

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Martin Liles	President	2022/May 2020
Kevin McGlynn	Vice President	2020/May 2020
Michael Sandhoff	Treasurer	2022/May 2022
Joyce Rocha	Secretary	2020/May 2020
April Elliott	Assistant Secretary	2022/May 2020

DATE: **March 26, 2019**

TIME: **11:00 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.

B. Approve Agenda.

**C. Review and approve Minutes of the February 12, 2019 Regular Meeting and
 March 12, 2019 Work Session (enclosures).**

D. Discuss District sponsored events for 2019.

II. PUBLIC COMMENTS

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

III FINANCIAL MATTERS

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

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

- B. Review and accept unaudited financial statements for the period ending December 31, 2018, Schedule of Cash Position dated March 4, 2019, and Operations Fee Report (enclosures).

1. Review Reconciliation (enclosure).

- C.

IV. LEGAL MATTERS

- A. Discuss status of litigation with Ridgeline, CM, LLC.

- B. Discuss status of negotiations with Pronghorn Valley Development for cost sharing of maintenance expenses for roadways (to be distributed).

- C. Discuss status of the Temporary Construction Easement (Pulling Site) with Public Service Company of Colorado.

- D. Discuss the “No-Build” Easement for Tract A, Filing No. 22.

- E. Discuss encroachments on District owned property (enclosure).

- F. Adopt a Resolution Establishing Construction Permit Fees and form Permit (enclosure).

- 1. Discuss meeting with Comcast regarding work to be performed on District property and permit fee.

- ---

- G. Adopt a First Amendment to 2019 Annual Administrative Resolution (enclosure).

- H. Review and approve form Work Order for use with Independent Contractor Agreement (enclosure).

- I. Review and approve Short Form Contractor Agreement (enclosure).

V. OPERATIONS AND MAINTENANCE

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

- B. Discuss the status of the Planter Renovation Project (enclosures).

- C. Review and consider approval of proposal from R50K for erosion control work at Detention Pond 950 (enclosure).

- D. Review and consider approval of a proposal from Metco Landscape, LLC for irrigation modifications to replace netafim with micro-jets (to be distributed).

- E. Review and consider approval of a proposal from Metco Landscape, LLC for detention pond clean-up work (to be distributed).

VI. CAPITAL IMPROVEMENTS

- A. Discuss status of walk-through with contractors concerning warranty work for the Sidewalk Renovation Project.

B. Discuss status of the Capital Improvement Plan.

C. Discuss status of the 2018 Medians Project.

VII. OTHER MATTERS

A.

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
APRIL 16, 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD FEBRUARY 12, 2019

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 12th day of February, 2019, 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
Kevin McGlynn
Michael Sandhoff
Joyce Rocha
April Elliott

Also In Attendance Were:

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

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

Thuy Dam; CliftonLarsonAllen, LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Mr. Waldron advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Waldron reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for 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

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

ADMINISTRATIVE MATTERS

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

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

Minutes: The Board reviewed the Minutes of the December 4, 2018 Regular Meeting and January 8, 2019 Regular Meeting.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, the Minutes of the December 4, 2018 Regular Meeting and January 8, 2019 Regular Meeting were approved, as presented.

PUBLIC COMMENTS

There were no public comments at this time.

FINANCIAL MATTERS

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

Fund	Period Ending Jan. 24, 2019
General	\$ 88,840.59
Debt Service	\$ -0-
Capital Projects	\$ -0-
Total Claims	\$ 88,840.59

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

Cash Position Schedule: Ms. Dam reviewed with the Board the District's Cash Position Schedule, updated February 11, 2019.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board accepted the District's Cash Position Schedule, updated February 11, 2019.

RECORD OF PROCEEDINGS

Ms. Dam also asked the Board if they would like to have monthly financial statements prepared for the District. Following discussion, the Board determined it would like to have monthly financial statements prepared for the District.

Ms. Dam also discussed with the Board processing accounts payable using bill.com, an online system. Following discussion, the Board authorized the use of bill.com for processing accounts payable. The Board also determine that Directors McGlynn, Liles and Sandhoff would be the District's authorized approvers for accounts payable.

Reconciliation: Ms. Dam noted for the Board that the reconciliation will be completed in March.

LEGAL MATTERS

Litigation with Ridgeline CM LLC: Attorney Waldron noted for the Board that the deadline for Ridgeline CM LLC to respond to the claim has been extended for two weeks.

Appraisal for Tract A, Filing No. 22: Attorney Waldron informed the Board that there is a "No-Build" Easement recorded on Tract A for storm water detention improvements. Following discussion, Mr. Cordova noted that he would call in utility locators to help determine if any utilities are located on the property. No action was taken at this time.

Intergovernmental Agreement ("IGA") between the District and Pronghorn Valley Development: The Board reviewed a proposal from Larry Jacobson concerning access to and maintenance of the District's streets due to additional traffic from the Pronghorn development. The Board discussed maintenance issues and costs related to the increased traffic. Following discussion, Directors Liles and McGlynn noted they will work on providing cost estimates for street maintenance.

Proposal from Borne Consulting for Pavement Evaluation Services: The Board reviewed a proposal from Borne Consulting for pavement evaluation services, in the amount of \$8,300.

Following discussion, the Board determined not to move forward with the proposal at this time.

Temporary Construction Easement (Pulling Site): Attorney Waldron reviewed with the Board a Temporary Construction Easement (Pulling Site) from Public Service Company of Colorado ("Public Service"). He noted that Public Service offered a payment of \$2,500 for the easement.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Sandhoff, seconded by Director McGlynn and, upon vote, unanimously carried, the Board authorized Attorney Waldron to negotiate the terms of the easement and payment to the District.

The Board also requested that staff coordinate a site visit with Public Service to discuss the easement and work to be performed by Public Services.

Resolution No. 2018-12-04; Adopting Personal Data Privacy Policy: Attorney Waldron reviewed Resolution No. 2018-12-04; Adopting Personal Data Privacy Policy with the Board.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Rocha and, upon vote, unanimously carried, Resolution No. 2018-12-04; Adopting Personal Data Privacy Policy was approved, as presented.

OPERATIONS AND MAINTENANCE

Proposal from Metco Landscape, Inc. for Median Work: The Board reviewed a proposal from Metco Landscape, Inc. to perform median work, in the amount of \$162,530.

Following discussion, the Board directed its consultants to contact the City regarding the District's options: (1) renovate the medians to Aurora's Standards for acceptance by City for ownership and maintenance; (2) xeriscape the medians to reduce maintenance costs; or (3) contribute funds to the City and have the City renovate the medians to their Standards.

2019 Operation and Maintenance Services and Award Contracts: Mr. Cordova presented the bid tabs for the follow proposals:

Landscape Maintenance Services: The Board discussed the bid tab as presented by Mr. Cordova for 2019 landscape maintenance services.

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Elliott and, upon vote, unanimously carried, the Board awarded the Independent Contractor Agreement to Metco Landscape, Inc. for 2019 landscape maintenance services.

Floral Program: The Board discussed the bid tab as presented by Mr. Cordova for the 2019 Floral Program.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director McGlynn, seconded by Director Elliott and, upon vote, unanimously carried, the Board awarded the Independent Contractor Agreement to Western Proscapes.

Common Areas Cleaning Services: Ms. Ripko noted for the Board that she is working on obtaining proposals for common area cleaning services. No action was taken by the Board at this time.

Independent Contractor Agreement (“ICA”) between the District and Full Spectrum Lighting, Inc. for Site Lighting Services: The Board reviewed an Independent Contract Agreement between the District and Full Spectrum Lighting, Inc. for Site Lighting Services.

Following review and discussion, upon motion duly made by Director Liles, seconded by Director Sandhoff and, upon vote, unanimously carried, the Board ratified approval of the Independent Contract Agreement between the District and Full Spectrum Lighting, Inc. for Site Lighting Services.

Independent Contractor Agreement (“ICA”) between the District and Securitas Security Services USA, Inc. for 2019 Security Services: The Board discussed entering into an Independent Contract Agreement between the District and Securitas Security Services USA, Inc. for 2019 Security Services.

Following discussion, the Board deferred action until additional information can be obtained from the contractor.

M & J Wilkow’s Maintenance Report: Director Rocha addressed the Board regarding options for District sponsored events for 2019. It was noted that \$30,000 was budgeted for this purpose. No action was taken by the Board at this time.

Proposal from P&G Services for Hanging 250 Banners: The Board reviewed and considered approval of a proposal from P&G Services for hanging 250 banners on Main Street, for the amount of \$5,000.

Following review and discussion, upon motion duly made by Director Rocha, seconded by Director Sandhoff and, upon vote, unanimously carried, the Board approved the proposal with P&G Services, as presented.

Proposal from P&G Services to Clean Light Covers: The Board reviewed and considered approval of a proposal from P&G Services to clean light covers, for the amount of \$10,670.25.

RECORD OF PROCEEDINGS

Following review and discussion, upon motion duly made by Director Liles, seconded by Director McGlynn and, upon vote, unanimously carried, the Board approved the proposal with P&G Services, as presented.

Proposal from Metco Landscape, Inc. for the Installation of Mulch: The Board reviewed and considered approval of a proposal from Metco Landscape, Inc. for the installation of mulch, for the amount of \$5,000.

Following review and discussion, upon motion duly made by Director McGlynn, seconded by Director Liles and, upon vote, unanimously carried, the Board the proposal with Metco Landscape, Inc. for the installation of mulch for the amount of \$5,000.

Proposal from HVAC Plumbing for Fire Pit Work: The Board discussed entering into a possible Independent Contractor Agreement with HVAC Plumbing for work on the fire pit. It was noted that a Scope of Work would be needed to prepare an ICA. No action was taken at this time.

CAPITAL IMPROVEMENTS

Paver Project Warranties: The Board discussed the upcoming expiration of the one-year warranty period for the Sidewalk Renovation Project. Ms. Finn and Director McGlynn noted they will schedule a site visit with the contractors.

Status of the Capital Improvement Plan: Director Liles noted for the Board that the Capital Improvement Plan is not yet available. No action was taken at this time.

OTHER MATTERS

2019 Regular Board Meetings: The Board entered into discussion regarding regular meetings for 2019.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board determined to meet on the third Tuesday of each month, at 9:00 a.m., at the Southlands Shopping Center Management Office.

Establishment of Procedures for Approval of Work Orders: The Board discussed establishing procedures for work orders so they can comply with the Resolution Authorizing Contracts and Payment of Claims. Attorney Waldron noted he would provide a form work order.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

THESE MINUTES APPROVED AS THE OFFICIAL FEBRUARY 12, 2019 MINUTES OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 BY THE BOARD OF DIRECTORS SIGNING BELOW:

Martin Liles

Kevin McGlynn

Michael Sandhoff

Joyce Rocha

April Elliott

**MINUTES OF A WORK SESSION MEETING OF
THE BOARD OF DIRECTORS OF THE
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
HELD
MARCH 12, 2019**

A Work Session 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 12th day of March, 2019, at 10:00 a.m., at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The work session was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Kevin McGlynn
Michael Sandhoff
Joyce Rocha
April Elliott

Also In Attendance Were:

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

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

Skye Bailey; M & J Wilkow

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Mr. Waldron advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Waldron reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

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

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn distributed for the Board's review a proposed Agenda for the District's Work Session.

PUBLIC COMMENTS

There were no public comments for discussion.

LEGAL MATTERS

Proposal from the Pronghorn Valley Developer: The Board entered into discussion regarding a proposal from the Pronghorn Valley developer concerning cost sharing of maintenance expenses for certain roadways. Following discussion, the Board authorized staff to prepare a counter offer for the Boards review.

OTHER MATTERS

Irrigation Modifications: The Board discussed Irrigation Modifications to replace netafim with mirco-jets. No action was taken at this time.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES APPROVED AS THE OFFICIAL MARCH 12, 2019
MINUTES OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1
BY THE BOARD OF DIRECTORS SIGNING BELOW:

Martin Liles

Kevin McGlynn

Michael Sandhoff

Joyce Rocha

April Elliott

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2635						
02/11/2019	Holiday Artisans, Inc	4843	Signage and Decor	1-7470	3,150.00-	3,150.00-
Total 2635:						3,150.00-
2647						
02/11/2019	Holiday Artisans, Inc	4843	Signage and Decor	1-7470	3,150.00	3,150.00
02/11/2019	Holiday Artisans, Inc	4843	Signage and Decor	1-7470	3,150.00-	3,150.00-
Total 2647:						.00
2648						
02/11/2019	Holiday Artisans, Inc	4843	Signage and Decor	1-7470	3,150.00	3,150.00
02/11/2019	Holiday Artisans, Inc	4843A	Signage and Decor	1-7470	378.00	378.00
Total 2648:						3,528.00
2649						
02/21/2019	Alpine Artisan Studios	24311	Signage and Decor	1-7470	3,270.00	3,270.00
02/21/2019	Alpine Artisan Studios	24311-2	Signage and Decor	1-7470	7,194.00	7,194.00
02/21/2019	Alpine Artisan Studios	24311-3	Signage and Decor	1-7470	2,616.00	2,616.00
Total 2649:						13,080.00
2650						
02/21/2019	Brody Chemical	461774	Repair & Maintenance	1-7375	104.99	104.99
02/21/2019	Brody Chemical	462490	Repair & Maintenance	1-7375	2,215.63	2,215.63
Total 2650:						2,320.62
2651						
02/21/2019	CliftonLarsonAllen LLP	2015005	Accounting	1-7000	5,326.70	5,326.70
Total 2651:						5,326.70
2652						
02/21/2019	Colorado Lighting, Inc	399393	Street Lighting/Striping	1-7435	482.62	482.62
02/21/2019	Colorado Lighting, Inc	401084	Street Lighting/Striping	1-7435	1,813.95	1,813.95
02/21/2019	Colorado Lighting, Inc	401399	Street Lighting/Striping	1-7435	1,881.74	1,881.74
Total 2652:						4,178.31
2653						
02/21/2019	Common Area Maintenance Svrs	MO2012178	Street Sweeping	1-7465	1,905.00	1,905.00
Total 2653:						1,905.00
2654						
02/21/2019	Full Spectrum Lighting, Inc.	13499	Street Lighting/Striping	1-7435	560.00	560.00
Total 2654:						560.00
2655						
02/21/2019	M & J Wilkow Properties, LLC	016081	Property Maintenance	1-7446	9,336.24	9,336.24
Total 2655:						9,336.24

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2656						
02/21/2019	Metco Landscape, Inc	521465	Snow Removal	1-7340	27,080.60	27,080.60
02/21/2019	Metco Landscape, Inc	521466	Snow Removal	1-7340	11,099.20	11,099.20
02/21/2019	Metco Landscape, Inc	521467	Snow Removal	1-7340	4,684.75	4,684.75
02/21/2019	Metco Landscape, Inc	521859	Snow Removal	1-7340	374.85	374.85
02/21/2019	Metco Landscape, Inc	522266	Snow Removal	1-7340	29,630.30	29,630.30
02/21/2019	Metco Landscape, Inc	523668	Snow Removal	1-7340	1,620.50	1,620.50
02/21/2019	Metco Landscape, Inc	523669	Snow Removal	1-7340	28,807.80	28,807.80
Total 2656:						103,298.00
2657						
02/21/2019	Millard Mall Services	74396	Monthly Cleaning	1-7365	16,966.58	16,966.58
Total 2657:						16,966.58
2658						
02/21/2019	Securitas Security Services	W6329926	Security	1-7300	4,343.50	4,343.50
Total 2658:						4,343.50
2659						
02/21/2019	Special Dist Management Svcs	JAN 2019	District Management	1-7440	5,294.90	5,294.90
02/21/2019	Special Dist Management Svcs	PM JAN 19	Southlands Management	1-7445	3,396.54	3,396.54
Total 2659:						8,691.44
2660						
02/21/2019	Spencer Fane	672321	Legal Services	1-7460	9.15	9.15
Total 2660:						9.15
2661						
02/21/2019	Utiltiy Notification Center	219010921	Repair & Maintenance	1-7375	11.36	11.36
Total 2661:						11.36
2662						
02/21/2019	White Bear Ankele Tanaka & Wal	3709	Legal Services	1-7460	9,363.52	9,363.52
Total 2662:						9,363.52
2663						
02/21/2019	P & G Services	3700	Repair & Maintenance	1-7375	5,000.00	5,000.00
Total 2663:						5,000.00
Grand Totals:						184,768.42

Southlands Metropolitan District No. 1
February-19

	General	Debt	Capital	Totals
Disbursements	\$ 184,768.42	\$ -	\$ -	\$ 184,768.42
Xcel - Auto Pay	\$ 2,957.24	\$ -	\$ -	\$ 2,957.24
Aurora Water - Auto Pay	\$ 222.48	\$ -	\$ -	\$ 222.48
<hr/>				
Total Disbursements from Checking Acct	\$ 187,948.14	\$ -	\$ -	\$ 187,948.14

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2664						
03/04/2019	Metco Landscape, Inc	515794	Landscape Maintenance	1-7370	1,300.00	1,300.00
03/04/2019	Metco Landscape, Inc	515819	Landscape Maintenance	1-7370	7,806.00	7,806.00
03/04/2019	Metco Landscape, Inc	516061	Landscape Maintenance	1-7370	455.00	455.00
03/04/2019	Metco Landscape, Inc	516792	Landscape Maintenance	1-7370	260.00	260.00
03/04/2019	Metco Landscape, Inc	516793	Landscape Maintenance	1-7370	390.00	390.00
03/04/2019	Metco Landscape, Inc	516947	Landscape Maintenance	1-7370	780.00	780.00
Total 2664:						10,991.00
Grand Totals:						10,991.00

SOUTHLANDS METROPOLITAN DISTRICT NO.1

FINANCIAL STATEMENTS

DECEMBER 31, 2018

DRAFT



CliftonLarsonAllen LLP
CLAconnect.com

Accountant's Compilation Report

Board of Directors
Southlands Metropolitan District No.1
Arapahoe County, Colorado

Management is responsible for the accompanying financial statements of Southlands Metropolitan District No.1, which comprise the balance sheet - governmental funds as of December 31, 2018, and the related statement of revenues, expenditures, and changes in fund balance - budget and actual, for the period from January 01, 2018 through December 31, 2018, for the General Fund and Special Revenue Fund in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit, examine, or review the historical financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these historical financial statements.

Management has elected to omit the management's discussion and analysis, the government-wide financial statements, the statement of revenues, expenditures and changes in fund balance - governmental funds, and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the historical financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the historical financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for additional analysis and is not a required part of the basic financial statements. This information is the responsibility of management. The information was subject to our compilation engagement; however we have not audited, examined, or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on the supplementary historical information.

We are not independent with respect to Southlands Metropolitan District No.1.

Greenwood Village, CO
March 15, 2019

SOUTHLANDS METROPOLITAN DISTRICT NO.1
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2018

	General	General Operations Fee	Debt Service	Capital Projects	Total
ASSETS					
Cash - Checking	\$ 14,677	\$ 488,525	\$ -	\$ 16,555	\$ 519,757
Colostrust	975,303	202,526	22,374	-	1,200,203
UMB Series 2017 A-1 Bond Fund	-	-	328,485	-	328,485
UMB Series 2017 A-2 Bond Fund	-	-	47,096	-	47,096
General Operations Fee receivable	-	93,747	-	-	93,747
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,625	-	1,687,625
UMB Series 2017 A-2 Reserve Fund	-	-	151,455	-	151,455
UMB Series 2017 A-2 Project Fund	-	-	-	84,390	84,390
Receivable from County Treasurer	1,276	-	16,282	-	17,558
Property Tax receivable	481,462	-	2,683,919	-	3,165,381
Prepaid expense	31,185	-	-	-	31,185
TOTAL ASSETS	<u>\$ 1,503,903</u>	<u>\$ 784,798</u>	<u>\$ 4,937,236</u>	<u>\$ 100,945</u>	<u>\$ 7,326,882</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 17,770	\$ 125,544	\$ 500	\$ -	\$ 143,814
General Operations Fee Reconciliation	-	157,619	-	-	157,619
Unearned General Operations Fee	-	1,636	-	-	1,636
Street connection escrow	5,584	-	-	-	5,584
Total Liabilities	<u>23,354</u>	<u>284,799</u>	<u>500</u>	<u>-</u>	<u>308,653</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred property tax	481,462	-	2,683,919	-	3,165,381
Total Deferred Inflows of Resources	<u>481,462</u>	<u>-</u>	<u>2,683,919</u>	<u>-</u>	<u>3,165,381</u>
FUND BALANCES					
Total Fund Balances	<u>999,087</u>	<u>499,999</u>	<u>2,252,817</u>	<u>100,945</u>	<u>3,852,848</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 1,503,903</u>	<u>\$ 784,798</u>	<u>\$ 4,937,236</u>	<u>\$ 100,945</u>	<u>\$ 7,326,882</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 212,094	\$ 205,436	\$ (6,658)
Specific ownership tax	19,100	15,413	(3,687)
Interest income	300	12,172	11,872
Other revenue	-	2,563	2,563
TOTAL REVENUES	<u>231,494</u>	<u>235,584</u>	<u>4,090</u>
EXPENDITURES			
Accounting	55,000	57,614	(2,614)
Auditing	5,500	5,500	-
County Treasurer's fee	3,181	3,077	104
Billing services	8,000	8,488	(488)
Directors' fees	-	900	(900)
Dues and licenses	1,500	1,238	262
Insurance and bonds	45,000	29,754	15,246
District management	55,000	53,612	1,388
Legal services	35,000	49,707	(14,707)
Miscellaneous	2,000	376	1,624
Election expense	1,000	572	428
Contingency	10,819	-	10,819
TOTAL EXPENDITURES	<u>222,000</u>	<u>210,838</u>	<u>11,162</u>
NET CHANGE IN FUND BALANCES	9,494	24,746	15,252
FUND BALANCES - BEGINNING	<u>970,520</u>	<u>974,340</u>	<u>3,820</u>
FUND BALANCES - ENDING	<u>\$ 980,014</u>	<u>\$ 999,086</u>	<u>\$ 19,072</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

GENERAL OPERATIONS FEE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ -	\$ 2,528	\$ 2,528
Other revenue	-	3,171	3,171
General operations fee	2,221,000	2,063,381	(157,619)
General operations fee - penalty	-	2,276	2,276
TOTAL REVENUES	<u>2,221,000</u>	<u>2,071,356</u>	<u>(149,644)</u>
EXPENDITURES			
Landscape maintenance & irrigation repair	150,000	224,470	(74,470)
Street repairs/sidewalk	120,000	36,723	83,277
Signage and decor	65,000	108,103	(43,103)
Utilities	150,000	176,586	(26,586)
Floral	275,000	245,292	29,708
Monthly cleaning	205,000	198,910	6,090
Pest control	10,000	-	10,000
Property maintenance	125,000	109,545	15,455
Property management	40,000	36,287	3,713
Security	90,000	55,896	34,104
Snow removal	500,000	206,530	293,470
Street sweeping	23,000	22,860	140
Traffic signals maintenance	3,000	197	2,803
Street lighting/ striping	115,000	173,569	(58,569)
Repairs and maintenance	350,000	227,929	122,071
TOTAL EXPENDITURES	<u>2,221,000</u>	<u>1,822,897</u>	<u>398,103</u>
NET CHANGE IN FUND BALANCES	-	248,459	248,459
FUND BALANCES - BEGINNING	-	251,541	251,541
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 500,000</u>

These financial statements should be read only in connection with the accompanying accountant's compilation report.

SUPPLEMENTARY INFORMATION

DRAFT

SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 2,706,584	\$ 2,621,634	\$ (84,950)
Specific ownership tax	243,500	196,689	(46,811)
Interest income	50,000	40,686	(9,314)
TOTAL REVENUES	<u>3,000,084</u>	<u>2,859,009</u>	<u>(141,075)</u>
EXPENDITURES			
County Treasurer's fee	40,599	39,273	1,326
Bond interest - Series 2017 A-1	2,130,500	2,130,500	-
Bond interest - Series 2017 A-2	188,225	188,225	-
Bond principal - Series 2017 A-1	430,000	430,000	-
Bond principal - Series 2017 A-2	35,000	35,000	-
Paying agent fees	2,500	500	2,000
Contingency	8,176	1,607	6,569
TOTAL EXPENDITURES	<u>2,835,000</u>	<u>2,825,105</u>	<u>9,895</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	165,084	33,904	(131,180)
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	-	(50)	(50)
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>(50)</u>	<u>(50)</u>
NET CHANGE IN FUND BALANCES	165,084	33,854	(131,230)
FUND BALANCES - BEGINNING	<u>2,203,500</u>	<u>2,218,963</u>	<u>15,463</u>
FUND BALANCES - ENDING	<u>\$ 2,368,584</u>	<u>\$ 2,252,817</u>	<u>\$ (115,767)</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2018

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ -	\$ 1,941	\$ 1,941
TOTAL REVENUES	<u>-</u>	<u>1,941</u>	<u>1,941</u>
EXPENDITURES			
Capital outlay	300,000	39,009	260,991
TOTAL EXPENDITURES	<u>300,000</u>	<u>39,009</u>	<u>260,991</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(300,000)	(37,068)	262,932
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	-	50	50
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>50</u>	<u>50</u>
NET CHANGE IN FUND BALANCES	(300,000)	(37,018)	262,982
FUND BALANCES - BEGINNING	300,000	137,963	(162,037)
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 100,945</u>	<u>\$ 100,945</u>

DRAFT

SOUTHLANDS METROPOLITAN DISTRICT # 1
Schedule of Cash Position
December 31, 2018
Updated as of March 4, 2019

	General Fund	Operations Fee Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>					
Balance as of 12/31/18	\$ 14,677.47	\$ 488,525.44	\$ -	\$ 16,555.37	\$ 519,758.28
Subsequent activities:					
January GOF deposits	-	172,416.94	-	-	172,416.94
January Debit Card purchases	-	(924.24)	-	-	(924.24)
01/03/19 - Bank fee	(1.00)	-	-	-	(1.00)
01/03/19 - Transfer to Colotrust	-	(200,000.00)	-	-	(200,000.00)
01/09/19 - Transfer from Colotrust	20,000.00	-	-	-	20,000.00
01/10/19 - Directors fees	(507.85)	-	-	-	(507.85)
01/18/19 - Brightview deposit	-	210.00	-	-	210.00
01/24/19 - Vouchers payable	(17,347.05)	(71,488.30)	-	-	(88,835.35)
February GOF deposits	-	273,442.49	-	-	273,442.49
02/14/19 - Directors fees	(338.25)	-	-	-	(338.25)
02/21/19 - Vouchers payable	(19,994.26)	(164,396.15)	-	-	(184,390.41)
02/28/19 - Bank fee	(1.00)	-	-	-	(1.00)
Anticipated transfer from Colotrust	20,000.00	-	-	-	20,000.00
Anticipated GOF refunds from reconciliation	-	(157,619.00)	-	-	(157,619.00)
<i>Anticipated Balance</i>	<u>16,488.06</u>	<u>340,167.18</u>	<u>-</u>	<u>16,555.37</u>	<u>373,210.61</u>
<u>Colotrust</u>					
Balance as of 12/31/18	975,303.11	202,526.18	22,374.48	-	1,200,203.77
Subsequent activities:					
01/03/19 - Transfer from FirstBank	-	200,000.00	-	-	200,000.00
01/09/19 - Transfer to First Bank	(20,000.00)	-	-	-	(20,000.00)
01/10/19 - Tax distribution	1,276.41	-	16,281.99	-	17,558.40
01/25/19 - Transfer to A-1 Bond Fund	-	-	(35,427.22)	-	(35,427.22)
01/25/19 - Transfer to A-2 Bond Fund	-	-	(3,189.48)	-	(3,189.48)
01/31/19 - Interest income	3,013.93	-	-	-	3,013.93
02/08/19 - Tax distribution	3,149.09	-	17,526.45	-	20,675.54
02/28/19 - Interest income	2,755.08	-	-	-	2,755.08
Anticipated transfer to A-1 Bond Fund	-	-	(15,991.67)	-	(15,991.67)
Anticipated transfer to A-2 Bond Fund	-	-	(1,574.55)	-	(1,574.55)
Anticipated transfer to FirstBank	(20,000.00)	-	-	-	(20,000.00)
<i>Anticipated Balance</i>	<u>945,497.62</u>	<u>402,526.18</u>	<u>-</u>	<u>-</u>	<u>1,348,023.80</u>
<u>UMB - 2017 A-1 Bond Fund</u>					
Balance as of 12/31/18	-	-	328,485.07	-	328,485.07
Subsequent activities:					
01/02/19 - Transfer from Reserve fund	-	-	2,749.27	-	2,749.27
01/25/19 - Transfer from Colotrust	-	-	35,427.22	-	35,427.22
01/31/19 - Interest income	-	-	689.06	-	689.06
Anticipated transfer from Colotrust	-	-	1,574.55	-	1,574.55
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>368,925.17</u>	<u>-</u>	<u>368,925.17</u>
<u>UMB - 2017 A-1 Reserve Fund</u>					
Balance as of 12/31/18	-	-	1,687,625.00	-	1,687,625.00
Subsequent activities:					
01/02/19 - Transfer to A-1 Bond Fund	-	-	(2,749.27)	-	(2,749.27)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,684,875.73</u>	<u>-</u>	<u>1,684,875.73</u>
<u>UMB - 2017 A-2 Bond Fund</u>					
Balance as of 12/31/18	-	-	47,096.13	-	47,096.13
Subsequent activities:					
01/25/19 - Transfer from Colotrust	-	-	3,189.48	-	3,189.48
01/30/19 - Transfer from Reserve Fund	-	-	1,951.33	-	1,951.33
01/31/19 - Interest income	-	-	90.04	-	90.04
Anticipated transfer from Colotrust	-	-	15,991.67	-	15,991.67
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>68,318.65</u>	<u>-</u>	<u>68,318.65</u>
<u>UMB - 2017 A-2 Reserve Fund</u>					
Balance as of 12/31/18	-	-	151,454.64	-	151,454.64
Subsequent activities:					
01/30/19 - Transfer to A-2 Bond Fund	-	-	(1,951.33)	-	(1,951.33)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,503.31</u>	<u>-</u>	<u>149,503.31</u>
<u>UMB - 2017 A-2 Project Fund</u>					
Balance as of 12/31/18	-	-	-	84,389.92	84,389.92
Subsequent activities:					
01/31/19 - Interest income	-	-	-	137.46	137.46
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>84,527.38</u>	<u>84,527.38</u>
<i>Anticipated Balances</i>	<u>\$ 961,985.68</u>	<u>\$ 742,693.36</u>	<u>\$ 2,271,622.86</u>	<u>\$ 101,082.75</u>	<u>\$ 4,077,384.65</u>
<u>Current Yield - 01/31/19</u>					
Colotrust - 2.59%					
UMB - 2.07%					

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	-	-	-	-	-	-	-	0.00%	0.03%	929,240.41	31.70%	35.63%
March	-	-	-	-	-	-	-	0.00%	0.03%	951,477.75	32.41%	68.04%
April	-	-	-	-	-	-	-	0.00%	0.03%	330,696.33	10.94%	78.98%
May	-	-	-	-	-	-	-	0.00%	0.03%	141,896.64	4.25%	83.23%
June	-	-	-	-	-	-	-	0.00%	0.03%	438,438.67	14.66%	97.89%
July	-	-	-	-	-	-	-	0.00%	0.03%	0.00	-1.07%	96.83%
August	-	-	-	-	-	-	-	0.00%	0.03%	35,373.89	1.12%	97.94%
September	-	-	-	-	-	-	-	0.00%	0.03%	0.00	-1.35%	96.59%
October	-	-	-	-	-	-	-	0.00%	0.03%	0.00	0.00%	96.59%
November	-	-	-	-	-	-	-	0.00%	0.03%	16,873.05	0.26%	96.86%
December	-	-	-	-	-	-	-	0.00%	0.03%	17,558.40	0.01%	96.86%
\$	838.34	\$ -	\$ 19,850.29	\$ (0.52)	\$ (12.57)	\$ -	\$ 20,675.54	0.03%	0.03%	\$ 2,993,123.96	96.86%	96.86%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
Property Tax				
General Fund	\$ 481,462	15.73%	\$ 131.87	0.03%
Debt Service (2017 A-1)	2,338,532	76.40%	640.53	0.03%
Debt Service (2017 A-2)	240,731	7.87%	65.94	0.03%
Debt Only (2017 A-1)	104,656	100.00%	-	0.00%
	<u>\$ 3,165,381</u>		<u>\$ 838.34</u>	<u>0.03%</u>
Specific Ownership Tax				
General Fund	\$ 28,888	15.73%	\$ 3,019.28	10.50%
Debt Service (2017 A-1)	118,234	76.40%	14,665.07	12.40%
Debt Service (2017 A-2)	36,522	7.87%	1,509.64	4.10%
Debt Only (2017 A-1)	6,279	100.00%	656.30	10.50%
	<u>\$ 189,923</u>		<u>\$ 19,850.29</u>	<u>10.45%</u>
Treasurer's Fees				
General Fund	\$ (7,202)	15.73%	\$ (1.98)	0.00%
Debt Service (2017 A-1)	(35,078)	76.40%	(9.60)	0.00%
Debt Service (2017 A-2)	(3,611)	7.87%	(0.99)	0.00%
Debt Only (2017 A-1)	(1,570)	100.00%	-	0.00%
	<u>\$ (47,461)</u>		<u>\$ (12.57)</u>	<u>0.03%</u>

This supplementary information should be read only in connection with the accompanying accountant's compilation report.

Southlands Metro District #1
 Reconciliation of 2018 General Operations Fees
 As of 3/11/19

	<u>2018 Budget</u>	<u>2018 Actual</u>	<u>2018 General Operating Fee Revenue</u>	<u>Excess of revenues over (under) O&M expenditures</u>
Operations and maintenance				
Floral	\$ 275,000	\$ 221,252		
Landscape maintenance & irrigation repair	150,000	236,700		
Monthly cleaning	205,000	198,910		
Pest control	10,000	-		
Property maintenance	125,000	109,545		
Property management	40,000	36,287		
Repairs and maintenance	350,000	239,959		
Security	90,000	55,896		
Signage and décor *	65,000	107,883		
Snow removal	500,000	206,530		
Street lighting/striping	115,000	173,569		
Street repairs/sidewalk	120,000	36,723		
Street sweeping	23,000	22,860		
Traffic signal maintenance	3,000	197		
Utilities	150,000	176,586		
Expense reimbursement / penalty income	-	(7,975)		
Operating reserves	-	248,459		
Total operations and maintenance	\$ 2,221,000	\$ 2,063,381	\$ 2,221,000	\$ 157,619

Total 2018 reconciliation amount due / (refund to property owners)

\$ (157,619)

Southlands Metro District #1
 Reconciliation of 2018 General Operations Fees
 As of 3/11/19

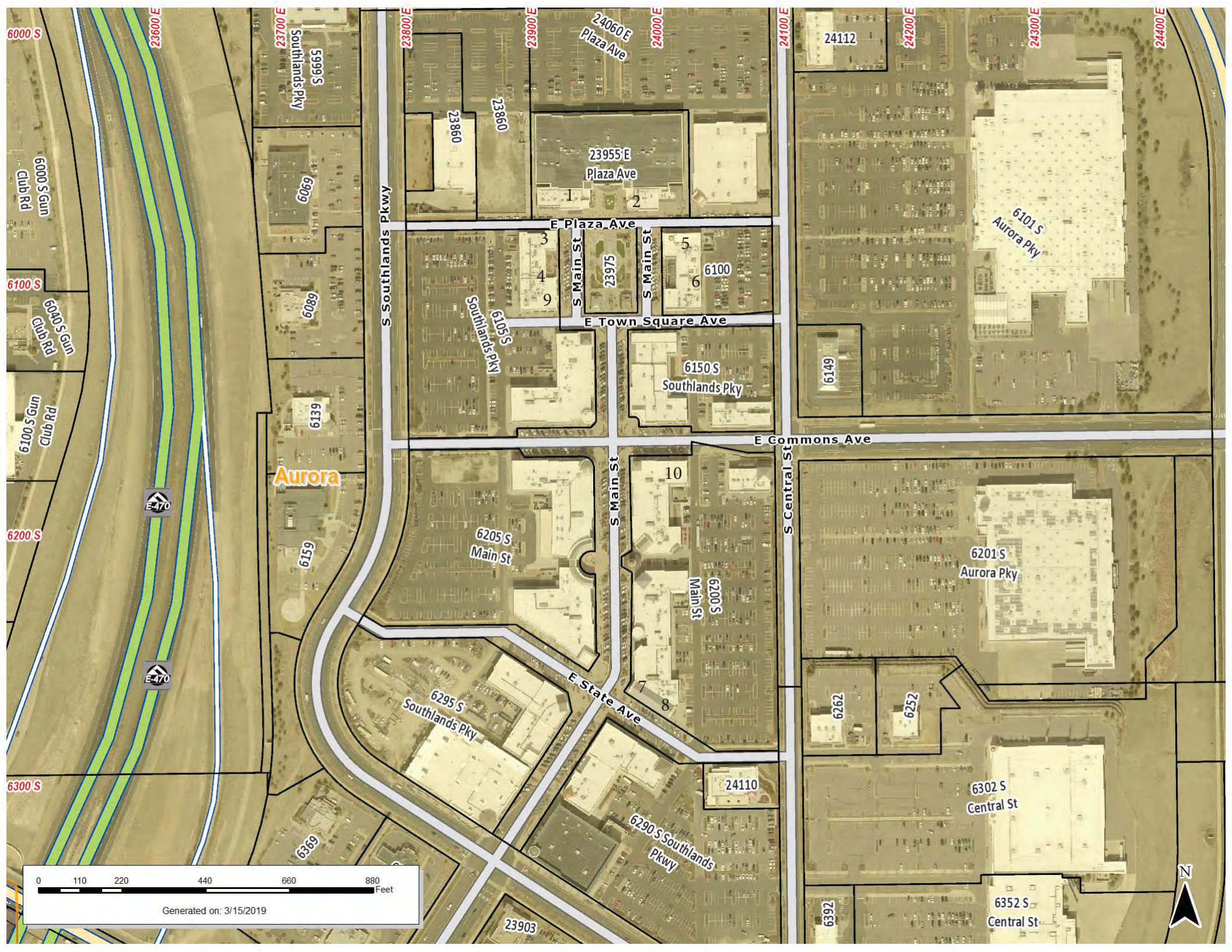
Billing Name	Property Address	Leased sq. ft	Current SF Percentage of Total	2018 Actual Expenses	Total 2018 GOF Billed	2018 Reconciliation Amount Due / (Refund)
Centura Health	6069 S Southlands Pkwy, Aurora, CO 80016-5316	87,445	1.23%	25,470	27,416	(1,946)
Centura Health (Lot 4)	6159 South Southlands Pkwy, Aurora, CO 80016	44,612	0.63%	12,994	13,987	(993)
Centura Health (Lot 5)	6159 South Southlands Pkwy, Aurora, CO 80016	39,868	0.56%	11,612	12,499	(887)
JC Penney	6302 S Central St Aurora, CO 80016	431,671	6.09%	125,732	135,336	(9,604)
BAJ **	23902 E. PROSPECT AVE, Aurora, CO 80016			6,212	6,687	(475)
AKAL Realty LLC **	23902 E. PROSPECT AVE, Aurora, CO 80016	54,060	0.76%	9,534	10,262	(728)
Chili's	6379 South Southlands Parkway, Aurora, Colorado	89,142	1.26%	25,964	27,948	(1,983)
PF Changs	23902 E. PROSPECT AVE, Aurora, CO 80016	76,567	1.08%	22,302	24,005	(1,704)
HV-1	23902 E. PROSPECT AVE, Aurora, CO 80016	70,453	0.99%	20,521	22,088	(1,568)
LF-9	24112 E. Orchard Rd, Aurora, CO 80016	43,457	0.61%	12,658	13,625	(967)
Village Inn	24222 E. Prospect Ave, Aurora, CO 80016	60,205	0.85%	17,536	18,875	(1,340)
On The Border	6369 S Southlands Pkwy, Aurora, CO 80016	85,900	1.21%	25,020	26,931	(1,911)
Pacific Aurora	23973 & 23963 E. Prospect Ave, Aurora, CO 80016	71,800	1.01%	20,913	22,511	(1,598)
LEJ Properties	23860 E. ORCHARD RD, Aurora, CO 80016	71,045	1.00%	20,693	22,274	(1,581)
Vision Works/SLC	6252 S Central St., Aurora, CO 80016	47,629	0.67%	13,873	14,933	(1,060)
Mile High Hospitality, Inc. ***	24152 E. Prospect Ave., Aurora CO 80016			29,032	31,249	(2,217)
Safari Hotel Fund ***	24152 E. Prospect Ave., Aurora CO 80016	142,112	2.01%	12,361	13,305	(944)
Discount Tire	6392 S Central St, Aurora, CO 80016	38,465	0.54%	11,204	12,059	(856)
Wong 444, Inc./KFC/Harman	24223 East Prospect Avenue, Aurora, CO 80016-5341	51,864	0.73%	15,106	16,260	(1,154)
Wells Fargo	23962 E Prospect Ave, Aurora, CO 80016	56,923	0.80%	16,580	17,846	(1,267)
GMRI (Olive Garden) - 1714	6089 South Southlands Parkway, Aurora, CO 80016	79,836	1.13%	23,254	25,030	(1,776)
GMRI (Red Lobster) - 6334	6139 S. Southlands Parkway, Aurora, CO 80016	77,186	1.09%	22,482	24,199	(1,717)
Wal-Mart/Sams Club	6201 South Aurora Parkway, Aurora, CO 80016	566,597	7.9981%	165,031	177,638	(12,607)
Mister Hotshine	24273 East Prospect Avenue Aurora, CO 80016	68,266	0.96%	19,884	21,403	(1,519)
Wal-Mart	6101 S Aurora Pkwy, Aurora, CO	1,128,974	15.94%	328,834	353,953	(25,119)
Agree LLP	6352 S Central St # B, Aurora, CO 80016-5400	355,168	5.01%	103,449	111,351	(7,902)
Fitzsimons Credit Union	6359 S. Southlands Parkway, Aurora, CO 80016	46,533	0.66%	13,554	14,589	(1,035)
Good Times	6155 S. Main Street Southlands Mall Aurora, CO 80016	54,758	0.77%	15,949	17,168	(1,218)
NWSL Southlands Town Center, LLC *	6200 S. SOUTHLANDS PKY, Aurora, CO 80016	1,593,198	22.49%	464,412	499,881	(35,467)
Lazy Dog *	6200 S. SOUTHLANDS PKY, Aurora, CO 80016	24,096	0.34%	6,653	7,169	(516)
Jim N Nick's	24153 East Prospect Avenue Aurora, CO 80016-5337	68,453	0.97%	19,938	21,461	(1,523)
Mountain Del, LLC	24023 E. Prospect Ave., Aurora, CO 80016	58,738	0.83%	17,109	18,415	(1,307)
Spasco of Colorado, HV-14	23972 E. Prospect Ave., Aurora, CO 80016	40,498	0.57%	11,796	12,697	(901)
NWSL Power Center, LLC	24101 E. ORCHARD RD, Aurora, CO 80016	1,358,624	19.18%	395,723	425,952	(30,229)
Total		7,084,143	100%	\$ 2,063,381	\$ 2,221,000	(157,619)

* Lazy Dog purchased 24,096 SF from Southlands Town Center on January 19, 2018

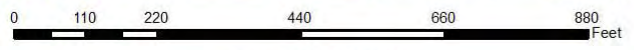
** BAJ is responsible for 144 days of the share of 2018 expenses based on its SF. AKAL Realty LLC is responsible for 221 days of the share of 2018 expenses based on its SF

*** Mile High Hospitality is responsible for 256 days of the share of 2018 expenses based on its SF. Safari Hotel Fund is responsible for 109 days of the share of 2018 expenses based on its SF

	M & J Wilkow Tenants w. Patios	Contact Info	Phone	Email
1	Bad Daddy's Burger Bar	Trista Schamdown	303-627-5707	tschamdown@bdrestaurants.com
2	Tokyo Joe's			
3	Old Chicago	Kevin Alexander	303-617-1442	oc0067@oldchicago.com
4	The Lost Cajun	Greg Jones	720-707-9979	gregiones427@yahoo.com
	Vacancy (former Platea Latin Eatery)	No Contact	N/A	N/A
5	Buffalo Wild Wings	Denny Sehmman	720-870-4475	669@buffalowildwings.com
6	Bar Louie	Bobby Wamsley	720-463-0460	louie.blsouthlands@blro.net
7	McAlister's Deli	Jolene Nelson	720-214-9440	1412@mcadeli.com
8	Wine Experience Café	Eldon Larson	303-690-1025	elarson@wineexworldcellar.com
	Proposed			
9	Ted's Montana Grill			
10	Bent Barley Brewing Co.			



Aurora



Generated on: 3/15/2019



80016-5357



23955 E Plaza Ave
Aurora
80016-5357

Bad Daddy's Burger Bar

Aurora

Tokyo Joe's

E Plaza Ave

6105 S Southlands Pky
Aurora

Main St

23975 E Town Square Ave
Aurora

Main St

6100 S Southlan
Aurora

Tokyo JOE'S

Tokyo JOE'S

PHARMACY

Walmart





Tokyo
JOE'S

His Barber &
Beaut Salon

DUYFIT
CLUBS

PITON

ISLANDS
MAIN STREET

Walmart



Bad Daddy's BURGER BAR

BURGERS BEER SALADS FRIES SHAKES

107

Bad Daddy's BURGER BAR

Bad Daddy's BURGER BAR

E Plaza Ave

Old Chicago

The Lost Cajun

Ted's Montana Grill

S Main St



E Plaza Ave



**Old Chicago Pizza
and Taproom**
Chain spot for Italian...

**The Lost Cajun
- Southlands**



Ted's Montana Grill
Bison & burger-focused
steakhouse

S Main St

1 Square Ave

E Town Square Ave

Sunglass Hut



Cajun

Beignets

Gumbo

104

OLD CHICAGO

PIZZA & TAPROOM

POKESTORY

MAIN STREET



Please see host
for patio seating

OLD CHICAGO
— PIZZA & TAPROOM —

23955 E Plaza Ave
Aurora
80016-5357

24000 E

24060 E Plaza Ave
Aurora

24100 E

E Plaza Ave

Buffalo Wild Wings

6100 S Southlands Pky
Aurora

Bar Louie

S Main St

S Central St

6101 S Aurora Pky
Aurora
80016-5801

23975 E Town Square Ave
Aurora
80016-5334

S Main St

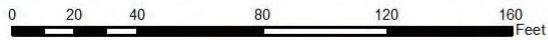
E Town Square Ave

6150 S Southlands Pky
Aurora

S Main St

6149 S Aurora Pky
Aurora
80016-5801

6105 S Southlan
Aurora
80016



Generated on: 3/15/2019



6100 S
Aurora



6100





WING WINGS

STOP

1113



Bar Louie

Lunch • Dinner • Late Night Dining

Kitchen Open 'Til Close

Burgers Apps Wine Beer

Dinner Late Night Happy Hour

SOUTH HAVEN MAINSTREET

SOUTH HAVEN MAINSTREET

WiFi



Happy Hour

Lunch • Dinner • Late Night Dining

Eastern Shore Winery

Apps

Wine

Beer

Dinner

Late Night

Happy Hour

MAIN STREET

MAIN STREET

GYMBOREE

6205 S Main St
Aurora
80016-5370

24000 E

6200 S Main St
Aurora
80016-5367

Aurora

McAlister's Deli

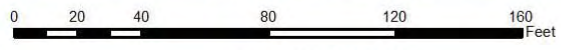
Wine Experience Cafe

6295 S Southlands Pkwy
Aurora
80016

S Main St
E State Ave

6290 S Southlands Pkwy
Aurora
80016

24110 E State Ave
Aurora
80016



Generated on: 3/15/2019



My Best Friend's Closet Southlands

Rocky Mountain Chocolate Factory

New York & Company

Yankee Candle

McAlister's Deli

Wine Experience C

Suite 112

S Main St

E State Ave

E State Ave

Eddie Bauer

6105 S Southlands Pky
Aurora
80016

6150 S Southlands Pky
Aurora

E Commons Ave

Aurora

6205 S Main St
Aurora
80016-5370

Bent Barley
Brewing

6200 S Main St
Aurora
80016-5367



Generated on: 3/15/2019



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

ESTABLISHING FORM RIGHT-OF-WAY PERMIT AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

APPROVED AND ADOPTED THIS 26TH DAY OF MARCH, 2019.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Establishing ROW Permit and Regulations.

EXHIBIT A
ROW Permit and Regulations

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

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

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

Type of Backfill Material: Flowfill Flashfill Class 6 Roadbase Native

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

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

Construction Activity (general description): _____

Pavement Cut: Length (FT) _____ Width (FT) _____ Additional Cuts: Length (FT) _____ Width (FT) _____

Excavation Area: Length (FT) _____ Width (FT) _____ Additional Cuts: Length (FT) _____ Width (FT) _____

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

Construction plan or sketch submitted?: Y N

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

Traffic Control Plan? Y N Detour Plan? Y N

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

Permit Holder Representative: Print Name: _____ Date: _____

Signature: _____

Accepted by the District this ___ day of _____, 2019.

District Signature: _____ Permit Expiration Date: _____

Permit Extension: _____ Extended Permit Expiration Date: _____
District Signature

Project Completion: _____ Warranty Expiration Date: _____

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

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

District Signature

1. **Regulations:** All work under the Permit shall be performed in accordance with the current Southlands Metropolitan District No. 1 (“District”) Right-of-Way Regulations (Regulations). The Permit Holder shall be responsible to ensure that all contractors and subcontractors comply with the terms and conditions of the Permit and the Regulations. Failure to comply with these Regulations may result in a Notice of Violation (NOV) being issued to the Permit Holder by the District. Upon issuance of a NOV, the Permit Holder shall secure the site(s), provide the necessary traffic control, and discontinue all non-corrective work within the right-of-way. No further work will be allowed until the corrections are completed, additional fees are paid and the NOV is rescinded by the District. The District retains the authority to revoke any Permit for failure to comply with these Regulations or other applicable rules or regulations of the City of Aurora (“City”).
2. **Conformance with Standards:** All work must conform to the construction plans, sketches, and traffic control plans submitted to the District as part of the Permit application. In the event of a conflict between the Permit and the District’s Regulations or Construction Standards, the District’s Regulations or Construction Standards shall govern. Any deviation from the District’s Regulations or Construction Standards, if granted, shall be fully described in the Permit along with the justification for same.
3. **Subcontractors:** Subcontractors are authorized to perform work under the Permit, provided that they are listed on the Permit or are added to the Permit prior to starting work. Subcontractors must hold a valid contractor’s license with the City.
4. **Notifications:** Notify the District a minimum of two (2) working days prior to initiating planned (non-emergency) construction activities and a minimum of twenty-four (24) hours in advance of each required inspection. A NOV may be charged to the Permit Holder if the contractor cancels a scheduled inspection or changes the work schedule without providing a minimum of four (4) hours advance notice to the District.
5. **Preconstruction Meeting:** Permits may require a preconstruction meeting to be scheduled with the District’s Designated Representative (“Designated Representative”). The Designated Representative may require attendance by any or all of the following parties: Permit Holder, Contractor, Subcontractors, project design engineer, and project design traffic engineer. Starting work prior to a required preconstruction meeting is justification for a NOV.
6. **Work Hours:** Work hours are limited to 8:00 a.m. to 3:30 p.m., Monday through Friday. No work is permitted on Saturday, Sunday or designated Holiday without prior approval of the District.
7. **Utility Locates:** In accordance with 9-1.5-103, C.R.S., prior to undertaking any excavation activities, the Permit holder shall notify the Utility Notification Center of Colorado and if necessary the tier two members having underground facilities in the area of such excavation. The Permit Holder is solely responsible for all utility locates and registration in accordance with these Regulations, and other applicable rules and regulations of the City.
8. **Traffic Control:** The approved traffic control plan shall be modified in the field, when required by the District or Designated Representative, in order to improve traffic flow or safety. Barricades, cones, signs, or other vehicular or pedestrian traffic controls shall be taken out of service after designated working hours unless their use and application are required to ensure the safety of the traveling public. In that case, those controls shall be noted on the approved traffic control plan.
9. **Daily cleanup:** Upon completion of each day’s work, the permit holder is responsible for ensuring that all litter, construction debris and other waste materials resulting from the work is removed from the site and that the site is left in a neat and orderly appearance. The street pavement and sidewalk shall be swept daily, if required by the District or Designated Representative, for dust control and to remove all loose material resulting from the work.
10. **Pumped Water:** Sediment and/or debris from water that is pumped out of structures during maintenance activities or maintenance work shall be contained within the work area and removed from the street. Sediment shall not flow to the gutter or ditch without providing inlet protection and/or sediment control devices for containment. The contractor shall clean the street and gutters whenever sediment is pumped out of a work area. Failure to provide sediment control when sediment is discharged outside of the work area is justification for a NOV.

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

RIGHT-OF-WAY PERMIT – REGULATIONS

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

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

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

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

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

16. Surety Bond: The Permit Holder shall secure or cause to be secured a surety bond in the amount of 150% of the cost estimate of the work to be provided under the Permit, or an annual general contractor liability bond of \$1,000,000 in a form acceptable to the District. The District may require a cash bond, or other form of surety, in its sole and absolute discretion. All bonds shall be valid for two (2) years from the Project Completion Date.

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

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

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

18. Permit Amendment: An amendment is required when a permit quantity increases by more than ten percent (10%) or additional construction activities are scheduled to occur which were not contemplated at the time the Permit was originally issued by the District. The final quantity of work will be reviewed during the final completion inspection.
19. Refunds: With the exception of permits cancelled by the District, no refunds shall be issued on any Permit fees paid without approval of the District. An administrative fee may be charged to refunds issued for cancelled permits.
20. Permit Extension: The duration of any Permit may be extended when approved by the Designated Representative or District. Requests for extension must be made in writing to the Designated Representative a minimum of ten (10) working days prior to the Permit Expiration Date. The minimum fee to be charged for extending a Permit is the base fee. Additional fees may be assessed at the discretion of the District. Any extended Permit Extension Date shall be reflected on the form of Permit reviewed and accepted by the District.
21. Completion Inspection: The Permit Holder or contractor shall schedule a completion inspection with the Designated Representative a minimum of twenty-four (24) hours in advance of leaving the site after completion of the work. The Designated Representative shall provide an inspection report with a written punchlist of all deficiencies, if any, that must be corrected prior to acceptance of the work for completion of the Permit. **All compaction testing must be certified by a professional Geo-Tech engineer.** The Permit Holder shall complete the punchlist and schedule a final inspection within seven (7) calendar days, unless a written extension is approved by the Designated Representative. If there are no punchlist items, the completion inspection will be the final inspection. Failure to schedule a completion inspection prior to leaving the site after completing the work is a justification for a NOV.
22. Final Inspection: If the completion inspection is not the final inspection, the Permit Holder or contractor shall complete the punchlist and schedule a final inspection within the earlier of (i) seven (7) calendar days, or (ii) the Permit Expiration Date, unless a written extension is approved by the Designated Representative. Failure to complete the punchlist items within the period approved by the Designated Representative and schedule the final inspection is justification for a NOV. If the Designated Representative does not accept the corrected work at the final inspection, or the work is not completed, the Designated Representative may assess a NOV.
23. Acceptance: Upon acceptance of the work after the final inspection, the Designated Representative will sign and date the Permit to indicate the start date for the warranty period.
24. Warranty: All work performed under the Permit shall be warranted for two (2) years from the date of acceptance. During the warranty period, the Permit Holder may be notified in writing of any defective work and shall correct the defective work within fourteen (14) calendar days or the time allowed in writing by the District or Designated Representative. The corrective work shall be warranted for two (2) years after completion. Failure to correct the deficiencies within the required time period, or obtain a written extension, is justification for a NOV.
25. Warranty Inspection: The District or Designated Representative will send a notice of warranty inspection to the Permit Holder prior to the Warranty Expiration Date. The notice will indicate that the work is accepted and the Permit is closed or it will include a written punchlist of deficiencies that must be corrected within fourteen (14) calendar days or the time allowed in writing by the District or Designated Representative. The Permit Holder shall notify the Designated Representative after the punchlist is completed. Failure to complete the punchlist within the required time period, or obtain a written extension, is justification for a NOV.
26. Appeals Procedure: Any applicant for a Permit and any Permit Holder may appeal to the District Manager in writing any decision by the Designated Representative made pursuant to these Regulations. Unless otherwise approved by the District in writing, no work under the Permit shall be allowed during the pendency of the appeal.
27. Indemnification: The District shall not be liable for any loss, injury, death or damage to any person or property which may arise from the use of this Permit (including, but not limited to, loss, injury, death or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, theft, burst pipes or plumbing failures). The Permit Holder hereby expressly agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and insurers against any claim, liability, loss, damage, demand, action, cause of action or expense of whatever nature (including

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

RIGHT-OF-WAY PERMIT – REGULATIONS

court costs and attorneys' fees) which may result from any loss, injury, death or damage to any person which arises directly or indirectly out of or is caused by reason of Permit Holder's use or occupancy of any District property, any omission, act of negligence, willful misconduct, or any criminal or tortious act or omission by the Permit Holder or any of its contractors, subcontractors, employees, agents or representatives, or Permit Holder's failure to fulfill the terms and conditions of this Permit. The obligation to indemnify and save harmless the District its officers and employees shall not terminate, and shall survive the expiration of this Permit and the termination of the Permit. It is expressly agreed that in case of the Permit Holder's breach of any of the within promises, the District may at its option, have specific performance thereof, sue for damages resulting from such breach, or take affirmative action to correct such breach and charge the Permit Holder for the cost thereof. The Permit Holder is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Permit Holder under worker's compensation acts, disability acts or other employee benefit acts.

28. Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

29. Insurance:

a) The Permit Holder shall acquire and maintain, at its sole cost and expense, during the entire term of any Permit, insurance coverage in the minimum amounts set forth in the "Insurance Requirements", attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Section 29 of these Regulations.

b) Prior to commencing any work under the Permit, the Permit Holder shall provide the District with a certificate or certificates evidencing the policies required by these Regulations, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto. If the Permit Holder subcontracts any portion(s) of the work performed under the Permit, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Permit Holder. If the coverage required expires during the term of the Permit, the Permit Holder shall provide replacement certificate(s) evidencing the continuation of the required policies.

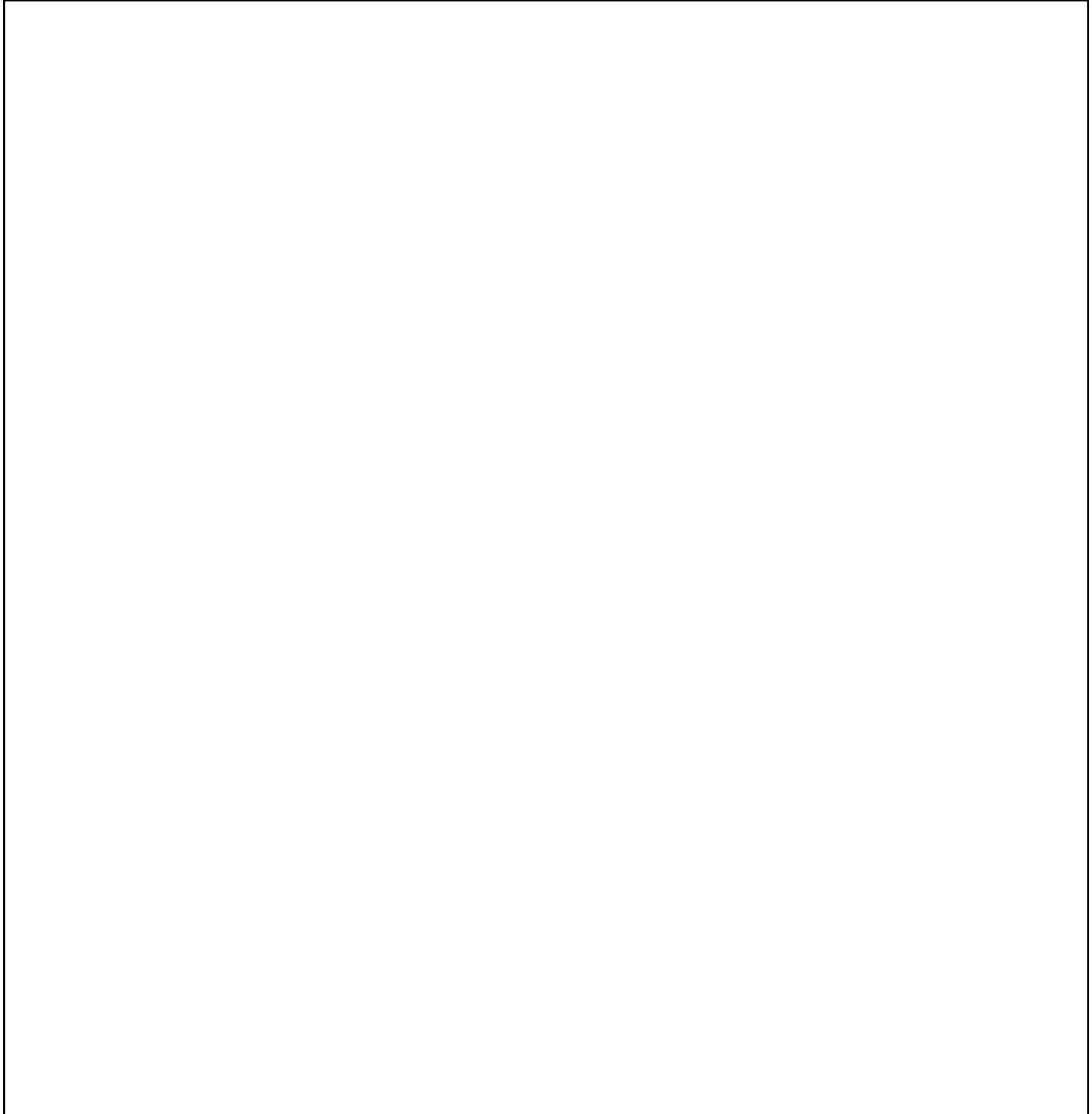
c) The Permit Holder's failure to purchase the required insurance shall not serve to release it from any obligations contained in the Regulations; nor shall the purchase of the required insurance serve to limit the Permit Holder's liability under any provision in the Regulations or Permit. The Permit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

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

NOTE:

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

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

A large, empty rectangular box with a thin black border, intended for the applicant to draw a sketch plan. The box is centered on the page and occupies most of the lower half of the document.

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

Permit #: _____ # of Work Days: _____ App. Date: _____

Permit Holder: _____

Project Location or Address: _____

Work Description:

Administrative Fees (Non Refundable)	Unit	Unit Cost	Fee
Construction/Maintenance Activities BASE FEE (required for each permit)	EA	\$100	
Storage Activity: BASE FEE (required for each permit, good for 7 days / e.g. pods, landscape materials, etc.)	EA	\$25	
ROW Occupancy (dumpsters, machinery, tools, etc.)	Week	\$50	
Street closure/detour plan review	EA	\$175	
Traffic control plan review	EA	\$175	
Project and/or plan review	EA	\$100	
Designated Representative Fee	EA	\$500	
Engineer Review and Oversight Fee	EA	Actual Cost	
Geo-Tech Compaction Testing Fee	EA	Actual Cost	
ROW Activity Fees			
Lane Closure Fee	Day	\$500	
Sidewalk Closure Fee	Day	\$100	
Notice of Violation			
Notice of Violation Fee	Per Notice	\$1,500	
Restoration Fee (After Notice of Violation)	EA	Actual Cost	
Total Fee Due at Time of Application			\$
Comments:			

Type of Bond(s) (i.e., surety bond, cash bond, performance bond, warranty bond)	Amount of Bond	Expiration Date	Comments

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

_____ Date: _____

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

Signature

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

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Permit Holder, Contractor or Subcontractor involved with the performance of the work, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 1. premises operations;
 2. personal injury liability without employment exclusion;
 3. limited contractual;
 4. broad form property damages, including completed operations;
 5. medical payments;
 6. products and completed operations;
 7. independent consultants coverage;
 8. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Permit to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the work, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

Resolution No. 2019-03-01

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

ADOPTED this 26th day of March, 2019.

SOUTHLANDS METROPOLITAN DISTRICT
NO. 1

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

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

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

Signature

Printed Name

WORK ORDER NO. ___ TO INDEPENDENT CONTRACTOR AGREEMENT
(Name of Contract/Contractor)

This Work Order No. ___ (the "Work Order") is to the Independent Contractor Agreement between Southlands Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and _____ a _____ (the "Independent Contractor") dated _____, 20___, as amended from time to time (the "Agreement").

Pursuant to the Agreement, the District may request the Contractor to provide additional services not set forth therein. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor.

The District and the Contractor desire the Contractor provide additional services in accordance with this Work Order and the Agreement.

The District and the Contractor agree that all terms and conditions of the Agreement shall apply to the Scope of Services set forth in this Work Order.

SCOPE OF SERVICES/COMPENSATION SCHEDULE
<p>Scope of Services: The Contractor shall perform the additional services as identified on the Work Order attached hereto and incorporated herein as Exhibit A</p> <p>Compensation: The District shall pay the Independent Contractor the amount of _____ for the additional services identified on the Work Order attached hereto as Exhibit A.</p>

INDEPENDENT CONTRACTOR:

Printed Name: Title:

DISTRICT:

Southlands Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer of the District

EXHIBIT A
Work Order Scope of Services and Compensation

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
CONTRACT**

Name of Contractor/Provider/Consultant: []

Title of Agreement/Contract: []

Agreement/Contract Date: _____, 20__

This Contract ("Agreement") is made by and between Southlands Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the above-referenced contractor, provider, or other consultant (the "Contractor").

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the "Services"): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District; and (d) in compliance with all applicable federal, state, county and local or municipal statutes, ordinances and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers' compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Prohibitions on Public Contracts for Services. The Contractor shall comply with the provisions of §8-17.5-101, *et. seq.* C.R.S., and certifies that Contractor is in compliance with the provisions of this law as evidenced by Contractor's signature below. Contractor's violation of the requirements of §8-17.5-101, *et. seq.* C.R.S. is grounds for termination of the Agreement and may subject the Contractor to actual and consequential damages.

The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in the Agreement and will participate in the E-

Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services contemplated herein.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in the Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that such Department is undertaking pursuant to the authority established in §8-17.5-102, C.R.S.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or

any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability acts or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the Districts' obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

12. Remedies. To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then current fiscal period.

13. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

15. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

16. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

District:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule



October 3, 2018

Southlands Lifestyle Center
Attn: Ann Finn-SDMS, Inc.
afinn@sdmsi.com
kmcglynn@wilkow.com

Southlands Lifestyle Center

2018 Renovations of Mainstreet Beds

A. Commons and Main (8) Beds – Demo Only

- 1. Remove gravel and store on site.
- 2. Remove all plants.

Section A Total: \$2,400.00 _____

B. Sola Salons (2) Beds – Demo Only

- 1. Remove gravel and mulch
- 2. Remove all plants.

Section A Total: \$1,600.00 _____

C. Mainstreet and State (7) Beds– Demo Only

- 1. Remove gravel.
- 2. Remove all plants.

Section A Total: \$2,400.00 _____

D. Mainstreet Lens Crafters and Sleep Number– Demo Only

- 1. Remove gravel.
- 2. Remove all plants.

Section A Total: \$3,200.00 _____

E. (2) Beds at OCC – Demo Previously Completed

Total for Demo only \$9,600.00

***Irrigation repairs will be made on a T&M Basis and billed Separately
***Pricing does not include sales tax. All applicable taxes will be added to the final invoice

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 where indicated and email to Tara Fayard at tara@westernproscapes.com. If there are any additions that you would like to make please contact me at (303) 789-3934. Thank you for working with Western Proscapes, Inc. We appreciate the opportunity to be of service to you.

Sincerely,
Tara Fayard
Western Proscapes, Inc.

Accepted By: _____ Date: _____



October 3, 2018

Southlands Lifestyle Center
Attn: Ann Finn-SDMS, Inc.
afinn@sdmsi.com
kmcglynn@wilkow.com

Southlands Lifestyle Center

2018 Renovations of Mainstreet Beds

A. Commons and Main (8) Beds

1. Remove gravel and store on site.
2. Remove all plants.
3. Add (6) yards of amendment.
4. Install perennials, shrubs and grasses.
 - a. (24) 5gal Knockout Roses
 - b. (30) 1gal Fountain Grass
 - c. (40) 1gal Autumn Joy Sedum
 - d. (50) 1gal Rocky Mountain Columbine
 - e. (6) flats Shasta Daisy
 - f. (40) 1 gal Stella D'Oro Daylily
 - g. (4) flats Coreopsis
5. Install (8) yards of Mulch

Section A Total: \$16,775.00_____

B. Sola Salons (2) Beds

1. Remove gravel and mulch
2. Remove all plants.
3. Add (6) yards of amendment.
4. Install perennials and grasses.
 - a. (14) 5gal Red Knockout Roses
 - b. (18) 1gal Fountain Grass
 - c. (4) flats Shasta Daisy
 - d. (24) 1 gal Stella D'Oro Daylily
 - e. (4) flats Coreopsis
5. Install (6) yards of Mulch
6. Plant annual in (2) Beds
 - a. Summer (To be billed separately \$1,200.00.)
 - b. Fall (To be billed separately \$1,000.00)

Section A Total: \$7,200.00_____

C. Mainstreet and State (7) Beds

1. Remove gravel.
2. Remove all plants.
3. Add (5) yards of amendment.
4. Install perennials, shrubs and grasses.
 - a. (40) 5gal Knockout Roses
 - b. (30) 1gal Fountain Grass



- c. (50) 1gal Rocky Mountain Columbine
- d. (3) flats Shasta Daisy
- e. (24) 1 gal Stella D'Oro Daylily
- f. (4) flats Coreopsis
- 5. Install annuals in (4) lower beds Summer. (to be billed separately \$2,800.00)
- 6. Install (4) yards of Mulch

Section A Total: \$23,300.00 _____

D. Mainstreet Lens Crafters and Sleep Number

- 1. Remove gravel.
- 2. Remove all plants.
- 3. Add (8) yards of amendment.
- 4. Install perennials, shrubs and grasses.
 - a. (16) 5gal Red Knockout Roses
 - b. (15) 1gal Fountain Grass
 - c. (12) Flats Shasta Daisy
 - d. (15) 1gal Stella D'Oro Daylily
 - e. (4) flats Coreopsis
- 5. Install (6) yards of Mulch

Section A Total: \$7,600.00 _____

E. (2) Beds at OCC

- 7. Add (6) yards of amendment.
- 8. Install perennials and grasses.
 - f. (14) 5gal Red Knockout Roses
 - g. (18) 1gal Fountain Grass
 - h. (4) flats Shasta Daisy
 - i. (24) 1 gal Stella D'Oro Daylily
 - j. (4) flats Coreopsis
- 9. Install (6) yards of Mulch
- 10. Plant annual in (2) Beds
 - c. Summer (To be billed separately \$1,200.00.)
 - d. Fall (To be billed separately \$1,000.00)

Section A Total: \$7,200.00 _____

***Irrigation repairs will be made on a T&M Basis and billed Separately

***Pricing does not include sales tax. All applicable taxes will be added to the final invoice

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 where indicated and email to Tara Fayard at tara@westernproscapes.com. If there are any additions that you would like to make please contact me at (303) 789-3934. Thank you for working with Western Proscapes, Inc. We appreciate the opportunity to be of service to you.

Sincerely,
John Probeck
Western Proscapes, Inc.

Accepted By: _____

Date: _____

Patryk Holly
 US
 patryk@r50k.com



ESTIMATE

ADDRESS

Southlands Metropolitan
 District No.1

ESTIMATE # 1004

DATE 03/11/2019

EXPIRATION DATE 03/11/2019

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Service	Mobilization (Lump Sum)	1	1,800.00	1,800.00
	Delivery and Transport of heavy equipment, crew and/ or Materials.			
Service	Skidsteer/Back Ho (Per Hour)	20	105.00	2,100.00
	Utilize heavy equipment to spread dirt and rock from dump trucks and to clean out discharge in pond.			
Service	Tandem Dump Trucks (Lump Sum)	1	6,000.00	6,000.00
	Utilize Dump trucks to import rock and processed dirt.			
Service	Class H Rock (Lump Sum)	1	1,500.00	1,500.00
Service	Processed Dirt (Lump Sum)	1	3,000.00	3,000.00
	Process dirt off sight for moisture and compaction than import			
Service	ECB/TRD	945	6.95	6,567.75
	Erosion Control Blanket and Turf Reinforcement Mat (Per Sq Yard)			
	Installation of Straw Coconut Bio blanket rolls to restore replace and reclamation of disturbed and damaged areas. Includes rake and custom seeding.			
Service	Labor/Supervisor hours (Per Hour)	60	55.00	3,300.00
	Install ECB clean up and compaction of dirt Inside Cavern of washed out, outfall structure.			

Proposal is Good for 30 days from date.

TOTAL

\$24,267.75

Terms are Payed upon Completion of Project.

Includes Warranty.

Umbrella Proposal. Services and products will not exceed total amount shown, however invoice will reflect actual units and services performed.

Accepted By

Accepted Date