

# **SOUTHLANDS METROPOLITAN DISTRICT NO. 1**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898

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## **NOTICE OF REGULAR MEETING AND AGENDA**

### **Board of Directors:**

Martin Liles

Skye Bailey

Joyce Rocha

April Elliott

***VACANT***

### **Office:**

President

Vice President

Secretary

Assistant Secretary

### **Term/Expires:**

2022/May 2020

2020/May 2020

2020/May 2020

2022/May 2020

2022/May 2020

DATE: February 18, 2020

TIME: 9:00 a.m.

PLACE: Southlands Shopping Center  
Management Office  
6155 South Main Street, Suite 260  
Aurora, Colorado 80016

## **I. ADMINISTRATIVE MATTERS**

A. Present Disclosures of Potential Conflicts of Interest.

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

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C. Review and approve Minutes of the January 21, 2020 Regular Meeting and January 24, 2020 Special Meeting (enclosures).

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D. Consider appointment of Treasurer.

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E. Discuss insurance claims.

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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 period ending January 31, 2020 totaling \$118,834.89 (enclosure).

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- B. Review and consider approval of the payment of claims for the period ending February 29, 2020 totaling \$282,225.18 (enclosure).

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- C. Review and accept Cash Position Schedule, dated December 31, 2020, updated as of February 7, 2020 and Operations Fee Report (enclosure).

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IV. LEGAL MATTERS

- A. Discuss Special Use Permit and the imposition of fees.

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- B. Consider Approval of Amended and Restated Public Records Request Policy (enclosure).

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- C. Consider Approval of Resolution Designating The District's Website For The Online Posting Of Meeting Notices And 24-Hour Posting Location (enclosure).

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- D. Consider Approval of Resolution Concerning The Location Of Special And Regular Meetings Of The Board Of Directors (enclosure).

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- E. Consider Approval of Independent Contractor Agreement with 505Design Inc. for Consultant Services.

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V. OPERATIONS AND MAINTENANCE

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

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B. Maintenance Report (SDMS):

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1. Medians: Discuss proposal for architectural services (to be distributed).

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2. Detention Ponds: Review scope of work for maintenance work (to be distributed).

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3. Monument Signs: Discuss tree removal v. replacement.

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C. Discuss status of the Pomeroy/Calibre emergency access and detention pond maintenance access plans.

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1. Authorize engagement of a Surveyor for easement agreement.

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D. Review proposals and consider approval of an ICA for engineering services to prepare an easement/maintenance map (enclosures).

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E. Consider approval of an ICA with Millard Mall Services, Inc. for common area cleaning (to be distributed).

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VI. CAPITAL IMPROVEMENTS

- A. Discuss status of the 2020 Capital Improvement Project (the HUB and Landscape Improvements).

1. Ratify Award of Contract (to be distributed).

2. Approve Construction Contract between the District and Hyder Construction (to be distributed).

3. Ratify approval of a proposal from 505Design for preparation of a Landscape Materials Diagram (enclosure).

VII. OTHER MATTERS

- A. Discuss transparency and reconciliation of 2019 contracts.

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 17, 2020.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD JANUARY 21, 2020

A Regular Meeting of the Board of Directors (referred to hereafter as "Board") of the Southlands Metropolitan District No. 1 (referred to hereafter as "District") was convened on Tuesday, the 21st day of January, 2020, at 9:00 a.m., at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Martin Liles  
Skye Bailey  
Michael Sandhoff  
Joyce Rocha  
April Elliott

##### Also In Attendance Were:

Ann E. Finn and Dan Cordova; Special District Management Services, Inc.

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

Thuy Dam; CliftonLarsonAllen, LLP

Augustina Edwards; M & J Wilkow

Laurie Stein; M & J Wilkow (via speakerphone)

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** Ms. Finn noted that a quorum was present. Attorney Waldron advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Waldron reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. 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 Board determined that 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 Regular Meeting.

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

**Minutes:** The Board reviewed the Minutes of the December 17, 2019 Regular Meeting.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Minutes of the December 17, 2019 Regular Meeting were approved, as presented.

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### **PUBLIC COMMENTS**

There were no public comments at this time.

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### **FINANCIAL MATTERS**

**Claims:** Ms. Finn reviewed with the Board the payment of claims for the period ending December 31, 2019, totaling \$121,875.01.

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

**Financial Statements:** Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending November 30, 2019, Cash Position Schedule, updated January 13, 2020 and Operations Fee Report.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending November 30, 2019, Cash Position Schedule, updated January 13, 2020 and Operations Fee Report.

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### **LEGAL MATTERS**

**Revised Special Use Permit:** Attorney Waldron noted that he is currently updating the Special Use Permit to be presented to the Board at its next regular meeting. The Board entered into discussion regarding establishing a fee for the permits. No action was taken by the Board at this time.

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## RECORD OF PROCEEDINGS

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### **OPERATIONS AND MAINTENANCE**

**M & J Wilkow's Maintenance Report:** Director Bailey informed the Board that Comcast has been contacting tenants regarding providing services to their properties. Director Liles noted there is currently a contract with MallCom that needs to be review. No action was taken by the Board.

Director Bailey also noted that M & J Wilkow will be upgrading its site lighting. No action is required by the Board.

#### **Maintenance Report (SDMS):**

**Medians:** Ms. Finn noted that the medians need to be inspected to determine if they are out of compliance with the site plan and a new design needs to be prepared for submittal to the City of Aurora.

Following discussion, upon motion duly made by Director Liles, seconded by Director Sandhoff and, upon vote, unanimously carried, the Board authorized Ms. Finn to obtain a proposal for architectural services for the median renovation project, for an amount not to exceed \$10,000.

**Detention Ponds:** Ms. Finn noted that the scope of work for bidding the work should be completed by the end of the month.

**Pest Control Services:** Ms. Finn reported to the Board that there are voles around the monument signs. Director Bailey noted he will obtain pest control services for the areas.

**Pomeroy/Calibre Emergency Access and Detention Pond Maintenance Access Plans:** Ms. Finn noted for the Board that she met with the developer to discuss the new design for the emergency access road into the boundaries of the District. It was noted that new legal descriptions will be prepared for the easement areas.

**Easement/Maintenance Map:** The Board reviewed a proposal from Manhard Consulting, in the amount of \$10,000 for preparation of an easement/maintenance map. Following discussion, the Board authorized Ms. Finn to obtain an additional proposal and request examples of easement/maintenance maps prepared for other entities.

### **CAPITAL IMPROVEMENTS**

#### **2020 Capital Improvement Project (the HUB and Landscape Improvements):**

**Bid Tabulation and Award of Contracts:** Mr. Cordova presented to the Board a bid tabulation for the Hub and Landscape Project. Following discussion, the

## RECORD OF PROCEEDINGS

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Board determined it needed more details prior to awarding the contract and authorized Mr. Cordova to contact the bidders for the additional information.

Public Art Requirements: The Board discussed the public art requirements. No action was taken by the Board at this time.

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### **OTHER MATTERS**

**Transparency and Reconciliation of 2019 Contracts**: Discussion was deferred.

**Resignation of Director**: Director Sandoff presented his Letter of Resignation to the Board. Following discussion, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Board acknowledged Director Sandoff's resignation, effective upon adjournment of the January 21, 2020 Board meeting. The Board thanked Director Sandoff for his service on the Board.

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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

## 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 JANUARY 24, 2020

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 Friday, the 24th day of January, 2020, at 10:00 a.m., at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

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#### **ATTENDANCE**

##### **Directors In Attendance Were:**

Martin Liles  
Skye Bailey  
Joyce Rocha  
April Elliott

##### **Also In Attendance Were:**

Ann E. Finn and Dan Cordova; Special District Management Services, Inc.

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

Augustina Edwards; M & J Wilkow

Laurie Stein; M & J Wilkow (via speakerphone)

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#### **DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

**Disclosure of Potential Conflicts of Interest:** Ms. Finn noted that a quorum was present. Attorney Waldron advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Attorney Waldron reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. 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 Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

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## 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 Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Agenda was approved, as presented.

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### **PUBLIC COMMENTS**

There were no public comments at this time.

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### **CAPITAL IMPROVEMENTS**

#### **2020 Capital Improvement Project (the HUB and Landscape Improvements):**

**Award of Contract(s):** Mr. Cordova presented additional information to the Board concerning the bids for the Hub and Landscape Project. The Board discussion the information and directed staff to contact Hyder Construction regarding the management fee if awarded both Schedule A and B.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Bailey and, upon vote, unanimously carried, the Board awarded the contract to Hyder Construction for both Schedule A and B, subject to receipt of a detailed bid tab and confirmation of the management fee.

Following additional discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board authorized Director Liles to sign and coordinate the Notice of Award and Notice to Proceed to Hyder Construction. It was also noted that the work needs to be completed 111 days after the Notice to Proceed has been issued.

**Public Art Requirements:** Discussion was deferred.

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### **OTHER MATTERS**

**Transparency and Reconciliation of 2019 Contracts:** Ms. Finn and Attorney Waldron discussed with the Board the need for full transparency with all matters concerning the District. Following discussion, the Board agreed and directed April Elliot with M & J Wilkow to provide copies of all contracts and invoices for contractors that are engaged by both the District and M&J Wilkow.

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### **ADJOURNMENT**

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

## RECORD OF PROCEEDINGS

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Respectfully submitted,

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

Southlands Metropolitan District No. 1  
January-20

	General	Debt	Capital	Totals
Disbursements	\$ 110,486.66	\$ -	\$ 5,810.39	\$ 116,297.05
Xcel - Auto Pay		\$ -	\$ -	\$ -
Aurora Water - Auto Pay	\$ 2,537.84	\$ -	\$ -	\$ 2,537.84
<b>Total Disbursements from Checking Acct</b>	<b>\$ 113,024.50</b>	<b>\$ -</b>	<b>\$ 5,810.39</b>	<b>\$ 118,834.89</b>

Vendor	Invoice #	Date	Due Date	Amount	Account Number
front range asphalt maintenance, LLC	19443C	8/20/2019	1/13/2020	\$ 12,557.00	117586
front range asphalt maintenance, LLC	19443D	8/20/2019	1/13/2020	\$ 1,665.00	117586
Allied Universal	9592817	12/26/2019	1/15/2020	\$ 5,157.44	117806
Aurora Media Group	97408	12/17/2019	1/15/2020	\$ 88.55	307862
Brody Chemical	476455	11/30/2019	1/15/2020	\$ 104.99	117582
Brody Chemical	477985	12/31/2019	1/15/2020	\$ 104.99	117582
Brody Chemical	476866	12/4/2019	1/15/2020	\$ 4,455.79	117807
Brody Chemical	475131	10/31/2019	1/15/2020	\$ 104.99	117582
Brody Chemical	474923	10/28/2019	1/15/2020	\$ 2,230.39	117807
Colorado Special Districts Property and Liability Pool	POL-0003505	1/1/2020	1/15/2020	\$ 31,965.00	107360
Common Area Maintenance Services	M12012107	12/1/2019	1/15/2020	\$ 1,905.00	117808
Common Area Maintenance Services	M01012197	1/1/2020	1/15/2020	\$ 1,905.00	117808
Deck The Malls Inc.	19-0098	11/15/2019	1/15/2020	\$ 10,400.00	117587
Dewberry Engineers, Inc.	1733041	9/10/2019	1/15/2020	\$ 2,277.50	117582
Dodge Data & Analytics	A40020636	12/23/2019	1/15/2020	\$ 150.96	307862
Millard Mall Services	76817	1/3/2020	1/15/2020	\$ 15,408.12	117802
Special District Management Services, Inc.	09/2019 PM	9/30/2019	1/15/2020	\$ 3,002.76	117805
Special District Management Services, Inc.	12/2019 PM	12/31/2019	1/15/2020	\$ 3,161.64	117805
Special District Management Services, Inc.	12/2019 DM	12/31/2019	1/15/2020	\$ 8,695.56	107440
Utility Notification Center of Colorado	219101056	10/31/2019	1/15/2020	\$ 5.68	117582
Utility Notification Center of Colorado	219110995	11/30/2019	1/15/2020	\$ 31.24	117582
Utility Notification Center of Colorado	219120979	12/31/2019	1/15/2020	\$ 14.20	117582
W.L. Contractors, Inc.	34720	12/31/2019	1/15/2020	\$ 208.05	117809
White, Bear & Ankele PC	8505	12/31/2019	1/15/2020	\$ 4,450.49	107460
White, Bear & Ankele PC	8505	12/31/2019	1/15/2020	\$ 5,570.88	307862
White, Bear & Ankele PC	8473	12/31/2019	1/15/2020	\$ 150.00	107460
Xcel Energy	12/2019	12/31/2019	1/15/2020	\$ 2,537.84	117701
Yesco	INY-0190195	10/31/2019	1/15/2020	\$ 525.83	117582
				<b>\$ 118,834.89</b>	

**Southlands Metropolitan District No. 1**  
**February-20**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 277,015.32	\$ -	\$ 2,265.25	\$ 279,280.57
<b>Xcel - Auto Pay</b>	\$ 2,722.13	\$ -	\$ -	\$ 2,722.13
<b>Aurora Water - Auto Pay</b>	\$ 222.48	\$ -	\$ -	\$ 222.48
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<b>Total Disbursements from Checking Acct</b>	<b>\$ 279,959.93</b>	<b>\$ -</b>	<b>\$ 2,265.25</b>	<b>\$ 282,225.18</b>

Southlands Metropolitan District No. 1  
20-Feb

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Allied Universal	9705961	1/30/2020	2/6/2020	\$6,424.08	117806
Allied Universal	9497758	11/28/2019	2/6/2020	\$5,009.76	117806
Brody Chemical	479358	1/31/2020	2/6/2020	\$104.99	117582
City of Aurora	151230 1/20	1/13/2020	2/6/2020	\$17.58	117701
City of Aurora	146452 1/20	1/13/2020	2/6/2020	\$38.04	117701
City of Aurora	152426 1/20	1/13/2020	2/6/2020	\$38.04	117701
City of Aurora	151226 1/20	1/13/2020	2/6/2020	\$17.58	117701
City of Aurora	146368 1/20	1/13/2020	2/6/2020	\$38.04	117701
City of Aurora	150518 1/20	1/13/2020	2/6/2020	\$17.58	117701
City of Aurora	151228	1/13/2020	2/6/2020	\$17.58	117701
City of Aurora	146396 1/20	1/13/2020	2/6/2020	\$-	117701
City of Aurora	142090 1/20	1/13/2020	2/6/2020	\$38.04	117701
CliftonLarsonAllen LLP	2351973	1/13/2020	2/6/2020	\$4,070.90	107000
CliftonLarsonAllen LLP	2351973	1/13/2020	2/6/2020	\$1,160.40	107800
Common Area Maintenance Services	M02012203	2/1/2020	2/6/2020	\$1,905.00	117808
Dewberry Engineers, Inc.	1787536	1/16/2020	2/6/2020	\$3,599.34	117582
Full Spectrum Lighting, Inc	1252	1/28/2020	2/6/2020	\$1,045.00	117855
Full Spectrum Lighting, Inc	1218	1/23/2020	2/6/2020	\$145.00	117855
Full Spectrum Lighting, Inc	1209	1/20/2020	2/6/2020	\$785.00	117855
Full Spectrum Lighting, Inc	1259	1/29/2020	2/6/2020	\$16,983.53	117855
MR/Westco Inc	37056	11/19/2019	2/6/2020	\$2,325.00	107582
Metco Landscape, Inc	540577	12/31/2019	2/6/2020	\$3,731.00	117807
Metco Landscape, Inc	535282	10/28/2019	2/6/2020	\$2,093.00	117807
Metco Landscape, Inc	540579	12/31/2019	2/6/2020	\$9,737.00	117807
Metco Landscape, Inc	538053	11/30/2019	2/6/2020	\$1,421.70	117807
Metco Landscape, Inc	536776	10/31/2019	2/6/2020	\$6,435.00	117807
Metco Landscape, Inc	SM179994	1/1/2020	2/6/2020	\$12,659.00	117585
Metco Landscape, Inc	540581	12/31/2019	2/6/2020	\$798.00	117807
Metco Landscape, Inc	540578	12/31/2019	2/6/2020	\$2,586.50	117807
Metco Landscape, Inc	SM180828	2/1/2020	2/6/2020	\$12,659.00	117585
Metco Landscape, Inc	538051	11/30/2019	2/6/2020	\$1,175.00	117807
Metco Landscape, Inc	540580	12/31/2019	2/6/2020	\$1,260.00	117807
Metco Landscape, Inc	538024	11/30/2019	2/6/2020	\$6,332.20	117807
Mile High Hospitality	2018 GOF Overpayment	2/6/2020	2/6/2020	\$2,103.97 -	
Mile High Hospitality	2018 GOF Refund	2/6/2020	2/6/2020	\$1,895.00 -	
Millard Mall Services	76423	11/2/2019	2/6/2020	\$16,545.39	117802
Millard Mall Services	77014	2/1/2020	2/6/2020	\$17,466.44	117802
SavATree	7086002	10/26/2019	2/6/2020	\$80,833.00	117587
SavATree	7085498	11/5/2019	2/6/2020	\$2,602.00	117587
Special District Management Services, Inc.	01/2020 PM	1/31/2020	2/6/2020	\$3,078.32	117805
Special District Management Services, Inc.	01/2020 DM	1/31/2020	2/6/2020	\$8,493.82	107440
Utility Notification Center of Colorado	220011010	1/31/2020	2/6/2020	\$14.90	117582
Wal-Mart	2018 GOF Refund	2/6/2020	2/6/2020	\$21,459.00 -	
Western Proscapes	52365	12/1/2019	2/6/2020	\$8,656.41	117801
White, Bear & Ankele PC	8943	1/31/2020	2/6/2020	\$4,285.52	107460
White, Bear & Ankele PC	8943	1/31/2020	2/6/2020	\$789.25	307862
White, Bear & Ankele PC	8612	1/31/2020	2/6/2020	\$120.00	107460
White, Bear & Ankele PC	8081	11/30/2019	2/6/2020	\$2,524.72	107460
White, Bear & Ankele PC	8081	11/30/2019	2/6/2020	\$164.00	307862
White, Bear & Ankele PC	7416	10/31/2019	2/6/2020	\$2,491.43	107460
White, Bear & Ankele PC	7416	10/31/2019	2/6/2020	\$1,312.00	307862
Xcel Energy	20-Jan	1/16/2020	2/6/2020	\$2,722.13	117701
				<b>\$282,225.18</b>	

**SOUTHLANDS METROPOLITAN DISTRICT # 1**  
**Schedule of Cash Position**  
**December 31, 2019**  
**Updated as of February 7, 2020**

	General Fund	Operations Fee Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>FirstBank - Checking Account</u></b>					
Balance as of 12/31/2019	\$ 35,817.64	\$ 526,111.68	\$ -	\$ 16,555.37	\$ 578,484.69
Subsequent activities:					
January GOF Deposit	-	215,463.74	-	-	215,463.74
January Bill.com payables	(10,689.77)	(160,236.95)	-	-	(170,926.72)
01/09/20 - Xcel Energy, EFT	-	(2,537.84)	-	-	(2,537.84)
01/24/20 - Directors fees	(538.25)	-	-	-	(538.25)
01/29/20 - Directors fees	(430.60)	-	-	-	(430.60)
<i>Anticipated Balance</i>	<u>24,159.02</u>	<u>578,800.63</u>	<u>-</u>	<u>16,555.37</u>	<u>619,515.02</u>
<b><u>Colotrust</u></b>					
Balance as of 12/31/2019	1,264,563.82	1,046,533.16	58.16	-	2,311,155.14
Subsequent activities:					
01/10/20 - Tax distributions	3,204.57	-	17,852.53	-	21,057.10
01/14/20 - Transfer to A-1 Bond Fund	-	-	(16,303.19)	-	(16,303.19)
01/14/20 - Transfer to A-2 Bond Fund	-	-	(1,607.50)	-	(1,607.50)
01/31/20 - Interest income	1,986.82	1,644.27	-	-	3,631.09
<i>Anticipated Balance</i>	<u>1,269,755.21</u>	<u>1,048,177.43</u>	<u>-</u>	<u>-</u>	<u>2,317,932.64</u>
<b><u>UMB - 2017 A-1 Bond Fund</u></b>					
Balance as of 12/31/2019	-	-	416,178.63	-	416,178.63
Subsequent activities:					
01/14/20 - Transfer from Colotrust	-	-	16,303.19	-	16,303.19
01/31/20 - Interest income	-	-	400.79	-	400.79
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>432,882.61</u>	<u>-</u>	<u>432,882.61</u>
<b><u>UMB - 2017 A-1 Reserve Fund</u></b>					
Balance as of 12/31/2019	-	-	1,689,174.79	-	1,689,174.79
Subsequent activities:					
01/31/20 - Interest income	-	-	1,549.55	-	1,549.55
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,690,724.34</u>	<u>-</u>	<u>1,690,724.34</u>
<b><u>UMB - 2017 A-2 Bond Fund</u></b>					
Balance as of 12/31/2019	-	-	83,119.41	-	83,119.41
Subsequent activities:					
01/14/20 - Transfer from Colotrust	-	-	1,607.50	-	1,607.50
01/31/20 - Interest income	-	-	77.73	-	77.73
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>84,804.64</u>	<u>-</u>	<u>84,804.64</u>
<b><u>UMB - 2017 A-2 Reserve Fund</u></b>					
Balance as of 12/31/2019	-	-	149,887.53	-	149,887.53
Subsequent activities:					
01/31/20 - Interest income	-	-	137.56	-	137.56
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>150,025.09</u>	<u>-</u>	<u>150,025.09</u>
<b><u>UMB - 2017 A-2 Project Fund</u></b>					
Balance as of 12/31/2019	-	-	-	85,818.19	85,818.19
Subsequent activities:					
01/31/20 - Interest income	-	-	-	78.79	78.79
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>85,896.98</u>	<u>85,896.98</u>
<i>Anticipated Balances</i>	<u>\$ 1,293,914.23</u>	<u>\$ 1,626,978.06</u>	<u>\$ 2,358,436.68</u>	<u>\$ 102,452.35</u>	<u>\$ 5,381,781.32</u>
<b><u>Current Yield - 01/31/20</u></b>					
Colotrust - 1.85%					
UMB (Invested in Fidelity money market) -1.21%					

**SOUTHLANDS METROPOLITAN DISTRICT #1**  
Property Tax Reconciliation Schedule  
2019

	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	\$ 838.34	-	\$ 19,850.29	\$ (0.52)	\$ (12.57)	\$ -	\$ 20,675.54	0.03%	0.03%	\$ 131,568.82	3.93%	3.93%	
February	523,248.31	-	24,935.09	-	(7,848.72)	-	540,334.68	16.53%	16.56%	929,240.41	31.70%	35.63%	
March	1,565,623.80	-	18,570.78	1.30	(23,484.37)	-	1,560,711.51	49.46%	66.02%	951,477.75	32.41%	68.04%	
April	408,652.54	-	15,843.92	38.89	(6,130.37)	-	418,404.98	12.91%	78.93%	330,696.33	10.94%	78.98%	
May	111,915.99	-	19,662.87	62.50	(1,679.67)	-	129,961.69	3.54%	82.46%	141,896.64	4.25%	83.23%	
June	523,565.46	-	21,795.77	(44.42)	(7,852.81)	-	537,464.00	16.54%	99.00%	438,438.67	14.66%	97.89%	
July	5,737.51	-	19,178.92	234.13	(89.57)	-	25,060.99	0.18%	99.18%	0.00	-1.07%	96.83%	
August	10,774.36	-	22,932.69	461.82	(168.54)	-	34,000.33	0.34%	99.53%	35,373.89	1.12%	97.94%	
September	1,459.33	-	21,601.71	177.20	(24.55)	-	23,213.69	0.05%	99.57%	0.00	-1.35%	96.59%	
October	691.03	-	19,267.01	52.46	(11.15)	-	19,999.35	0.02%	99.59%	0.00	0.00%	96.59%	
November	306.78	-	23,795.68	30.68	(5.06)	-	24,128.08	0.01%	99.60%	16,873.05	0.26%	96.86%	
December	306.78	-	20,724.71	30.68	(5.07)	-	21,057.10	0.01%	99.61%	17,558.40	0.01%	96.86%	
	\$ 3,153,120.23	\$ -	\$ 248,159.44	\$ 1,044.72	\$ (47,312.45)	\$ -	\$ 3,355,011.94	99.61%	99.61%	\$ 2,993,123.96	96.86%	96.86%	

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
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<b>Property Tax</b>			
General Fund	\$ 481,462	15.73%	\$ 479,533.40 99.60%
Debt Service (2017 A-1)	2,338,532	76.40%	2,329,164.47 99.60%
Debt Service (2017 A-2)	240,731	7.87%	239,766.69 99.60%
Debt Only (2017 A-1)	104,656	100.00%	104,655.67 100.00%
	<b>\$ 3,165,381</b>		<b>\$ 3,153,120.23 99.61%</b>

<b>Specific Ownership Tax</b>			
General Fund	\$ 28,888	15.73%	\$ 37,745.66 130.70%
Debt Service (2017 A-1)	140,303	76.40%	183,336.17 130.70%
Debt Service (2017 A-2)	14,453	7.87%	18,872.82 130.60%
Debt Only (2017 A-1)	6,279	100.00%	8,204.79 130.70%
	<b>\$ 189,923</b>		<b>\$ 248,159.44 130.66%</b>

<b>Treasurer's Fees</b>			
General Fund	\$ (7,202)	15.73%	\$ (7,195.48) 99.90%
Debt Service (2017 A-1)	(35,078)	76.40%	(34,949.42) 99.60%
Debt Service (2017 A-2)	(3,611)	7.87%	(3,597.73) 99.60%
Debt Only (2017 A-1)	(1,570)	100.00%	(1,569.82) 100.00%
	<b>\$ (47,461)</b>		<b>\$ (47,312.45) 99.69%</b>

Billing Name	Sq. ft Percentage of Total	2019 Budgeted Monthly Billing	January	February	March	April	May	June	July	August	September	October	November	December	January
TJ Max Michaels/ Mens Warehouse	355,168	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45
T-Mobile/ Cleaners	54,060	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07	\$ 1,488.07
Centura Health	87,445	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04	\$ 2,407.04
Centura Health (Lot 4 - new)	44,612	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00
Centura Health (Lot 5 - new)	39,868	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42	\$ 1,097.42
Chili's	39,142	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75	\$ 1,063.75
Discount Tire	38,465	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80	\$ 1,058.80
Fitzsimons Credit Union	46,533	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88	\$ 1,280.88
GMRI - Olive Garden	78,836	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59	\$ 2,197.59
GMRI - Red Lobster	77,186	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64	\$ 2,124.64
Good Times	54,758	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28	\$ 1,507.28
HV-1	70,453	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31	\$ 1,939.31
JC Penney	431,671	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29	\$ 11,882.29
Jim N Nick's	86,433	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26	\$ 1,884.26
Lazy Dog	24,096	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27	\$ 663.27
Office Depot	71,045	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60	\$ 1,955.60
Jewelers/GNC/ Sprint	43,457	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21	\$ 1,196.21
Mister Hot Shine	69,266	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11	\$ 1,879.11
Mountain Del, LLC/ Colorado Del, LLC	59,738	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84	\$ 1,616.84
NWSL Power Center, LLC	1,356,624	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85	\$ 37,397.85
NWSL Town Center, LLC	1,593,198	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76	\$ 43,854.76
On The Border	85,900	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51	\$ 2,364.51
Dental/Five Guys	71,800	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39	\$ 1,976.39
PF Changs	76,567	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60	\$ 2,107.60
Marriott	142,112	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81	\$ 3,911.81
Service Street Auto Repair	40,498	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76	\$ 1,114.76
Village Inn	60,205	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22	\$ 1,657.22
Vision Works/SLC	27,629	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05	\$ 1,311.05
Wal-Mart	1,128,974	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44	\$ 31,076.44
Wal-Mart/Sm's Club	866,597	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30	\$ 15,596.30
Wells Fargo	56,923	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88	\$ 1,566.88
Wong 444, Inc./KFC/Harman	51,864	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62	\$ 1,427.62
Monthly	7,084,143	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00
Year-to-Date		\$ 195,000.00	\$ 195,000.00	\$ 390,000.00	\$ 585,000.00	\$ 780,000.00	\$ 975,000.00	\$ 1,169,312.86	\$ 1,362,824.79	\$ 1,556,336.72	\$ 1,747,651.06	\$ 1,938,965.40	\$ 2,122,643.96	\$ 2,277,014.45	\$ 20,618.50

AR - 111050	Unearned Revenue - 113141		
Mobile/Cleaners	9,615.56	Centura Health	2,407.04
GMRI - Olive Garden	8,790.36	Centura Health (Lot 4 - new)	1,228.00
Office Depot	1,955.60	Centura Health (Lot 5 - new)	1,097.42
Marriott	3,911.81	GMRI - Red Lobster	2,125
Wal-Mart	38,712.22	JC Penney	11,682
	<u>\$ 62,985.55</u>	Mister Hot Shine	1,879
			<u>\$ 20,618.50</u>

Rounding	-
GOF Revenue	\$ 2,340,000

T-Mobile/Cleaners made partial payment received on 2/5/20 with a balance of \$5,236.31 remaining. They requested history/remaining invoices on 2/10/20

Olive Garden is current as of 2/5/20

**Resolution No. 2020-02-01**

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
AMENDED AND RESTATED PUBLIC RECORDS REQUEST POLICY  
Adopted February 18, 2020**

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**I. Purposes of the District's Public Records Request Policy**

This Public Records Request Policy of the Southlands Metropolitan District No. 1 (the "**District**") shall be applied and interpreted with the following purposes in mind:

- a. To adopt a Public Records Request Policy pursuant to § 24-72-203(1), C.R.S.;
- b. To provide access to and the protection and integrity of Public Records in the custody of the District;
- c. To prevent unnecessary interference with the regular discharge of the duties of the District and its manager in compliance with the Colorado Open Records Act, §§ 24-72-200.1 to 24-72-206, C.R.S. ("**CORA**");
- d. To establish reasonable and standardized fees for producing copies of and information from records maintained by the District as authorized by CORA; and
- e. To set forth a general procedure for providing consistent, prompt and equitable service to those requesting access to Public Records.

**II. Public Records Requests**

**A. Applicability**

This Public Records Request Policy applies to requests submitted to the District for the inspection of Public Records pursuant to CORA, and shall supersede any previously adopted CORA policies of the District.

**B. Definitions**

1. "**Custodian**": Except as otherwise provided in this policy, the term "Custodian" shall mean Special District Management Services, Inc., or any successor that has been designated by the Board of the District to oversee the collection, retention, and retrieval of Public Records of the District.

2. "**Public Records**": As defined in § 24-72-202(6), C.R.S.

**C. Submission of Requests**

1. Requests for inspection of Public Records are to be submitted in writing on an official request form to the Custodian and must be sufficiently specific as to enable the Custodian to locate the information requested with reasonable effort. The official request form is attached hereto as **Exhibit A** and incorporated herein by this reference, as may be modified from

time to time by the District. The District has determined that the use of an official request form is necessary for the efficient handling of Public Records requests.

2. Requests may be submitted by mail, fax, e-mail or hand-delivery.
3. A request shall be considered made when the request is actually received by the Custodian:
  - a. A letter is received when it is opened in the usual course of business by the recipient or a person authorized to open the recipient's mail;
  - b. A fax is received when it is printed during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day; and
  - c. An e-mail is received when it is received and opened during regular business hours, or, if received after hours, at 8:30 a.m. on the following business day.
4. If a deposit is required, the request is not considered received until the deposit is paid.

D. Inspection

1. The Custodian or the Custodian's designee shall make the requested Public Records available for inspection during regular business hours, deemed to be from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for times the Custodian's office is closed. During the inspection of Public Records, the Custodian may ask that the requestor follow certain procedures to protect the integrity of the Public Records.
2. If a Public Record is not immediately or readily available for inspection, the Custodian or the Custodian's designee shall make an appointment or other arrangements with the applicant concerning the time at which the requested record will be available. The Public Records shall be made available for inspection within a reasonable time, which is presumed to be three (3) working days or less from the date of receipt of the request. Such three (3) day period may be extended by an additional seven (7) working days if extenuating circumstances, as described in § 24-72-203(3)(b), C.R.S., exist. Responding to applications for inspection of Public Records need not take priority over the previously scheduled work activities of the Custodian or the Custodian's designee.
3. All Public Records to which the request applies shall be preserved from the date of the request until such time as set forth in the District's records maintenance, retention, or deletion policy or practices utilized by the Custodian.
4. No one shall remove a Public Record from the Custodian's offices without the permission of the Custodian. Public Records may be removed from file folders or places of storage for photocopying by the Custodian or the Custodian's designee. The Custodian may allow a person to use his or her own portable electronic equipment to make copies of Public Records.

5. As a general practice, in response to a Public Records request:

a. Public Records will be made available for inspection in the format in which they are stored. If the Custodian is unable to produce the Public Record in its stored format for any reason set forth in § 24-72-203(3.5)(b) C.R.S., an alternate format may be produced or a denial issued under § 24-72-204, C.R.S.

b. The person making the request shall not be allowed to access the Custodian's computer or any other computer for purposes of inspecting any Public Records;

c. Any portion of a Public Record containing non-public information that is not subject to inspection may be redacted by the Custodian prior to making the record available for inspection. The Custodian is not required to redact information from a writing that is not a Public Record in order to make the writing available for inspection. *Denver Publishing Co. v. Bd. of County Comm'rs of the County of Arapahoe*, 121 P.3d 190 (Colo. 2005); *Colorado Republican Party v. Benefield, et al.*, Court of Appeals No. 07CA1216, Oct. 23, 2008 (Unpublished).

d. The Custodian, in consultation with the District's general counsel, will determine which information is no longer considered "work-in-progress" subject to the deliberative process or work product privilege and therefore eligible for release.

e. Altering an existing Public Record, or excising fields of information that the Custodian is either required or permitted to withhold does not constitute the creation of a new Public Record. § 24-72-203(3.5)(d), C.R.S.

f. A document will not ordinarily be created in order to respond to a request.

6. Where a request seeks in excess of 25 electronically-stored Public Records, the following procedure shall apply in responding to such a request:

a. The Custodian shall solicit the comments of the requestor regarding any search terms to be used to locate and extract such records, and, in doing so, will seek to have the request refined so that it does not result in an inordinate number of irrelevant or duplicative documents, it being understood that the Custodian will make the final determination regarding search terms;

b. The Custodian shall designate an employee or another person with experience in performing electronic searches to locate and extract responsive records;

c. The person who is designated to perform the searches shall consult, as appropriate, with legal counsel to identify privileged records that should not be produced; and

d. Where appropriate, legal counsel shall conduct a final review to identify and withhold privileged records.

7. The Custodian or the Custodian's designee shall deny the inspection of the records if such inspection would be contrary to federal or state law or regulation or would violate a court order. In special circumstances, a Custodian shall deny inspection of the Public Records if such inspection would cause substantial injury to the public interest. Such a denial shall be made in writing by the Custodian to the person making the request and shall set forth with specificity the grounds of the denial. It is not necessary to state a ground for denial of access for each document if a specific ground is applicable to a group of documents.

8. If the Public Records requested are not in the custody or control of the Custodian, the Custodian shall notify the requestor of this fact in writing. In such notification, the Custodian shall state in detail to the best of his/her knowledge and belief the reason for the absence of the Public Records, the location of the Public Records, and what person then has custody or control of the Public Records.

9. All Public Records, regardless of storage format, will be administered in accordance with approved retention schedules. The District reserves the right to adopt the records retention policy that has been promulgated by the Custodian.

E. Fees for All Record Requests

1. **Fees for standard reproductions.** The Custodian or the Custodian's designee shall charge a fee not to exceed twenty-five cents per page for any photocopies or printed copies of electronic records that are required to make a Public Record available. Other reproductions of Public Records shall be provided at a cost not to exceed the actual cost of the reproduction. Such fees shall be paid by the applicant prior to the receipt of copies of any Public Records. Requests expected to exceed a total charge of \$10.00 or more must be accompanied by a deposit equal to the reasonably-estimated reproduction costs. This deposit will be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance will be refunded.

2. **Transmission fees.** No fees related to transmission shall be charged for transmitting public records via electronic mail. Within the period specified in § 24-72-203, C.R.S., the Custodian shall notify the record requester that a copy of the record is available but will only be sent to the requester once the custodian receives payment for postage if the copy is transmitted by United States mail, or payment for the cost of delivery if the copy is transmitted other than by United States mail, and payment for any other supplies used in the mailing, delivery, or transmission of the record and for all other costs associated with producing the record. Upon receiving such payment, the custodian shall send the record to the requester as soon as practicable but no more than three business days after receipt of such payment.

3. **Fees for search, retrieval and legal review:**

a. In the case of any request requiring more than one hour of time for search, retrieval, supervision of inspection, copying, manipulation, redaction or legal counsel review to identify and withhold privileged records, the Custodian or the Custodian's designee may charge an hourly fee not to exceed \$33.58 per hour for such time pursuant to § 24-72-205(6)(a), C.R.S. Prior to performing any services necessary to respond to a request, the Custodian or the Custodian's designee shall require the applicant to pay a deposit equal to the reasonably estimated fees that will be charged by the

Custodian for such staff time. Before receiving any records, the applicant shall also pay the amount by which the cost of any open records services exceeds the deposit. The District shall promptly refund the amount by which the deposit exceeds the cost of any open records services.

b. To the extent possible, the Custodian shall utilize administrative or clerical staff for search and retrieval of Public Records who are ordinarily responsible for such duties to ensure that the fees charged for staff time in connection with the request represent costs incurred in the ordinary course of business and not extraordinary charges, but in any case, such charges shall be consistent with § 24-72-205(6), C.R.S.

***Remainder of Page Intentionally Left Blank. Signature page follows.***

ADOPTED THIS 18<sup>TH</sup> DAY OF FEBRUARY, 2020.

SOUTHLANDS METROPOLITAN DISTRICT  
NO. 1

---

Officer of District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*Signature Page to Public Records Request Policy*

**EXHIBIT A**  
**OFFICIAL REQUEST FORM**

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

## Request for Inspection/Copy of Public Records

**For Internal Use Only**  
Date of Request: \_\_\_\_\_  
Time of Request: \_\_\_\_\_ AM/PM

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone #:( ) \_\_\_\_\_ Alt./Cell: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Detailed description of the records requested: (Please use additional sheets if necessary)

\_\_\_\_\_

\_\_\_\_\_

Select a preferred format for the materials: Hard Copies \_\_\_\_\_ Electronic \_\_\_\_\_ View Hard Copy Only \_\_\_\_\_

I request the records described and agree to pay all charges incurred in processing this request at or before the time the records are made available. If over \$10, I understand I must provide a deposit to pay for the cost incurred to obtain the records. I understand that the Estimated Charges are estimates only, and that the actual cost may vary. This request will be considered received when this form is complete and received by the Custodian and any required deposit is paid.

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

Submit Request Form To:  
Special District Management Services, Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records shall be viewed at the District's offices during regular business days at prearranged times.

For Internal Use Only	
Estimated Charges	
Number of Pages _____ at \$0.25/page _____	Research & Retrieval _____ Hours at \$ _____/Hr
Postage/Delivery Costs: \$ _____	See § 24-72-205(6), C.R.S. for hourly fee
	Research & Retrieval Total: \$ _____
Deposit Required: \$ _____	Total Estimate Cost: \$ _____
Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees	
Administrative Matters	
Date Request Completed: _____	Amount Prepaid: \$ _____
Approved: _____ Denied: _____	Balance Due Before Release: \$ _____
If Denied, Provide Reason(s): _____	Total Amount Paid: \$ _____

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

**DESIGNATING THE DISTRICT'S WEBSITE FOR THE ONLINE POSTING OF  
MEETING NOTICES AND 24 HOUR POSTING LOCATION**

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WHEREAS, the Southlands Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice of a public meeting if the District posts the notice of the meeting with specific agenda information, if available, on a website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., in the event that the District is unable to post the notice online due to exigent or emergency circumstances, the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting..

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

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates [www.colorado.gov/southlandsmdl](http://www.colorado.gov/southlandsmdl) as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District's website: :

S. Aurora Parkway and Orchard Road

ADOPTED this 18th day of February, 2020.

SOUTHLANDS METROPOLITAN DISTRICT  
NO. 1

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*[Signature Page to Resolution Designating the 24-Hour Posting Location.]*

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

**CONCERNING THE LOCATION OF SPECIAL AND REGULAR MEETINGS  
OF THE BOARD OF DIRECTORS**

WHEREAS, Southlands Metropolitan District No. 1 (the "**District**") was formed pursuant to §32-1-101 *et seq.*, C.R.S., by order of the District Court in and for Arapahoe County, Colorado, and after approval of the District's eligible electors at a regular election held for that purpose; and

WHEREAS, pursuant to §32-1-903(1), C.R.S., all special and/or regular meetings of the District's Board of Directors must be held within the District's boundaries, within the boundaries of Arapahoe County, or in any location not farther than Twenty (20) miles from the District's boundaries; and

NOW, THEREFORE, the District's Board of Directors hereby RESOLVES as follows:

1. As of the date hereof, all regular and/or special meetings of the District's Board of Directors shall be held as follows:

Regular Meetings: Third Tuesday of each Month

Special Meetings: as deemed necessary by the District's Board of Directors, at dates and times to be determined.

Meeting Location: 6155 S Main Street, Suite 260  
Aurora, CO 80016

2. The above dates, time and location shall remain in effect until contrary action is taken by the District's Board of Directors, which action must comply with §32-1-903(1), C.R.S., or §§32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

*[Remainder of page intentionally left blank.]*

ADOPTED this 18th day of February, 2020.

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

---

Officer of the District

ATTEST:

---

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel to the District

*Signature Page to Resolution Concerning the Location of Special and Regular Meetings*



Civil Engineering  
Surveying  
Water Resources Management  
Construction Management

January 15, 2020

Ms. Ann Finn  
Southlands Metropolitan District c/o SDMS  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228

**RE: PROPOSAL FOR SURVEYING SERVICES  
SOUTHLANDS METROPOLITAN DISTRICT  
AURORA, COLORADO**

Dear Ms. Finn:

We appreciate the opportunity to submit a proposal to provide surveying services to Southlands Metropolitan District as agent for the, Owner of the subject property. Services are in connection with the Southlands Subdivision located in Aurora, Colorado, in accordance with the sketch plan prepared by Client. Manhard Consulting offers to provide the following services:

**SCOPE OF SERVICES**

**I. SURVEYING SERVICES**

**A. METROPOLITAN DISTRICT MAP**

These fees would include:

Prepare one (1) Metropolitan District Maintenance Map indicating the relative locations of the easements granted within Southlands Subdivision Filing No. 1 through Southlands Subdivision Filing No. 24. Each legal description shall be plotted and graphically shown in color format by reception number.

**TIME AND MATERIAL (BUDGET \$10,000)**

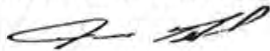
We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

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, 2020 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 by April 30, 2020.

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**



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



Dan Rodriguez, P.E.  
Senior Project Manager

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**

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 inaccuracies, 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 not 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 of 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:

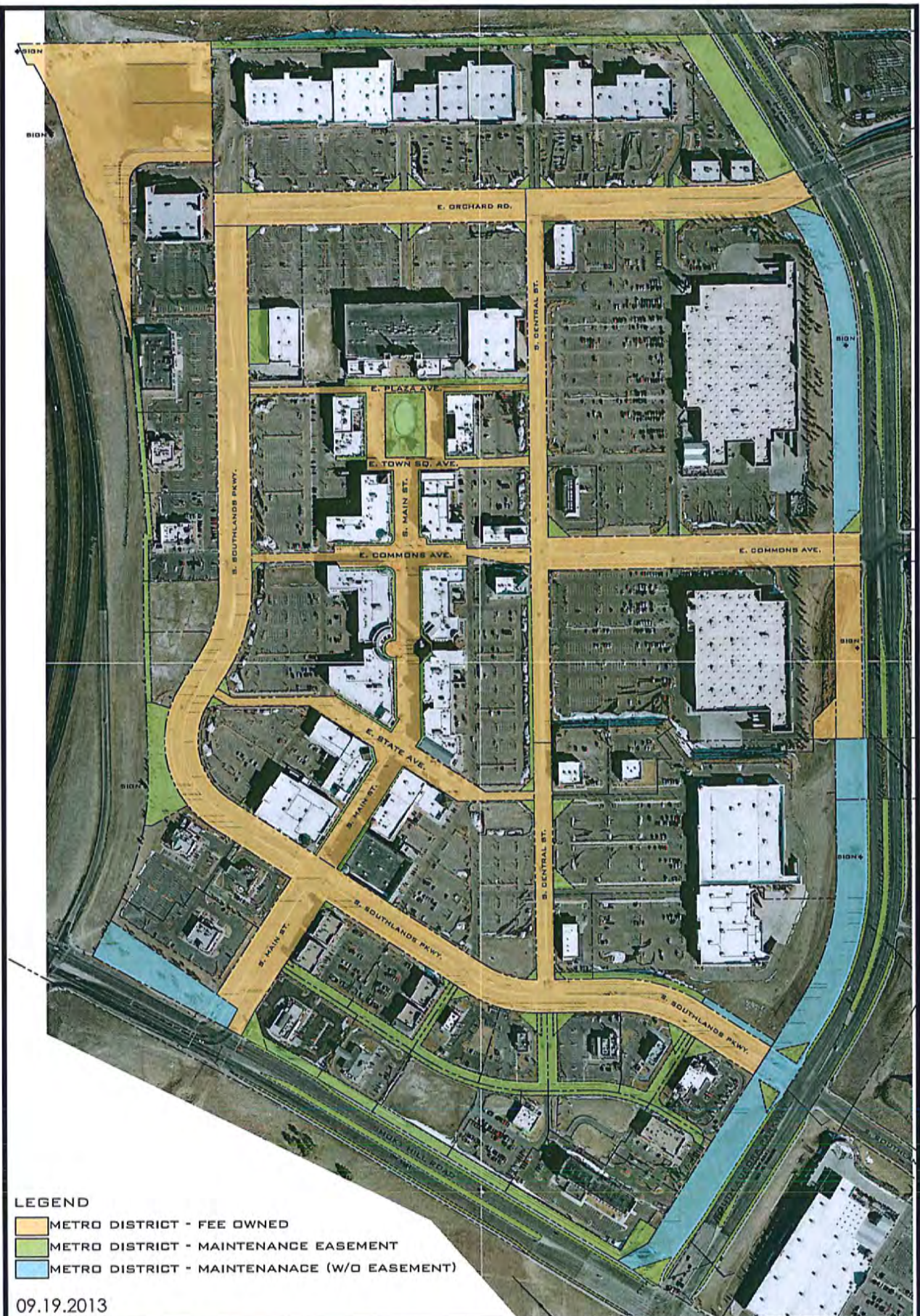
**SCHEDULE OF TIME  
AND MATERIAL RATES FOR 2020**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
National Director of Land Surveying	\$175.00
Survey Project Manager	\$155.00
Project Surveyor	\$125.00
Staff Surveyor	\$110.00
Survey/Construction Coordinator	\$90.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
UAV	\$40.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00

**REIMBURSABLES**

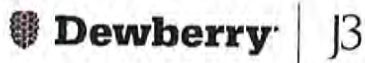
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

- A. Overnight mail, messenger services, prints or mylars.
- B. Additional services due to significant changes in general scope or character of the Project or its design including, but not 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 had responsibility to provide information and such information was not previously provided.



#### LEGEND

- METRO DISTRICT - FEE OWNED
- METRO DISTRICT - MAINTENANCE EASEMENT
- METRO DISTRICT - MAINTENANCE (W/O EASEMENT)



Dewberry Engineers Inc. 303.368.5601

8100 East Maplewood Avenue, www.dewberry.com

Suite 150

Greenwood Village, CO 80111

January 28, 2020

Ann Finn  
District Manager  
Special District Management Services Inc.  
141 Union Blvd., Suite 150  
Lakewood, CO 80228

**RE: Southlands Metropolitan Districts No. 1  
Proposal for District Engineering Services – Easement and Maintenance Map Preparation**

Dear Ms. Finn,

Dewberry|J3 (Dewberry) is pleased to present this proposal for services to create and updated Maintenance Map Southlands Metropolitan Districts No. 1 (SMD1).

This effort will include meetings and coordination with the District to compile existing records for the identification of District easements and maintenance obligations. In addition, we will continue to meet with you to identify any additional assistance you may need to accomplish your infrastructure improvement goals.

The Dewberry project team is committed to providing you with superior service, technical excellence and timely project deliverables. Each assigned team member is highly qualified to lead the technical aspects of this project, while maintaining clear and open lines of communication. You are assured that Dewberry senior leadership will provide direct input and be involved throughout the life span of this effort.

We appreciate opportunity to submit this proposal for your review and consideration and look forward to working with you to deliver the project.

Respectfully submitted,  
Dewberry | J3

A handwritten signature in blue ink, appearing to read "Troy D. Kent".

Troy D. Kent, PE  
Senior Project Manager

## **WORK ORDER No. 3**

### **Scope of Services District Engineering Services within Southlands Metropolitan District No. 1 January 28, 2020**

Dewberry|J3 (Dewberry) proposes to perform the Scope of Services (Scope) herein for Special District Management Services Inc. (SDMS). As with prior work orders, Dewberry will continue to act owner's representative, and assist with permitting and approval coordination with the City of Aurora.

The District has expressed interest in updating their existing Maintenance Exhibit prepared by Point Consulting, LLC, dated 09.19.2013, as it was found to have errors and inconsistencies. To this end, using record documentation provided by the District, Dewberry will prepare an updated exhibit for the District's use.

Since we have been advised the District does not have CAD files to use as a base, Dewberry will use GIS mapping from the City of Aurora, CO as a basis for the creation of this document. Considering this, it is our understanding that the dimensional accuracy of the boundary information to be provided is not as important as the correct representation of the areas of responsibility. To improve the value of the Maintenance Exhibit, controlling documents (easements, plats, etc.) will be referenced using bubble notes. This will allow the district a direct reference to the appropriate boundary information, as needed.

This scope of work is to be provided on a time and materials basis with an estimated budget. If scope modifications are needed or requested by the SDMS, Dewberry will negotiate fees for any altered or additional items before commencing work. All quoted fees are based on the assumption that invoices will be paid within 30 days of receipt.

### **Project Scope**

#### **Phase V: Maintenance Exhibit Update**

Prepare an updated Maintenance Exhibit to more accurately reflect District maintenance easements and obligations. Based on information provided on the September 19, 2013 document, these easements and obligations include areas on-site, and landscaped areas within Smokey Hill Road and South Aurora Parkway. The scope of work we propose to accomplish this task is as follows.

1. Obtain records from District staff and review them for District maintenance obligations.
2. Assemble, review, and organize District ownership, easement and maintenance obligation records (estimated 20 documents).
3. Obtain GIS base files for applicable boundaries and easements from the City of Aurora.
4. Prepare a draft Maintenance Exhibit of District ownership, easements, and maintenance obligation areas, with references to origination documents.
5. Submit draft Maintenance Exhibit to the District for review and comment.
6. Update exhibit, per internal and District review comments.
7. Submit final Maintenance Exhibit to the District.

## WORK ORDER No. 3

### Budget Delineation

Phase V: Maintenance Exhibit Update	\$9,950
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<b><u>TOTAL Estimated Budget for Work Order No. 3 (T&amp;M)</u></b>	<b><u>\$9,950</u></b>
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**Note:** Reimbursable expenses will be billed to the client at cost plus 15%.

## WORK ORDER No. 3

### Specific Exclusions

**Dewberry** specifically excludes the following items from the proposal unless specifically included in this proposal. If said items are required by the Client, a separate contract can be prepared.

- i. Construction staking for any onsite or offsite improvements, including but not limited to; curb, gutter and asphalt, grading , utility line work, under drain system, lift stations, force mains, or structures such as box culverts, detention/water quality ponds, dams, bridges, or channel improvements.
- ii. Preparation of environmental impact studies, information for the Federal Insurance Administration, and/or processing information for the U.S. Army Corp of Engineer's Wetland Permit.
- iii. Condominium maps
- iv. Plot Plans, State Plane coordinate ties, Tree Surveys, or Record Drawings
- v. Geological/Soils Reports, Soils Engineering, or Pavement Design include sub-excavation plans.
- vi. Fugitive Dust and other Permits required for the construction of the project
- vii. Legal Descriptions, Survey Information and Drawings that are not specifically outlined in the Scope, including Lot Grading Checks, Improvement Location Certification Surveys.
- viii. Structural calculations of any kind, even for items called for on the civil plans.
- ix. Redesign of existing Engineering plans by other companies including modifications to approved drainage or utility reports, except as described above.
- x. ALTAs or design surveys
- xi. Traffic Impact Analysis or Studies or Traffic Control Plans for this Site
- xii. As-built or Record Drawings for the construction of the site
- xiii. Off-site design (identified as anything not described within this project scope)
- xiv. Sleeving plans or design for dry utilities
- xv. Sound mitigation or Screen Wall design
- xvi. Plan and Zoning or Town Council meeting presentations or exhibits
- xvii. Floodplain modification or modeling
- xviii. Potholing of existing utilities
- xix. Title work for the site
- xx. Land acquisition services

## WORK ORDER No. 3

### Items Provided by Others

**Dewberry** assumes the following information will be provided, if necessary or not otherwise included in this proposal, by the Client or its trade partners as ancillary information for the completion of the provided Scope of Services.

- i. Existing Drainage and Utility studies and plans.
- ii. Fees required for review, approval and permitting.
- iii. Any supporting documents not specifically covered in the attached Scope of work will be provided by others.
- iv. All previous engineering drawings prepared for this Site both in hard copy and digital AutoCAD formats.
- v. Retaining wall structural design and cut sheets.
- vi. Existing Conditions Map and associated potholing and title work.
- vii. As-built surveying to establish/confirm existing conditions.



February 06, 2020

**Project:** Metro District Area Improvements – Southlands Mall  
**Project No.:** 983.124  
**Project Description:** Landscape Materials

### **SCOPE OF SERVICES**

Per the Metro District request, 505Design / LandDesign to provide a Landscape Materials Diagram that visually illustrates to planting types within the landscape bed locations that are to be installed during the renovation of the main street landscape areas at Southlands Mall.

### **FEE SUMMARY**

**505Design Fee (Fixed Fee)**

**\$1,030**

### **STANDARD TERMS AND AGREEMENT**

- (A) If the project is postponed or abandoned, 505Design shall be paid for work already performed. Upon reinstatement of a project three months or more after its suspension or postponement, 505Design shall be paid an additional agreed upon amount to compensate for time used reviewing previous work and for inflation.
- (B) This Agreement shall be terminated upon the Client's written notification of termination of his agreement with the Owner, or upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement. If terminated due to the fault of others, 505Design shall be paid for services and reimbursable costs incurred.
- (C) The Client and 505Design each binds themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement. Neither the Client nor 505Design shall assign or transfer his interest in this agreement without written consent of the other. This Agreement constitutes all of the Agreement between the Client and 505Design unless modified in laws.
- (D) The Client and 505Design agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- (E) If the scope of the project is changed, or if revisions are made which require additional services, these services will be compensated to 505Design at normal hourly rates.
- (F) Auto travel shall be reimbursed at the mileage rate approved by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls, and shipping shall be reimbursed at 1.00 times direct cost.



#### PAYMENT OF FEES

- (A) Payments shall be made within thirty days of statement date. Past due accounts accrue interest at the rate of one and one half percent (1 ½%) per month times unpaid balance from the previous month. The client shall pay costs of legal fees and expenses necessary to collect overdue accounts.

Accepted by

A handwritten signature in black ink, appearing to read "Ment. Ltd", written over a horizontal line.

Date

A handwritten date "2/6/2020" in black ink, written over a horizontal line.

A handwritten signature in black ink, appearing to read "John Ward", written over a horizontal line.

John Ward  
Managing Partner  
505Design

Date: 2/06/2020