

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
Fax: (303) 987-2032  
Website: <https://southlandssmd1.colorado.gov/>

## NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2023/May 2023
Joyce Rocha	Secretary	2025/May 2025
April Elliott	Treasurer	2025/May 2025
<b>VACANT</b>		2025/May 2023
<b>VACANT</b>		2023/May 2023

DATE: April 18, 2023  
TIME: 9:30 a.m.  
PLACE: Southlands Shopping Center  
Management Office  
6155 South Main Street, Suite 260  
Aurora, Colorado 80016

### I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.  

---
- B. Approve Agenda; confirm location of the meeting and posting of meeting notice.  

---
- C. Review and approve Minutes of the February 14, 2023 Regular Meeting (enclosure).  

---

### II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.  

---

III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of proposal from Wolf’s Site Services for the removal of holiday banners and re-installing the standard banners, in the amount of \$8,800 (enclosure).
- 

IV. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims for the periods ending as follows (enclosures):

Fund	Period Ending Feb. 28, 2023	Period Ending March 31, 2023
General	\$ 275,243.18	\$ 190,548.47
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 275,243.18</b>	<b>\$ 190,548.47</b>

---

B. Review and accept unaudited financial statements for the period ending \_\_\_\_\_, 2023 and accept Cash Position Schedule, dated \_\_\_\_\_, 2023, updated \_\_\_\_\_, 2023 and Operations Fee Report (to be distributed).

---

V. LEGAL MATTERS

A. Discuss Mid-Session Legislative Summary.

---

B. Discuss status of the Regular Election for Directors on May 2, 2023.

---

VI. OPERATIONS AND MAINTENANCE

A. Discuss status of the Access Permit for the E-470 monument signs.

---

1. Consider engagement of a surveyor (to be distributed).
-

B. Discuss status of the retaining wall repair work.

---

1. Discuss request from Service Street Auto Repair regarding damaged landscaping.

---

C. Discuss status of the Main Street Monument lighting enhancements (YESCO).

---

1. Ratify approval of a proposal from Principal Services Integration Simplified for remote technical support and programming update, in the amount of \$800 (enclosure).

---

D. Review and ratify approval of the Independent Contractor Agreement between the District and Yesco LLC for Main Street Monument lighting enhancements (enclosure).

---

E. Review and consider approval of proposal from Alliance Commerical Maintenance for striping, in the amount of \$15,187.72 (enclosure).

---

F. Discuss status of the 2023 Special Events Permit from M&J Wilkow.

---

VII. CAPITAL IMPROVEMENTS

A. Discuss upgrading the wayfinding signs.

---

B. Review and consider approval of proposal from Keesen Landscape Management, Inc. for the renovation of the islands internally along Orchard, in the amount of \$104,493.76 (enclosure).

---

VIII. OTHER MATTERS

A. \_\_\_\_\_

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 20, 2023**

# RECORD OF PROCEEDINGS

---

## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD FEBRUARY 14, 2023

A Regular 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 14<sup>th</sup> day of February, 2023, at 9:30 a.m. at 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  
Joyce Rocha  
April Elliott

#### Also In Attendance Were:

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

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

Thuy Dam; CliftonLarsonAllen, LLP

Tim Flanagan; Sustainable Landscapes Colorado, LLC (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 and that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Finn 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 discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

---

### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Finn noted she had distributed for the Board’s review and approval a proposed Agenda for the District’s Regular Meeting.

## RECORD OF PROCEEDINGS

---

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

**Minutes:** The Board reviewed the Minutes of the November 15, 2022 Regular Meeting, December 19, 2022 and January 9, 2023 Special Meetings.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Minutes of the November 15, 2022 Regular Meeting, December 19, 2022 and January 9, 2023 Special Meetings were approved, as presented.

### **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:

Fund	Period Ending Nov. 30, 2022	Period Ending Dec. 31, 2022	Period Ending Jan. 31, 2023
General	\$ 101,660.13	\$ 430,251.01	\$ 229,393.02
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 4,573.47	\$ 1,642.40	\$ 272.86
<b>Total Claims</b>	<b>\$ 106,233.60</b>	<b>\$ 431,893.41</b>	<b>\$ 229,665.88</b>

Following review, upon motion duly made by Director Liles seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of claims, subject to final review by Director Elliott of the snow removal invoices.

**Financial Statements:** Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending December 31, 2022 and Cash Position Schedule, dated December 31, 2022, updated February 6, 2023 and Operations Fee Report.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending December 31, 2022 and accepted the Cash Position Schedule, dated December 31, 2022, updated February 6, 2023 and Operations Fee Report.

### **LEGAL MATTERS**

**Procedures for Advertising, Special Event and Street Closure Permit:** Attorney Waldron reviewed with the Board a Procedures for Advertising, Special Event and Street Closure Permit.

## RECORD OF PROCEEDINGS

---

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Procedures for Advertising, Special Event and Street Closure Permit as revised.

**Advertising, Special Event and Street Closure Permit Application and Agreement:** Attorney Waldron reviewed with the Board an Advertising, Special Event and Street Closure Permit Application and Agreement.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Advertising, Special Event and Street Closure Permit Application and Agreement, subject to one revision. The Board requested that all signs be removed 24 hours after an event.

**2023 Special Events Permit from M&J Wilkow:** The Board entered into discussion regarding the 2023 Special Events Permit from M&J Wilkow. Director Rocha noted she working on the schedule for 2023.

**Bill of Sale for the Holiday Décor:** The Board reviewed a Bill of Sale for the Holiday Décor between M & J Wilkow Properties, LLC as the seller and the District as the buyer.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Bill of Sale for the Holiday Décor between M & J Wilkow Properties, LLC.

**Regular Election for Directors on May 2, 2023:** Attorney Waldron updated the Board concerning the May 2, 2023 Regular Election for Directors. He noted the Self-Nomination Forms are due on February 24, 2023.

---

### **OPERATIONS AND MAINTENANCE**

**Presentation of Floral Design by Sustainable Landscape Colorado:** Mr. Flanagan made a presentation to the Board regarding the 2023 floral design.

**Independent Contractor Agreement for the 2023 Floral Program:** The Board reviewed an Independent Contractor Agreement for the 2023 Floral Program between the District and Sustainable Landscape Colorado, LLC.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the Independent Contractor Agreement for the 2023 Floral Program between the District and Sustainable Landscape Colorado, LLC, subject to revisions as noted.

## RECORD OF PROCEEDINGS

---

**Access Permit for the E-470 Monument Signs:** Ms. Finn noted she is working on obtaining an access permit from the E-470 Public Highway Authority and the District may need to engage a surveyor.

**Retaining Wall Repair Work:** Ms. Finn reported the retaining wall repair work is ongoing.

**Main Street Monument lighting enhancements (YESCO):** Director Liles noted he met with Derrick Campbell with YESCO regarding a proposal for the Main Street Monument lighting enhancements and they are working on scope of service.

### **Independent Contractor Agreements for 2023 Maintenance Services:**

*Independent Contractor Agreement for Landscape Maintenance Service between the District and Keesen Landscape Management, Inc.:* The Board reviewed an Independent Contractor Agreement for Landscape Maintenance Services between the District and Keesen Landscape Management, Inc.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the Independent Contractor Agreement for Landscape Maintenance Services between the District and Keesen Landscape Management, Inc.

*Independent Contractor Agreement for Hanging Baskets between the District and Ecogreen Landscape, LLC:* The Board reviewed an Independent Contractor Agreement for Hanging Baskets between the District and Ecogreen Landscape, LLC.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the Independent Contractor Agreement for Hanging Baskets between the District and Ecogreen Landscape, LLC.

*Independent Contractor Agreement for Site Lighting Maintenance Services between the District and Full Spectrum Lighting LLC:* The Board reviewed an Independent Contractor Agreement for Site Lighting Maintenance Services between the District and Full Spectrum Lighting LLC.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the Independent Contractor Agreement for Site Lighting Maintenance Services between the District and Full Spectrum Lighting LLC.

## RECORD OF PROCEEDINGS

---

Independent Contractor Agreement for Street Sweeping Services between the District and Common Area Maintenance Services, LLC: The Board reviewed an Independent Contractor Agreement for Street Sweeping Services between the District and Common Area Maintenance Services, LLC.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the Independent Contractor Agreement for Street Sweeping Services between the District and Common Area Maintenance Services, LLC.

Independent Contractor Agreement for Pest Control Services between the District and Animal & Pest Control Services, Inc.: The Board reviewed an Independent Contractor Agreement for Pest Control Services between the District and Animal & Pest Control Services, Inc.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the Independent Contractor Agreement for Pest Control Services between the District and Animal & Pest Control Services, Inc.

Independent Contractor Agreement for Security Services between the District and Universal Protection Service, LLC d/b/a Allied Universal Security Services: The Board reviewed an Independent Contractor Agreement for Security Services between the District and Universal Protection Service, LLC d/b/a Allied Universal Security Services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the Independent Contractor Agreement for Security Services between the District and Universal Protection Service, LLC d/b/a Allied Universal Security Services.

Independent Contractor Agreement for Main Street Monument Lighting Enhancements Between the District and Yesco LLC: The Board deferred discussion.

---

### **CAPITAL IMPROVEMENTS**

**Wayfinding Signs:** The Board entered into discussion regarding upgrading the wayfinding signs. Director Liles noted the estimate he received from YESCO LLC was \$150,000. No action was taken by the Board at this time.

---

### **OTHER MATTERS**

There were no other matters.

---



## RECORD OF PROCEEDINGS

---

### ADJOURNMENT

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting



Wolf's Site Services  
3036384660  
7687 S. Patsburg Way  
Aurora, Colorado  
80016  
United States

Prepared For  
Quincy Hudspeth  
M&J Wilkow  
United States

Estimate Date  
03/12/2023

Estimate Number  
0000011

---

Description	Rate	Qty	Line Total
Proposal for removing holiday banners and re-installing the standard banners throughout entire site and re stock holiday banners back in storage location.	\$8,800.00	1	\$8,800.00
		Subtotal	8,800.00
		Tax	0.00
		Estimate Total (USD)	\$8,800.00

---

**Southlands Metropolitan District No. 1**  
**February-23**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
Allied Universal	13827010	1/26/2023	2/25/2023	\$ 9,308.14	Security	117806
Allied Universal	13759260	1/8/2023	2/7/2023	\$ 15,429.41	Monthly cleaning	117802
Brody Chemical	INV25726	2/6/2023	3/8/2023	\$ 4,431.99	Repairs and maintenance	117582
Brody Chemical	INV25223	1/31/2023	3/2/2023	\$ 104.99	Repairs and maintenance	117582
City of Aurora	A033004 JAN23	1/31/2023	1/31/2023	\$ 18.91	Utilities	117701
City of Aurora	A045809 JAN23	1/31/2023	1/31/2023	\$ 18.91	Utilities	117701
City of Aurora	A033002 JAN23	1/31/2023	1/31/2023	\$ 18.91	Utilities	117701
City of Aurora	A040256 JAN23	1/31/2023	1/31/2023	\$ 72.90	Utilities	117701
City of Aurora	A036873 JAN23	1/31/2023	1/31/2023	\$ 40.91	Utilities	117701
City of Aurora	A045810 JAN23	1/31/2023	1/31/2023	\$ 40.91	Utilities	117701
City of Aurora	A037515 JAN23	2/9/2023	2/9/2023	\$ 40.91	Utilities	117701
City of Aurora	A033003 JAN23	1/31/2023	1/31/2023	\$ 18.91	Utilities	117701
City of Aurora	A040474 JAN23	1/31/2023	1/31/2023	\$ 40.91	Utilities	117701
CliftonLarsonAllen LLP	3543946	12/31/2022	12/31/2022	\$ 3,444.21	Accounting	107000
Common Area Maintenance Services	M02012557	2/1/2023	2/1/2023	\$ 1,365.00	Street sweeping	117808
Consolidated Divisions Inc.	2007887	1/19/2023	2/3/2023	\$ 35,617.40	Snow removal	117807
Consolidated Divisions Inc.	2007674	1/3/2023	1/18/2023	\$ 16,934.40	Snow removal	117807
Consolidated Divisions Inc.	2007886	1/19/2023	2/3/2023	\$ 623.00	Snow removal	117807
Consolidated Divisions Inc.	2008188	2/4/2023	2/19/2023	\$ 2,664.38	Snow removal	117807
Consolidated Divisions Inc.	2007673	1/2/2023	1/17/2023	\$ 11,594.56	Snow removal	117807
Consolidated Divisions Inc.	2007890	1/21/2023	2/5/2023	\$ 1,421.00	Snow removal	117807
Consolidated Divisions Inc.	2007889	1/20/2023	2/4/2023	\$ 9,441.07	Snow removal	117807
Consolidated Divisions Inc.	2008192	2/4/2023	2/19/2023	\$ 3,780.00	Snow removal	117807
Consolidated Divisions Inc.	2008191	2/4/2023	2/19/2023	\$ 2,597.00	Snow removal	117807
Consolidated Divisions Inc.	2007888	1/19/2023	2/3/2023	\$ 24,004.40	Snow removal	117807
Diversified Underground, Inc.	27070	1/31/2023	3/2/2023	\$ 190.00	Repairs and maintenance	117582
Full Spectrum Lighting, Inc	30965	2/3/2023	2/3/2023	\$ 780.00	Street lighting/ striping	117855
M & J Wilkow Properties, LLC	30481	2/1/2023	3/3/2023	\$ 9,616.33	Property maintenance	117804
M&J Wilkow- Southlands TC, LLC.	1178066	1/6/2023	1/6/2023	\$ 22,010.28	Utilities	117701
Special District Association	SDA-2023	2/8/2023	2/8/2023	\$ 549.68	Dues and licenses	107350
Special District Management Services, Inc.	DM 01/2023	1/31/2023	1/31/2023	\$ 4,542.65	District management	107440
Special District Management Services, Inc.	PM 01/2023	1/31/2023	1/31/2023	\$ 3,064.00	Property management	107805
Sunland Asphalt	37362	2/8/2023	2/23/2023	\$ 2,500.00	Street repairs/sidewalk	117586
Sustainable Landscape Colorado	3181	10/15/2022	11/14/2022	\$ 65,701.93	Floral	117801
Sustainable Landscape Colorado	3061	10/1/2022	10/31/2022	\$ 8,846.78	Floral	117801
UMB Bank, N.A.	936889	12/15/2022	12/15/2022	\$ 6,000.00	Banking fees	107490
Utility Notification Center of Colorad	223011236	1/31/2023	1/31/2023	\$ 5.16	Repairs and maintenance	117582
Wendy Daru	2022	2/7/2023	2/7/2023	\$ 250.00	Public Events	107810
White, Bear & Ankele PC	26366	1/31/2023	1/31/2023	\$ 4,167.96	Election expense	107581
White, Bear & Ankele PC	26366	1/31/2023	1/31/2023	\$ 515.58	Legal services	107460
Xcel Energy	816509671	2/16/2023	2/16/2023	\$ 3,429.70	Utilities	117701

\$ 275,243.18

**Southlands Metropolitan District No. 1**  
**February-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 271,501.30			\$ 271,501.30
<b>Xcel - Auto Pay</b>	\$ 3,429.70	\$ -	\$ -	\$ 3,429.70
<b>Aurora Water - Auto Pay</b>	\$ 312.18	\$ -	\$ -	\$ 312.18
<b>Total Disbursements from Checking Acct</b>	<u>\$ 275,243.18</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 275,243.18</u>

**Southlands Metropolitan District No. 1  
March-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	13944709	2/23/2023	3/25/2023	\$ 9,284.40	Security	117806
Allied Universal	13879760	2/5/2023	3/7/2023	\$ 14,890.02	Monthly cleaning	117802
Brody Chemical	INV26396	2/28/2023	3/30/2023	\$ 104.99	Repairs and maintenance	117582
Brody Chemical	INV27139	3/9/2023	4/8/2023	\$ 2,285.99	Repairs and maintenance	117582
City of Aurora	A033002 FEB23	3/10/2023	3/10/2023	\$ 18.91	Utilities	117701
City of Aurora	A033003 FEB23	3/10/2023	3/10/2023	\$ 18.91	Utilities	117701
City of Aurora	A037515 FEB23	3/10/2023	3/10/2023	\$ 40.91	Utilities	117701
City of Aurora	A040256 FEB23	3/10/2023	3/10/2023	\$ 72.90	Utilities	117701
City of Aurora	A040474 FEB23	3/10/2023	3/10/2023	\$ 40.91	Utilities	117701
City of Aurora	A045810 FEB23	3/10/2023	3/10/2023	\$ 40.91	Utilities	117701
City of Aurora	A045809 FEB23	3/10/2023	3/10/2023	\$ 18.91	Utilities	117701
City of Aurora	A036873 FEB23	3/10/2023	3/10/2023	\$ 40.91	Utilities	117701
City of Aurora	A033004 FEB23	3/10/2023	3/10/2023	\$ 18.91	Utilities	117701
CliftonLarsonAllen LLP	3570187	1/31/2023	1/31/2023	\$ 4,295.69	Accounting	107000
Common Area Maintenance Services	M03012564	3/1/2023	3/1/2023	\$ 1,365.00	Street sweeping	117808
Consolidated Divisions Inc.	2008168	1/28/2023	1/28/2023	\$ 2,416.58	Snow removal	117807
Consolidated Divisions Inc.	2008167	1/28/2023	2/12/2023	\$ 659.40	Snow removal	117807
Consolidated Divisions Inc.	2008387	2/16/2023	2/16/2023	\$ 19,153.40	Snow removal	117807
Consolidated Divisions Inc.	2008576	2/24/2023	3/11/2023	\$ 441.00	Snow removal	117807
Consolidated Divisions Inc.	2008353	2/16/2023	2/16/2023	\$ 257.25	Snow removal	117807
Consolidated Divisions Inc.	2008313	2/11/2023	2/26/2023	\$ 1,114.75	Snow removal	117807
Consolidated Divisions Inc.	2008575	2/24/2023	3/11/2023	\$ 5,459.30	Snow removal	117807
Consolidated Divisions Inc.	2008166	1/28/2023	2/12/2023	\$ 441.00	Snow removal	117807
Consolidated Divisions Inc.	2008388	2/16/2023	3/3/2023	\$ 19,692.40	Snow removal	117807
Diversified Underground, Inc.	27225	2/28/2023	2/28/2023	\$ 110.00	Repairs and maintenance	117582
Full Spectrum Lighting, Inc	31035	2/14/2023	2/14/2023	\$ 270.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	31151	3/10/2023	3/10/2023	\$ 2,637.14	Street lighting/ striping	117855
Integrated Wall Solutions, LLC	502255	2/28/2023	3/17/2023	\$ (2,356.29)	Retainage Payable	112501
Integrated Wall Solutions, LLC	502255	2/28/2023	3/17/2023	\$ 23,562.89	Repairs and maintenance	117582
Keesen Landscape Management, Inc.	117585	2/1/2023	3/3/2023	\$ 16,463.22	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 214095	3/1/2023	3/31/2023	\$ 16,463.22	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	212159	2/1/2023	3/3/2023	\$ 16,463.22	Landscape maintenance & irrigation repair	117585
M & J Wilkow Properties, LLC	29829	12/1/2022	12/31/2022	\$ 9,616.33	Property maintenance	117804
M & J Wilkow Properties, LLC	30837	3/1/2023	3/31/2023	\$ 9,616.33	Property maintenance	117804
Special District Management Services, Inc.	PM 02/2023	2/28/2023	2/28/2023	\$ 3,000.00	Property management	117805
Special District Management Services, Inc.	DM 02/2023	2/28/2023	2/28/2023	\$ 4,566.03	District management	107440
Utility Notification Center of Colorado	223021223	2/28/2023	2/28/2023	\$ 11.61	Repairs and maintenance	117582
White, Bear & Ankele PC	26868	2/28/2023	2/28/2023	\$ 830.76	Election expense	107581
White, Bear & Ankele PC	26868	2/28/2023	2/28/2023	\$ 3,401.78	Legal services	107460
Xcel Energy	820585890	3/20/2023	4/7/2023	\$ 3,192.88	Utilities	117701
Yesco	INY-0413004	1/25/2023	2/24/2023	\$ 526.00	Repairs and maintenance	117582

\$ 190,548.47

**Southlands Metropolitan District No. 1**  
**March-23**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 187,043.41			\$ 187,043.41
<b>Xcel - Auto Pay</b>	\$ 3,192.88	\$ -	\$ -	\$ 3,192.88
<b>Aurora Water - Auto Pay</b>	\$ 312.18	\$ -	\$ -	\$ 312.18
<b>Total Disbursements from Checking Acct</b>	<u>\$ 190,548.47</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 190,548.47</u>



Date: December 5, 2022

Project Number: 22-1201-3

Project Name: Wilkow – Southlands Program

**SCOPE:**

- Provide Remote technical support and programming update.

**PRICE:**

- **Labor \$800.00**
  - Update programming with automation per requested schedule
    - November 1st 2022 to January 15, 2023 **Christmas Theme (Red Southlands Sign, Tops Green and Red)**
    - January 16 to April 6th **Patriotic Theme (Blue Southlands Sign, Tops Red & White)**
    - April 7th to May 25th **Spring Theme (White Southlands Sign, Tops Green & Purple)**
    - May 26th to September 29th **Patriotic (Blue Southlands Sign, Tops Red & White)**
- **Total \$ 800.00**

Thank you

Paul Schultz

[paul.schultz@p-led.com](mailto:paul.schultz@p-led.com)

Cell 325-340-2262

\*\*\* Principal Services is a technology consulting and programming firm. All electrical load calculations and safety must be reviewed by an electrical engineer or electrical contractor licensed in your state. All installation must comply with all national electrical codes as well as all state and local codes. Principal Services is not a licensed contractor and will be on site to program the control system and assist with technical integration only. All electrical work must be performed by a licensed electrical contractor. \*\*\*

**\*\*\*QUOTE VALID FOR 30 DAYS\*\*\***

**FIRST AMENDMENT TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(SIGN INSTALLATION SERVICES)**

---

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**First Amendment**”), is entered into as of the 15th day of November, 2022, to be effective January 1, 2023, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and YESCO, LLC, a Utah limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Sign Installation Services)*, dated March 23, 2022 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth a termination date of December 31, 2022;

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

WHEREAS, the Parties to extend the termination date of the Agreement to December 31, 2023;

WHEREAS, the Parties desire Contractor to perform additional services not initially contemplated in the Agreement;

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

**TERMS AND CONDITIONS**

1. AMENDMENT TO TERM/RENEWAL. The parties hereby extend the termination date set forth in Paragraph 2 of the Agreement to December 31, 2023.

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

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

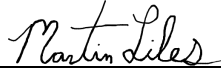


4. COUNTERPART EXECUTION. This First Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and,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

*[Signature page follows.]*

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

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


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

ATTEST:

  
\_\_\_\_\_


APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_

General Counsel for the District

**CONTRACTOR:**  
YESCO, LLC, a Utah limited liability company

DocuSigned by:  
  
\_\_\_\_\_

Danny C. Ramirez Sr.  
\_\_\_\_\_

Printed Name  
vice President  
\_\_\_\_\_

Title  
\_\_\_\_\_

**EXHIBIT A-1**  
**SCOPE OF SERVICES/COMPENSATION SCHEDULE**



**Agreement**

**For Work At**

Southlands  
 6155 S Main St  
 Aurora CO 80016-5363  
 United States

**Billing Address**

Martin Liles  
 Southlands TC LLC  
 6155 S Main St Ste 260  
 Aurora CO 80016-5260  
 United States

**Account Executive**

070108 Derrick Campbell  
 dcampbell@yesco.com  
 720-458-7115  
 YESCO - Denver  
 11220 East 53rd Avenue  
 Suite 300  
 Denver CO 80239  
 United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
08/18/2022	PRY-41924	Southlands Main Street Display Add Extra RGB Stroke in Letters	Net 30	09/17/2022	\$3,345.89

Item	Amount
------	--------

**Scope**

Yesco to supply and install a second stroke of RGB modules into the "SOUTHLANDS" custom channel letters on Main Street display to increase brightness of letters.  
 New LED strokes to be wired into existing RGB control. Final startup and testing with additional stroke included. Work to be performed on site.

Includes: Clean Up & Mobilization and clean up.

Exclusions: No permit related fees included. No other work included. No lane closures or traffic control included.

Project Price: \$ 6,497.00 (plus taxes and fees)

<b>Install Custom Signage</b> Non Taxable Amount	\$4,062.22
---	------------

<b>Fabricate Custom Signage</b> Taxable amount	\$2,434.78
---	------------

**Payment Terms**

Unless mutually agreed to in writing by both parties, YESCO's standard payment terms are 50% deposit due at time of contract signing with balance due 30 days after substantial completion.

Subtotal	\$6,497.00
Tax Total (%)	\$194.78
<b>Total</b>	<b>\$6,691.78</b>

## Standard Terms and Conditions

**1. Terms:** The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") together with these YESCO Standard Terms and Conditions, the "Agreement," and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work," "goods," and/or "services") as requested by you, the Customer, as further described in the Transaction Document. YESCO refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

**2. Pricing Exclusions:** YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the expiration of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document, however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

**3. Payment:** In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payments by credit card, you agree to pay a 2% surcharge on the total amount of such payments.

**4. Inspection:** You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If the damaged materials are not inspected and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for damage resulting from the warranty set forth below.

**5. Installation:** If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for all resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

**6. Limited Warranty**  
**A. New Signs, Lighting, and other Manufactured Products:** YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.  
**B. Service and Retrofit Services:** YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's separate warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO, YESCO'S SUPPLIERS, OR INSTALLERS. ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

**7. Extended Warranty:** If the Work expressly includes an extended warranty for the recurring maintenance, service or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable, repair parts are immediately available, and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

**8. Risk of Loss, Damage or Destruction Insurance:** Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

**9. Liens and Taxes:** Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all taxes, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively, "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

**10. Security Interest:** Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, your agent, or any adjacent party, or the creditors of either. To secure the performance of your obligations, including, without limitation, your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

**11. Default:** If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

**12. Repossession:** If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching, painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement, and any other remedy available at law or in equity.

**13. Indemnification:** You agree to the extent YESCO's negligence or willful misconduct, you shall defend, indemnify, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors, from any and all claims, costs, expenses (including reasonable attorneys' fees), damages, and liabilities, of or in equity, arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

**14. Disputes:** The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, all YESCO's claims against you shall be subject to arbitration. YESCO's claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, Utah. This Agreement shall be governed and construed in accordance with Utah law, which shall be the law of the state of Utah. YESCO shall not be liable for special, punitive, incidental or consequential damages, including attorneys' fees, in any action arising out of or related to this Agreement with a collection agency or an attorney for collection or enforcement; you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

**15. Possession, Transfers, and Assignment:** Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

**16. Your Special Duties:** You agree to warrant and obtain and maintain all necessary access rights (including easement access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation, if applicable. You must pay all charges for electrical and data service, if required. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to your permitting or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area. You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

**17. Miscellaneous Provisions:**  
**A.** No statement made by YESCO's account executives will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executives, the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.  
**B.** Terms of the assurance. All past due amounts shall bear an annual interest rate of the lesser of 10% percent or the maximum rate allowed by law.  
**C.** Performance by YESCO shall be subject to delay due to strike, labor dispute, breakdown, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.  
**D.** YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.  
**E.** YESCO's listing of contractor's licenses available on the internet at <http://mtd/www.yescos.com/licenses.html> is incorporated by reference herein.  
**F.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.  
**G.** Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



## Invoice

**Bill To**

Martin Liles  
 Southlands TC LLC  
 6155 S Main St Ste 260  
 Aurora CO 80016-5260  
 United States

**Ship To**

Southlands  
 6155 S Main St  
 Aurora CO 80016-5363  
 United States

**Remit To**

YESCO - Denver  
 11220 East 53rd Avenue  
 Suite 300  
 Denver CO 80239  
 United States

Project Number / Invoice #

PRY-41924

Terms

DUE UPON ACCEPTANCE

Account Executive

070108 Derrick Campbell

Item	Amount
<b>Down Payment Invoice for 50% (Prefunding)</b>	<b>\$3,345.89</b>
<b>Total</b>	<b>\$3,345.89</b>

### ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date



**Submitted to:**  
 M&J Wilkow  
 6155 South Main Street, Suite 260  
 Aurora District, CO, 80016

**Location of Service:**  
 Southlands  
 6155 South Main Street, Suite 260  
 Aurora District, CO, 80016

**Proposal #:** 1391  
**Date:** 03/21/2023  
**Estimator:** Graham Howard  
**Phone #:** 303-656-7724

**Parking Lot Striping**

Scope of Work	Estimate
---------------	----------

**Parking Lot Striping**

Restripe area designated as blue on map.

\$15,187.72

**Parking Lot Striping**

Restripe area designated as pink on map

\$8,053.72

**Parking Lot Striping**

Restripe area designated as yellow on map.

\$11,183.04

<b>Total</b>	<b>\$34,424.48</b>
--------------	--------------------

All work guaranteed for one year. All work to be completed in a workmanship type manner following industry standard practices. Exceptions: Failure due to work performed on wet and yielding sub grade and/or cold temperatures. All materials guaranteed to be as specified. Deviations and/or alterations to the above specifications will require a written change order, with regards to additional costs, to be added original proposal. **Scope of work proposed exceeding \$50,000.00 will require a 25% progress payment due upon mobilization.** Additional material cost will be passed to customer. All agreements are contingent upon strikes, accidents, and acts of God.

Acceptance of Proposal: Above estimate of prices, specifications and conditions are satisfactory and hereby accepted. The above work is approved to be completed as specified.

Signature:

**M&J Wilkow**

Signature:

**Alliance CMS**

- 1.) All work shall be completed in a professional manner in accordance with all building codes and applicable laws. Alliance Commercial Maintenance Services is a fully insured company.
- 2.) As to the extent required by law, all work shall be performed by licensed and authorized persons to perform such work.
- 3.) Alliance Commercial Maintenance Services, Inc. at its discretion may use subcontractors to perform work under this contract.
- 4.) Alliance Commercial Maintenance Services, Inc. shall furnish Owner appropriate waivers of lien, or releases, for all work performed or materials provided at the time payment is due, as requested by the Owner.
- 5.) Alliance Commercial Maintenance Services, Inc. agrees to remove all debris and leave the premises in "broom-clean" condition.
- 6.) In the event the Owner fails, or refuses, to pay any payment in full, or in good and sufficient funds when due, Alliance Commercial Maintenance Services, Inc. may cease work without breach of this contract pending full payment or resolution of such dispute. Additionally, failure to make payment within 10 days of the date of such payment is due, shall be deemed a material breach of this contract.
- 7.) All disputes hereunder shall be exclusively submitted to the County or District Court of the City and County of Denver. The parties agree that exclusive venue and jurisdiction shall be the City and County of Denver for any dispute arising out of or involving this contract.
- 8.) Alliance Commercial Maintenance Services, Inc. shall not be liable for any delay due to force majeure, Acts of God, or circumstances beyond its control including, but not limited to strikes, casualty or general unavailability of materials.
- 9.) Alliance Commercial Maintenance Services, Inc. provides a limited warranty on all workmanship and materials for a period of 365 days after completion of work. Alliance Commercial Maintenance Services warrants and guarantees the quality of materials and workmanship for 365 days in each job type from the date of installation of the materials. Any such area determined to fall within the warranty parameters will be repaired according to industry standards. The repair will be patched and will be visible. This includes "pot holes" that may form as a result of subgrade compaction only, asphalt cracking larger than ½ inch in width both of which will be investigated to determine if the cause is as a result of subgrade compaction that occurred during installation.\*Due to the demand for parking and traffic flow, it is hard to keep vehicles off a newly paved surface in a commercial parking lot. Vehicles are constantly stopping, starting and turning their wheels on fresh asphalt. Therefore we cannot warranty tire marks on newly paved commercial parking lots.\*  
**All warranties subject to the following conditions:**  
 All warranties do not cover damage caused by impact or exposure to/from any foreign substance or other mistreatment of paved surface such as but not limited to: motorcycle stands, dumpsters, jacks, kick stands and even things like lawn chairs. Oil or gas spills that damage asphalt not covered under any warranty. Acts of nature that can cause damage to the pavement are as follows and these will not be covered under this warranty: ground movement, drought or compaction of the earth's soils, root systems of surrounding landscapes, (this includes all vegetation) oxidation through ultraviolet rays, and ground water under pavement causing undue moisture of pavement base.  
 All warranties void if base work was completed by another company.  
 Parking line striping carries a 90 day limited warranty. This warranty does not cover damage due to sprinkler systems left on during or after installation, tire marks, weather related damage (rain, wind, etc.) & people or animals walking across wet asphalt.
- 10.) In Owner materially breaches this contract or Alliance Commercial Maintenance Services, Inc. incurs legal fees and costs in the enforcement of this agreement, the Alliance Commercial Maintenance Services, Inc. shall be entitled to the following rights and remedies:
  - a.) Recovery of damages, including but not limited to, punitive damages, economic damages and business loss damages;
  - b.) Recovery of its reasonable attorney's fees, costs, and expenses, including all such fees and expenses incurred in the collection of this judgement
  - c.) Specific performance;
  - d.) Rescission;
  - e.) Injunctive relief with the necessity of posting any bond;
  - f.) Declaratory relief;
  - g.) Interest rate at 25% per annum from the date of the material breach until paid in full;
  - h.) All of the rights and remedies afforded Alliance Commercial Maintenance Services, Inc. under this contract are cumulative, and not exclusive, unless made exclusive by Colorado law. This contract shall be controlled by and construed according to Colorado law.
- 11.) All change orders or additional work authorizations shall be in writing and signed by both Owner and Alliance Commercial Maintenance Services, Inc.'s authorized representative. Any soft, or unstable, areas will be corrected on an hourly basis at the discretion of the owner's authorized representative or by others, and only upon written change order. Alliance Commercial Maintenance Services, Inc. shall not be responsible for pavement failures due to frost under, or adjacent, to its work.
- 12.) Alliance Commercial Maintenance Services, Inc. does not guarantee positive drainage on existing or proposed areas that have less than two percent (2%) slope.
- 13.) We cannot guarantee traffic paint adherence between October 1st and April 1st.
- 14.) Pricing in attached estimate is only valid for 30 days.
- 15.) Alliance Commercial Maintenance Services, Inc. must truck over existing asphalt and concrete pavement to complete our work and shall not be held liable, or responsible, for damage to existing areas due to necessary trucking.
- 16.) Further Exclusions: Engineering permits, testing, inspection fees, surveying, staking, adjustment to water valves, and manhole covers, pavement markings, landscape repair, traffic control, and sub-grade preparation unless otherwise specified in the contract.

Acceptance of Proposal: Above estimate of prices, specifications and conditions are satisfactory and hereby accepted. The above work is approved to be completed as specified.

Signature:

---

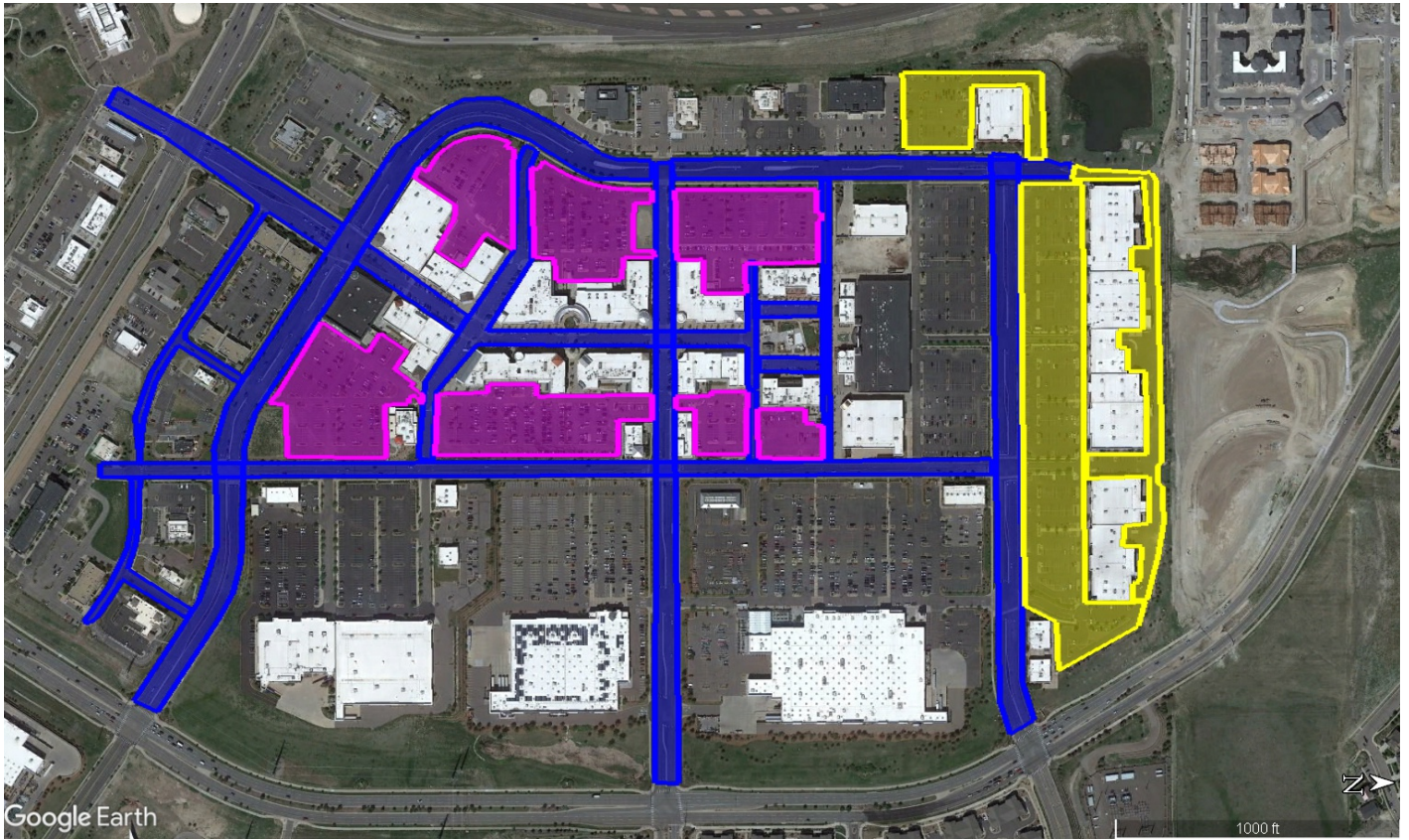
**M&J Wilkow**

Signature:

---

**Alliance CMS**

Scope Map(s)  
Parking Lot Striping







February 13, 2023

WORK ORDER #92336

**PROPOSAL FOR**

NICK MONCADA  
 SPECIAL DISTRICT MANAGEMENT SERVICES  
 SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
 E. COMMONS AVE. & S. AURORA PARKWAY  
 AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to [service@keesenlandscape.com](mailto:service@keesenlandscape.com) or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

**DESCRIPTION OF WORK TO BE PERFORMED**

Southlands Planting Improvements - Orchard

Irrigation modifications will be done on a time and material basis.

1.5" Red/Black rock Outer color, Tan Breeze center

<b>Sale</b>	\$104,493.76
<b>Sales Tax</b>	\$0.00
<b>Total</b>	<b>\$104,493.76</b>

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
 WORK ORDER SUMMARY**

<b>INCLUDED SERVICES</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
Median 1 Reverse	\$0.00	\$7,076.32
Median 2 Reverse	\$0.00	\$12,677.89
Median 3	\$0.00	\$37,420.90
Median 4	\$0.00	\$16,231.18
Median 5	\$0.00	\$13,528.80

Median 6	\$0.00	\$17,558.67
	<b>\$0.00</b>	<b>\$104,493.76</b>

**Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.**

**Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.**

**Force Majeure and Delays**

**Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.**

By \_\_\_\_\_  
Patrick Atkinson

Date 2/13/2023  
\_\_\_\_\_

**Keesen Landscape Management,  
Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**SPECIAL DISTRICT  
MANAGEMENT SERVICES**

as Agent for

SOUTHLANDS  
METROPOLITAN DISTRICT  
NO. 1

**Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.**