

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

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

Tel: (303) 987-0835

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Website: <https://www.colorado.gov/southlandsmid>

NOTICE OF SPECIAL MEETING AND AGENDA

Board of Directors:

Martin Liles

Skye Bailey

Joyce Rocha

April Elliott

VACANT

Office:

President

Vice President

Secretary

Treasurer

Term/Expires:

2023/May 2023

2023/May 2023

2022/May 2022

2022/May 2022

2022/May 2022

DATE: October 20, 2020

TIME: 9:00 a.m.

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

CONFERENCE CALL NUMBER:

1-877-261-8991

PASSCODE:

6168588

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

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 approve payment of claims through the period ending September 28, 2020, totaling \$325,485.14 (enclosure).

- B. Review and accept unaudited financial statements for the period ending August 31, 2020 and accept Cash Position Schedule, dated August 31, 2020, updated as of October 8, 2020 and Operations Fee Report (enclosure).
-

IV. LEGAL MATTERS

- A. Consider approval of Access and Maintenance Easement Agreement between the District and Southlands TC LLC for the plaza area (enclosure).
-

- 1. Discuss insurance.

- 2. Discuss permits.

V. OPERATIONS AND MAINTENANCE

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

- 1. Holiday banners.

- 2. Holiday lighting/tree.

- 3. Asphalt repair work.

- 4. Ratify approval of the Fall Floral Program.

- 5. Other.

- B. Maintenance Report (SDMS):
-

- 1. Review bids and award contract for the Sam's Club Detention Pond Project (enclosure).

- a. Discuss staging, traffic control and access to the detention pond.
-

2. Review proposal for creation of a Landscape Plan for the Median Landscape Renovation Project (to be distributed).
-

3. Consider approval of Addendum to the Independent Contractor Agreement with Universal Protection Service, LP, DBA Allied Universal Security Services for security services (enclosure).
-

VI. CAPITAL IMPROVEMENTS

- A. Discuss status of the 2020 Capital Improvement Project:
-

1. Discuss and review design plan for the Main Street monument sign (enclosure).
-

VII. OTHER MATTERS

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

1. Review proposal for Traffic Engineering Services from Felsburg Holt & Ullevig Inc (enclosure).
-

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 17, 2020 – BUDGET HEARING.**

**Southlands Metropolitan District No. 1
September 2020 Claims**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Payment Method</u>	<u>Amount</u>
09/01/20	Allied Universal	10309819	Bill.com Check	\$ 6,201.54
09/01/20	Aurora Media Group	Multiple	Bill.com Check	140.55
09/01/20	Brody Chemical	Multiple	Bill.com Check	833.98
09/01/20	Chair Rental	Con# 61234	Bill.com Check	1,000.00
09/01/20	CliftonLarsonAllen LLP	2552826	Bill.com EFT	5,821.02
09/01/20	Colorado Hardscapes	531	Bill.com EFT	9,555.00
09/01/20	CSDP&LP	4682	Bill.com Check	85.00
09/01/20	Common Area Maintenance Services	M07152001A	Bill.com Check	1,905.00
09/01/20	Dewberry Engineers, Inc.	1852316	Bill.com Check	884.00
09/01/20	Diversified Underground, Inc	Multiple	Bill.com Check	300.00
09/01/20	Dodge Data & Analytics	A40029257	Bill.com Check	140.76
09/01/20	Full Spectrum Lighting, Inc	Multiple	Bill.com EFT	5,855.00
09/01/20	Hyder Construction Inc.	S2002 Pay App 4	Bill.com Check	7,877.26
09/01/20	M & J Wilkow Properties, LLC	21259	Bill.com EFT	9,336.24
09/01/20	M&J Wilkow	Summer Concert Series	Bill.com Check	9,990.00
09/01/20	Martin Liles	2019 SDA Reimbursement	Bill.com Check	425.56
09/01/20	Millard Mall Services	Multiple	Bill.com EFT	26,599.49
09/01/20	Special District Management Services, Inc.	Multiple	Bill.com EFT	8,017.38
09/01/20	Utility Notification Center of Colorado	Multiple	Bill.com Check	37.25
09/01/20	Western Proscapes	53370	Bill.com Check	17,455.80
09/01/20	White, Bear & Ankele PC	11620	Bill.com EFT	2,065.89
09/02/20	City of Aurora	Multiple	EFT	22,333.98
09/03/20	DBC Irrigation	VISA	VISA	24.05
09/08/20	Xcel Energy	Aug-20	EFT	2,108.38
09/17/20	DBC Irrigation	VISA	VISA	13.00
09/23/20	The Home Depot	VISA	VISA	18.04
09/23/20	DBC Irrigation	VISA	VISA	156.19
09/25/20	Allied Universal	10407019	Bill.com Check	5,035.68
09/25/20	Brody Chemical	Multiple	Bill.com Check	284.73
09/25/20	CliftonLarsonAllen LLP	Multiple	Bill.com EFT	8,691.71
09/25/20	Colorado Hardscapes	652	Bill.com EFT	255.00
09/25/20	Common Area Maintenance Services	M08152002	Bill.com Check	1,905.00
09/25/20	Dewberry Engineers, Inc.	Multiple	Bill.com Check	6,362.00
09/25/20	Dodge Sign Company	F1731	Bill.com Check	231.00
09/25/20	Full Spectrum Lighting, Inc	Multiple	Bill.com EFT	10,550.00
09/25/20	Hyder Construction Inc.	S2002 Pay App 5	Bill.com Check	44,503.61
09/25/20	M & J Wilkow Properties, LLC	21564	Bill.com EFT	9,336.24
09/25/20	M&J Wilkow	Summer Concert/Movie Series	Bill.com Check	14,410.00
09/25/20	Metco Landscape, Inc	Multiple	Bill.com Check	39,355.10
09/25/20	Millard Mall Services	78824	Bill.com EFT	13,746.68
09/25/20	Special District Management Services, Inc.	Multiple	Bill.com EFT	8,492.05
09/25/20	The Architerra Group, Inc.	6815	Bill.com Check	3,995.90
09/25/20	Utility Notification Center of Colorado	220081182	Bill.com Check	26.82
09/25/20	Western Proscapes	Multiple	Bill.com Check	16,657.50
09/25/20	White, Bear & Ankele PC	12141	Bill.com EFT	2,341.32
09/28/20	DBC Irrigation	VISA	VISA	124.44
		Total		\$ 325,485.14

SOUTHLANDS METROPOLITAN DISTRICT NO.1

FINANCIAL STATEMENTS

AUGUST 31, 2020

SOUTHLANDS METROPOLITAN DISTRICT NO.1
BALANCE SHEET - GOVERNMENTAL FUNDS
AUGUST 31, 2020

	General	General Operations Fee	Debt Service	Capital Projects	Total
ASSETS					
Cash - Checking	\$ 46,783	\$ 376,633	\$ -	\$ 86,083	\$ 509,499
Colotrust	1,245,484	924,021	-	-	2,169,505
UMB Series 2017 A-1 Bond Fund	-	-	1,948,948	-	1,948,948
UMB Series 2017 A-2 Bond Fund	-	-	261,843	-	261,843
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,639	-	1,687,639
UMB Series 2017 A-2 Reserve Fund	-	-	149,751	-	149,751
General Operations Fee receivable	-	40,899	-	-	40,899
Reimbursement receivable	-	733	-	-	733
TOTAL ASSETS	<u>\$ 1,292,267</u>	<u>\$ 1,342,286</u>	<u>\$ 4,048,181</u>	<u>\$ 86,083</u>	<u>\$ 6,768,817</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 54,213	\$ 221,080	\$ -	\$ 53,551	\$ 328,844
Retainage payable	-	-	-	21,855	21,855
Due to County	3,722	-	17,480	-	21,202
Unearned General Operations Fee	-	15,137	-	-	15,137
Total Liabilities	<u>57,935</u>	<u>236,217</u>	<u>17,480</u>	<u>75,406</u>	<u>387,038</u>
FUND BALANCES					
Total Fund Balances	<u>1,234,332</u>	<u>1,106,069</u>	<u>4,030,701</u>	<u>10,677</u>	<u>6,381,779</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,292,267</u>	<u>\$ 1,342,286</u>	<u>\$ 4,048,181</u>	<u>\$ 86,083</u>	<u>\$ 6,768,817</u>

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

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2020**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 20,000	\$ 8,217	\$ (11,783)
Property taxes	555,386	517,786	(37,600)
Specific ownership tax	33,320	25,740	(7,580)
TOTAL REVENUES	<u>608,706</u>	<u>551,743</u>	<u>(56,963)</u>
EXPENDITURES			
Accounting	63,000	35,500	27,500
Auditing	6,000	5,500	500
Billing services	10,000	8,108	1,892
Contingency	12,669	-	12,669
County Treasurer's fee	8,331	7,752	579
Directors' fees	6,000	3,600	2,400
District management	65,000	48,316	16,684
Dues and licenses	2,000	1,650	350
Election expense	2,000	1,034	966
Insurance and bonds	33,000	32,450	550
Legal services	65,000	34,513	30,487
Miscellaneous	1,000	10,782	(9,782)
Public Events	45,000	25,400	19,600
TOTAL EXPENDITURES	<u>319,000</u>	<u>214,605</u>	<u>104,395</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	289,706	337,138	47,432
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	<u>(922,555)</u>	<u>(375,848)</u>	<u>546,707</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(922,555)</u>	<u>(375,848)</u>	<u>546,707</u>
NET CHANGE IN FUND BALANCES	(632,849)	(38,710)	594,139
FUND BALANCES - BEGINNING	<u>1,255,548</u>	<u>1,273,040</u>	<u>17,492</u>
FUND BALANCES - ENDING	<u>\$ 622,699</u>	<u>\$ 1,234,330</u>	<u>\$ 611,631</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2020**

GENERAL OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
General operations fee	\$ 2,340,000	\$ 1,560,000	\$ (780,000)
General operations fee - penalty and other	1,000	7,236	6,236
Interest income	8,000	7,487	(513)
Other revenue	-	4,300	4,300
TOTAL REVENUES	<u>2,349,000</u>	<u>1,579,023</u>	<u>(769,977)</u>
EXPENDITURES			
Floral	275,000	178,338	96,662
Landscape maintenance & irrigation repair	400,000	101,604	298,396
Monthly cleaning	215,000	107,379	107,621
Pest control	10,000	-	10,000
Property maintenance	116,000	74,690	41,310
Property management	40,000	24,176	15,824
Repairs and maintenance	300,000	32,631	267,369
Security	80,000	37,595	42,405
Signage and decor	110,000	34,538	75,462
Snow removal	400,000	156,520	243,480
Street lighting/ striping	100,000	75,922	24,078
Street repairs/sidewalk	115,000	1,400	113,600
Street sweeping	25,000	15,240	9,760
Traffic signals maintenance	3,000	-	3,000
Utilities	160,000	112,372	47,628
TOTAL EXPENDITURES	<u>2,349,000</u>	<u>952,405</u>	<u>1,396,595</u>
NET CHANGE IN FUND BALANCES	-	626,618	626,618
FUND BALANCES - BEGINNING	<u>500,000</u>	<u>479,451</u>	<u>(20,549)</u>
FUND BALANCES - ENDING	<u>\$ 500,000</u>	<u>\$ 1,106,069</u>	<u>\$ 606,069</u>

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

SUPPLEMENTARY INFORMATION

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2020**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 50,000	\$ 2,152	\$ (47,848)
Property taxes	2,919,618	2,728,932	(190,686)
Specific ownership tax	175,000	135,315	(39,685)
TOTAL REVENUES	<u>3,144,618</u>	<u>2,866,399</u>	<u>(278,219)</u>
EXPENDITURES			
Bond interest - Series 2017 A-1	2,104,250	1,052,125	1,052,125
Bond interest - Series 2017 A-2	185,975	92,988	92,987
Bond principal - Series 2017 A-1	510,000	-	510,000
Bond principal - Series 2017 A-2	45,000	-	45,000
Contingency	10,481	-	10,481
County Treasurer's fee	43,794	40,857	2,937
Paying agent fees	5,500	5,500	-
TOTAL EXPENDITURES	<u>2,905,000</u>	<u>1,191,470</u>	<u>1,713,530</u>
NET CHANGE IN FUND BALANCES	239,618	1,674,929	1,435,311
FUND BALANCES - BEGINNING	<u>2,354,202</u>	<u>2,355,772</u>	<u>1,570</u>
FUND BALANCES - ENDING	<u>\$ 2,593,820</u>	<u>\$ 4,030,701</u>	<u>\$ 1,436,881</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2020**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ -	\$ 265	\$ 265
TOTAL REVENUES	<u>-</u>	<u>265</u>	<u>265</u>
EXPENDITURES			
Medians	225,000	-	225,000
Refresh	800,000	457,161	342,839
TOTAL EXPENDITURES	<u>1,025,000</u>	<u>457,161</u>	<u>567,839</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,025,000)	(456,896)	568,104
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	922,555	375,848	(546,707)
TOTAL OTHER FINANCING SOURCES (USES)	<u>922,555</u>	<u>375,848</u>	<u>(546,707)</u>
NET CHANGE IN FUND BALANCES	(102,445)	(81,048)	21,397
FUND BALANCES - BEGINNING	<u>102,445</u>	<u>91,724</u>	<u>(10,721)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 10,676</u>	<u>\$ 10,676</u>

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

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

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

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

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

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

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

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

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

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

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

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

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

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes collected by both the General Fund and the Debt Service Fund. The budget assumes that specific ownership taxes allocable to property taxes collected by the Debt Service Fund will be pledged to debt service on the bonds during the term bonds are outstanding.

Net Investment Income

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

General Operations Fee

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

Expenditures

General and Administrative Expenditures

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

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

Operations and Maintenance

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

Debt Service

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

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt and Leases

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

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

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

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

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases– (continued)

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

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2020, as defined under TABOR.

Debt Service Reserve

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

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

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 510,000	\$ 2,104,250	\$ 2,614,250
2021	525,000	2,088,950	2,613,950
2022	590,000	2,073,200	2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026	785,000	1,985,500	2,770,500
2027	815,000	1,958,025	2,773,025
2028	895,000	1,929,500	2,824,500
2029	940,000	1,884,750	2,824,750
2030	1,045,000	1,837,750	2,882,750
2031	1,100,000	1,785,500	2,885,500
2032	1,210,000	1,730,500	2,940,500
2033	1,270,000	1,670,000	2,940,000
2034	1,390,000	1,606,500	2,996,500
2035	1,460,000	1,537,000	2,997,000
2036	1,595,000	1,464,000	3,059,000
2037	1,675,000	1,384,250	3,059,250
2038	1,820,000	1,300,500	3,120,500
2039	1,910,000	1,209,500	3,119,500
2040	2,070,000	1,114,000	3,184,000
2041	2,170,000	1,010,500	3,180,500
2042	2,345,000	902,000	3,247,000
2043	2,460,000	784,750	3,244,750
2044	2,650,000	661,750	3,311,750
2045	2,780,000	529,250	3,309,250
2046	2,985,000	390,250	3,375,250
2047	4,820,000	241,000	5,061,000
	<u>\$ 43,815,000</u>	<u>\$ 41,283,000</u>	<u>\$ 85,098,000</u>

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 45,000	\$ 185,975	\$ 230,975
2021	45,000	184,625	229,625
2022	50,000	183,275	233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026	70,000	175,475	245,475
2027	65,000	173,025	238,025
2028	80,000	170,750	250,750
2029	85,000	166,750	251,750
2030	95,000	162,500	257,500
2031	95,000	157,750	252,750
2032	105,000	153,000	258,000
2033	110,000	147,750	257,750
2034	125,000	142,250	267,250
2035	130,000	136,000	266,000
2036	140,000	129,500	269,500
2037	150,000	122,500	272,500
2038	160,000	115,000	275,000
2039	170,000	107,000	277,000
2040	185,000	98,500	283,500
2041	190,000	89,250	279,250
2042	205,000	79,750	284,750
2043	220,000	69,500	289,500
2044	235,000	58,500	293,500
2045	245,000	46,750	291,750
2046	265,000	34,500	299,500
2047	425,000	21,250	446,250
	<u>\$ 3,870,000</u>	<u>\$ 3,650,500</u>	<u>\$ 7,520,500</u>

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 555,000	\$ 2,290,225	\$ 2,845,225
2021	570,000	2,273,575	2,843,575
2022	640,000	2,256,475	2,896,475
2023	665,000	2,237,275	2,902,275
2024	745,000	2,214,000	2,959,000
2025	770,000	2,187,925	2,957,925
2026	855,000	2,160,975	3,015,975
2027	880,000	2,131,050	3,011,050
2028	975,000	2,100,250	3,075,250
2029	1,025,000	2,051,500	3,076,500
2030	1,140,000	2,000,250	3,140,250
2031	1,195,000	1,943,250	3,138,250
2032	1,315,000	1,883,500	3,198,500
2033	1,380,000	1,817,750	3,197,750
2034	1,515,000	1,748,750	3,263,750
2035	1,590,000	1,673,000	3,263,000
2036	1,735,000	1,593,500	3,328,500
2037	1,825,000	1,506,750	3,331,750
2038	1,980,000	1,415,500	3,395,500
2039	2,080,000	1,316,500	3,396,500
2040	2,255,000	1,212,500	3,467,500
2041	2,360,000	1,099,750	3,459,750
2042	2,550,000	981,750	3,531,750
2043	2,680,000	854,250	3,534,250
2044	2,885,000	720,250	3,605,250
2045	3,025,000	576,000	3,601,000
2046	3,250,000	424,750	3,674,750
2047	5,245,000	262,250	5,507,250
	<u>\$ 47,685,000</u>	<u>\$ 44,933,500</u>	<u>\$ 92,618,500</u>

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SOUTHLANDS METROPOLITAN DISTRICT # 1
Schedule of Cash Position
August 31, 2020
Updated as of October 8, 2020

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>					
Balance as of 08/31/20	\$ 46,782.87	376,633.16	\$ -	\$ 86,082.55	\$ 509,498.58
Subsequent activities:					
September GOF Deposit	-	246,109.07	-	-	246,109.07
September Debit Card Purchase	-	(335.72)	-	-	(335.72)
09/01/20 - Vouchers Payable	(24,069.40)	(82,104.06)	-	(8,353.26)	(114,526.72)
09/02/20 - Aurora Water, EFT	-	(22,333.98)	-	-	(22,333.98)
09/08/20 - Xcel, EFT	-	(2,108.38)	-	-	(2,108.38)
09/17/20 - Directors fees	(430.60)	-	-	-	(430.60)
09/18/20 - Reimbursement from MJ Wilkow	-	500.00	-	-	500.00
09/23/20 - Interfund Transfer	30,000.00	(30,000.00)	-	-	-
09/25/20 - Vouchers Payable	(30,143.14)	(106,843.19)	-	(49,194.01)	(186,180.34)
October GOF Deposit	-	1,058.80	-	-	1,058.80
October Debit Card Purchase	-	(135.28)	-	-	(135.28)
10/06/20 - Aurora Water, EFT	-	(20,770.29)	-	-	(20,770.29)
10/06/20 - Xcel, EFT	-	(2,234.63)	-	-	(2,234.63)
<i>Anticipated Balance</i>	<u>22,139.73</u>	<u>357,435.50</u>	<u>-</u>	<u>28,535.28</u>	<u>408,110.51</u>
<u>Colotrust</u>					
Balance as of 08/31/20	1,245,484.09	924,020.50	-	-	2,169,504.59
Subsequent activities:					
09/23/20 - Interfund Transfer	(30,000.00)	30,000.00	-	-	-
09/30/20 - Interest income	241.35	179.05	-	-	420.40
<i>Anticipated Balance</i>	<u>1,215,725.44</u>	<u>954,199.55</u>	<u>-</u>	<u>-</u>	<u>2,169,924.99</u>
<u>UMB - 2017 A-1 Bond Fund</u>					
Balance as of 08/31/20	-	-	1,948,947.76	-	1,948,947.76
Subsequent activities:					
09/30/20 - Interest Income	-	-	16.43	-	16.43
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,948,964.19</u>	<u>-</u>	<u>1,948,964.19</u>
<u>UMB - 2017 A-1 Reserve Fund</u>					
Balance as of 08/31/20	-	-	1,687,639.26	-	1,687,639.26
Subsequent activities:					
09/30/20 - Interest Income	-	-	14.26	-	14.26
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,687,653.52</u>	<u>-</u>	<u>1,687,653.52</u>
<u>UMB - 2017 A-2 Bond Fund</u>					
Balance as of 08/31/20	-	-	261,843.40	-	261,843.40
Subsequent activities:					
09/30/20 - Interest Income	-	-	2.17	-	2.17
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>261,845.57</u>	<u>-</u>	<u>261,845.57</u>
<u>UMB - 2017 A-2 Reserve Fund</u>					
Balance as of 08/31/20	-	-	149,751.24	-	149,751.24
Subsequent activities:					
09/30/20 - Interest Income	-	-	1.24	-	1.24
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,752.48</u>	<u>-</u>	<u>149,752.48</u>
<u>UMB - 2017 A-2 Project Fund</u>					
Balance as of 08/31/20	-	-	-	-	-
Subsequent activities:					
09/30/20 - Interest Income	-	-	-	0.40	0.40
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.40</u>	<u>0.40</u>
<i>Anticipated Balances</i>	<u>\$ 1,237,865.17</u>	<u>\$ 1,311,635.05</u>	<u>\$ 4,048,215.76</u>	<u>\$ 28,535.68</u>	<u>\$ 6,626,251.66</u>

Current Yield - 09/30/20

Colotrust - .2364%
UMB (Invested in Fidelity money market) - 0.01%

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SOUTHLANDS METROPOLITAN DISTRICT #1
Property Tax Reconciliation Schedule
2020

	Current Year								Prior Year			
	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 165.92	\$ -	\$ 20,681.00	\$ (0.17)	\$ (2.37)	\$ -	\$ 20,844.38	0.00%	0.00%	\$ 20,675.54	0.03%	0.03%
February	555,522.31	69.29	21,618.13	-	(8,333.87)	-	568,875.86	15.99%	15.99%	540,334.68	16.53%	16.56%
March	280,118.66	-	19,062.89	3.48	(4,201.83)	-	294,983.20	8.06%	24.05%	1,560,711.51	49.46%	66.02%
April	1,084,046.22	-	12,645.44	-	(16,260.70)	-	1,080,430.96	31.20%	55.25%	418,404.98	12.91%	78.93%
May	181,582.22	-	17,358.94	61.96	(2,724.66)	-	196,278.46	5.23%	60.47%	129,961.69	3.54%	82.46%
June	1,208,339.03	-	22,585.68	20.35	(18,125.39)	-	1,212,819.67	34.77%	95.25%	537,464.00	16.54%	99.00%
July	-	(74,170.12)	26,707.27	(6,717.66)	1,213.32	52,967.19	-	-2.13%	93.11%	25,060.99	0.18%	99.18%
August	11,052.29	-	20,395.74	490.60	(173.14)	(31,765.49)	-	0.32%	93.43%	34,000.33	0.34%	99.53%
September	-	-	-	-	-	-	-	0.00%	93.43%	23,213.69	0.05%	99.57%
October	-	-	-	-	-	-	-	0.00%	93.43%	19,999.35	0.02%	99.59%
November	-	-	-	-	-	-	-	0.00%	93.43%	24,128.08	0.01%	99.60%
December	-	-	-	-	-	-	-	0.00%	93.43%	21,057.10	0.01%	99.61%
	\$ 3,320,826.65	\$ (74,100.83)	\$ 161,055.09	\$ (6,141.44)	\$ (48,608.64)	\$ 21,202.00	\$ 3,374,232.53	93.43%	93.43%	\$ 3,355,011.94	99.61%	99.61%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
Property Tax				
General Fund	\$ 555,386	16.47%	\$ 517,785.89	93.23%
Debt Service (2017 A-1)	2,538,907	75.29%	2,367,020.71	93.23%
Debt Service (2017 A-2)	277,693	8.24%	258,892.92	93.23%
Debt Only (2017 A-1)	103,018	100.00%	103,018.27	100.00%
	<u>\$ 3,475,004</u>		<u>\$ 3,246,717.79</u>	<u>93.43%</u>
Specific Ownership Tax				
General Fund	\$ 33,320	16.48%	\$ 25,740.32	77.30%
Debt Service (2017 A-1)	152,220	75.29%	117,670.04	77.30%
Debt Service (2017 A-2)	16,640	8.24%	12,870.18	77.30%
Debt Only (2017 A-1)	6,140	100.00%	4,774.55	77.80%
	<u>\$ 208,320</u>		<u>\$ 161,055.09</u>	<u>77.31%</u>
Treasurer's Fees				
General Fund	\$ (8,331)	16.47%	\$ (7,751.63)	93.00%
Debt Service (2017 A-1)	(38,084)	75.29%	(35,435.93)	93.00%
Debt Service (2017 A-2)	(4,165)	8.24%	(3,875.81)	93.10%
Debt Only (2017 A-1)	(1,545)	100.00%	(1,545.27)	100.00%
	<u>\$ (52,125)</u>		<u>\$ (48,608.64)</u>	<u>93.25%</u>

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Billing Name		Sq. ft Percentage of Total	2020 Budgeted Monthly Billing	January	February	March	April	May	June	July	August	September	October	November	December	
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	355,168	5.01%	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	9,776.45	\$ 9,776.45	9,776.45	9,776.45	9,776.45	9,776.45	9,776.45				
T-Mobile/ Cleaners	54,060	0.76%	\$ 1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07				
Centura Health	87,445	1.23%	\$ 2,407.03	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04		
Centura Health (Lot 4 - new)	44,612	0.63%	\$ 1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00		
Centura Health (Lot 5 - new)	39,868	0.56%	\$ 1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42		
Chili's	89,142	1.26%	\$ 2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75				
Discount Tire	38,465	0.54%	\$ 1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80		
Fitzsimons Credit Union	46,533	0.66%	\$ 1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88		
GMRI - Olive Garden/Darden	79,836	1.13%	\$ 2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59		
GMRI - Red Lobster/Darden	77,186	1.09%	\$ 2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64		
Good Times	54,758	0.77%	\$ 1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28		
HV-1	70,453	0.99%	\$ 1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31		
JC Penney	431,671	6.09%	\$ 11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29		
Jim N Nick's	68,453	0.97%	\$ 1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26		
Lazy Dog	24,096	0.34%	\$ 663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27		
Office Depot/ LEJ Properties	71,045	1.00%	\$ 1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60		
Jewelers/GNC/ Sprint/ LF-9	43,457	0.61%	\$ 1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21		
Mister Hot Shine	68,266	0.96%	\$ 1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11		
Mountain Del, LLC/ Colorado Del, LLC	58,738	0.83%	\$ 1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84		
NWSL Power Center, LLC/Southlands PC	1,358,624	19.18%	\$ 37,397.84	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85		
NWSL Town Center, LLC/ Southlands TC	1,593,198	22.49%	\$ 43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	43,854.78	5,000.00	
On The Border	85,900	1.21%	\$ 2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51		
Dental/Five Guys/ Pacific Aurora LLC	71,800	1.01%	\$ 1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39		
PF Changs	76,567	1.08%	\$ 2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60		
Marriott/Safari	142,112	2.01%	\$ 3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81		
Service Street Auto Repair/Spaco of CO	40,498	0.57%	\$ 1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76		
Village Inn	60,205	0.85%	\$ 1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22		
Vision Works/SLC	47,629	0.67%	\$ 1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05		
Wal-Mart	1,128,974	15.94%	\$ 31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	11,976.72	
Wal-Mart/Sams Club	566,597	8.00%	\$ 15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30		
Wells Fargo	56,923	0.80%	\$ 1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88		
Wong 444, Inc./KFC/Harman	51,864	0.73%	\$ 1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62		
Monthly	7,084,143	100%	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 187,660.81	\$ 119,463.97	\$ 11,976.72	\$ -
Year-to-Date			\$ 195,000.00	\$ 390,000.00	\$ 585,000.00	\$ 780,000.00	\$ 975,000.00	\$ 1,170,000.00	\$ 1,365,000.00	\$ 1,560,000.00	\$ 1,747,660.81	\$ 1,867,124.78	\$ 1,879,101.50	\$ 1,879,101.50	\$ 1,879,101.50	

AR - 111050	Unearned Revenue - 113141
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	9,776.45
T-Mobile/ Cleaners	2,976.14
Chili's	2,453.75
Discount Tire	1,058.80
Fitzsimons Credit Union	1,280.88
HV-1	3,878.62
Jewelers/GNC/ Sprint/ LF-9	1,196.21
Mountain Del, LLC/ Colorado Del, LLC	1,616.84
NWSL Town Center, LLC/ Southlands TC	38,854.78
On The Border	2,364.51
Dental/Five Guys/ Pacific Aurora LLC	1,976.39
PF Changs	2,107.60
Marriott/Safari	7,823.62
Service Street Auto Repair/Spaco of CO	1,114.76
Village Inn	1,657.22
Vision Works/SLC	1,311.05
Wong 444, Inc./KFC/Harman	1,427.62
	<u>\$ 82,875.22</u>
Rounding	-
GOF Revenue	\$ 1,950,000

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

Southlands Metropolitan District No. 1 Capital Tracking Schedule
 Updated as of October 12, 2020

Description	Vendor	Contract Amounts	Invoice Period	Expended to	Total Expended	Remaining	Notes
				date	to date		
Landscaping, Irrigation, Play Equipment, etc.	Hyder Construction, Inc.	\$ 474,583.80	3/30/2020	44,024.00			
			4/30/2020	177,583.00			
			5/31/2020	160,358.10			
			6/30/2020	7,877.26			
			7/31/2020	44,503.61			
					434,345.97	40,237.83	
Design	505 Design	\$ 19,548.00	4/26/2020	7,060.50			
			5/31/2020	1,377.50			
			6/30/2020	7,291.25			
					15,729.25	3,818.75	
Subtotal (Contract Costs)		\$ 494,131.80			450,075.22	44,056.58	
District Accountant	CLA		6/30/2020	260.00			
			7/31/2020	411.00			
			8/31/2020	193.50			
					864.50	NA	
Project Management (District Manager)	SDMS	NA	6/30/2019	322.00			
			7/31/2019	98.00			
			8/31/2019	1,296.00			
			9/30/2019	1,386.00			
			10/31/2019	126.00			
			11/30/2019	648.00			
			12/31/2019	3,362.50			
			1/31/2020	1,505.50			
			2/29/2020	1,276.50			
			3/31/2020	612.00			
			4/30/2020	162.00			
			5/31/2020	90.00			
			6/30/2020	54.00			
			7/31/2020	216.00			
8/31/2020	90.00						
					11,244.50	NA	
Project Management (District Counsel)	White Bear Ankele	NA	8/31/2019	246.00			
			9/30/2019	123.00			
			10/31/2019	1,312.00			
			11/30/2019	164.00			
			12/31/2019	5,447.88			
			1/31/2020	789.25			
			2/29/2020	130.69			
4/30/2020	43.56						
					8,256.38	NA	
Subtotal (Other Soft Costs)		\$ -			20,365.38		
Total Costs		\$ 494,131.80			470,440.60		
Total Refresh Budget for 2020					800,000.00		
Total Amount Expended to Date					(470,440.60)		
Budget Remaining					329,559.40		

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

After Recording, Return to:
White, Bear & Ankele Professional Corporation
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

ACCESS AND MAINTENANCE EASEMENT AGREEMENT
(Plaza Improvements)

This ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ___ day of October, 2020, by and between SOUTHLANDS TC LLC, a Delaware limited liability company (“**Southlands TC**”) and SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). Southlands TC and the District are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” This Agreement is made in contemplation of the following facts and circumstances:

RECITALS

A. Southlands TC is the owner of certain real property located in the City of Aurora, Arapahoe County, Colorado, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Plaza**”).

B. The District previously financed, installed, or caused to be installed certain public improvements on the Plaza, including public art (in the way of bronze bear sculptures and a compass rose in the fountain pavers), a pop jet fountain (including mechanical equipment in the basement areas under the Plaza), landscape planters, site lighting, a stage with shade sails, and a paver sidewalk/walkway (the “**District Improvements**”).

C. As certain of the District Improvements were becoming outdated, and in order to “refresh” the Plaza, provide a better public experience, and decrease ongoing capital and maintenance costs associated with the pop-jet fountain, Southlands TC and the District determined that replacement of certain of the District Improvements (the “**Project**”) was in the best interests of the Parties, property owners within the District, and the general public.

D. Southlands TC, as the owner of the Plaza, oversaw the Project, and installed, or caused to be installed new landscape planters, artificial turf, a climbing feature, trees, a pop-jet fountain (including mechanical equipment in the basement areas under the Plaza), a fire-pit, seating areas, furnishing, and related improvements (the “**Southlands TC Improvements**”, and the Southlands TC Improvements together with the remaining District Improvements, the “**Plaza Improvements**”), as shown and described on Exhibit B, attached hereto and incorporated herein by reference.

E. As the Plaza Improvements provide a public benefit, the District has agreed to operate and maintain the Plaza Improvements on the in exchange for the rights granted to the District under this Agreement.

F. In exchange for the District’s operation and maintenance of the Plaza Improvements, Southlands TC has agreed to grant to the District a non-exclusive, perpetual easement over those areas of the Plaza as shown in Exhibit C, attached hereto and incorporated

herein by reference (the “**Easement Property**”), for the purposes of (i) allowing the District and its members, directors, officers, agents, contractors, successors and assigns, access to operate, maintain and repair the Plaza Improvements, and (ii) allowing the general public access, ingress and egress to the Plaza Improvements, including District-sponsored events, all subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Southlands TC and the District covenant and agree as follows:

1. Grant of Easement. Southlands TC hereby grants, sells, bargains and conveys to the District, its successors and assigns, for its and their benefit, and for the benefit of its and their agents, employees, invitees, contractors, and licensees, a permanent, perpetual, non-exclusive easement, together with all rights and privileges as or incidental to the District’s full use and enjoyment of its easement rights, on, over, above, under, across, and through the Easement Property for the purposes of (i) accessing, installing, constructing, maintaining, repairing, and operating, the Plaza Improvements, and (ii) allowing the general public access, ingress and egress to the Plaza Improvements, including District-sponsored events, all subject to the terms and conditions set forth in this Agreement (the “**Easement**”). It is hereby acknowledged that the Easement constitutes a servitude upon the land and runs with the land.

3. District Operation and Maintenance Responsibilities.

a. The District shall be responsible for the operation and maintenance of the Plaza Improvements on the Easement Property, at the District’s sole cost and expense, to standards reasonably acceptable to Southlands TC, in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials, and access under the Americans with Disabilities Act. Operation and maintenance shall specifically include, without limitation, (a) keeping the Easement Property in a clean and un-littered condition, (b) removing when reasonable and necessary, snow, ice and other debris, and (c) keeping and maintaining the Plaza Improvements on the Easement Property in good order, condition and repair. Maintenance shall specifically exclude capital repairs or replacements exceeding \$5,000 (“**Capital Repairs**”). Southlands TC will be responsible for, at its sole cost and expense all Capital Repairs, and will coordinate such Capital Repairs with the District.

a. The services to be provided by the District shall not, without the prior written approval of Southlands TC, include physical enlargement, expansion, extension, or addition of a component of the Plaza Improvements or any portion thereof, but shall include operation, maintenance, repairs and replacements of existing components with like materials or improvements or technologically equivalent materials, as needed in the ordinary course of maintenance and operation of the Plaza Improvements.

b. In the event all or any portion of the Easement Property must be closed temporarily for maintenance or repair of the Plaza Improvements, the District shall provide Southlands TC at least three (3) days prior written notice of such closure, except in the event of an emergency closure. In event of an emergency closure of the Easement Property, the District shall provide Southland TC with notice as the circumstances permit, which may be after the Easement Property has been closed.

c. In the event that the District is not, in Southlands TC's reasonable opinion, adequately performing its operation, maintenance and other responsibilities with respect to the Plaza Improvements on the Easement Property, Southlands TC may, at its option, after first giving written notice and a reasonable opportunity to cure (but in any event the District shall commence to cure the same within ten (10) business days after receiving such notice and thereafter diligently prosecute such cure to completion), enter the property to perform necessary maintenance or other related work. Should Southlands TC incur any cost with respect to the assumption of the District's maintenance and other responsibilities as described in this Agreement, the District agrees that Southlands TC has the right to bill the District for all reasonable and actual costs associated with Southlands TC's maintenance activities as set forth herein. Notwithstanding the foregoing, any District's maintenance obligation set forth in this Section 3 is contingent upon annual appropriations as further set forth in Section 10 of this Agreement.

4. Mutual Indemnification. Subject to Section 19 below, the District, Southlands TC and their successors and assigns, to the extent permitted by law, if at all, shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting directly or indirectly from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Plaza, the Plaza Improvements, the Easement Property and the Easement.

5. Utilities. The District shall be responsible for, and shall pay before delinquency, all charges for any and all utility services that are supplied to the Plaza Improvements on the Easement Property, including but not limited to charges for water and electric utilities.

6. Insurance. For so long as this Easement remains in effect, the District shall, at the District's sole cost and expense, insure the Plaza Improvements located on the Easement Property at full replacement value. In addition, the District shall, from and after the date hereof, and for so long as this Easement remains in effect, at the District's sole cost and expense, maintain insurance covering the risks that are customary in the District's business, consistent with applicable risk management parameters and in compliance with Colorado law, and, at a minimum, shall insure the District against claims, demands, or actions for loss, damage or injury arising out of use of the Easement, in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

8. Use of Plaza and Easement Property. Southlands TC reserves the non-exclusive right to use the entirety of the Plaza, including the Easement Property, for events. Southlands

TC shall notify the District of such use, which shall include the date of such event, the party using the Plaza (or any portion of the Easement Property thereof), and such other information as the District may reasonably request, at least ten (10) days prior to said event. Conversely, the District shall notify Southlands TC of District events to be held on the Easement Property, which shall include the date of such event and type of event, at least ten (10) days prior to said event. Each of Southlands TC and the District may adopt reasonable rules and regulations governing the use of the Plaza and the Easement Property, respectively, not in conflict with the rights of the Parties under this Agreement, and in compliance with all Federal, State and local laws, regulations, and ordinances. [Discuss permitting of events]

9. Restoration. The District will promptly repair any damage to the Easement Property caused by the District and/or the District's contractors, subcontractors, or agents, and the District will restore the Easement Property to the same condition as existed prior to any entry onto or work performed on the Easement Property by the District or the District's contractors, subcontractors, or agents. The District shall restore the surface of any ground that has been disturbed in connection with such work, except as may be modified to accommodate the District's necessary uses, in a reasonably similar manner to its condition immediately preceding such use.

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 performance of all financial obligations of the District under this Agreement are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement constitutes a pledge of the District's credit or faith, directly or indirectly, to Southlands TC. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of District funds.

11. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors and assigns.

12. No Third-Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

13. No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Southlands TC and the District.

14. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement.

15. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Property.

16. Attorneys' Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section 16 shall survive the expiration or the termination of the Agreement.

17. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

18. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

19. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify, or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the District, its respective officials, employees, contractors or agents, and in particular, the District's rights and protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

20. Modification; Waiver. This Agreement may not be modified or discharged in any respect, except by a further agreement in writing duly executed by Southlands TC and the District or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

21. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Arapahoe County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

22. 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 of this Agreement, 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.

23. Recording. This Agreement shall be recorded in the real property records of Arapahoe County, Colorado.

24. Southlands TC Authority. Southlands TC covenants and agrees with the District that Southlands TC has full power and lawful authority to grant, bargain, declare and convey the Easement to the District. Southlands TC further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in Southlands TC's title to the Easement Property and Southlands TC's right to make the grant described herein, except matters of record.

25. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any party as the drafter hereof.

26. Counterparts. 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, included the rules of evidence applicable to court proceedings.

[Signature page follows]

IN WITNESS WHEREOF, Southlands TC and the District have executed this Agreement as of the date first set forth above.

NWSL TOWN CENTER LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by _____, as _____ of NWSL Town Center LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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

By: _____
Officer

Attest:

[Signature page to Access and Maintenance Easement Agreement]

EXHIBIT A
Plaza Property

EXHIBIT B
Plaza Improvements

EXHIBIT C
Easement Property

BID SCHEDULE

PROJECT: SOUTHLANDS METROPOLITAN DISTRICT NO. 1 - SAM'S CLUB POND RESTORATION SERVICES

LEFT HAND EXCAVATION - BID

LINE #	ITEM DESCRIPTION	UNITS	EST. QTY.	TOTAL PRICE
1	GENERAL CONDITIONS - MOBILIZATION & DEMOBALIZATION	LS	1	\$7,333.00
2	CLEAR GRUB, GUTTERS AND SIDEWALKS	LS	1	\$6,245.00
3	SANITARY FACILITY	DAY	30	\$390.00
4	TRAFFIC AND PEDESTRIAN CONTROL - FENCING, CONSTRUCTION SIGNAGE, DETOUR AND WARNING SIGNS	LS	1	\$9,295.00
5	DUST CONTROL / DAILY CLEANUP	LS	1	\$13,080.00
6	TEMPORARY STORMWATER MANAGEMENT	LS	1	\$24,315.00
7	REMOVE EXISTING VEGETATION / INCLUDES HAUL-OFF TO OFF-SITE DISPOSAL FACILITY	CY	1	\$380,420.00
8	REVEGETATION (SEE ATTACHED SHEET C5.91 (15) FOR SEED MIX INFORMATION)	SF	± 70,000.00	\$21,700.00
9	TOP SOIL APPROVED MATERIAL- RESTORE ERODED LANDSCAPE AREAS	CY	± 15.00	\$1,914.00
10	CLEAN, CLEAR AND REMOVE ALL VEGETATION AND SEDIMENT FROM SLOTTED DRAIN SYSTEM	LS	1	\$6,510.00
11	CLEAR GRASS / VEGETATION WITHIN THE EXTENTS OF THE WALKING PATH	LS	1	\$5,807.00
12	MINOR CONTRACT REVISIONS	FA	1	\$10,000.00
13	*TURF PAVINGS - REMOVE AND REPLACE	LS	1	\$16,500.00

TOTAL = \$503,509.00

NOTES FROM CONTRACTOR:

1. LINE #7 IS BASED ON APPROXIMATE YARDAGE = 6,500 CY

CDI ENVIRONMENTAL CONTRACTOR - BID

LINE #	ITEM DESCRIPTION	UNITS	EST. QTY.	TOTAL PRICE
1	GENERAL CONDITIONS - MOBILIZATION & DEMOBALIZATION	LS	1	\$4,599.00
2	CLEAR GRUB, GUTTERS AND SIDEWALKS	LS	1	\$351.00
3	SANITARY FACILITY	DAY	15	\$624.00
4	TRAFFIC AND PEDESTRIAN CONTROL - FENCING, CONSTRUCTION SIGNAGE, DETOUR AND WARNING SIGNS	LS	1	\$0.00
5	DUST CONTROL / DAILY CLEANUP	LS	1	\$3,387.00
6	TEMPORARY STORMWATER MANAGEMENT	LS	1	\$892.00
7	REMOVE EXISTING VEGETATION / INCLUDES HAUL-OFF TO OFF-SITE DISPOSAL FACILITY	LS	1	\$294,000.00
8	REVEGETATION (SEE ATTACHED SHEET C5.91 (15) FOR SEED MIX INFORMATION)	SF	± 70,000.00	\$3,500.00
9	TOP SOIL APPROVED MATERIAL- RESTORE ERODED LANDSCAPE AREAS	CY	± 15.00	\$1,453.00
10	CLEAN, CLEAR AND REMOVE ALL VEGETATION AND SEDIMENT FROM SLOTTED DRAIN SYSTEM	LS	1	\$5,142.00
11	CLEAR GRASS / VEGETATION WITHIN THE EXTENTS OF THE WALKING PATH	LS	1	\$2,311.00
12	MINOR CONTRACT REVISIONS	FA	1	\$0.00
13	*TURF PAVINGS - REMOVE AND REPLACE	LS	1	\$0.00

TOTAL = \$316,259.00

NOTES FROM CONTRACTOR:

1. LINE # 7 INCLUDES HAUL OFF TO OFF-SITE DISPOSAL FACILITY (REMOVE 2-FT OF SOIL WITH VEGETATION TO REMOVE ALL CATTAIL ROOTS)
2. IF TURF PAVING IS DAMAGED DURING CONSTRUCTION, CDI WILL REPAIR IT AS A CHANGE ORDER TO THE PROJECT
3. THIS BID DOES NOT INCLUDE SOIL IMPORT, SOIL PLACEMENT, OR GRADING. Except for the restore of eroded landscaping area.
4. STAGING AREA IS TO BE PROVIDED BY OTHERS, IF NEEDED IT WILL BE PERFORMED AS A CHANGE ORDER
5. THIS BID ASSUMES THAT MATERIAL FOR DISPOSAL WILL NOT REQUIRE MANIFEST.
6. ANY ADDITIONAL COST ASSOCIATED WITH MATERIAL DISPOSAL THAT MAY BE REQUIRED BECAUSE OF TESTING, IF REQUIRED WILL BE A CHANGE ORDER.
7. THIS BID DOES NOT INCLUDE CONCRETE REPAIR, IF NEEDED DUE TO EQUIPMENT DAMAGE IT WILL BE REPAIRED AS A CHANGE ORDER.
8. THIS BID DOES NOT INCLUDE TRAFFIC CONTROL, IF NEEDED IT WILL BE A CHANGE ORDER.
9. NO EROSION CONTROL DEVICES ARE INCLUDED IN THIS PROPOSAL UNLESS SPECIFICALLY IDENTIFIED ABOVE.
10. THIS BID DOES NOT INCLUDE MAINTENANCE, REMOVAL OR WARRANTY OF ERSION CONTROL DEVICES.
11. THIS BID ASSUMES THAT SOIL PREPARATION CAN BE PPERFORMED UTILIZING STANDARD AGRICULTURE EQUIPMENT AND DOES NOT INCLUDE SPECIALIZED EQUIPMENT FOR USE IN HEAVILY COMPACTED SOILS, OR FROZEN SOILS
12. THIS BID DOES NOT INCLUDE ROCK/DEBRIS PICKING OR REMOVAL, ON OR BELOW GRADE. ROCK PICKING IF NEEDED WILL BE ADDITIONAL AT
13. THIS BID DOES NOT INCLUDE ORGANIC AMENDMENTS OR FERTILIZER.
14. ON-SITE WATER SOURCE TO BE PROVIDED BY OTHERS AT NO COST TO CDI.
15. THIS BID DOES NOT INCLUDE MAINTENANCE OR WATERING OF SEEDING AREAS
16. CDI WILL GUARANTEE WORKMANSHIP AND THAT MATERIALS AND METHODOLOGY MEET SPECIFICATIONS FOR THE DRY LAND NATIVE SEEDING
17. THIS BID DOES NOT INCLUDE ENGINEERING, PERMITS OR TESTING.
18. THIS BID DOES NOT INCLUDE SURVEYING, OR LAYOUT
19. THIS BID DOES NOT INCLUDE A BOND.
20. THE GRADE IS TO BE DELIVERED IN A CLEAN, WEED-FREE CONDITION AT PLUS OR MINUS ONE TENTH OF ONE FOOT.
21. THIS BID DOES NOT INCLUDE CUTTING, REMOVAL, OR REPLACEMENT OF ASPHALT OR CONCRETE.
22. ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT UNIT PRICE.
23. REQUIRED JOB TRAINING. IF REQUIRED TRAINING IS NOT DISCLOSED AT TIME OF ESTIMATE, LABOR TIME NEEDED FOR TRAINING WILL BE CHAI
24. THIS BID IS BASED ON ESTIMATED QUANTITIES ONLY. FINAL FIELD MEASUREMENTS WILL APPLY AT THE ABOVE UNIT PRICE.
25. BID IS BASED ON A 40 HOUR WORK WEEK. IF SCHEDULE IS ESCALATED/COMPRESSED, REQUIRING CDI TO WORK OVERTIME, AN ADDITIONAL 5 LABOR RATES. IF LABOR RATES ARE NOT PROVIDED ON ORIGINAL BID THEY WILL BE SUPPLIED UPON REQUEST OF ESCALATED SCHEDULE.
26. OWNER CONTROLLED INSURANCE PROGRAM (OCIP) HAS NOT BEEN INCLUDED IN THIS BID. IF ENROLLMENT IN AN OWNER CONTROLLED INSURANCE PROGRAM HAS BEEN INCLUDED IN THIS BID, DEDUCTION IN CONTRACT VALUE IS NOT ALLOWED.
27. ANY FEES FOR BILLING OR PROJECT MANAGEMENT PLATFORMS SUCH AS TEXTURA ARE NOT INCLUDED IN THIS PROPOSAL AND WILL BE BILLED A
28. THE WORK IN THIS BID IS NOT SUBJECT TO RETENTION
29. THIS PROPOSAL IS GOOD FOR 60 DAYS FOLLOWING THE DATE GIVEN ON THE PROPOSAL.
30. PAYMENT DUE 30 DAYS FROM INVOICE.



Annual Cost Projection Worksheet

CLIENT COMPANY:	Metropolitan District No 1
PROPERTY NAME:	Southlands Metro District
DATE PREPARED:	9/18/2020

EFFECTIVE DATE:	10/1/2020
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SECTION 1: CONTRACT HOURS							
POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Assistant Account Manager	40	\$ 21.50	\$ 30.68	\$ 32.25	\$ 46.02	\$ 1,227.22	\$ 63,815.44
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	40					\$ 1,227.22	\$ 63,815.44

SECTION 2: TECHNOLOGY						
ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES	
INCIDENT REPORTING/MANAGEMENT SYSTEM	0	\$ -	\$ -	\$ -	N/A	
LEARNING MANAGEMENT SYSTEM FOR TRAINING	0	\$ -	\$ -	\$ -	N/A	
WORKFORCE MANAGEMENT SYSTEMS	0	\$ -	\$ -	\$ -	N/A	
LAPTOP/DESKTOP COMPUTER	0	\$ -	\$ -	\$ -	N/A	
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A	
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A	
SMART PHONE WITH CYCOP/HELIAUS	0	\$ -	\$ -	\$ -	N/A	
SMART PHONE	0	\$ -	\$ -	\$ -	N/A	
TOTALS:	0		\$ -	\$ -		

SECTION 3: HEALTHCARE					
HEALTHCARE COVERAGE	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
Hourly Staff	0	\$ -	\$ -	\$ -	N/A
Salaried Management Staff	1	\$ 450.00	\$ 450.00	\$ 5,400.00	Billed as Incurred
TOTALS:	0		\$ 450.00	\$ 5,400.00	Estimates based on anticipated participation

SECTION 4: ADDITIONAL BENEFITS			
BENEFIT	MONTHLY BILLING	ANNUAL BILLING	NOTES
VACATION/ANNIVERSARY BONUS	\$ -	\$ -	1 week after one year based on hours worked
HOLIDAY PREMIUM PAY	\$ -	\$ -	New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day
SICK PAY	\$ -	\$ -	Billed as incurred where required by law
TOTALS:	\$ -	\$ -	

SECTION 5: VEHICLES					
VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	0	\$ -	\$ -	\$ -	N/A
GOLF CART	0	\$ -	\$ -	\$ -	N/A
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	0		\$ -	\$ -	

SECTION 6: TRAINING			
TRAINING TYPE	MONTHLY BILLING	ANNUAL BILLING	NOTES
PRE-ASSIGNMENT/BASIC TRAINING	\$ -	\$ -	INCLUDED
CPR, FIRST AID, & AED TRAINING	\$ -	\$ -	WITHIN 90 DAYS OF EMPLOYMENT
CONTINUING/OTHER EDUCATION	\$ -	\$ -	INCLUDED
TOTALS:	\$ -	\$ -	

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER			
ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES
UNIFORMS & ACCESSORIES	\$ -	\$ -	INCLUDED AT NO COST TO EMPLOYEE
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A
TOTALS:	\$ -	\$ -	

TOTAL PROJECTED COST:	WEEKLY	MONTHLY	ANNUAL
	\$ 1,331.07	\$ 5,767.95	\$ 69,215.44

NOTE: Not included are Holiday /Extra Coverage Costs, Special Event Coverage, Off-Duty Police Coverage, Rent Expenses, and any other expenses not shown above. Should these items be required, the cost will be billed separately. Salaried positions are shown as annual cost figures billed on 52 weeks billing inclusive of any PTO.



595 DESIGN

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San Francisco, CA 94108

Southlands

Aurora, Colorado

Project Designer's Document
Environmental Graphic Design / Signage
Specialty Fabrication
100% DESIGN INTENT

OWNER: M&J Wilkow 20 South Clark Street Chicago, IL 60603	t 312.279.5965 f 312.602.7865 Gregg Wilkow	LANDSCAPE ARCHITECT: LandDesign 1360 Walnut St, #102 Boulder, CO 80302	t 720.274.0814 Brent Martin	ORIGINAL ISSUE: 25 JULY 2019
LIGHTING: AE Design 1900 Wazee Street #205 Denver, CO 80202				t 303.296.3037 Jeff Mullikin
WATER FEATURE: ADE 189 South Orange Avenue, Suite 1220 Orlando, Florida 32801, USA				t 1.407.598.0553 josh@adedesign.com Josh Martin
REVISIONS:				

Page No.	Description	Original Date	Last Δ	Last Δ Date	Δ Comments
GENERAL INFORMATION					
i 0.1	Contents & Document History	25 JULY 2019			
i 1.1	Fabricator Performance & Material Requirements (1)	25 JULY 2019			
i 1.2	Fabricator Performance & Material Requirements (2)	25 JULY 2019			
i 2.1	Quantities & Submittals	25 JULY 2019			
i 3.1	Project Fonts & Symbols	25 JULY 2019			
i 3.2	Project Materials & Colors	25 JULY 2019			
ENVIRONMENTAL GRAPHICS / SIGNAGE					
GR 0.1.1	Main Street Entry ID & Feature Icon 3/4 VIEW	25 JULY 2019			
GR 1.1.1	Main Street Entry ID - Location Plan	25 JULY 2019			
GR 1.1.2	Main Street Entry ID - Letters	25 JULY 2019			
GR 1.1.3	Main Street Entry ID - Letters & Details	25 JULY 2019			
GR 2.1.1	Customer Service Kiosk Southlands Letters				
GR 2.1.2	Customer Service Kiosk Southlands Letters - Details				
GR 2.2.1	West Portal Entry Southlands Letters				
GR 2.2.2	West Portal Entry Southlands Letters - Details				
SPECIALTY FABRICATION					
SF 0.1.1	Main Street Entry ID & Feature Icon 3/4 VIEW				
SF 1.1.1	Main Street Feature Icon - Location Plan				
SF 1.1.2	Main Street Feature Icon - Elevations				
SF 1.1.3	Main Street Feature Icon - Details				

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Southlands

Southlands
 PROJECT

M&J Wilkow
 OWNER

CD, KS
 505 DESIGN TEAM

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ORIGINAL ISSUE:	25 July 2019
REVISIONS:	

Contents & Document History

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FABRICATOR PERFORMANCE & MATERIAL REQUIREMENTS

This document has been assembled by 505Design with the expectation that the fabricator will meet the following quality and performance requirements. The acceptance of these drawings by the Fabricator constitutes agreement to comply with the following conditions. The Owner will hold the Fabricator to these requirements as part of their contract obligations.

1.0 GENERAL

1.1 Proprietary Information Non-Disclosure Agreement:

All ideas, designs, arrangements and plans indicated or presented by these drawings are the property of the Owner, and were created for use in connection with the specified project. The information in this document is confidential and shall not be disseminated to anyone other than 505Design, the Owner, or the Fabricator's personnel necessary to execute the contract, without the written permission of 505Design and the Owner.

In addition, the Fabricator must request and receive written approvals from both the Owner and 505Design to use images of any completed element. The Fabricator is responsible for ensuring that credit indicating 505Design as the Designer will accompany all images and articles related to the project. The Owner may have additional requirements or restrictions for which the Fabricator is also responsible.

1.2 Design Intent Drawings

The "design intent" drawings contained in this document are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects of fabrication, installation, and any resulting working drawings, shop drawings, submittals and contract documents are the responsibility of the Fabricator.

Within the design intent drawings:

- All written dimensions take precedence over dimensions otherwise implied by drawing scale, figures, etc.
- Large scale details take precedence over the smaller scale drawings.
- Specific recommendations for materials, colors, and content take precedence over representations shown in drawings.

2.0 PRE-FABRICATION REQUIREMENTS

2.1 Proposal

Copies of all pricing and bid information shall be sent to the Owner and 505Design. The Fabricator shall base their proposal on the performance of all

items of service including labor, materials, equipment, and resources required to complete fabrication and installation of the specified work. Full compliance with these Fabricator Performance and Material Requirements will be required.

The Fabricator is encouraged to make recommendations for specific changes if they will improve the quality or cost-effectiveness of fabrication while preserving 505Design's visual design intent. However, any such recommendations must be approved in writing by the Owner and 505Design at the time of bid. Should the Fabricator be contracted based on a proposal that assumes substitutions that have not been properly approved, the Fabricator shall be responsible for providing all elements as originally indicated at their own expense.

2.2 Shop Drawings

The Fabricator shall submit shop drawings of all fabricated items to the Owner and 505Design. This submission shall consist of three hard copy sets of detailed drawings that indicate all materials, finishes, construction details, lighting requirements, installation details, and artwork, including locations of all material seams. Drawings shall include elevations, plans, sections, and notes as required to clearly convey fabrication intent. 505Design will review samples for aesthetic appearance and compatibility with adjacent conditions. Compliance with other requirements is the exclusive responsibility of the Fabricator.

Upon review, the Fabricator shall make all requested revisions and resubmit as required. A complete set of approved shop drawings (noted "No Exceptions Taken" or "Exceptions as Noted") must be received from both the Owner and 505Design before production may begin.

2.3 Submittals

The Fabricator is responsible for providing submittals to the Owner and 505Design as required per "Quantities & Submittals" section of this document. 505Design will review samples for aesthetic appearance and compatibility with adjacent conditions. Compliance with other requirements is the exclusive responsibility of the Fabricator.

All materials, finishes, and content are subject to revision until final submittals have been approved. A complete set of approved submittals must be received from both the Owner and 505Design before fabrication may begin. Required submittals must be issued in an adequate time frame to allow review, adjustments, and approval without delaying the project schedule.

3.0 FABRICATION & INSTALLATION REQUIREMENTS

3.1 Permitting & Regulation Compliance

The Fabricator is responsible for securing and paying for all permits, insurances, inspections, and tests required by governmental agencies.

The Fabricator is also responsible for verifying and ensuring compliance with all ADA, OSHA, environmental regulations, and all other applicable governing code requirements. All required resolutions or revisions to construction details must be approved by the Owner and 505Design prior to production.

3.2 Structural Requirements

The Fabricator shall follow 505Design's drawings for exterior visual appearance, but designs of internal structure, engineered connections, mounting assemblies, and foundations are by the Fabricator. Structural design shall utilize self-supportive framing and prevent irregularities in exposed surfaces.

Deliverables:

- The Fabricator shall provide the Owner and/or the General Contractor (GC) with a list of support and/or blocking requirements, and approximate weights for each element as required no later than twenty-one days after final shop drawing approval.
- The Fabricator shall provide the Owner and/or the GC with calculations for all structural members and foundations sealed by certified engineers registered in the state of installation, prior to fabrication.

3.3 Electrical Requirements

Design of all electrical components is by the Fabricator. All transformers and electrical hardware shall be concealed (i.e. non-audible and non-visible to pedestrian and vehicular traffic). The Fabricator shall ensure all electrical components are easily accessible for maintenance and servicing.

All necessary point-of-connection coordination is the responsibility of the Fabricator. All connections must be in compliance with the requirements of the NEC and all other applicable governing code requirements. All necessary electrical components and assemblies are to be UL listed, or approved by a nationally recognized testing lab.

All electrical components shall be warranted against failure for at least ninety days. Within the warranty period, defective electrical components are to be replaced by the Fabricator within forty-eight hours of notice by the Owner and/or the GC. Should the Fabricator fail to replace defective components within the specified time, these items may be replaced by others at the Fabricator's expense.

Deliverables:

- The Fabricator shall provide the Owner and/or the GC with a list of electrical requirements for each element no later than twenty-one days after final shop drawing approval.

3.4 Lighting

The Fabricator shall follow 505Design's drawings for visual appearance, but design of internal structure, fixtures and mounting assemblies is by the Fabricator. The Fabricator shall ensure all lighting components are easily accessible for maintenance and servicing. Unless otherwise noted, the interior of all illuminated enclosures shall be painted matte white to increase reflectivity. All lighting components shall be constructed per recognized national standards, and/or specific manufacturer's recommendations.

All neon components shall be warranted against failure for at least three years, and all other lighting components shall be warranted for at least ninety days. Within the warranty periods, failed lighting components are to be replaced by the Fabricator

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Southlands

Southlands

PROJECT

M&J Wilkow

OWNER

CD, JP, KS

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within forty-eight hours of notice by the Owner and/or GC. Should the Fabricator fail to replace defective components within the specified time, these items may be replaced by others at the Fabricator's expense.

3.5 Labeling

Visible labels, manufacturer's or otherwise, code permitting, shall not appear on any completed element. The placement of any required labels must be approved by 505Design prior to application and installation.

3.6 Artwork & Fonts

505Design will provide the Fabricator with layout guidelines and electronic artwork as required, however all final copy layouts are the responsibility of the Fabricator.

The Fabricator shall legally acquire at their own expense all project fonts from the specified distributors. 505Design will not provide copies of licensed fonts.

When stock imagery is used, 505Design will provide the Fabricator with the image specifications and a low resolution electronic file for placement. The purchasing of high resolution final images, licensing, and all applicable fees are the responsibility of the Owner or the Fabricator. All acquired images shall be registered in the Owner's name.

3.7 On-Site Coordination

All locations shown in the enclosed location plans are approximate. The Fabricator is responsible for field verification and coordination of all final locations. The Fabricator shall notify the Owner and 505Design of any discrepancies between 505Design's drawings, location plans, or message schedule, and field conditions prior to installation. All required resolutions or revisions to construction details must be approved by the Owner and 505Design prior to production.

The Fabricator's installation responsibilities include the provision of any required footings, anchor bolts, or fastenings. All point-of-connection coordination is the responsibility of the Fabricator,

Deliverables:

- The Fabricator shall provide the Owner and/or the GC with templates and patterns as required no later than twenty-one days after final shop drawing approval.

3.8 Safety & Responsibility

The Fabricator shall be responsible for providing barricade or protective coverings as necessary to safeguard the public and property during the performance and duration of their work. The Fabricator shall be fully responsible for any injuries to the public or damage to the buildings, site, and adjacent objects during installation. The Fabricator shall be responsible for cleaning up all work areas upon the completion of work on a daily basis.

All installed items shall be left in a clean and as-new condition. The Fabricator shall be fully responsible for the security and quality of all equipment, materials, and installed components until they have been reviewed and accepted by the Owner.

4.0 MATERIAL STANDARDS

All materials, hardware, and finishes used to fabricate any and all components shall be new (i.e. not previously used or operated in any other application) and from the most recent manufacturer's production supply.

4.1 Masonry

All brick, masonry, and stone components, detailing, and weatherproofing must be appropriately assembled and installed in compliance with regional requirements and recognized industry standards.

4.2 Metals

Metals shall be the best commercial quality for the purposes specified and free from defects impairing strength, durability, or appearance. Unless otherwise noted, all visible seams are to be continuously welded, filled and ground smooth. All sheet metal shall have brake formed edges with radii not greater than sheet thickness. All metals must be treated to prevent corrosion and staining of other finishes.

4.3 Fasteners

Unless otherwise noted, all exposed fasteners shall be tamper-proof, resistant to oxidation and other corrosion, and painted to match adjacent surfaces. Concealed fasteners must be resistant to oxidation and other corrosion to prevent staining of other finishes.

4.4 Paints & Finishes

All paints and finishes shall match exactly the color, finish, and texture noted. Unless otherwise noted, all pretreats, primers, coatings, and finishes shall be applied in strict accordance with the paint manufacturer's specifications to provide the highest level of ultraviolet light resistance, weatherability, and overall longevity for both the materials indicated, and the environmental conditions of the final install locations.

Paints & finishes shall be warranted against color fading, UV damage, cracking, peeling, blistering, and other defects in materials or workmanship for a minimum of five years from date of Owner's acceptance .

4.5 Vinyl Film

All vinyl sheeting shall match exactly the color, finish, and durability of the manufacturers product as noted. Unless otherwise noted, all vinyl sheeting shall be installed in strict accordance with the manufacturer's specifications to provide the highest level of ultraviolet light resistance, weatherability, and overall longevity for both the materials indicated, and the environmental conditions of the final install locations.

Vinyl sheeting shall be warranted against color fading, UV damage, de-lamination, or peeling for a period of five years from date of Owner's acceptance.

4.6 Digital Prints

All high resolution digital output must provide the highest level of ultraviolet light resistance, weatherability, and overall longevity for both the materials indicated and

the environmental conditions of the final install locations. Unless otherwise noted, digital prints shall have a minimum resolution of 200 dpi.

Printed products shall be warranted against color fading, UV damage, delamination, or peeling for a minimum of five years from date of the Owner's acceptance.

5.0 PROJECT COMPLETION

5.1 Review & Punch List

The Fabricator shall notify both 505Design and the Owner in writing when all work is completed. Upon notice, 505Design will review all work according to their contract with the Owner and prepare a punch list outlining incomplete or unsatisfactory items. The repair or replacement of work outlined on the punch list shall be coordinated between the Fabricator and the Owner.

5.2 Final Deliverables

Upon the Owner's acceptance of the work, the Fabricator shall provide the Owner with three copies of a complete service and maintenance manual for all products and finishes installed under their contract. This manual shall include, but is not limited to, product specifications such as manufacturer information, contact names and addresses, warranty information, technical data, and routine maintenance recommendations for light fixtures, electrical components, paint, finishes, and all other applicable items.

5.3 Warranties

All warranty periods shall begin on the date of the Owner's acceptance of the work. All warranties shall include the materials and labor required to replace defective components. Unless otherwise stated above, all installed elements shall be warranted against manufacturer defects for a minimum of one year, and all installed elements shall be warranted against defects in installation or workmanship for a minimum of three years.

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Project Designer's Doc

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Southlands

Southlands

PROJECT

M&J Wilkow

OWNER

CD, JP, KS

505DESIGN TEAM

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Fabricator Performance & Material Requirements

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Description	Submittals Required
GENERAL SUBMITTALS	
Masonry	One (1) 4' x 6' minimum finished mock up of each project masonry specification, including at least 1 finished corner where applicable
Paint & Finishes	5" x 5" minimum samples of each project paint color and finish, textured as required, and applied to the final specified materials as indicated
Vinyl Sheeting	5" x 5" minimum samples of each project vinyl color
Fonts & Symbols	36 pt (1/2") printed sample of each project font consisting of a full alpha-numeric character set (upper and lower case), black type on white tabloid-size paper
Copy & Text Layouts	1/2 size b/w printed samples of each message layout including copy, symbols, and sign panel boundary; layouts shall be labeled with sign type, location number, and side as required
Digital Prints	12 x 24 full-color sections of each digital print at final size and resolution, printed on the final specified material Full color samples of each digital print at reduced size and resolution scaled to fit ~12 x 24 format, printed on the final specified material

NOTE: Unless specifically noted otherwise, all required submittals shall consist of three (3) samples sent to both the Owner and 505Design

Page No.	Description	Install Quantity	Additional Submittals Required
ENVIRONMENTAL GRAPHIC DESIGN / SIGNAGE / SPECIALTY FABRICATION			
SF 1.1.3	Light Element and Pole Attachment	27	Full size working mock-up of light and pole attachment to be submitted for approval

NOTE: Unless specifically noted otherwise, all required submittals shall consist of three (3) samples sent to both the Owner and 505Design

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Quantities & Submittals

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PROJECT FONTS

THE FABRICATOR SHALL LEGALLY ACQUIRE AT THEIR OWN EXPENSE ALL PROJECT FONTS FROM THE SPECIFIED DISTRIBUTORS.
505 DESIGN WILL NOT PROVIDE COPIES OF LICENSED FONTS.

ESSONNES - TEXT REGULAR
www.myfonts.com

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
0 1 2 3 4 5 6 7 8 9

PROJECT LOGOTYPE

505 DESIGN WILL PROVIDE DIGITAL ARTWORK FILES AS REQUIRED.

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**Project Fonts
and Symbols**

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PROJECT COLORS, FINISHES & MATERIALS

ALL PAINTS, FINISHES & MATERIALS SHALL MATCH THE COLOR, FINISH AND TEXTURE AS NOTED.

PAINTS



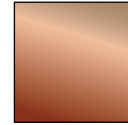
P-1
 Matthews Paint
 MP20031
 Misty Heather
 Metallic
 Satin Finish



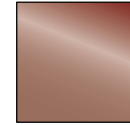
P-2
 Matthews Paint
 MP41844
 Yellow Gold Pearl
 Metallic
 Satin Finish



P-3
 Matthews Paint
 MP46399
 Royal Gold Pearl
 Metallic
 Satin Finish



P-4
 Matthews Paint
 MP52234
 Warm Copper
 Metallic
 Satin Finish



P-5
 Matthews Paint
 MP22342
 Pima Red
 Metallic
 Satin Finish

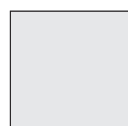


P-6
 Matthews Paint
 MP43251
 Toque White
 Satin Finish



P-7
 Matthews Paint
 MP20148
 Shadow Bronze
 Metallic
 Satin Finish

ACRYLIC, STONE, WOOD & OTHER MATERIALS



A-1
 Translucent
 White Acrylic
 Plaskolite - OPTIX LD
 2447

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**Project Colors,
 Finishes, and
 Materials**

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Southlands

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PROJECT

M&J Wilkow

OWNER

CD, JP, KS

505DESIGN TEAM

LANDSCAPE ARCHITECT

LandDesign t 720.274.0814
1360 Walnut St, #102
Boulder, CO 80302 Brent Martin

LIGHTING

AE Design t 303.296.3037
1900 Wazee Street #205
Denver, CO 80202 Jeff Mullikin

WATER FEATURE

ADE t 1.407.598.0553
189 South Orange Avenue,
Suite 1220
Orlando, Florida 32801, USA Josh Martin

ORIGINAL ISSUE: 25 July 2019

REVISIONS:

**Main Street Entry ID
and Icon Element**

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Project Entry
Iconic Element
SEE SHEET: SF 1.1.1

Project Entry
ID Letters
SEE SHEET: GR 1.1.1

BOULDER:
1360 Walnut Street, 102 telephone 720 565 0505
Boulder, CO 80302 facsimile 720 565 0504

CHARLOTTE:
508 West Fifth Street, 250 telephone 704 348 7000
Charlotte, NC 28202 facsimile 704 348 7005

SAN FRANCISCO:
461 Bush Street, 300 telephone 415 421 9900
San Francisco, CA 94108

Project Designer's Doc

Environmental Graphic Design / Signage /
Specialty Fabrication
100% Design Intent

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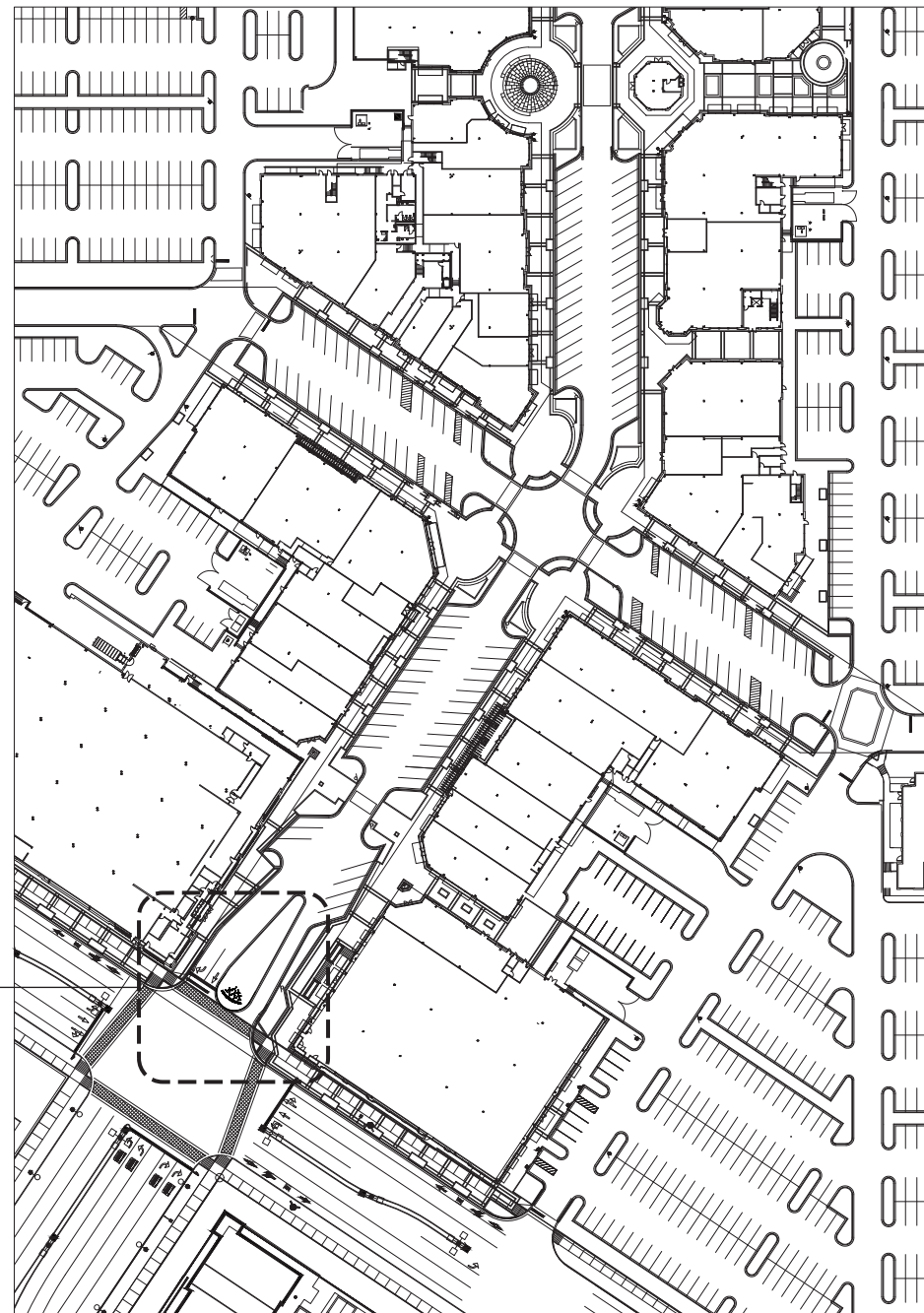
ADE t 1.407.598.0553
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ORIGINAL ISSUE: 25 July 2019

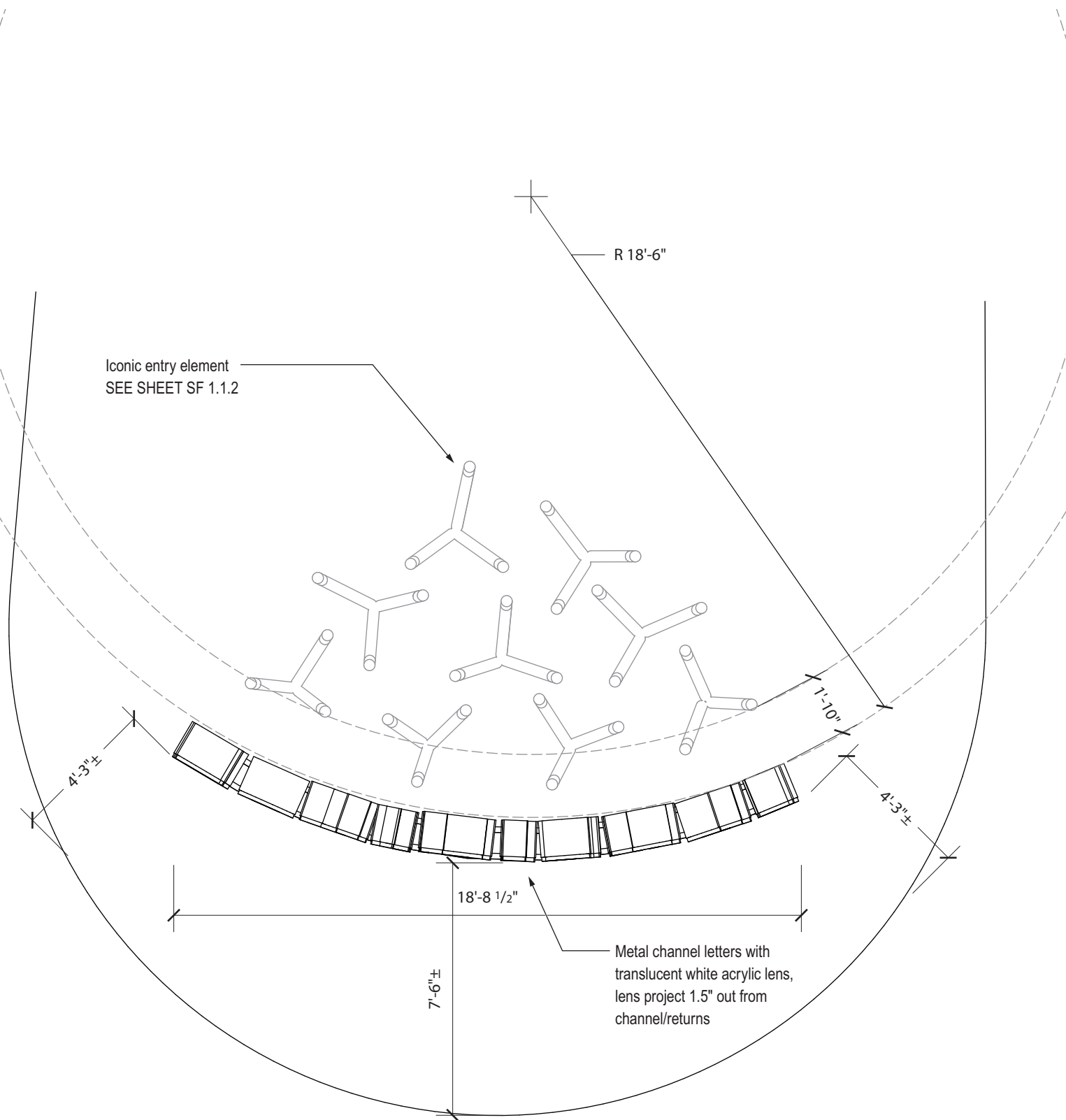
REVISIONS:	

**Main Street
Entry ID -
Location Plan**

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1 Plan
Scale: 1" = 150'



2 Enlarged Plan
Scale: 1/4" = 1'-0"

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REVISIONS:	

**Main Street
Entry ID - Elevations**

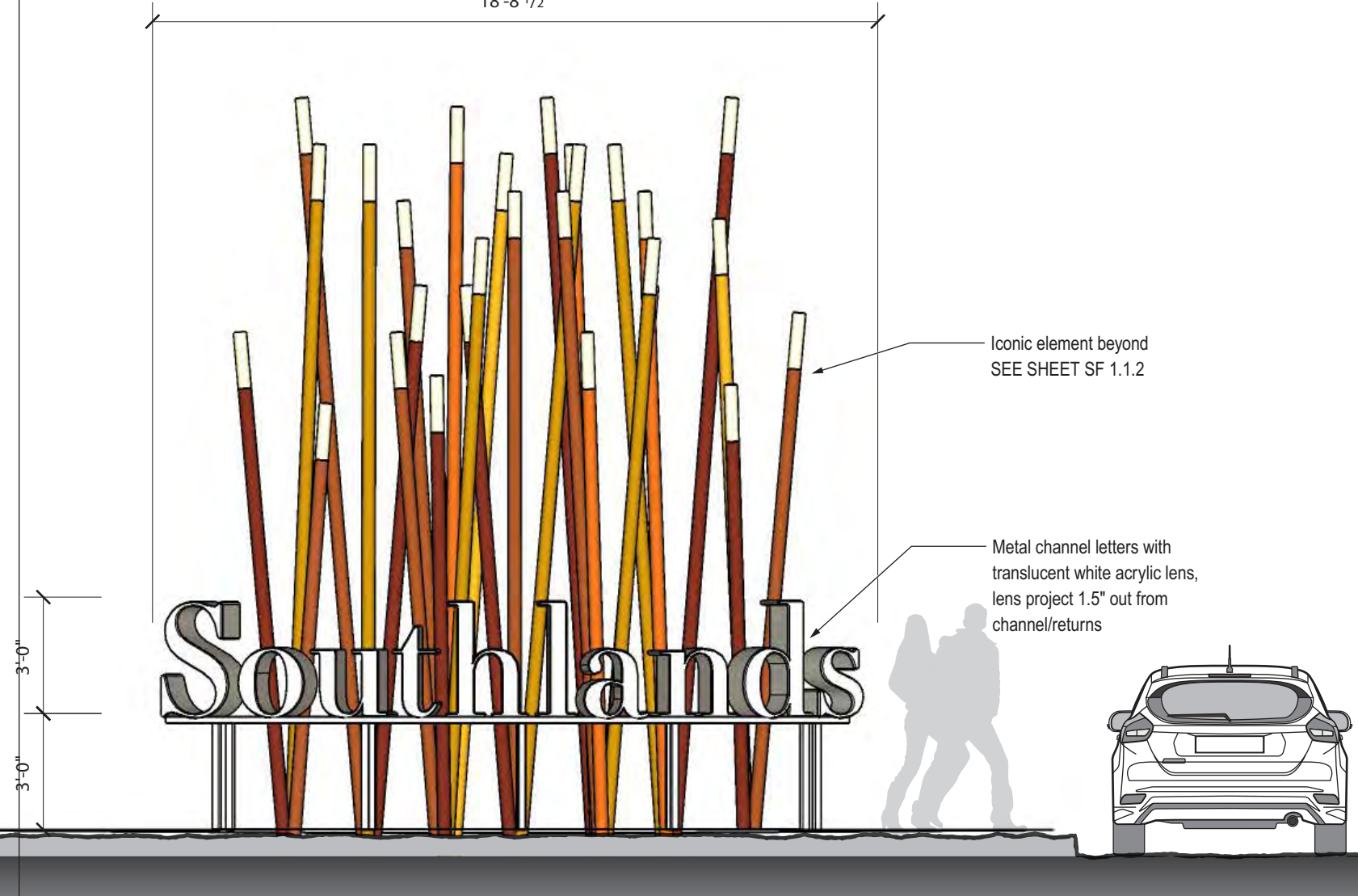
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4" diameter aluminum tubes are
clustered into groups of 3 behind
letters. SEE SHEET SF 1.1.2

Metal channel letters with
translucent white acrylic lens,
lens project 1.5" out from
channel/returns

1 PLAN
Scale: 1/4" = 1'-0"

18'-8 1/2"

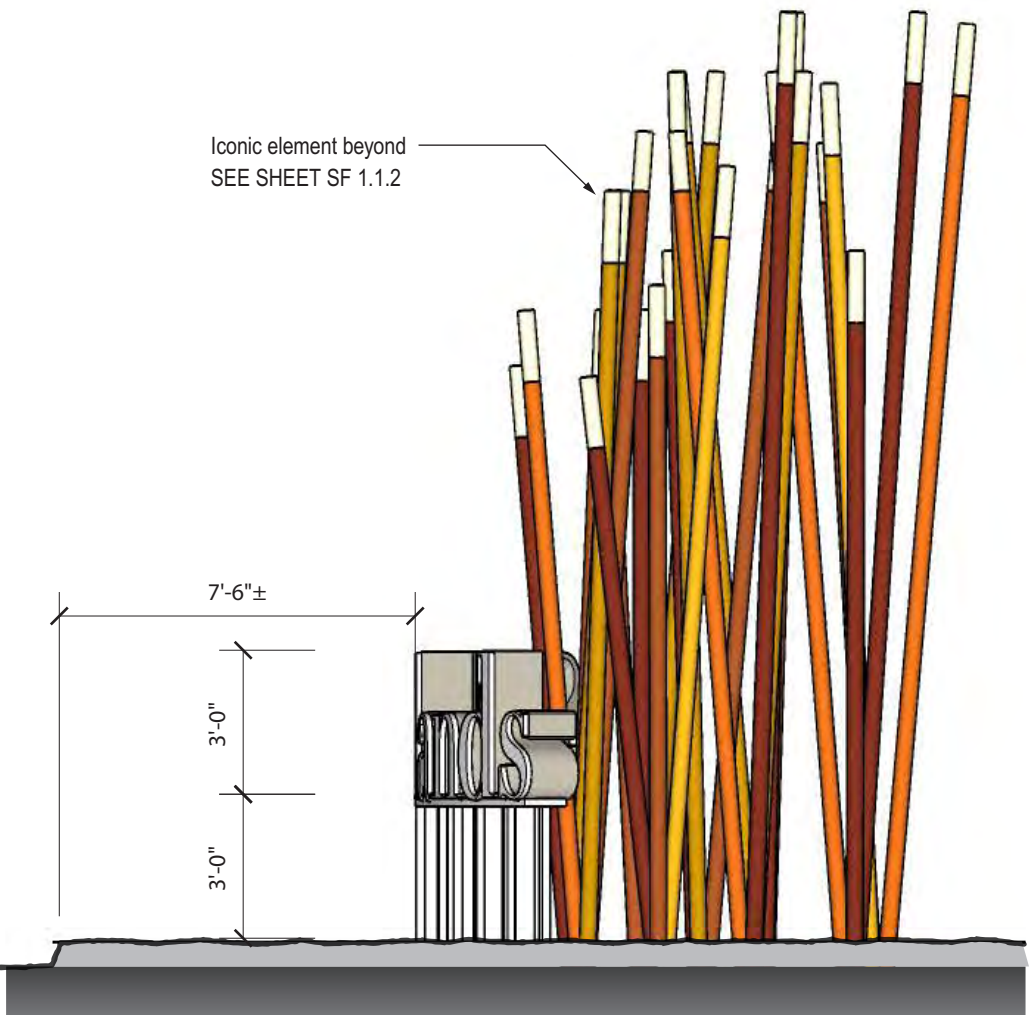


Iconic element beyond
SEE SHEET SF 1.1.2

Metal channel letters with
translucent white acrylic lens,
lens project 1.5" out from
channel/returns

2 Elevation
Scale: 1/4" = 1'-0"

Iconic element beyond
SEE SHEET SF 1.1.2



3 Side Elevation
Scale: 1/4" = 1'-0"

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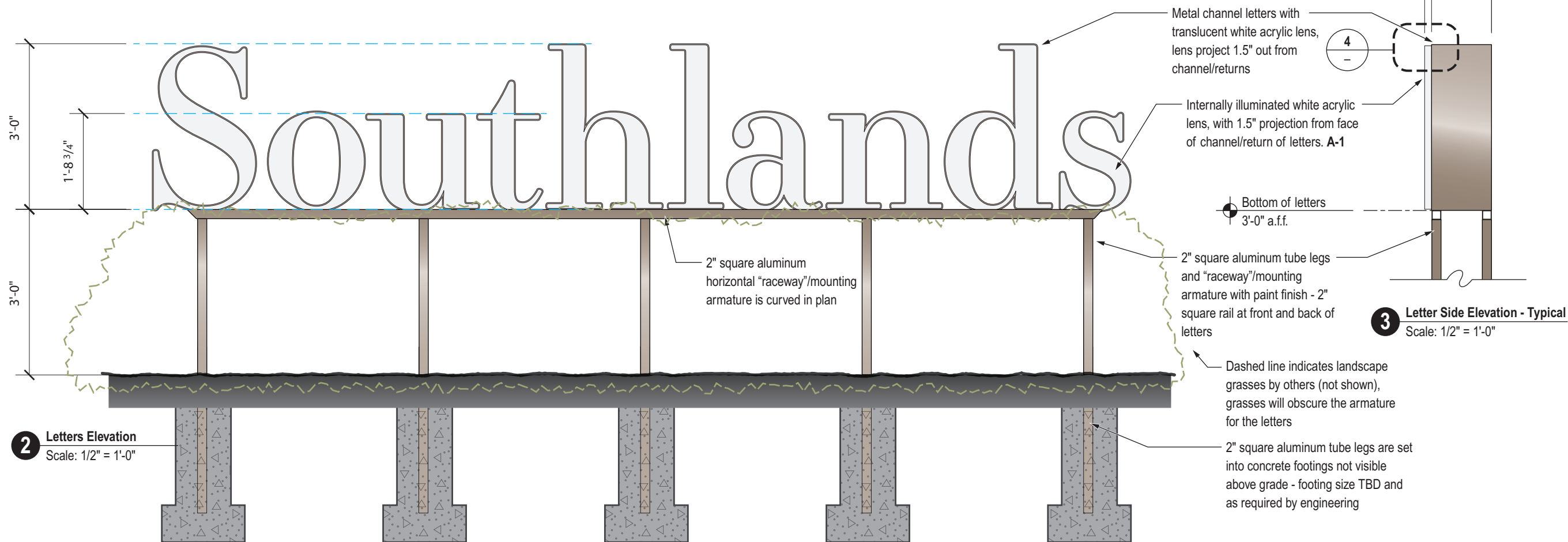
REVISIONS:

Main Street Entry ID - Letters

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1 Letters Perspective
Scale: NTS



2 Letters Elevation
Scale: 1/2" = 1'-0"

3 Letter Side Elevation - Typical
Scale: 1/2" = 1'-0"

4 Detail
Scale: 3" = 1'-0"

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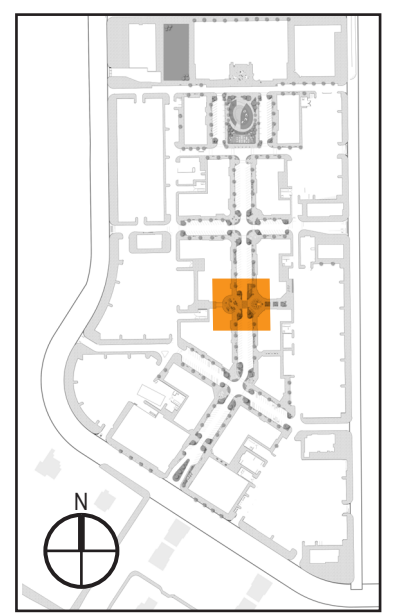
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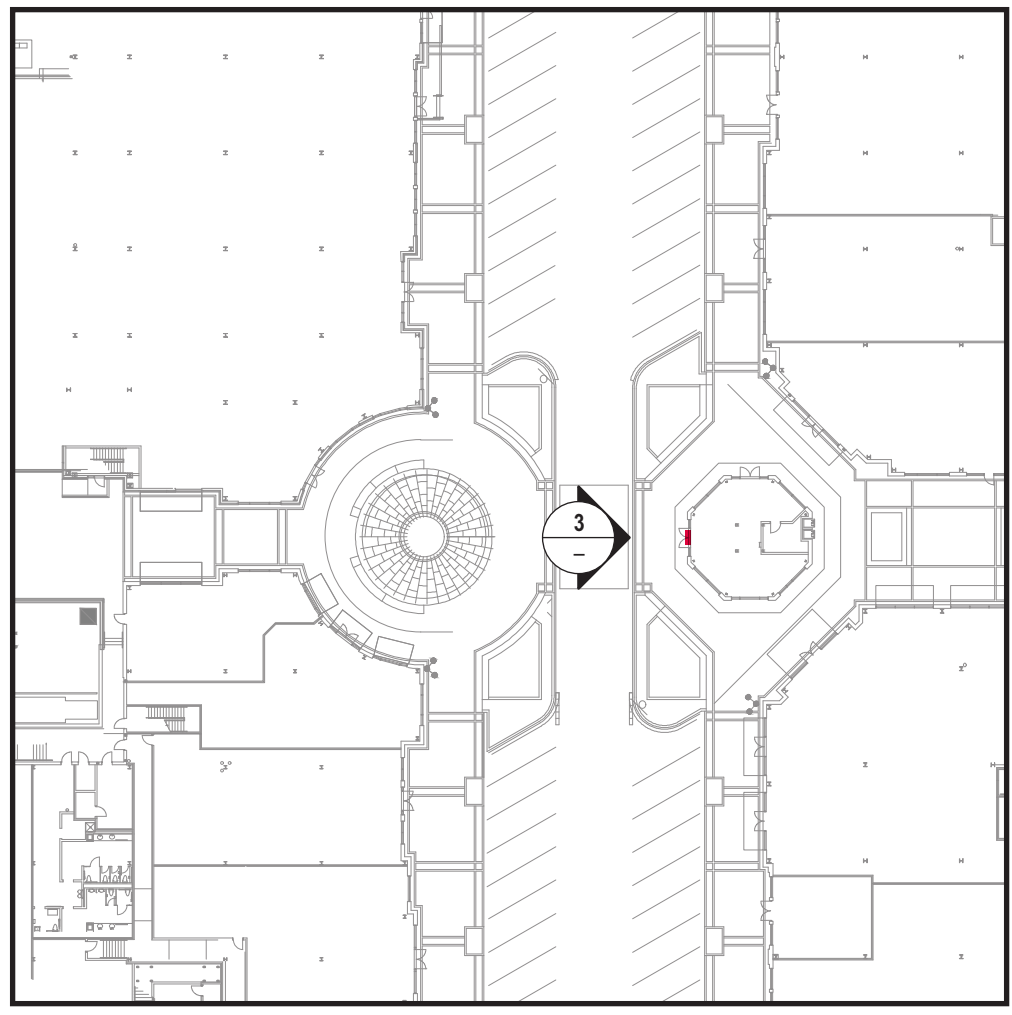
REVISIONS:

Customer Service
Southlands Letters

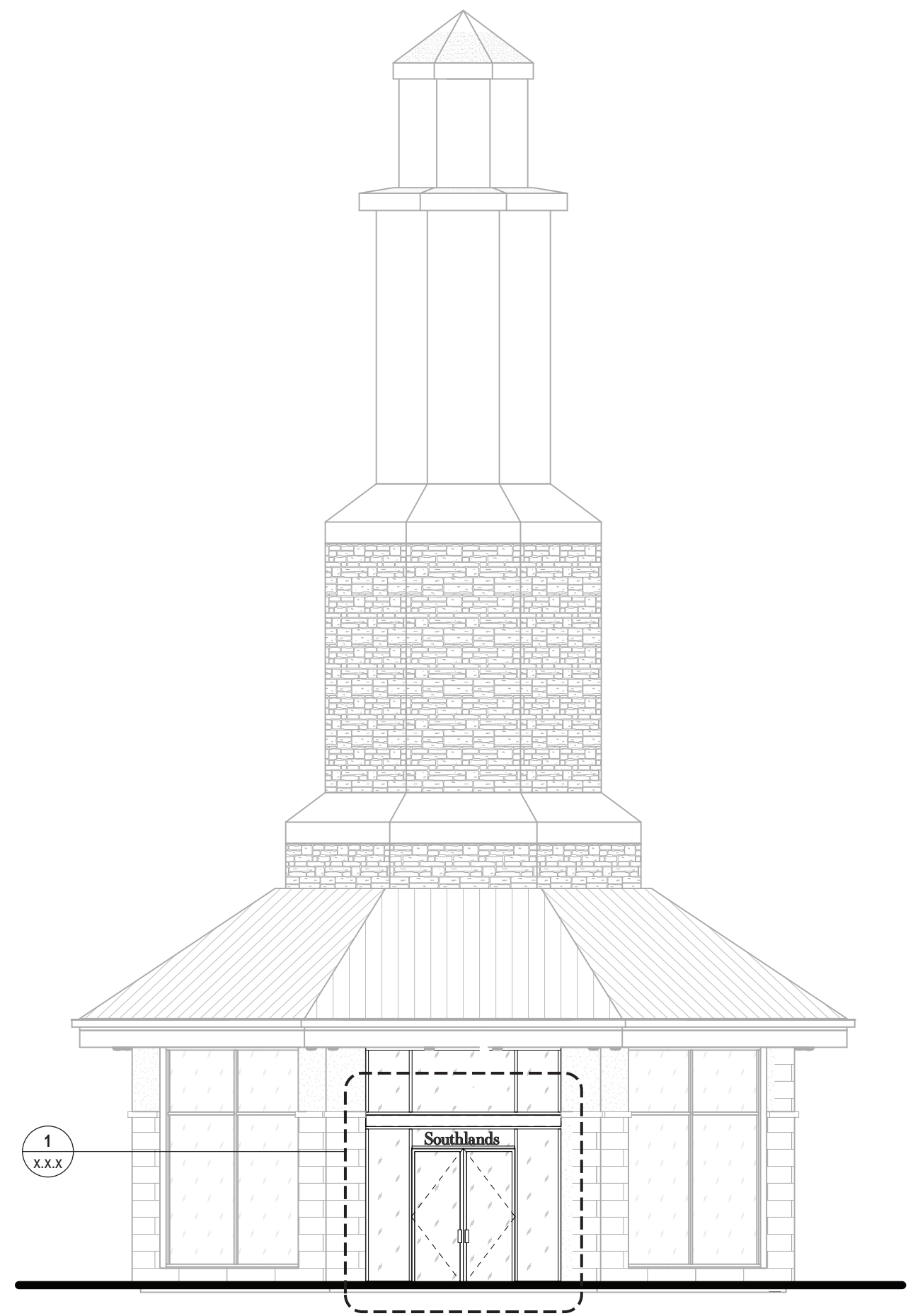
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1 Key Plan
Scale: NTS



2 Sign Location Plan
Scale: 1" = 60'



3 Elevation
Scale: 1/8" = 1'-0"

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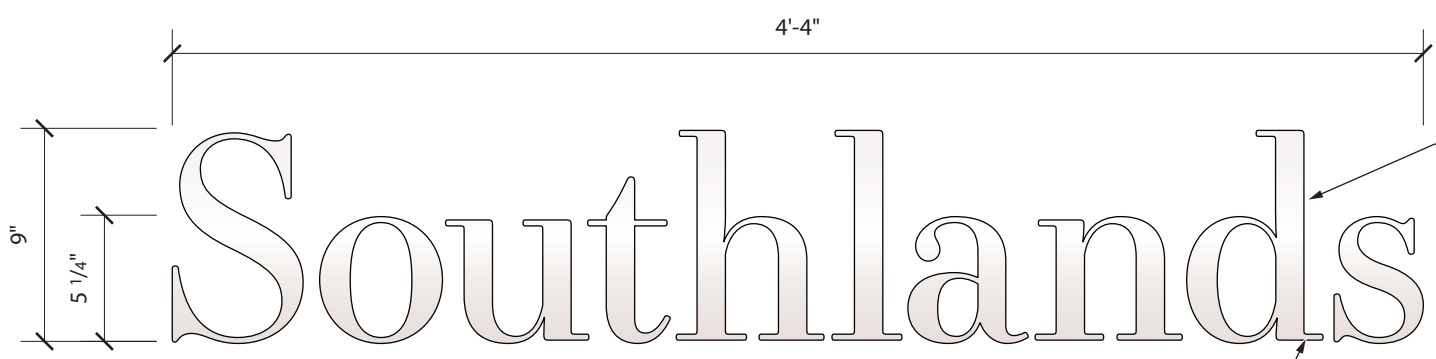
WATER FEATURE

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ORIGINAL ISSUE:	25 July 2019
REVISIONS:	

Customer Service Southlands Letter Details

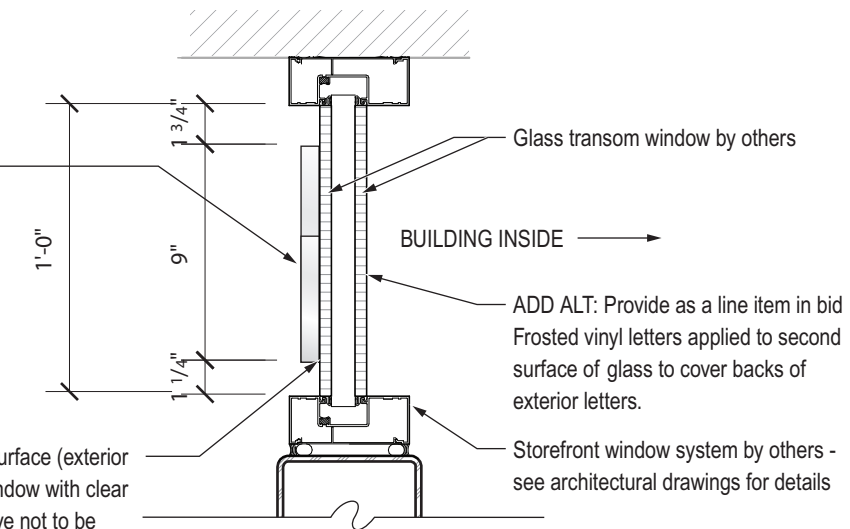
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2 Elevation
Scale: 1 1/2" = 1'-0"

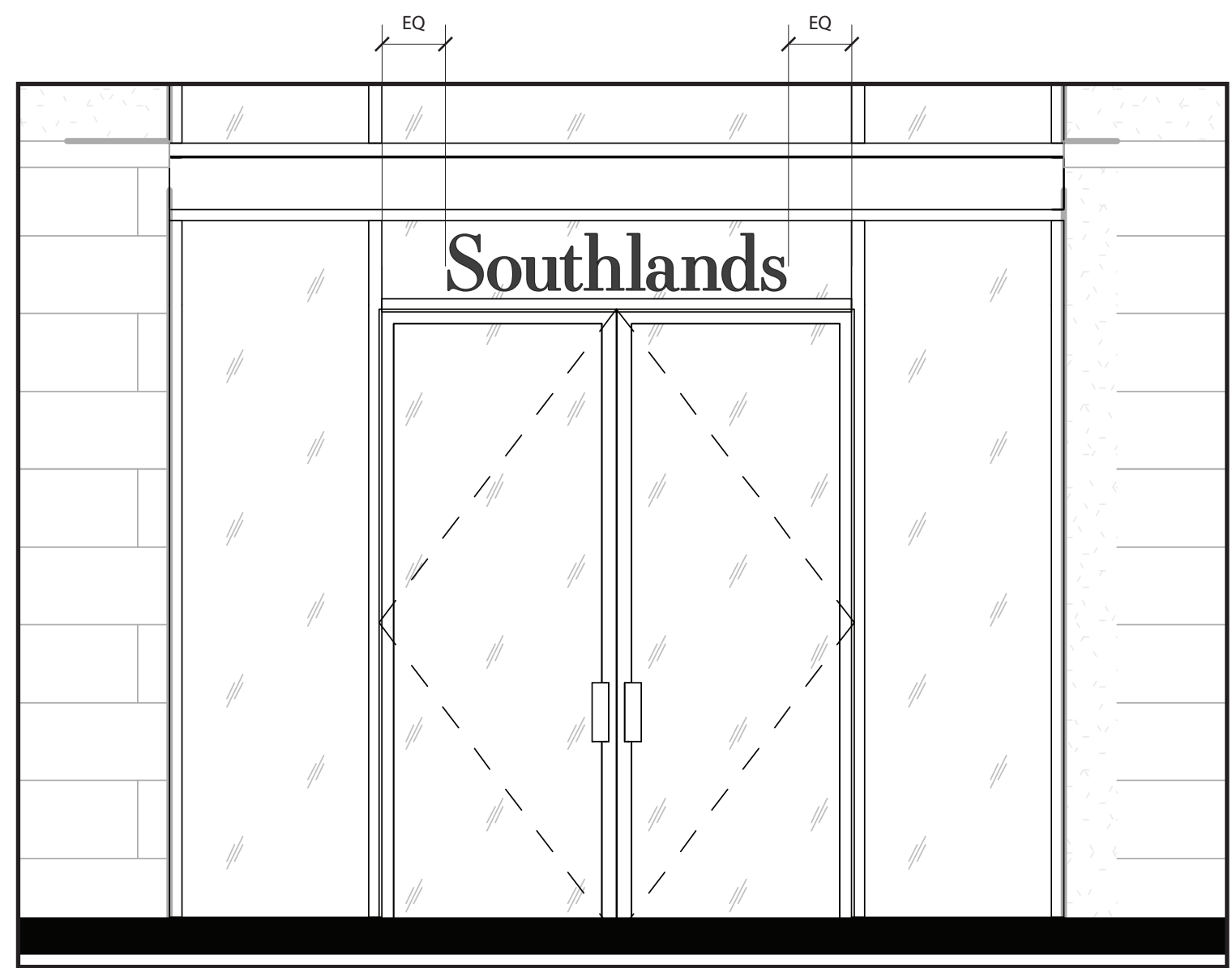
.75" thick routed acrylic letters with returns finished smooth. Paint finish on all visible surfaces - backs of letters will be visible from inside building and to be finished. **P-6**

45° chamfer on all front edges



3 Partial Section
Scale: 1 1/2" = 1'-0"

Letters are attached to first surface (exterior surface) of glass transom window with clear VHB or suitable clear adhesive not to be visible from inside building



1 Elevation
Scale: 1/2" = 1'-0"

Letters are attached to first surface (exterior surface) of glass transom window with clear VHB or suitable clear adhesive not to be visible from inside building



4 Rendering Mock-up
Scale: NTS

BOULDER:
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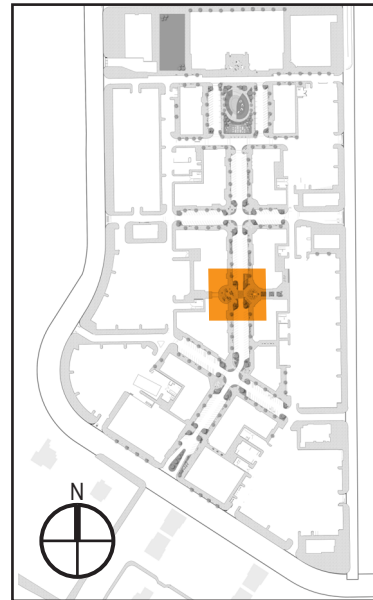
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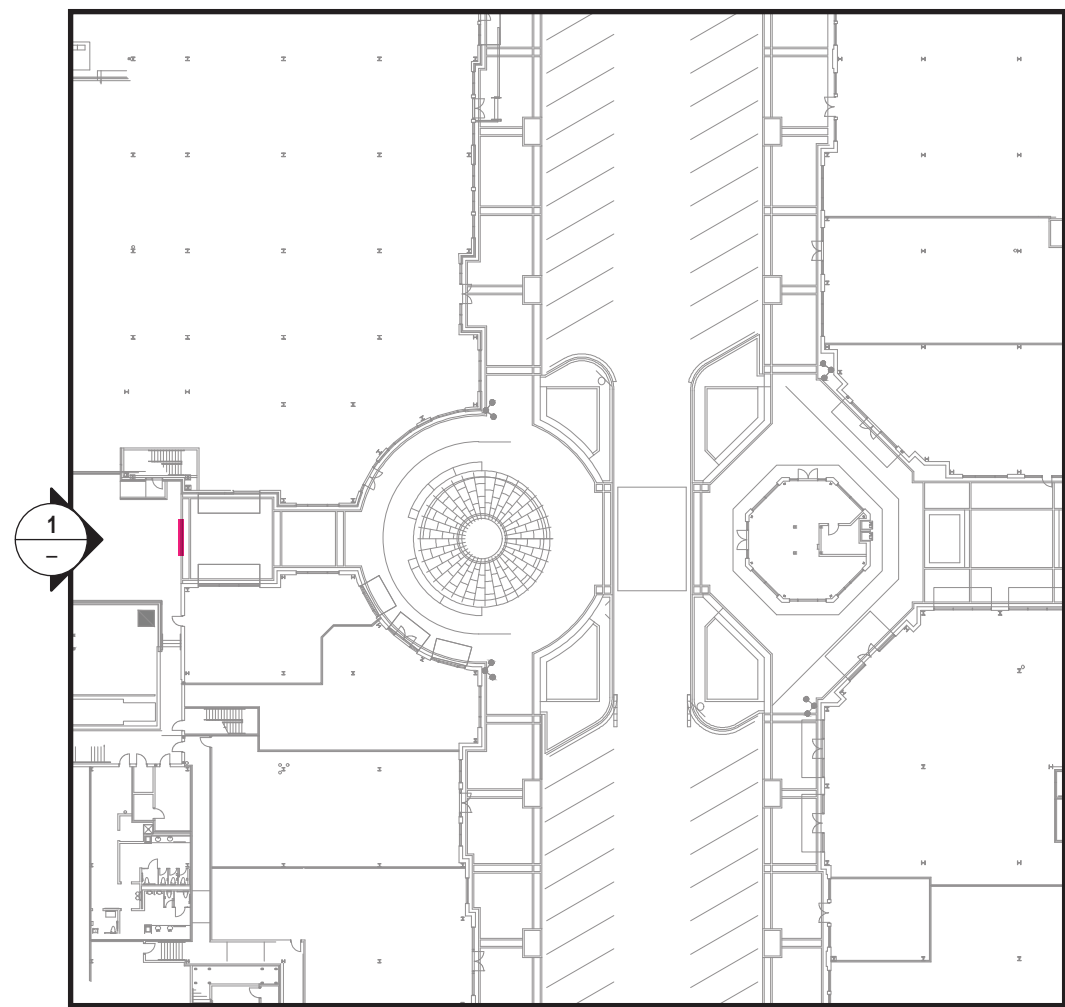
REVISIONS:	

**West Portal Entry
Southlands Letters**

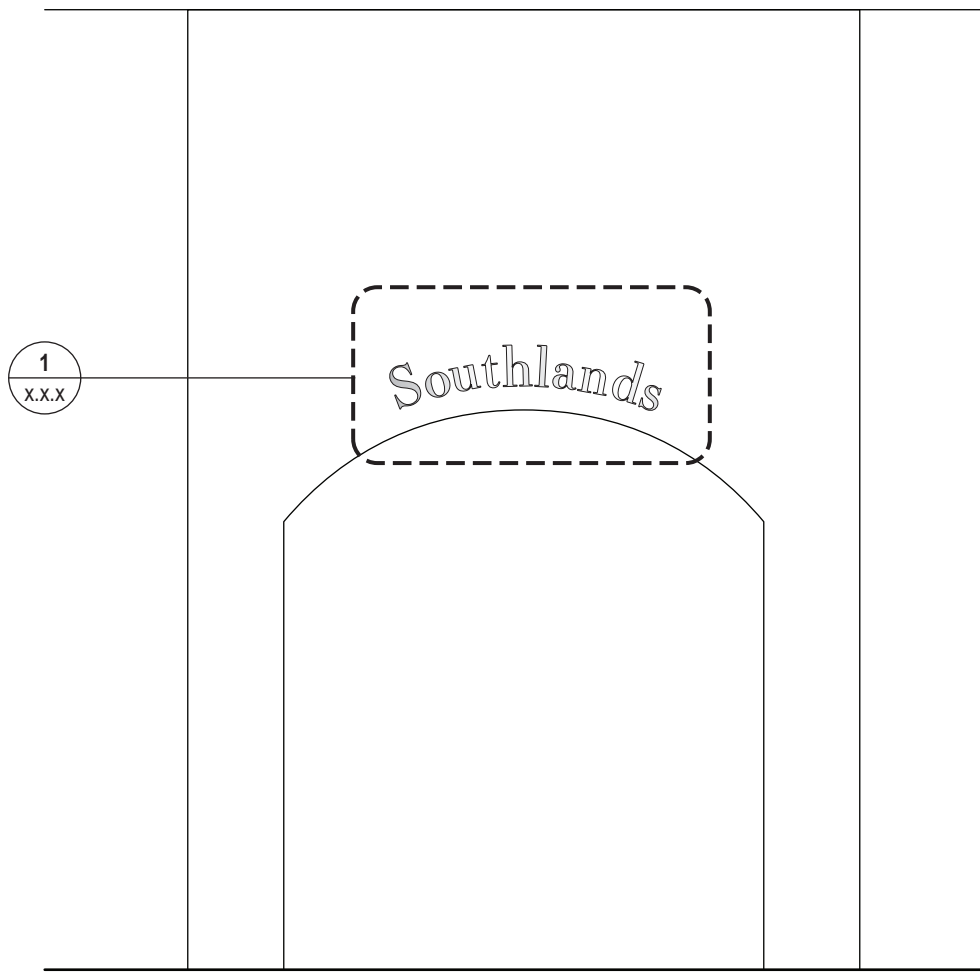
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1 Key Plan
Scale: NTS



2 Sign Location Plan
Scale: 1" = 60'



3 Partial Elevation
Scale: 1/8" = 1'-0"

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Project Designer's Doc

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M&J Wilkow

OWNER

CD, JP, KS

505DESIGN TEAM

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WATER FEATURE

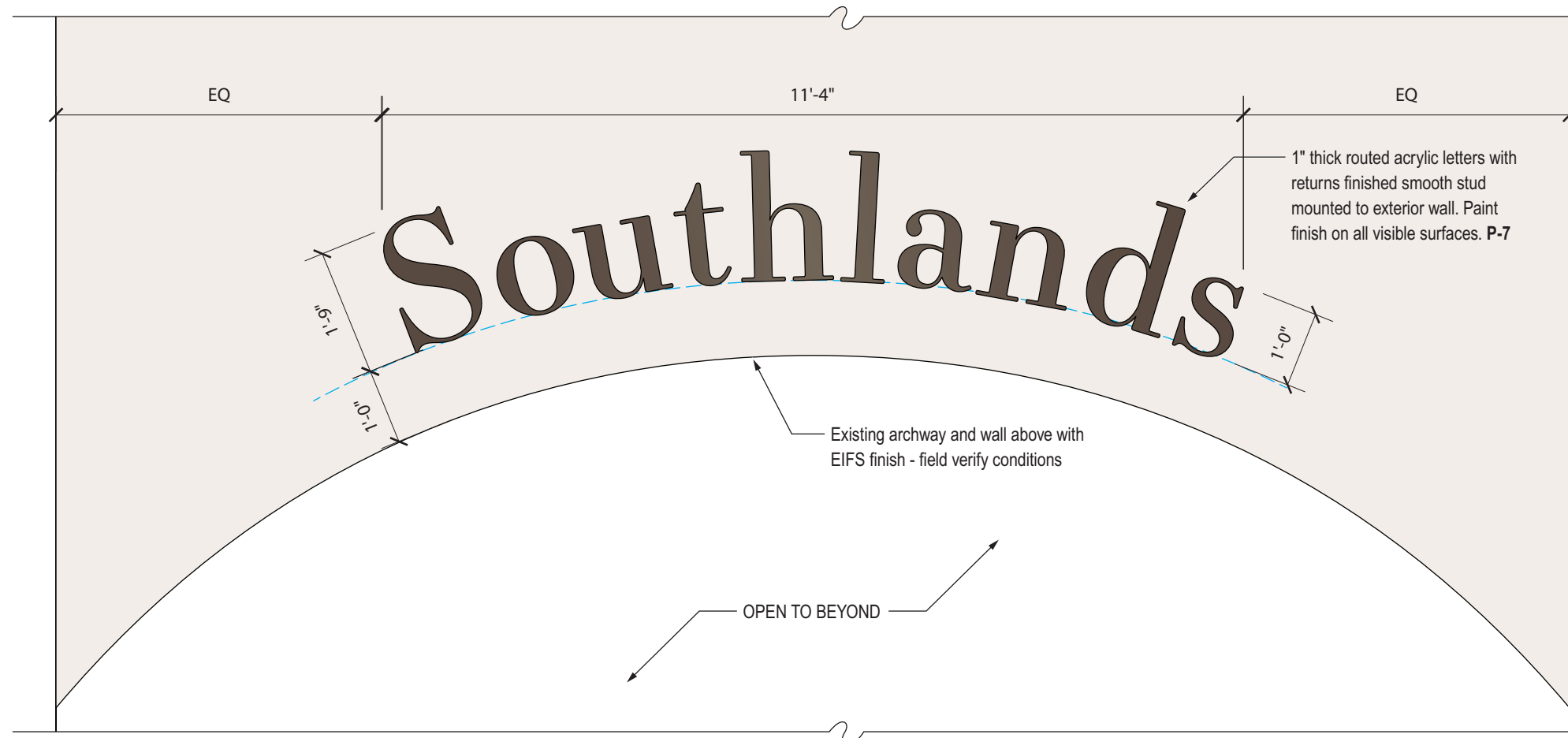
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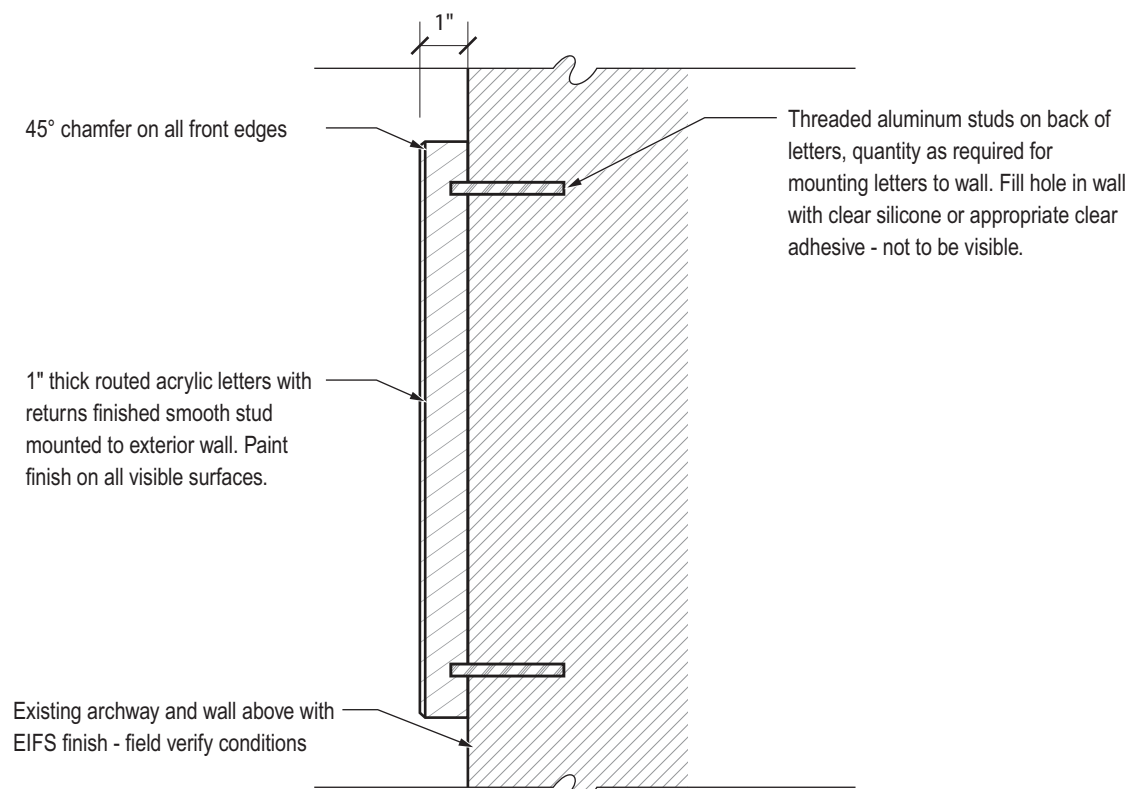
REVISIONS:

**West Portal Entry
Southlands Letters
DETAILS**

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1 Elevation
Scale: 1/2" = 1'-0"



2 Partial Letter Section Detail - TYPICAL
Scale: 3" = 1'-0"



3 Rendering Mock-up
Scale: NTS

Letters are attached to existing wall above archway/entry portal

OPEN TO BEYOND

Existing archway and wall above with EIFS finish - field verify conditions

1" thick routed acrylic letters with returns finished smooth stud mounted to exterior wall. Paint finish on all visible surfaces. P-7

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**Main Street Entry ID
and Feature Icon**

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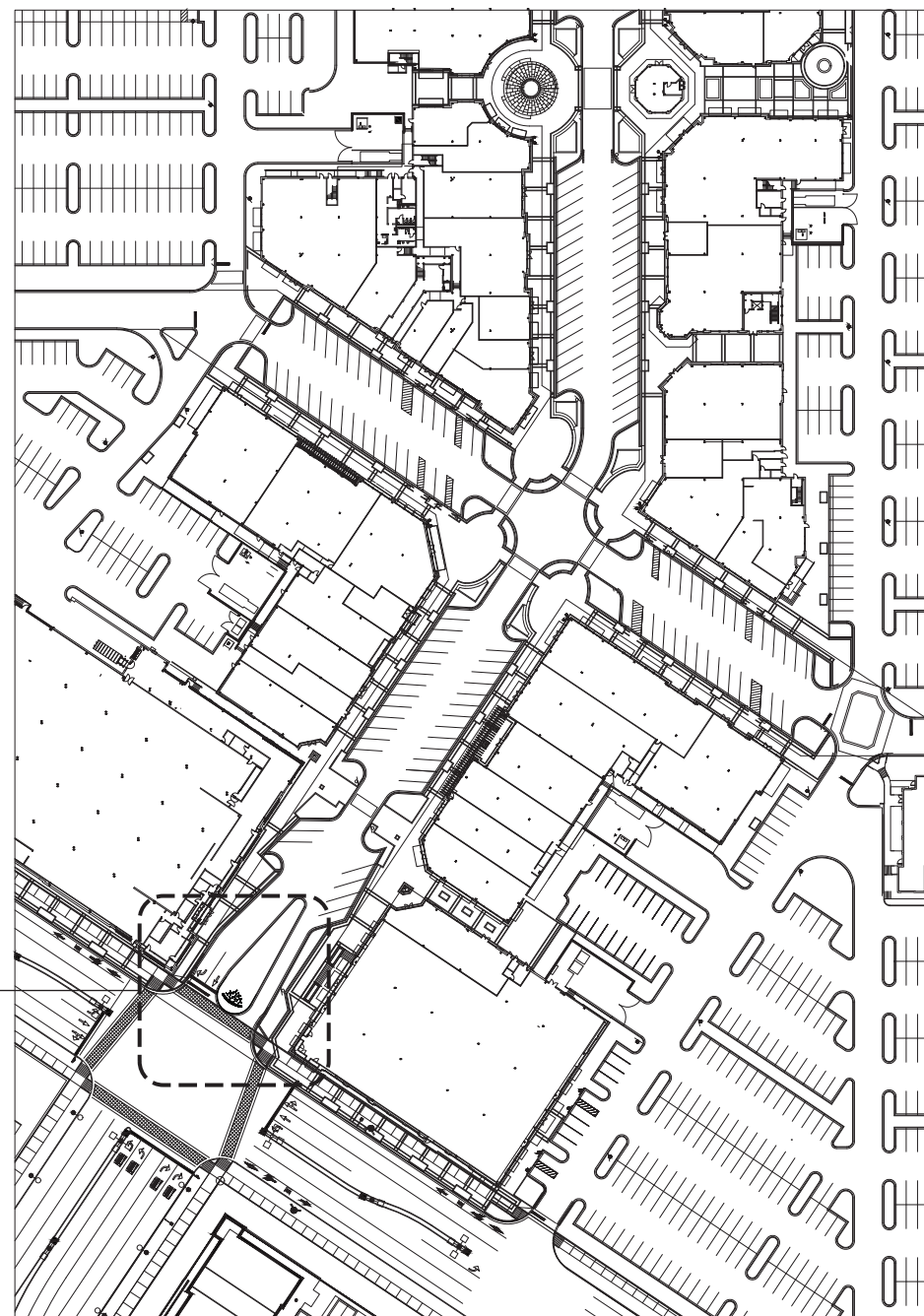
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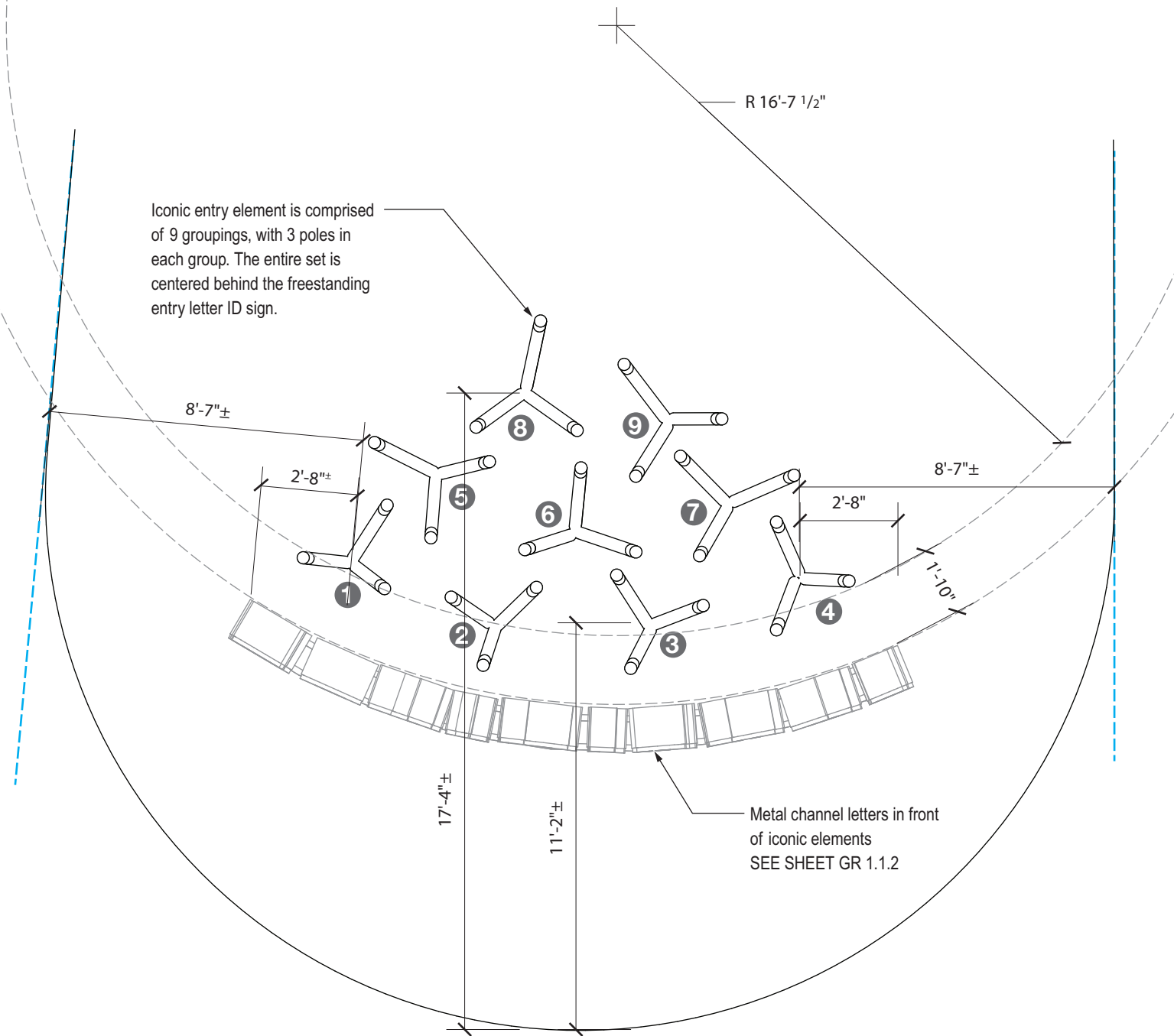
REVISIONS:	

**Main Street
Feature Icon
Location Plan**

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1 Plan
Scale: 1" = 150'



2 Enlarged Plan
Scale: 1/4" = 1'-0"

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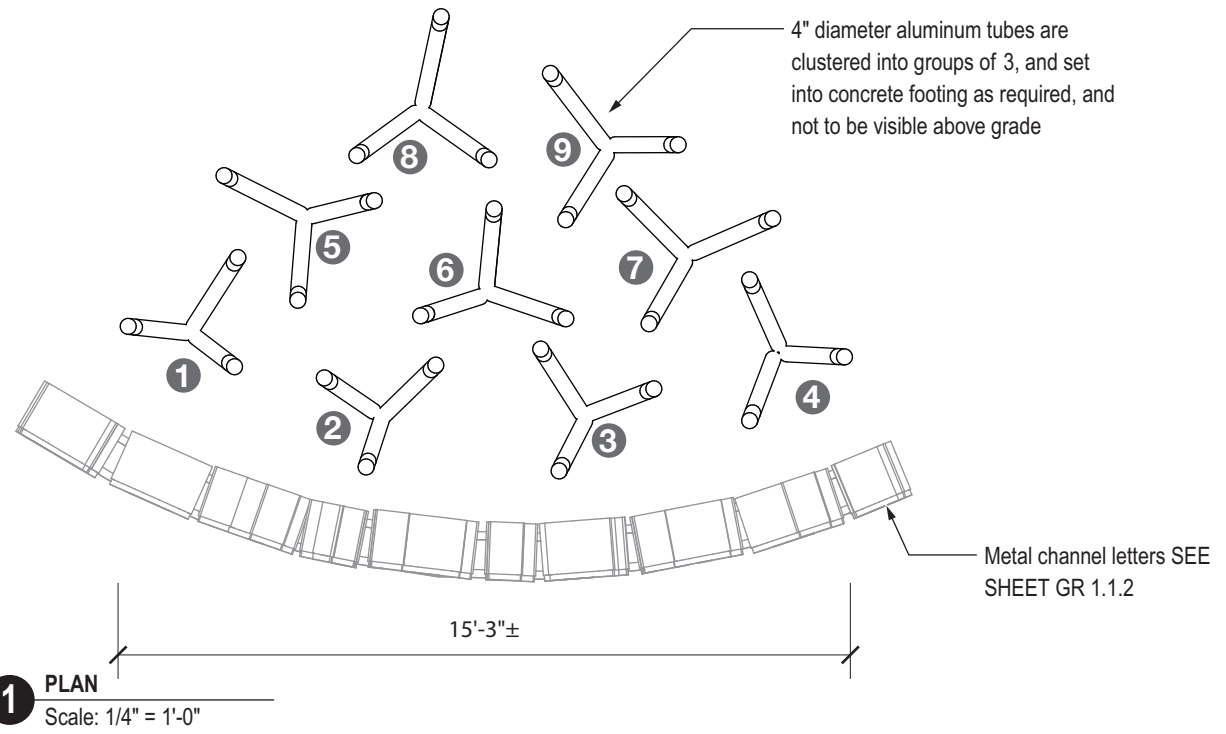
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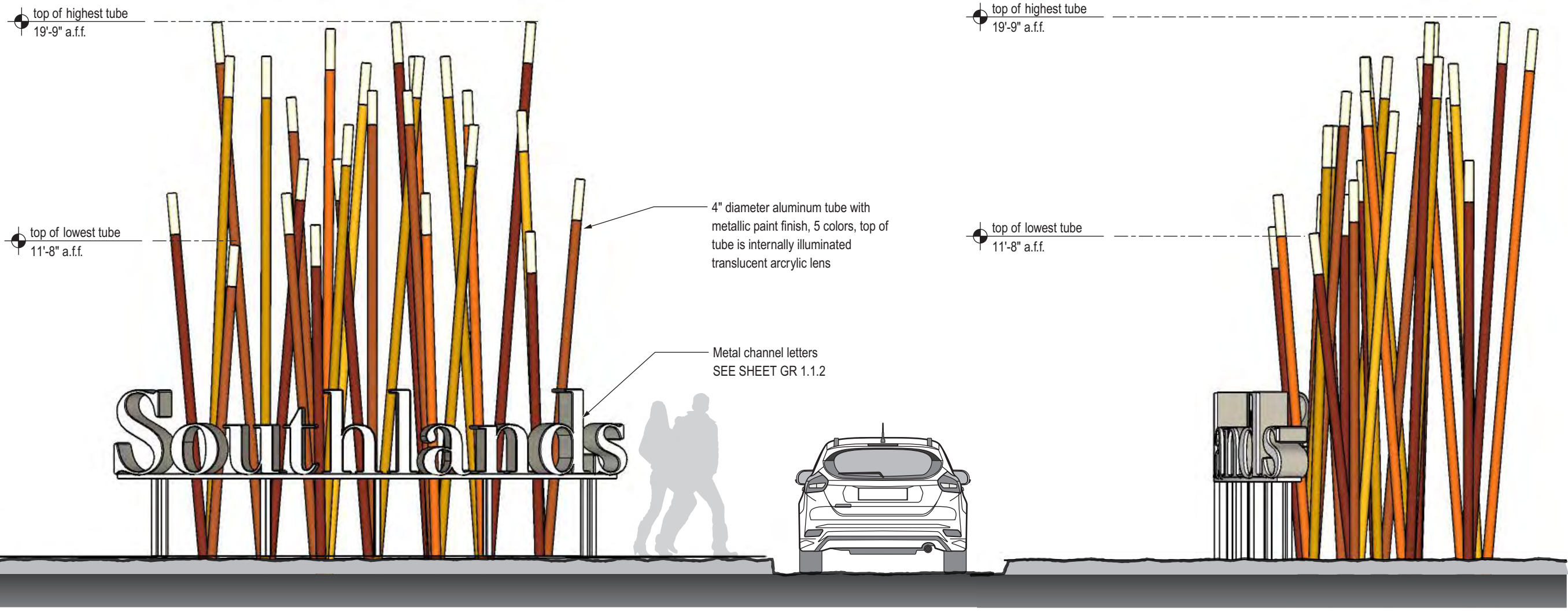
POLE QUANTITIES

QTY	POLE HEIGHT ABOVE GRADE
3	12'-6"
3	13'-6"
4	14'-9"
3	16'-6"
4	17'-6"
6	18'-6"
4	20'-0"

27 TOTAL

PROGRESS DRAWING
This drawing is not intended to be used for
contract pricing or fabrication purposes.
All content is subject to change

1 PLAN
Scale: 1/4" = 1'-0"



2 Elevation
Scale: 1/4" = 1'-0"

3 Side Elevation
Scale: 1/4" = 1'-0"

BOULDER:
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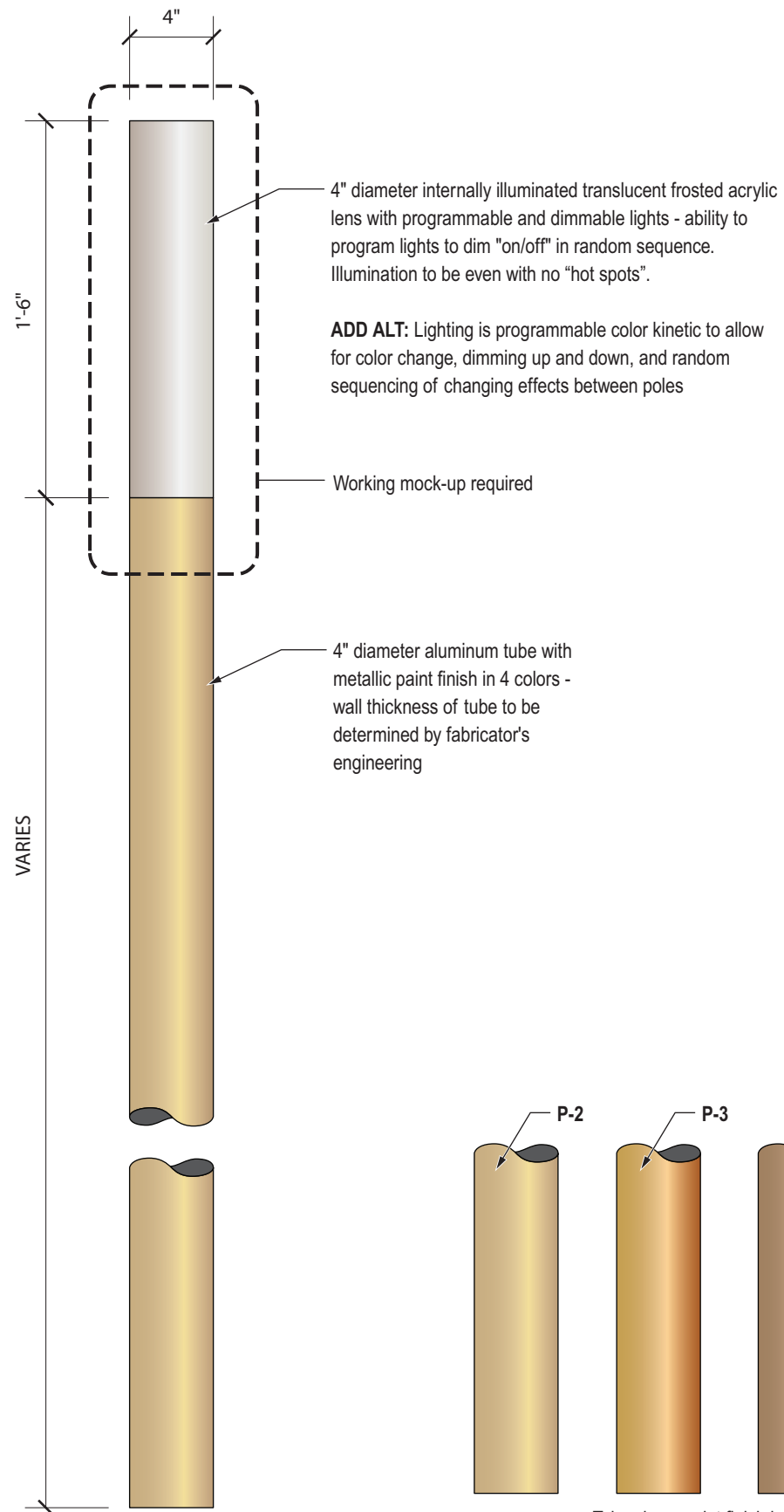
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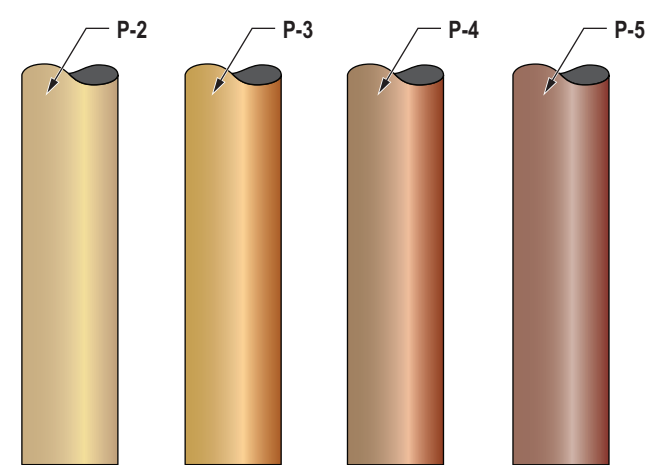
REVISIONS:

**Main Street
Feature Icon
DETAILS**

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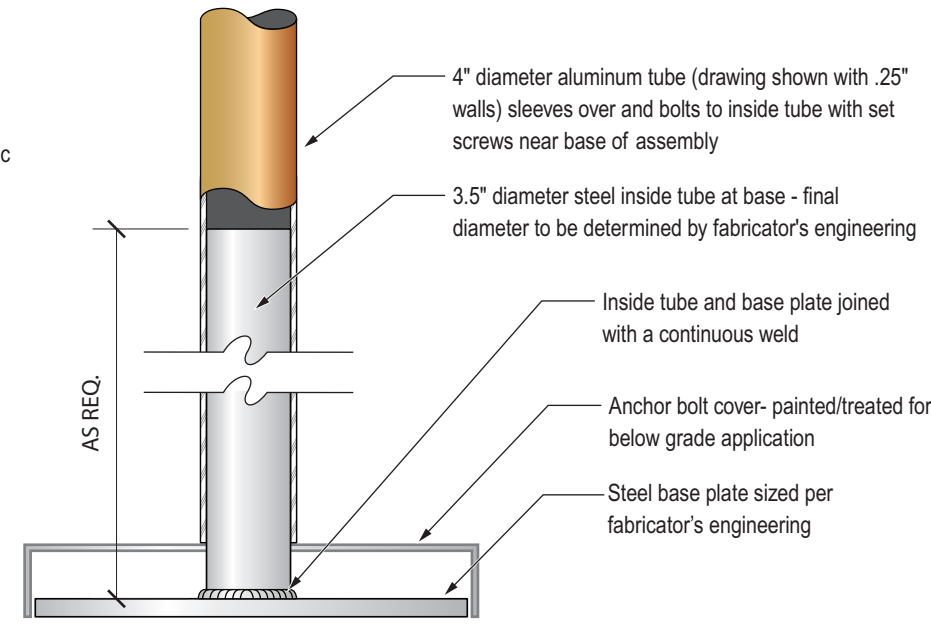


1 Poles - Typical
Scale: 1 1/2" = 1'-0"

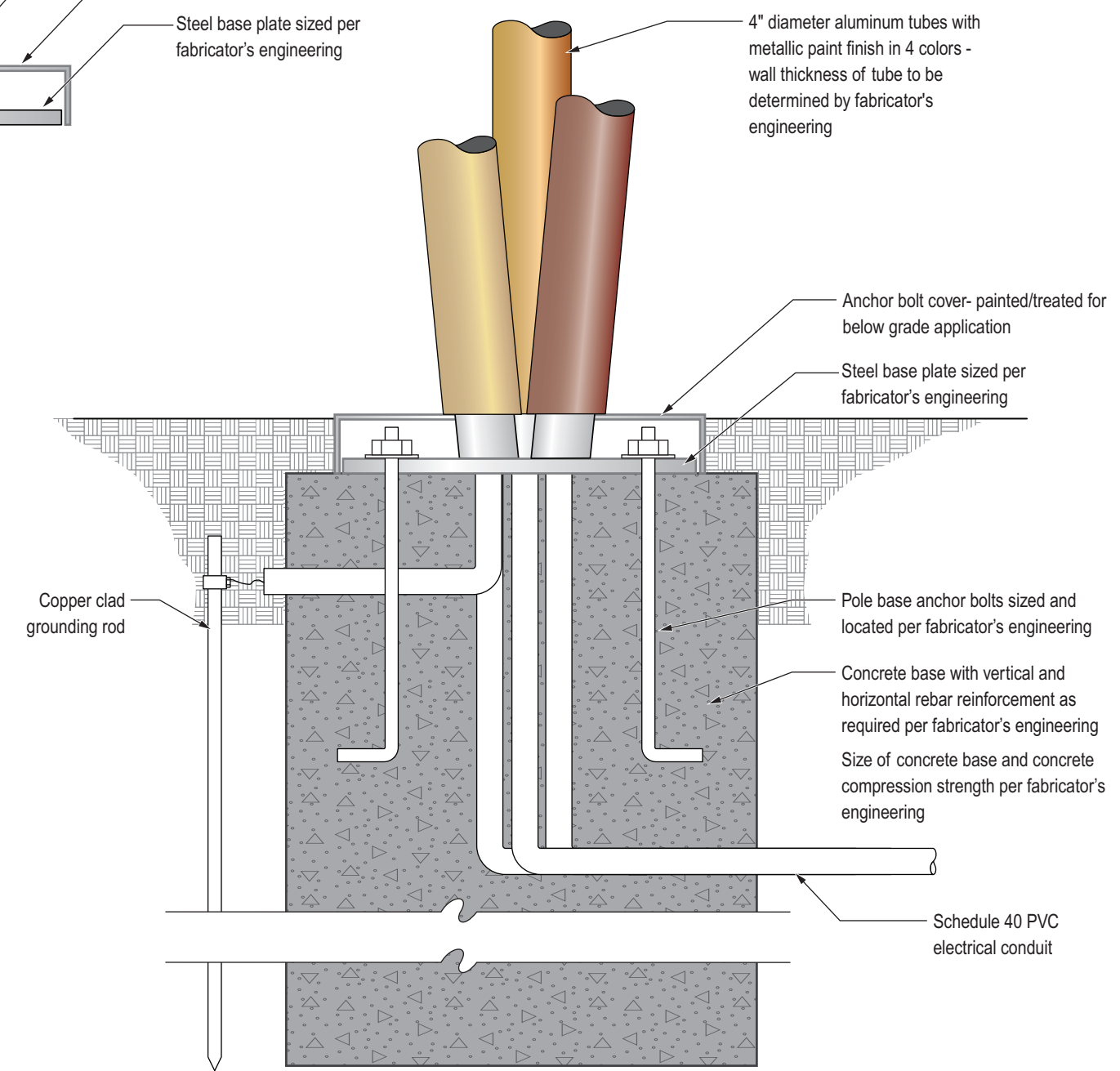


2 Pole Colors
Scale: 1 1/2" = 1'-0"

Tubes have paint finish in 4 colors - percentages of each color TBD



3 Pole Base Detail
Scale: 1 1/2" = 1'-0"



4 Pole Base Detail
Scale: 1 1/2" = 1'-0"



October 7, 2020

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

Re: **Proposal for Traffic Engineering Services –**
Southlands Parkway/Main Street Intersection – Southlands Mall in Aurora, Colorado

Dear Ms. Finn:

Thank you for the correspondence to assist you in providing traffic engineering services for potential lane assignment changes at the Southlands Parkway/Main Street intersection within the Southland Mall street network. As you are aware, I've corresponded with the City of Aurora to understand what analyses should be included in these efforts and they are included below. In summary, data will be recorded and an evaluation will be conducted to understand whether or not the existing southeastbound through/right lane on Southlands Parkway can be converted to an exclusive right turn lane. Following is more detail on the tasks to complete this effort.

Data Collection

Traffic Levels – Traffic volume levels will be recorded at both the Southlands Parkway and Smoky Hill Road intersections along Main Street during the weekday PM peak hour and on a Saturday. Weekday PM peak hour data will be recorded from 4:00pm to 6:00pm on a typical weekday. We request that the Southlands Metropolitan District advise us on when it is believed that the peak hours of activity are on a Saturday. I suspect that the peak hour is sometime between 11:00am and 3:00pm, but I could be wrong. If you can verify the timeframe, we can narrow the window of recording to reduce the traffic counting fees, but if not, we'll want to record during a longer time period so that the true peak hour can be identified. Our fee estimate includes three hours of data collection on a Saturday.

Traffic Count Adjustments – Due to the influence of COVID-19, current traffic data will likely not represent "normal" traffic levels. As such, we will use the information recorded at the Smoky Hill Road/Main Street intersection to compare to traffic counts from 2018 that the City of Aurora provided and adjustments will be made to the Southlands Parkway/Main Street traffic data to reflect "normal" conditions.

Intersection Characteristics – We will visit the project intersection to confirm intersection geometry and traffic signal hardware.

Traffic Signal Timing Data – You have provided your traffic signal maintenance contractor contact information. I will obtain existing signal timing data from them for use in these analyses.

Project Analyses

Project work tasks will be conducted in two basic realms:

- I. Lane Assignment Comparison** – Using the recorded traffic volume data, intersection geometric characteristics, and signal timing data, we will use the traffic signal operational methodologies of the *Highway Capacity Manual (HCM)* by FHWA to evaluate the operational changes related to the potential lane assignment revision. These analyses will result in average vehicle delay and Levels of Service and will be used for operational comparisons to support the lane assignment recommendation.

2. Intersection Improvements – If the lane assignment comparison supports the proposed changes, FHU will prepare a design plan on aerial photography that will identify the physical and operational changes that are required. These elements will relate to:

- Roadway pavement revisions – changes in pavement marking arrows for example,
- Traffic Signing – changes to lane assignment signs, and
- Traffic Signal Infrastructure – signal head revisions or additions

Deliverables

Project deliverables will be a report that summarizes the operational analysis comparison of existing conditions and the proposed lane assignment change, along with an aerial photograph with the proposed revisions to existing infrastructure.

Fee

We propose to conduct this work on a time and materials basis. In such an agreement, we are compensated for our services at our standard hourly rates and direct expenses are reimbursed at 1.1 times cost. The following are our standard hourly billing rates for staff anticipated to work on this project:

Associate	\$210.00/hour
Engineer I	\$105.00/hour
Graphics Designer	\$135.00/hour
Administrative	\$115.00/hour

At these rates, we estimate that the above scope of work can be completed for \$6,000 of which \$1,100 is for traffic counting. We will not exceed this amount without your prior approval. This proposal does not include any in-person meetings with City of Aurora staff or others. All project coordination is anticipated to occur via virtual meetings, email, or phone correspondence. This fee includes addressing one round of reasonable City review comments and providing written responses.

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

Thank you again for allowing us to offer our services.

Respectfully,

FELSBURG HOLT & ULLEVIG

**SOUTHLANDS METROPOLITAN
DISTRICT NO. 1**



Richard R. Follmer, PE, PTOE
Associate

Accepted By

Title

Date

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

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

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

B. RESPONSIBILITIES OF THE CLIENT

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

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

C. EXTRA WORK

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

D. TIME OF BEGINNING AND COMPLETION

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

E. PAYMENT

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

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

F. DELAYS

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

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

G. OWNERSHIP OF DOCUMENTS

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

H. INSURANCE

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

I. TERMINATION

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

J. DISPUTES

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

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

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

K. GOVERNING LAW

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

L. SUCCESSORS AND ASSIGNS

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

M. EXTENT OF AGREEMENT

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

N. NOTICES

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

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

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

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

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

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

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

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

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