

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
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Website: <https://southlandsmd1.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

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

DATE: April 5, 2022
TIME: 9:30 a.m.
PLACE: Southlands 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 notice and designate 24-hour posting location.

C. Review and approve Minutes of the February 15, 2022 Special Meeting (enclosure).

D. Discuss status of the May 3, 2022 election.

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. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Cancel the April 19, 2022 Board meeting.
 - Ratify approval of Independent Contractor Agreement with Millard Mall Services, Inc. for Common Area Cleaning Services.
 - Ratify approval of Independent Contractor Agreement with Collins Engineering, Inc. for retaining wall inspections (enclosure).
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IV. FINANCIAL MATTERS

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

Fund	Period Ending Feb. 28, 2022	Period Ending March 31, 2022
General	\$ 187,528.69	\$ 52,432.88
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ 745.69	\$ 3,295.58
Total Claims	\$ 188,274.38	\$ 55,728.46

B. Review and accept unaudited financial statements for the period ending February 28, 2021 and accept Cash Position Schedule, dated February 28, 2022, updated March 29, 2022 and Operations Fee Report (enclosure).

C. Review and consider approval of Operations Fee Reconciliation (to be distributed).

D. Discuss and consider approval of First Amended and Restated Resolution Authorizing the Issuance of Debit Cards (enclosure).

1. Authorize issuance of debit card to _____.
-

V. LEGAL MATTERS

- A. Ratify approval of Independent Contractor Agreement between YESCO LLC and the District for the installation of the Cub Hub sign at The Hub (enclosure).
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1. Discuss timing and acceptance of the Cub Hub sign.

- B. Discuss the ownership and maintenance responsibilities for the (3) monuments along the E-470 Highway.
-

1. Review and consider approval of Partial Assignment of License Agreement.

- C. Discuss Rules and Regulations regarding signage.
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VI. OPERATIONS AND MAINTENANCE

- A. Discuss status of the 2022 Special Events Permit from M&J Wilkow.
-

- B. Discuss status of repair work by Service Street.
-

- C. Discuss status of dead tree investigation (enclosure).
-

- D. Discuss Tree Care Program and consider approval of an Independent Contractor Agreement for 2022 Tree Care Service (proposals - enclosed).
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- E. Discuss 2022 - 2025 property maintenance services.
-

1. Review bids (to be distributed).

2. Award Contract and approve Independent Contractor Agreement.

VII. CAPITAL IMPROVEMENTS

A. Discuss status of the Median Landscape Renovation Project.

1. Review bids (to be distributed).

2. Award Contract and Authorize Issuance of Notice of Award and Notice to Proceed.

3. Approve Contract for Construction of a Small Project.

B. Discuss status of modification of the drive lane on Southlands Parkway.

VIII. OTHER MATTERS

A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 21, 2021**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD FEBRUARY 15, 2022

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Tuesday, the 15th day of February, 2022, at 9:30 a.m. via Zoom Meeting. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Joyce Rocha
April Elliott

Also In Attendance Were:

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

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

Thuy Dam; CliftonLarsonAllen, LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Attorney Waldron reported that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

ADMINISTRATIVE MATTERS

Agenda: Ms. Finn noted she had distributed for the Board’s review and approval a proposed Agenda for the District’s Special Meeting.

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

RECORD OF PROCEEDINGS

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24 hours prior to each meeting on the District's website at: <https://southlandsmid1.colorado.gov> or if posting on the website is unavailable, notice will be posted at the entrance of the intersection of Orchard Road and South Aurora Parkway.

Minutes: The Board reviewed the Minutes of the November 16, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Minutes of the November 16, 2021 Special Meeting were approved, as presented.

PUBLIC COMMENTS There were no public comments at this time.

CONSENT AGENDA The Board considered the following actions:

- Ratify approval of Resolution Establishing Operation Fees for Vacant Lots.
- Ratify approval of License Agreement between the District, Southlands TC LLC and Southlands PC LLC for electric vehicle charging stations.
- Ratify approval of final payment to YESCO, LLC for the Main Street Monument Project.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items.

FINANCIAL MATTERS

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

Fund	Period Ending Nov. 30, 2021	Period Ending Dec. 31, 2021	Period Ending January 31, 2022
General	\$ 129,637.71	\$ 301,060.51	\$ 86,979.87
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 24,766.00	\$ 241.98	\$ 1,445.44
Total Claims	\$ 154,403.71	\$ 301,302.49	\$ 88,425.31

RECORD OF PROCEEDINGS

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

Financial Statements: Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending December 31, 2021, Schedule of Cash Position, updated as of February 8, 2022, and Operations Fee Report.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending December 31, 2021, Schedule of Cash Position, updated as of February 8, 2022, and Operations Fee Report.

Debit Cards: The Board entered into discussion regarding the debit cards and designated users.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board authorized the President Liles and Victor Lukins (M&J Wilkow) to use the debit card, in an amount not to exceed \$5,000. The Board further authorized Attorney Waldron to update the District's policy regarding the debit cards.

LEGAL MATTERS

Ownership and Maintenance Responsibilities for the Three (3) Monuments Along the E-470 Highway: The Board entered into discussion regarding the ownership and maintenance responsibilities for the three (3) monuments along the E-470 Highway. Following discussion, the Board authorized Attorney Waldron to work with the property owner on an assignment of maintenance responsibilities of the monuments to the District.

Rules and Regulations Regarding Signage: The Board entered into discussion regarding adopting Rules and Regulations regarding signage. Following discussion, the Board authorized Attorney Waldron to draft Rules and Regulations for the Boards consideration at the next meeting.

OPERATIONS AND MAINTENANCE

Special Events Permit from M&J Wilkow: Director Rocha noted that she is working on obtaining a Certificate of Insurance for the 2022 special use permit.

Retaining Wall Repair Work:

RECORD OF PROCEEDINGS

Proposal from Keesen Landscape Management, Inc. (“Keesen”) for the Service Street Retaining Wall Clean Up and Mulch: Ms. Finn reviewed an estimate from Keesen for repair work to the area behind Service Street caused by the retaining wall failure, in the amount of \$3,235. She further noted that Service Street requested the District pay them directly so they can perform the repair work and make additional improvements (i.e. install rock instead of mulch). Following discussion, the Board directed staff to contact Service Street regarding payment once the improvements have been completed, which improvements need to be completed by August 15, 2022.

Proposal from Collins Engineering Concerning Recommendations for Drainage Improvements: The Board reviewed a proposal from Collins Engineering concerning recommendations for drainage improvements. The Board authorized work for topographic survey and preparation of inspection report for an amount not to exceed \$10,000. The Board further determined to defer the mitigation work.

Tree Care Program: Ms. Finn reviewed proposals for 2022 Tree Care Services with the Board. Following discussion, the Board deferred action at this time.

Dead Tree Investigation: Ms. Finn reviewed with the Board the investigation results from Colorado State University concerning the cause of the dead thirty Pear trees and SavATree’s response to the investigation. Following discussion, the Board directed Ms. Finn to reach out to a third-party arborist to obtain a third opinion on the cause of dead of the Pear trees.

Pest Control Services: Ms. Finn noted the status on the pest control services. The Board authorized services to be provided on an as needed basis.

Installation and Maintenance of a Cub Hub Sign at The Hub: The Board entered into discussion regarding the installation and maintenance of the Cub Hub sign at The Hub. It was noted that M & J Wilkow Properties LLC agreed to pay for the fabrication of the sign and contribute the sign to the District.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the contribution and agreed to pay for the installation and maintenance of the Cub Hub sign. The Board further approved an Independent Contractor Agreement with YESCO, LLC for installation of the Cub Hub sign, in an amount not to exceed \$10,000. The Board further directed Ms. Finn to prepare a Letter of Acceptance for the Board’s consideration at the next Board meeting.

Stops Signs Along East Common Avenue between South Aurora Parkway and South Central Street: The Board entered into discussion regarding a request it received from a patron of the shopping center concerning the

RECORD OF PROCEEDINGS

installation stops signs along East Common Avenue between South Aurora Parkway and South Central Street. Following discussion, the Board deferred action on this matter.

2022 Detention Pond Maintenance: Attorney Waldron discussed with the Board requirements for detention pond maintenance. Following discussion, the Board authorized Ms. Finn to create a “best management practices” for annual inspections and maintenance of the detention ponds, in an amount not to exceed \$2,000.

Independent Contractor Agreement for 2022 Common Area Cleaning Services with Mallard Mall Services, Inc.: Director Liles reviewed with the Board a proposal for 2022 Common Area Cleaning Services with Mallard Mall Services, Inc.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved an Independent Contractor Agreement for 2022 Common Area Cleaning Services with Mallard Mall Services, Inc. for 3-years.

Independent Contractor Agreement for 2022 Property Maintenance Services: The Board entered into discussion regarding entering into an Independent Contractor Agreement for 2022 property maintenance services. Attorney Waldron noted property maintenance services would need to be publicly bid.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board authorized Ms. Finn to bid the 2022 property maintenance services.

CAPITAL IMPROVEMENTS

Median Landscape Renovation Project (“Project”): The Board reviewed a status report on the Median Landscape Renovation Project from Ms. Leanne Dominguez with The Architerra Group.

Schedule of Events: The Board entered into discussion regarding the Schedule of Events for the Project. Following discussion, the Board requested the bidding be moved up on the calendar and directed Ms. Finn to work with Ms. Dominguez and Attorney Waldron on bid documents and project manual.

Modification of the Drive Lane on Southlands Parkway: Ms. Finn noted the modification of the drive lane on Southlands Parkway work is scheduled to begin on February 15, 2022.

RECORD OF PROCEEDINGS

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the 21st day of March 2022 by and between **SOUTHLANDS METROPOLITAN DISTRICT**, hereinafter called "CLIENT," and **COLLINS ENGINEERS, INC.**, hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as **Southlands Mall – Retaining Wall Inspection, Aurora CO**, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

COLLINS ENGINEERS, INC. (COLLINS)
455 Sherman Street, Suite 160
Denver, CO 80203

SOUTHLANDS METROPOLITAN DISTRICT NO. 1 (CLIENT)
141 Union Boulevard, Suite 150
Lakewood, CO 80228

By

Bryant Walters – Division Manager/Vice President
Title

March 21, 2022
Date

By

Title

Date

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services.

ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

No Warranties

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services.

Client-Furnished Documents

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Costs

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

Construction Phase Services

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

Approval of Contractor's Applications for Payment

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS**Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

Copyrights and Patents

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Electronic files including images, video, and miscellaneous geospatial data collected may include information on the condition or configuration of assets. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS undertakes no responsibility to, and will not, analyze or review any information or data (including electronic files) with respect to condition, defects, or deficiencies. Data that is collected may be post processed into digital models, maps and other deliverables that may contain artifacts, noise, or geospatial discrepancies that may not reflect the exact condition, location or dimensions of the asset at the time of data collection. Except to the extent explicitly stated in this Agreement or the scope of work, COLLINS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY INFORMATION OR DATA SUPPLIED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; OR (B) representations as to the accuracy or the alternative use of these models for any purpose including, but not limited to, the work to be completed by collins in this agreement or the scope of work

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

ARTICLE 8 – INSURANCE

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

ARTICLE 10 - ALLOCATION OF RISK

Indemnification of CLIENT

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Indemnification of COLLINS

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

ARTICLE 11 – AGREED REMEDY

To the fullest extent permitted by law, the total liability, in aggregate of COLLINS and COLLINS' officers, directors, employees, agents, and consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to COLLINS' services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to strict negligence, strict liability, breach of contract or warranty, shall not exceed COLLINS' total fee received under this Agreement. The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS. **If CLIENT is unwilling or unable to agree to this remedy, we will negotiate this provision and its associated impact on our approach, scope of work, schedule, and fee, with CLIENT. You must notify COLLINS in writing before we commence our work or your intention to negotiate this provision and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that the agreed remedy stands as set forth above.**

Consequential Damages

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

ARTICLE 12 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Third Parties

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

Governing Law

The laws of the State of Illinois shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF SERVICES

COLLINS ENGINEERS INC.

March 21, 2022

Robert Graham
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

Re: Southlands Metropolitan District No. 1
Southlands Mall – Retaining Wall Inspection
Aurora, Colorado

Dear Robert,

We are pleased to submit our proposed Agreement for professional civil engineering services in connection with the retaining wall investigation project located adjacent to Smoky Hill Road between S. Main Street and S. Aurora Pkwy in Aurora, Colorado.

“Services” will include a topographic exhibit survey including independent underground utility location services and a retaining wall inspection and report in accordance with the Colorado Department of Transportation Retaining and Noise Wall Manual.

Following is a summary of scope of services that COLLINS ENGINEERS, INC. (COLLINS) anticipates performing:

I. SERVICES:

- A. TOPOGRAPHIC SURVEY EXHIBIT - COLLINS will contract with Flatirons Inc. to prepare a Topographic Exhibit with 1’ contours of the existing wall area located along Smoky Hill Road between S. Main Street and S. Aurora Pkwy at Southlands Mall. Flatirons will measure the topographic site features, locate visible evidence of utilities, walls (top, bottom, any depressions behind the walls), topo approximately 20’ in front of the walls into the parking lots, topo above the walls extending to 5’ past the curb and gutter in the road and utilities within the survey area and other major improvements. Additionally, Flatirons will provide some detailed topography of the sidewalk in areas to be marked by Collins. Vertical datum will be NAVD88. Boundary determination is not a part of the above-described scope of services, and it is understood that this is not a Land Survey Plat in accordance with CRS 38-51-102.
- B. RETAINING WALL INSPECTION AND REPORT - COLLINS will perform wall inspections, in accordance with the Colorado Department of Transportation Retaining and Noise Wall Manual. The area in question, located at the Southlands, supports E. Smoky Hill Rd. with a parking lot located below, is a tiered wall system which is constructed of (3) retaining walls. Collins Engineers will perform an element level inspection, provide an inspection report as well as repair recommendations for the (3) retaining wall structures

II. SERVICES NOT INCLUDED:

The following services are not included as part of this proposal. If requested, these services will be performed on an hourly, time and materials basis according to the Collins Engineers Rate Schedule.

- A. This proposal anticipates the fees necessary for the initial site investigations of the existing retaining walls.
- B. Drainage analysis and the development of construction/maintenance drawings to mitigated drainage effects to the existing walls is not included.
- C. Submittals of construction and/or permitting plans to local agencies is not included.
- D. Engineering services related to project scope changes beyond COLLINS' control.
- E. Services in connection with change in government requirements instituted after the date of this Agreement.
- F. Preparing documents for alternate bids or out-of-sequence services.
- G. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions.
- H. Services made necessary by contractor's default or by defects in the work of the contractor.
- I. Providing more representation and/or observation at the work site during construction (at the request of Owner, Contractor, or Architect), than listed under "Services."
- J. Providing services in connection with future facilities, systems or equipment, which are not intended to be constructed as part of this project.
- K. Design of any off-site improvements such as lane widening to adjacent streets or extending utility or drainage mains to the site.
- L. Detailed layout data for landscape features.
- M. Coordination of regulated utilities.
- N. Easements for public utilities.
- O. Record drawings and field survey for As-Builts.

III. COMPENSATION

A. "Services," upon which compensation is based, were determined from conversations with Robert Graham.

B. "Services" for the will be provided for a **lump sum** fee as follows:

- Topographic Survey: \$7,700
- Retaining Wall Inspection and Report: \$2,000

TOTAL FEES **\$9,700**

C. Services not included will be provided on an hourly basis following the Schedule of Rates and Charges listed below.

Classification	Rate / Hour
Principal (E6)	\$230.00
Senior Project Manager/Senior Project Engineer (E5)	\$210.00
Project Manager/Project Engineer (E4)	\$170.00
Engineer (E3)	\$150.00
Junior Engineer (E2)	\$135.00
Junior Engineer (E1)	\$105.00
Senior Engineering Technician, Designer (T3, D3)	\$140.00
Technician (T2, D2)	\$105.00
Junior Technician (T1, D1)	\$80.00
Clerical	\$85.00

These rates are subject to change at the beginning of each year.

D. If COLLINS is required to provide services under this Agreement beyond December 31, 2022, compensation will be increased 5% per six month period beyond that date.

E. Other consultant or professional services provided by others but furnished by COLLINS under this Agreement at a multiple of 1.1 times amount billed to COLLINS.

This Agreement, together with the "COLLINS Terms and Conditions" and any other Attachments and Exhibits hereto and made a part hereof, represents the entire Agreement and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendment shall be by written instrument only, signed by all parties.

If this Agreement is satisfactory, please sign below and return one copy to COLLINS as authorization to proceed. If you have any questions regarding this proposal, please feel free to contact Bryant Walters at 303-447-0090.

EXHIBIT B
COMPENSATION

CLIENT agrees to compensate COLLINS as follows:

LUMP SUM

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$9,700.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.

**Southlands Metropolitan District No. 1
February-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	12298984	1/27/2022	2/26/2022	\$ 4,908.80	Security	117806
Brody Chemical	INV08192	2/1/2022	3/3/2022	\$ 2,372.29	Repairs and maintenance	117582
Brody Chemical	INV08133	1/31/2022	3/2/2022	\$ 104.99	Repairs and maintenance	117582
Brody Chemical	INV08344	2/4/2022	3/6/2022	\$ 4,815.29	Repairs and maintenance	117582
City of Aurora	151230 1/22	2/10/2022	3/2/2022	\$ 18.20	Utilities	117701
City of Aurora	150518 1/22	2/10/2022	3/2/2022	\$ 18.20	Utilities	117701
City of Aurora	152426 1/22	2/10/2022	3/2/2022	\$ 39.37	Utilities	117701
City of Aurora	146396 1/22	2/10/2022	3/2/2022	\$ 70.16	Utilities	117701
City of Aurora	146452 1/22	2/10/2022	3/2/2022	\$ 39.37	Utilities	117701
City of Aurora	151226 1/22	2/10/2022	3/2/2022	\$ 18.20	Utilities	117701
City of Aurora	146368 1/22	2/10/2022	3/2/2022	\$ 39.37	Utilities	117701
City of Aurora	151228 1/22	2/10/2022	3/2/2022	\$ 18.20	Utilities	117701
City of Aurora	142090 1/22	2/10/2022	3/2/2022	\$ 39.37	Utilities	117701
CliftonLarsonAllen LLP	3123469	12/31/2021	12/31/2021	\$ 4,855.63	Accounting	107000
Common Area Maintenance Services	M02012442	2/1/2022	2/1/2022	\$ 1,092.00	Street sweeping	117808
Consolidated Divisions Inc.	2003197	1/31/2022	3/2/2022	\$ 357.00	Snow removal	117807
Consolidated Divisions Inc.	2002641	12/31/2021	1/30/2022	\$ 15,532.30	Snow removal	117807
Consolidated Divisions Inc.	2003196	1/31/2022	3/2/2022	\$ 19,072.20	Snow removal	117807
Consolidated Divisions Inc.	2003193	1/31/2022	3/2/2022	\$ 14,648.90	Snow removal	117807
Consolidated Divisions Inc.	2003195	1/31/2022	3/2/2022	\$ 3,061.80	Snow removal	117807
Consolidated Divisions Inc.	2003198	1/31/2022	3/2/2022	\$ 18,179.70	Snow removal	117807
Consolidated Divisions Inc.	2003199	1/31/2022	3/2/2022	\$ 25,530.40	Snow removal	117807
Diversified Underground, Inc	25180	1/31/2022	3/2/2022	\$ 75.00	Repairs and maintenance	117582
Full Spectrum Lighting, Inc	2112102	2/6/2022	2/6/2022	\$ 80.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	2111463	8/25/2021	8/25/2021	\$ 415.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	2112100	11/3/2021	2/18/2022	\$ 265.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	2112086	1/4/2022	1/4/2022	\$ 16,109.31	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	2112079	1/27/2022	1/27/2022	\$ 1,047.77	Street lighting/ striping	117855
Keesen Landscape Management, Inc.	177838	2/1/2022	3/3/2022	\$ 16,235.00	Landscape maintenance & irrigation repair	117585
M & J Wilkow Properties, LLC	26830	2/1/2022	3/3/2022	\$ 9,616.33	Property maintenance	117804
Millard Mall Services	81649	2/2/2022	3/4/2022	\$ 13,799.67	Monthly cleaning	117802
SavATree	9764814	1/14/2022	1/14/2022	\$ 995.00	Landscape maintenance & irrigation repair	117585
Special District Management Services, Inc.	PM 01/2022	1/31/2022	1/31/2022	\$ 3,032.07	Property management	117805
Special District Management Services, Inc.	DM 01/2022	1/31/2022	1/31/2022	\$ 418.00	Traffic signals maintenance	117809
Special District Management Services, Inc.	DM 01/2022	1/31/2022	1/31/2022	\$ 3,615.47	District management	107440
Utility Notification Center of Colorado	222011283-68330	1/31/2022	1/31/2022	\$ 6.50	Repairs and maintenance	117582
White, Bear & Ankele PC	20529	1/31/2022	1/31/2022	\$ 745.69	Medians	307863
White, Bear & Ankele PC	20529	1/31/2022	1/31/2022	\$ 3,075.28	Legal services	107460
Xcel Energy	768046986	2/15/2022	2/15/2022	\$ 3,911.55	Utilities	117701

\$188,274.38

Southlands Metropolitan District No. 1
February-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 183,316.70		\$ 745.69	\$ 184,062.39
Xcel - Auto Pay	\$ 3,911.55	\$ -	\$ -	\$ 3,911.55
Aurora Water - Auto Pay	\$ 300.44	\$ -	\$ -	\$ 300.44
Total Disbursements from Checking Acct	<u>\$ 187,528.69</u>	<u>\$ -</u>	<u>\$ 745.69</u>	<u>\$ 188,274.38</u>

**Southlands Metropolitan District No. 1
March-22**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	12399964	2/24/2022	3/26/2022	\$ 4,908.80	Security	117806
Aurora Media Group	102015	1/31/2022	2/15/2022	\$ 111.50	Repairs and maintenance	117582
Brody Chemical	INV08911	2/17/2022	3/19/2022	\$ 2,242.69	Repairs and maintenance	117582
Brody Chemical	INV09321	2/28/2022	3/30/2022	\$ 4,664.59	Repairs and maintenance	117582
Brody Chemical	INV09204	2/28/2022	3/30/2022	\$ 104.99	Repairs and maintenance	117582
City of Aurora	151228 2-22	3/14/2022	3/14/2022	\$ 18.20	Utilities	117701
City of Aurora	146452 2-22	3/14/2022	3/14/2022	\$ 39.37	Utilities	117701
City of Aurora	152426 2-22	3/14/2022	3/14/2022	\$ 39.37	Utilities	117701
City of Aurora	151230 2-22	3/14/2022	3/14/2022	\$ 18.20	Utilities	117701
City of Aurora	146396 2-22	3/14/2022	3/14/2022	\$ 70.16	Utilities	117701
City of Aurora	142090 2-22	3/14/2022	3/14/2022	\$ 39.37	Utilities	117701
City of Aurora	150518 2-22	3/14/2022	3/14/2022	\$ 18.20	Utilities	117701
City of Aurora	151226 2-22	3/14/2022	3/14/2022	\$ 18.20	Utilities	117701
City of Aurora	146368 2-22	3/14/2022	3/14/2022	\$ 39.37	Utilities	117701
CliftonLarsonAllen LLP	3145033	1/31/2022	1/31/2022	\$ 2,868.27	Accounting	107000
Common Area Maintenance Services	M03012454	3/1/2022	3/1/2022	\$ 1,092.00	Street sweeping	117808
Diversified Underground, Inc	25301	2/28/2022	3/30/2022	\$ 150.00	Repairs and maintenance	117582
Dodge Data & Analytics	A40038798	2/3/2022	2/3/2022	\$ 162.40	Repairs and maintenance	117582
Integrated Wall Solutions, LLC	2	1/31/2022	1/31/2022	\$ 7,223.80	Repairs and maintenance	117582
Millard Mall Services	81789	2/28/2022	3/30/2022	\$12,108.99	Monthly cleaning	117802
SavATree	9764815	2/25/2022	2/25/2022	\$ 995.00	Landscape maintenance & irrigation repair	117585
Special District Association	SDA- 2022	2/24/2022	2/24/2022	\$ 545.25	Dues and licenses	107350
Special District Management Services, Inc.	DM- 02/2022	2/28/2022	2/28/2022	\$ 361.00	Medians	307863
Special District Management Services, Inc.	DM- 02/2022	2/28/2022	2/28/2022	\$ 4,226.22	District management	107440
Special District Management Services, Inc.	PM 02/2022	2/28/2022	2/28/2022	\$ 3,000.00	Property management	117805
Utility Notification Center of Colorado	222021317	2/28/2022	2/28/2022	\$ 2.60	Repairs and maintenance	117582
White, Bear & Ankele PC	20816	2/28/2022	2/28/2022	\$ 892.26	Election expense	107581
White, Bear & Ankele PC	20816	2/28/2022	2/28/2022	\$ 2,934.58	Medians	307863
White, Bear & Ankele PC	20816	2/28/2022	2/28/2022	\$ 3,355.64	Legal services	107460
Xcel Energy	772002192	3/21/2022	3/21/2022	\$ 3,477.44	Utilities	117701

\$55,728.46

Southlands Metropolitan District No. 1
March-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 48,655.00		\$ 3,295.58	\$ 51,950.58
Xcel - Auto Pay	\$ 3,477.44	\$ -	\$ -	\$ 3,477.44
Aurora Water - Auto Pay	\$ 300.44	\$ -	\$ -	\$ 300.44
Total Disbursements from Checking Acct	<u>\$ 52,432.88</u>	<u>\$ -</u>	<u>\$ 3,295.58</u>	<u>\$ 55,728.46</u>

SOUTHLANDS METROPOLITAN DISTRICT NO.1

FINANCIAL STATEMENTS

FEBRUARY 28, 2022

SOUTHLANDS METROPOLITAN DISTRICT NO.1
BALANCE SHEET - GOVERNMENTAL FUNDS
FEBRUARY 28, 2022

	General	General Operations Fee	Debt Service	Capital Projects	Total
ASSETS					
Cash - Checking	\$ 32,076	\$ 346,193	\$ -	\$ 4,041	\$ 382,310
Colostrust	881,209	820,915	14,211	-	1,716,335
UMB Series 2017 A-1 Bond Fund	-	-	475,266	-	475,266
UMB Series 2017 A-2 Bond Fund	-	-	177,987	-	177,987
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,715	-	1,687,715
UMB Series 2017 A-2 Reserve Fund	-	-	149,758	-	149,758
General Operations Fee receivable	-	232,050	-	-	232,050
Receivable from County Treasurer	180,337	-	1,034,001	-	1,214,338
TOTAL ASSETS	<u>\$ 1,093,622</u>	<u>\$ 1,399,158</u>	<u>\$ 3,538,938</u>	<u>\$ 4,041</u>	<u>\$ 6,035,759</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 29,153	\$ 269,736	\$ -	\$ 4,041	\$ 302,930
Unearned General Operations Fee	-	1,577	-	-	1,577
Total Liabilities	<u>29,153</u>	<u>271,313</u>	<u>-</u>	<u>4,041</u>	<u>304,507</u>
FUND BALANCES					
Total Fund Balances	<u>1,064,469</u>	<u>1,127,845</u>	<u>3,538,938</u>	<u>-</u>	<u>5,731,252</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,093,622</u>	<u>\$ 1,399,158</u>	<u>\$ 3,538,938</u>	<u>\$ 4,041</u>	<u>\$ 6,035,759</u>

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

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2022**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 500	\$ 122	\$ (378)
Permits and fees	5,000	-	(5,000)
Property taxes	507,927	180,149	(327,778)
Specific ownership tax	35,555	5,402	(30,153)
TOTAL REVENUES	<u>548,982</u>	<u>185,673</u>	<u>(363,309)</u>
EXPENDITURES			
Accounting	57,000	7,220	49,780
Auditing	6,000	-	6,000
Billing services	13,000	1,367	11,633
Contingency	9,381	-	9,381
County Treasurer's fee	7,619	2,702	4,917
Directors' fees	4,000	300	3,700
District management	68,000	7,804	60,196
Dues and licenses	2,000	545	1,455
Election expense	3,000	930	2,070
Insurance and bonds	45,000	41,741	3,259
Legal services	50,000	6,431	43,569
Miscellaneous	5,000	23	4,977
Public Events	50,000	-	50,000
TOTAL EXPENDITURES	<u>320,000</u>	<u>69,063</u>	<u>250,937</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	228,982	116,610	(112,372)
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	(700,000)	(5,774)	694,226
TOTAL OTHER FINANCING SOURCES (USES)	<u>(700,000)</u>	<u>(5,774)</u>	<u>694,226</u>
NET CHANGE IN FUND BALANCES	(471,018)	110,836	581,854
FUND BALANCES - BEGINNING	<u>941,998</u>	<u>953,633</u>	<u>11,635</u>
FUND BALANCES - ENDING	<u>\$ 470,980</u>	<u>\$ 1,064,469</u>	<u>\$ 593,489</u>

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

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2022**

GENERAL OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
General operations fee	\$ 2,103,000	\$ 350,500	\$ (1,752,500)
General operations fee - penalty and other	2,000	3,635	1,635
General operations fee - vacant lots	25,000	-	(25,000)
Interest income	1,000	113	(887)
TOTAL REVENUES	<u>2,131,000</u>	<u>354,248</u>	<u>(1,776,752)</u>
EXPENDITURES			
Floral	190,000	-	190,000
Landscape maintenance & irrigation repair	250,000	31,624	218,376
Monthly cleaning	230,000	25,909	204,091
Mosquito control	115,000	-	115,000
Pest control	10,000	-	10,000
Property maintenance	120,000	19,233	100,767
Property management	40,000	6,032	33,968
Repairs and maintenance	380,000	14,813	365,187
Security	75,000	9,818	65,182
Signage	100,000	-	100,000
Snow removal	350,000	80,850	269,150
Street lighting/ striping	75,000	17,237	57,763
Street repairs/sidewalk	45,000	-	45,000
Street sweeping	15,000	2,997	12,003
Traffic signals maintenance	35,000	418	34,582
Utilities	180,000	8,627	171,373
TOTAL EXPENDITURES	<u>2,210,000</u>	<u>217,558</u>	<u>1,992,442</u>
NET CHANGE IN FUND BALANCES	(79,000)	136,690	215,690
FUND BALANCES - BEGINNING	<u>729,000</u>	<u>991,154</u>	<u>262,154</u>
FUND BALANCES - ENDING	<u>\$ 650,000</u>	<u>\$ 1,127,844</u>	<u>\$ 477,844</u>

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

SUPPLEMENTARY INFORMATION

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2022**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 700	\$ 42	\$ (658)
Property taxes	2,873,318	1,033,148	(1,840,170)
Specific ownership tax	201,132	30,560	(170,572)
TOTAL REVENUES	<u>3,075,150</u>	<u>1,063,750</u>	<u>(2,011,400)</u>
EXPENDITURES			
Bond interest - Series 2017 A-1	2,073,200	-	2,073,200
Bond interest - Series 2017 A-2	183,275	-	183,275
Bond principal - Series 2017 A-1	590,000	-	590,000
Bond principal - Series 2017 A-2	50,000	-	50,000
Contingency	9,425	-	9,425
County Treasurer's fee	43,100	15,497	27,603
Paying agent fees	6,000	-	6,000
TOTAL EXPENDITURES	<u>2,955,000</u>	<u>15,497</u>	<u>2,939,503</u>
NET CHANGE IN FUND BALANCES	120,150	1,048,253	928,103
FUND BALANCES - BEGINNING	<u>2,503,308</u>	<u>2,490,685</u>	<u>(12,623)</u>
FUND BALANCES - ENDING	<u>\$ 2,623,458</u>	<u>\$ 3,538,938</u>	<u>\$ 915,480</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Medians	400,000	5,774	394,226
Signage	300,000	-	300,000
TOTAL EXPENDITURES	<u>700,000</u>	<u>5,774</u>	<u>694,226</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(700,000)	(5,774)	694,226
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	700,000	5,774	(694,226)
TOTAL OTHER FINANCING SOURCES (USES)	<u>700,000</u>	<u>5,774</u>	<u>(694,226)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</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
2022 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
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

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

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

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

Specific Ownership Taxes

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

Interest Income

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

General Operations Fee

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

Expenditures

General and Administrative Expenditures

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

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures – (continued)

Operations and Maintenance

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

Debt Service

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

Debt and Leases

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

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

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

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

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
2022 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 2022, as defined under TABOR.

Debt Service Reserve

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

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

This information is an integral part of the accompanying budget.

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>\$ 42,780,000</u>	<u>\$ 37,089,800</u>	<u>\$ 79,869,800</u>

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

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>\$ 3,780,000</u>	<u>\$ 3,279,900</u>	<u>\$ 7,059,900</u>

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>\$ 46,560,000</u>	<u>\$ 40,369,700</u>	<u>\$ 86,929,700</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 # 1
Schedule of Cash Position
February 28, 2022
Updated as of March 29, 2022

	<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 02/28/22	\$ 32,075.70	\$ 346,193.03	\$ -	4,041.27	\$ 382,310.00
Subsequent activities:					
03/02/22 - Vouchers payable	-	(48,688.00)	-	-	(48,688.00)
03/03/22 - Aurora Water, EFT	-	(300.44)	-	-	(300.44)
03/09/22 - Xcel, EFT	-	(3,911.55)	-	-	(3,911.55)
03/11/22 - Vouchers payable	-	(9,090.00)	-	-	(9,090.00)
03/14/22 - Vouchers payable	(11,546.38)	(171,770.32)	-	(745.69)	(184,062.39)
03/25/22 - Deposit - AvidXchange	-	3,593.80	-	-	3,593.80
March GOF Deposit	-	337,394.19	-	-	337,394.19
Anticipated Aurora Water, EFT	-	(300.44)	-	-	(300.44)
Anticipated Xcel, EFT	-	(3,477.44)	-	-	(3,477.44)
Anticipated Vouchers payable	(11,887.64)	(36,767.36)	-	(3,295.58)	(51,950.58)
<i>Anticipated Balance</i>	<u>8,641.68</u>	<u>412,875.47</u>	<u>-</u>	<u>-</u>	<u>421,517.15</u>
<u>Colotrust</u>					
Balance as of 02/28/22	881,208.78	820,915.27	14,210.72	-	1,716,334.77
Subsequent activities:					
03/03/22 - Transfer to A-1 Bond Fund	-	-	(12,858.06)	-	(12,858.06)
03/03/22 - Transfer to A-2 Bond Fund	-	-	(1,352.66)	-	(1,352.66)
03/10/22 - Tax distribution	180,337.23	-	1,034,001.12	-	1,214,338.35
Anticipated Transfer to A-1 Bond Fund	-	-	(936,896.51)	-	(936,896.51)
Anticipated Transfer to A-2 Bond Fund	-	-	(97,104.61)	-	(97,104.61)
<i>Anticipated Balance</i>	<u>1,061,546.01</u>	<u>820,915.27</u>	<u>-</u>	<u>-</u>	<u>1,882,461.28</u>
<u>UMB - 2017 A-1 Bond Fund</u>					
Balance as of 02/28/22	-	-	475,265.79	-	475,265.79
Subsequent activities:					
03/03/22 - Transfer from CT	-	-	12,856.96	-	12,856.96
Anticipated Transfer from CT	-	-	936,896.51	-	936,896.51
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,425,019.26</u>	<u>-</u>	<u>1,425,019.26</u>
<u>UMB - 2017 A-1 Reserve Fund</u>					
Balance as of 02/28/22	-	-	1,687,715.33	-	1,687,715.33
Subsequent activities: None					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,687,715.33</u>	<u>-</u>	<u>1,687,715.33</u>
<u>UMB - 2017 A-2 Bond Fund</u>					
Balance as of 02/28/22	-	-	177,987.24	-	177,987.24
Subsequent activities:					
03/03/22 - Transfer from CT	-	-	1,352.66	-	1,352.66
Anticipated Transfer from CT	-	-	97,104.61	-	97,104.61
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>276,444.51</u>	<u>-</u>	<u>276,444.51</u>
<u>UMB - 2017 A-2 Reserve Fund</u>					
Balance as of 02/28/22	-	-	149,757.92	-	149,757.92
Subsequent activities: None					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,757.92</u>	<u>-</u>	<u>149,757.92</u>
<i>Anticipated Balances</i>	<u>\$ 1,070,187.69</u>	<u>\$ 1,233,790.74</u>	<u>\$ 3,538,937.02</u>	<u>\$ -</u>	<u>\$ 5,842,915.45</u>
<u>Current Yield - 02/28/22</u>					
Colotrust - 0.0981%					
UMB (Invested in Fidelity money market) - 0.01%					

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 #1
Property Tax Reconciliation Schedule
2022

	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	\$ -	\$ -	\$ 16,721.37	\$ -	\$ -	\$ -	\$ 16,721.37	0.00%	0.00%	\$ 21,527.98	0.02%	0.02%
February	1,213,296.93	-	19,240.87	-	(18,199.45)	-	1,214,338.35	35.88%	35.88%	291,082.63	8.51%	8.54%
March	-	-	-	-	-	-	-	0.00%	35.88%	1,201,116.53	36.42%	44.95%
April	-	-	-	-	-	-	-	0.00%	35.88%	393,640.78	11.59%	56.54%
May	-	-	-	-	-	-	-	0.00%	35.88%	882,800.50	26.75%	83.29%
June	-	-	-	-	-	-	-	0.00%	35.88%	519,683.51	15.46%	98.75%
July	-	-	-	-	-	-	-	0.00%	35.88%	21,871.57	0.05%	98.80%
August	-	-	-	-	-	-	-	0.00%	35.88%	39,830.50	0.64%	99.44%
September	-	-	-	-	-	-	-	0.00%	35.88%	22,882.71	0.07%	99.51%
October	-	-	-	-	-	-	-	0.00%	35.88%	18,758.58	0.02%	99.53%
November	-	-	-	-	-	-	-	0.00%	35.88%	19,220.97	0.02%	99.55%
December	-	-	-	-	-	-	-	0.00%	35.88%	19,161.66	0.02%	99.57%
	\$ 1,213,296.93	\$ -	\$ 35,962.24	\$ -	\$ (18,199.45)	\$ -	\$ 1,231,059.72	35.88%	35.88%	\$ 3,451,577.92	99.57%	99.57%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
Property Tax				
General Fund	\$ 507,927	15.48%	\$ 180,149.13	35.47%
Debt Service (2017 A-1)	2,500,561	76.19%	886,887.05	35.47%
Debt Service (2017 A-2)	273,499	8.33%	97,003.32	35.47%
Debt Only (2017 A-1)	99,258	100.00%	49,257.43	49.63%
	<u>\$ 3,381,245</u>		<u>\$ 1,213,296.93</u>	<u>35.88%</u>
Specific Ownership Tax				
General Fund	\$ 35,555	15.48%	\$ 5,402.21	15.20%
Debt Service (2017 A-1)	175,039	76.19%	26,595.46	15.20%
Debt Service (2017 A-2)	19,145	8.33%	2,908.88	15.20%
Debt Only (2017 A-1)	6,948	100.00%	1,055.69	15.20%
	<u>\$ 236,687</u>		<u>\$ 35,962.24</u>	<u>15.19%</u>
Treasurer's Fees				
General Fund	\$ (7,619)	15.48%	\$ (2,702.24)	35.50%
Debt Service (2017 A-1)	(37,508)	76.19%	(13,303.30)	35.50%
Debt Service (2017 A-2)	(4,102)	8.33%	(1,455.05)	35.50%
Debt Only (2017 A-1)	(1,490)	100.00%	(738.86)	49.60%
	<u>\$ (50,719)</u>		<u>\$ (18,199.45)</u>	<u>35.88%</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.

Billing Name	Sq. ft Percentage of Total	2022 Budgeted Monthly Billing	January	February	March	April	May	June	July	August	September	October	November	December
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	355,168 5.01%	\$ 8,786.27	8,786.27											
T-Mobile/ Cleaners/ AKAL Realty	54,060 0.76%	\$ 1,337.36												
Centura Health	87,445 1.23%	\$ 2,163.25	2,163.25											
Centura Health (Lot 4 - new)	44,612 0.63%	\$ 1,103.63	1,103.63											
Centura Health (Lot 5 - new)	39,868 0.56%	\$ 986.27	986.27											
Chil's	89,142 1.26%	\$ 2,205.23												
Discount Tire	38,465 0.54%	\$ 951.56	951.56		0.02									
Fitzsimons Credit Union	46,533 0.66%	\$ 1,151.15	1,151.15											
GMRI - Olive Garden/Darden	79,836 1.13%	\$ 1,975.01	1,975.01		1,577.07									
GMRI - Red Lobster/Darden	77,186 1.09%	\$ 1,909.45	1,909.45	1,646.83										
Good Times	54,758 0.77%	\$ 1,354.62	1,354.62	1,354.62										
HV-1	70,453 0.99%	\$ 1,742.89	1,742.89											
JC Penney	431,671 6.09%	\$ 10,678.83	10,678.83	10,678.83										
Jim N Nick's	68,453 0.97%	\$ 1,693.41	1,693.41	1,693.41	0.30									
Lazy Dog	24,096 0.34%	\$ 596.10	596.10	543.36										
Office Depot/ LEJ Properties	71,045 1.00%	\$ 1,757.54	1,757.54											
Jewelers/GNC/ Sprint/ LF-9	43,457 0.61%	\$ 1,075.05												
Mister Hot Shine	68,266 0.96%	\$ 1,688.79	1,688.79											
Mountain Del, LLC/ Colorado Del, LLC	58,738 0.83%	\$ 1,453.08	1,388.82											
NWSL Power Center, LLC/Southlands PC	1,358,624 19.18%	\$ 33,610.11	33,610.11											
NWSL Town Center, LLC/ Southlands TC	1,593,198 22.49%	\$ 39,413.09	39,413.09											
On The Border	85,900 1.21%	\$ 2,125.02	2,125.02											
Dental/Five Guys/ Pacific Aurora LLC	71,800 1.01%	\$ 1,776.21	1,776.21											
PF Changs	76,567 1.08%	\$ 1,894.14	1,894.14											
Marriott/Safari	142,112 2.01%	\$ 3,515.62												
Service Street Auto Repair/Spaco of CO	40,498 0.57%	\$ 1,001.85	1,001.85											
Village Inn	60,205 0.85%	\$ 1,489.37												
Vision Works/SLC	47,629 0.67%	\$ 1,178.26	1,178.26											
Wal-Mart	1,128,974 15.94%	\$ 27,928.96												
Wal-Mart/Sams Club	566,597 8.00%	\$ 14,016.67												
Wells Fargo	56,923 0.80%	\$ 1,408.18	1,408.18	1,283.64										
Wong 444, Inc./KFC/Harman	51,864 0.73%	\$ 1,283.03												
Monthly	7,084,143 100%	\$ 175,250.00	\$ 122,334.45	\$ 21,816.05	\$ 1,577.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year-to-Date			\$ 122,334.45	\$ 144,150.50	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89	\$ 145,727.89

AR - 111050	Unearned Revenue - 113141
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	8,786.27
T-Mobile/ Cleaners/ AKAL Realty	2,674.72
Centura Health	2,163.25
Centura Health (Lot 4 - new)	1,103.63
Centura Health (Lot 5 - new)	986.27
Chil's	4,410.46
Fitzsimons Credit Union	1,151.15
GMRI - Red Lobster/Darden	262.62
HV-1	1,742.89
Lazy Dog	52.74
Office Depot/ LEJ Properties	1,757.54
Jewelers/GNC/ Sprint/ LF-9	2,150.10
Mountain Del, LLC/ Colorado Del, LLC	1,517.34
NWSL Power Center, LLC/Southlands PC	33,610.11
NWSL Town Center, LLC/ Southlands TC	39,413.09
On The Border	2,125.02
Dental/Five Guys/ Pacific Aurora LLC	1,776.21
PF Changs	1,894.14
Marriott/Safari	7,031.24
Service Street Auto Repair/Spaco of CO	1,001.85
Village Inn	2,978.74
Vision Works/SLC	1,178.26
Wal-Mart	55,857.92
Wal-Mart/Sams Club	28,033.34
Wells Fargo	124.54
Wong 444, Inc./KFC/Harman	2,566.06
	\$ 206,349.50
	\$ 1,577.39
Rounding	-
GOF Revenue	350,500.00
2021 A/R	25,700.92
Total A/R	232,050.42

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.

**FIRST AMENDED AND RESTATED
RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
AUTHORIZING THE ISSUANCE OF DEBIT CARDS**

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

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

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is empowered to adopt, amend and enforce bylaws and rules and regulations not in conflict with the Colorado Constitution for the purpose of carrying on the business, objects and affairs of the Board and of the District; and

WHEREAS, the Board recognizes the use of debit cards is an economical business practice to improve cash management and increase efficiency for making payment for certain types of purchases; and

WHEREAS, on June 6, 2017, the Board adopted the Resolution of the Board of Directors of the Southlands Metropolitan District Authorizing the Issuance of Debt Cards (the “**Prior Resolution**”); and

WHEREAS, the Board desires to adopt this Resolution to amend and restate the Prior Resolution in its entirety.

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

1. AMENDED AND RESTATED RESOLUTION: The Board hereby amends and restates the Prior Resolution in its entirety with this First Amended and Restated Resolution of the Board of Directors of the Southlands Metropolitan District No. 1 Authorizing the Issuance of Debit Cards.
2. ADOPTION OF DEBIT CARD POLICY. The Board hereby adopts a policy for debit card usage in the performance of District business, as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Policy**”).
3. ISSUANCE OF DEBIT CARDS. Debit cards may be issued to those individuals approved by the Board as specified in the District’s meeting minutes.

[Remainder of Page Intentionally Left Blank]

APPROVED and ADOPTED this 5th day of April, 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

SOUTHLANDS METROPOLITAN DISTRICT NO. 1 DEBIT CARD POLICY (Adopted April 5, 2022)

1.0 General.

1.01 Purpose. The purpose of this policy is to provide debit cardholders of the Southlands Metropolitan District No. 1 with a flexible and efficient way to make certain purchases for and on behalf of the District. This Policy empowers the cardholder to acquire the necessary materials to conduct business and deliver services in a more convenient and expeditious manner. This Policy is designed to promote responsible, efficient, ethical, and legal utilization of the District's debit cards.

1.02 Authority. The authority to pay for goods or services for the District rests with the Board and may be carried out as set forth in this Policy, in accordance with applicable laws, rules, regulations and procedures relating to the expenditures of public funds.

1.03 Scope. This Policy applies to the use of all debit cards issued by or on behalf of the District to District directors, employees, consultants, or contractors.

2.0 Definitions

“*Board*” means the Board of Directors of the District.

“*District*” means the Southlands Metropolitan District No. 1.

“*District Accountant*” means the accountant retained and engaged by the Board to provide accounting services to the District.

“*District Manager*” means the management company retained and engaged by the Board to provide management services to the District.

“*Policy*” means this Southlands Metropolitan District No. 1 Debit Card Policy.

3.0 Distribution.

Debit cards may be issued as set forth in the First Amended and Restated Resolution of the Board of Directors Authorizing the Issuance of Debit Cards.

4.0 Authorization and Control.

4.01 Issuing Bank. 1stBank is the Board approved issuer of the debit cards.

4.02 Administration. The District Accountant or District Manager shall be responsible for the overall administration of the debit cards, including maintenance of records for all debit card requests, transactions, authorizations, limits, cardholder transfers, and balance information. The District Accountant is authorized to act as the liaison between the Issuing Bank and the individual cardholders.

4.03. Debit Cardholders. Prior to issuance of a debit card, each cardholder will receive a copy of this Policy and is required to sign the District's Debit Card User Acknowledgment attached hereto as **Exhibit A-1**, acknowledging the cardholder has read and understood the procedures and responsibilities associated with the debit card.

4.04 Monthly Documentation. No later than ten (10) days prior to the debit card payment due date each month, cardholders will provide detailed, itemized receipts or invoices for every purchase on the debit card to the District Manager. In the event the reconciliation of the account or the verification that items purchased were actually received show any discrepancies, the cardholder will cooperate fully and immediately in resolving the discrepancy.

4.05 Cancellation. The District reserves the right, in its sole discretion, to cancel a debit card at any time. Cardholders will receive notice of such cancellation.

5.0 Uses of Debit Cards:

5.01. Authorized Purchases. Cardholders are authorized to purchase goods or services that have been budgeted by the Board or are otherwise approved expenses at the time of or prior to the time of purchase. All purchases must be related to and in furtherance of the District's business. Cardholders shall take all action necessary to ensure that the purchases are tax exempt.

5.02 Types of Prohibited Charges. The following uses are unauthorized debit card purchases:

- A. *Personal Goods and Services;*
- B. *Cash Advances of any kind;*
- C. *Money Orders, Travelers Checks, Gift Cards, or the like;*
- D. *Alcohol; and*
- E. *Purchases made without prior approval.*

5.03 Debit Card Incentives Prohibited. Cardholders are prohibited from accepting any cash back, mileage points, or other incentives associated with the debit cards use.

5.04 Disputes. If the cardholder desires to dispute any purchase/transaction, such cardholder shall first contact the merchant to resolve the disputed purchase directly. If the dispute cannot be resolved, the cardholder shall advise the District Accountant and District Manager. Disputes shall be initiated by the cardholder within thirty (30) days of the bill date on which such disputed transaction first appeared.

6.0 Debit Limits

Debit limits are not to exceed Five Thousand dollars (\$5,000.00) per debit card, for an aggregate maximum limit of Ten Thousand dollars (\$10,000.00). The District has sole discretion over debit limit increases or decreases.

7.0 Debit Card Security

7.01 Possession and Security. Cardholders shall keep the debit card in a secure location and use the debit card only under safe and secure circumstances, including, but not limited to, use only on internet sites with Secure Sockets Layer (SSL) encryption.

7.02 Exclusive Use. Only the individual named as cardholder on the debit card is authorized to use that debit card. No other person is authorized to use the debit card. The cardholder is ultimately responsible for all purchases charged to their debit card.

7.03 Lost or Stolen Debit Cards. If a debit card is lost or stolen, the cardholder must immediately notify the District Accountant and District Manager so the debit card can be deactivated. The District, in its sole discretion, may authorize the issuance of a new debit card.

8.0 Enforcement

8.01 Audits. The District Accountant or District manager may perform periodic audits of debit card use for appropriateness and compliance with this Policy as the District Accountant or District Manager deems necessary. The District Accountant and District Manager shall immediately report any discrepancies to the Board and the cardholder.

8.02 Procedure When a Cardholder Incurs an Unauthorized Charge. If a cardholder charges an unauthorized purchase under this Policy on the debit card, the unauthorized purchase shall be paid by the cardholder directly to the Issuing Bank before the card billing is due and payable. In addition, the charge for any purchase without prior approval, documentation, and a detailed, itemized receipt will not be paid by District. Cardholders may be required to pay or reimburse the amount of said purchase(s).

8.03 Revocation. The District may revoke the debit card of any cardholder who fails to abide by this Policy. If a cardholder's debit card is revoked, the cardholder shall surrender the debit card and all card receipts to the District Accountant.

8.04 Termination. If a cardholder is separated or is no longer affiliated with the District, the cardholder shall surrender the debit card and all card receipts to the District Accountant upon such separation from the District. The District Accountant will destroy and timely deactivate the debit card upon receipt.

9.0 Payment

The District Accountant shall timely reconcile and pay the complete billing statement for each debit card. The District is responsible for debit card payments for authorized purchases and liability and such payments will not affect any cardholder's personal credit.

EXHIBIT A-1

DEBIT CARD USER ACKNOWLEDGEMENT

I, _____ (debit card user name) acknowledge that on _____ (date), I received a copy of the Southlands Metropolitan District No. 1 (the “**District**”) Debit Card Policy (the “**Policy**”), that I read the Policy, understand the Policy, and agree to comply with the Policy. I understand that the District has maximum discretion permitted by law to interpret, administer, change, modify, or delete the Policy at any time. I also understand that any delay or failure by the District to enforce the Policy will not constitute a waiver of the District’s right to do so in the future.

Dated this the ____ day of _____, 20__.

Signature: _____

Print Name: _____

INDEPENDENT CONTRACTOR AGREEMENT
(SIGN INSTALLATION SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 23th day of March, 2022, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and YESCO LLC, a Utah limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof; (ii) completion of the Services; or (iii) December 31, 2022.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. CONTRACTOR RULES OF BUSINESS AND CONDUCT. The Contractor agrees to perform the Services in accordance with the Contractor Rules of Business and Conduct attached hereto as **Exhibit E**.

9. CONTRACTOR RULES AND REGULATIONS. The Contractor agrees to perform the Services in accordance with the Rules and Regulations attached hereto as **Exhibit F**. All references within **Exhibit F** to “Owners” shall be understood to include the District.

10. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 29 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or

employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

12. EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with a worker without authorization and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any worker without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

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

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

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 12 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

13. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation only with respect to the work performed by Contractor and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. In the event, and to the extent that Owner suffers liability or damage because of Contractor's negligent or otherwise wrongful performance of the work, or because of Contractor's failure to meet its contractual obligations, Contractor's insurance will be primary. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory

workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

14. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

16. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 17, below.

17. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees only to the extent caused by the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 17 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 17. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

18. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

19. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under

this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 22 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

22. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 22 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:	Southlands Metropolitan District No. 1 c/o Special District Management Services, Inc. 141 Union Blvd., Suite 150 Lakewood, Colorado 80228 Attention: Ann Finn Phone: (303) 987-0835 Email: a finn@sdmsi.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000
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Centennial, CO 80122
Attention: Clint Waldron, Esq.
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: YESCO LLC
11220 East 53rd Ave., Suite 300
Denver CO 80239
Attention: Derrick Campbell
Phone: (303) 375-9933
Email: dcampbell@yesco.com

23. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

25. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. 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. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

28. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

29. 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 Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this 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 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 to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

30. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

31. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the

intention being that such portions are severable. 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.

33. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

34. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

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

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Sign Installation Services
with YESCO LLC, dated March 22, 2022*

CONTRACTOR:

YESCO LLC, a Utah limited liability company

Printed Name

Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as the _____ of YESCO LLC, a Utah limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Sign Installation Services with Southlands Metropolitan District No. 1, dated March 23, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



Agreement

For Work At

Southlands
6155 S Main St
Aurora CO 80016-5260
United States

Billing Address

Southlands Metro District No.1 c/o Special
District Management Services, Inc.
141 Union Blvd
Lakewood CO 80228-1814
United States

Account Executive

070108 Derrick Campbell
dcampbell@yesco.com
1458-7115
YESCO - Denver
11220 East 53rd Avenue
Suite 300
Denver CO 80239
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
02/09/2022	PRY-37708		Net 30	03/31/2022	\$3,750.00

Item	Amount
<p>Scope SCOPE: SIGN INSTALLATION CUB HUB Yesco to install the following new sign from design ART36523R8 (no sign fabrication included : #2 One each Sign 2 ; Cub Hub double faced gateway with faux wood painted columns.</p> <p>Includes: Mobilization and clean up.</p> <p>Exclusions: No permit related fees included. No engineering fees included. Pricing based on normal daytime working hours.</p> <p>Project Price: \$ 7500.00</p>	
<p>Install Custom Signage Non-Taxable Amount:</p>	\$7,500.00
<p>Terms Entitlement Services</p> <p>YESCO may be required to obtain engineering and permits to perform the scope of work listed above.</p> <p>Customer hereby acknowledges that the costs for permits are excluded from the price of this agreement. In addition, charges for procurement, design, engineering, and inspections required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to the customer at cost. All entitlement services will be invoiced separately from this agreement.</p>	
<p>Payment Terms Unless mutually agreed to in writing by both parties, YESCO's standard payment terms are 50% deposit due at time of contract signing with balance due 30 days after substantial completion.</p>	
	Subtotal \$7,500.00
	Tax Total (%) \$0.00
	Total \$7,500.00

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation, if applicable. You must pay all charges for electrical and data service, if required. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



Invoice

Bill To

Southlands Metro District No.1 c/o Special
District Management Services, Inc.
141 Union Blvd
Lakewood CO 80228-1814
United States

Ship To

Southlands
6155 S Main St
Aurora CO 80016-5260
United States

Remit To

YESCO - Denver
11220 East 53rd Avenue
Suite 300
Denver CO 80239
United States

Project Number / Invoice #	Terms	Account Executive
PRY-37708	DUE UPON ACCEPTANCE	070108 Derrick Campbell

Item	Amount
Down Payment Invoice for 50% (Prefunding)	\$3,750.00
Total	\$3,750.00

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

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

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

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

YESCO LLC

is an entity formed or registered under the law of Utah has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20071578421.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2022 that have been posted, and by documents delivered to this office electronically through 03/09/2022 @ 19:03:17.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/09/2022 @ 19:03:17 in accordance with applicable law. This certificate is assigned Confirmation Number 13855518.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

1. METRO DISTRICT HIRED CONTRACTORS AND THEIR SUB-CONTRACTORS, WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, MUST WORK ONLY ON METRO DISTRICT PROPERTY. IF ACCESS IS REQUIRED TO PROPERTY NOT OWNED BY THE DISTRICT THEN ACCESS MUST BE APPROVED BY THE APPROPRIATE MANAGEMENT COMPANY.
2. WHEN PERFORMING SERVICES ON BEHALF OF THE METRO DISTRICT, METRO DISTRICT HIRED CONTRACTORS MUST WEAR UNIFORMS THAT IDENTIFY THE COMPANY FOR WHOM THEY WORK.
3. ALL SERVICES PROVIDED BY METRO DISTRICT HIRED CONTRACTORS MUST BE PRECEDED BY EITHER AN APPROVED, SIGNED CONTRACT, OR AN APPROVED, SIGNED PURCHASE ORDER. EMAIL APPROVALS WILL BE ACCEPTED IN TIME SENSITIVE SITUATIONS.
4. NO EQUIPMENT OR SUPPLIES BELONGING TO METRO DISTRICT HIRED CONTRACTORS SHALL BE STORED IN OR PLACED ON OTHER THAN A PRE-APPROVED LOCATION. APPROVAL SHALL BE GIVEN BY THE METRO DISTRICT MANAGERS IN ADVANCE OF WORK COMMENCEMENT.
5. ALL METRO DISTRICT HIRED CONTRACTORS WILL, AT ALL TIMES WHEN PERFORMING SERVICES FOR THE METRO DISTRICT, CONDUCT THEMSELVES IN A PROFESSIONAL MANNER AND REFRAIN FROM THE FOLLOWING:
 - CONSUMPTION OF ALCOHOL ON THE PREMISES OR BE UNDER THE INFLUENCE OF ALCOHOL WHILE WORKING ON THE PREMISES.
 - CONSUMPTION OF CONTROLLED SUBSTANCES OR BEING UNDER THE INFLUENCE OF CONTROLLED SUBSTANCES WHILE WORKING ON THE PREMISES..
 - CARRYING FIREARMS WHILE ON ANY PORTION OF THE ENTIRE SOUTHLANDS SITE.
 - USING PROFANITY WHILE ON THE PREMISES.
 - COMMITTING ANY OTHER ACT THAT MAY BE DEEMED UNLAWFUL AND SUBJECT TO PROSECUTION PER STATE AND LOCAL STATUTES.
6. ALL METRO DISTRICT HIRED CONTRACTORS ARE PROHIBITED FROM SPEAKING WITH THE MEDIA ON ISSUES RELATING TO SOUTHLANDS. ALL MEDIA REQUESTS ARE TO BE REFERRED TO METRO DISTRICT MANAGEMENT.
7. METRO DISTRICT HIRED CONTRACTORS WHO ARE REQUESTED BY INDIVIDUAL TENANTS TO PERFORM SERVICES FOR SAID TENANTS MUST SIGN AN AGREEMENT WITH THE TENANTS IN ADVANCE OF PERFORMING ANY WORK. THE AGREEMENT MUST CLEARLY STATE THAT THE CONTRACTOR IS PROVIDING THE SERVICES INDEPENDENT OF ITS ASSOCIATION WITH THE METRO DISTRICT AND INDEPENDENT OF LANDLORD. PRIOR TO PERFORMING ANY WORK FOR TOWN CENTER OR VALUE RETAIL TENANTS, CONTRACTOR MUST HAVE A VALID CERTIFICATE OF INSURANCE ON FILE WITH THE LANDLORD.
8. ANY VIOLATIONS OF THE FOREGOING ARE SUBJECT TO IMMEDIATE NOTICE OF CONTRACT TERMINATION BETWEEN THE METRO DISTRICT AND THE METRO DISTRICT HIRED CONTRACTOR.

EXHIBIT F

CONTRACTOR RULES AND REGULATIONS

RULES AND REGULATIONS

Contractor agrees as follows:

- 1) All loading and unloading of goods shall be done at such times, in the areas, and through the entrances designed for such purposes by Owner.
- 2) The delivery or shipping of merchandise, supplies, equipment and fixtures to and from the area of Work shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the Shopping Center.
- 3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be disposed of in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Contractor shall use same at Contractor's cost. Contractor shall pay the cost of removal of any of Contractor's refuse or rubbish.
- 4) No radio or television or other similar device shall be installed without first obtaining, in each instance, Owner's consent in writing. No aerial shall be erected on the roof, exterior walls of the Shopping Center or on the grounds without, in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- 5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the area of Work without the prior written consent of Owner.
- 6) If the area of Work is equipped with heating facilities separate from those in the remainder of the Shopping Center, Contractor shall keep the area of Work at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- 7) The exterior areas immediately adjoining the area of Work shall be kept clean and free from dirt and rubbish by Contractor at the satisfaction of Owner, and Contractor shall not place or permit any obstructions, including but not limited to supplies, equipment and fixtures, in such areas.
- 8) Contractor and Contractor's employees shall park their cars only in those parking areas designated for that purpose by Owner. In the event that Contractor or it's employees fail to park their cars in designated parking areas as aforesaid, the Owner, at its option, shall charge Contractor _____ per day per car parked in any area other than those designated, as and for liquidated damage. Oversized trucks may park _____
No parking will be permitted in the loading zones at any time. Any vehicle found in violation of this policy is subject to being ticketed and/or towed at the owner's risk and expense.
- 9) The plumbing facilities shall not be used for any other purpose than for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from violation of this provision shall be paid by Contractor who shall, or whose employees, agents or invitees shall have caused it.
- 10) Contractor shall not burn any trash or garbage of any kind in or about the area of Work, the Shopping Center, or within one (1) mile of the outside property lines of the Shopping Center.
- 11) Contractor shall not make noises, cause disturbances, or create odors which may be offensive to other users or tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No handwritten signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early to the Shopping Center.
- 14) Contractor must furnish proper evidence of required insurance coverage.
- 15) Contractor at its sole cost and expense, shall obtain, prior to the commencement of Work all building or other permits required by law to perform Work (if applicable).
- 16) Any and all Work or services to be performed in the common areas of the Shopping Center must be authorized by Owner and must begin after 10:00pm and conclude before 10:00am or as further determined by Owner from time to time. No equipment or materials may be moved across the common area of the Shopping Center when the Shopping Center is open to the public, without the express written consent of Owner.

From: Patrick Atkinson <Patkinson@keesenlandscape.com>
Sent: Wednesday, March 30, 2022 1:16 PM
To: Ann Finn <afinn@sdmsi.com>
Subject: RE: SOMD No. 1 - Pear Trees

Good afternoon Ann,

We had a chance to take a look at the pear trees with our arborist and he said he would agree with the diagnosis in the fact that most likely the plants contracted the borers post planting. Apple borers do not regularly infect healthy established trees in Colorado. Young plants that are under stress from transplanting, environmental conditions, and maintenance practices can get the insect. They could be liable for the planting depth issue, and watering of new trees is always an issue no matter who plants them or who maintains them. So, it would seem that it was lack of maintenance as well as the deep planting that most likely caused the issues that CSU diagnosed as well.

Thanks,

*Patrick Atkinson
Account Manager
Keesen Landscape Management, Inc.
14156 E. Easter Ave, Centennial CO 80112
Cell: (720) 955-5213 | Office: (303) 761-0444 |
Email: Patkinson@keesenlandscape.com | Website: www.keesenlandscape.com*



This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return mail and destroy the message and any attachments received.



**Rocky Mountain
Tree Care, Inc.**

10575 W. 64th Avenue
Arvada, Colorado 80004
303-431-5885
303-456-6369 fax

November 30, 2021

Special District Management Services, Inc
Attn: Robert Graham
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**Over 20 years of
expert care & experience**

Re: Southlands Metro District #1

Tree Counts: 1104

Locust	148	Ash	295	Kentucky coffee	14
Linden	49	Maple	30	Pear	39
Pine	200	Hackberry	3	Crabapple	116
Oak	178	Golden rain	3	Catalpa	1
Sycamore	2	Spruce	1	Chokecherry	13
Hawthorn	12				

Plant Health Care

- Lilac ash borer – all ash (May) \$2100
- Ips beetle spray – all pines (April) \$1850
- Aphid, mite and Japanese beetle spray all trees and shrubs (3 applications \$3650 each, June/July/August) \$10950
- Deep roof feed – all trees with methylene urea, chelated micronutrients and mycorrhizae \$11000
- Deep root water – all trees with wetting agent (3 applications \$5500 each, fall and winter) \$16500

Plant Health Care Total \$42400

Pruning Recommendations

- Prune all pines, crabapples, pears and chokecherries in dormant season to deadwood, thin, shape, clear from sidewalks \$25000

Removal Recommendations

1. Remove dead locust \$50
 Grind stump \$50
 Replace with 2" honeylocust \$870
2. Remove dead maple \$50
 Grind stump \$50
 Replace with 2" Kentucky coffee tree \$960

3. Remove dead locust	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870
4. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" Kentucky coffee tree	\$960
5. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" Kentucky coffee tree	\$960
6. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870
7. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" Kentucky coffee tree	\$960
8. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870
9. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" Kentucky coffee tree	\$960
10. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870
11. Remove dead ash	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870
12. Remove dead pear	\$50
Grind stump	\$50
Replace with 2" Chanticleer pear	\$900
13. Remove dead pear	\$50
Grind stump	\$50
Replace with 2" Chanticleer pear	\$900
14. Remove dead pear	\$50
Grind stump	\$50
Replace with 2" Chanticleer pear	\$900
15-28. Remove 14 dead pears	\$700
Grind stumps	\$700
Replace with 14 Chanticleer pears	\$12600
29. Remove dead pear	\$50
Grind stump	\$50
Replace with 2" Chanticleer pear	\$900
30-42. Remove 13 dead pears	\$650
Grind stumps	\$650
Replace with 13 2" Chanticleer pears	\$11700
43. Remove dead locust	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870
44. Remove dead locust	\$50
Grind stump	\$50
Replace with 2" honeylocust	\$870

45. Remove dead crabapple	\$50
Grind stump	\$50
46. Remove dead pine	\$50
Grind stump	\$50
Replace with 8' ponderosa pine	\$1095
47. Remove dead pine	\$50
Grind stump	\$50
Replace with 8' ponderosa pine	\$1095
48. Remove dead crabapple	\$50
Grind stump	\$50
49. Remove dead crabapple	\$50
Grind stump	\$50
50. Remove dead pine	\$50
Grind stump	\$50
51. Remove dead maple	\$50
Grind stump	\$50
52. Remove dead crabapple	\$50
Grind stump	\$50
53-54. Remove 2 dead maples	\$100
Grind stumps	\$100
55-57. Remove 3 dead locust	\$150
Grind stumps	\$150
Replace with 3 2" honeylocust	\$2610
58-59 Remove 2 dead crabapples	\$100
Grind stumps	\$100

Tree Pruning, Removals, Stump Grinding and Planting Total \$75360

Note: All trees planted are guaranteed for one year

Please call if you have any questions.

Thank you,

Ryan Wessels
Rocky Mountain Tree Care, Inc
303.775.7337



15558 E Hinsdale Cr, Centennial CO 80112

SDMSI AK 4496819 Attn Robert Graham

2022 Tree care proposal

Plant health care recommendations

Treat 96 ash trees for lilac ash borer control = 845.00

Inject soil around all ash trees to control leaf curl aphids, apply at the high rate to also control Emerald ash borer = 1,780.00

Treat all spruce and ponderosa pines to control Ips engraver beetle = 550.00

Inspect all plant material and treat for foliar insect and mite control

Early season visit = 1,190.00

Mid-season visit = 1,190.00

Mid/late season visit = 1.190.00

Deep root fertilize with Kelp all established trees = 5,435.00

Inject soil with kelp around all newly planted trees = 910.00

Deep root water all trees = 6,115.00; November December

General tree care recommendations

Cut to low stumps 49 ash and 18 locusts = 5,670.00

Grind and clean stumps = 4,655.00

Tree planting recommendations

Plant the following trees

Twenty-five 1 3/4" diameter Imperial locust trees = \$19,875.00

Twenty-five 1 3/4" Kentucky coffee trees = 21,375.00

Seventeen 1 3/4' Texas red oaks = 15,045.00

Planting Total = \$56,295.00

We offer a 1 year warranty contingent on drip irrigation being brought to the trees. SAT to water these trees until the drip is installed and during the dormant period for the 1st year.

Price = 815.00 per occurrence

Respectfully submitted

David Entwistle, Certified arborist # RM-0445

Prepared By:

David Entwistle-Colorado Commercial District

ISA Certified Arborist

Phone: (303) 210-9926

Email: dentwistle@savatree.com

Authorization

I authorize the work described above and agree to the terms and conditions that follow.

Authorized By: _____ Date: _____

TERMS AND CONDITIONS

Thank you for choosing SavATree! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care and/or Lawn Care Datasheet ("Datasheet"), if applicable for your state, constitute your entire agreement with SavATree, LLC d/b/a SavATree, SavaLawn, Swingle Lawn, Tree and Landscape Care, Mountain High Tree Service, Thrive, 404-CUT-TREE, Mike's Tree Surgeons, Integrity Tree Service, DeerTech, Clear Cut Tree, Red Cedar Arborists and Landscapers, Greenhaven Tree Care, Pauley Tree and Lawn Care, Vine and Branch, Wasatch Arborists, Ping's Tree Service, Arbor Experts, Downey Trees, Jordan's Tree Moving and Maintenance, Treecology, Big Twigs Arboricultural Services, Kaiser Tree Preservation, Glynn Tree Experts, Branches Tree Experts, TREE-TECH, Preservation Tree Services and Giroud Tree and Lawn (collectively referred to as "SavATree") ("Agreement").

PERFORMANCE

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Each time we are on your property, an evaluation card will be left or emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services.

Work crews will arrive at the job site unannounced unless otherwise noted herein. The Datasheet provides approximate and alternate dates of our service. SavATree shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that SavATree will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, or weed, insect, mite and disease cycles) in which case you waive SavATree's performance on such a day. Absent extraordinary circumstances, you request that SavATree not further contact you concerning dates of application as such further contact would be a burden to you.

You understand that, in connection with rendering our services to you, SavATree may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. SavATree operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment.

You understand that certain work that SavATree will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold SavATree harmless for, and agree not to bring any claims against SavATree as a result of, any damage to nearby plants/shrubs/trees.

The following provision applies to New York and Minnesota clients only: The term of this Agreement shall be for twenty years from the date it is signed by you; however this Agreement may be terminated without penalty at any time by either party. Minnesota clients are required to cancel this Agreement upon sale of property serviced with this Agreement.

WORKMANSHIP

All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. As part of the Arbor Patrol Program, we may perform some minor deep root watering, minor fertilization and/or minor pruning of insect infested or diseased limbs. Any additional major work to be performed will be evaluated during a follow-up site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising SavATree regarding the location of underground utilities in the area where work is to be done. SavATree shall not be responsible for damage to such utilities, unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. No Warranties Except as expressly set forth in this agreement, no representations, warranties, or guarantees,

express or implied, are intended with regard to products used or services performed. Limit of Liability SavATree's total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from SavATree's services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of SavATree, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to SavATree hereunder. In no event will SavATree be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to SavATree in advance or could have reasonably been foreseen by SavATree.

INSURANCE

SavATree is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP

By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold SavATree harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENT

The total cost estimates within this Agreement are valid for 60 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. The following provision applies to New York clients only: By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of SavATree's services.

CONCEALED CONTINGENCIES

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Word of mouth is our best advertising. When you are satisfied with our services, please tell a friend. Each time you refer a new customer to us who meets with an arborist, we will send you a thank you gift.

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. 9-3-2021 aso-pdf



Southlands metro district planting bid.

Attn Ann Finn

afinn@sdmsi.com

Plant 35 2" diameter Cleveland select pear trees = 22,460.00

Upon inspection before planting, I anticipate that there will be some pears

That will have established. In that case we will deduct 640.00 dollars per tree

From the 35 trees listed.

The price of 22,460.00 is 20% less then the 2021 price of 28,078.00. This discount is offered in good faith to help mitigate the cost of replanting drought damaged trees. The only condition of this offer is that Savatree is retained for tree care for the 2022 season.

Respectfully submitted

Dave Entwistle

Certified arborist # RM-0445



David Entwistle
15558 E Hinsdale Cir,
Centennial, CO 80112
Phone: (303)-210-9926
Email: dentwistle@savatree.com

Prepared By:
David Entwistle

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