

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

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

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

NOTICE OF SPECIAL MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expires:</u> |
|----------------------------|---------------------|----------------------|
| Martin Liles | President | 2022/May 2020 |
| Skye Bailey | Vice President | 2020/May 2020 |
| Michael Sandhoff | Treasurer | 2022/May 2022 |
| Joyce Rocha | Secretary | 2020/May 2020 |
| April Elliott | Assistant Secretary | 2022/May 2020 |

DATE: September 26, 2019
TIME: 11:00 a.m.
PLACE: Southlands Shopping Center
Management Office
6155 South Main Street, Suite 260
Aurora, Colorado 80016

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.
-

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

- C. _____

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. LEGAL MATTERS

- A. Discuss Revocable License Agreement for Directional/Wayfinding Signage (enclosure).
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-

- B. Discuss Authorization for Approval of Contracts and Payment of Claims/Procurement Policy (current policy – enclosed).

- C. Discuss Collections Policy.

IV. OPERATIONS AND MAINTENANCE

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

- 1. Repair work from snow removal service (Metco).

- 2. Parking stops.

- 3. Other.

- B. Review bids and award ICA for the 2019/2020 holiday lighting (enclosures).

- C. Review and approve Contract Addendum for Western Proscapes for a revised Fall Floral and Décor Program (to be distributed).

D. _____

VI. CAPITAL IMPROVEMENTS

A. Discuss status of the Design Plans of the Capital Improvement Project.

1. Discuss construction management services.

2. Discuss timing for phasing the work and bidding the projects.

3. Discuss public art requirements.

VII. OTHER MATTERS

A. _____

VIII. ADJOURNMENT **THE BUDGET WORKSHOP IS SCHEDULED FOR OCTOBER 22, 2019 at 9:00 A.M.**

REVOCABLE LICENSE AGREEMENT
(Southlands Directional/Wayfinding Signage)

This **REVOCABLE LICENSE AGREEMENT**, including any and all exhibits attached hereto (“**License Agreement**”) is made and entered into this ___ day of September, 2019 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, whose address is c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228 (the “**District**”). Southlands TC and the District may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized to provide certain public improvements, facilities and services to and for the use and benefit of its taxpayers, users, property owners and the public; and

WHEREAS, the District owns, operates and maintains certain directional and wayfinding signage located within the boundaries of the District, as more particularly described in **Exhibit A** and incorporated herein by this reference (the “**Signage**”); and

WHEREAS, the Signage is located on certain real property located in the City of Aurora, Arapahoe County, Colorado, owned by the District as more particularly described in **Exhibit B** and incorporated herein by this reference (the “**License Area**”); and

WHEREAS, the Parties desire to enter into this License Agreement to permit Southlands TC to access the License Area for the purpose of accessing, operating and maintaining the tenant names on the Signage (the “**Tenant Name Placards**”) for the benefit of the District’s taxpayers, users, property owners and the public (“**Licensee Activities**”); and

WHEREAS, the Parties have agreed to enter into this License Agreement to allow Southlands TC to perform the Licensee Activities, subject to the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and of the grants herein provided, Southlands TC and the District hereby agree as follows:

TERMS AND CONDITIONS

1. **LICENSE.** The District, as the owner of the License Area and Signage, grants to Southlands TC, its agents, employees, contractors, and permitted assigns, a revocable license and permit to occupy and use the License Area and Signage for the Licensee Activities, subject to all of the terms and conditions contained in this License Agreement (“**License**”). In performing the Licensee Activities, Southlands TC shall have the right to adopt and implement nondiscriminatory

policies and procedures governing the selection, location and order of Tenant Name Placards (the “**Policies and Procedures**”).

2. MAINTENANCE. The District, at its sole cost and expense, shall be responsible for the reasonable care and maintenance of the License Area and Signage. Southlands TC, at its sole cost and expense, shall be responsible for the purchase, installation, and replacement of all Tenant Name Placards located on the Signage, and maintain such Tenant Name Placards in good condition, order and repair. In the event that Southlands TC is not, in the District’s reasonable opinion, adequately performing its maintenance and other responsibilities with respect to the Tenant Name Placards, the District may, at its option, after first giving written notice and a reasonable opportunity to cure, which shall not be less than a 10 day period, enter the License Area to perform necessary maintenance or other related work at Southlands TC’s sole cost and expense.

3. ALTERATIONS OR ADDITIONS AND RESTORATION. Southlands TC covenants and agrees not to make or permit to be made any alterations in, additions to, or use of the License Area or Signage beyond the contemplated use described in this License Agreement, without the prior written consent of the District. Upon the completion of any work on the License Area, Southlands TC shall restore the property to its original condition and repair any damage resulting from such entry to the reasonable satisfaction of the District. If restoration is not completed by Southlands TC within the time specified by the District, the District, at its election, may perform such restoration at Southlands TC’s expense.

4. RULES AND REGULATIONS. The District may, at any time, institute, amend, revise and/or restate rules and regulations governing the use of the License Area or the Signage. At all times while this License Agreement remains in effect, the District shall reasonably ensure that Southlands TC has notice of any then current rules and regulations governing the use of the License Area and Signage. Southlands TC shall comply with all current rules and regulations governing the use of the License Area and Signage.

5. LICENSE FEE. As consideration for the grant of the rights to Southlands TC under this License Agreement for the term hereof, Southlands TC agrees to pay the District an annual fee of _____ thousand and NO/100 Dollars (\$ __,000.00), which shall be paid in advance each year by October 1 for the forthcoming calendar year (the “**License Fee**”). Any fees paid to Southlands TC pursuant to its Policies and Procedures are the property of Southlands TC.

6. RESERVATION OF RIGHTS. In granting this License, the District reserves the right to make full use of the License Area and the Signage as may be necessary or convenient, and the District retains all rights to operate, maintain, install, repair, remove or relocate any of the Signage at any time and in such a manner as it deems necessary or convenient.

7. AUTOMATIC RENEWAL & TERMINATION. The term of this License Agreement shall run through midnight, December 31, 2019, and thereafter shall automatically renew annually for an additional 1 year term. Both Southlands TC and the District shall have a right to terminate this License Agreement for cause or convenience upon giving not less than thirty (30) days written notice thereof.

8. COMPLIANCE WITH LAWS. Southlands TC shall at all times comply with all

applicable federal, state, and local requirements, regulations, ordinances and laws, and Southlands TC shall be solely responsible for any fines, fees or costs levied or imposed by any federal, state or local jurisdiction related to the Licensee Activities.

9. PROPERTY TAKEN "AS IS". Southlands TC understands and agrees that the License Area and Signage is licensed "as is", and is assuming responsibility for any loss, injury, death or damage to Southlands TC, its representatives, agents, employees, contractors and others acting on its behalf that may result from any and all defects, be they obvious or hidden, that said property may contain.

10. SAVE HARMLESS AND INDEMNITY. Southlands TC agrees to save harmless, defend, protect and indemnify the District from and against any and all losses, damages, claims, liabilities, suits, judgments, costs and reasonable attorneys' fees incurred by the District to the extent that any of the same arise from or in connection with this License Agreement or the Licensee Activities.

11. ANNUAL APPROPRIATION. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this License Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. Southlands TC expressly understands and agrees that the District's obligations under this License Agreement shall extend only to monies appropriated for the purposes of this License Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this License 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 License Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this License Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this License Agreement.

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

13. INSURANCE. Southlands TC shall obtain and maintain in full force and effect during the term of this License Agreement, at its sole cost and expense, general liability insurance in the amount of not less than \$1,000,000 per occurrence. The District shall be included as an additional insured at all times during the term of this License Agreement and proof of insurance must be provided to the District by way of a certificate of insurance upon execution of this License.

14. NOTICES. Any notices or other communications required or permitted by this

License Agreement or by law to be served on, given to, or delivered to either Party hereto, by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, three (3) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the other Party at the address noted, or such address as is subsequently endorsed in writing.

To Southlands TC: Southlands TC LLC
 c/o M&J Wilkow
 Attn: Martin Liles
 6155 S. Main Street, Suite 260
 Aurora, Colorado 80016
 mliles@wilkow.com

To District: Southlands Metropolitan District No. 1
 c/o Special District Management Services, Inc.
 Attn: Ann Finn, Manager
 141 Union Boulevard, Suite 150
 Lakewood, CO 80228
 afinn@sdmsi.com

With a copy to: Southlands Metropolitan District No. 1
 c/o White Bear Ankele Tanaka & Waldron
 Attn: Clint C. Waldron, Esq.
 2154 E. Commons Ave., Suite 2000
 Centennial, Colorado 80122
 cwaldron@wbapc.com

15. ASSIGNMENT. Neither this License Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any improper attempt of assignment shall be deemed void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

16. AMENDMENTS. This License Agreement may only be modified, amended or changed, in whole or in part, by way of a written agreement, executed by each Party with the same formalities as this License Agreement.

17. GOVERNING LAW AND VENUE. This License Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this License Agreement or for the enforcement of this License Agreement shall be in the appropriate court for Arapahoe County, Colorado.

18. INTEGRATION. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth in this

License Agreement, and no oral representation, promise, or consideration different from the terms of this Agreement shall be binding on either Party, or its agents or employees, hereto.

19. NEGOTIATED PROVISIONS. This License Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this License Agreement and has had the opportunity to have their legal counsel review and comment on the License Agreement.

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

[Signature page follows]

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

CONCERNING AUTHORIZATION FOR APPROVAL OF CONTRACTS
AND PAYMENT OF CLAIMS

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

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

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

WHEREAS, in order to implement the services, programs, and facilities of the District in a safe, timely, efficient, and effective manner, it may be necessary for certain contracts, change orders, work orders and other agreements (collectively, "Contracts") to be entered into, and invoices, pay applications and other claims (collectively, "Invoices") to be paid, between regular and special meetings of the Board; and

WHEREAS, the Board desires to establish procedures by which certain Contracts may be executed and by which payments of Invoices may be made; and

WHEREAS, the Board desires to authorize the Authorized Directors, the District Manager, and Committee Chair (as such are defined below) to review, approve, award, execute, and enter into Contracts affecting the affairs of the District, and make payment of Invoices due and owing by the District, in accordance with the provisions of this Resolution.

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

1. General.

a. *Purpose.* All purchasing and contracting is to be accomplished in the best interests of the District using the prudent person's standard of care. Purchasing or

contracting shall be performed so as to secure for the District the greatest value considering cost, quality, delivery, service and other considerations which reflect overall value comparisons.

b. *Full and open competition.* Full and open competition shall be encouraged.

c. *Subdivision prohibited.* No contract or purchase shall be subdivided to avoid the requirements of this resolution.

d. *Payments.* Payments to vendors or contractors shall be expedited whenever possible in order to realize discounts and enhance the District's reputation as a responsible customer.

2. Authority to Make Awards and Enter into Contracts. The Board hereby authorizes the following persons to review, approve, award, execute, and enter into Contracts affecting the affairs of the District, in the amounts authorized to be approved by such persons as set forth in Exhibit A, attached hereto and incorporated herein by this reference, and subject to compliance with the provisions of this Resolution, including compliance with all procedural requirements as set forth in Exhibit A:

a. The “*Authorized Directors*” consisting of the president of the District and one additional director of the District;

b. The “*District Manager*,” being the person engaged by the District to manage the District; and

c. The “*Committee Chair*,” being the chair of any committee established and created by the District. The Committee Chair is only authorized to review, approve, execute and enter into Contracts and approve Invoices within the purview of such Committee Chair’s area of responsibility.

3. Requirements prior to Award or Execution of Contract. Prior to awarding or entering into a Contract pursuant to this resolution, the person authorized to award and approve such Contract shall confirm and verify:

a. the Contract has been reviewed and approved by general counsel to the District; the District’s accountant, District Manager and/or engineer, as appropriate;

b. any payment required to be made under such Contract does not exceed the amounts appropriated under the line item for the category of expense set forth in the District’s approved budgets (e.g. landscaping or accounting), to which the Contract reasonably relates, (*every purchase*

order or contract is subject to the appropriation of necessary funds by the District Board on an annual basis, notwithstanding automatic renewal clauses or any other provisions extending the purchase or contract beyond the calendar year in which it is executed);

c. (iii) the amount of the Contract does not exceed the amounts authorized to be approved as set forth in **Exhibit A**; and

d. (iv) the compliance with all procedural requirements as set forth in **Exhibit A**.

4. **Emergency Purchases.** In an apparent emergency which requires immediate purchase of supplies, services, or award of a construction contract, change order or amendment, regardless of cost, the Board President, District Manager or Committee Chair is authorized to procure such emergency needs as expeditiously as possible considering cost and other factors. The circumstances necessitating immediate action shall be fully documented in the District manager's report to the Board, except where the immediate action does not require expenditure in excess of \$500.00.

5. **Payments of Invoices.** The Board hereby authorizes payment of Invoices related to Contracts as follows, so long as: (i) the Contract has been approved in accordance with this Resolution or by the Board in a regular or special meeting of the District; and (ii) such payment does not result in exceeding the Contract amount, inclusive of any validly approved change orders:

a. *Invoices for less than \$5,000.00.* For Invoices less than \$5,000.00, the Invoices shall be approved and authorized by the Authorized Directors or Committee Chair.

b. *Invoices for \$5,000.00 and over.* For Invoices over \$5,000.00, the Invoice shall be approved and authorized by the Authorized Directors.

6. **Appropriation Required.** Prior to executing any Contract or making payment of any Invoice, the person authorized to award and approve such Contract or Invoice shall verify with the District's accountant that sufficient funds are available within the District's accounts and are budgeted appropriately to pay such sums. All Contracts approved pursuant to this Resolution are subject to appropriation and budget requirements in accordance with Colorado law.

7. **Prohibitions.** Notwithstanding any authorization in this Resolution to the contrary, directors of the District and employees of the District shall not:

a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects or supervises in the course of his official duties;

b. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent;

c. Accept goods or services for his or her own personal benefit offered by a person who is at the same time providing goods or services to the local government for which the official or employee serves, under a contract or other means by which the person receives payment or other compensation from the local government, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the official or employee does not receive any substantial benefit resulting from his or her official or governmental status that is unavailable to members of the public generally; or

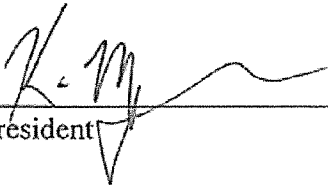
d. Be interested in any contract made by them in their official capacity, as set forth in Section 24-18-201, C.R.S, as may be amended from time to time.

8. Term. This Resolution shall be effective immediately, supersede any previously adopted Resolution of the District Concerning Authorization for Approval of Contracts and Payment of Claims, and shall remain in full force and effect until such time as it is repealed by the Board.

[Signature page follows.]

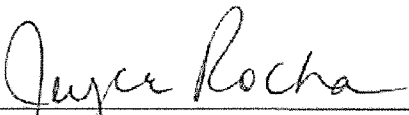
APPROVED AND ADOPTED THIS 11th DAY OF September, 2018.

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



President

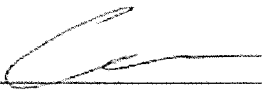
ATTEST:



Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

Signature page to Resolution Concerning Authorization for Approval of Contracts and Payment of Claims.

EXHIBIT A

General Contract Approval Amounts and Procedure

| Estimated Cost of Item (Goods or Services) | Purchasing Method to Use | Position with Approval Authority |
|--|--|--|
| \$1,000.00 or Less | <p align="center">Informal Purchases <i>Written quotes are not required</i></p> | <p align="center">District Manager or any Director</p> |
| \$1,001.00 - \$4,999 | <p align="center">Informal Purchases <i>Minimum of 1 written quote</i></p> | <p align="center">Authorized Directors or Committee Chair District Manager notifies Board of expenditure approval</p> |
| \$5,000 - \$9,999 | <p align="center">* Informal Bids <i>Written specifications and a minimum of 2 written quotes required; contract or contract addendum required</i></p> | <p align="center">Authorized Directors or Committee Chair District Manager notifies Board of expenditure approval</p> |
| \$10,000 and over | <p align="center">*Formal Competitive Bids/Proposals <i>Written specifications and a minimum of 3 formal written quotes required; contract required</i></p> | <p align="center">Board of Directors</p> |

*** Requirement for three bids does not apply to landscape maintenance work orders approved under a master Landscape Maintenance Contract.**

Notes:

All bids/quotes/proposals may be public information and may be released to the public following bid award. The District may determine to not release trade secrets or other confidential commercial, financial or personal information.

1. Retain all written bids/quotes/proposals as required by retention schedule.
2. Any payments to be made under a bid/quote/proposal may not exceed amounts appropriated as set forth in the District's approved budgets.
3. A signed copy of any written bid/quote/proposal must be submitted to the District Manager and General Counsel.

DTM, Inc.
P.O. Box 2989
Parker, CO 80134

Phone: (303) 841-7960
Email: Mike@DeckTheMall.com

Proposal

Proposal Date: 8/6/2019
Proposal #: 19-0099
Terms: 50% DUE

Bill To:

Southlands Town Center
c/o Special District Mgmt. Services, Inc.
141 Union Blvd. Ste. 150
Lakewood, CO 80228

Service Address:

southlands town center
6155 Main St
Aurora, CO 80016

| Date Accepted | Accepted By | Deposit Paid | Install Date | Take Down Date |
|---------------|-------------|--------------|--------------|----------------|
|---------------|-------------|--------------|--------------|----------------|

| Description | Qty | Rate | Total |
|---|-----|--------|----------|
| SOUTHLANDS TOWN CENTER XMAS DECOR | | | |
| Trunk wrap with red led mini lights, canopy wrap with warm white led mini lights at all entrance road locations, power from light poles along roads | | | |
| *** INSTALLER NOTE: Heavy wrap all trees in the canopy to give a heavy covered random light look*** | | | |
| MAIN STREET ENTRANCE (between Smoky Hill Road and Southlands Parkway (PF CHANGS)) | | | |
| Exterior Installation & Take Down of led mini lights on 23 small trees along both sides of Main Street, trunk wrap and canopy wrap | 23 | 120.00 | 2,760.00 |
| Exterior Installation & Take Down of led mini lights on 5 large trees along both sides of Main Street, trunk wrap and canopy wrap | 5 | 135.00 | 675.00 |
| SOUTHLANDS PARKWAY ENTRANCE (between Aurora Parkway and Central St. (Mister Car Wash / TJ Max)) | | | |
| Exterior Installation & Take Down of led mini lights on 47 large trees along both sides of Southlands Parkway, trunk wrap and canopy wrap | 47 | 135.00 | 6,345.00 |
| EAST COMMONS ENTRANCE (between Aurora Parkway and Central Street (Sams Club)) | | | |
| Exterior Installation & Take Down of led mini lights on 54 small trees along both sides of East Commons, trunk wrap and canopy wrap | 54 | 120.00 | 6,480.00 |
| Exterior Installation & Take Down of led mini lights on 6 small trees along South side of East Commons just West of Central Street (behind Chipotle ATT) , trunk wrap and canopy wrap | 6 | 120.00 | 720.00 |
| ORCHARD ROAD ENTRANCE (between Aurora Parkway and Central Street (Paint Cellar / Walmart)) | | | |

PLEASE NOTE: All Accepted Proposals Require A 50% Advance Deposit To Add Your Install To Our Holiday Schedule. Thank You.

Total Proposal

Accepted Signature & Date

Pricing Includes: Installation and Takedown of Holiday Decorations, Prompt Service for Issues that Arise As A Result of Installation and Malfunctioning of Holiday Decorations. All Material is Guaranteed to Be as Specified in the Accepted Proposal and the Work to Be Performed As Specified and Completed in A Workman Like Manner. Thank You.

NOTE: Invoices are billed at 100%. All Deposits Received Will Be Applied to Same. All Remaining Balances Will Be Invoiced Upon Completion of Installation.

All greenery materials are fire retardant artificial garland. Wreaths are backed with foam padding to protect facia. All lights are UI rated and all building electrical connections are out door rated.

DTM, Inc.

P.O. Box 2989
Parker, CO 80134

Phone: (303) 841-7960

Email: Mike@DeckTheMall.com

Proposal

Proposal Date: 8/6/2019
Proposal #: 19-0099
Terms 50% DUE

Bill To:

Southlands Town Center
c/o Special District Mgmt. Services, Inc.
141 Union Blvd. Ste. 150
Lakewood, CO 80228

Service Address:

southlands town center
6155 Main St
Aurora, CO 80016

| Date Accepted | Accepted By | Deposit Paid | Install Date | Take Down Date |
|---------------|-------------|--------------|--------------|----------------|
|---------------|-------------|--------------|--------------|----------------|

| Description | Qty | Rate | Total |
|---|-----|--------|-----------|
| Exterior Installation & Take Down of led mini lights on 24 small trees along both sides of Orchard Road, trunk wrap and canopy wrap | 24 | 120.00 | 2,880.00 |
| Trunk wrap with red led mini lights, canopy wrap with warm white led mini lights at following locations, power from outlets near trees (189 trees) MAIN STREET - both sides from Southlands Parkway to Plaza Ave SOUTHLANDS PARKWAY - north side of road only at Main Street, 7 trees total, where power available EAST STATE AVE - both sides of road along buildings, either side of Main Street where power available EAST COMMONS AVE - both sides of road along buildings, either side of Main Street where power available EAST TOWN CENTER - both sides of road along buildings, either side of Main Street where power available EAST PLAZA AVE. - both sides of road along buildings, either side of Main Street where power available | | | |
| INSTALLER NOTE: 22 of the large trees down Main Street at intersections and at the ends of East State Ave and East Commons Ave, also near the fire pit and the 5 trees at Southlands Pkwy and Main in center island to be trunk wrapped with red led mini lights and canopy wrapped heavy with warm white c7 lights, 24" spacing. (the 2 trees in center island behind monument sign will be wrapped as together as 1 tree) 1 tree per planter / area. if smaller trees are next to the large tree wrap the smaller trees with led mini lights on the trunk and canopy | | | |
| Installation & Take Down of LED MINI LIGHTS ON 64 SMALL DECIDUOUS TREES - CANOPY WRAP + TRUNK WRAP | 64 | 120.00 | 7,680.00 |
| Installation & Take Down of LED MINI LIGHTS on 125 LARGE DECIDUOUS TREES - CANOPY WRAP + TRUNK WRAP | 125 | 135.00 | 16,875.00 |

PLEASE NOTE: All Accepted Proposals Require A 50% Advance Deposit To Add Your Install To Our Holiday Schedule. Thank You.

Total Proposal

Accepted Signature & Date

Pricing Includes: Installation and Takedown of Holiday Decorations, Prompt Service for Issues that Arise As A Result of Installation and Malfunctioning of Holiday Decorations. All Material is Guaranteed to Be as Specified in the Accepted Proposal and the Work to Be Performed As Specified and Completed in A Workman Like Manner. Thank You.

NOTE: Invoices are billed at 100%. All Deposits Received Will Be Applied to Same. All Remaining Balances Will Be Invoiced Upon Completion of Installation.

All greenery materials are fire retardant artificial garland. Wreaths are backed with foam padding to protect facia. All lights are UI rated and all building electrical connections are out door rated.

DTM, Inc.
P.O. Box 2989
Parker, CO 80134

Phone: (303) 841-7960
Email: Mike@DeckTheMall.com

Proposal

Proposal Date: 8/6/2019
Proposal #: 19-0099
Terms: 50% DUE

Bill To:

Southlands Town Center
c/o Special District Mgmt. Services, Inc.
141 Union Blvd. Ste. 150
Lakewood, CO 80228

Service Address:

southlands town center
6155 Main St
Aurora, CO 80016

| Date Accepted | Accepted By | Deposit Paid | Install Date | Take Down Date |
|---------------|-------------|--------------|--------------|----------------|
|---------------|-------------|--------------|--------------|----------------|

| Description | Qty | Rate | Total |
|--|-----|----------|----------|
| OTHER LIGHTING | | | |
| Install and take down of warm white led washers ON 16 PINE TREES. install warm white led snowflakes to trees. Hang snowflakes in random pattern. (Trees are at the entrance off of Smoky Hill next to Chili's, PF Changs, and at the corner of Smoky Hill and Aurora Parkway behind the monument) | 16 | 180.00 | 2,880.00 |
| trunk wrap with red led mini lights, canopy wrap with warm white led c7 lights, 24" spacing, heavy canopy wrap to give random lighting look on the 5 HUGE TREES IN TOWN SQUARE | 5 | 1,000.00 | 5,000.00 |
| Exterior Installation & Take Down of Multi colored c7 LED MINI LIGHTS on "retired" Christmas tree | 1 | 700.00 | 700.00 |
| Equipment Rental | | 9,200.00 | 9,200.00 |
| *****Installation of holiday lighting to begin no earlier than October TBD, 2019 and must be completed by end of first week of November ?, 2018. ***** | | | |
| *****Removal of lighting to occur after January ?, 2020 after the National Western Stock Show***** lights to be repaired within 48 hours if damaged or not working. | | | |

PLEASE NOTE: All Accepted Proposals Require A 50% Advance Deposit To Add Your Install To Our Holiday Schedule. Thank You.

Total Proposal \$62,195.00

Accepted Signature & Date

Pricing Includes: Installation and Takedown of Holiday Decorations, Prompt Service for Issues that Arise As A Result of Installation and Malfunctioning of Holiday Decorations. All Material is Guaranteed to Be as Specified in the Accepted Proposal and the Work to Be Performed As Specified and Completed in A Workman Like Manner. Thank You.

NOTE: Invoices are billed at 100%. All Deposits Received Will Be Applied to Same. All Remaining Balances Will Be Invoiced Upon Completion of Installation.

All greenery materials are fire retardant artificial garland. Wreaths are backed with foam padding to protect facia. All lights are UI rated and all building electrical connections are out door rated.

DTM, Inc.

P.O. Box 2989
Parker, CO 80134

Phone: (303) 841-7960

Email: Mike@DeckTheMall.com

Proposal

Proposal Date: 8/6/2019

Proposal #: 19-0098

Terms: 50% DUE

Bill To:

Southlands Town Center
c/o Special District Mgmt. Services, Inc.
141 Union Blvd. Ste. 150
Lakewood, CO 80228

Service Address:

southlands town center
6155 Main St
Aurora, CO 80016

| Date Accepted | Accepted By | Deposit Paid | Install Date | Take Down Date |
|---------------|-------------|--------------|--------------|----------------|
|---------------|-------------|--------------|--------------|----------------|

| Description | Qty | Rate | Total |
|---|-----|----------|----------|
| SOUTHLANDS TOWN CENTER XMAS DECOR MAIN CHRISTMAS TREE | | | |
| MAIN TREE LIGHTING Exterior Installation & Take Down of 30' main tree on platform over fountain power in fountain. contact Skye Bailey 303-627-5407 for electrical tree lit with MULTI COLORED LED lights and lit with white led tree topper. Platform is stored on site. platform over fountain to be wrapped with either red or green carpet or fabric after tree is installed by Management. installers will wrap garland with red bows around platform after platform is wrapped. LIFT is included with Park lighting | 1 | 8,200.00 | 8,200.00 |

PLEASE NOTE: All Accepted Proposals Require A 50% Advance Deposit To Add Your Install To Our Holiday Schedule. Thank You.

Total Proposal \$8,200.00

Accepted Signature & Date

Pricing Includes: Installation and Takedown of Holiday Decorations, Prompt Service for Issues that Arise As A Result of Installation and Malfunctioning of Holiday Decorations. All Material is Guaranteed to Be as Specified in the Accepted Proposal and the Work to Be Performed As Specified and Completed in A Workman Like Manner. Thank You.

NOTE: Invoices are billed at 100%. All Deposits Received Will Be Applied to Same. All Remaining Balances Will Be Invoiced Upon Completion of Installation.

All greenery materials are fire retardant artificial garland. Wreaths are backed with foam padding to protect facia. All lights are UI rated and all building electrical connections are out door rated.

DTM, Inc.

P.O. Box 2989
 Parker, CO 80134

Phone: (303) 841-7960

Email: Mike@DeckTheMall.com

Proposal

Proposal Date: 8/6/2019

Proposal #: 19-0097

Terms 50% DUE

Bill To:

Southlands Town Center
 c/o Special District Mgmt. Services, Inc.
 141 Union Blvd. Ste. 150
 Lakewood, CO 80228

Service Address:

southlands town center
 6155 Main St
 Aurora, CO 80016

| Date Accepted | Accepted By | Deposit Paid | Install Date | Take Down Date | |
|--|-------------|--------------|--------------|----------------|----------|
| | | | | | |
| Description | | | Qty | Rate | Total |
| SOUTHLANDS TOWN CENTER XMAS DECOR SIGN DECORATIONS. | | | | | |
| Exterior Installation & Take Down of 6 sign toppers along E470 and 3 along South Aurora Parkway on the top flat surface of the 3 matching monuments along both locations. install cables, and tie down to ground with anchors. Power for sign toppers should be on signs and is management responsibility for conversion. Install and take down dates TBD. | | | 6 | 300.00 | 1,800.00 |
| Exterior Installation & Take Down of 3 LARGE sign toppers on the 3 large monuments. locations are | | | 3 | 600.00 | 1,800.00 |
| Smokey Hill and Main St. Smokey Hill and Aurora Parkway Aurora Parkway and E Orchard install cables, and tie down to ground with anchors. Power for sign toppers should be on signs and is management responsibility for conversion. Install and take down dates TBD. | | | | | |
| Exterior Holiday Installation and Takedown of (2) 36" wreaths with warm white led mini lights and red and white decorations on each side of monument on center island at Southlands Pkwy and Main Street | | | 2 | 125.00 | 250.00 |
| Equipment Rental - lift | | | | 1,000.00 | 1,000.00 |

PLEASE NOTE: All Accepted Proposals Require A 50% Advance Deposit To Add Your Install To Our Holiday Schedule. Thank You.

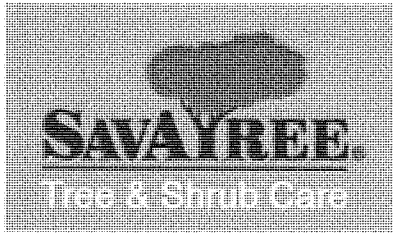
Total Proposal \$4,850.00

Accepted Signature & Date

Pricing Includes: Installation and Takedown of Holiday Decorations, Prompt Service for Issues that Arise As A Result of Installation and Malfunctioning of Holiday Decorations. All Material is Guaranteed to Be as Specified in the Accepted Proposal and the Work to Be Performed As Specified and Completed in A Workman Like Manner. Thank You.

NOTE: Invoices are billed at 100%. All Deposits Received Will Be Applied to Same. All Remaining Balances Will Be Invoiced Upon Completion of Installation.

All greenery materials are fire retardant artificial garland. Wreaths are backed with foam padding to protect facia. All lights are UI rated and all building electrical connections are out door rated.



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

Estimate # 354532 Prepared By Matthew Schovel

Branch Manager & ISA Certified Arborist
mschovel@savatree.com

Estimate for

Joyce Rocha Southlands

For Service At:

6155 S Main St, Aurora CO 80016

Account Key: 2094655

Recommendations

Decor

Canopy Wrap with Large LED Bulbs - Small Trees \$30,115.00

Service Details: All large trees along street and within Plaza. Proposal includes Spruce tree in NE corner of Plaza. Proposal includes trees designated on map along 3 entrances from Aurora Pkwy along Orchard Road, Commons Ave and Southlands Pkwy. Pine trees behind 3 Monuments are included. Areas are designated on map provided. SavATree is not responsible for the working condition of the outlets. Lighting will be plugged in at designated outlets in planting beds or on light poles. Warm White bulbs.

Canopy Wrap with Large LED Bulbs - Small Trees \$7,067.00

Service Details: Option: Additional trees along street on outside of plaza on east and west sides. Warm White bulbs.

Canopy Wrap with LED Mini Lights - Small Trees \$33,972.00

Service Details: All small trees along street and within Plaza. Proposal includes trees designated on map along 3 entrances from Aurora Pkwy along Orchard Road, Commons Ave and Southlands Pkwy. Areas are designated on map provided. SavATree is not responsible for the working condition of the outlets. Lighting will be plugged in at designated outlets in planting beds or on light poles. Warm White bulbs.

Trunk Wrap with LED Mini Lights - Small Trees \$14,706.00

Service Details: All trees along street and within Plaza. Proposal includes trees designated on map along 3 entrances from Aurora Pkwy along Orchard Road, Commons Ave and Southlands Pkwy. Areas are designated on map provided. SavATree is not responsible for the working condition of the outlets. Lighting will be plugged in at designated outlets in planting beds or on light poles. Red bulbs

Trunk Wrap with LED Mini Lights - Small Trees

\$1,072.00

Service Details: Option: Additional trees along street on outside of plaza on east and west sides. Red bulbs.

Wreath - 48 inch Warm White LED with bow 1st Story

\$2,784.00

Service Details: Monument signs at entry points. Locations are designated on map provided. Wreathes are lit and include large red bows.

| | | |
|--|----------------------------------|-------------|
| | General Tree Care | \$0 |
| | Recycling | \$0 |
| | Cabling & Bracing | \$0 |
| | Special Work / Special Equipment | \$0 |
| | Stump Grinding | \$0 |
| | Permit(s) | \$0 |
| | Plant Health Care | \$0 |
| | Lawn Care | \$0 |
| | Irrigation | \$0 |
| | Decor | \$89,716.00 |

This proposal has been provided to you on a confidential basis. We kindly request that neither this proposal nor any of its contents be reproduced or shared with any competitor without the prior written consent of SavATree.

Sales tax, if applicable, will be added to the amounts of this estimate per your local and state tax jurisdiction.

Note: Included in this program are 6 services for a total of \$89,716.00.

OUR UNCONDITIONAL GUARANTEE

Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right! Rev.5-21-2019 aso-pdf

Fully Licensed & Insured

Tree Care Industry Accredited



Testimonials

www.savatree.com

[VIEW FULL TERMS AND CONDITIONS](#)

SOUTHLANDS

Intersection of E-470 and Smoky Hill Road | Aurora, CO | 80016

274 total

