

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
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Website: <https://southlandsmid1.colorado.gov/>

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2022/May 2022
Skye Bailey	Vice President	2023/May 2023
Joyce Rocha	Secretary	2023/May 2023
April Elliott	Treasurer	2022/May 2022
<b>VACANT</b>		2022/May 2022

DATE: April 27, 2021

TIME: 9:00 a.m.

*Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via zoom meeting and can be joined through the directions below:*

<https://us02web.zoom.us/j/86413595090?pwd=dnIWbG5lZnV5YXVmSWVmZ1hBQ012Zz09>

**Phone:** 1 (346) 248-7799 or 1 (669) 900-6833

**Meeting ID:** 864 1359 5090

**Passcode:** 583733

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

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C. Review and approve Minutes of the February 16, 2021 Special Meeting (enclosure).

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D. Discuss 2021 Regular Meeting schedule.

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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.
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III. FINANCIAL MATTERS

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

Fund	Period Ending February 2021	Period Ending March 2021
General	\$ 160,188.25	\$ 196,505.65
Debt Service	\$ 6,000.00	\$ -0-
Capital Projects	\$ 39,405.83	\$ 1,034.00
<b>Total Claims</b>	<b>\$ 205,594.08</b>	<b>\$ 197,539.65</b>

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- B. Review and accept unaudited financial statements for the period ending February 28, 2021 and accept Cash Position Schedule, dated February 28, 2021, updated April 13, 2021 and Operations Fee Report (enclosure).
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1. Review GOF reconciliation (enclosure).
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- C. Discuss back charges for water usage (enclosures).
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IV. LEGAL MATTERS

- A. Discuss the status of the Amended and Restated Project Area Lease between the District and Southlands TC LLC.
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V. OPERATIONS AND MAINTENANCE

- A. Maintenance Report (M & J Wilkow):
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B. Maintenance Report (SDMS):

1. 2021 floral program (enclosures).
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2. Tree replacement:

- a. Review map showing tree replacements (enclosure).
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- b. Review and consider approval of proposal from Metco Landscape, Inc. to sod (84) tree wells, for the amount of \$3,604.00 (enclosure).
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- c. Review and consider approval of proposal from SavATree for commercial tree maintenance program, in the amount of \$5,720 (enclosure).
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3. Discuss detention pond maintenance:

- a. Review and consider approval of proposal from Metco Landscape, Inc. to grade the top of the detention pond (enclosure).
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4. Discuss irrigation upgrades:

- a. Review and consider approval of proposal from Metco Landscape, Inc. for the installation of four (4) steel bollards (enclosure).
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- b. Review and consider approval of proposal from Metco Landscape, Inc. for the installation of one (1) 2-inch pressure reducing valve on backflow vicinity of the northwest corner of East Smokey Hill Road and South Aurora Parkway, for the amount of \$1,388.10 (enclosure).
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- C. Review and consider approval of proposal from Metco Landscape, Inc. for the backflow cage for the 3-inch backflow vicinity of the detention pond (enclosure).
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- D. Discuss status of the Design Plans for the Median Landscape Renovation Project.

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- E. Discuss and consider approval of proposal for wage increases from Millard Mall Services, Inc. (enclosure).

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- F. Discuss the retaining wall failure behind Service Street.

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  - 1. Discuss investigation conducted by Golden Forensics LLC.

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  - 2. Consider approval of proposal from Slaton Bros., Inc. for repairing the retaining wall, in the amount of \$59,193.00 (enclosure).

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  - 3. Discuss proposal for preventive evaluation.

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VI. CAPITAL IMPROVEMENTS

- A. Discuss status of Main Street Monument Sign Project and possible License Agreement with the City of Aurora.

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  - 1. Ratify approval of proposal from Manhard Consulting for surveying services (enclosed)

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VII. OTHER MATTERS

- A. Discuss status of modification of the drive lane on Southlands Parkway.

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  - 1. Review and discuss Report for the lane assignment revisions from Felsburg Holt & Ullevig, Inc. (enclosure).

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  - 2. Review and consider approval of an Addendum from Felsburg Holt & Ullevig, Inc. for additional work, in the amount of \$2,000.00 (enclosure).

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3. Review and consider approval of a proposal from Collins Engineers, Inc. for a structural analysis of the traffic signal pole, mast arm, caisson, for the amount of \$3,500.00 (enclosure).
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- B. Discuss possible cell site location at East Commons Avenue and South Aurora Parkway (enclosure).
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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR (TBD)**

# 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 FEBRUARY 16, 2021

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 16<sup>th</sup> day of February, 2021, at 9:00 a.m. The meeting was open to the public.

The meeting was held via Zoom due to Executive Orders issued by Governor Polis, and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health and Environment, and the threat posed by the COVID-19 coronavirus.

### ATTENDANCE

#### Directors In Attendance Were:

Martin Liles  
Skye Bailey  
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

Lori Stein and Greg Wilkow; M & J Wilkow

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** Ms. Finn noted that a quorum was present. Attorney Waldron reported that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney 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 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.

## RECORD OF PROCEEDINGS

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### 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 Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Agenda was approved, as amended.

**Minutes:** The Board reviewed the Minutes of the January 19, 2021 and January 25, 2021 (11:00 a.m. and 2:00 p.m.) Special Meetings.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Minutes of the January 19, 2021 and January 25, 2021 (11:00 a.m. and 2:00 p.m.) Special Meetings were approved, as presented.

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### PUBLIC COMMENTS

There were no public comments at this time.

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### FINANCIAL MATTERS

**Financial Statements:** Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending December 31, 2020, Schedule of Cash Position, updated as of February 9, 2021, Operations Fee Report and Capital Improvement Cost Summary.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending December 31, 2020, Schedule of Cash Position, updated as of February 9, 2021, Operations Fee Report and Capital Improvement Cost Summary.

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### LEGAL MATTERS

**Access and Maintenance Easement Agreement:** Attorney Waldron reported to the Board that he had a conference call with the ownership group concerning the Access and Maintenance Easement and the Project Area Lease and the ownership group was in agreement that the Project Area Lease needed to be updated. He noted that he is working on revising the Project Areas Lease and will submit it to the Board for review and comment.

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### OPERATIONS AND MAINTENANCE

**M & J Wilkow's Maintenance Report:** Director Bailey discussed with the Board the pricing for the new holiday banners. It was noted 60 small banners and 120 large banners will cost approximately \$11,400. He noted the price does not include installation or extra banners.

## RECORD OF PROCEEDINGS

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**Maintenance Report (SDMS):** Ms. Finn noted for the Board that the 2021 floral program needed to be updated due to the new landscaping improvements on Main Street and in the plaza area. Following discussion, the Board requested that she schedule a meeting with Directors Liles and Bailey and Tara Fayard with Western Proscapes to discuss the 2021 floral program.

**Design Plans for the Median Landscape Renovation Project:** Director Liles noted for the Board that he and Director Bailey will be inspecting medians in the area for examples of what they want the median on East Smoky Hill to resemble. He also noted that after the inspections he will share the information with other Board members.

**Tree Replacements and Photos of Various Tree Types Recommended by SavATree:** Ms. Finn noted for the Board she is working on a map showing the locations of the tree replacements. The Board reviewed photos of the various tree types recommended by SavATree and requested a meeting with SaveATree to further discuss their recommendations.

### **CAPITAL IMPROVEMENTS**

#### **Main Street Monument Project (“Project”):**

*Contract with YESCO LLC:* The Board discussed awarding the contract to YESCO LLC for the Main Street Monument Project.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board ratified approval of awarding the contract to YESCO LLC.

*Notice of Award and Notice to Proceed to YESCO LLC:* The Board discussed the issuance of the Notice of Award and Notice to Proceed to YESCO LLC.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board ratified approval of issuing the Notice of Award to YESCO LLC and authorized Ms. Finn to issue the Notice To Proceed once all required documentation has been submitted to the District.

*Project Manual for the Main Street Monument Project:* Attorney Waldron noted for the Board the Project Manual for the Main Street Monument Project should be completed this week.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board ratified approval of Project Manual for the Main Street Monument Project, subject to final review by Director Liles.



## RECORD OF PROCEEDINGS

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**Substantial Completion and Final Punchlist and Authorize final payment to Hyder Construction for the HUB and Landscape Project:** Director Liles noted for the Board he and Director Bailey verified the project is 100% complete and the punch list items were completed in September 2020. Ms. Finn noted the Notice of Final Payment has been published.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board authorized the final payment to Hyder Construction.

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### **OTHER MATTERS**

**Modification of Drive Lane on Southlands Parkway:** Ms. Finn updated the Board on the status of modifying the traffic lane located on the southwest corner of the intersection at Southlands Parkway and Main Street to a right turn only lane. It was noted the proposal for the traffic plan was executed by President Liles and sent to Felsburg Holt & Ullevig so they can begin the work. Director Liles noted he will provide photos of the cars backed up on Southlands Parkway.

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### **ADJOURNMENT**

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

Respectfully submitted,

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

Southlands Metropolitan District No. 1

Feb-21

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	10938730	1/31/2021	1/31/2021	\$ 4,540.64	Security	117806
Brody Chemical	498057	1/31/2021	1/31/2021	\$ 104.99	Repairs and maintenance	117582
City of Aurora	146452 12/20	12/31/2020	12/31/2020	\$ 38.04	Utilities	117701
City of Aurora	151226 12/20	12/31/2020	12/31/2020	\$ 17.58	Utilities	117701
City of Aurora	151228 12/20	12/31/2020	12/31/2020	\$ 17.58	Utilities	117701
City of Aurora	142090 12/20	12/31/2020	12/31/2020	\$ 38.04	Utilities	117701
City of Aurora	146396 12/20	12/31/2020	12/31/2020	\$ 67.79	Utilities	117701
City of Aurora	151230 12/20	12/31/2020	12/31/2020	\$ 17.58	Utilities	117701
City of Aurora	150518 12/20	12/31/2020	12/31/2020	\$ 17.58	Utilities	117701
City of Aurora	152426 12/20	12/31/2020	12/31/2020	\$ 38.04	Utilities	117701
City of Aurora	146368 12/20	12/31/2020	12/31/2020	\$ 38.04	Utilities	117701
CliftonLarsonAllen LLP	2719102	12/31/2020	12/31/2020	\$ 4,728.04	Accounting	107000
CliftonLarsonAllen LLP	2719102	12/31/2020	12/31/2020	\$ 453.38	Billing services	107800
Common Area Maintenance Services	M01152101	1/31/2021	1/31/2021	\$ 1,905.00	Street sweeping	117808
Deck The Malls Inc.	20-0117 Final	12/31/2020	12/31/2020	\$ 6,555.09	Signage and decor	117587
Deck The Malls Inc.	20-0121 Final	12/31/2020	12/31/2020	\$ 700.00	Signage and decor	117587
Deck The Malls Inc.	20-0122 Final	12/31/2020	12/31/2020	\$ 700.00	Signage and decor	117587
Dodge Data & Analytics	A40031877	12/28/2020	12/28/2020	\$ 182.70	Refresh	307862
Full Spectrum Lighting, Inc	1000530	1/28/2021	1/28/2021	\$ 830.00	Street lighting/ striping	117855
Hyder Construction Inc.	S2002 Retainage	12/31/2020	12/31/2020	\$ 37,447.13	Refresh	307862
M & J Wilkow Properties, LLC	23030	1/31/2021	1/31/2021	\$ 9,616.33	Property maintenance	117804
Metco Landscape, Inc	559485	1/12/2021	1/31/2021	\$ 903.52	Snow removal	117807
Metco Landscape, Inc	559475	1/11/2021	1/31/2021	\$ 2,723.00	Snow removal	117807
Metco Landscape, Inc	560115	1/28/2021	1/31/2021	\$ 2,723.00	Snow removal	117807
Metco Landscape, Inc	560112	1/28/2021	1/31/2021	\$ 2,394.00	Snow removal	117807
Metco Landscape, Inc	SM197707	1/1/2021	1/31/2021	\$ 13,047.00	Landscape maintenace & irrigation repair	117585
Metco Landscape, Inc	560180	1/31/2021	1/31/2021	\$ 672.00	Landscape maintenace & irrigation repair	117585
Millard Mall Services	79720	1/31/2021	1/31/2021	\$ 16,316.53	Monthly cleaning	117802
SOUTHLANDS TC LLC	201114	1/18/2021	1/18/2021	\$ 3,100.00	Repairs and maintenance	117582
Special District Management Services, Inc.	01/21 DM	1/31/2021	1/31/2021	\$ 5,635.51	District management	107440
Special District Management Services, Inc.	01/21 DM	1/31/2021	1/31/2021	\$ 1,776.00	Refresh	307862
Special District Management Services, Inc.	01/21 PM	1/31/2021	1/31/2021	\$ 3,025.76	Property management	117805
Sunland Asphalt	25001	11/17/2020	11/17/2020	\$ 69,040.90	Street repairs/sidewalk	117586
Tri-County Health Department	IN0065991	12/31/2020	12/31/2020	\$ 350.00	Repairs and maintenance	117582
UMB Bank, N.A.	805111	12/6/2020	12/6/2020	\$ 6,000.00	Paying agent fees	207591
Utility Notification Center of Colorado	221011313	1/31/2021	1/31/2021	\$ 10.56	Repairs and maintenance	117582
White, Bear & Ankele PC	14268	1/31/2021	1/31/2021	\$ 6,600.20	Legal services	107460
Xcel Energy	Jan-21	1/31/2021	1/31/2021	\$ 3,222.53	Utilities	117701
				<b>\$ 205,594.08</b>		

**Southlands Metropolitan District No. 1**  
**February-21**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 156,675.45	\$ 6,000.00	\$ 39,405.83	\$ 202,081.28
<b>Xcel - Auto Pay</b>	\$ 3,222.53	\$ -	\$ -	\$ 3,222.53
<b>Aurora Water - Auto Pay</b>	\$ 290.27	\$ -	\$ -	\$ 290.27
<b>Total Disbursements from Checking Acct</b>	<b>\$ 160,188.25</b>	<b>\$ 6,000.00</b>	<b>\$ 39,405.83</b>	<b>\$ 205,594.08</b>

**Southlands Metropolitan District No. 1  
March-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	11036504	2/25/2021	3/31/2021	\$ 4,908.80	Security	117806
Brody Chemical	412560	2/28/2021	2/28/2021	\$ 4,468.09	Snow removal	117807
Brody Chemical	499268	2/28/2021	2/28/2021	\$ 104.99	Repairs and maintenance	117582
CAM Services	M02152101	2/1/2021	3/3/2021	\$ 1,905.00	Street sweeping	117808
CAM Services	M03152101	3/1/2021	3/31/2021	\$ 1,905.00	Street sweeping	117808
City of Aurora	146452 1/21	1/31/2021	1/31/2021	\$ 38.04	Utilities	117701
City of Aurora	151230 1/21	1/31/2021	1/31/2021	\$ 17.50	Utilities	117701
City of Aurora	146396 1/21	1/31/2021	1/31/2021	\$ 67.79	Utilities	117701
City of Aurora	142090 1/21	1/31/2021	1/31/2021	\$ 38.04	Utilities	117701
City of Aurora	152426 1/21	1/31/2021	1/31/2021	\$ 38.04	Utilities	117701
City of Aurora	151228 1/21	1/31/2021	1/31/2021	\$ 17.58	Utilities	117701
City of Aurora	151226 1/21	1/31/2021	1/31/2021	\$ 17.58	Utilities	117701
City of Aurora	150518 1/21	1/31/2021	1/31/2021	\$ 17.58	Utilities	117701
City of Aurora	146368 1/21	1/31/2021	1/31/2021	\$ 38.04	Utilities	117701
CliftonLarsonAllen LLP	2742684	1/31/2021	1/31/2021	\$ 3,907.34	Accounting	107000
CliftonLarsonAllen LLP	2742684	1/31/2021	1/31/2021	\$ 935.68	Billing services	107800
Colorado Special Districts Property and Liability Pool	POL-0006667- Endorsement	2/28/2021	2/28/2021	\$ 2,281.00	Insurance and bonds	107360
Deck The Malls Inc.	20-0126 Final	12/31/2020	12/31/2020	\$ 900.00	Signage and decor	117587
Diversified Underground, Inc	23182	1/31/2021	1/31/2021	\$ 150.00	Repairs and maintenance	117582
Felsburg Holt & Ullevig	17809	2/1/2021	2/28/2021	\$ 773.19	Traffic signals maintenance	117809
Full Spectrum Lighting, Inc	2110703	3/10/2021	3/10/2021	\$ 225.00	Street lighting/ striping	117855
Lumin8 Transportation Technologies LLC	M2156	2/1/2021	2/28/2021	\$ 270.00	Traffic signals maintenance	117809
M & J Wilkow Properties, LLC	23262	2/28/2021	2/28/2021	\$ 9,616.33	Property maintenance	117804
M&J Wilkow	Reimburse 02/2021	2/3/2021	3/31/2021	\$ 37,745.24	Street lighting/ striping	117855
Metco Landscape, Inc	560793	2/6/2021	2/28/2021	\$ 500.50	Snow removal	117807
Metco Landscape, Inc	560980	2/18/2021	2/28/2021	\$ 420.00	Snow removal	117807
Metco Landscape, Inc	560982	2/18/2021	2/28/2021	\$ 241.20	Snow removal	117807
Metco Landscape, Inc	560986	2/18/2021	2/28/2021	\$ 2,617.00	Snow removal	117807
Metco Landscape, Inc	560984	2/18/2021	2/28/2021	\$ 6,411.30	Snow removal	117807
Metco Landscape, Inc	560985	2/18/2021	3/20/2021	\$ 14,959.70	Snow removal	117807
Metco Landscape, Inc	SM199144	3/1/2021	3/31/2021	\$ 13,047.00	Snow removal	117807
Metco Landscape, Inc	560981	2/18/2021	2/28/2021	\$ 180.00	Snow removal	117807
Metco Landscape, Inc	560983	2/18/2021	2/28/2021	\$ 562.80	Snow removal	117807
Metco Landscape, Inc	SM198588	2/1/2021	2/28/2021	\$ 13,047.00	Landscape maintenance & irrigation repair	117585
Metco Landscape, Inc	558633	12/31/2020	3/31/2021	\$ 4,908.57	Snow removal	117807
Metco Landscape, Inc	558635	12/31/2020	3/31/2021	\$ 336.00	Snow removal	117807
Metco Landscape, Inc	557499	12/17/2020	3/31/2021	\$ 840.00	Snow removal	117807
Metco Landscape, Inc	557502	12/17/2020	3/31/2021	\$ 1,900.00	Snow removal	117807
Metco Landscape, Inc	557508	12/17/2020	3/31/2021	\$ 14,952.00	Snow removal	117807
Metco Landscape, Inc	557505	12/17/2020	3/31/2021	\$ 13,468.70	Snow removal	117807
Millard Mall Services	79886	2/1/2021	2/28/2021	\$ 15,258.13	Monthly cleaning	117802
SavATree	8070762	3/3/2021	3/31/2021	\$ 4,690.00	Landscape maintenance & irrigation repair	107585
Special District Association	SDA 2021	2/9/2021	2/28/2021	\$ 1,237.50	Dues and licenses	107350
Special District Management Services, Inc.	02/21 PM	2/28/2021	3/31/2021	\$ 3,062.16	District management	107440
Special District Management Services, Inc.	02/21 DM	2/28/2021	3/31/2021	\$ 4,917.03	District management	107440
Special District Management Services, Inc.	02/21 DM	2/28/2021	3/31/2021	\$ 685.50	Refresh	307862
Utility Notification Center of Colorado	221021326	2/28/2021	2/28/2021	\$ 25.08	Repairs and maintenance	117582
White, Bear & Ankele PC	14824	2/28/2021	2/28/2021	\$ 5,852.16	Legal services	107460
White, Bear & Ankele PC	14824	2/28/2021	2/28/2021	\$ 348.50	Refresh	307862
Xcel Energy	720234417	2/16/2021	3/8/2021	\$ 2,685.97	Utilities	117701

\$ 197,539.65

**Southlands Metropolitan District No. 1**  
**March-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 193,529.49		\$ 1,034.00	\$ 194,563.49
<b>Xcel - Auto Pay</b>	\$ 2,685.97	\$ -	\$ -	\$ 2,685.97
<b>Aurora Water - Auto Pay</b>	\$ 290.19	\$ -	\$ -	\$ 290.19
<b>Total Disbursements from Checking Acct</b>	<u>\$ 196,505.65</u>	<u>\$ -</u>	<u>\$ 1,034.00</u>	<u>\$ 197,539.65</u>

**SOUTHLANDS METROPOLITAN DISTRICT NO.1**

**FINANCIAL STATEMENTS**

**FEBRUARY 28, 2021**

**SOUTHLANDS METROPOLITAN DISTRICT NO.1**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**FEBRUARY 28, 2021**

	<u>General</u>	<u>General Operations Fee</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>ASSETS</b>					
Cash - Checking	\$ 81,526	\$ 510,042	\$ -	\$ 34,689	\$ 626,257
Colotrust	764,358	1,220,442	-	-	1,984,800
UMB Series 2017 A-1 Bond Fund	-	-	455,377	-	455,377
UMB Series 2017 A-2 Bond Fund	-	-	130,856	-	130,856
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,724	-	1,687,724
UMB Series 2017 A-2 Reserve Fund	-	-	149,759	-	149,759
General Operations Fee receivable	-	17,003	-	-	17,003
Reimbursement receivable	-	1,341	-	-	1,341
Receivable from County Treasurer	37,040	-	254,043	-	291,083
<b>TOTAL ASSETS</b>	<u>\$ 882,924</u>	<u>\$ 1,748,828</u>	<u>\$ 2,677,759</u>	<u>\$ 34,689</u>	<u>\$ 5,344,200</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 41,953	\$ 287,607	\$ -	\$ 40,440	\$ 370,000
General Operations Fee Reconciliation	-	585,045	-	-	585,045
Unearned General Operations Fee	-	34,096	-	-	34,096
Total Liabilities	<u>41,953</u>	<u>906,748</u>	<u>-</u>	<u>40,440</u>	<u>989,141</u>
<b>FUND BALANCES</b>					
Total Fund Balances	<u>840,971</u>	<u>842,080</u>	<u>2,677,759</u>	<u>(5,751)</u>	<u>4,355,059</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 882,924</u>	<u>\$ 1,748,828</u>	<u>\$ 2,677,759</u>	<u>\$ 34,689</u>	<u>\$ 5,344,200</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO.1**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 5,000	\$ 132	\$ (4,868)
Permits and fees	-	3,000	3,000
Property taxes	492,519	35,380	(457,139)
Specific ownership tax	34,475	5,418	(29,057)
<b>TOTAL REVENUES</b>	<u>531,994</u>	<u>43,930</u>	<u>(488,064)</u>
<b>EXPENDITURES</b>			
Accounting	63,000	8,675	54,325
Auditing	6,000	-	6,000
Billing services	12,000	1,573	10,427
Contingency	8,612	-	8,612
County Treasurer's fee	7,388	531	6,857
Directors' fees	6,000	1,200	4,800
District management	70,000	10,553	59,447
Dues and licenses	2,000	1,238	762
Insurance and bonds	38,000	37,918	82
Legal services	65,000	12,452	52,548
Miscellaneous	5,000	92	4,908
Public Events	45,000	-	45,000
<b>TOTAL EXPENDITURES</b>	<u>328,000</u>	<u>74,232</u>	<u>253,768</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	203,994	(30,302)	(234,296)
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other fund	(460,000)	-	460,000
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(460,000)</u>	<u>-</u>	<u>460,000</u>
<b>NET CHANGE IN FUND BALANCES</b>	(256,006)	(30,302)	225,704
<b>FUND BALANCES - BEGINNING</b>	<u>841,758</u>	<u>871,273</u>	<u>29,515</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 585,752</u>	<u>\$ 840,971</u>	<u>\$ 255,219</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

**GENERAL OPERATIONS FEE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
General operations fee	\$ 2,010,000	\$ 335,000	\$ (1,675,000)
General operations fee - penalty and other	5,000	-	(5,000)
Interest income	5,000	208	(4,792)
<b>TOTAL REVENUES</b>	<u>2,020,000</u>	<u>335,208</u>	<u>(1,684,792)</u>
<b>EXPENDITURES</b>			
Floral	250,000	-	250,000
Landscape maintenance & irrigation repair	170,000	23,880	146,120
Monthly cleaning	187,000	31,575	155,425
Pest control	10,000	-	10,000
Property maintenance	116,000	19,233	96,767
Property management	45,000	6,088	38,912
Repairs and maintenance	335,000	3,496	331,504
Security	70,000	9,449	60,551
Signage and decor	105,000	-	105,000
Snow removal	400,000	29,655	370,345
Street lighting/ striping	100,000	8,411	91,589
Street repairs/sidewalk	42,000	-	42,000
Street sweeping	25,000	3,810	21,190
Traffic signals maintenance	5,000	1,043	3,957
Utilities	160,000	6,489	153,511
<b>TOTAL EXPENDITURES</b>	<u>2,020,000</u>	<u>143,129</u>	<u>1,876,871</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	192,079	192,079
<b>FUND BALANCES - BEGINNING</b>	<u>650,000</u>	<u>650,000</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 650,000</u>	<u>\$ 842,079</u>	<u>\$ 192,079</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

## **SUPPLEMENTARY INFORMATION**

**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 10,000	\$ 52	\$ (9,948)
Property taxes	2,794,526	245,268	(2,549,258)
Specific ownership tax	195,600	30,741	(164,859)
<b>TOTAL REVENUES</b>	<u>3,000,126</u>	<u>276,061</u>	<u>(2,724,065)</u>
<b>EXPENDITURES</b>			
Bond interest - Series 2017 A-1	2,088,950	-	2,088,950
Bond interest - Series 2017 A-2	184,625	-	184,625
Bond principal - Series 2017 A-1	525,000	-	525,000
Bond principal - Series 2017 A-2	45,000	-	45,000
Contingency	8,507	-	8,507
County Treasurer's fee	41,918	3,679	38,239
Paying agent fees	6,000	-	6,000
<b>TOTAL EXPENDITURES</b>	<u>2,900,000</u>	<u>3,679</u>	<u>2,896,321</u>
<b>NET CHANGE IN FUND BALANCES</b>	100,126	272,382	172,256
<b>FUND BALANCES - BEGINNING</b>	<u>2,524,903</u>	<u>2,405,377</u>	<u>(119,526)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 2,625,029</u>	<u>\$ 2,677,759</u>	<u>\$ 52,730</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
HUB/Landscape	-	2,810	(2,810)
Medians	300,000	2,941	297,059
Monument	160,000	-	160,000
<b>TOTAL EXPENDITURES</b>	<u>460,000</u>	<u>5,751</u>	<u>454,249</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(460,000)	(5,751)	454,249
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	460,000	-	(460,000)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>460,000</u>	<u>-</u>	<u>(460,000)</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	(5,751)	(5,751)
<b>FUND BALANCES - BEGINNING</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ (5,751)</u>	<u>\$ (5,751)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized by court order dated December 3, 2002, to provide financing for the design, acquisition, construction and installation of essential public-purpose facilities such as water, streets, traffic and safety controls, parks, open space and recreation, and sewer and drainage facilities, and the operation and maintenance of the District. The District's service area is located entirely in Arapahoe County, Colorado in the City of Aurora.

The District operates under the Service Plan as approved by the City of Aurora.

On November 5, 2002, the electorate authorized general obligation debt in the amount of \$63,000,000, refunding debt of \$49,000,000 and \$1,000,000 debt for operating expenditures. Debt is subject to the terms of the Service Plan. On November 5, 2002, the electorate also approved the removal of limitations imposed by the TABOR Amendment and any other law that purports to limit the District's revenue or expenditures and a \$130,000 annual property tax increase for operations.

On November 4, 2008, the electorate approved general obligation debt in the amount of \$440,000,000 for District improvements, \$40,000,000 for the purpose of refunding, refinancing or defeasing any of the District's debt, \$40,000,000 in multi-year intergovernmental agreements, \$40,000,000 in multi-year agreements with a regional authority and \$40,000,000 in other multi-year financial obligations. Additionally, on November 4, 2008, the electorate approved \$5,000,000 annually for the District's administrative and operating costs from property taxes as well as from fees. The electorate also approved \$5,000,000 in additional property taxes for intergovernmental agreements, \$5,000,000 in additional property taxes for the costs of regional improvements and \$5,000,000 in additional property taxes for private contracts. The electorate also authorized the District to collect, retain and spend the full amount of taxes and fees without regard to the limitation of TABOR.

The First Amendment to the Service Plan, approved by the City of Aurora on July 16, 2007, authorized the District to impose an unlimited mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

Pursuant to the District's First Amendment to the Service Plan as approved by the City of Aurora on July 16, 2007, the amount of debt that can be issued is \$60,000,000. On January 11, 2016, the City Council approved the Second Amendment to the Service Plan which increases the debt issuance limitation to \$125,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The First Amendment to the Service Plan, approved by the City of Aurora on July 16, 2007, authorized the District to impose an unlimited mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by both the General Fund and the Debt Service Fund. The budget assumes that specific ownership taxes allocable to property taxes collected by the Debt Service Fund will be pledged to debt service on the bonds during the term bonds are outstanding.

**Net Interest Income**

Interest earned on the District's available funds has been estimated based on historical interest earnings.

**General Operations Fee**

The general operations fee is being determined by the amount needed to cover operations and maintenance costs. The District bills its property owners monthly for the general operations fee. The general operations fee is recorded as revenue for budget purposes with no future obligation of repayment.

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures – (continued)**

**Operations and Maintenance**

Operations and maintenance expenditures have been provided based on estimates of the District's Board of Directors and consultants and include costs associated with the operations and maintenance of certain facilities and improvements throughout the District.

**Debt Service**

The principal and interest payments are provided based on the debt amortization schedules from the General Obligation Refunding Bonds, Series 2017A-1 and Series 2017A-2 (discussed under Debt and Leases).

**Debt and Leases**

On December 1, 2017, the District refunded its General Obligation Refunding and Improvement Bonds, Series 2007 (the 2007 Bonds) and General Obligation Loan, Series 2016 (the 2016 Loan) by the issuances of \$44,690,000 General Obligation Refunding Bonds, Series 2017A-1, and \$3,945,000 General Obligation Refunding Bonds, Series 2017A-2, respectively (the 2017 Bonds). The proceeds were used for the purposes of (i) refunding the 2007 Bonds and 2016 Loan, (ii) funding the debt service reserve requirement (the 2017A-1 Reserve Fund and the 2017A-2 Reserve Fund); and (iii) paying costs of issuance of the 2017 Bonds.

The 2017 Bonds, mature on December 1, 2047 with an interest rates of 3.000% - 5.000%, are payable semi-annually on June 1 and December 1. The 2017 Bonds maturing on or after December 1, 2047 are subject to redemption prior to maturity, at the option of the District, as whole or in integral multiples of \$5,000, in any order of maturity and in whole or partial maturities, on December 1, 2047 and on any date thereafter, at a redemption price equal to the par amount thereof plus accrued interest to the redemption date.

The 2017 Bonds are general obligations of the District secured by and payable from the Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the Unlimited Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Unlimited Mill Levy; and (iii) any other legally available moneys of the District deposited in the Bond Fund or the Reserve Fund.

Approximately 11.5 acres, generally encompassing the Lowe's Home Improvement Warehouse, were excluded from the boundaries of the District on November 7, 2007 (the Excluded Property). Accordingly, the Excluded Property is subject to ad valorem taxes by the District to pay the Series 2017A-1 Bonds but will not be subject to ad valorem taxes to pay the Series 2017A-2 Bonds.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2021 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases– (continued)**

For the purposes of paying the principal and interest on the Bonds, the Board is to annually determine and certify to the County each year in which the 2017 Bonds remain outstanding, in addition to all other taxes, the Unlimited Mill Levy. The 2017 Bonds are not secured by property lying within the District, but rather by, among other things, the District's obligation to annually determine and certify a rate of levy for ad valorem property taxes in an amount sufficient to pay, along with other legally available revenues, the principal and interest on the 2017 Bonds.

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2021, as defined under TABOR.

**Debt Service Reserve**

At time of issuance of the 2017 Bonds, the 2017A-1 Reserve Fund and the 2017A-2 Reserve Fund have been established for the purpose of paying the principal and/or interest on Series 2017A-1 and Series 2017A-2 to the extent the moneys in the Fond Fund are insufficient for such purpose. The 2017A-1

Reserve Fund and 2017A-2 Reserve Fund are required to be maintained at all times in the amounts of \$1,687,625 and \$149,750, respectively.

**This information is an integral part of the accompanying budget.**



**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE  
REQUIREMENTS TO MATURITY**

**\$44,690,000 General Obligation Refunding Bonds,  
Series 2017 A-1  
Dated December 1, 2017  
Interest - 3.000% - 5.000%  
Payable June 1 and December 1  
Principal Due December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 525,000	\$ 2,088,950	\$ 2,613,950
2022	590,000	2,073,200	2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026	785,000	1,985,500	2,770,500
2027	815,000	1,958,025	2,773,025
2028	895,000	1,929,500	2,824,500
2029	940,000	1,884,750	2,824,750
2030	1,045,000	1,837,750	2,882,750
2031	1,100,000	1,785,500	2,885,500
2032	1,210,000	1,730,500	2,940,500
2033	1,270,000	1,670,000	2,940,000
2034	1,390,000	1,606,500	2,996,500
2035	1,460,000	1,537,000	2,997,000
2036	1,595,000	1,464,000	3,059,000
2037	1,675,000	1,384,250	3,059,250
2038	1,820,000	1,300,500	3,120,500
2039	1,910,000	1,209,500	3,119,500
2040	2,070,000	1,114,000	3,184,000
2041	2,170,000	1,010,500	3,180,500
2042	2,345,000	902,000	3,247,000
2043	2,460,000	784,750	3,244,750
2044	2,650,000	661,750	3,311,750
2045	2,780,000	529,250	3,309,250
2046	2,985,000	390,250	3,375,250
2047	4,820,000	241,000	5,061,000
	<u>\$ 43,305,000</u>	<u>\$ 39,178,750</u>	<u>\$ 82,483,750</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE  
REQUIREMENTS TO MATURITY**

**\$3,945,000 General Obligation Refunding Bonds,  
Series 2017 A-2  
Dated December 1, 2017  
Interest - 3.000% - 5.000%  
Payable June 1 and December 1  
Principal Due December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 45,000	\$ 184,625	\$ 229,625
2022	50,000	183,275	233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026	70,000	175,475	245,475
2027	65,000	173,025	238,025
2028	80,000	170,750	250,750
2029	85,000	166,750	251,750
2030	95,000	162,500	257,500
2031	95,000	157,750	252,750
2032	105,000	153,000	258,000
2033	110,000	147,750	257,750
2034	125,000	142,250	267,250
2035	130,000	136,000	266,000
2036	140,000	129,500	269,500
2037	150,000	122,500	272,500
2038	160,000	115,000	275,000
2039	170,000	107,000	277,000
2040	185,000	98,500	283,500
2041	190,000	89,250	279,250
2042	205,000	79,750	284,750
2043	220,000	69,500	289,500
2044	235,000	58,500	293,500
2045	245,000	46,750	291,750
2046	265,000	34,500	299,500
2047	425,000	21,250	446,250
	<u>\$ 3,825,000</u>	<u>\$ 3,464,525</u>	<u>\$ 7,289,525</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE  
REQUIREMENTS TO MATURITY**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 570,000	\$ 2,273,575	\$ 2,843,575
2022	640,000	2,256,475	2,896,475
2023	665,000	2,237,275	2,902,275
2024	745,000	2,214,000	2,959,000
2025	770,000	2,187,925	2,957,925
2026	855,000	2,160,975	3,015,975
2027	880,000	2,131,050	3,011,050
2028	975,000	2,100,250	3,075,250
2029	1,025,000	2,051,500	3,076,500
2030	1,140,000	2,000,250	3,140,250
2031	1,195,000	1,943,250	3,138,250
2032	1,315,000	1,883,500	3,198,500
2033	1,380,000	1,817,750	3,197,750
2034	1,515,000	1,748,750	3,263,750
2035	1,590,000	1,673,000	3,263,000
2036	1,735,000	1,593,500	3,328,500
2037	1,825,000	1,506,750	3,331,750
2038	1,980,000	1,415,500	3,395,500
2039	2,080,000	1,316,500	3,396,500
2040	2,255,000	1,212,500	3,467,500
2041	2,360,000	1,099,750	3,459,750
2042	2,550,000	981,750	3,531,750
2043	2,680,000	854,250	3,534,250
2044	2,885,000	720,250	3,605,250
2045	3,025,000	576,000	3,601,000
2046	3,250,000	424,750	3,674,750
2047	5,245,000	262,250	5,507,250
	<u>\$ 47,130,000</u>	<u>\$ 42,643,275</u>	<u>\$ 89,773,275</u>

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**SOUTHLANDS METROPOLITAN DISTRICT # 1**  
**Schedule of Cash Position**  
**February 28, 2021**  
**Updated as of April 13, 2021**

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>					
Balance as of 02/28/21	\$ 81,527.90	510,041.60	\$ -	\$ 34,688.58	\$ 626,258.08
Subsequent activities:					
March GOF Deposit	-	230,231.71	-	-	230,231.71
03/02/21 - Aurora Water, EFT	-	(290.27)	-	-	(290.27)
03/02/21 - Transfer from GF to CPF	(4,717.25)	-	-	4,717.25	-
03/02/21 - Vouchers payable	(10,816.93)	(65,571.79)	-	(39,405.83)	(115,794.55)
03/09/21 - Vouchers payable	(6,600.20)	(73,686.53)	-	-	(80,286.73)
03/10/21 - Xcel, EFT	-	(2,685.97)	-	-	(2,685.97)
April GOF Deposit	-	909.48	-	-	909.48
April Debit Card Purchase	-	(1,738.17)	-	-	(1,738.17)
04/02/21 - Aurora Water, EFT	-	(290.27)	-	-	(290.27)
04/08/21 - Vouchers payable	(19,130.71)	(164,949.28)	-	(1,034.00)	(185,113.99)
04/08/21 - Xcel, EFT	-	(2,254.55)	-	-	(2,254.55)
04/08/21 - Transfer from GF to CPF	(1,034.00)	-	-	1,034.00	-
Anticipated GOF Refunds	-	(585,045.00)	-	-	(585,045.00)
Anticipated Transfer from CT	-	200,000.00	-	-	200,000.00
<i>Anticipated Balance</i>	<u>39,228.81</u>	<u>44,670.96</u>	<u>-</u>	<u>-</u>	<u>83,899.77</u>
<b><u>Colotrust</u></b>					
Balance as of 02/28/21	764,357.50	1,220,441.60	-	-	1,984,799.10
Subsequent activities:					
03/10/21 - Tax distribution	37,039.97	-	254,042.66	-	291,082.63
03/25/21 - Transfer to A-1 Bond Fund	-	-	(234,098.02)	-	(234,098.02)
03/25/21 - Transfer to A-2 Bond Fund	-	-	(19,944.64)	-	(19,944.64)
03/31/21 - Interest Income	45.18	72.13	-	-	117.31
04/10/21 - Tax distribution	185,778.26	-	1,015,338.27	-	1,201,116.53
Anticipated Transfer to 1st Bank	-	(200,000.00)	-	-	(200,000.00)
Anticipated Transfer to A-1 Bond Fund	-	-	(915,303.65)	-	(915,303.65)
Anticipated Transfer to A-2 Bond Fund	-	-	(100,034.62)	-	(100,034.62)
<i>Anticipated Balance</i>	<u>987,220.91</u>	<u>1,020,513.73</u>	<u>-</u>	<u>-</u>	<u>2,007,734.64</u>
<b><u>UMB - 2017 A-1 Bond Fund</u></b>					
Balance as of 02/28/21	-	-	455,376.63	-	455,376.63
Subsequent activities:					
03/25/21 - Transfer from CT	-	-	234,098.02	-	234,098.02
03/31/21 - Interest Income	-	-	3.36	-	3.36
Anticipated Transfer from CT	-	-	915,303.65	-	915,303.65
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,604,781.66</u>	<u>-</u>	<u>1,604,781.66</u>
<b><u>UMB - 2017 A-1 Reserve Fund</u></b>					
Balance as of 02/28/21	-	-	1,687,723.90	-	1,687,723.90
Subsequent activities:					
03/31/21 - Interest Income	-	-	12.88	-	12.88
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,687,736.78</u>	<u>-</u>	<u>1,687,736.78</u>
<b><u>UMB - 2017 A-2 Bond Fund</u></b>					
Balance as of 02/28/21	-	-	130,855.51	-	130,855.51
Subsequent activities:					
03/25/21 - Transfer from CT	-	-	19,944.64	-	19,944.64
03/31/21 - Interest Income	-	-	1.12	-	1.12
Anticipated Transfer from CT	-	-	100,034.62	-	100,034.62
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>250,835.89</u>	<u>-</u>	<u>250,835.89</u>
<b><u>UMB - 2017 A-2 Reserve Fund</u></b>					
Balance as of 02/28/21	-	-	149,758.60	-	149,758.60
Subsequent activities:					
03/31/21 - Interest Income	-	-	1.12	-	1.12
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,759.72</u>	<u>-</u>	<u>149,759.72</u>
<b><u>UMB - 2017 A-2 Project Fund</u></b>					
Balance as of 02/28/21	-	-	-	0.40	0.40
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.40</u>	<u>0.40</u>
<b>Anticipated Balances</b>	<b><u>\$ 1,026,449.72</u></b>	<b><u>\$ 1,065,184.69</u></b>	<b><u>\$ 3,693,114.05</u></b>	<b><u>\$ 0.40</u></b>	<b><u>\$ 5,784,748.86</u></b>

**Current Yield - 03/31/21**

Colotrust - 0.0648%  
UMB (Invested in Fidelity money market) - 0.01%

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**SOUTHLANDS METROPOLITAN DISTRICT #1**  
**Property Tax Reconciliation Schedule**  
**2020**

	Current Year								Prior Year			
	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 786.34	\$ -	\$ 20,739.68	\$ 13.96	\$ (12.00)	\$ -	\$ 21,527.98	0.02%	0.02%	\$ 20,844.38	0.00%	0.00%
February	279,861.91	-	15,418.65	-	(4,197.93)	-	291,082.63	8.51%	8.54%	568,875.86	15.99%	15.99%
March	1,197,000.08	-	21,944.94	128.44	(17,956.93)	-	1,201,116.53	36.42%	44.95%	294,983.20	8.06%	24.05%
April	-	-	-	-	-	-	-	0.00%	44.95%	1,080,430.96	31.20%	55.25%
May	-	-	-	-	-	-	-	0.00%	44.95%	196,278.46	5.23%	60.47%
June	-	-	-	-	-	-	-	0.00%	44.95%	1,212,819.67	34.77%	95.25%
July	-	-	-	-	-	-	-	0.00%	44.95%	0.00	-2.13%	93.11%
August	-	-	-	-	-	-	-	0.00%	44.95%	0.00	0.32%	93.43%
September	-	-	-	-	-	-	-	0.00%	44.95%	2,866.03	0.01%	93.44%
October	-	-	-	-	-	-	-	0.00%	44.95%	25,332.43	0.00%	93.44%
November	-	-	-	-	-	-	-	0.00%	44.95%	21,117.10	0.06%	93.49%
December	-	-	-	-	-	-	-	0.00%	44.95%	18,356.87	0.04%	93.53%
	<b>\$ 1,477,648.33</b>	<b>\$ -</b>	<b>\$ 58,103.27</b>	<b>\$ 142.40</b>	<b>\$ (22,166.86)</b>	<b>\$ -</b>	<b>\$ 1,513,727.14</b>	<b>44.95%</b>	<b>44.95%</b>	<b>\$ 3,441,904.96</b>	<b>93.53%</b>	<b>93.53%</b>

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
<b>Property Tax</b>				
General Fund	\$ 492,519	15.48%	\$ 220,629.54	44.80%
Debt Service (2017 A-1)	2,424,709	76.19%	1,086,176.23	44.80%
Debt Service (2017 A-2)	265,203	8.33%	118,800.72	44.80%
Debt Only (2017 A-1)	104,614	100.00%	52,041.84	49.75%
	<b>\$ 3,287,045</b>		<b>\$ 1,477,648.33</b>	<b>44.95%</b>
<b>Specific Ownership Tax</b>				
General Fund	\$ 34,475	15.48%	\$ 8,705.98	25.30%
Debt Service (2017 A-1)	169,730	76.19%	42,860.24	25.30%
Debt Service (2017 A-2)	18,560	8.33%	4,687.85	25.30%
Debt Only (2017 A-1)	7,310	100.00%	1,849.20	25.30%
	<b>\$ 230,075</b>		<b>\$ 58,103.27</b>	<b>25.25%</b>
<b>Treasurer's Fees</b>				
General Fund	\$ (7,388)	15.48%	\$ (3,309.78)	44.80%
Debt Service (2017 A-1)	(38,084)	76.19%	(16,294.27)	42.80%
Debt Service (2017 A-2)	(4,165)	8.33%	(1,782.18)	42.80%
Debt Only (2017 A-1)	(1,545)	100.00%	(780.63)	50.50%
	<b>\$ (51,182)</b>		<b>\$ (22,166.86)</b>	<b>43.31%</b>

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Billing Name	Sq. ft	Percentage of Total	2021 Budgeted Monthly Billing	January	February	March	April	May	June	July	August	September	October	November	December
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	355,168	5.01%	\$ 8,397.72	\$ 8,397.72	\$ 8,397.72	\$ 8,397.72	\$ 0.03								
T-Mobile/ Cleaners/ AKAL Realty	54,060	0.76%	\$ 1,278.21	1,278.21	1,278.21	1,278.21	178.83								
Centura Health	87,445	1.23%	\$ 2,067.58	2,067.58	2,067.58	2,067.58									
Centura Health (Lot 4 - new)	44,612	0.63%	\$ 1,054.82	1,054.82	1,054.82	1,054.82									
Centura Health (Lot 5 - new)	39,868	0.56%	\$ 942.65	942.65	942.65	942.65									
Chili's	89,142	1.26%	\$ 2,107.71	2,107.71	2,107.71	2,107.71									
Discount Tire	38,465	0.54%	\$ 909.48	909.48	909.48	909.48									
Fitzsimons Credit Union	46,533	0.66%	\$ 1,100.24	1,100.24	1,100.24	-									
GMRI - Olive Garden/Darden	79,836	1.13%	\$ 1,887.67	1,887.67	1,887.67	1,887.67	540.22								
GMRI - Red Lobster/Darden	77,186	1.09%	\$ 1,825.01	1,825.01	1,825.01	1,825.01	1,731.27								
Good Times	54,758	0.77%	\$ 1,294.72	1,294.72	1,294.72	1,294.72									
HV-1	70,453	0.99%	\$ 1,665.82	1,665.82	1,665.82	1,665.82									
JC Penney	431,671	6.09%	\$ 10,206.58	10,206.58	10,206.58	10,206.58	10,206.58								
Jim N Nick's	68,453	0.97%	\$ 1,618.53	1,618.53	1,618.53	1,618.53	531.46								
Lazy Dog	24,096	0.34%	\$ 569.73	569.73	569.73	569.73	569.73								
Office Depot/ LEJ Properties	71,045	1.00%	\$ 1,679.81	1,679.81	1,679.81	1,679.81									
Jewelers/GNC/ Sprint/ LF-9	43,457	0.61%	\$ 1,027.51	1,027.51	1,027.51	1,027.51									
Mister Hot Shine	68,266	0.96%	\$ 1,614.11	1,614.11	1,614.11	1,614.11	1,614.11								
Mountain Del, LLC/ Colorado Del, LLC	58,738	0.83%	\$ 1,388.82	1,388.82	1,388.82	1,388.82									
NWSL Power Center, LLC/Southlands PC	1,358,624	19.18%	\$ 32,123.79	32,123.79	32,123.79	32,123.79	32,123.79								
NWSLTown Center, LLC/ Southlands TC	1,593,198	22.49%	\$ 37,670.14	37,670.14	37,670.14	37,670.14	37,670.14								
On The Border	85,900	1.21%	\$ 2,031.05	2,031.05	2,031.05	2,031.05									
Dental/Five Guys/ Pacific Aurora LLC	71,800	1.01%	\$ 1,697.67	1,697.67	1,697.67	1,697.67									
PF Changs	76,567	1.08%	\$ 1,810.38	1,810.38	1,810.38	1,810.38									
Marriott/Safari	142,112	2.01%	\$ 3,360.15	3,360.15	3,360.15										
Service Street Auto Repair/Spaco of CO	40,498	0.57%	\$ 957.55	957.55	957.55	957.55									
Village Inn	60,205	0.85%	\$ 1,423.51	1,423.51	1,423.51	1,423.51									
Vision Works/SLC	47,629	0.67%	\$ 1,126.16	1,126.16	1,126.16	1,126.16									
Wal-Mart	1,128,974	15.94%	\$ 26,693.86	26,693.86	26,693.86	26,693.86	26,693.86	20,024.76							
Wal-Mart/Sams Club	566,597	8.00%	\$ 13,396.82	13,396.82	13,396.82	13,396.82	13,396.82	8,013.74							
Wells Fargo	56,923	0.80%	\$ 1,345.91	1,345.91	1,345.91	1,345.91	1,345.91								
Wong 444, Inc./KFC/Harman	51,864	0.73%	\$ 1,226.29	1,226.29	1,226.29										
Monthly	7,084,143	100%	\$ 167,500.00	\$ 167,500.00	\$ 167,500.00	\$ 161,813.32	\$ 56,808.82	\$ 28,038.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year-to-Date			\$ 167,500.00	\$ 335,000.00	\$ 496,813.32	\$ 553,622.14	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64	\$ 581,660.64

AR - 111050	Unearned Revenue - 113141		
Marriott/Safari	3,360.15	TJ Max/ Michaels	0.03
Wong 444, Inc./KFC/Harman	1,226.29	T-Mobile/ Cleaner	178.83
		GMRI - Olive Gan	540.22
	<u>\$ 4,586.44</u>	GMRI - Red Lobs	1,731.27
Rounding	-	JC Penney	10,206.58
<b>GOF Revenue</b>	<b>\$ 501,399.76</b>	Jim N Nick's	531.46
		Lazy Dog	569.73
		Mister Hot Shine	1,614.11
		Wal-Mart	46,718.62
		Wal-Mart/Sams C	21,411
		Wells Fargo	1,346
		<b>\$ 84,847.32</b>	

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**Southlands Metropolitan District No. 1 Capital Tracking Schedule**  
Updated as of April 8, 2021

Description	Vendor	Contract Amounts	Invoice Period	Expended to	Total Expended	Remaining	Notes
				date	to date		
Landscaping, Irrigation, Play Equipment, etc.	Hyder Construction, Inc.		3/30/2020	44,024.00			
		\$ 462,108.00	4/30/2020	177,583.00			
			5/31/2020	160,358.10			
			6/30/2020	8,291.85			
			7/31/2020	46,845.90			
			8/31/2020	23,013.85			
			9/30/2020	286,590.89			
			10/31/2020	2,235.00			
	Total approved	<b>748,942.59</b>					
Design	505 Design	\$ 19,548.00	4/26/2020	7,060.50			
			5/31/2020	1,377.50			
			6/30/2020	7,291.25			
			12/1/2020	4,298.75			
					20,028.00	(480.00)	
<b>Subtotal (Contract Costs)</b>		<b>\$ 19,548.00</b>			<b>768,970.59</b>	<b>(480.00)</b>	
District Accountant	Aurora Media Group	NA	12/7/2020	116.60			
	Dodge Data & Analytics	NA	12/11/2020	128.52		NA	
			12/28/2020	182.70			
Project Management (District Manager)	SDMS	NA	6/30/2020	260.00			
			7/31/2020	411.00			
			8/31/2020	193.50			
			9/30/2020	78.00			
					942.50	NA	
Project Management (District Counsel)	White Bear Ankele	NA	6/30/2019	322.00			
			7/31/2019	98.00			
			8/31/2019	1,296.00			
			9/30/2019	1,386.00			
			10/31/2019	126.00			
			11/30/2019	648.00			
			12/31/2019	3,362.50			
			1/31/2020	1,505.50			
			2/29/2020	1,276.50			
			3/31/2020	612.00			
			4/30/2020	162.00			
			5/31/2020	90.00			
			6/30/2020	54.00			
			7/31/2020	216.00			
			8/31/2020	90.00			
			9/30/2020	72.00			
			10/31/2020	90.00			
			11/30/2020	504.00			
			12/31/2020	3,032.00			
	1/31/2021	1,776.00					
	2/28/2021	685.50					
					17,404.00	NA	
<b>Subtotal (Other Soft Costs)</b>		<b>\$ -</b>			<b>8,604.88</b>	<b>NA</b>	
<b>Total Costs</b>		<b>\$ 19,548.00</b>			<b>796,349.79</b>		
<b>Total Refresh Budget for 2020</b>					<b>800,000.00</b>		
<b>Total Amount Expended to Date</b>					<b>(796,349.79)</b>		
<b>Budget Remaining</b>					<b>3,650.21</b>		

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**Southlands Metro District #1**  
**Reconciliation of 2019 General Operations Fees**  
**As of 4/2/2021**

	<u>2020 Budget</u>	<u>2020 Actual</u>	<u>2020 General Operating Fee Revenue</u>	<u>Excess of revenues over (under) O&amp;M expenditures</u>
Operations and maintenance				
Floral	\$ 275,000	\$ 224,485		
Landscape maintenance & irrigation repair	400,000	153,553		
Monthly cleaning	215,000	171,006		
Pest control	10,000	-		
Property maintenance	116,000	115,396		
Property management	40,000	36,696		
Repairs and maintenance	300,000	40,463		
Security	80,000	59,084		
Signage and décor	110,000	192,617		
Snow removal	400,000	236,824		
Street lighting/stripping	100,000	92,218		
Street repairs/sidewalk	115,000	84,632		
Street sweeping	25,000	22,860		
Traffic signal maintenance	3,000	-		
Utilities	160,000	174,798		
Other income - reimbursed expenditures, penalty, net investment	-	(20,226)		
Replenish/fund for O&M reserve	-	170,549		
Total operations and maintenance	<b>\$ 2,349,000</b>	<b>\$ 1,754,955</b>	<b>\$ 2,340,000</b>	<b>\$ 585,045</b>

**Total 2020 reconciliation amount due / (refund to property owners)**

**\$ (585,045)**



Southlands Metro District #1  
 Reconciliation of 2019 General Operations Fees  
 As of 4/2/2021

Billing Name	Property Address	Leased sq. ft	Current SF Percentage of Total	2020 Actual Expenses	Total 2020 GOF Billed	2020 Reconciliation Amount Due / (Refund)
Centura Health	6069 S Southlands Pkwy, Aurora, CO 80016-5316	87,445	1.23%	21,663	28,884	(7,222)
Centura Health (Lot 4)	6159 South Southlands Pkwy, Aurora, CO 80016	44,612	0.63%	11,052	14,736	(3,684)
Centura Health (Lot 5)	6159 South Southlands Pkwy, Aurora, CO 80016	39,868	0.56%	9,877	13,169	(3,293)
JC Penney	6302 S Central St Aurora, CO 80016	431,671	6.09%	106,938	142,587	(35,650)
AKAL Realty LLC	23902 E. PROSPECT AVE, Aurora, CO 80016	54,060	0.76%	13,392	17,857	(4,465)
Chili's	6379 South Southlands Parkway, Aurora, Colorado	89,142	1.26%	22,083	29,445	(7,362)
PF Changs	23902 E. PROSPECT AVE, Aurora, CO 80016	76,567	1.08%	18,968	25,291	(6,323)
HV-1	23902 E. PROSPECT AVE, Aurora, CO 80016	70,453	0.99%	17,453	23,272	(5,818)
LF-9	24112 E. Orchard Rd, Aurora, CO 80016	43,457	0.61%	10,766	14,355	(3,589)
Village Inn	24222 E. Prospect Ave, Aurora, CO 80016	60,205	0.85%	14,915	19,887	(4,972)
On The Border	6369 S Southlands Pkwy, Aurora, CO 80016	85,900	1.21%	21,280	28,374	(7,094)
Pacific Aurora	23973 & 23963 E. Prospect Ave, Aurora, CO 80016	71,800	1.01%	17,787	23,717	(5,930)
Office Depot	23860 E. ORCHARD RD, Aurora, CO 80016	71,045	1.00%	17,600	23,467	(5,867)
Vision Works/SLC	6252 S Central St., Aurora, CO 80016	47,629	0.67%	11,799	15,733	(3,934)
Safari Hotel Fund	24152 E. Prospect Ave., Aurora CO 80016	142,112	2.01%	35,205	46,942	(11,736)
Discount Tire	6392 S Central St, Aurora, CO 80016	38,465	0.54%	9,529	12,706	(3,177)
Wong 444, Inc./KFC/Harman	24223 East Prospect Avenue, Aurora, CO 80016-5341	51,864	0.73%	12,848	17,131	(4,283)
Wells Fargo	23962 E Prospect Ave, Aurora, CO 80016	56,923	0.80%	14,102	18,803	(4,701)
GMRI (Olive Garden) - 1714	6089 South Southlands Parkway, Aurora, CO 80016	79,836	1.13%	19,778	26,371	(6,593)
GMRI (Red Lobster) - 6334	6139 S. Southlands Parkway, Aurora, CO 80016	77,186	1.09%	19,121	25,496	(6,374)
Wal-Mart/Sams Club	6201 South Aurora Parkway, Aurora, CO 80016	566,597	7.9981%	140,363	187,156	(46,793)
Mister Hotshine	24273 East Prospect Avenue Aurora, CO 80016	68,266	0.96%	16,912	22,549	(5,638)
Wal-Mart	6101 S Aurora Pkwy, Aurora, CO	1,128,974	15.94%	279,681	372,917	(93,236)
Agree LLP	6352 S Central St # B, Aurora, CO 80016-5400	355,168	5.01%	87,986	117,317	(29,331)
Fitzsimons Credit Union	6359 S. Southlands Parkway, Aurora, CO 80016	46,533	0.66%	11,528	15,371	(3,843)
Good Times	6155 S. Main Street Southlands Mall Aurora, CO 80016	54,758	0.77%	13,565	18,087	(4,522)
Southlands TC LLC	6200 S. SOUTHLANDS PKY, Aurora, CO 80016	1,593,198	22.49%	394,683	526,257	(131,574)
Lazy Dog	6200 S. SOUTHLANDS PKY, Aurora, CO 80016	24,096	0.34%	5,969	7,959	(1,990)
Jim N Nick's	24153 East Prospect Avenue Aurora, CO 80016-5337	68,453	0.97%	16,958	22,611	(5,653)
Mountain Del, LLC	24023 E. Prospect Ave., Aurora, CO 80016	58,738	0.83%	14,551	19,402	(4,851)
Spasco of Colorado	23972 E. Prospect Ave., Aurora, CO 80016	40,498	0.57%	10,033	13,377	(3,345)
Southlands PC LLC	24101 E. ORCHARD RD, Aurora, CO 80016	1,358,624	19.18%	336,572	448,774	(112,202)
<b>Total</b>		<b>7,084,143</b>	<b>100%</b>	<b>\$ 1,754,955</b>	<b>\$ 2,340,000</b>	<b>(585,045)</b>

Southlands Metropolitan District No.1  
141 Union Blvd Ste 150  
Lakewood, CO 80228  
Phone (303) 987-0835 Fax (303) 987-2032

**INVOICE**

INVOICE # 20210329  
DATE: MARCH 29, 2021

**TO:**  
Attention: April Elliott  
Southlands TC, LLC  
6155 S Main St Ste 260  
Aurora, CO 80016

**FOR:**  
Water Usage Back Charge

DESCRIPTION	Amount
Back charge water usage for 2019 and 2020 for <b>6302 S. Southlands, 6149 Central Street, 6216 Main Street.</b>	\$24,948.37
<i>Subtotal</i>	\$24,948.37
TOTAL	<b>\$24,948.37</b>

Make all checks payable to Southlands Metropolitan District No.1  
Remit to 141 Union Blvd, Suite 150  
Lakewood, CO 80228  
Payment is due within 30 days.  
If you have any questions concerning this invoice, contact Ann Finn at (303) 987-0835.325

	<b>2020</b>	<b>2019</b>	<b>Total</b>
<b>6302 S Southlands 220951-151226</b>	\$4,170.88	\$2,007.77	\$6,178.65
<b>6149 Central Street 220951-151230</b>	\$3,536.90	\$3,183.03	\$6,719.93
<b>6216 Main Street 220951-151228</b>	\$6,018.16	\$6,031.63	\$12,049.79
	<b>\$13,725.94</b>	<b>\$11,222.43</b>	<b>\$24,948.37</b>

6149 Central Street  
220951-151230

Southlands TC, LLC

1002226

RPZ

3/4"

1"

SOMD1 Zones	Water Usage Per Week (GPM)					
3	28,800		2020 Final Costs	\$7,525.81	2019 Final Costs	\$7,234.15
4	16,000		Metro District	\$3,988.41	Metro District	\$4,051.12
7	16,000		Southlands TC, LLC	\$3,536.90	Southlands TC, LLC	\$3,183.03
8	36,000					
9	16,000					
10	50,400					
11	16,000					
12	43,200					
13	83,777					
14	83,777					
15	39,600					
16	16,000					
17	48,000					
20	21,600					
21	28,800					
22	83,777					
27	57,600					
30	83,777					
		Total Usage per plan		Percentage Metro		
	769,108	1,449,166		0.530725		

6216 Main Street  
220951-151228

Southlands TC, LLC H021329 RPZ J<sup>11</sup>

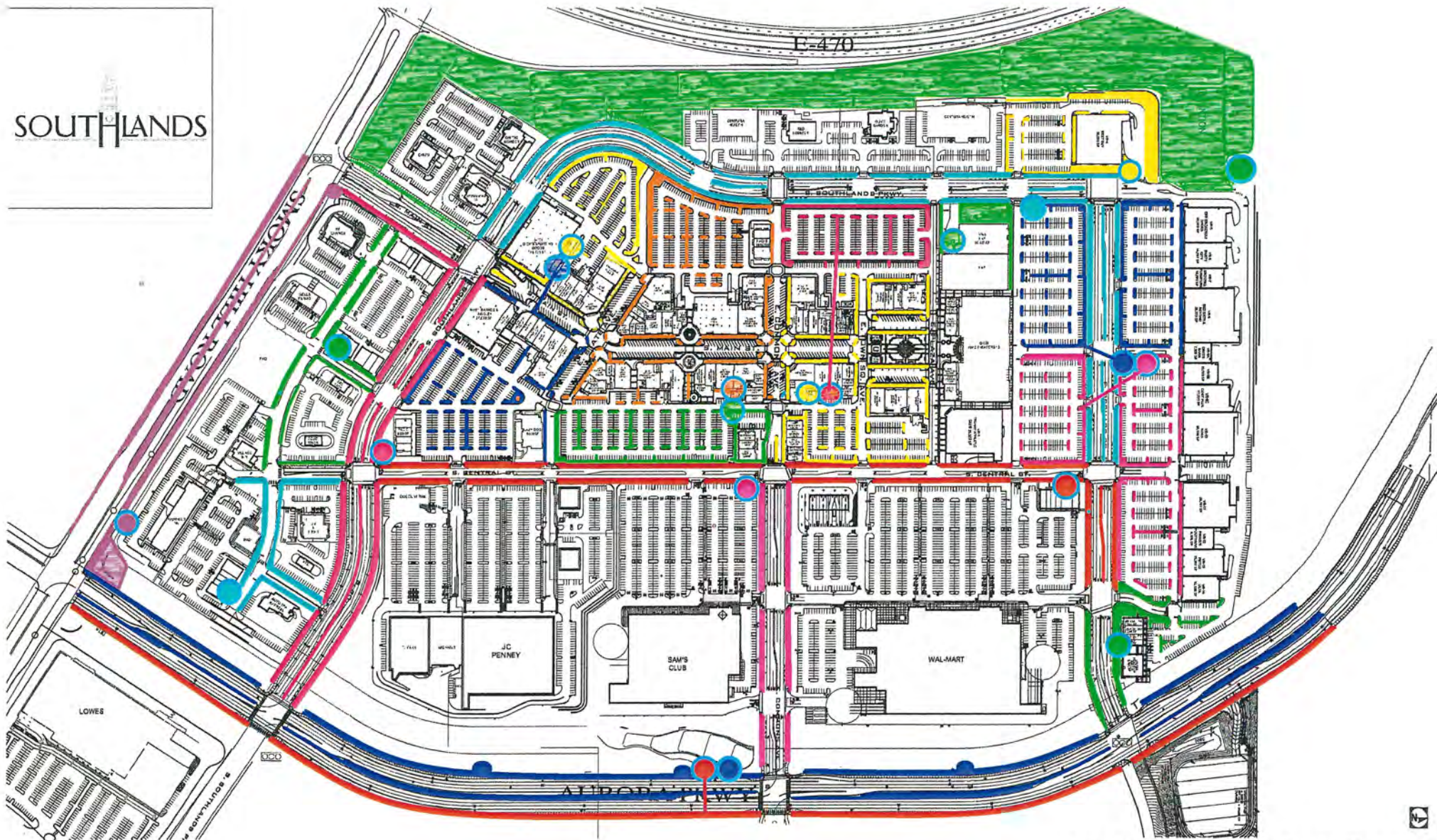
SOMD1 Zones	Water Usage Per Week (GPM)	2020 Final Costs	2019 Final Costs
6	57,600	Metro District \$9,706.71	Metro District \$9,728.43
8	16,000	Metro District \$3,688.55	Metro District \$3,696.80
11	13,000	Southlands TC, LLC \$6,018.16	Southlands TC, LLC \$6,031.63
12	83,777		
13	83,777		
14	54,000		
15	54,000		
17	72,000		
18	16,000		
27	16,000		
28	81,426		
	547,580	Total Usage per plan 1449166	Percentage Metro 0.377859

6302 S Southlands  
220951-151226

Southlands TC, LLC A029667 RPZ 1"

SOMD1 Zones	Water Usage Per Week (GPM)	2020 Final Costs	2019 Final Costs
12	83,777	\$4,284.97	\$2,716.88
13	83,777	Metro District \$1,114.09	Metro District \$709.11
14	54,000	Southlands TC, LLC \$4,170.88	Southlands TC, LLC \$2,007.77
15	54,000		
16	16,000		
17	72,000		
28	16,000		
	379,554	Total Usage per plan 1,449,166	Percentage Metro 0.261912

# SOUTHLANDS



DESIGN PARAMETERS LLC  
11111 129th Ave NE, Suite 100, Redmond, WA 98073

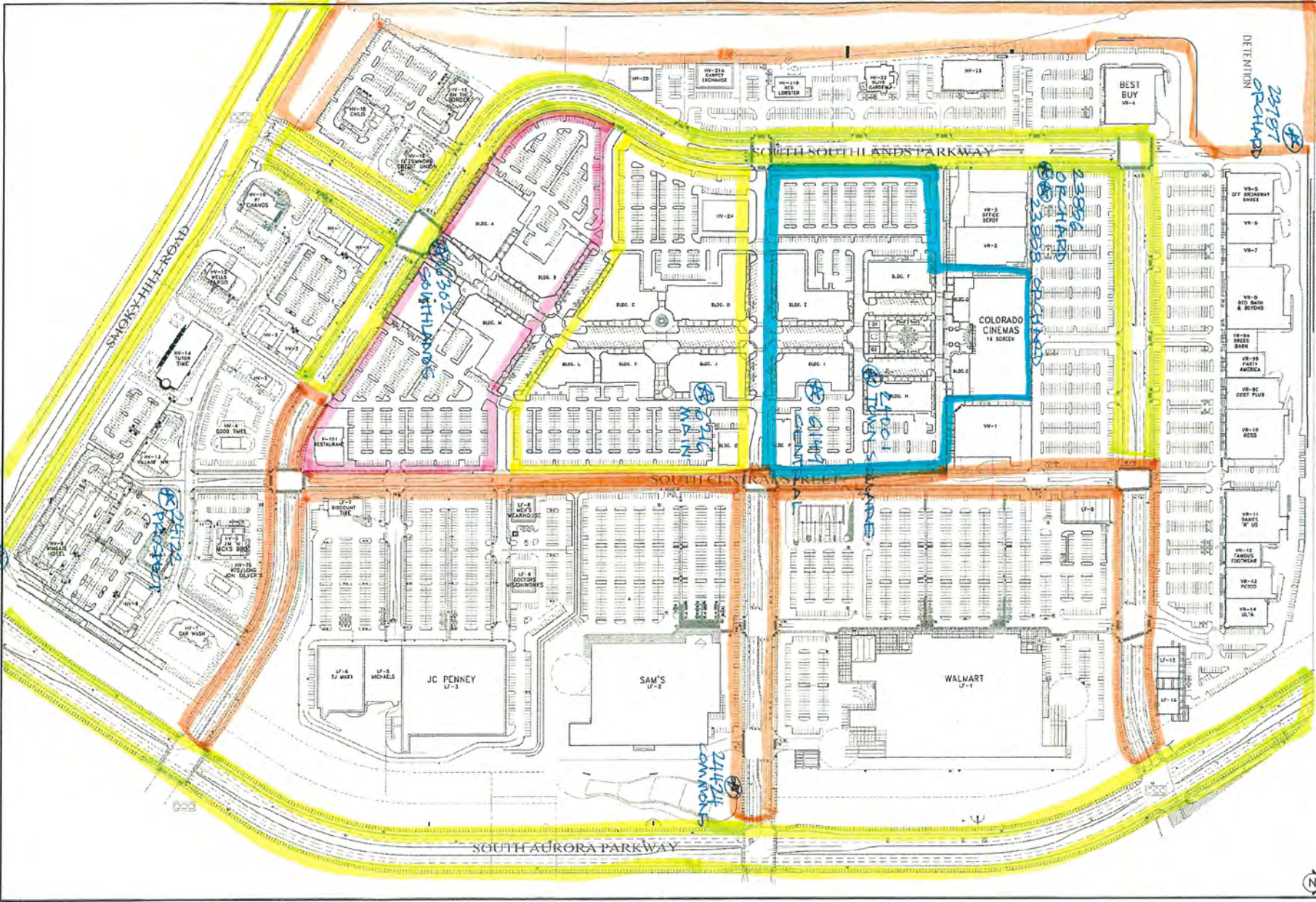
This information has been obtained from sources believed to be reliable. We have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

# NORTHWOOD

RETAIL

An Affiliate Of Northwood Investors





23894 Smoky Hill

23797 Richard  
DETENTION

23856 Richard  
23858 Richard  
23859 Richard

23860 Richard  
23861 Richard  
23862 Richard  
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23900 Richard

**SOUTHLANDS**  
 AURORA, COLORADO  
 FOREST CITY TENANT COORDINATION/CONSTRUCTION  
 985 TERMINAL TOWER CLEVELAND, OHIO 44113





Project Name: Southlands C  
Project Location: Aurora

Reviewed: Revised Final Pack Flow Performance  
Prepared by: HydroSystem, Inc.

Rev: June 15, 2015

Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Flow Rate	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
Irrigation	4.5	24,942	1.5	47,413
Peak	5.5	18,047	1.5	47,413
Sub	7.0	11,312	1.5	47,413
Sub	8.0	10,200	1.5	47,413
Sub	9.0	9,188	1.5	47,413
Sub	1.0	7,843	1.5	47,413

Flow Rate	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
-----------	------------------	----------------------------	--	---------------------------------

Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Designation	Height (feet)	Area (ft <sup>2</sup> )	Maximum Intensity (gpm/ft <sup>2</sup> )	Maximum Demand Flow (GPM)
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Projections are based on a 1.5 gpm/ft<sup>2</sup> peak, one hour per day peak maximum watering schedule. Peak demand application for this project is 1.5 gpm/ft<sup>2</sup> per week. Peak water application for water level is 1.5 gpm/ft<sup>2</sup> per week. Peak water application for overall is 1.5 gpm/ft<sup>2</sup> per week.

Project Name: Southlands Area C  
Project Location: Aurora

Irrigation System Hydraulic Worksheet  
Prepared by: HydroSystem, Inc.

Date: June 16, 2015

Static Water Pressure: 120.00

From: Draw

By: Engineering Partners

Hydraulic Grade:

Water Case - Zone #	Flow (GPM)	Loss (psi)		
Service Line: 20 LF 1" x Copper	12.84	7100 FT	25.00	3.57
Water Meter:			25.00	3.70
Service Line: 10 LF 1" x Copper	12.84	7100 FT	25.00	1.78
Backflow:			25.00	0.20
Master Valve:			0.00	0.00

Pressure Required at Head: 40.00

Lateral Allowance: 3.00

Control Valve Allowance: 3.00

Mainline Allowance:	Flow (GPM)	Loss (psi)		
2200 LF CL2008E 1.5" @ 25 GPM	1.09	7100 FT	24.00	
0 LF CL2008E 0.75" @ 0 GPM	0.00	7100 FT	0.00	
0 LF CL2008E 0.75" @ 0 GPM	0.00	7100 FT	0.00	

Devices: 0.00

Tap elev: 0 High/Low: 0.00

Total System requirements (PSI): 91.85

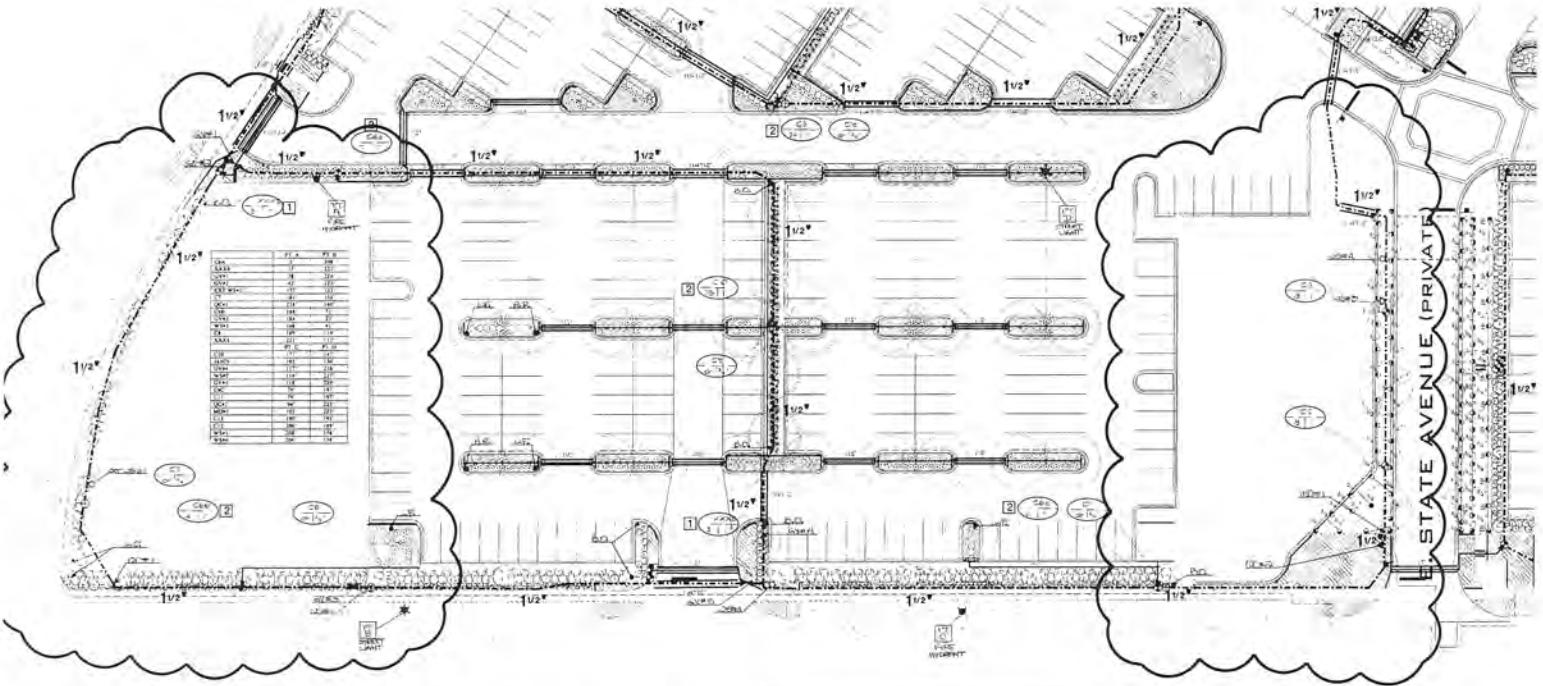
Available pressure (PSI): 120.00

Southlands-C  
Aurora, Colorado

1 gpm/ft<sup>2</sup> watering for 1 hour per week - one hour per night (20 hours/week)  
1.5 gpm/ft<sup>2</sup> watering for 1 hour per week (20 hours/week)  
1.5 gpm/ft<sup>2</sup> watering for 1 hour per week (20 hours/week)  
1.5 gpm/ft<sup>2</sup> watering for 1 hour per week (20 hours/week)  
Prepared by: HydroSystem, Inc.  
June 20, 2015  
Drawn by: J. [Name]

Line No.	From Type	To Node (Description)	Flow (GPM)	Zone	Dist (feet)	Vel (ft/sec)	Loss (psi)	Node Elev (feet)	Flow (GPM)	Zone	Dist (feet)	Vel (ft/sec)	Loss (psi)
C1-06	Branch	Drop	0.08	12	1.69	0.1	47	14.684					
C7	Branch	Header	1.48	28	1.69	0.1	72.040						
C7	Branch	Header	1.48	14	1.69	0.1	86.640						
C1-08	Branch	Header	1.80	12	1.99	0.1	81.294						
C9	Branch	Drop	0.05	1	3.08	0.1	16.880						
On-06	Branch	Header	1.88	14	1.99	0.1	72.640						
OT	Branch	Flow-up Spray	1.88	22	1.75	0.1	75.574						
L-3	Branch	Drop	0.06	4	1.69	0.1	16.688						
L-9	Branch	Drop	0.06	4	1.69	0.1	16.688						
L-11	Branch	Header	1.80	21	1.88	0.1	80.808						
C11	Branch	Drop	0.06	4	1.69	0.1	16.688						
O12	Branch	Flow-up Spray	1.84	26	1.75	0.1	81.777						
O11	Branch	Flow-up Spray	1.88	23	1.75	0.1	81.671						
C1-10	Branch	Header	1.80	19	1.88	0.1	84.688						
C11-06	Branch	Header	1.80	19	1.88	0.1	84.688						
O14	Branch	Drop	0.06	4	1.69	0.1	16.688						
O15-01	Branch	Header	1.80	10	1.88	0.1	70.688						
O14	Branch	Drop	0.06	4	1.69	0.1	16.688						
O18	Branch	Header	1.80	13	1.88	0.1	80.888						
O19	Branch	Header	1.80	13	1.88	0.1	80.888						
O20	Branch	Drop	0.06	4	1.69	0.1	16.688						
O21-01	Branch	Header	1.80	22	1.88	0.1	79.288						
O23	Branch	Drop	0.06	4	1.69	0.1	16.688						
O24	Branch	Flow-up Spray	1.84	24	1.75	0.1	80.674						
O25	Branch	Flow-up Spray	1.84	12	1.75	0.1	82.213						
O26	Branch	Flow-up Spray	1.84	24	1.75	0.1	82.213						
O27	Branch	Drop	0.06	4	1.69	0.1	16.688						
O28	Branch	Flow-up Spray	1.84	14	1.75	0.1	80.424						
O29	Branch	Drop	0.06	4	1.69	0.1	16.688						

1) gpm/ft<sup>2</sup> projection for water meter and per week (gpm/ft<sup>2</sup>)  
2) and peak water flow per week - Controller "C"



Line No.	From Type	To Node (Description)	Flow (GPM)	Zone	Dist (feet)	Vel (ft/sec)	Loss (psi)	Node Elev (feet)	Flow (GPM)	Zone	Dist (feet)	Vel (ft/sec)	Loss (psi)
O1	Branch	Header	1.80	10	1.88	0.1	70.688						
O2	Branch	Drop	0.06	4	1.69	0.1	16.688						
O3	Branch	Header	1.80	13	1.88	0.1	80.888						
O4	Branch	Header	1.80	13	1.88	0.1	80.888						
O5	Branch	Drop	0.06	4	1.69	0.1	16.688						
O6	Branch	Flow-up Spray	1.84	24	1.75	0.1	80.674						
O7	Branch	Flow-up Spray	1.84	12	1.75	0.1	82.213						
O8	Branch	Flow-up Spray	1.84	24	1.75	0.1	82.213						
O9	Branch	Drop	0.06	4	1.69	0.1	16.688						
O10	Branch	Flow-up Spray	1.84	14	1.75	0.1	80.424						
O11	Branch	Drop	0.06	4	1.69	0.1	16.688						

1) VALVE ASSEMBLY AND HEADER PIPING TO BE INSTALLED BY VALLEY CREST NETWORK PIPING TO BE DONE BY WESTERN INDUSTRIES

2) VALVE ASSEMBLY AND HEADER AND TO BE INSTALLED BY VALLEY CREST NETWORK PIPING TO BE DONE BY WESTERN INDUSTRIES

HydroSystem-KD, Inc.

CALL UNCC BEFORE YOU DIG 1-800-922-1987

CALL UNCC BEFORE YOU DIG 1-800-922-1987

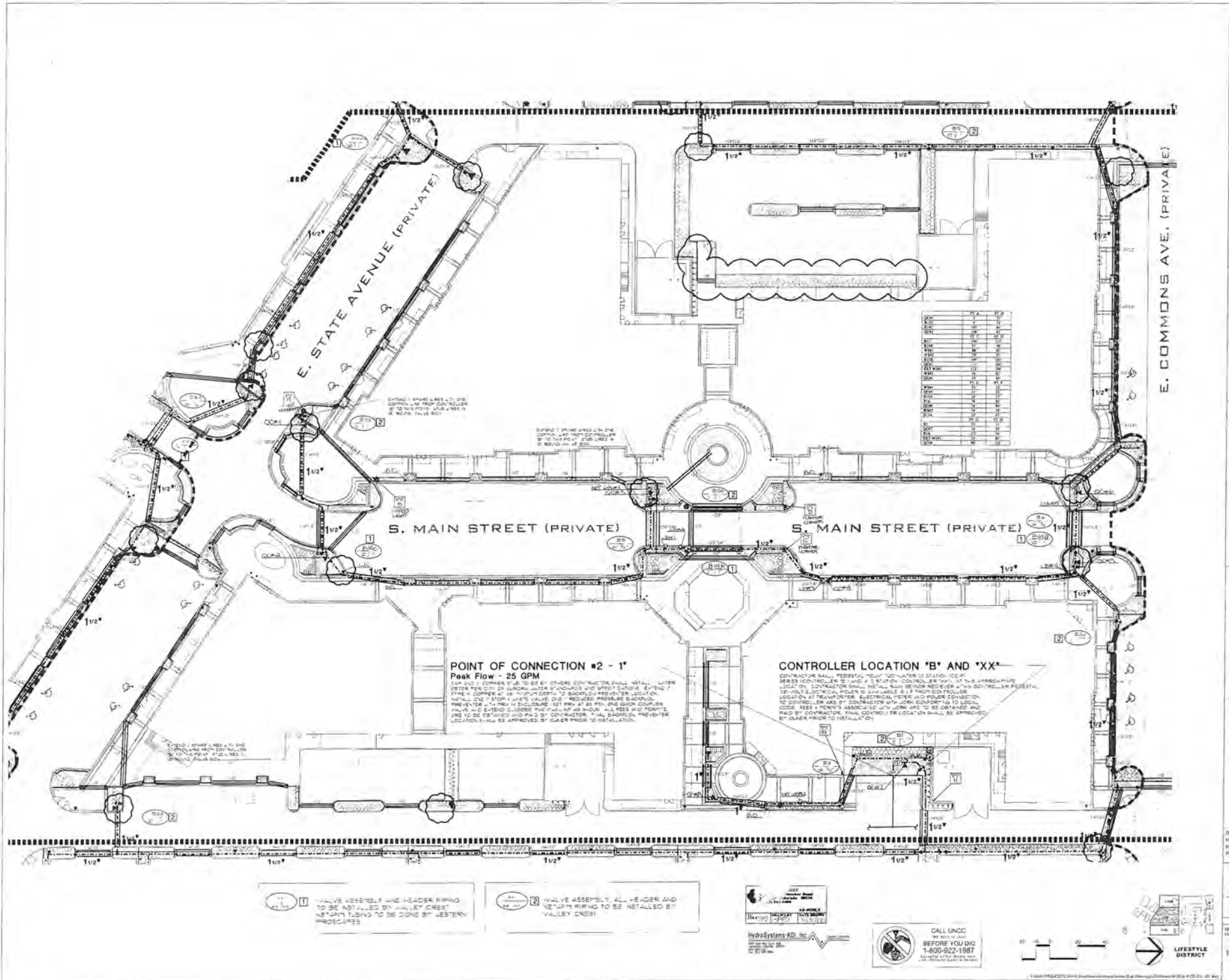
VALLEY CREST NETWORK PIPING TO BE DONE BY WESTERN INDUSTRIES

SCALE: 1" = 10'

LIFESTYLE DISTRICT

IRRIGATION PLAN I-113





VALVE ASSEMBLY AND HEADER PIPING TO BE INSTALLED BY VALLEY CREST. NETWORK PIPING TO BE DONE BY JESTERY PROLOGUES.

VALVE ASSEMBLY, ALL HEADER AND NETWORK PIPING TO BE INSTALLED BY VALLEY CREST.



CALL ENCC  
 BEFORE YOU DIG  
 1-800-922-1987



ALL RIGHTS RESERVED  
 MESA  
 2011

MESA  
 2011

CALLISON  
 CALLISON ARCHITECTURAL, INC.  
 2011

SOUTHLANDS  
 SOUTHLANDS IRRIGATION LOGS B & C  
 2011

2011

IRRIGATION PLAN  
 I-107

Irrigation Schedule				
SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
M-1	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-2	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-3	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-4	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-5	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-6	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-7	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-8	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-9	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-10	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-11	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-12	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-13	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-14	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-15	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-16	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-17	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-18	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-19	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	
M-20	VALLEY CREST	1/2" WPT 1/2" WPT	1/2" WPT 1/2" WPT	

**Irrigation Construction Notes**

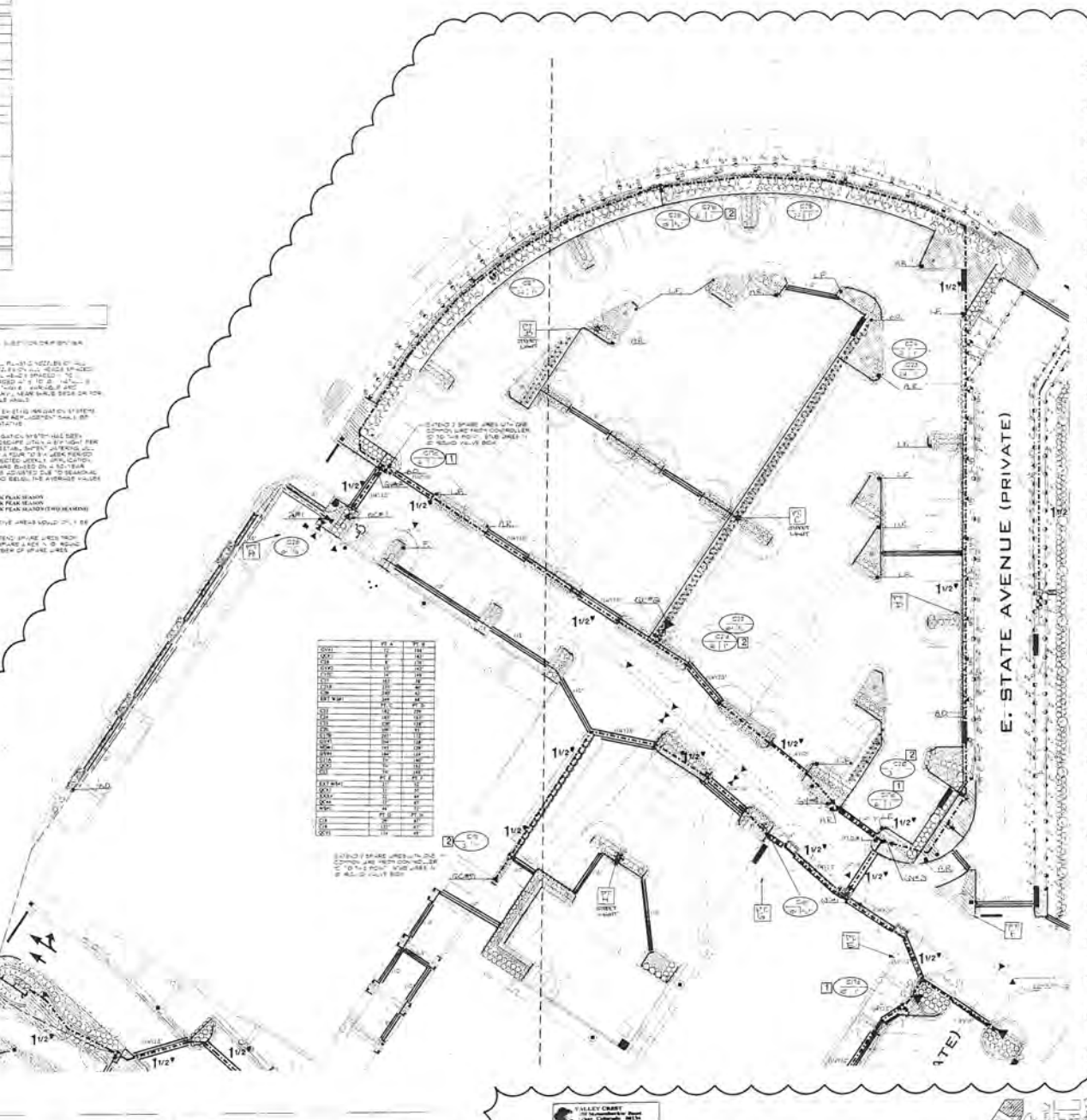
- 1. IRRIGATION SYSTEM: ALL NEW. TO BE INSTALLED ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT.
- 2. PIPE: ALL NEW. TO BE INSTALLED ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT.
- 3. CONTROLS: TO BE INSTALLED ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT.

INSTALL PRESSURE AND FLOW METER ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT. METER TO BE INSTALLED ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT.

INSTALL VALVE ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT. VALVE TO BE INSTALLED ON EXISTING SUBGRADE ON EXISTING LOT AND TRACT.

VALVE SIZE (INCH)	VALVE TYPE (MANUFACTURER)
1/2"	VALVE
3/4"	VALVE
1"	VALVE
1 1/2"	VALVE
2"	VALVE
3"	VALVE
4"	VALVE
6"	VALVE
8"	VALVE

ZONE	FLOW (GPM)
Zone 1	10
Zone 2	15
Zone 3	20
Zone 4	25
Zone 5	30
Zone 6	35
Zone 7	40
Zone 8	45
Zone 9	50
Zone 10	55
Zone 11	60
Zone 12	65
Zone 13	70
Zone 14	75
Zone 15	80
Zone 16	85
Zone 17	90
Zone 18	95
Zone 19	100
Zone 20	105



- 1. VALVE ASSEMBLY AND HEADER PIPING TO BE INSTALLED BY VALLEY CREST.
- 2. VALVE ASSEMBLY AND HEADER AND NETWORKING TO BE INSTALLED BY VALLEY CREST.

**VALLEY CREST**  
 IRRIGATION & LANDSCAPE  
 1100 S. VALLEY DRIVE  
 TUCSON, AZ 85711  
 520-734-1100

**HYDROSYSTEMS**  
 IRRIGATION & LANDSCAPE  
 1000 N. GALLOP AVENUE  
 TUCSON, AZ 85711  
 520-734-1100

**CALLUNOC**  
 IRRIGATION & LANDSCAPE  
 1100 S. VALLEY DRIVE  
 TUCSON, AZ 85711  
 520-734-1100

**CALLISON**  
 ARCHITECTURE, INC.  
 1500 S. VALLEY DRIVE  
 TUCSON, AZ 85711  
 520-734-1100

**SOUTHWEST FLORIDA**  
 IRRIGATION & LANDSCAPE  
 1100 S. VALLEY DRIVE  
 TUCSON, AZ 85711  
 520-734-1100

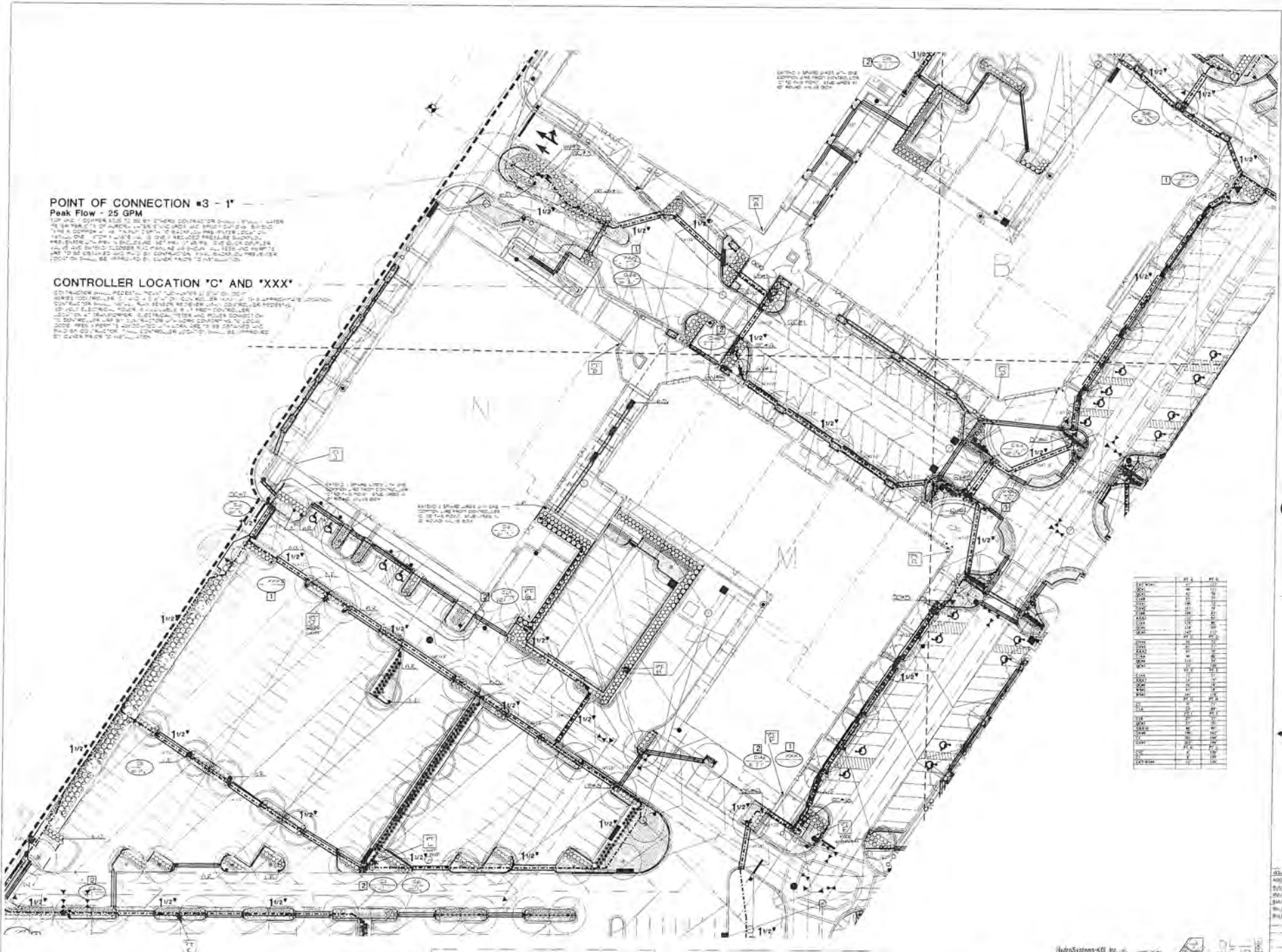
**IRRIPLAN**  
 IRRIGATION PLAN  
 I-111

**POINT OF CONNECTION #3 - 1"**  
**Peak Flow - 25 GPM**

TOP AND BOTTOM LEGS TO BE BY OTHER CONTRACTOR SHALL BE INSTALLED WITHIN 14 DAYS OF THE DATE OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

**CONTROLLER LOCATION 'C' AND 'XXX'**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

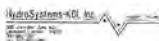


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/11
2	ISSUED FOR PERMIT	10/15/11
3	ISSUED FOR PERMIT	10/15/11
4	ISSUED FOR PERMIT	10/15/11
5	ISSUED FOR PERMIT	10/15/11
6	ISSUED FOR PERMIT	10/15/11
7	ISSUED FOR PERMIT	10/15/11
8	ISSUED FOR PERMIT	10/15/11
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47	ISSUED FOR PERMIT	10/15/11
48	ISSUED FOR PERMIT	10/15/11
49	ISSUED FOR PERMIT	10/15/11
50	ISSUED FOR PERMIT	10/15/11



1 VALVE ASSEMBLY AND HEADER PIPING TO BE INSTALLED BY VALLEY CREST. RETURN PIPING TO BE DONE BY BESTER, INCORPORATED.

2 VALVE ASSEMBLY AND HEADER AND RETURN PIPING TO BE INSTALLED BY VALLEY CREST.



BARRETT DEVELOPMENT PARTNERS  
 1000 N. CENTRAL AVENUE, SUITE 100  
 DENVER, CO 80202  
 P: 303.733.1111  
 F: 303.733.1112



MESA  
 1000 N. CENTRAL AVENUE, SUITE 100  
 DENVER, CO 80202  
 P: 303.733.1111  
 F: 303.733.1112

CALLISON  
 CALLISON ARCHITECTURE, INC.  
 1400 PINE AVENUE, SUITE 4000  
 DENVER, CO 80202  
 P: 303.733.1111  
 F: 303.733.1112

SOUTHLANDS  
 SOUTHLANDS CENTER BUILDING B & C  
 Aurora, CO

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/11
2	ISSUED FOR PERMIT	10/15/11
3	ISSUED FOR PERMIT	10/15/11
4	ISSUED FOR PERMIT	10/15/11
5	ISSUED FOR PERMIT	10/15/11
6	ISSUED FOR PERMIT	10/15/11
7	ISSUED FOR PERMIT	10/15/11
8	ISSUED FOR PERMIT	10/15/11
9	ISSUED FOR PERMIT	10/15/11
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48	ISSUED FOR PERMIT	10/15/11
49	ISSUED FOR PERMIT	10/15/11
50	ISSUED FOR PERMIT	10/15/11

Project Name: Southlands E.  
 Project Location: Aurora  
 Irrigation System Hydraulic Design  
 Prepared by HydroSystems, Inc.  
 Date: June 28, 2003

Plant/Source	Original Area (Acres)	Application Rate (inches)	Irrigation Frequency (days)	Maximum Demand (GPM)
Reservoir	1,800	1.20	14	14,280
Reservoir	1,800	1.50	14	18,000
Reservoir	1,800	1.80	14	21,420

Design Method	Design Flow (GPM)	Design Pressure (PSI)
Design Method	1,000	1.0
Design Method	1,500	1.5
Design Method	2,000	2.0

Design Method	Design Flow (GPM)	Design Pressure (PSI)
Design Method	1,000	1.0
Design Method	1,500	1.5
Design Method	2,000	2.0

Site Total: 2,000 Imperial GPM, 2,000,000 Gallons per Week, 6.67 acre-inches per Week, 0.005 inches per Week.  
 Peak water application rate is 1.50 inches per week.  
 Peak water application rate is 1.50 inches per week.

Project Name: Southlands Area C  
 Project Location: Aurora

Irrigation System Hydraulic Worksheet  
 Prepared by HydroSystems, Inc.

Date: June 28, 2003

Static Water Pressure: 120.00  
 From: Draw  
 to: Engineering Partners

Hydraulic Grade:

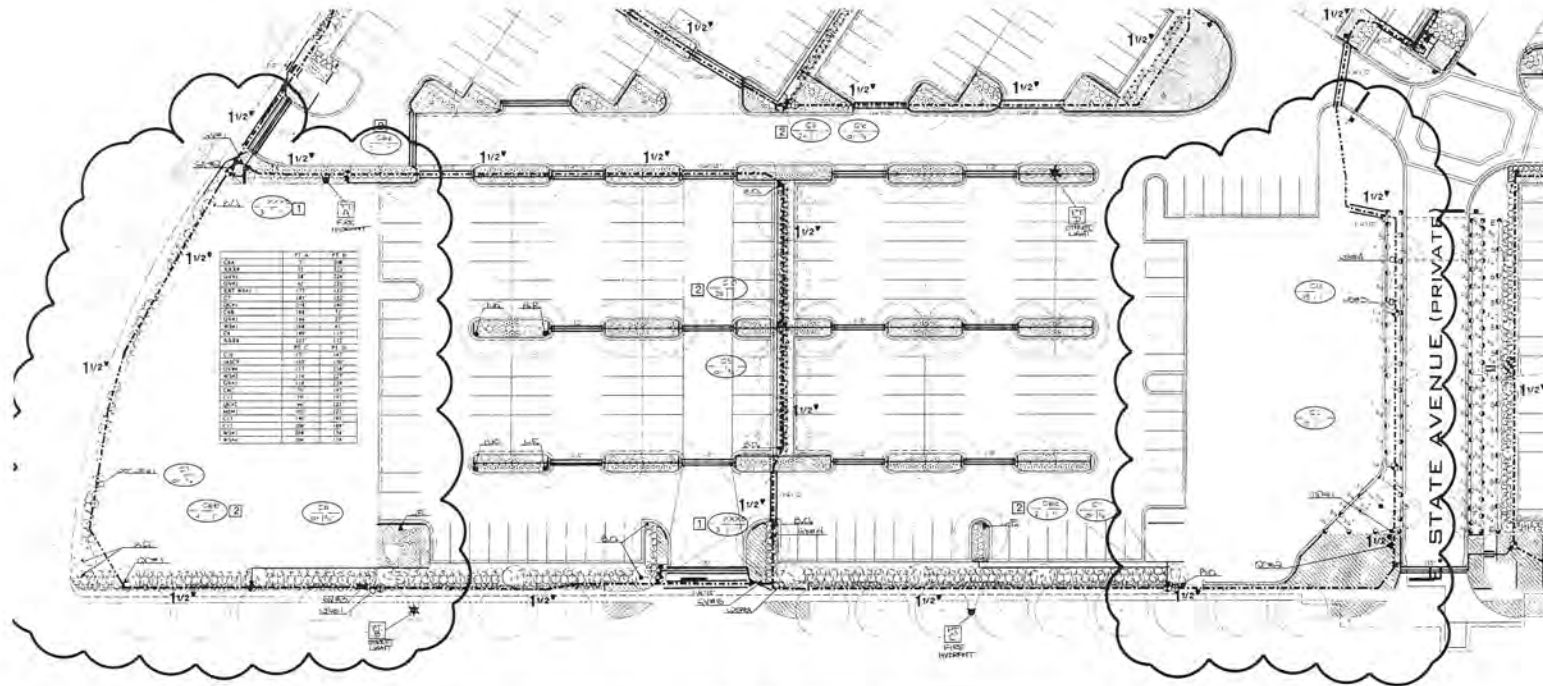
(Worst Case - Zone 2)	Type	Flow (GPM)	Loss (Feet)
Svc Line: 20' 0" 1" K Copper	17.84	/100 FT	25.00
Water Meter			25.00
Svc Line: 10' 0" 1" K Copper	17.84	/100 FT	25.00
Backflow: 1" Fetsco 823YA Series			0.00
Manter Valve			0.00
<b>Pressure Required at Head:</b>	PSI:		40.00
<b>Lateral Allowance:</b>			3.00
<b>Control Valve Allowance:</b>			3.00
<b>Mainline Allowance:</b> 2200 LF CU2088E 1.5" @ 25 GPM: 1.09 /100 FT, 24.00 0 LF CU2088E 0" @ 0 GPM: 0.00 /100 FT, 0.00			24.00
<b>Elevation:</b> Tap elev: 0 Light Rail: 0			0.00
<b>Total System requirements (PSI)</b>			81.85

Available pressure (PSI): 120.00

Southlands C  
 Southlands

Design: Hydraulic Design  
 (1) Water: 1.20 inches per week  
 (2) Water: 1.50 inches per week  
 (3) Water: 1.80 inches per week  
 Prepared by HydroSystems, Inc.  
 Date: June 28, 2003

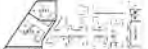
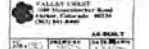
Zone No.	Plant Type	Flow (GPM)	Loss (Feet)
C106	Shrub	0.90	0.27
C107	Shrub	0.90	0.27
C108	Shrub	0.90	0.27
C109	Shrub	0.90	0.27
C110	Shrub	0.90	0.27
C111	Shrub	0.90	0.27
C112	Shrub	0.90	0.27
C113	Shrub	0.90	0.27
C114	Shrub	0.90	0.27
C115	Shrub	0.90	0.27
C116	Shrub	0.90	0.27
C117	Shrub	0.90	0.27
C118	Shrub	0.90	0.27
C119	Shrub	0.90	0.27
C120	Shrub	0.90	0.27
C121	Shrub	0.90	0.27
C122	Shrub	0.90	0.27
C123	Shrub	0.90	0.27
C124	Shrub	0.90	0.27
C125	Shrub	0.90	0.27
C126	Shrub	0.90	0.27
C127	Shrub	0.90	0.27
C128	Shrub	0.90	0.27
C129	Shrub	0.90	0.27
C130	Shrub	0.90	0.27



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 MESA ARCHITECTS, INC.  
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 SUITE 100  
 DENVER, CO 80202  
 303.733.1100

**IRRI**  
 IRRIGATION DISTRICT

**CALLIOPI**  
 ARCHITECTURE, INC.  
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 SUITE 100  
 DENVER, CO 80202  
 303.733.1100

**SOUTHLANDS**  
 SOUTHLANDS  
 LIFESTYLE CENTER BLOCKS B & C  
 AURORA, CO

NO.	REVISION	DATE
1	REVISED	07/01/03
2	REVISED	07/01/03
3	REVISED	07/01/03
4	REVISED	07/01/03
5	REVISED	07/01/03







Project Name: Southlands A  
 Project Location: Aurora  
 Prepared by: HydroSystems, Inc.  
 Date: June 23, 2005

Month	Applied Acres	Season	Irrigation Rate (GPM/acre)	Monthly water use (gallons)	Minimum irrigation rate (GPM/acre)
April	1.83	Spring	5.01	5,011	
May	2.56	Spring	9.69	9,690	
June	5.56	Summer	13.02	13,020	7.7
July	7.08	Summer	12.24	12,240	
August	8.11	Summer	14.59	14,590	
Sept.	1.83	Summer	10.00	10,000	
October	1.83	Fall	4.01	4,011	
<b>Annual total</b>	<b>25.69</b>			<b>86,622</b>	
				<b>(0.25 acre-ft)</b>	

Month	Applied Acres	Season	Irrigation Rate (GPM/acre)	Monthly water use (gallons)	Minimum irrigation rate (GPM/acre)
April	1.32	Spring	5.01	5,011	
May	1.99	Spring	9.69	9,690	
June	3.57	Summer	13.02	13,020	6.0
July	4.20	Summer	12.24	12,240	
August	3.33	Summer	14.59	14,590	
Sept.	1.99	Summer	10.00	10,000	
October	1.32	Fall	4.01	4,011	
<b>Annual total</b>	<b>17.66</b>			<b>57,562</b>	
				<b>(0.50 acre-ft)</b>	

Month	Applied Acres	Season	Irrigation Rate (GPM/acre)	Monthly water use (gallons)	Minimum irrigation rate (GPM/acre)
April	1.32	Spring	5.01	5,011	
May	1.99	Spring	9.69	9,690	
June	3.57	Summer	13.02	13,020	6.0
July	4.20	Summer	12.24	12,240	
August	3.33	Summer	14.59	14,590	
Sept.	1.99	Summer	10.00	10,000	
October	1.32	Fall	4.01	4,011	
<b>Annual total</b>	<b>17.66</b>			<b>57,562</b>	
				<b>(0.50 acre-ft)</b>	

Flow Rate: 0.87' irrigated acres  
 100 GPM/gross  
 73 GPM/net

Proportions are based on a 100' pipe per week, 10' hose per day peak season covering schedule. Peak season application for HydroSystems is 1.5" per week. Peak season application for other users is 1.2" per week. Peak season application for other users is 1.0" per week.

Project Name: Southlands Area A  
 Project Location: Aurora  
 Irrigation System Hydraulic Worksheet  
 Prepared by HydroSystems, Inc.  
 Date: June 23, 2005  
 Static Water Pressure: 120.00  
 Flow: 0.87  
 From: Drive of Engineering Partners

**Hydraulic Grade:**

Station	Flow (GPM)	Loss (ft)	Elevation (ft)
Static Line	40 LF 1" K Copper	17.84 / 100 FT	25.00
Water Meter			25.00
Static Line	10 LF 1" K Copper	17.84 / 100 FT	25.00
Backflow	1" Fcboe 825YA Series		25.00
Master Valve			30.00

**Pressure Required at Head: 40.00**

**Static Allowance: 1.00**

**Control Valve Allowance: 1.00**

**Machine Allowance:**

100 LF CL2008E 1.5" @ 25 GPM	1.00 / 100 FT	16.33
0 LF CL2008E 1" @ 10 GPM	0.00 / 100 FT	0.00
	100 FT	0.00

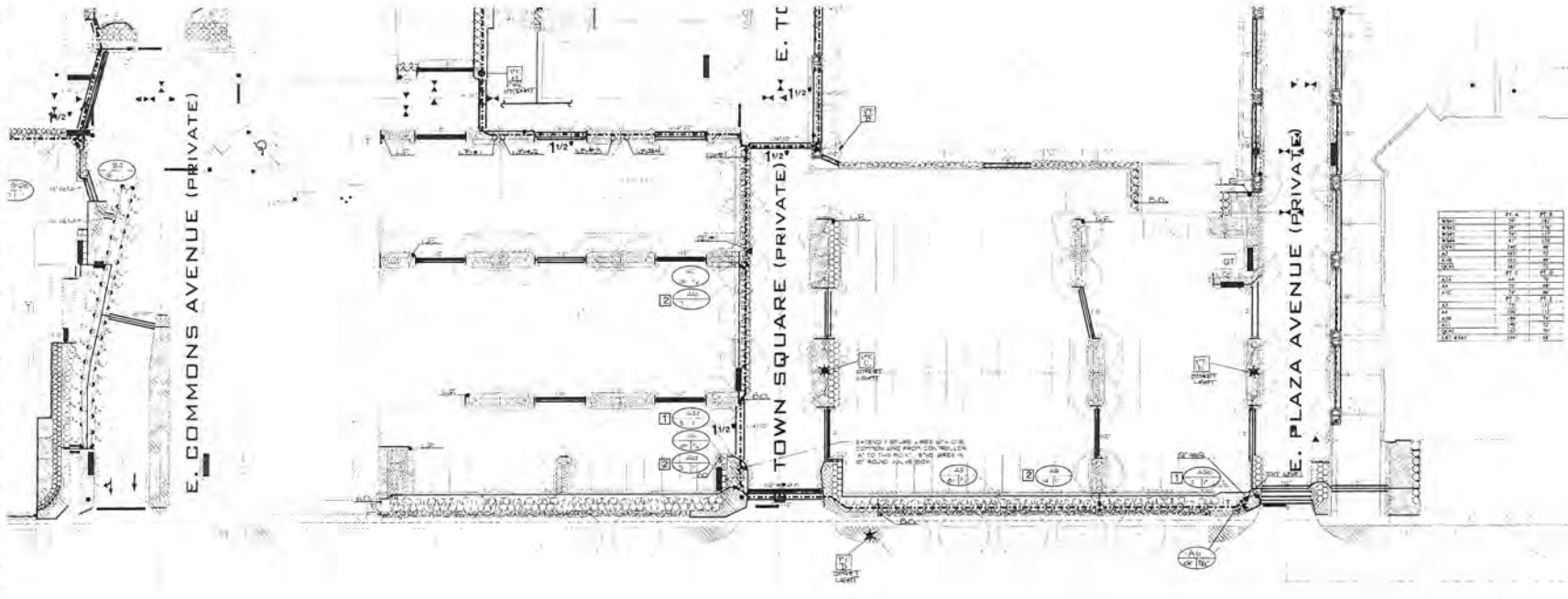
**Elevation: 0 High/Low: 0**

**Total System requirements (PSI): 86.97**

**Available pressure (PSI): 120.00**

Southlands A  
 Irrigation Schedule  
 1 year watering schedule - 100' water per week - 10' hose per day peak season  
 Estimated weekly application - 1.5" (irrigated area)  
 Estimated weekly application - 1.2" (unirrigated area)  
 Estimated weekly application - 1.0" (unirrigated area)  
 Prepared by HydroSystems, Inc.  
 Date: 06/23/2005  
 Courtesy: W. Plant Associates #2 (1')

Zone No.	Flow Type	Zone Description	Flow (GPM)	Zone Loss (ft)	Peak Loss (ft)	Static Elevation (ft)	Peak Elevation (ft)	Static Elevation (ft)
A1	Static	Injection	1.00	0.0	1.00	60	61.00	60.00
A2	Static	Drp	0.70	0	1.00	67	68.00	67.00
A10	Static	Injection	1.00	0	1.00	60	61.00	60.00
A11	Static	Drp	0.70	0	1.00	67	68.00	67.00
A4	Static	Drp	0.70	0	1.00	67	68.00	67.00
A6	Static	Injection	1.00	14	1.78	105	120.00	103.22
A7	Static	Drp	0.70	4	1.00	87	91.00	87.00
A8	Static	Injection	1.00	16	1.90	100	116.00	101.10
A11	Static	Drp	0.70	4	1.00	67	71.00	67.00
A10a	Static	Injection	1.00	14	1.78	105	120.00	103.22
A11a	Static	Drp	0.70	4	1.00	67	71.00	67.00
A11c	Static	Drp	0.70	4	1.00	67	71.00	67.00
A12a	Static	Injection	1.00	14	1.78	105	120.00	103.22
A13	Drp	Flow Spr	1.88	23	1.74	116	140.00	114.26
A14	Drp	Flow Spr	1.88	23	1.74	116	140.00	114.26
A15	Static	Injection	1.00	11	1.00	80	91.00	80.00
A16	Static	Drp	0.70	2	1.00	87	91.00	87.00
A17a	Static	Drp	0.70	12	1.00	87	99.00	87.00
A18	Static	Drp	0.70	4	1.00	87	91.00	87.00
A19	Drp	Flow Spr	1.88	20	1.77	116	140.00	114.23
A20	Drp	Flow Spr	1.88	21	1.74	116	140.00	114.23
A21	Static	Injection	1.00	4	1.00	87	91.00	87.00
A22a	Static	Injection	1.00	4	1.00	87	91.00	87.00
A23	Drp	Flow Spr	1.88	21	1.74	116	140.00	114.23
A24	Static	Injection	1.00	14	1.78	105	120.00	103.22
A25	Drp	Flow Spr	1.88	24	1.73	116	140.00	114.23
A26	Static	Drp	0.70	4	1.00	87	91.00	87.00
A27	Static	Injection	1.00	16	1.90	100	116.00	101.10
A28	Drp	Flow Spr	1.88	23	1.73	116	140.00	114.23
A29	Drp	Flow Spr	1.88	23	1.74	116	140.00	114.23
A30	Drp	Flow Spr	1.88	23	1.74	116	140.00	114.23



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LIFESTYLE DISTRICT

IRRIIGATION PLAN I-103

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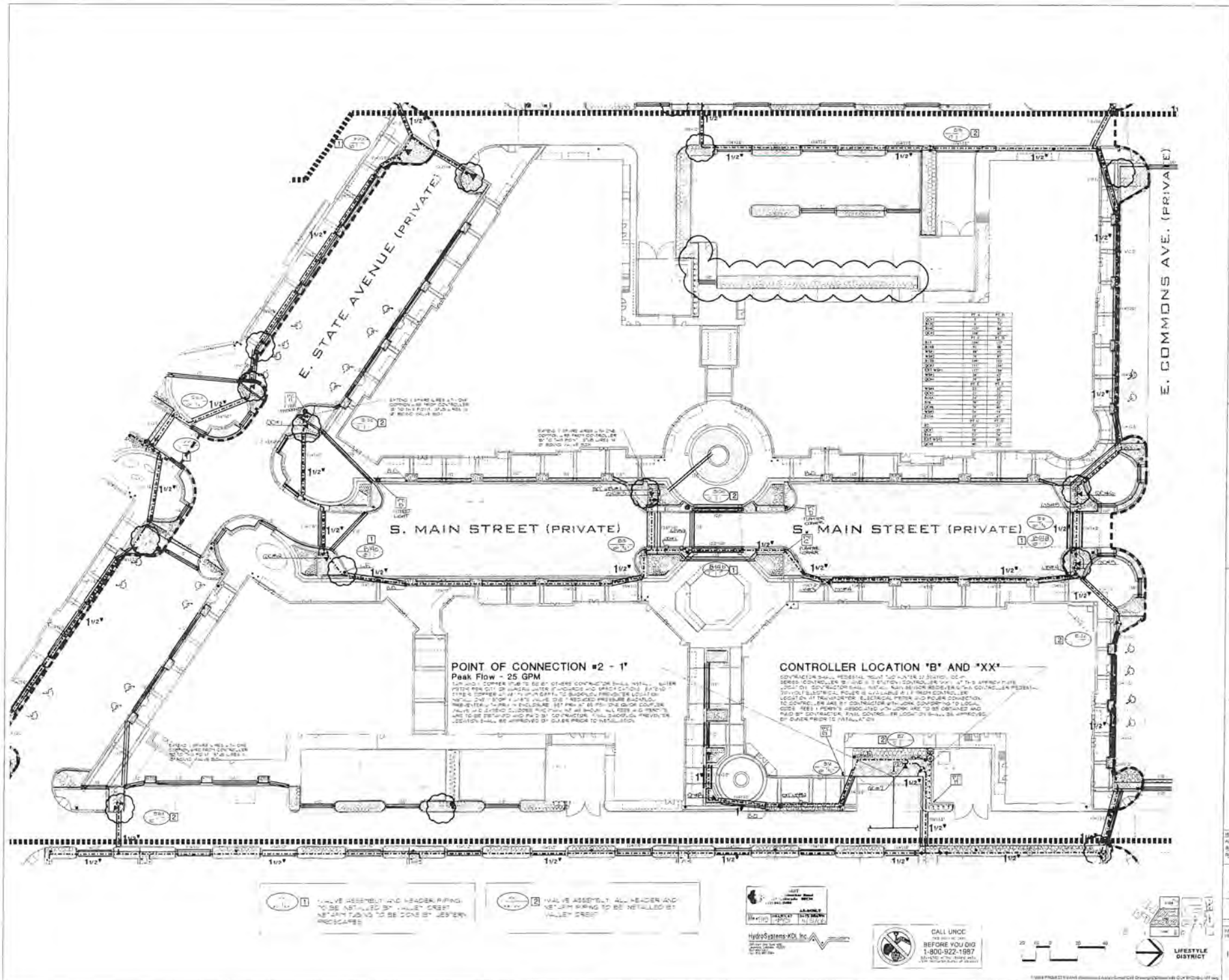
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CALLSON ARCHITECTURE, INC.  
 1320 16th Avenue #200  
 Aurora, CO 80012

SOUTHLANDS LIFESTYLE CENTER, BLOCK A  
 Aurora, CO

IRRIIGATION PLAN I-103





1 VALVE ASSEMBLY AND HEADER PIPING TO BE INSTALLED BY VALLEY CREST AFTER FINISHING TO BE DONE BY JEFFERY PROGRESS

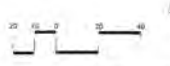
2 VALVE ASSEMBLY, ALL HEADER AND RETURN PIPING TO BE INSTALLED BY VALLEY CREST

**POINT OF CONNECTION #2 - 1"**  
**Peak Flow - 25 GPM**  
 CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.

**CONTROLLER LOCATION "B" AND "XX"**  
 CONTRACTOR SHALL PROVIDE THE CONTROLLER AND WIRING TO THE CONTROLLER. THE CONTRACTOR SHALL PROVIDE THE CONTROLLER AND WIRING TO THE CONTROLLER. THE CONTRACTOR SHALL PROVIDE THE CONTROLLER AND WIRING TO THE CONTROLLER.



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SOUTHLANDS  
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 AVONDALE, AZ

DATE: 11/15/11  
 DRAWING NO: 11-010  
 SHEET NO: 1-107  
 IRRIGATION PLAN



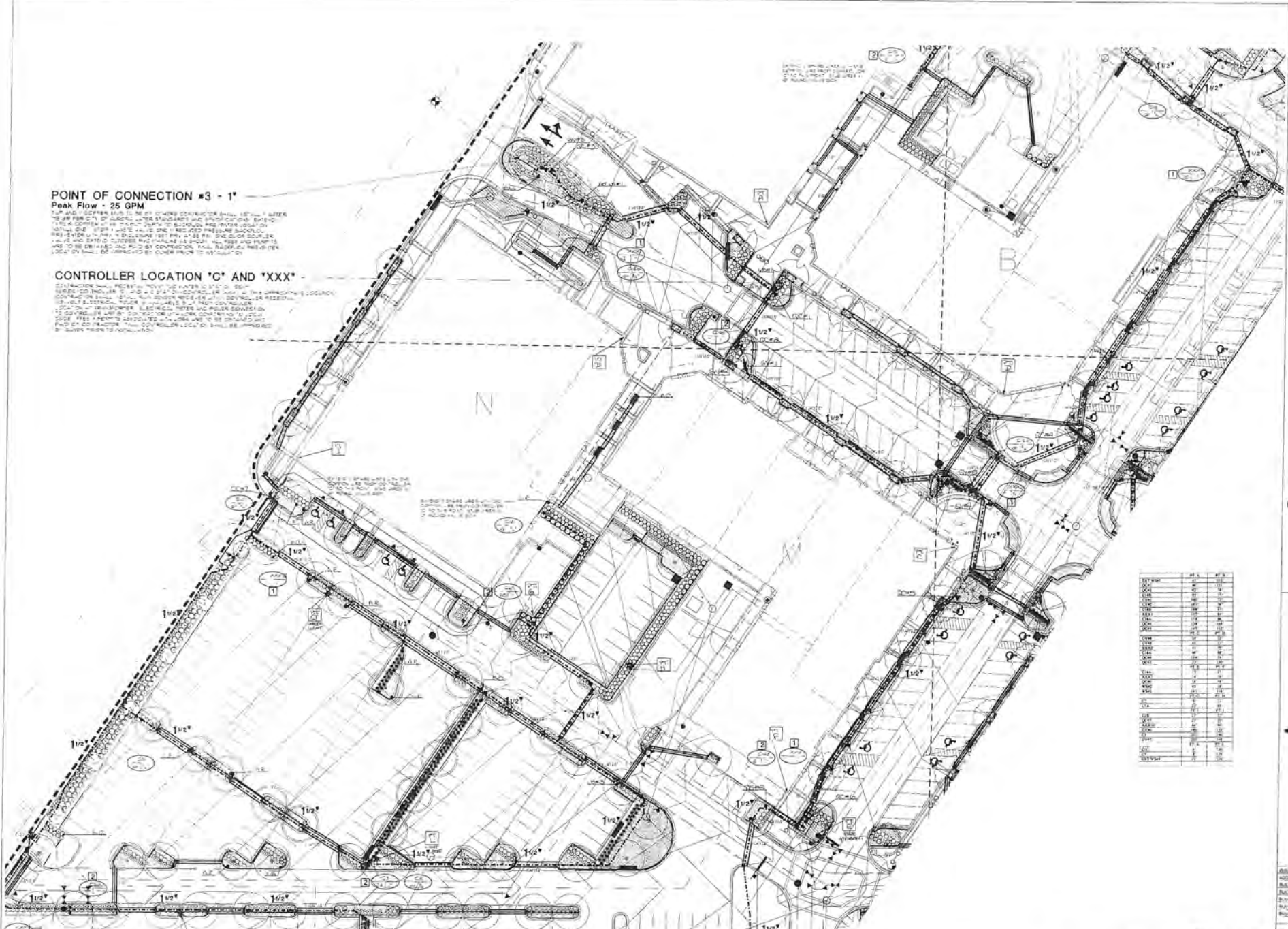


**POINT OF CONNECTION #3 - 1"**  
**Peak Flow - 25 GPM**

TOP AND BOTTOM VIEW TO BE BY OTHER CONTRACTOR SHALL BE WATER  
 TREATMENT PLANT OF SOUTH GULF DISTRICTS AND BEING CONTROLLED BY  
 THIS CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE  
 VALVE ASSEMBLY AND THE 1" VALVE SHALL BE INSTALLED BY THE CONTRACTOR  
 AND THE 1" VALVE SHALL BE INSTALLED BY THE CONTRACTOR. THE CONTRACTOR  
 SHALL BE RESPONSIBLE FOR THE VALVE ASSEMBLY AND THE 1" VALVE SHALL  
 BE INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE  
 FOR THE VALVE ASSEMBLY AND THE 1" VALVE SHALL BE INSTALLED BY THE  
 CONTRACTOR.

**CONTROLLER LOCATION 'C' AND 'XXX'**

CONTROLLER SHALL BE INSTALLED IN THE WATER CONTROL BUILDING  
 WHICH IS LOCATED AT THE POINT OF CONNECTION #3. THE CONTRACTOR SHALL  
 BE RESPONSIBLE FOR THE VALVE ASSEMBLY AND THE 1" VALVE SHALL BE  
 INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE  
 FOR THE VALVE ASSEMBLY AND THE 1" VALVE SHALL BE INSTALLED BY THE  
 CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VALVE  
 ASSEMBLY AND THE 1" VALVE SHALL BE INSTALLED BY THE CONTRACTOR.



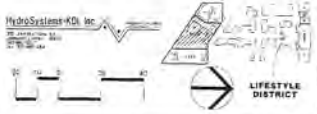
NO.	DESCRIPTION	QTY.
1	1/2" VALVE ASSEMBLY	10
2	1" VALVE ASSEMBLY	5
3	1 1/2" VALVE ASSEMBLY	3
4	1" VALVE ASSEMBLY	8
5	1 1/2" VALVE ASSEMBLY	2
6	1" VALVE ASSEMBLY	12
7	1 1/2" VALVE ASSEMBLY	1
8	1" VALVE ASSEMBLY	6
9	1 1/2" VALVE ASSEMBLY	1
10	1" VALVE ASSEMBLY	4
11	1 1/2" VALVE ASSEMBLY	1
12	1" VALVE ASSEMBLY	3
13	1 1/2" VALVE ASSEMBLY	1
14	1" VALVE ASSEMBLY	2
15	1 1/2" VALVE ASSEMBLY	1
16	1" VALVE ASSEMBLY	1
17	1 1/2" VALVE ASSEMBLY	1
18	1" VALVE ASSEMBLY	1
19	1 1/2" VALVE ASSEMBLY	1
20	1" VALVE ASSEMBLY	1
21	1 1/2" VALVE ASSEMBLY	1
22	1" VALVE ASSEMBLY	1
23	1 1/2" VALVE ASSEMBLY	1
24	1" VALVE ASSEMBLY	1
25	1 1/2" VALVE ASSEMBLY	1
26	1" VALVE ASSEMBLY	1
27	1 1/2" VALVE ASSEMBLY	1
28	1" VALVE ASSEMBLY	1
29	1 1/2" VALVE ASSEMBLY	1
30	1" VALVE ASSEMBLY	1



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 MESA, AZ 85204  
 480.948.1111

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 GALLISON ARCHITECTS, INC.  
 1401 W. AVENUE 1700  
 TUCSON, AZ 85704  
 520.622.4444

SOUTHLANDS  
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 AVENUE 10  
 MESA, AZ 85204

# Floral Design No. 1

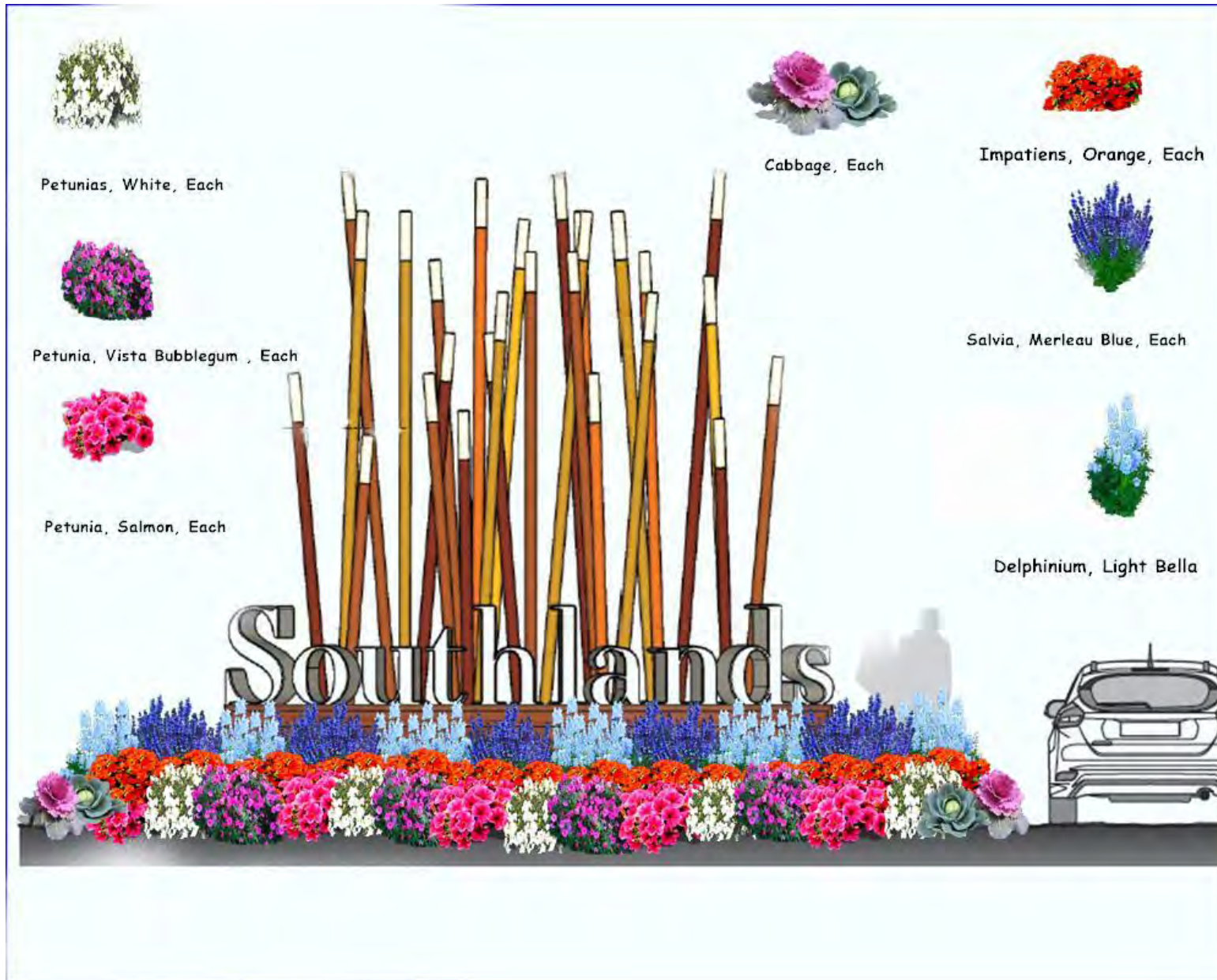




## Floral Design No. 2



# Floral Design No. 3



# Quotation

## Western Proscapes, Inc.

3160 S Zuni St, Suite 201, Englewood, Co 80110

Phone: 303.789.3934

### Quotation For

Southlands

Date: 4/14/2021

Quotation #: 2205A

Customer ID: Southlands

Quotation valid until: 5/14/2021

Prepared by: TARA F.

### Comments or Special Instructions

**\*\*\*If Irrigation modifications are needed they will be completed on a T&M Basis an billed separately.\*\*\***  
**\*\*\*Our labor costs have increased significantly and will continue to increase.\*\*\***

### Description of Work:

#### 2021 Summer Floral

Quantity	Description	Unit Price	Taxable?	Amount
1	Monument Entry beds - S. Aurora Pkwy & E Orchard Rd NW & SW Corners - 2	\$ 12,000.00	No	\$ 12,000.00
1	Monument Entry beds - S. Aurora Pkwy & E Commons Ave NW & NE Corners -	\$ 6,000.00	No	\$ 6,000.00
1	Monument Sign Bed - Located on S. Aurora Pkwy between E Commons Ave & S. Southlands Pkwy - Just south of E Commons Ave - 1 Bed that wraps around sign	\$ 1,200.00	No	\$ 1,200.00
1	Monument Sign Bed - Located on S. Aurora Pkwy between E Commons Ave & S. Southlands Pkwy - Just North of S. Southlands Pkwy - 1 Bed that wraps around sign	\$ 1,200.00	No	\$ 1,200.00
1	Monument Entry beds - S. Aurora Pkwy & S. Southlands Pkwy - NW & NE Corners	\$ 3,000.00	No	\$ 3,000.00
1	Monument Sign Bed located at S. Aurora Pkwy & Smokey Hill Rd.	\$ 2,250.00	No	\$ 2,250.00
1	Monument Sign Beds located at Smokey Hill Rd. & S. Main St. NE & NW Corners	\$ 7,500.00	No	\$ 7,500.00
1	S. Main St. & S. Southlands Pkwy Intersection SW Corner Annual Bed shaped Like an L	\$ 3,000.00	No	\$ 3,000.00
1	S. Southlands Pkwy & E. Orchard Rd Intersection - NE & SE Corner Beds	\$ 1,700.00	No	\$ 1,700.00
1	E. Orchard Rd & S. Central St. - NW, NE & SW Corners annual beds	\$ 2,900.00	No	\$ 2,900.00

1	E. Commons Ave. & S. Central St. - NW & SW corners Island tip on the west side of intersection - this area was not color coded for annuals however there are flower beds that are normally planted (2-beds by the walls and Island tip)	\$ 2,250.00	No	\$ 2,250.00
1	S. Central St. & S. Southlands Pkwy - NE Corner	\$ 1,000.00	No	\$ 1,000.00
1	S. Southlands Pkwy & S. Main St. N side of intersection Island Tip	\$ 1,500.00	No	\$ 1,500.00
	New Monumnet Sign Bed TBD South Island Tip	TBD		TBD
1	S. main St. & E. State Ave Intersection - 1 bed per side - center areas only - total of 4 beds	\$ 4,700.00	No	\$ 4,700.00
1	S. main St. & E. Commons Ave Intersection - 1 bed per side - center areas only - total of 4 beds	\$ 4,000.00	No	\$ 4,000.00
1	S. main St. & E. Town Square Ave Intersection - SW & SE Corner beds, E. Town Square Ave - Total of 3 beds	\$ 3,200.00	No	\$ 3,200.00
1	(3) New Pots in the plaza area	\$ 1,125.00	No	\$ 1,125.00
1	7 Qty 48" Pots - #5 center piece with annuals around the entire center piece with foliage cascading down the sides	\$ 1,638.00	No	\$ 1,638.00
1	300 Qty 20" - Hanging Baskets - installation and maintenance only	\$ 75,000.00	No	\$ 75,000.00
1	Clock Tower beds	\$ 4,060.00	No	\$ 4,060.00
1	Plaza Dr and Main St - Long rectangle bed Create an annual bed. Remove rock, install edging and	\$ 375.75	No	\$ 375.75
1	Plaza Dr and Main St - Long rectangle bed Summer planting of annuals in new long rectangle bed	\$ 1,401.25	No	\$ 1,401.25

Please feel free to contact me at your convenience with any questions. To accept this proposal please initial after each line item and sign and date below indicated and email to Tara Fayard at tara@westernproscapes.com or you may also fax a copy to Tara's attention at the following number (303) 789-5487. If any additions that you would like to make please contact me or Tara at (303) 789-3934. Thank you for working with Western Proscapes, Inc. We appreciate opportunity to be of service to you.

**Thank you for your business!**

Subtotal	\$ 141,000.00
Tax Rate	7.75%
Sales Tax	\$ -
Other	
<b>TOTAL</b>	<b>\$ 141,000.00</b>

**Accepted By:** \_\_\_\_\_

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



LANDSCAPE PROPOSAL



**Corporate Office:**  
 2200 Rifle Street  
 Aurora, CO 80011  
 (303) 421-3100  
 (303) 421-1120 fax

Date	Estimator
3/31/2021	Ken Rodocker
Property Name & Location	
Southlands Metro District 1	
Aurora, CO 80016	

Customer Information
Southlands Metropolitan District 1 c/o SDMI
141 Union Blvd, #150
Lakewood, CO
Ann Finn
SDMI

Description of Services
Sod (84) tree wells. Upon completion of stump grinding by tree service vendor, wells will be backfilled, graded and sod placed to match existing turf as close as possible.

Item	Description	Qty	Rate	Total	Initial
1	Backfill (84) tree wells, grade, and sod.	1.00	\$ 3,604.00	\$ 3,604.00	
2	Additional tree well sod, per well	each	\$43.00	OPTION	
<b>Total</b>				<b>\$3,604.00</b>	

The above pricing includes mobilization, material procurement, materials, labor, equipment and off site disposal of debris.

EXCLUSIONS
1. Irrigation repairs or modifications will be billed at the Time and Materials rate of \$62.00/hour plus materials.
SPECIFIC CONDITIONS
1. This Proposal may be withdrawn by Metco Landscape if not accepted within 30 days of Bid Date.
2. Client is responsible for submittals required by Architectural Review Committee.
3. Metco Landscape does not accept responsibility for vandalism, acts of God, or improper maintenance performed by another contractor (or person) during the warranty period.
ACCEPTANCE OF PROPOSAL
The above specifications, prices, exclusions, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above and are due within thirty (30) days of invoice date. Past due accounts will be charged 1.5% per month on any unpaid balance.

Authorized Signature	Title	Date				
Printed	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">FOR OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="color: red; text-align: center;">AR CUSTOMER</td> <td style="color: red; text-align: center;">JOB NUMBER</td> </tr> </tbody> </table>		FOR OFFICE USE ONLY		AR CUSTOMER	JOB NUMBER
FOR OFFICE USE ONLY						
AR CUSTOMER	JOB NUMBER					



SavATree  
15558 East Hinsdale Circle, Centennial CO 80112  
P: 303-369-1382 F: ()  
E: Centennial@savatree.com

**Estimate # 562656**  
**Prepared By David Entwistle**  
**ISA Certified Arborist**  
**dentwistle@savatree.com**

**Estimate for**  
**Robert Graham Special District Management Services**  
**For Service At:**  
**E Orchard Rd & S Aurora Pkwy, Aurora CO 80016**  
**Account Key: 4496819**

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## Recommendations

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### General Tree Care

**Commercial Tree Maintenance - III** **\$5,720.00**

Natural prune the following trees to include pruning out deadwood 1" in diameter and larger, thin crowns 10-15% and perform reduction cuts of up to 3" in diameter to reduce weight and restore trees to a shape typical of the species.

22 oak trees = 3,195.00

11 Canadian cherry trees = 790.00

11 maple trees = 745.00

11 Locust trees = 990.00

Clean up all resulting debris

Total = \$5,720.00



**Corporate Office:**  
 2200 Rifle Street  
 Aurora, CO 80011  
 (303) 421-3100  
 (303) 421-1120 fax

Date	Estimator
3/8/2021	TJ Leonard
Property Name & Location	
Southlands Metro District 1	
Aurora, CO 80016	

Customer Information
Southlands Metropolitan District 1 c/o SDMI
141 Union Blvd, #150
Lakewood, CO
Ann Finn
SDMI

Description of Services
Grade the top of the detention pond (north settling area at detention system) by lowering it 4-6". Soil to be used to fill in erosion under concrete and rip-rap leading into the larger pond. Once complete, low-grow native seed will be installed with approved erosion control netting in place

Item	Description	Qty	Rate	Total	Initial
1	Grade adjust, seeding, and erosion control	1.00	\$ 3,173.00	\$ 3,173.00	
	* changes to detention area may not be approved by the city or county.				
2	Option #2 - leave elevations of detention area intact. Fill in erosion using screened top soil and manual compaction methods.	1.00	\$ 2,827.00	\$ 2,827.00	
	* this will leave existing vegetation in place to reduce erosion, as well as maintain the design intent of the detention areas.				

*The above pricing includes mobilization, material procurement, materials, labor, equipment and off site disposal of debris.*

<b>Total</b>	<b>Option</b>
--------------	---------------

EXCLUSIONS
1. Irrigation repairs or modifications will be billed at the Time and Materials rate of \$62.00/hour plus materials.

SPECIFIC CONDITIONS
1. This Proposal may be withdrawn by Metco Landscape if not accepted within 30 days of Bid Date.
2. Client is responsible for submittals required by Architectural Review Committee.
3. Metco Landscape does not accept responsibility for vandalism, acts of God, or improper maintenance performed by another contractor (or person) during the warranty period.

ACCEPTANCE OF PROPOSAL
------------------------

The above specifications, prices, exclusions, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above and are due within thirty (30) days of invoice date. Past due accounts will be charged 1.5% per month on any unpaid balance.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed

FOR OFFICE USE ONLY	
AR CUSTOMER	JOB NUMBER





**Corporate Office:**

2200 Rifle Street  
Aurora, CO 80011  
(303) 421-3100  
(303) 421-1120 fax

<b>Date</b>	<b>Estimator</b>
3/8/2021	TJ Leonard
<b>Property Name &amp; Location</b>	
Southlands Metro District 1	
Aurora, CO 80016	

<b>Customer Information</b>
Southlands Metropolitan District 1 c/o SDMI
141 Union Blvd, #150
Lakewood, CO
Ann Finn
SDMI

<b>Description of Services</b>
Install 4 Steel bollards to protect backflow preventer and Irrigation controller at NW corner of property near new construction. Bollards will be installed in concrete. Bollards will be 60" tall, buried 24" deep for an overall height of 36". They will be painted or powder coated Safety Yellow

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>	<b>Initial</b>
1	Install 2 bollards at Irrigation controller, and 2 at Backflow preventer	1.00	\$ 2,803.00	\$ 2,803.00	
2	Option to install 8 bollards to protect irrigation hardware	1.00	\$ 5,389.00	\$ 5,389.00	
	* based on recent events, please allow for a longer shipping time and / or manufacturing delays				
				<b>Total</b>	<b>OPTION</b>

*The above pricing includes mobilization, material procurement, materials, labor, equipment and off site disposal of debris.*

<b>Total</b>	<b>OPTION</b>
--------------	---------------

**EXCLUSIONS**

1. Irrigation repairs or modifications will be billed at the Time and Materials rate of \$62.00/hour plus materials.

**SPECIFIC CONDITIONS**

- 1. This Proposal may be withdrawn by Metco Landscape if not accepted within 30 days of Bid Date.
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\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Printed

<b>FOR OFFICE USE ONLY</b>	
<b>AR CUSTOMER</b>	<b>JOB NUMBER</b>

LANDSCAPE PROPOSAL



**Corporate Office:**  
 2200 Rifle Street  
 Aurora, CO 80011  
 (303) 421-3100  
 (303) 421-1120 fax

Date	Estimator
4/5/2021	Ken Rodocker
Property Name & Location	
Southlands Metro District 1	
Aurora, CO 80016	

Customer Information
Southlands Metropolitan District 1 c/o SDMI
141 Union Blvd, #150
Lakewood, CO
Ann Finn
SDMI

Description of Services
Install (1) 2-inch pressure reducing valve (Wilkins 600XL-2) on backflow vicinity of NW corner of Smoky Hill and Aurora Parkway. Installation includes all necessary fittings and hardware as well as labor to test and adjust pressure.

Item	Description	Qty	Rate	Total	Initial
1	Install (1) 2-inch pressure reducing valve (Wilkins 600XL-2) on backflow.	1.00	\$ 1,388.10	\$ 1,388.10	
	* based on recent events, please allow for a longer shipping time and / or manufacturing delays				
				<b>Total</b>	<b>\$1,388.10</b>

The above pricing includes mobilization, material procurement, materials, labor, equipment and off site disposal of debris.

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FOR OFFICE USE ONLY	
AR CUSTOMER	JOB NUMBER



**Corporate Office:**  
 2200 Rifle Street  
 Aurora, CO 80011  
 (303) 421-3100  
 (303) 421-1120 fax

<b>Date</b>	<b>Estimator</b>
4/5/2021	Ken Rodocker
<b>Property Name &amp; Location</b>	
Southlands Metro District 1	
Aurora, CO 80016	

<b>Customer Information</b>
Southlands Metropolitan District 1 c/o SDMI
141 Union Blvd, #150
Lakewood, CO
Ann Finn
SDMI

<b>Description of Services</b>
Install (1) Solid wall, aluminum, backflow cage for 3-inch backflow located North of the detention pond. Installation includes all mounting hardware. Proposed cage is manufactured by Strong Box (model number SBBC-40ALHP).

Item	Description	Qty	Rate	Total	Initial
1	Install one solid wall backflow cage (SBBC-40ALHP)	1.00	\$ 3,818.20	\$ 3,818.20	
	* based on recent events, please allow for a longer shipping time and / or manufacturing delays				
				<b>Total</b>	<b>\$3,818.20</b>

The above pricing includes mobilization, material procurement, materials, labor, equipment and off site disposal of debris.

<b>Total</b>	<b>\$3,818.20</b>
--------------	-------------------

<b>EXCLUSIONS</b>
1. Irrigation repairs or modifications will be billed at the Time and Materials rate of \$62.00/hour plus materials.
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1. This Proposal may be withdrawn by Metco Landscape if not accepted within 30 days of Bid Date.
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\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Printed

<b>FOR OFFICE USE ONLY</b>	
AR CUSTOMER	JOB NUMBER

current

EXHIBIT C  
MONTHLY INVOICE  
861009N - Metro District Town Center

PERIOD OF MARCH 1, 2021 TO MARCH 31, 2021

HOURS BREAKDOWN

	<u>Actual Hours</u>	<u>% of Total Bill</u>
Project Manager	96.00	15.24%
Hourly Employees	534.06	84.76%
<b>Total</b>	<b>630.06</b>	<b>100.00%</b>

FIXED

Equipment	\$593.64
Supplies excl. Paper & Plastic	\$951.73
Rent	\$535.00
<b>Total</b>	<b>\$2,080.37</b>

Empl	Hours	Billing Rate	Extension	O/T Hrs	Rate	Extension	Total Reg/Ot Hourly PM	Mark up %	Actual Cost
Project Manager	96.00	29.00	2,784.00		14.50	-	2,784.00	1,085.48	3,869.48
50612	109.53	14.00	1,533.42		7.00	-	1,533.42	543.29	2,076.71
65101	145.40	16.00	2,326.40		8.00	-	2,326.40	824.24	3,150.64
68556	136.29	12.80	1,744.51		6.40	-	1,744.51	618.08	2,362.59
72525	142.84	12.50	1,785.54		6.25	-	1,785.54	632.62	2,418.16
		-	-		-	-	-	-	-
		-	-		-	-	-	-	-
<b>Total</b>	<b>630.06</b>			<b>0.00</b>		<b>\$0.00</b>	<b>\$10,173.87</b>	<b>\$3,703.71</b>	<b>\$13,877.58</b>

TOTAL INVOICE **\$15,957.95**

EXHIBIT C  
MONTHLY INVOICE  
861009N - Metro District Town Center

*proposed*  
*\$43118 per month*

PERIOD OF MARCH 1, 2021 TO MARCH 31, 2021

HOURS BREAKDOWN

	<u>Actual Hours</u>	<u>% of Total Bill</u>
Project Manager	96.00	15.24%
Hourly Employees	534.06	84.76%
<b>Total</b>	<b>630.06</b>	<b>100.00%</b>

FIXED

Equipment	\$593.64
Supplies excl. Paper & Plastic	\$951.73
Rent	\$535.00
<b>Total</b>	<b>\$2,080.37</b>

	Hours	Billing Rate	Extension	O/T Hrs	Rate	Extension	Total Reg/Ot Hourly PM	Mark up %	Actual Cost
Empl								35.43%	
								38.99%	
Project Manager	96.00	29.89	2,869.44		14.95	-	2,869.44	1,118.79	3,988.23
50612	109.53	14.50	1,588.19		7.25	-	1,588.19	562.70	2,150.89
65101	145.40	16.25	2,362.75		8.13	-	2,362.75	837.12	3,199.87
68556	136.29	13.30	1,812.66		6.65	-	1,812.66	642.23	2,454.89
72525	142.84	13.00	1,856.96		6.50	-	1,856.96	657.92	2,514.88
		-	-		-	-	-	-	-
		-	-		-	-	-	-	-
<b>Total</b>	<b>630.06</b>			<b>0.00</b>		<b>\$0.00</b>	<b>\$10,490.00</b>	<b>\$3,818.76</b>	<b>\$14,308.76</b>

TOTAL INVOICE **\$16,389.13**



**SLATON BROS, INC**  
 3033 South Parker Road, Suite #1150  
 Aurora, Colorado 80014  
 Office (303)-806-8160 \* Fax (303)-806-8183  
 www.slatonbros.com

PROPOSAL

**Submitted to: M&J Wilkow**  
**Attn: Skye Bailey**  
**Job Name: Southlands Repair-Service Street**  
**Bid Item 504: Repair Retaining Wall Behind Service Street**

**Bid Date: 4/5/2021**  
**Bid Time:**  
**Bid #: 21107**

**We are pleased to submit a proposal for labor, material, and equipment as detailed herein, to install MESA Standard segmental block retaining wall per project plans, specifications and all addenda issued as well as per Manufacturers recommendations.**

**Work Included:**

- One (1) Mobilization.
- Disassemble, Palletize Block, Remove and Haul Off Contaminated Aggregate.
- Furnish and install Mesa Standard Modular Block and cap units as needed.
- Furnish and install galvanized strap reinforcement as required.
- Furnish and install aggregate drainage fill for block face as required.
- Furnish and install landscape rock between the tiers.
- Furnish and install mulch at base of wall.
- 7.9% Taxes on Permanent Materials.
- Engineering Recommendations and Site Visit by Ground Engineering.

**Work Excluded:**

- Excavation.
- Soil density testing, proof roll and certification of foundation soils, or strength test verification of existing on-site soils.
- Subgrade Improvements.
- Architectural treatment or graffiti resistance treatment.
- De-watering or Winter Protection.
- Erosion control or dust control.
- Any shoring.
- Any additional fees, bonds or permits.
- Water source and construction water.
- Davis Bacon and/or Prevailing Wage Rates.
- Safety Fencing or Guardrail Installation
- Traffic Control (if applicable)
- Survey
- Any QC/QA testing and inspection. In addition, any construction conformance letters are specifically excluded. These should be provided by whomever is providing QC/QA Testing and inspection services for the project.
- Foundation Bearing Capacity, Differential Settlement and Global Stability Analysis (As best evaluated by project geotechnical engineer).

Item No.	Description	Est Qty	Unit	Unit Price	Total Price
504	Modular Block Retaining Wall Repair	1	LS	\$59,193.00	\$59,193.00

## Terms and Conditions:

- Any item not specifically included is excluded.
- We will perform our work in a professional manner in cooperation with the Owner/Contractor. However, we can not accept liability on any other further damage to structures, landscaping, utilities, drain systems, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of our work. All utilities and other services left in place shall be located, exposed, and shown to our on-site representatives prior to the commencement of our work.
- If SBI during its work encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in the construction documents, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then SBI shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.
- Any alteration or deviation from this proposal involving extra costs will be executed only upon written change orders.
- The above price includes our initial mobilization. Additional move-ins will be extra and negotiated.
- Slaton Bros., Inc. assumes no responsibility for accidents or work delays caused by acts of God or other activities outside of our immediate control.
- Slaton Bros., Inc will not be held responsible for any liquidated damages.
- If Slaton Bros (SBI), at its sole discretion, deems it necessary or advisable to retain attorneys to enforce any provision of the agreement, or to collect any past due account hereunder, then, whether or not suit is brought, customer shall pay all costs and expenses incurred by SBI in connection therewith, including reasonable attorneys, and all such costs and expenses shall be included in the judgement and shall be secured by any liens with inure to the benefit of the company. Neither the term of this agreement nor the taking of any particular action to enforce provisions hereof shall be construed as a limitation on, election or waiver of any other remedies available to SBI at law or in equity.
- Proposal excludes Textura, Basecamp and other billing platform fees.
- Invoices will reflect actual quantities installed.
- For all work invoiced and completed by the 25<sup>th</sup>, payment in full (less retainage) is due no later than the 30<sup>th</sup> of the following month.
- Proposal is valid for a period of 30-Days.



---

Accepted by:

---

John Petros  
Slaton Bros., Inc.



April 20, 2021

Ms. Ann Finn  
Southlands Metropolitan District No. 1  
c/o SDMS  
141 Union Blvd., Suite 150  
Lakewood, CO 80228

**RE: PROPOSAL FOR SURVEYING SERVICES  
SOUTHLANDS MONUMENT SIGN LICENSE AGREEMENT  
AURORA, COLORADO**

Dear Ms. Finn:

We appreciate the opportunity to submit a proposal to provide surveying services to Southlands Metropolitan District No. 1, Owner of the subject property. Services are in connection with the monument sign at South Main Street and South Southlands Parkway in Aurora, Colorado. Manhard Consulting (Manhard) offers to provide the following services:

**SCOPE OF SERVICES**

**I. SURVEY PHASE**

These fees would include:

1. **Monument Sign Survey**: Manhard will field locate the existing monument sign and island curb & gutter as highlighted in **red** on the attached survey limits exhibit. This information will be added to the City of Aurora License Agreement Exhibit.

**LUMP SUM FEE \$500**

2. **Boundary Verification**: Field measurement and analysis of Tract A, Southlands Subdivision Filing No. 16 as well as locate two acceptable monuments to be used in the basis of bearings per the City of Aurora requirements. This survey will be completed in accordance with the Minimum Standards for Land Surveys and Plats as contained in CRS Title 38, Article 51.

**LUMP SUM FEE \$600**

3. **Vicinity Map**: Prepare One (1) vicinity map showing the area of encroachment with streets and subdivision information labeled.

**LUMP SUM FEE \$200**



4. **License Agreement Exhibit:** Prepare One (1) exhibit meeting the criteria listed in the "Exhibit Specifications" of the Public Works Department requirements for License Agreements. The Exhibit will be reviewed, signed and sealed by a licensed Colorado Land Surveyor.

**LUMP SUM FEE \$500**

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized to begin by December 31, 2021 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted within one month of the date of this proposal.

Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,

**MANHARD CONSULTING**



\_\_\_\_\_  
Derek S. Brown, P.L.S.  
Survey Manager



\_\_\_\_\_  
James M. Roake, P.L.S.  
National Director of Land Surveying

The undersigned is the (a) actual owner of record of the property; (b) \_\_\_\_\_ authorized agent of the owner of the property; (c) \_\_\_\_\_ contract purchaser of the Property; (d) \_\_\_\_\_ general contractor (e) \_\_\_\_\_ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is \_\_\_\_\_.

**ACCEPTED: SOUTHLANDS METROPOLITAN DISTRICT NO. 1**

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

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

## GENERAL TERMS AND CONDITIONS

January 26, 2015

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT**– These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard’s work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Manhard’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard’s experience and qualifications and represents Manhard’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor’s methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard’s Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Client’s negligence or the negligence of Client’s agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.  
  
To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Manhard’s negligence or the negligence of Manhard’s agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.
12. **MANHARD’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Manhard shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Manhard’s negligence:
  - a. Workmen’s compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.

- b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.
- Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.
14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.
15. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.
16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.
17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
21. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.
22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from Manhard's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as Manhard deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.

Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.

27. **RECORD DRAWINGS** – If Manhard is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Manhard into the record documents will be assumed to be reliable, and Manhard will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Manhard harmless for any such errors or omissions.

**EXHIBIT A**  
**ADDITIONAL SERVICES**

Additional services (including, but no limited to those listed below) shall be performed by Manhard, if requested at an additional cost ("Additional Services). The following services or items are not included within the scope or work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below.

**SCHEDULE OF TIME**  
**AND MATERIAL RATES FOR**  
**2021**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
National Director of Survey	\$178.00
Survey Manager	\$165.00
Survey Project Manager	\$155.00
Project Surveyor	\$138.00
Staff Surveyor	\$113.00
Survey/Construction Coordinator	\$95.00
High Definition Scanning Technician	\$113.00
High Definition Scanner	\$80.00
UAV Technician	\$113.00
UAV	\$40.00
1-Person Crew	\$140.00
2-Person Crew	\$183.00
Administrative Assistant	\$65.00

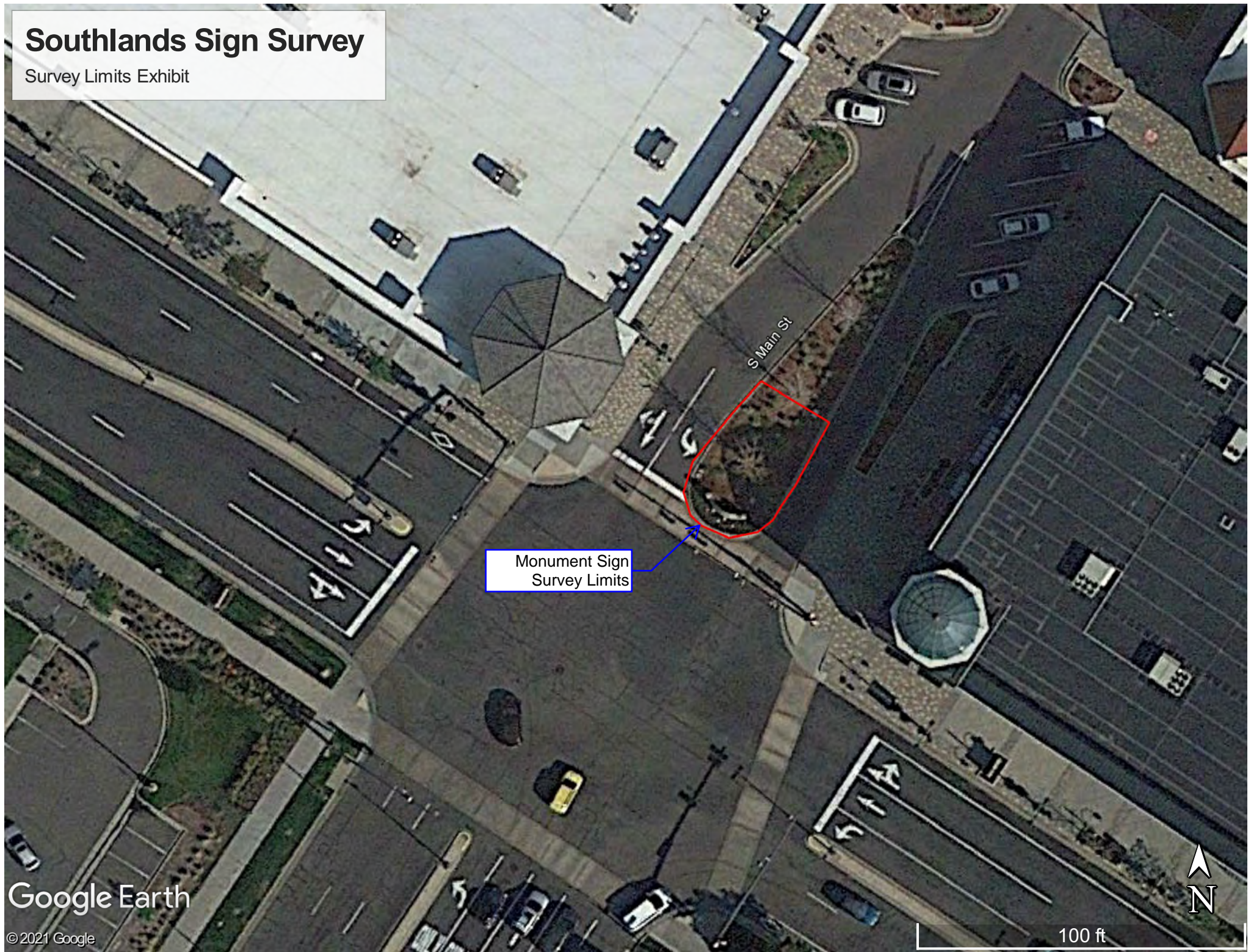
  

	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar (in-house)	\$2.50/sf

- A. Overnight mail, messenger-service, prints or mylars
- B. Additional services due to significant changes in general scope or character of the Project or its design including, but no limited to, changes in size, complexity, or character.
- C. Services resulting from facts revealed about conditions: 1) which are different from information about such conditions that Client previously provided to Manhard and upon which Manhard was entitled to rely; or 2) as to which Client has responsibility to provide information and such information was not previously provided

# Southlands Sign Survey

Survey Limits Exhibit

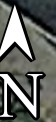


Monument Sign  
Survey Limits

S Main St

Google Earth

© 2021 Google



100 ft

April X, 2021

**DRAFT**

Ms. Ann Finn  
District Manager  
Southlands Metropolitan District No. 1  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228

**Re: Southlands Parkway/Main Street Intersection – Lane Assignment Evaluation  
FHU Reference No. 121070-01**

Dear Ms. Finn:

Following is information related to our evaluation of a potential lane assignment change at the Southlands Parkway/Main Street intersection that is internal to the Southlands Mall property. As you are aware, the southeastbound approach to the traffic signal at this intersection has one left turn lane, one exclusive through lane, and one lane that shares both through and right turn movements. With this configuration, a motorist that wants to proceed straight through the intersection, but is in the shared through/right lane, can hinder motorists behind them from being able to turn right towards Smoky Hill Road. This situation can cause undue vehicle delay and queuing in the share through/right lane.

The intent of this report is to evaluate existing conditions and to provide an assessment of potential operational improvements if the shared through/right lane is converted to an exclusive right turn lane. To that end, this report includes information on:

- Existing traffic volumes
- Analyses of existing operational conditions
- Operational analyses of the projected lane change
- Representations of signing, striping and signalization revisions
- Summary and recommendations

*For simplicity in descriptions of directionality at the Southlands Parkway/Main Street intersection given its physical orientation, Southlands Parkway will be referred to with an east/west orientation for the remainder of this report, while Main Street will be referred to with a north/south orientation.*

## **I. EXISTING CONDITIONS**

**Traffic Volumes** – Vehicle movements at the Southlands Parkway/Main Street Intersection were recorded during the PM peak hour of activity on a typical weekday (4:00pm to 6:00pm) as well as during two time periods on a Saturday – 11:30am to 2:30pm and 3:30pm to 6:30pm. These time periods provide a framework for operational analyses that consist of the projected peak periods of activity at the Southlands Mall.

The peak one hour of traffic volume for each data set are contained on **Figure 1** on the following page and it shows that motorists attempting an eastbound right turn movement from Southlands Parkway onto Main Street has some of the highest levels of any movement at the intersection. This is not a surprising result since it is one of the most convenient routes to exit the Southlands Mall where motorists can access the E-470/Smoky Hill Road interchange or residential areas along Smoky Hill Road.

Traffic volume levels for eastbound vehicles exceed 300 vehicles per hour (vph) during the Saturday Noon and Saturday PM periods when data was recorded. The westbound left turn movement also exceeds 300 vph during the two Saturday timeframes. There is a corresponding higher level of left turn and right turn movements into the Southlands Mall also.

**Operational Analyses** – Traffic operational analyses were conducted for each of the three analysis timeframes using procedures documented in the *Highway Capacity Manual*, HCM 2010. From these analyses, a key measure (or “level of service” rating) of the traffic operational conditions are obtained.

Level of service (LOS) is a qualitative assessment of traffic operational conditions within a travel stream in terms of the average stopped delay per vehicle at a controlled intersection. Levels of service are described by a letter designation ranging from LOS A to F, with LOS A representing essentially uninterrupted flow, while LOS F represents a breakdown of traffic flow with noticeable congestion and delay.

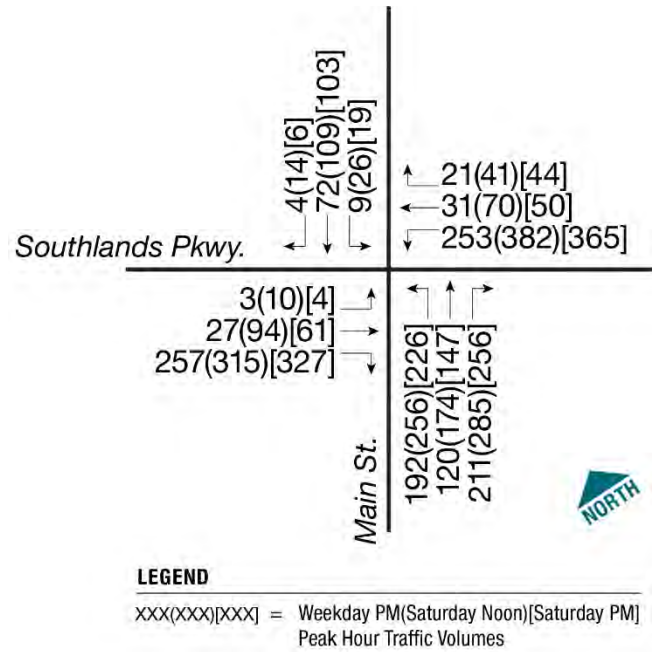
Existing traffic signal timing data was obtained from the Southlands Metropolitan District No. 1 traffic signal maintenance contractor to conduct these analyses. As information, this intersection operates in a “free” mode during all time periods each week to take advantage of the varying traffic demands over the course of a day or from day to day. “Free” signal timing parameters are different between weekdays and weekends, however.

Results of the analyses find that the Southlands Parkway/Main Street intersection currently operates at LOS B (10 to 20 seconds of average vehicle delay) during the Weekday PM and Saturday PM time periods, and at LOS C (20 to 35 seconds of delay) during the Saturday Noon period. LOS B or C are typically acceptable operational results for peak hour conditions.

**Eastbound Right Turn Movement** – Understanding how well the eastbound right turn movement operates is not as easy to define, however. While the operational analyses tell us that this movement operates very well, the analysis procedure is not providing a clear picture for two reasons: 1) the operational results for the through/right lane (works poorly) is combined with the eastbound lane that is currently only used for through movements (works well), and 2) the operational software cannot replicate correctly how the eastbound through/right lane is receiving a right turn green arrow that operates at the same time as northbound left turn movements. As such, the operational results for the eastbound right turn movement is providing overly optimistic results.

To understand how well this movement is truly operating and the resultant vehicle queuing that is being experienced, video of the eastbound approach was recorded during the same timeframes when traffic volumes were recorded. The following section summarizes that information.

**Vehicle Queuing – Eastbound Shared Through/Right Lane** – A total of 8 hours of video were observed to understand vehicle queuing for this movement. When a motorist that wants to continue straight through the intersection is stopped in the through/right lane, vehicle queuing occurs since most motorists on the eastbound approach want to make right turn movements. As such, motorists attempting the right turn are queuing towards the west along Southlands Parkway, sometimes past the Fitzsimmons Credit Union/Chili’s/On The Border driveway entrance. Additionally, there was at least one instance of an eastbound motorist using the adjacent bike lane to proceed around a stopped through vehicle.



**Figure 1. Existing Traffic Volumes**



To quantify the queuing that is experienced, the following table summarizes:

- The number of times during each recorded hour that queues were developed due to through vehicles blocking a motorist from completing a right turn movement,
- The number of vehicles in the queue,
- The maximum queue, and
- The approximate maximum queue location.

**Table I. Recorded Vehicle Queuing Data**

Time Period	Number of Queue Occurrences Due to Right Turn Blockage	Number of Vehicles in the Queue	Maximum Queue Length	Approximate Maximum Queue Location
<b>Weekday (Thursday)</b>				
4:00pm – 5:00pm	10	1 to 13	340'	105' Beyond Retail Driveway
5:00pm – 6:00pm	5	2 to 10	240'	West Edge of Retail Driveway
<b>Saturday</b>				
11:30am – 12:30pm	15	1 to 14	340'	105' Beyond Retail Driveway
12:30pm – 1:30pm	17	3 to 14	340'	
1:30pm – 2:30pm	16	3 to 17	460'	225' Beyond Retail Driveway
3:30pm – 4:30pm	17	1 to 10	245'	Across Retail Driveway
4:30pm – 5:30pm	13	1 to 9	225'	Middle of Retail Driveway
5:30pm – 6:30pm	12	4 to 12	255'	15' Beyond Retail Driveway

Of the total number of queue occurrences (105), 30 of them extended into or past the Fitzsimmons Credit Union/Chili's/On The Border driveway, about 29% of the time. As can be imagined, interference with driveway movements can cause intersection congestion or potential safety issues. The adjacent photo shows an example of queuing into the driveway during the Thursday PM period.



**Figure 2. Driveway Blockage Example**

## II. PROJECTED CONDITIONS

No changes have been made to reflect revisions to existing traffic volumes since the operational changes would be an immediate undertaking.

**Operational Analyses** – An operational analysis was conducted for the proposed lane configuration on Southlands Parkway to understand projected vehicle queue lengths if the shared through/right lane is revised to an exclusive right turn lane and eastbound motorists wanting to continue straight through the intersection will use only the remaining one through lane.

The results of this analysis find that:

- Good levels of service for the entire intersection will continue with no LOS changes in either peak hour; overall intersection delay is reduced slightly (less than 2 seconds in either peak hour)
- The remaining eastbound through lane will operate at LOS C or better during each peak hour (same as existing)
- The eastbound exclusive right turn movement will operate at LOS A during each peak hour

95<sup>th</sup> percentile vehicle queuing estimates find that the eastbound right turn vehicle queue will be reduced to a range of 33' to 40', approximately 1-2 vehicles. Queuing in the eastbound through lane is projected to be less than 100'. **Attachment A** to this report includes the LOS analysis worksheets for both Existing and Proposed conditions.

Given these results, it is clear that making the lane assignment change can provide good operational results and it will reduce vehicle queuing quite substantially when compared to the current shared through/right lane configuration.

## III. INFRASTRUCTURE REVISIONS

With any lane assignment revision, careful attention must be paid to changes in traffic control signing, pavement markings, and traffic signal operations. To that end, **Attachment B** provides the existing and proposed conditions and the recommendations for infrastructure changes. Those changes can be summarized as:

### Traffic Control Signing

- Install lane use control signs and Right Lane Must Turn Right signs.
- Install signs near State Avenue to warn motorists of the upcoming lane assignment change. These signs can be removed after a certain amount of time once motorists become accustomed to the lane use change.

### Pavement Markings

- Extend the existing channelizing line between the through lane and the shared through/right lane to clearly define the separation of the through and exclusive right turn lanes.
- Install a dotted line extension to provide additional warning to motorists in advance of the lane use change.
- Install right turn pavement marking arrows and ONLY stencil markings in the exclusive right turn lane.

April x, 2021

Ms. Ann Finn

Page 5

### **Traffic Signal Operations**

- Reset the existing 3-section mast arm traffic signal head over the exclusive eastbound through lane.
- Add a 5-section traffic signal head with green and yellow right turn arrows on the signal pole mast arm over the exclusive eastbound right turn lane (same as the northbound traffic signal head for the northbound right turn movement); operate this traffic signal head in conjunction with the eastbound 5-section traffic signal head that is on the traffic signal pole in the southeast corner of the intersection.
- All other traffic signal operational parameters can remain unchanged.

## **IV. SUMMARY & RECOMMENDATIONS**

There is recorded data that confirms poor vehicle operations and excessive vehicle queuing resulting from motorists attempting straight movements across Main Street from the shared through/right turn lane. A single motorist attempting this movement can cause undue delay and long vehicle queues for those motorists wanting to make right turn movements towards Smoky Hill Road.

Analyses conducted to evaluate the conversion of the shared through/right lane to an exclusive right turn lane find that there will be no changes to how well the entire intersection operates during peak travel times, and that there is a projected large benefit in reduced delay and vehicle queuing for those motorists attempting the right turn movement.

As such, it is recommended that the operational and physical changes for the eastbound approach to the Southlands Parkway/Main Street intersection be undertaken as identified in this letter and as displayed in **Appendix B**.

Thank you again for allowing us to offer our services.

Respectfully,

**FELSBURG HOLT & ULLEVIG**

Richard R. Follmer, PE PTOE  
Associate

Attachments

**ATTACHMENT A**

**LEVEL OF SERVICE WORKSHEETS**

Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Existing Conditions - Weekday PM Hour

03/26/2021



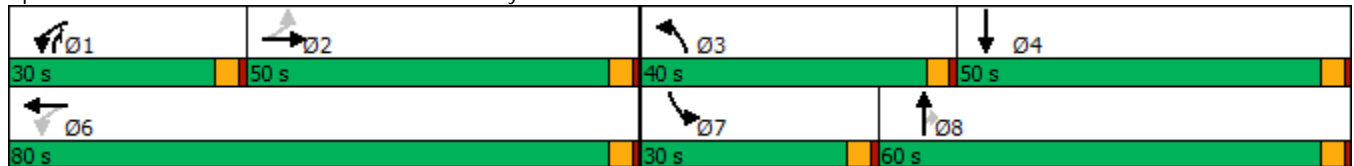
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↖↗		↖	↖↗		↖↗	↑	↖↗	↖	↗	
Traffic Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Future Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Satd. Flow (prot)	1770	3017	0	1770	3294	0	3433	1863	2787	1770	1850	0
Flt Permitted	0.711			0.521			0.950			0.950		
Satd. Flow (perm)	1319	3017	0	969	3294	0	3433	1863	2692	1757	1850	0
Satd. Flow (RTOR)		268			27				222		1	
Lane Group Flow (vph)	3	296	0	329	67	0	202	126	222	10	84	0
Turn Type	Perm	NA		pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2		1	6		3	8	1	7	4	
Permitted Phases	2			6					8			
Total Split (s)	50.0	50.0		30.0	80.0		40.0	60.0	30.0	30.0	50.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effct Green (s)	57.4	57.4		76.1	76.1		11.9	24.9	39.6	6.2	11.2	
Actuated g/C Ratio	0.52	0.52		0.68	0.68		0.11	0.22	0.36	0.06	0.10	
v/c Ratio	0.00	0.18		0.43	0.03		0.55	0.30	0.20	0.10	0.45	
Control Delay	17.0	3.3		9.1	4.3		53.3	39.1	3.2	53.3	55.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	17.0	3.3		9.1	4.3		53.3	39.1	3.2	53.3	55.0	
LOS	B	A		A	A		D	D	A	D	D	
Approach Delay		3.4			8.3			29.8			54.8	
Approach LOS		A			A			C			D	
Queue Length 50th (ft)	1	4		79	4		71	73	0	7	57	
Queue Length 95th (ft)	7	32		118	11		112	143	26	26	110	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	681	1687		850	2262		1112	939	1376	414	766	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.00	0.18		0.39	0.03		0.18	0.13	0.16	0.02	0.11	

Intersection Summary

Cycle Length: 170  
 Actuated Cycle Length: 111.2  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.55  
 Intersection Signal Delay: 19.3  
 Intersection Capacity Utilization 51.4%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service A

Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Existing Conditions - Saturday Noon Hour

03/29/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕		↖	↕		↖	↕	↖	↖	↖	↕
Traffic Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Future Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Satd. Flow (prot)	1770	3132	0	1770	3198	0	3433	1863	2787	1770	1824	0
Flt Permitted	0.661			0.399			0.950			0.950		
Satd. Flow (perm)	1129	3132	0	743	3198	0	3367	1863	2550	1715	1824	0
Satd. Flow (RTOR)		328			53				300		4	
Lane Group Flow (vph)	10	426	0	496	144	0	269	183	300	29	137	0
Turn Type	Perm	NA		pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2		1	6		3	8	1	7	4	
Permitted Phases	2			6					8			
Total Split (s)	45.0	45.0		25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effect Green (s)	41.1	41.1		66.2	66.2		13.6	23.8	44.9	7.3	13.4	
Actuated g/C Ratio	0.39	0.39		0.63	0.63		0.13	0.23	0.43	0.07	0.13	
v/c Ratio	0.02	0.30		0.74	0.07		0.61	0.43	0.23	0.24	0.58	
Control Delay	22.6	6.4		19.3	5.7		49.8	39.9	2.6	52.6	52.8	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	22.6	6.4		19.3	5.7		49.8	39.9	2.6	52.6	52.8	
LOS	C	A		B	A		D	D	A	D	D	
Approach Delay		6.8			16.2			28.6			52.7	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	4	21		156	11		88	112	0	19	85	
Queue Length 95th (ft)	17	60		229	23		137	184	26	51	154	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	441	1424		673	2032		1014	728	1308	354	542	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.02	0.30		0.74	0.07		0.27	0.25	0.23	0.08	0.25	

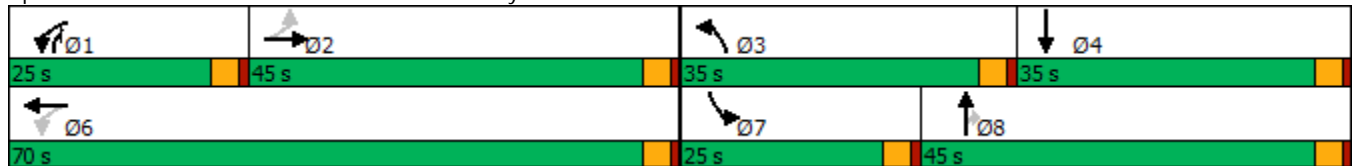
Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 105.2  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.74  
 Intersection Signal Delay: 21.8  
 Intersection Capacity Utilization 64.1%  
 Analysis Period (min) 15

Intersection LOS: C

ICU Level of Service C

Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Existing Conditions - Saturday PM Hour

03/29/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕		↖	↕		↖	↕	↖	↖	↖	↕
Traffic Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Future Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Satd. Flow (prot)	1770	3093	0	1770	3291	0	3433	1863	2787	1770	1846	0
Flt Permitted	0.675			0.415			0.950			0.950		
Satd. Flow (perm)	1257	3093	0	773	3291	0	3433	1863	2657	1746	1846	0
Satd. Flow (RTOR)		341			57				269		2	
Lane Group Flow (vph)	4	405	0	474	122	0	238	155	269	21	121	0
Turn Type	Perm	NA		pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2		1	6		3	8	1	7	4	
Permitted Phases	2			6					8			
Total Split (s)	45.0	45.0		25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effect Green (s)	41.1	41.1		66.1	66.1		12.5	24.4	45.4	6.8	12.5	
Actuated g/C Ratio	0.40	0.40		0.64	0.64		0.12	0.24	0.44	0.07	0.12	
v/c Ratio	0.01	0.28		0.68	0.06		0.57	0.35	0.20	0.18	0.54	
Control Delay	21.2	4.9		15.6	4.6		48.9	36.9	2.6	50.6	51.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	21.2	4.9		15.6	4.6		48.9	36.9	2.6	50.6	51.6	
LOS	C	A		B	A		D	D	A	D	D	
Approach Delay		5.1			13.3			27.3			51.4	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	2	13		137	7		76	80	0	13	75	
Queue Length 95th (ft)	10	48		201	17		121	158	25	40	138	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	501	1437		699	2131		1034	742	1347	361	557	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.01	0.28		0.68	0.06		0.23	0.21	0.20	0.06	0.22	

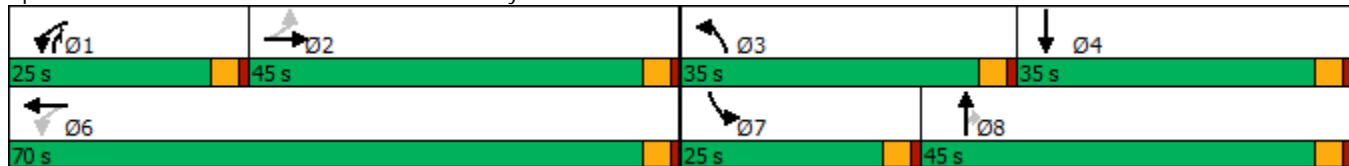
Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 103.1  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.68  
 Intersection Signal Delay: 19.5  
 Intersection Capacity Utilization 58.3%  
 Analysis Period (min) 15

Intersection LOS: B

ICU Level of Service B

Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Proposed Conditions - Weekday PM Hour

03/29/2021



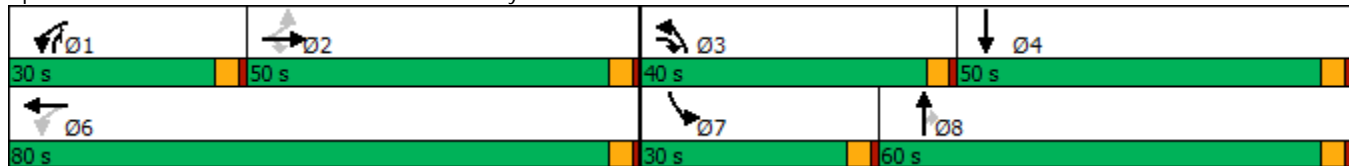
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↑	↗	↖	↗	
Traffic Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Future Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Satd. Flow (prot)	1770	1863	1583	1770	3294	0	3433	1863	2787	1770	1850	0
Flt Permitted	0.711			0.691			0.950			0.950		
Satd. Flow (perm)	1319	1863	1560	1284	3294	0	3433	1863	2692	1757	1850	0
Satd. Flow (RTOR)			268		27				222		1	
Lane Group Flow (vph)	3	28	268	329	67	0	202	126	222	10	84	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2	3	1	6		3	8	1	7	4	
Permitted Phases	2		2	6				8				
Total Split (s)	50.0	50.0	40.0	30.0	80.0		40.0	60.0	30.0	30.0	50.0	
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effct Green (s)	57.4	57.4	69.3	76.1	76.1		11.9	24.9	39.6	6.2	11.2	
Actuated g/C Ratio	0.52	0.52	0.62	0.68	0.68		0.11	0.22	0.36	0.06	0.10	
v/c Ratio	0.00	0.03	0.25	0.35	0.03		0.55	0.30	0.20	0.10	0.45	
Control Delay	17.0	16.2	1.8	8.4	4.3		53.3	39.1	3.2	53.3	55.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	17.0	16.2	1.8	8.4	4.3		53.3	39.1	3.2	53.3	55.0	
LOS	B	B	A	A	A		D	D	A	D	D	
Approach Delay		3.3			7.7			29.8			54.8	
Approach LOS		A			A			C			D	
Queue Length 50th (ft)	1	9	0	79	4		71	73	0	7	57	
Queue Length 95th (ft)	7	30	33	118	11		112	143	26	26	110	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	681	962	1361	992	2262		1112	939	1376	414	766	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.00	0.03	0.20	0.33	0.03		0.18	0.13	0.16	0.02	0.11	

Intersection Summary

Cycle Length: 170  
 Actuated Cycle Length: 111.2  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.55  
 Intersection Signal Delay: 19.1  
 Intersection Capacity Utilization 48.4%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service A

Splits and Phases: 1: Main St. & Southlands Pkwy.





Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Proposed Conditions - Saturday Noon Hour

03/29/2021



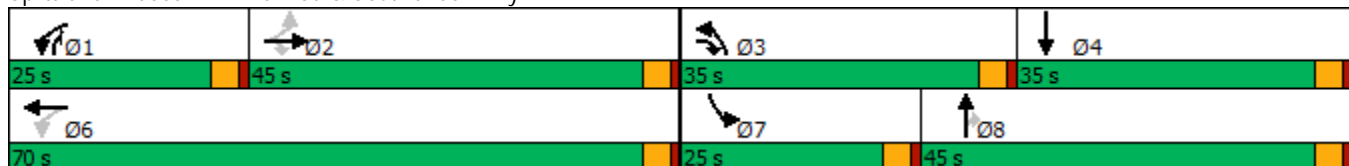
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Future Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Satd. Flow (prot)	1770	1863	1583	1770	3198	0	3433	1863	2787	1770	1824	0
Flt Permitted	0.661			0.635			0.950			0.950		
Satd. Flow (perm)	1129	1863	1583	1183	3198	0	3367	1863	2550	1715	1824	0
Satd. Flow (RTOR)			328		53				300		4	
Lane Group Flow (vph)	10	98	328	496	144	0	269	183	300	29	137	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2	3	1	6		3	8	1	7	4	
Permitted Phases	2		2	6					8			
Total Split (s)	45.0	45.0	35.0	25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effct Green (s)	43.3	43.3	61.0	66.2	66.2		13.7	24.0	43.0	7.3	13.4	
Actuated g/C Ratio	0.41	0.41	0.58	0.63	0.63		0.13	0.23	0.41	0.07	0.13	
v/c Ratio	0.02	0.13	0.31	0.58	0.07		0.60	0.43	0.24	0.24	0.58	
Control Delay	22.8	22.5	2.2	14.5	5.8		49.5	39.7	2.6	52.8	53.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	22.8	22.5	2.2	14.5	5.8		49.5	39.7	2.6	52.8	53.0	
LOS	C	C	A	B	A		D	D	A	D	D	
Approach Delay		7.2			12.5			28.4			53.0	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	4	41	0	156	11		88	112	0	19	85	
Queue Length 95th (ft)	17	89	40	234	23		137	184	26	50	156	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	463	764	1261	860	2029		1013	727	1310	353	541	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.02	0.13	0.26	0.58	0.07		0.27	0.25	0.23	0.08	0.25	

Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 105.4  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.60  
 Intersection Signal Delay: 20.7  
 Intersection Capacity Utilization 60.2%  
 Analysis Period (min) 15

Intersection LOS: C  
 ICU Level of Service B

Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersestion

Proposed Conditions - Saturday PM Hour

03/29/2021



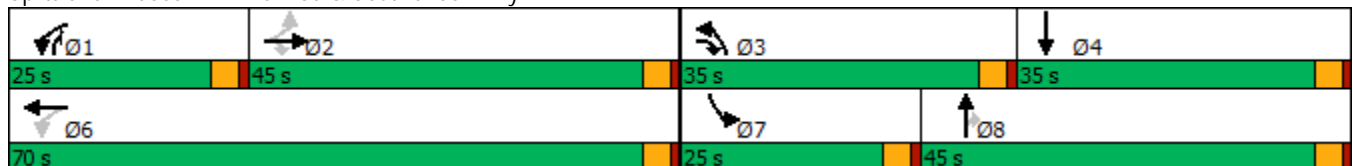
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↑	↗	↖	↗	
Traffic Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Future Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Satd. Flow (prot)	1770	1863	1583	1770	3291	0	3433	1863	2787	1770	1846	0
Flt Permitted	0.675			0.656			0.950			0.950		
Satd. Flow (perm)	1257	1863	1583	1222	3291	0	3433	1863	2657	1746	1846	0
Satd. Flow (RTOR)			341		57				269		2	
Lane Group Flow (vph)	4	64	341	474	122	0	238	155	269	21	121	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2	3	1	6		3	8	1	7	4	
Permitted Phases	2		2	6					8			
Total Split (s)	45.0	45.0	35.0	25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effect Green (s)	43.9	43.9	60.5	66.2	66.2		12.6	24.6	42.8	6.8	12.5	
Actuated g/C Ratio	0.42	0.42	0.59	0.64	0.64		0.12	0.24	0.41	0.07	0.12	
v/c Ratio	0.01	0.08	0.32	0.54	0.06		0.57	0.35	0.21	0.18	0.54	
Control Delay	21.5	21.1	2.1	12.6	4.7		48.6	36.7	2.6	50.8	51.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	21.5	21.1	2.1	12.6	4.7		48.6	36.7	2.6	50.8	51.8	
LOS	C	C	A	B	A		D	D	A	D	D	
Approach Delay		5.3			11.0			27.1			51.6	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	2	25	0	137	7		76	80	0	13	75	
Queue Length 95th (ft)	10	61	40	206	17		121	157	25	41	139	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	533	791	1290	894	2128		1032	740	1349	360	556	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.01	0.08	0.26	0.53	0.06		0.23	0.21	0.20	0.06	0.22	

Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 103.3  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.57  
 Intersection Signal Delay: 18.8  
 Intersection Capacity Utilization 58.8%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service B

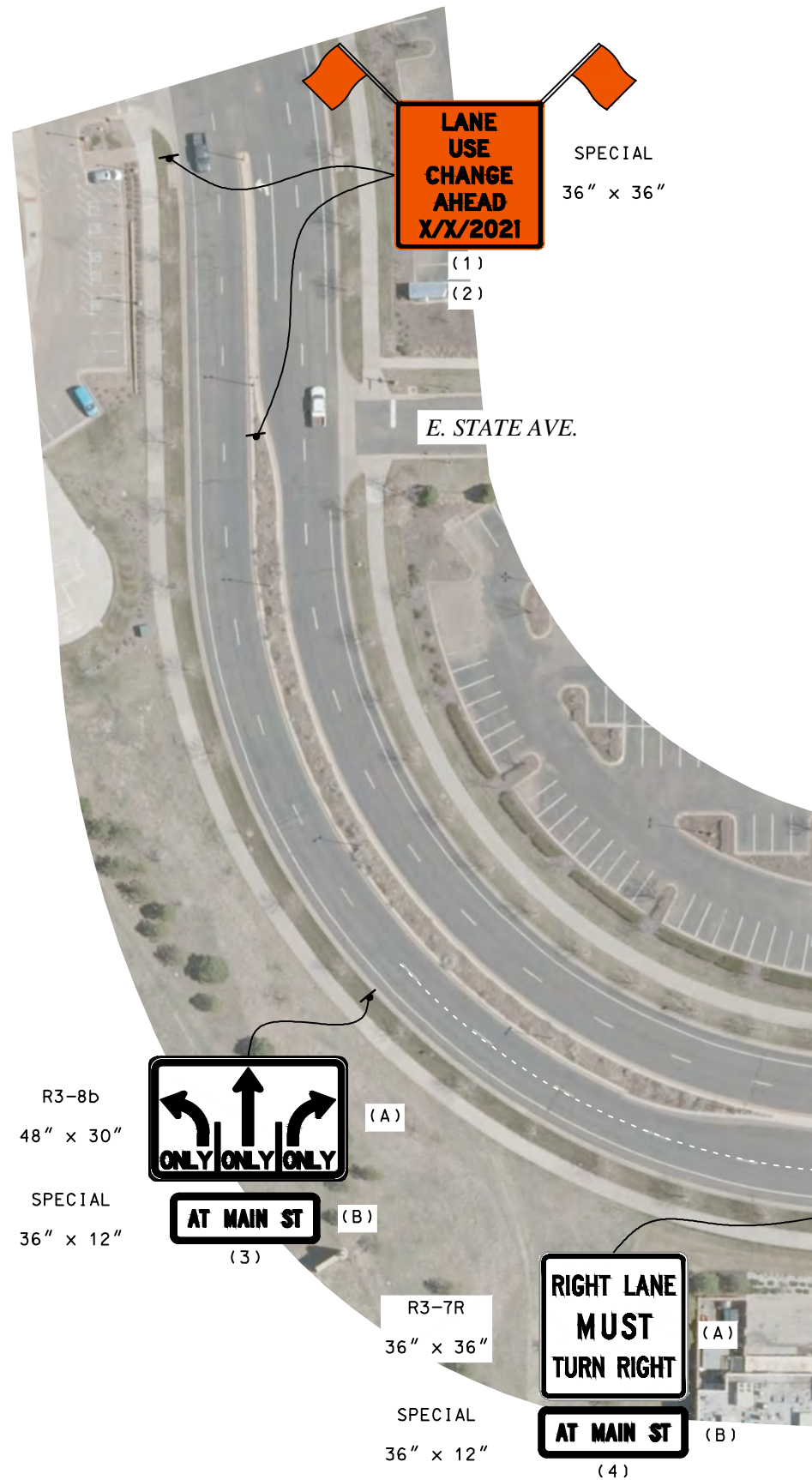
Splits and Phases: 1: Main St. & Southlands Pkwy.



**ATTACHMENT B**

**INFRASTRUCTURE REVISIONS**

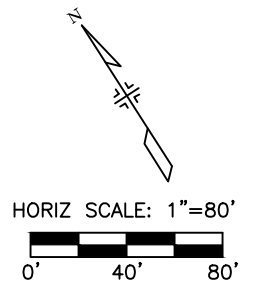
SUMMARY OF TRAFFIC ENGINEERING ITEMS



SIGNS									
SIGN NUMBER	PLAN SHEET	SIGN DESIGNATION	Legend	SIGN PANEL SIZE		614-00014	614-00014	614-00216	
				W" x H"	SF	SIGN PANEL CLASS 1	SIGN PANEL CLASS 1	STEEL SIGN POST (2X2 INCH TUBING) (POST AND SLIPBASE)	
1	SS-01	SPECIAL	LANE USE CHANGE AHEAD	36	x	36	9		11
2	SS-01	SPECIAL	LANE USE CHANGE AHEAD	36	x	36	9		11
3A	SS-01	R3-9b	LANE USE CONTROL SIGN	48	x	30		10	
3B		SPECIAL	AT MAIN ST	36	x	12	3		23
4A	SS-01	R3-7R	RIGHT LANE MUST TURN RIGHT	36		36	9		
4B		SPECIAL	AT MAIN ST	36		12	3		12
5	SS-01	R3-9b	LANE USE CONTROL SIGN	48	x	30		10	21
6	SS-01	R3-7R	RIGHT LANE MUST TURN RIGHT	36	x	36	9		11
7	SS-02	R3-8a	LANE USE CONTROL SIGN	30		36	7.5		
8	SS-02	R3-5R	LANE USE CONTROL SIGN	30		36	7.5		
TOTAL							57	20	89

PAVEMENT MARKINGS					
PAVEMENT MARKING DESCRIPTION	PAVEMENT MARKING (SF)	627-00005		627-30205	
		EPOXY PAVEMENT MARKING (GAL)	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL) (SF)	SUBTOTAL	TOTAL
DOTTED EXTENSION LINE (SOLID WHITE, 8" WIDE, 2' SEGMENTS 4' GAPS, 320 LF)	72	1			
CHANNELIZING LINE (SOLID WHITE, 8"WIDE, 200 LF)	134	2			
RIGHT TURN ARROW (SOLID WHITE, 3 EA)	48.3			48.3	
ONLY SYMBOL (SOLID WHITE, 2 EA)	45			45	93.3

SIGNAL			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
210-00831	RESET SIGNAL HEAD	EACH	1
614-10160	SIGNAL HEAD BACKPLATES	EACH	1
614-70560	TRAFFIC SIGNAL FACE (12-12-12-12-12)	EACH	1



I:\121070-01 Southlands-Main Street Laneage Analysis\CAD\Drawings\121070-01 SS-01\_3/31/2021 12:44:16 PM David Marsh

Print Date: 3/31/2021  
 File Name: 121070-01 SS-01.dwg  
 Horizontal Scale: 1" = 80' Vertical Scale: N/A

6400 S Fiddlers Green Circle, Suite 1500  
 Greenwood Village, CO 80111  
 Phone: 303.721.1440  
 www.FHUENG.com

Sheet Revisions			
Date	Comments	Initials	

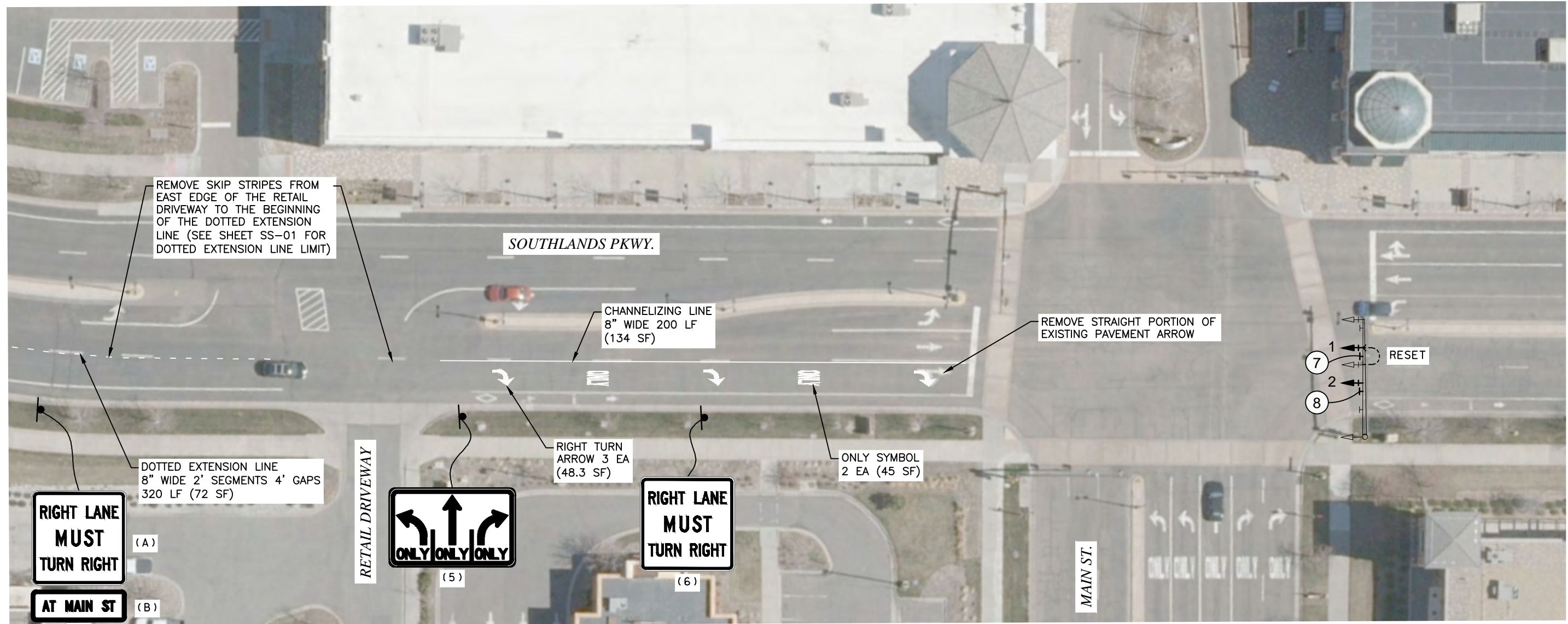
**SOUTHLANDS METROPOLITAN DISTRICT No. 1**  
 141 UNION BLVD. SUITE 150  
 LAKEWOOD, CO 80228  
 303-987-0835

No Revisions:	
Revised:	
Void:	

**SOUTHLANDS PKWY/MAIN ST. LANE ASSIGNMENT PROPOSED IMPROVEMENTS**

Designer:	RRF	Structure Numbers	
Detailer:	DEM	Sheets:	SS-01 of 02
Subset:	TRAFFIC		

Project No.	-
Sheet Number	1



**RIGHT LANE MUST TURN RIGHT**  
(A)  
**AT MAIN ST**  
(B)  
(4)

DOTTED EXTENSION LINE  
8" WIDE 2' SEGMENTS 4' GAPS  
320 LF (72 SF)

RETAIL DRIVEWAY

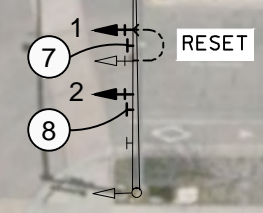
**ONLY ONLY ONLY**  
(5)

RIGHT TURN ARROW 3 EA  
(48.3 SF)

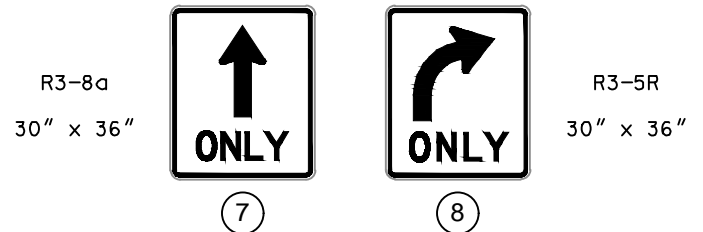
**RIGHT LANE MUST TURN RIGHT**  
(6)

ONLY SYMBOL 2 EA (45 SF)

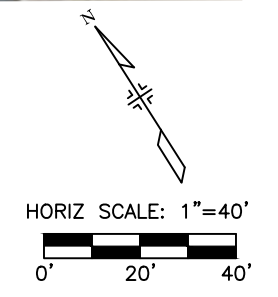
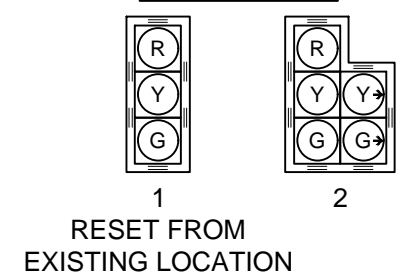
REMOVE STRAIGHT PORTION OF EXISTING PAVEMENT ARROW



**PROPOSED SIGNS**



**SIGNAL HEADS**



I:\121070-01\_Southlands-Main Street\_Laneage\_Analysis\CAAD\Traffic\_JIS\Drawings\121070-01\_SS-02\_3/31/2021 12:44:40 PM\_David.Marsh

Print Date: 3/31/2021
File Name: 121070-01 SS-02.dwg
Horizontal Scale: 1" = 40' Vertical Scale: N/A
6400 S Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com

Sheet Revisions		
Date	Comments	Initials

**SOUTHLANDS METROPOLITAN DISTRICT No. 1**  
141 UNION BLVD. SUITE 150  
LAKEWOOD, CO 80228  
303-987-0835

No Revisions:
Revised:
Void:

<b>SOUTHLANDS PKWY/MAIN ST. LANE ASSIGNMENT PROPOSED IMPROVEMENTS</b>		
Designer:	RRF	Structure Numbers
Detailer:	DEM	
Subset:	TRAFFIC	Sheets: SS-02 of 02

Project No.	-
Sheet Number	2



April 20, 2021

Ms. Ann Finn  
District Manager  
Southlands Metropolitan District No. 1  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228

Re: **Addendum Request #1 for Traffic Engineering Services –**  
Southlands Parkway/Main Street Intersection – Southlands Mall in Aurora, Colorado

Dear Ms. Finn:

As you know, FHU has been assisting you with analyses and plan preparation to revise the roadway lane assignment at the Southlands Parkway/Main Street intersection within the Southland Mall street network. We have received comments from the City of Aurora and discussed them during our TEAMS call on April 13, 2021, As such, there are revisions we need to make to the analysis letter and design plans to address the City’s comments.

As you know, we have exhausted our original budget to reach this point. As a result, we respectfully request a budget addendum to address the City of Aurora comments. Below is a budget summary to complete these efforts. Of course, we hope that after these revisions, the City will be satisfied with the results and will not require any further revisions. But if they do, we may need to address our budget again.

**Budget Summary**

The budget addendum request for the revisions is \$2,000.00.

Original Contract Amount = \$6,000.00  
Addendum #1 Request = \$2,000.00  
Revised Contract Amount = \$8,000.00

If the conditions of this proposal are acceptable, please sign on the space below and return as our contract for services, keeping a copy for your files. By signing this proposal, you agree to the terms and conditions of the attached Letter Agreement Standard Provisions. If you have any questions, please do not hesitate to call me.

Thank you again for allowing us to offer our services.

Respectfully,

**FELSBURG HOLT & ULLEVIG**

**SOUTHLANDS METROPOLITAN  
DISTRICT NO. 1**

Richard R. Follmer, PE, PTOE  
Associate

Accepted By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Letter Agreement Standard Provisions

## A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

## B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

## C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

## D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

## E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

## F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

## G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

## H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Colorado; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

## I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

## J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

#### **K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Colorado.

#### **L. SUCCESSORS AND ASSIGNS**

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

#### **M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

#### **N. NOTICES**

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

#### **O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY**

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.





Ann J. Finn  
District Manager  
Southlands Metropolitan District No. 1  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

Dear Ms. Finn,

We are pleased to present our proposal to offer our services to the Southlands Metropolitan District to inspect and analyze one signal pole structure at S Southlands Parkway and S Main Street. Per your request, the following is our task description with the cost estimate to perform the work.

**Scope of the Project and Fee Estimate**

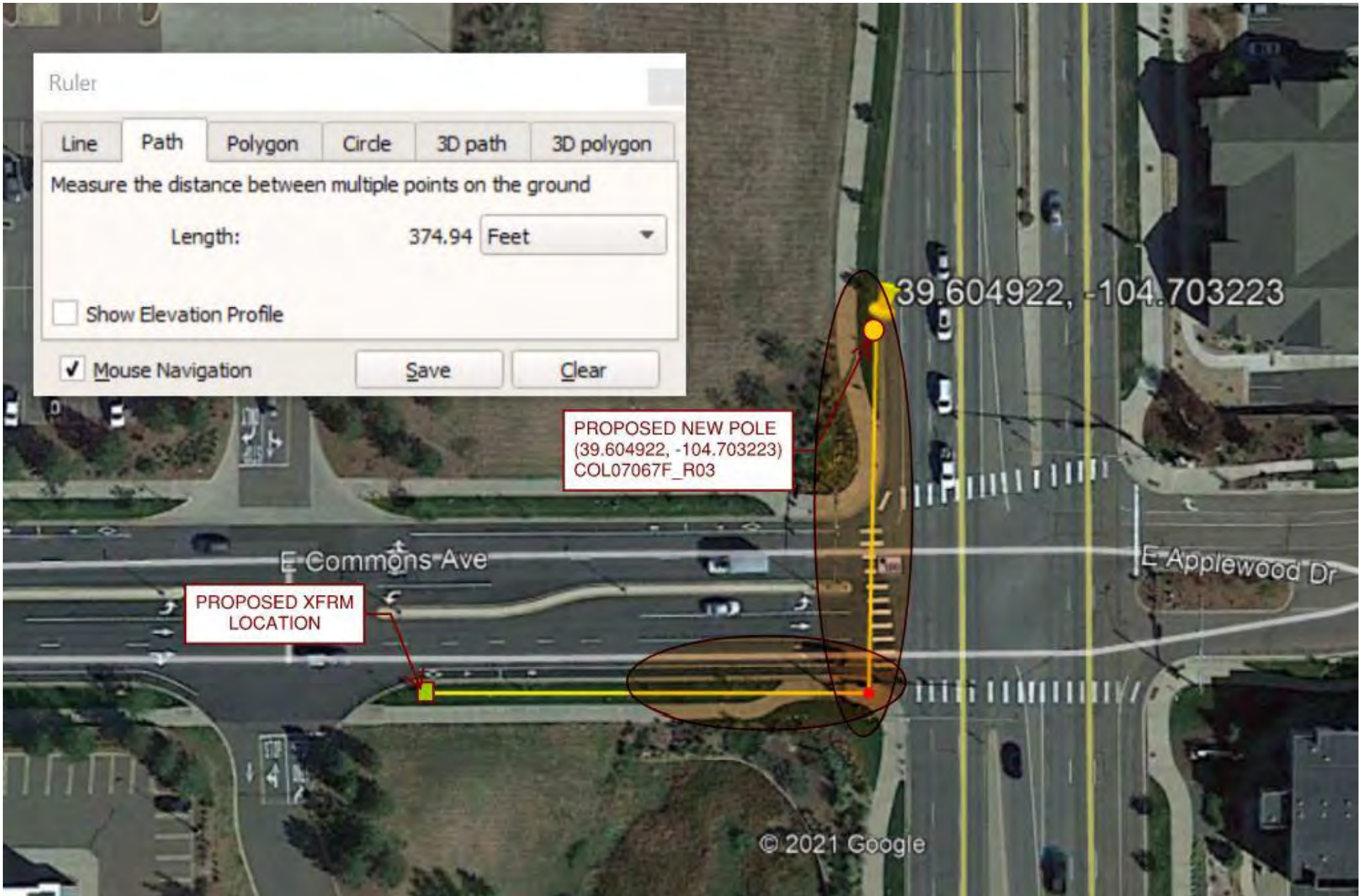
1. Collins Engineers will perform the following tasks:
  - Inspection of (1) column and mast arm structure determining thickness, diameter, lengths, and any deficiencies that will affect the structural integrity of the structure.
  - Perform caisson analysis to determine depth, deficiencies, or irregularities using NDT methods by a subconsultant, Olson Engineering.
  - Analyze the (1) column, mast arm, and caisson structure to determine if they are structurally capable of carrying loads provided by Southlands Metro District. Collins Engineers will finalize a report with the findings which will be stamped by a CO professional engineer.

TASK DESCRIPTION	UNIT	COST
Inspection and Analysis of Column and Mast Arm Structure at S Southlands Parkway and S Main Street	Lump Sum	\$3,750

We look forward to providing the Southlands Metropolitan District with our engineering services. Please feel free to contact me if you have any questions. When final purchase order has been signed, Collins can provide a completion date for this work..

Very truly yours,

Bryant E. Walters, PE – Regional Manager



Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between multiple points on the ground

Length: 374.94 Feet

Show Elevation Profile

Mouse Navigation

Save

Clear

PROPOSED NEW POLE  
(39.604922, -104.703223)  
COL07067F\_R03

PROPOSED XFRM  
LOCATION

39.604922, -104.703223

E Commons Ave

E Applewood Dr

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