	Day	\$100	
<b>Notice of Violation</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Fee</b>
Notice of Violation Fee	Per Notice	\$1,500	
Restoration Fee (After Notice of Violation)	EA	Actual Cost	
<b>Total Fee Due at Time of Application</b>			<b>\$</b>
<b>Comments:</b>			

Type of Bond(s) (i.e., surety bond, cash bond, performance bond, warranty bond)	Amount of Bond	Expiration Date (Two Years from Completion Date)	Comments
Surety Bond	<input type="checkbox"/> \$20,000, or <input type="checkbox"/> Annual G/C liability bond of \$1,000,000		
Warranty Bond	\$10,000		

District confirmation of receipt of all fees and bond(s):

\_\_\_\_\_  
Signature

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

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1 RIGHT-OF-WAY PERMIT – INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 29 of the Regulations.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Permit Holder, Contractor or Subcontractor involved with the performance of the work, 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:
  1. premises operations;
  2. personal injury liability without employment exclusion;
  3. limited contractual;
  4. broad form property damages, including completed operations;
  5. medical payments;
  6. products and completed operations;
  7. independent consultants coverage;
  8. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

**This policy must include coverage extensions to cover the indemnification obligations contained in this Permit 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 work, 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.**

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
RIGHT-OF-WAY PERMIT – SUPPLEMENTAL MATERIALS**

**Resolution No. 2019-03-02**

**FIRST AMENDMENT TO  
SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
ANNUAL ADMINISTRATIVE RESOLUTION  
(2019)**

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WHEREAS, at the regular meeting of the Board of Directors (the “Board”) of the Southlands Metropolitan District No. 1 (the “District”), in the City of Aurora, Arapahoe County, Colorado, held at 10:00 a.m. on December 4, 2018, at 6155 South Main Street, Suite 260, Aurora, Colorado, the Board adopted a resolution entitled Southlands Metropolitan District No. 1 Annual Administrative Resolution (2019) (the “Resolution”); and

WHEREAS, since the adoption of the Resolution the Board has determined to change the date of its regular meetings; and

WHEREAS, the Board has determined to amend paragraph 17 of the Resolution by the adoption of this First Amendment to Southlands Metropolitan District No. 1 Annual Administrative Resolution (2019) (the “First Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. REPLACEMENT OF PARAGRAPH 17. The Board hereby replaces, in its entirety, Paragraph 17 of the Resolution with the following:

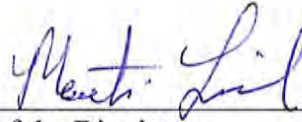
“17. The Board determines to hold regular meetings on the third Tuesday of each month, at 9:00 A.M. at 6155 S. Main Street, Suite 260, Aurora, Colorado. Notice of the time and place for all regular meetings shall be posted in accordance with § 32-1-903, C.R.S.”

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

*[Remainder of page intentionally left blank.]*


ADOPTED this 26<sup>th</sup> day of March, 2019.

SOUTHLANDS METROPOLITAN DISTRICT  
NO. 1



\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law



\_\_\_\_\_  
General Counsel to the District

**CERTIFICATION OF RESOLUTION**

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on March 26, 2019, at 6155 S. Main Street, Suite 260, Aurora, Colorado.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26<sup>th</sup> day of March, 2019.



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Printed Name