

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
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## **NOTICE OF SPECIAL MEETING AND AGENDA**

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

DATE: June 15, 2021

TIME: 9:00 a.m.

*Due to the threat posed by the COVID-19 coronavirus, this meeting will be held via zoom meeting and can be joined through the directions below:*

<https://us02web.zoom.us/j/87042233843?pwd=OTZiYnl1Z3ZaUHcwTElPajhrcmZvdz09>

**Phone:** 1 (346) 248-7799 or 1 (669) 900-6833

**Meeting ID:** 870 4223 3843

**Passcode:** 418756

### I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

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C. Ratify approval of First Amendment to the 2021 Annual Administrative Resolution (enclosure).

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D. Review and approve Minutes of the April 27, 2021 Special Meeting (enclosure).

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- E. Consider authorizing interested Board Members to attend the 2021 Special District Association’s Annual Conference in Keystone on September 14, 15 and 16, 2021.
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II. PUBLIC COMMENTS

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

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

Fund	Period Ending April 30, 2021	Special Payments April 2, 2021	Period Ending May 31, 2021
General	\$ 119,836.73	\$ 585,045.00	\$ 102,735.89
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 936.00	\$ -0-	\$ 6,050.35
<b>Total Claims</b>	<b>\$ 120,772.73</b>	<b>\$ 585,045.00</b>	<b>\$ 108,786.24</b>

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- B. Review and accept unaudited financial statements for the period ending April 30, 2021 and accept Cash Position Schedule, dated April 30, 2021, updated June 7, 2021 and Operations Fee Report (enclosure).
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- C. Review and consider approval of 2020 Audit and authorize execution of Representations Letter (draft audit – enclosed).
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- D. Consider appointment of the District Accountant to prepare the 2022 Budget and set the date for a Public Hearing to adopt the 2022 Budget for \_\_\_\_\_, 2021, at 9:00 a.m., to be held at Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016 or virtually pending COVID-19 restrictions.
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IV. LEGAL MATTERS

- A. Discuss possible Lease Agreement for the cell site location at East Commons Avenue and South Aurora Parkway.
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V. OPERATIONS AND MAINTENANCE

- A. Maintenance Report (M & J Wilkow):
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1. Discuss status of landscape maintenance services:

- a. New personnel (METCO).
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- b. Irrigation upgrades.
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- c. Snow removal repair work.
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- d. Warranty work for the 2020 Landscape Renovation Project.
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2. Authorize Service Agreement for striping services.

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- B. Consider approval of 2021 Special Events Permit from M & J Wilkow (to be distributed).
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- C. Maintenance Report (SDMS):

1. Discuss status of 2021 floral program.

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- a. Ratify approval of Independent Contract Agreement with Western Proscapes, Inc. for the 2021 summer floral program (enclosure).
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2. Discuss status of tree replacements.

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3. Ratify approval of proposals from Animal & Pest Control Specialist, Inc. for the treatment of the prairie dog holes (enclosures).
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D. Discuss status of the Median Landscape Renovation Project.

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E. Discuss retaining wall failures:

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1. Discuss investigation conducted by Golden Forensics LLC (enclosure).
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2. Review and discuss letter from Segwick denying the District's insurance claim for the Service Street claim (enclosure).
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3. Discuss retaining wall failure behind the Fairfield Inn and status of claim.
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4. Ratify approval of Independent Contractor Agreement between the District and CDI Environmental Contractor for cleanup work, removal and engineering services for the stabilization of the retaining wall, for the total amount of \$60,145.00 (enclosure).
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## VI. CAPITAL IMPROVEMENTS

A. Discuss status of the Main Street Monument Project.

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1. Discuss status of the License Agreement with the City of Aurora.
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## VII. OTHER MATTERS

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

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1. Review and discuss the revised report for the lane assignment revisions from Felsburg Holt & Ullevig, Inc. (enclosure).
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2. Review the traffic signal analysis from Collins Engineers, Inc. (enclosure).
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VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
AUGUST 17, 2021**

**FIRST AMENDMENT  
TO  
RESOLUTION NO. 2020-11-01  
SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
ANNUAL ADMINISTRATIVE RESOLUTION  
(2021)**

WHEREAS, Southlands Metropolitan District No. 1 (the “District”) was formed pursuant to Section 32-1-101 *et seq.*, C.R.S.; and

WHEREAS, the Board of Directors of the District adopted an Annual Administrative Resolution (2021) on November 17, 2020 (the “Resolution”); and

WHEREAS, the Board now desires to amend the resolution in order to change the meeting schedule set forth therein.

NOW, THEREFORE, the Board of Directors of the District hereby resolves as follows:

1. Section 18 of the Resolution is hereby repealed and replaced in its entirety with the following Section 18:

The Board determines to hold regular meetings in 2021 on January 19, February 16, March 16, April 20, May 18, June 15, August 17, October 19, and November 16, at 9:00 a.m. at 6155 S. Main Street, Suite 260, Aurora, Colorado. Notice of the time and place for all regular meetings shall be posted in accordance with § 24-6-402, C.R.S.

2. All other provisions of the Resolution remain in full force and effect.

(Signature page follows.)

ADOPTED this 15<sup>th</sup> day of June, 2021.

**SOUTHLANDS METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
Officer of the District

Attest:

By: \_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA &  
WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**CERTIFICATION OF FIRST AMENDMENT**

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on June 15, 2021 via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of June, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD APRIL 27, 2021

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 27<sup>th</sup> day of April, 2021, at 9:00 a.m. The meeting was open to the public.

The meeting was held via Zoom due to Executive Orders issued by Governor Polis, and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Public Health and Environment, and the threat posed by the COVID-19 coronavirus.

### ATTENDANCE

#### Directors In Attendance Were:

Martin Liles  
Skye Bailey  
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 and Adrian Gregorio; CliftonLarsonAllen, LLP

Leanne Dominguez; The Architerra Group (for a portion of the meeting)

### 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.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

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

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

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

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

**2021 Regular Meeting Schedule:** The Board entered into discussion regarding amending dates for 2021 Regular Meetings.

Following discussion, the Board determined to schedule Regular Meetings on June 15, August 17, October 19 and December 21, 2021. The Meetings will be held at 9:00 a.m., at Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016.

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### PUBLIC COMMENTS

There were no public comments at this time.

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### FINANCIAL MATTERS

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

Fund	Period Ending February 2021	Period Ending March 2021
General	\$ 160,188.25	\$ 196,505.65
Debt Service	\$ 6,000.00	\$ -0-
Capital Projects	\$ 39,405.83	\$ 1,034.00
<b>Total Claims</b>	<b>\$ 205,594.08</b>	<b>\$ 197,539.65</b>

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 February 28, 2021, Schedule of Cash Position, updated as of April 13, 2021, 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

## RECORD OF PROCEEDINGS

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unaudited financial statements of the District for the period ending February 28, 2021, Schedule of Cash Position, updated as of April 13, 2021, Operations Fee Report.

General Operations Fees (“GOF”) Reconciliation: Ms. Dam reviewed with the Board the GOF reconciliation.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the GOF reconciliation.

Back Charges for Water Usage: Ms. Finn discussed with the Board the back charges for water usage by Southlands TC LLC. Following discussion, the Board authorized Directors Liles and Bailey to review the back charges and get back to Ms. Finn regarding any questions concerning the calculations.

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### LEGAL MATTERS

Amended and Restated Project Area Lease between the District and Southlands TC LLC: Attorney Waldron provided an update to the Board on the status of the Amended and Restated Project Area Lease between the District and Southlands TC LLC. It was noted a map of the improvements is needed to amend the Project Area Lease.

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### OPERATIONS AND MAINTENANCE

M & J Wilkow’s Maintenance Report: Director Bailey reported to the Board that the banner arms and banners are being installed. He noted the repair work to stone work that was damaged during snow removal is almost complete. He also noted he will be performing snow damage inspections for the curbs and gutters.

Event Schedule: Director Rocha reported to the Board that she is working on an event schedule and will be requesting a 2021 events permit from the District on M&J Wilkow’s behalf.

Maintenance Report (SDMS):

2021 Floral Program: Ms. Finn reviewed with the Board floral designs and a proposal from Western Proscapes, Inc. for the 2021 Floral Program.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the floral designs and proposal from Western Proscapes, Inc. for the 2021 Floral Program, subject to receipt of the floral quantities/inventory.

## RECORD OF PROCEEDINGS

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### **Tree Replacement:**

*Map Showing Tree Replacements:* The Board reviewed the map showing tree replacements. No action was needed by the Board.

*Proposal from Metco Landscape, Inc. to Sod (84) Tree Wells:* The Board reviewed a proposal from Metco Landscape, Inc. to sod (84) tree wells.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Bailey and, upon vote, unanimously carried, the Board approved the proposal from Metco Landscape, Inc. to sod (84) tree wells, for the amount of \$3,604.00.

*Proposal from SavATree for Commercial Tree Maintenance Program:* The Board reviewed a proposal from SavATree for commercial tree maintenance program.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from SavATree for commercial tree maintenance program, in the amount of \$5,720.

### **Detention Pond Maintenance:**

*Proposal from Metco Landscape, Inc. to Grade the Top of the Detention Pond:* The Board reviewed a proposal from Metco to grade the top of the detention pond. Following discussion, the Board deferred action on this proposal.

*SWAP Proposal:* Ms. Finn reviewed with the Board a proposal for detention pond maintenance, inspection services and preparation of a maintenance manual, for the amount of \$4,000. The Board deferred action on this proposal.

### **Irrigation Upgrades:**

*Proposal from Metco Landscape, Inc. for the Installation of Four (4) Steel Bollards:* The Board reviewed a proposal from Metco Landscape, Inc. for the installation of four (4) steel bollards.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from Metco Landscape, Inc. for the installation of four (4) steel bollards, in the amount of \$2,803.

*Proposal from Metco Landscape, Inc. for the Installation of One (1) 2-inch Pressure Reducing Valve on Backflow Vicinity of the Northwest Corner of East*

## RECORD OF PROCEEDINGS

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*Smokey Hill Road and South Aurora Parkway:* The Board reviewed a proposal from Metco Landscape, Inc. for the installation of one (1) 2-inch pressure reducing valve on the backflow located on the northwest corner of East Smokey Hill Road and South Aurora Parkway.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the proposal from Metco Landscape, Inc. for the installation of one (1) 2-inch pressure reducing valve on the backflow located on the northwest corner of East Smokey Hill Road and South Aurora Parkway, for the amount of \$1,388.10.

**Proposal from Metco Landscape, Inc. for the Backflow Cage for the 3-inch Backflow Vicinity of the Detention Pond:** The Board reviewed a proposal from Metco Landscape, Inc. for the installation of a backflow cage for the 3-inch backflow located in the vicinity of the detention pond.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the proposal from Metco Landscape, Inc. for the installation of the backflow cage, for the amount of \$3,818.20.

**Design Plans for the Median Landscape Renovation Project:** Ms. Dominguez reviewed with the Board the revised Design Plans for the Median Renovation Project. It was noted the Board will provide comments to Ms. Dominguez by the end of the week.

**Wage Increases from Millard Mall Services, Inc.:** Ms. Finn reviewed with the Board a request for wage increases from Millard Mall Services, Inc. for common area cleaning services. She noted the increase is \$431.18 per month.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the request for wage increases from Millard Mall Services, Inc., in the increased amount of \$431.18 per month.

**Retaining Wall Failure behind Service Street:** Ms. Finn discussed with the Board the retaining wall failure behind Service Street. She noted there are other areas of the retaining wall that are of concern and is having the retaining wall inspected.

**Investigation Conducted by Golden Forensics LLC:** Ms. Finn noted for the Board the District's insurance company has engaged Golden Forensics LLC to conduct an investigation of the retaining wall failure and she will distribute the Report once it is available.

## RECORD OF PROCEEDINGS

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**Proposal from Slaton Bros., Inc. for Repairing the Retaining Wall:** The Board reviewed a proposal from Slaton Bros., Inc. for repairing the retaining wall in the amount of \$65,000.

Following discussion, upon motion duly made by Director Liles, seconded by Director Bailey and, upon vote, unanimously carried, the Board directed Ms. Finn to obtain additional proposals.

**Proposal from Slaton Bros., Inc. for Preventive Evaluation:** The Board reviewed a proposal from Slaton Bros., Inc. for preventive evaluation for the amount of \$7,500.

Following discussion, upon motion duly made by Director Liles, seconded by Director Bailey and, upon vote, unanimously carried, the Board directed Ms. Finn to obtain additional proposals.

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### **CAPITAL IMPROVEMENTS**

**Main Street Monument Project (“Project”) and Possible License Agreement with the City of Aurora:** Attorney Waldron discussed with the Board a conversation he had with the City of Aurora regarding obtaining a License Agreement for the new monument sign. Ms. Finn noted additional documents will need to be submitted to the City in order to obtain a License Agreement. The Board also discussed obtaining a Master License Agreement for the entire project. Following discussion, the Board directed Ms. Finn and Attorney Waldron to work on obtaining a Master License Agreement with the City of Aurora.

**Proposal from Manhard Consulting for Surveying Services:** The Board reviewed a proposal from Manhard Consulting for surveying services.

Following discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the proposal from Manhard Consulting for surveying services, in the amount of \$1,800.

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### **OTHER MATTERS**

**Modification of Drive Lane on Southlands Parkway:** Ms. Finn updated the Board on the status of modifying the traffic lane located on the southwest corner of the intersection at Southlands Parkway and Main Street to a right turn only lane. Ms. Finn reported the City of Aurora is supportive of the change.

**Report for the Lane Assignment Revisions from Felsburg Holt & Ullevig, Inc.:** The Board reviewed a Report for the lane assignment revisions from Felsburg Holt & Ullevig, Inc. It was noted the Board did not have any comments on the Report.

## RECORD OF PROCEEDINGS

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Addendum from Felsburg Holt & Ullevig, Inc. for Additional Work: The Board reviewed an Addendum from Felsburg Holt & Ullevig, Inc. for additional work.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Addendum from Felsburg Holt & Ullevig, Inc. for additional work, in the amount of \$2,000.00.

Proposal from Collins Engineers, Inc. for a Structural Analysis of the Traffic Signal Pole, Mast Arm, Caisson: The Board reviewed a proposal from Collins Engineers, Inc. for a structural analysis of the traffic signal pole, mast arm, caisson.

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from Collins Engineers, Inc. for a structural analysis of the traffic signal pole, mast arm, caisson, for the amount of \$3,750.00.

Cell Site Location at East Commons Avenue and South Aurora Parkway: The Board reviewed a possible cell site location at East Commons Avenue and South Aurora Parkway. The Board discussed entering into a possible Lease Agreement for the cell site.

Charging Stations for Electric Cars within the District: Director Liles discussed with the Board the possible installation of charging stations for electric cars within the District. No action was taken by the Board at this time.

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### ADJOURNMENT

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

Respectfully submitted,

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

**Southlands Metropolitan District No. 1**  
**April-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	11137728	3/25/2021	3/25/2021	\$ 5,531.08	Security	117806
Brody Chemical	414686	3/31/2021	3/31/2021	\$ 104.99	Repairs and maintenance	117582
City of Aurora	151230 2/21	2/28/2021	2/28/2021	\$ 17.58	Utilities	117701
City of Aurora	146452 2/21	2/28/2021	2/28/2021	\$ 38.04	Utilities	117701
City of Aurora	150518 2/21	2/28/2021	2/28/2021	\$ 17.58	Utilities	117701
City of Aurora	146396 2/21	2/28/2021	2/28/2021	\$ 67.79	Utilities	117701
City of Aurora	151228 2/21	2/28/2021	2/28/2021	\$ 17.58	Utilities	117701
City of Aurora	152426 2/21	2/28/2021	2/28/2021	\$ 38.04	Utilities	117701
City of Aurora	151226 2/21	2/28/2021	2/28/2021	\$ 17.58	Utilities	117701
City of Aurora	142090 2/21	2/28/2021	2/28/2021	\$ 38.04	Utilities	117701
City of Aurora	146368 2/21	2/28/2021	2/28/2021	\$ 38.04	Utilities	117701
CliftonLarsonAllen LLP	2818954	3/31/2021	3/31/2021	\$ 2,511.16	Accounting	107000
CliftonLarsonAllen LLP	2818954	3/31/2021	3/31/2021	\$ 1,123.00	Billing services	107800
CliftonLarsonAllen LLP	2772363	2/28/2021	2/28/2021	\$ 4,767.97	Accounting	107000
CliftonLarsonAllen LLP	2772363	2/28/2021	2/28/2021	\$ 637.52	Billing services	107800
Common Area Maintenance Services	M04152101	4/30/2021	4/30/2021	\$ 1,905.00	Street sweeping	117808
Diversified Underground, Inc	23448	3/31/2021	3/31/2021	\$ 75.00	Repairs and maintenance	117582
Felsburg Holt & Ullevig	177809	3/31/2021	3/31/2021	\$ 5,193.75	Traffic signals maintenance	117809
Fusion Sign & Design	173521	3/16/2021	3/16/2021	\$ 372.00	Signage and decor	117587
Lumin8 Transportation Technologies LLC	36904	3/31/2021	3/31/2021	\$ 270.00	Traffic signals maintenance	117809
Metco Landscape, Inc	563858	3/24/2021	3/24/2021	\$ 598.50	Snow removal	117807
Metco Landscape, Inc	561399	2/21/2021	2/21/2021	\$ 16,159.85	Snow removal	117807
Metco Landscape, Inc	561789	2/25/2021	2/25/2021	\$ 27,253.80	Snow removal	117807
Metco Landscape, Inc	563855	3/22/2021	3/22/2021	\$ 7,075.07	Snow removal	117807
Metco Landscape, Inc	SM199988	4/30/2021	4/30/2021	\$ 13,047.00	Landscape maintenance & irrigation repair	117585
Metco Landscape, Inc	563256	3/5/2021	3/5/2021	\$ 2,361.45	Snow removal	117807
Millard Mall Services	80019	3/31/2021	3/31/2021	\$ 15,957.96	Monthly cleaning	117802
Special District Management Services, Inc.	DM 03/2021	3/31/2021	3/31/2021	\$ 5,397.76	District management	107440
Special District Management Services, Inc.	DM 03/2021	3/31/2021	3/31/2021	\$ 936.00	Refresh	307862
Special District Management Services, Inc.	PM 03/2021	3/31/2021	3/31/2021	\$ 3,051.00	District management	107440
Utility Notification Center of Colorado	221031367	3/31/2021	3/31/2021	\$ 25.08	Repairs and maintenance	117582
White, Bear & Ankele PC	15305	3/31/2021	3/31/2021	\$ 3,872.97	Legal services	107460
Xcel Energy	724186715	3/17/2021	4/6/2021	\$ 2,254.55	Utilities	117701

\$ 120,772.73

**Southlands Metropolitan District No. 1**  
**April-21**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 119,836.73</b>		<b>\$ 936.00</b>	<b>\$ 120,772.73</b>
<b>Xcel - Auto Pay</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Aurora Water - Auto Pay</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 119,836.73</b>	<b>\$ -</b>	<b>\$ 936.00</b>	<b>\$ 120,772.73</b>

**Southlands Metropolitan District No. 1**  
**April-21**

<b>Vendor</b>	<b>Invoice #</b>	<b>Date</b>	<b>Due Date</b>	<b>Amount</b>	<b>Expense Account</b>	<b>Account Number</b>
AGREE LP	2020 GOF Refund	4/2/2021	4/2/2021	\$ 29,331.00	General Operations Fee Reconciliation	113140
Akal Realty LLC	2020 GOF Refund	4/2/2021	4/2/2021	\$ 4,465.00	General Operations Fee Reconciliation	113140
CHILI'S	2020 GOF Refund	4/2/2021	4/2/2021	\$ 7,362.00	General Operations Fee Reconciliation	113140
Centura Health	2020 GOF Refund	4/2/2021	4/2/2021	\$ 7,222.00	General Operations Fee Reconciliation	113140
Centura Health- Lot 4	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,684.00	General Operations Fee Reconciliation	113140
Centura Health- Lot 5	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,293.00	General Operations Fee Reconciliation	113140
DISCOUNT TIRE	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,177.00	General Operations Fee Reconciliation	113140
Darden- Olive Garden	2020 GOF Refund	4/2/2021	4/2/2021	\$ 6,593.00	General Operations Fee Reconciliation	113140
Darden-Red Lobster	2020 GOF Refund	4/2/2021	4/2/2021	\$ 6,374.00	General Operations Fee Reconciliation	113140
FITZSIMONS CREDIT UNION	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,843.00	General Operations Fee Reconciliation	113140
GOOD TIMES RESTAURANTS INC.	2020 GOF Refund	4/2/2021	4/2/2021	\$ 4,522.00	General Operations Fee Reconciliation	113140
HV-1	2020 GOF Refund	4/2/2021	4/2/2021	\$ 5,818.00	General Operations Fee Reconciliation	113140
JC Penney	2020 GOF Refund	4/2/2021	4/2/2021	\$ 35,650.00	General Operations Fee Reconciliation	113140
JIM N NICK'S	2020 GOF Refund	4/2/2021	4/2/2021	\$ 5,653.00	General Operations Fee Reconciliation	113140
LAZY DOG RESTAURANT & BAR	2020 GOF Refund	4/2/2021	4/2/2021	\$ 1,990.00	General Operations Fee Reconciliation	113140
LF-9	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,589.00	General Operations Fee Reconciliation	113140
MISTER HOTSHINE	2020 GOF Refund	4/2/2021	4/2/2021	\$ 5,638.00	General Operations Fee Reconciliation	113140
Mountain Del, LLC	2020 GOF Refund	4/2/2021	4/2/2021	\$ 4,851.00	General Operations Fee Reconciliation	113140
Office Depot	2020 GOF Refund	4/2/2021	4/2/2021	\$ 5,867.00	General Operations Fee Reconciliation	113140
On The Border	2020 GOF Refund	4/2/2021	4/2/2021	\$ 7,094.00	General Operations Fee Reconciliation	113140
PACIFIC AURORA LLC	2020 GOF Refund	4/2/2021	4/2/2021	\$ 5,930.00	General Operations Fee Reconciliation	113140
PF CHANGS	2020 GOF Refund	4/2/2021	4/2/2021	\$ 6,323.00	General Operations Fee Reconciliation	113140
SAFARI HOTEL FUND	2020 GOF Refund	4/2/2021	4/2/2021	\$ 11,736.00	General Operations Fee Reconciliation	113140
SAM'S CLUB	2020 GOF Refund	4/2/2021	4/2/2021	\$ 46,793.00	General Operations Fee Reconciliation	113140
SOUTHLANDS PC LLC-0830	2020 GOF Refund	4/2/2021	4/2/2021	\$ 112,202.00	General Operations Fee Reconciliation	113140
SOUTHLANDS TC LLC-0830	2020 GOF Refund	4/2/2021	4/2/2021	\$ 131,574.00	Repairs and maintenance	117582
SPASCO OF COLORADO, LLC	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,345.00	General Operations Fee Reconciliation	113140
VILLAGE INN	2020 GOF Refund	4/2/2021	4/2/2021	\$ 4,972.00	General Operations Fee Reconciliation	113140
Vision Works	2020 GOF Refund	4/2/2021	4/2/2021	\$ 3,934.00	General Operations Fee Reconciliation	113140
WELLS FARGO	2020 GOF Refund	4/2/2021	4/2/2021	\$ 4,701.00	General Operations Fee Reconciliation	113140
WONG 444, INC. / KFC	2020 GOF Refund	4/2/2021	4/2/2021	\$ 4,283.00	General Operations Fee Reconciliation	113140
Wal-Mart	2020 GOF Refund	4/2/2021	4/2/2021	\$ 93,236.00	General Operations Fee Reconciliation	113140

\$ 585,045.00

**Southlands Metropolitan District No. 1**  
**April-21**

**SPECIAL PAYMENTS**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	<b>\$ 585,045.00</b>			<b>\$ 585,045.00</b>
<b>Xcel - Auto Pay</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Aurora Water - Auto Pay</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Disbursements from Checking Acct</b>	<b>\$ 585,045.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 585,045.00</b>

**Southlands Metropolitan District No. 1**  
**May-21**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	11267822	4/29/2021	4/29/2021	\$ 2,831.24	Security	117806
The Architerra Group	6981	5/12/2021	5/12/2021	\$ 4,088.35	Medians	307863
Brody Chemical	502266	4/30/2021	4/30/2021	\$ 104.99	Repairs and maintenance	117582
Brody Chemical	50339	4/30/2021	4/30/2021	\$ 1,993.94	Repairs and maintenance	117582
CAM Services	M05152101	5/15/2021	5/15/2021	\$ 1,905.00	Street sweeping	117808
City of Aurora	146452 03-21	3/8/2021	4/12/2021	\$ 38.04	Utilities	117701
City of Aurora	151230 3-21	3/8/2021	4/12/2021	\$ 17.58	Utilities	117701
City of Aurora	146396 03-21	3/8/2021	4/12/2021	\$ 67.79	Utilities	117701
City of Aurora	142090 03-21	3/8/2021	4/12/2021	\$ 38.04	Utilities	117701
City of Aurora	152426 03-21	3/8/2021	4/12/2021	\$ 38.04	Utilities	117701
City of Aurora	151228 03-21	3/8/2021	4/12/2021	\$ 17.58	Utilities	117701
City of Aurora	151226 03-21	3/8/2021	4/12/2021	\$ 17.58	Utilities	117701
City of Aurora	150518 03-21	3/8/2021	4/12/2021	\$ 17.58	Utilities	117701
City of Aurora	146368 03-21	3/8/2021	4/12/2021	\$ 38.04	Utilities	117701
City of Aurora	146452 04-21	4/6/2021	5/12/2021	\$ 153.40	Utilities	117701
City of Aurora	151230 04-21	4/6/2021	5/12/2021	\$ 104.10	Utilities	117701
City of Aurora	146396 04-21	4/6/2021	5/12/2021	\$ 67.79	Utilities	117701
City of Aurora	142090 04-21	4/6/2021	5/12/2021	\$ 124.56	Utilities	117701
City of Aurora	152426 4-21	4/6/2021	5/12/2021	\$ 2,179.41	Utilities	117701
City of Aurora	151228 04-21	4/6/2021	5/12/2021	\$ 154.57	Utilities	117701
City of Aurora	151226 04-21	4/6/2021	5/12/2021	\$ 168.99	Utilities	117701
City of Aurora	150518 04-21	4/6/2021	5/12/2021	\$ 53.63	Utilities	117701
City of Aurora	146368 04-21	4/6/2021	5/12/2021	\$ 153.40	Utilities	117701
CliftonLarsonAllen LLP	2866007	4/30/2021	4/30/2021	\$ 8,756.48	Accounting	107000
DBC Irrigation Supply	S4086969.001	4/23/2021	4/23/2021	\$ 194.59	Landscapae Maintenance & Irrigation Repair	117585
DBC Irrigation Supply	S4098350.001	4/29/2021	4/29/2021	\$ 1,247.31	Landscapae Maintenance & Irrigation Repair	117585
DBC Irrigation Supply	S4100011.001	4/30/2021	4/30/2021	\$ 621.73	Landscapae Maintenance & Irrigation Repair	117585
DBC Irrigation Supply	S4105850.001	5/4/2021	5/4/2021	\$ 116.14	Landscapae Maintenance & Irrigation Repair	117585
DBC Irrigation Supply	S4098364.001	5/4/2021	5/4/2021	\$ 49.89	Landscapae Maintenance & Irrigation Repair	117585
DBC Irrigation Supply	S4128275.001	5/14/2021	5/14/2021	\$ 49.34	Landscapae Maintenance & Irrigation Repair	117585
Felsburg Holt & Ullevig	30121	5/11/2021	5/11/2021	\$ 807.50	Traffic signals maintenance	117809
Fusion Sign & Design	176316	5/12/2021	5/12/2021	\$ 380.00	Signage & Décor	117855
Graiger	9898282620	5/11/2021	5/11/2021	\$ 2,280.18	Repairs and maintenance	117582
M & J Wilkow Properties, LLC	24027	4/30/2021	4/30/2021	\$ 9,616.33	Property maintenance	117804
Metco Landscape, Inc	SM201277	5/1/2021	5/1/2021	\$ 13,047.00	Landscape maintenance & irrigation repair	117585
Metco Landscape, Inc	565279	4/16/2021	4/16/2021	\$ 6,235.60	Snow removal	117807
Metco Landscape, Inc	565401	4/20/2021	4/20/2021	\$ 13,025.00	Snow removal	117807
Millard Mall Services	80200	5/1/2021	5/1/2021	\$ 16,267.21	Monthly cleaning	117802
MR/ Westco Inc.	38051	5/6/2021	5/6/2021	\$ 105.00	Repairs and maintenance	117582
MR/ Westco Inc.	37973	5/6/2021	5/6/2021	\$ 950.00	Repairs and maintenance	117582
SavATree	8070787	5/5/2021	5/5/2021	\$ 4,390.00	Landscape maintenance & irrigation repair	107585
Special District Management Services, Inc.	02/21 PM	4/30/2021	4/30/2021	\$ 3,050.48	District management	107440
Special District Management Services, Inc.	04/21 DM	4/30/2021	4/30/2021	\$ 6,435.04	District management	107440
Special District Management Services, Inc.	04/21 DM	4/30/2021	4/30/2021	\$ 1,962.00	Refresh	307862
Test Gauge	INV6-6212	4/26/2021	4/26/2021	\$ 31.28	Miscellaneous	107480
Utility Notification Center of Colorado	68330-221041383	4/30/2021	4/30/2021	\$ 17.16	Repairs and maintenance	117582
White, Bear & Ankele PC	15481	4/30/2021	4/30/2021	\$ 2,807.48	Legal services	107460
Xcel Energy	728144613	4/15/2021	4/15/2021	\$ 1,969.86	Utilities	117701
				\$ 108,786.24		

**Southlands Metropolitan District No. 1**  
**May-21**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 97,315.91		\$ 6,050.35	\$ 103,366.26
<b>Xcel - Auto Pay</b>	\$ 1,969.86	\$ -	\$ -	\$ 1,969.86
<b>Aurora Water - Auto Pay</b>	\$ 3,450.12	\$ -	\$ -	\$ 3,450.12
<b>Total Disbursements from Checking Acct</b>	<b>\$ 102,735.89</b>	<b>\$ -</b>	<b>\$ 6,050.35</b>	<b>\$ 108,786.24</b>

**SOUTHLANDS METROPOLITAN DISTRICT NO.1**

**FINANCIAL STATEMENTS**

**APRIL 30, 2021**

**SOUTHLANDS METROPOLITAN DISTRICT NO.1**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**APRIL 30, 2021**

	<u>General</u>	<u>General Operations Fee</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>ASSETS</b>					
Cash - Checking	\$ 38,798	\$ 652,240	\$ -	\$ -	\$ 691,038
Colotrust	987,273	1,020,593	-	-	2,007,866
UMB Series 2017 A-1 Bond Fund	-	-	1,604,912	-	1,604,912
UMB Series 2017 A-2 Bond Fund	-	-	250,848	-	250,848
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,625	-	1,687,625
UMB Series 2017 A-2 Reserve Fund	-	-	149,750	-	149,750
General Operations Fee receivable	-	101,987	-	-	101,987
Reimbursement receivable	-	1,341	-	-	1,341
Receivable from County Treasurer	60,829	-	332,812	-	393,641
<b>TOTAL ASSETS</b>	<u>\$ 1,086,900</u>	<u>\$ 1,776,161</u>	<u>\$ 4,025,947</u>	<u>\$ -</u>	<u>\$ 6,889,008</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 36,341	\$ 755,076	\$ -	\$ 2,898	\$ 794,315
Unearned General Operations Fee	-	39,627	-	-	39,627
Total Liabilities	<u>36,341</u>	<u>794,703</u>	<u>-</u>	<u>2,898</u>	<u>833,942</u>
<b>FUND BALANCES</b>					
Total Fund Balances	<u>1,050,559</u>	<u>981,458</u>	<u>4,025,947</u>	<u>(2,898)</u>	<u>6,055,066</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 1,086,900</u>	<u>\$ 1,776,161</u>	<u>\$ 4,025,947</u>	<u>\$ -</u>	<u>\$ 6,889,008</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 FOUR MONTHS ENDED APRIL 30, 2021**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 5,000	\$ 249	\$ (4,751)
Permits and fees	-	3,000	3,000
Property taxes	492,519	279,573	(212,946)
Specific ownership tax	34,475	11,475	(23,000)
<b>TOTAL REVENUES</b>	<u>531,994</u>	<u>294,297</u>	<u>(237,697)</u>
<b>EXPENDITURES</b>			
Accounting	63,000	19,064	43,936
Auditing	6,000	-	6,000
Billing services	12,000	3,575	8,425
Contingency	8,612	-	8,612
County Treasurer's fee	7,388	4,194	3,194
Directors' fees	6,000	1,600	4,400
District management	70,000	22,385	47,615
Dues and licenses	2,000	1,238	762
Insurance and bonds	38,000	37,918	82
Legal services	65,000	19,133	45,867
Miscellaneous	5,000	154	4,846
Public Events	45,000	-	45,000
<b>TOTAL EXPENDITURES</b>	<u>328,000</u>	<u>109,261</u>	<u>218,739</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	203,994	185,036	(18,958)
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other fund	(460,000)	(5,751)	454,249
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(460,000)</u>	<u>(5,751)</u>	<u>454,249</u>
<b>NET CHANGE IN FUND BALANCES</b>	(256,006)	179,285	435,291
<b>FUND BALANCES - BEGINNING</b>	<u>841,758</u>	<u>871,273</u>	<u>29,515</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 585,752</u>	<u>\$ 1,050,558</u>	<u>\$ 464,806</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 FOUR MONTHS ENDED APRIL 30, 2021**

**GENERAL OPERATIONS FEE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
General operations fee	\$ 2,010,000	\$ 670,000	\$ (1,340,000)
General operations fee - penalty and other	5,000	828	(4,172)
Interest income	5,000	358	(4,642)
<b>TOTAL REVENUES</b>	<u>2,020,000</u>	<u>671,186</u>	<u>(1,348,814)</u>
<b>EXPENDITURES</b>			
Floral	250,000	-	250,000
Landscape maintenance & irrigation repair	170,000	56,728	113,272
Monthly cleaning	187,000	63,800	123,200
Pest control	10,000	-	10,000
Property maintenance	116,000	38,465	77,535
Property management	45,000	12,189	32,811
Repairs and maintenance	335,000	10,264	324,736
Security	70,000	17,812	52,188
Signage and decor	105,000	372	104,628
Snow removal	400,000	102,364	297,636
Street lighting/ striping	100,000	8,636	91,364
Street repairs/sidewalk	42,000	-	42,000
Street sweeping	25,000	7,620	17,380
Traffic signals maintenance	5,000	7,314	(2,314)
Utilities	160,000	14,164	145,836
<b>TOTAL EXPENDITURES</b>	<u>2,020,000</u>	<u>339,728</u>	<u>1,680,272</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	331,458	331,458
<b>FUND BALANCES - BEGINNING</b>	<u>650,000</u>	<u>650,000</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 650,000</u>	<u>\$ 981,458</u>	<u>\$ 331,458</u>

## **SUPPLEMENTARY INFORMATION**

**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 10,000	\$ 201	\$ (9,799)
Property taxes	2,794,526	1,578,947	(1,215,579)
Specific ownership tax	195,600	65,110	(130,490)
<b>TOTAL REVENUES</b>	<u>3,000,126</u>	<u>1,644,258</u>	<u>(1,355,868)</u>
<b>EXPENDITURES</b>			
Bond interest - Series 2017 A-1	2,088,950	-	2,088,950
Bond interest - Series 2017 A-2	184,625	-	184,625
Bond principal - Series 2017 A-1	525,000	-	525,000
Bond principal - Series 2017 A-2	45,000	-	45,000
Contingency	8,507	-	8,507
County Treasurer's fee	41,918	23,686	18,232
Paying agent fees	6,000	-	6,000
<b>TOTAL EXPENDITURES</b>	<u>2,900,000</u>	<u>23,686</u>	<u>2,876,314</u>
<b>NET CHANGE IN FUND BALANCES</b>	100,126	1,620,572	1,520,446
<b>FUND BALANCES - BEGINNING</b>	<u>2,524,903</u>	<u>2,405,375</u>	<u>(119,528)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 2,625,029</u>	<u>\$ 4,025,947</u>	<u>\$ 1,400,918</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 REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2021**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>			
<b>EXPENDITURES</b>			
HUB/Landscape	-	5,708	(5,708)
Medians	300,000	2,941	297,059
Monument	160,000	-	160,000
<b>TOTAL EXPENDITURES</b>	<u>460,000</u>	<u>8,649</u>	<u>451,351</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(460,000)	(8,649)	451,351
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	460,000	5,751	(454,249)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>460,000</u>	<u>5,751</u>	<u>(454,249)</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	(2,898)	(2,898)
<b>FUND BALANCES - BEGINNING</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ (2,898)</u>	<u>\$ (2,898)</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  
2021 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  
2021 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.

**Net 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  
2021 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  
2021 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 2021, 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>
2021	\$ 525,000	\$ 2,088,950	\$ 2,613,950
2022	590,000	2,073,200	2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026	785,000	1,985,500	2,770,500
2027	815,000	1,958,025	2,773,025
2028	895,000	1,929,500	2,824,500
2029	940,000	1,884,750	2,824,750
2030	1,045,000	1,837,750	2,882,750
2031	1,100,000	1,785,500	2,885,500
2032	1,210,000	1,730,500	2,940,500
2033	1,270,000	1,670,000	2,940,000
2034	1,390,000	1,606,500	2,996,500
2035	1,460,000	1,537,000	2,997,000
2036	1,595,000	1,464,000	3,059,000
2037	1,675,000	1,384,250	3,059,250
2038	1,820,000	1,300,500	3,120,500
2039	1,910,000	1,209,500	3,119,500
2040	2,070,000	1,114,000	3,184,000
2041	2,170,000	1,010,500	3,180,500
2042	2,345,000	902,000	3,247,000
2043	2,460,000	784,750	3,244,750
2044	2,650,000	661,750	3,311,750
2045	2,780,000	529,250	3,309,250
2046	2,985,000	390,250	3,375,250
2047	4,820,000	241,000	5,061,000
	<u>\$ 43,305,000</u>	<u>\$ 39,178,750</u>	<u>\$ 82,483,750</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>
2021	\$ 45,000	\$ 184,625	\$ 229,625
2022	50,000	183,275	233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026	70,000	175,475	245,475
2027	65,000	173,025	238,025
2028	80,000	170,750	250,750
2029	85,000	166,750	251,750
2030	95,000	162,500	257,500
2031	95,000	157,750	252,750
2032	105,000	153,000	258,000
2033	110,000	147,750	257,750
2034	125,000	142,250	267,250
2035	130,000	136,000	266,000
2036	140,000	129,500	269,500
2037	150,000	122,500	272,500
2038	160,000	115,000	275,000
2039	170,000	107,000	277,000
2040	185,000	98,500	283,500
2041	190,000	89,250	279,250
2042	205,000	79,750	284,750
2043	220,000	69,500	289,500
2044	235,000	58,500	293,500
2045	245,000	46,750	291,750
2046	265,000	34,500	299,500
2047	425,000	21,250	446,250
	<u>\$ 3,825,000</u>	<u>\$ 3,464,525</u>	<u>\$ 7,289,525</u>

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 570,000	\$ 2,273,575	\$ 2,843,575
2022	640,000	2,256,475	2,896,475
2023	665,000	2,237,275	2,902,275
2024	745,000	2,214,000	2,959,000
2025	770,000	2,187,925	2,957,925
2026	855,000	2,160,975	3,015,975
2027	880,000	2,131,050	3,011,050
2028	975,000	2,100,250	3,075,250
2029	1,025,000	2,051,500	3,076,500
2030	1,140,000	2,000,250	3,140,250
2031	1,195,000	1,943,250	3,138,250
2032	1,315,000	1,883,500	3,198,500
2033	1,380,000	1,817,750	3,197,750
2034	1,515,000	1,748,750	3,263,750
2035	1,590,000	1,673,000	3,263,000
2036	1,735,000	1,593,500	3,328,500
2037	1,825,000	1,506,750	3,331,750
2038	1,980,000	1,415,500	3,395,500
2039	2,080,000	1,316,500	3,396,500
2040	2,255,000	1,212,500	3,467,500
2041	2,360,000	1,099,750	3,459,750
2042	2,550,000	981,750	3,531,750
2043	2,680,000	854,250	3,534,250
2044	2,885,000	720,250	3,605,250
2045	3,025,000	576,000	3,601,000
2046	3,250,000	424,750	3,674,750
2047	5,245,000	262,250	5,507,250
	<u>\$ 47,130,000</u>	<u>\$ 42,643,275</u>	<u>\$ 89,773,275</u>

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**SOUTHLANDS METROPOLITAN DISTRICT # 1**  
**Schedule of Cash Position**  
**April 30, 2021**  
**Updated as of June 7, 2021**

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>					
Balance as of 04/30/21	\$ 38,798.21	652,239.82	\$ -	\$ -	\$ 691,038.03
Subsequent activities:					
May GOF Deposit	-	81,197.05	-	-	81,197.05
May Debit Card Purchase	-	(986.02)	-	-	(986.02)
05/04/21 - Aurora Water, EFT	-	(290.27)	-	-	(290.27)
05/04/21 - GOF Refunds	-	(585,045.00)	-	-	(585,045.00)
05/05/21 - Transfer from CT	50,000.00	100,000.00	-	-	150,000.00
05/07/21 - Xcel, EFT	-	(1,969.86)	-	-	(1,969.86)
05/11/21 - Transfer from GF to CPF	(936.00)	-	-	936.00	-
05/11/21 - Vouchers payable	(18,682.38)	(82,449.68)	-	(936.00)	(102,068.06)
05/28/21 - Transfer from GF to CPF	(6,050.35)	-	-	6,050.35	-
05/28/21 - Vouchers payable	(18,410.28)	(59,645.03)	-	(6,050.35)	(84,105.66)
June GOF Deposit	-	159,279.18	-	-	159,279.18
June Debit Card Purchase	-	(2,246.67)	-	-	(2,246.67)
06/01/21 - Deposit correction	-	(0.01)	-	-	(0.01)
06/02/21 - Aurora Water, EFT	-	(3,159.85)	-	-	(3,159.85)
06/04/21 - Charge-back of Deposited Item	-	(69,793.93)	-	-	(69,793.93)
<i>Anticipated Balance</i>	<u>44,719.20</u>	<u>187,129.73</u>	<u>-</u>	<u>-</u>	<u>231,848.93</u>
<b><u>Colotrust</u></b>					
Balance as of 04/30/21	987,272.97	1,020,593.01	-	-	2,007,865.98
Subsequent activities:					
05/10/21 - Tax distribution	60,829.07	-	332,811.71	-	393,640.78
05/11/21 - Transfer to CT	(50,000.00)	(100,000.00)	-	-	(150,000.00)
05/28/21 - Transfer to A-1 Bond Fund	-	-	(300,057.54)	-	(300,057.54)
05/28/21 - Transfer to A-2 Bond Fund	-	-	(32,754.17)	-	(32,754.17)
05/31/21 - Interest Income	50.79	52.51	-	-	103.30
<i>Anticipated Balance</i>	<u>998,152.83</u>	<u>920,645.52</u>	<u>-</u>	<u>-</u>	<u>1,918,798.35</u>
<b><u>UMB - 2017 A-1 Bond Fund</u></b>					
Balance as of 04/30/21	-	-	1,604,911.91	-	1,604,911.91
Subsequent activities:					
05/12/21 - UMB Paying Agent Fee	-	-	(6,000.00)	-	(6,000.00)
05/28/21 - Transfer from CT	-	-	300,057.54	-	300,057.54
05/31/21 - Interest Income	-	-	6.20	-	6.20
06/01/21 - 06/01 DS Payment - Series 2017 A-1	-	-	(1,044,475.00)	-	(1,044,475.00)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>854,500.65</u>	<u>-</u>	<u>854,500.65</u>
<b><u>UMB - 2017 A-1 Reserve Fund</u></b>					
Balance as of 04/30/21	-	-	1,687,625.00	-	1,687,625.00
Subsequent activities:					
05/31/21 - Interest Income	-	-	13.80	-	13.80
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,687,638.80</u>	<u>-</u>	<u>1,687,638.80</u>
<b><u>UMB - 2017 A-2 Bond Fund</u></b>					
Balance as of 04/30/21	-	-	250,848.49	-	250,848.49
Subsequent activities:					
05/28/21 - Transfer from CT	-	-	32,754.17	-	32,754.17
05/31/21 - Interest Income	-	-	1.26	-	1.26
06/01/21 - 06/01 DS Payment - Series 2017 A-2	-	-	(92,312.50)	-	(92,312.50)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>191,291.42</u>	<u>-</u>	<u>191,291.42</u>
<b><u>UMB - 2017 A-2 Reserve Fund</u></b>					
Balance as of 04/30/21	-	-	149,750.00	-	149,750.00
Subsequent activities:					
05/31/21 - Interest Income	-	-	1.20	-	1.20
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,751.20</u>	<u>-</u>	<u>149,751.20</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 1,042,872.03</u></b>	<b><u>\$ 1,107,775.25</u></b>	<b><u>\$ 2,883,182.07</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 5,033,829.35</u></b>
<b><u>Current Yield - 05/31/21</u></b>					
Colotrust - .0574%					
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**  
**2020**

	Current Year								Prior Year			
	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 786.34	\$ -	\$ 20,739.68	\$ 13.96	\$ (12.00)	\$ -	\$ 21,527.98	0.02%	0.02%	\$ 20,844.38	0.00%	0.00%
February	279,861.91	-	15,418.65	-	(4,197.93)	-	291,082.63	8.51%	8.54%	568,875.86	15.99%	15.99%
March	1,197,000.08	-	21,944.94	128.44	(17,956.93)	-	1,201,116.53	36.42%	44.95%	294,983.20	8.06%	24.05%
April	380,871.65	-	18,482.21	-	(5,713.08)	-	393,640.78	11.59%	56.54%	1,080,430.96	31.20%	55.25%
May								0.00%	56.54%	196,278.46	5.23%	60.47%
June								0.00%	56.54%	1,212,819.67	34.77%	95.25%
July								0.00%	56.54%	0.00	-2.13%	93.11%
August								0.00%	56.54%	0.00	0.32%	93.43%
September								0.00%	56.54%	2,866.03	0.01%	93.44%
October								0.00%	56.54%	25,332.43	0.00%	93.44%
November								0.00%	56.54%	21,117.10	0.06%	93.49%
December								0.00%	56.54%	18,356.87	0.04%	93.53%
	<b>\$ 1,858,519.98</b>	<b>\$ -</b>	<b>\$ 76,585.48</b>	<b>\$ 142.40</b>	<b>\$ (27,879.94)</b>	<b>\$ -</b>	<b>\$ 1,907,367.92</b>	<b>56.54%</b>	<b>56.54%</b>	<b>\$ 3,441,904.96</b>	<b>93.53%</b>	<b>93.53%</b>

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
<b>Property Tax</b>				
General Fund	\$ 492,519	15.48%	\$ 279,573.46	56.76%
Debt Service (2017 A-1)	2,424,709	76.19%	1,376,361.70	56.76%
Debt Service (2017 A-2)	265,203	8.33%	150,539.81	56.76%
Debt Only (2017 A-1)	104,614	100.00%	52,045.01	49.75%
	<b>\$ 3,287,045</b>		<b>\$ 1,858,519.98</b>	<b>56.54%</b>
<b>Specific Ownership Tax</b>				
General Fund	\$ 34,475	15.48%	\$ 11,475.29	33.30%
Debt Service (2017 A-1)	169,730	76.19%	56,493.75	33.30%
Debt Service (2017 A-2)	18,560	8.33%	6,179.02	33.30%
Debt Only (2017 A-1)	7,310	100.00%	2,437.42	33.30%
	<b>\$ 230,075</b>		<b>\$ 76,585.48</b>	<b>33.29%</b>
<b>Treasurer's Fees</b>				
General Fund	\$ (7,388)	15.48%	\$ (4,193.93)	56.80%
Debt Service (2017 A-1)	(38,084)	76.19%	(20,647.05)	54.20%
Debt Service (2017 A-2)	(4,165)	8.33%	(2,258.28)	54.20%
Debt Only (2017 A-1)	(1,545)	100.00%	(780.68)	50.50%
	<b>\$ (51,182)</b>		<b>\$ (27,879.94)</b>	<b>54.47%</b>

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Billing Name		Sq. ft Percentage of Total	2021 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%	\$ 8,397.72	\$ 8,397.72	\$ 8,397.72	\$ 8,397.72	0.03								
T-Mobile/ Cleaners/ AKAL Realty	54,060	0.76%	\$ 1,278.21	1,278.21	1,278.21	1,278.21	178.83								
Centura Health	87,445	1.23%	\$ 2,067.58	2,067.58	2,067.58	2,067.58	2,067.58								
Centura Health (Lot 4 - new)	44,612	0.63%	\$ 1,054.82	1,054.82	1,054.82	1,054.82	1,054.82								
Centura Health (Lot 5 - new)	39,868	0.56%	\$ 942.65	942.65	942.65	942.65	942.65								
Chili's	89,142	1.26%	\$ 2,107.71	2,107.71	2,107.71	2,107.71	-								
Discount Tire	38,465	0.54%	\$ 909.48	909.48	909.48	909.48	909.48								
Fitzsimons Credit Union	46,533	0.66%	\$ 1,100.24	1,100.24	1,100.24	1,100.24	-								
GMRI - Olive Garden/Darden	79,836	1.13%	\$ 1,887.67	1,887.67	1,887.67	1,887.67	1,887.67	850.14							
GMRI - Red Lobster/Darden	77,186	1.09%	\$ 1,825.01	1,825.01	1,825.01	1,825.01	1,731.27								
Good Times	54,758	0.77%	\$ 1,294.72	1,294.72	1,294.72	1,294.72	1,294.72								
HV-1	70,453	0.99%	\$ 1,665.82	1,665.82	1,665.82	1,665.82	-								
JC Penney	431,671	6.09%	\$ 10,206.58	10,206.58	10,206.58	10,206.58	10,206.58	10,206.58							
Jim N Nick's	68,453	0.97%	\$ 1,618.53	1,618.53	1,618.53	1,618.53	1,618.53	531.46							
Lazy Dog	24,096	0.34%	\$ 569.73	569.73	569.73	569.73	569.73								
Office Depot/ LEJ Properties	71,045	1.00%	\$ 1,679.81	1,679.81	1,679.81	1,679.81	-								
Jewelers/GNC/ Sprint/ LF-9	43,457	0.61%	\$ 1,027.51	1,027.51	1,027.51	1,027.51	-								
Mister Hot Shine	68,266	0.96%	\$ 1,614.11	1,614.11	1,614.11	1,614.11	1,614.11								
Mountain Del, LLC/ Colorado Del, LLC	58,738	0.83%	\$ 1,388.82	1,388.82	1,388.82	1,388.82	-								
NWSL Power Center, LLC/Southlands PC	1,358,624	19.18%	\$ 32,123.79	32,123.79	32,123.79	32,123.79	-								
NWSLTown Center, LLC./ Southlands TC	1,593,198	22.49%	\$ 37,670.14	37,670.14	37,670.14	37,670.14	-								
On The Border	85,900	1.21%	\$ 2,031.05	2,031.05	2,031.05	2,031.05	-								
Dental/Five Guys/ Pacific Aurora LLC	71,800	1.01%	\$ 1,697.67	1,697.67	1,697.67	1,697.67	-								
PF Changs	76,567	1.08%	\$ 1,810.38	1,810.38	1,810.38	1,810.38	-								
Marriott/Safari	142,112	2.01%	\$ 3,360.15	3,360.15	3,360.15	3,360.15	-								
Service Street Auto Repair/Spaco of CO	40,498	0.57%	\$ 957.55	957.55	957.55	957.55	-								
Village Inn	60,205	0.85%	\$ 1,423.51	1,423.51	1,423.51	1,423.51	-								
Vision Works/SLC	47,629	0.67%	\$ 1,126.16	1,126.16	1,126.16	1,126.16	-								
Wal-Mart	1,128,974	15.94%	\$ 26,693.86	26,693.86	26,693.86	26,693.86	26,693.86	20,024.76							
Wal-Mart/Sams Club	566,597	8.00%	\$ 13,396.82	13,396.82	13,396.82	13,396.82	13,396.82	8,013.74							
Wells Fargo	56,923	0.80%	\$ 1,345.91	1,345.91	1,345.91	1,345.91	1,345.91								
Wong 444, Inc./KFC/Harman	51,864	0.73%	\$ 1,226.29	1,226.29	1,226.29	1,226.29	-								
Monthly	7,084,143	100%	\$ 167,500.00	\$ 167,500.00	\$ 167,500.00	\$ 167,500.00	\$ 65,512.59	\$ 39,626.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year-to-Date			\$ 167,500.00	\$ 335,000.00	\$ 502,500.00	\$ 568,012.59	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27	\$ 607,639.27

	AR - 111050	Unearned Revenue - 113141
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	8,397.69	GMRI - Olive Gar 850.14
T-Mobile/ Cleaners/ AKAL Realty	1,099.38	JC Penney 10,206.58
Chili's	2,107.71	Jim N Nick's 531.46
Fitzsimons Credit Union	1,100.24	Wal-Mart 20,024.76
GMRI - Red Lobster/Darden	93.74	Wal-Mart/Sams C 8,013.74
HV-1	1,665.82	
Office Depot/ LEJ Properties	1,679.81	<u>\$ 39,626.68</u>
Jewelers/GNC/ Sprint/ LF-9	1,027.51	
Mountain Del, LLC/ Colorado Del, LLC	1,388.82	
NWSL Power Center, LLC/Southlands PC	32,123.79	
NWSLTown Center, LLC./ Southlands TC	37,670.14	
On The Border	2,031.05	
Dental/Five Guys/ Pacific Aurora LLC	1,697.67	
PF Changs	1,810.38	
Marriott/Safari	3,360.15	
Service Street Auto Repair/Spaco of CO	957.55	
Village Inn	1,423.51	
Vision Works/SLC	1,126.16	
Wong 444, Inc./KFC/Harman	1,226.29	
	<u>\$ 101,987.41</u>	
Rounding	-	
<b>GOF Revenue</b>	<b>670,000.00</b>	

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 METRO DISTRICT NO. 1  
City of Aurora, Arapahoe County, Colorado**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**YEAR ENDED DECEMBER 31, 2020**

**SOUTHLANDS METRO DISTRICT NO. 1  
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YEAR ENDED DECEMBER 31, 2020**

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**INSERT INDEPENDENT AUDITOR'S REPORT**

## **BASIC FINANCIAL STATEMENTS**

**SOUTHLANDS METRO DISTRICT NO. 1  
STATEMENT OF NET POSITION  
DECEMBER 31, 2020**

	Governmental Activities
<b>ASSETS</b>	
Cash and Investments	\$ 2,392,037
Cash and Investments - Restricted	2,460,259
Reimbursement Receivable	1,341
Prepaid Expenses	450
General Operations Fee Receivable	29,090
Receivable from County Treasurer	18,356
Property Taxes Receivable	3,287,045
Capital Assets, Not Being Depreciated	800,281
Capital Assets, Net:	
Streets	8,075,089
Park and Recreation Improvements	2,671,844
Total Assets	19,735,792
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Cost of Refunding	2,267,462
Total Deferred Outflows of Resources	2,267,462
<b>LIABILITIES</b>	
Accounts Payable	320,046
Tenant Operations Fee Refund Payable	585,045
Unearned General Operations Fee	69,794
Accrued Interest Payable	189,464
Noncurrent Liabilities:	
Due Within One Year	714,267
Due in More than One Year	49,121,612
Total Liabilities	51,000,228
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Property Tax Revenue	3,287,045
Total Deferred Inflows of Resources	3,287,045
<b>NET POSITION</b>	
Net Investment in Capital Assets	(19,468,620)
Restricted for:	
Emergency Reserves	70,300
Debt Service	378,536
Unrestricted	(13,264,235)
Total Net Position	\$ (32,284,019)

See accompanying Notes to Basic Financial Statements.

(1)

DRAFT - SUBJECT TO REVISIONS. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**SOUTHLANDS METRO DISTRICT NO. 1  
STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2020**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
FUNCTIONS/PROGRAMS	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary Government:					
Governmental Activities:					
General Government	\$ 3,413,499	\$ 1,763,825	\$ 4,300	\$ -	\$ (1,645,374)
Interest and Related Costs on Long-Term Debt	2,452,109	-	-	-	(2,452,109)
Total Governmental Activities	\$ 5,865,608	\$ 1,763,825	\$ 4,300	\$ -	(4,097,483)
 <b>GENERAL REVENUES</b>					
Property Taxes					3,250,199
Specific Ownership Taxes					246,255
Net Investment Income					19,733
Total General Revenues					3,516,187
 <b>CHANGE IN NET POSITION</b>					
					(581,296)
Net Position - Beginning of Year					(31,702,723)
 <b>NET POSITION - END OF YEAR</b>					
					\$ (32,284,019)

See accompanying Notes to Basic Financial Statements.

**SOUTHLANDS METRO DISTRICT NO. 1  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
DECEMBER 31, 2020**

	General	General Operations Fee	Debt Service	Capital Projects	Total Governmental Funds
<b>ASSETS</b>					
Cash and Investments	\$ 869,578	\$ 1,474,390	\$ -	\$ 48,069	\$ 2,392,037
Cash and Investments - Restricted	17,100	53,200	2,389,959	-	2,460,259
General Operations Fee Receivable	-	29,090	-	-	29,090
Prepaid Expenses	450	-	-	-	450
Receivable from County Treasurer	2,940	-	15,416	-	18,356
Reimbursement Receivable	-	1,341	-	-	1,341
Property Taxes Receivable	492,519	-	2,794,526	-	3,287,045
Total Assets	\$ 1,382,587	\$ 1,558,021	\$ 5,199,901	\$ 48,069	\$ 8,188,578
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>					
<b>LIABILITIES</b>					
Accounts Payable	\$ 18,795	\$ 253,182	\$ -	\$ 48,069	\$ 320,046
Tenant Operations Fee Refund Payable	-	585,045	-	-	585,045
Unearned General Operations Fee	-	69,794	-	-	69,794
Total Liabilities	18,795	908,021	-	48,069	974,885
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Property Tax Revenue	492,519	-	2,794,526	-	3,287,045
Total Deferred Inflows of Resources	492,519	-	2,794,526	-	3,287,045
<b>FUND BALANCES</b>					
Nonspendable:					
Prepaid Expenses	450	-	-	-	450
Restricted for:					
Emergency Reserves	17,100	53,200	-	-	70,300
Debt Service	-	-	2,405,375	-	2,405,375
Committed:					
Operating Reserves	-	596,800	-	-	596,800
Assigned to:					
Subsequent Year's Expenditures	256,006	-	-	-	256,006
Unassigned:					
General Government	597,717	-	-	-	597,717
Total Fund Balances	871,273	650,000	2,405,375	-	3,926,648
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 1,382,587	\$ 1,558,021	\$ 5,199,901	\$ 48,069	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Capital Assets, Net 11,547,214

Long-term liabilities, including bonds payable, are not due and payable in the current period and are not reported in the funds.

Bonds Payable and Bond Premium (49,835,879)  
Cost of Refunding 2,267,462  
Accrued Interest on Bonds Payable (189,464)

Net Position of Governmental Activities \$ (32,284,019)

See accompanying Notes to Basic Financial Statements.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**YEAR ENDED DECEMBER 31, 2020**

	General	General Operations Fee	Debt Service	Capital Projects	Total Governmental Funds
<b>REVENUES</b>					
Property Taxes	\$ 518,359	\$ -	\$ 2,731,840	\$ -	\$ 3,250,199
Specific Ownership Taxes	39,357	-	206,898	-	246,255
General Operations Fee	-	1,754,955	-	-	1,754,955
General Operations Fee - Penalty	-	7,870	-	-	7,870
Reimbursed Expenditures	-	4,300	-	-	4,300
Net Investment Income	8,918	8,056	2,494	265	19,733
Permits and Fees	1,000	-	-	-	1,000
<b>Total Revenues</b>	<b>567,634</b>	<b>1,775,181</b>	<b>2,941,232</b>	<b>265</b>	<b>5,284,312</b>
<b>EXPENDITURES</b>					
General:					
Accounting	54,011	-	-	-	54,011
Audit	5,500	-	-	-	5,500
Billing Services	10,765	-	-	-	10,765
County Treasurer's Fees	7,761	-	-	-	7,761
Directors' Fees	5,600	-	-	-	5,600
District Management	69,047	-	-	-	69,047
Dues and Membership	1,650	-	-	-	1,650
Election	1,034	-	-	-	1,034
Insurance	32,450	-	-	-	32,450
Legal	47,614	-	-	-	47,614
Miscellaneous	10,926	-	-	-	10,926
Public Events	25,400	-	-	-	25,400
Operations:					
Floral	-	224,485	-	-	224,485
Landscape Maintenance and Irrigation Repair	-	153,553	-	-	153,553
Monthly Cleaning	-	171,006	-	-	171,006
Property Maintenance	-	115,396	-	-	115,396
Property Management	-	36,696	-	-	36,696
Repairs and Maintenance	-	40,463	-	-	40,463
Security	-	59,084	-	-	59,084
Signage and Décor	-	192,617	-	-	192,617
Snow Removal	-	236,824	-	-	236,824
Street Repair/Sidewalk	-	84,632	-	-	84,632
Street Lighting/Striping	-	92,218	-	-	92,218
Street Sweeping	-	22,860	-	-	22,860
Utilities	-	174,798	-	-	174,798
Debt Service:					
Bond Interest - Series 2017 A-1	-	-	2,104,250	-	2,104,250
Bond Interest - Series 2017 A-2	-	-	185,975	-	185,975
Bond Principal - Series 2017 A-1	-	-	510,000	-	510,000
Bond Principal - Series 2017 A-2	-	-	45,000	-	45,000
County Treasurer's Fees	-	-	40,904	-	40,904
Paying Agent Fees	-	-	5,500	-	5,500
Capital Outlay					
Medians	-	-	-	12,129	12,129
HUB/Landscape	-	-	-	777,503	777,503
<b>Total Expenditures</b>	<b>271,758</b>	<b>1,604,632</b>	<b>2,891,629</b>	<b>789,632</b>	<b>5,557,651</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>295,876</b>	<b>170,549</b>	<b>49,603</b>	<b>(789,367)</b>	<b>(273,339)</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer (To)/From Other Fund	(697,643)	-	-	697,643	-
<b>Total Other Financing Sources</b>	<b>(697,643)</b>	<b>-</b>	<b>-</b>	<b>697,643</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>(401,767)</b>	<b>170,549</b>	<b>49,603</b>	<b>(91,724)</b>	<b>(273,339)</b>
Fund Balances - Beginning of Year	1,273,040	479,451	2,355,772	91,724	4,199,987
<b>FUND BALANCES - END OF YEAR</b>	<b>\$ 871,273</b>	<b>\$ 650,000</b>	<b>\$ 2,405,375</b>	<b>\$ -</b>	<b>\$ 3,926,648</b>

See accompanying Notes to Basic Financial Statements.

**SOUTHLANDS METRO DISTRICT NO. 1  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
YEAR ENDED DECEMBER 31, 2020**

Net Change in Fund Balances - Total Governmental Funds \$ (273,339)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.

Depreciation Expense	(1,537,109)
Capital Outlay	789,632

The issuance of long-term debt (e.g., bonds, receipt of Developer advances) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Bond Principal Payment - Series 2017 A-1	510,000
Bond Principal Payment - Series 2017 A-2	45,000
Amortization of Bond Premium	145,324
Amortization of Cost of Refunding	(262,192)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Accrued Interest on Bonds - Change in Liability	1,388
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Change in Net Position of Governmental Activities	\$ (581,296)
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See accompanying Notes to Basic Financial Statements.

**SOUTHLANDS METRO DISTRICT NO. 1  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 555,386	\$ 518,359	\$ (37,027)
Specific Ownership Taxes	33,320	39,357	6,037
Net Investment Income	20,000	8,918	(11,082)
Permits and Fees	-	1,000	1,000
Total Revenues	<u>608,706</u>	<u>567,634</u>	<u>(41,072)</u>
<b>EXPENDITURES</b>			
Accounting	63,000	54,011	8,989
Audit	6,000	5,500	500
Billing Services	10,000	10,765	(765)
Contingency	12,669	-	12,669
County Treasurer's Fees	8,331	7,761	570
Directors' Fees	6,000	5,600	400
District Management	65,000	69,047	(4,047)
Dues and Membership	2,000	1,650	350
Election	2,000	1,034	966
Insurance	33,000	32,450	550
Legal	65,000	47,614	17,386
Miscellaneous	1,000	10,926	(9,926)
Public Events	45,000	25,400	19,600
Total Expenditures	<u>319,000</u>	<u>271,758</u>	<u>47,242</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	289,706	295,876	6,170
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfer to Other Fund	(922,555)	(697,643)	224,912
Total Other Financing Sources (Uses)	<u>(922,555)</u>	<u>(697,643)</u>	<u>224,912</u>
<b>NET CHANGE IN FUND BALANCE</b>	(632,849)	(401,767)	231,082
Fund Balance - Beginning of Year	<u>1,255,548</u>	<u>1,273,040</u>	<u>17,492</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 622,699</u>	<u>\$ 871,273</u>	<u>\$ 248,574</u>

See accompanying Notes to Basic Financial Statements.

**SOUTHLANDS METRO DISTRICT NO. 1  
GENERAL OPERATIONS FEE FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
General Operations Fee	\$ 2,340,000	\$ 1,754,955	\$ (585,045)
General Operations Fee - Penalty	1,000	7,870	6,870
Net Investment Income	8,000	8,056	56
Reimbursed Expenditures	-	4,300	4,300
Total Revenues	<u>2,349,000</u>	<u>1,775,181</u>	<u>(573,819)</u>
<b>EXPENDITURES</b>			
Floral	275,000	224,485	50,515
Landscape Maintenance and Irrigation Repair	400,000	153,553	246,447
Monthly Cleaning	215,000	171,006	43,994
Pest Control	10,000	-	10,000
Property Maintenance	116,000	115,396	604
Property Management	40,000	36,696	3,304
Repairs and Maintenance	300,000	40,463	259,537
Security	80,000	59,084	20,916
Signage and Décor	110,000	192,617	(82,617)
Snow Removal	400,000	236,824	163,176
Street Repair/Sidewalk	115,000	84,632	30,368
Street Lighting/Striping	100,000	92,218	7,782
Street Sweeping	25,000	22,860	2,140
Traffic Signal Maintenance	3,000	-	3,000
Utilities	160,000	174,798	(14,798)
Total Expenditures	<u>2,349,000</u>	<u>1,604,632</u>	<u>744,368</u>
<b>NET CHANGE IN FUND BALANCE</b>	-	170,549	170,549
Fund Balance - Beginning of Year	<u>500,000</u>	<u>479,451</u>	<u>(20,549)</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 500,000</u>	<u>\$ 650,000</u>	<u>\$ 150,000</u>

See accompanying Notes to Basic Financial Statements.

(7)

DRAFT - SUBJECT TO REVISIONS. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 1 DEFINITION OF REPORTING ENTITY**

Southlands Metro District No. 1 (the District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized on November 18, 2002, and is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in the City of Aurora, Arapahoe County, Colorado. The District was established to provide financing for the design, acquisition, construction and installation of public facilities such as water, streets, traffic and safety controls, parks, open space and recreation, sewer and drainage facilities, and the operations and maintenance of the District.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

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

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The more significant accounting policies of the District are described as follows:

**Government-Wide and Fund Financial Statements**

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Government-Wide and Fund Financial Statements (Continued)**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as a functional expense on the statement of activities. Expenditures for property, plant, and equipment are shown as increases in assets and redemption of bonds and notes are recorded as a reduction in liabilities.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes and specific ownership taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred, or the long-term obligation is due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The General Operations Fee Fund accounts for general operations fees collected from property owners and payments for operations and maintenance expenses.

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation  
(Continued)**

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities

**Budgets**

In accordance with the State Budget Law of Colorado, the District's Board of Directors holds public hearings in the fall of each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

**Pooled Cash and Investments**

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

**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.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Capital Assets**

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of net investment in capital assets of the District's net position.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Depreciation expense has been computed using the straight-line method over the following estimated economic useful lives:

Streets	20 Years
Park and Recreation Improvements	20 Years

**Accounts Receivable**

In the government-wide financial statements, receivables are reported at their gross value and, when appropriate, are reduced by the estimated portion that is expected to be uncollectible.

**Resolution Concerning the Imposition of a General Operations Fee**

On August 4, 2011, the District adopted the Resolution Concerning the Imposition of a General Operations Fee whereby the District fixed and imposed fees, rates, tolls, charges, and penalties for services or facilities provided by the District. Any fee that is not paid in full within 15 days after the scheduled due date is assessed a late fee of \$15 or up to 5% per month, or a fraction thereof, not to exceed a total of 25% of the amount due. Interest accrues on any outstanding fee, exclusive of assessed late fees and interest, at the rate of 18% per year.

On March 13, 2014, the District amended the above named resolution to clarify the funding of an operations reserve and capital reserve, capital replacement costs, as well as costs associated with providing the services, in order that the public facilities may be properly provided and maintained and that the health, safety, and welfare of the District and its inhabitants may be safeguarded. Excess fees at year-end are reflected as committed fund balance.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Amortization**

**Bond Premium**

In the government-wide financial statements, bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

**Cost of Bond Refunding**

In the government-wide financial statements, the deferred cost of bond refunding is being amortized using the interest method over the life of the refunded bonds. The amortization amount is a component of interest expense and the unamortized deferred cost is reflected as a deferred outflow of resources.

**Deferred Inflows/Outflows of Resources**

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *cost of refunding*, is deferred and recognized as an outflow of resources in the period that the amount is incurred.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

**Equity**

**Net Position**

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Equity (Continued)**

**Fund Balance**

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

*Nonspendable Fund Balance* – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

*Restricted Fund Balance* – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

*Committed Fund Balance* – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

*Assigned Fund Balance* – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

*Unassigned Fund Balance* – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS**

Cash and investments as of December 31, 2020, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 2,392,037
Cash and Investments - Restricted	<u>2,460,259</u>
Total Cash and Investments	<u><u>\$ 4,852,296</u></u>

Cash and investments as of December 31, 2020, consist of the following:

Deposits with Financial Institutions	\$ 284,045
Investments	<u>4,568,251</u>
Total Cash and Investments	<u><u>\$ 4,852,296</u></u>

**Deposits with Financial Institutions**

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2020, the District's cash deposits had a bank balance and a carrying balance of \$284,045.

**Investments**

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (\*) below, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS (CONTINUED)**

**Investments (Continued)**

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- \* Certain money market funds
- . Guaranteed investment contracts
- \* Local government investment pools

As of December 31, 2020, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted Average under 60 Days	\$ 2,178,292
Fidelity Treasury Fund - Class III	Weighted Average under 60 Days	2,389,959
Total		<u>\$ 4,568,251</u>

**COLOTRUST**

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1.00. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper and any security allowed under CRS 24-75-601. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST is rated AAAM by Standard & Poor's. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 3 CASH AND INVESTMENTS (CONTINUED)**

**Fidelity Investments**

Debt service monies included in the trust accounts at UMB were invested in the Fidelity Treasury Fund Class III (the Fund). This portfolio is a money market mutual fund which invests in U.S. government securities, which are fully guaranteed as to principal and interest by the United States, with repurchase agreements collateralized by U.S. government securities. The Fund is rated AAA-mf by Moody's and AAAM by Standard & Poor's. The Fund records its investments at amortized cost and the District records its investments in the Fund using the amortized cost method. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period.

**NOTE 4 CAPITAL ASSETS**

An analysis of the changes in capital assets for the year ended December 31, 2020 follows:

	Balance at December 31, 2019	Increases	Decreases	Balance at December 31, 2020
<b><u>Primary Government:</u></b>				
Capital Assets, Not Being Depreciated:				
Construction in Progress:	\$ 10,649	\$ 789,632	\$ -	\$ 800,281
Total Capital Assets, Not Being Depreciated	10,649	789,632	-	800,281
Capital Assets, Being Depreciated:				
Streets	22,218,636	-	-	22,218,636
Park and Recreation Improvements	8,523,542	-	-	8,523,542
Total Capital Assets, Being Depreciated	30,742,178	-	-	30,742,178
Less Accumulated Depreciation:				
Streets	(13,032,615)	(1,110,932)	-	(14,143,547)
Park and Recreation Improvements	(5,425,521)	(426,177)	-	(5,851,698)
Total Accumulated Depreciation	(18,458,136)	(1,537,109)	-	(19,995,245)
Total Capital Assets, Being Depreciated, Net	12,284,042	(1,537,109)	-	10,746,933
Capital Assets, Net	<u>\$ 12,294,691</u>	<u>\$ (747,477)</u>	<u>\$ -</u>	<u>\$ 11,547,214</u>

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 4 CAPITAL ASSETS (CONTINUED)**

Depreciation expense was charged to functions/programs of the primary government as follows:

General Government	\$ 1,537,109
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**NOTE 5 LONG-TERM OBLIGATIONS**

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2020:

	Balance at December 31, 2019	Additions	Retirements	Balance at December 31, 2020	Due Within One Year
G.O. Refunding Bonds - Series 2017 A-1	\$ 43,815,000	\$ -	\$ 510,000	\$ 43,305,000	\$ 525,000
G.O. Refunding Bonds - Series 2017 A-2	3,870,000	-	45,000	3,825,000	45,000
Unamortized Bond Premium Series 2017 A-1	2,619,373	-	133,513	2,485,860	132,542
Unamortized Bond Premium Series 2017 A-2	231,830	-	11,811	220,019	11,725
Total	\$ 50,536,203	\$ -	\$ 700,324	\$ 49,835,879	\$ 714,267

The details of the District's long-term obligations are as follows:

**General Obligation Bonds – Series 2017**

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 issuance 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 in the amount of \$1,687,625 and the 2017A-2 Reserve Fund in the amount of \$149,750); and (iii) paying costs of issuance of the 2017 Bonds.

The 2017 Bonds, maturing on December 1, 2047 with 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, 2037 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, 2027 and on any date thereafter, at a redemption price equal to the par amount thereof plus accrued interest to the redemption date.

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**General Obligation Bonds – Series 2017 (Continued)**

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.

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’s Series 2017A-1 Bonds principal and interest will mature as follows:

<u>Year Ending December 31.</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 525,000	\$ 2,088,950	\$ 2,613,950
2022	590,000	2,073,200	2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026-2030	4,480,000	9,595,525	14,075,525
2031-2035	6,430,000	8,329,500	14,759,500
2036-2040	9,070,000	6,472,250	15,542,250
2041-2045	12,405,000	3,888,250	16,293,250
2046-2047	7,805,000	631,250	8,436,250
Total	<u>\$ 43,305,000</u>	<u>\$ 39,178,750</u>	<u>\$ 82,483,750</u>

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**General Obligation Bonds – Series 2017 (Continued)**

The District's Series 2017A-2 Bonds principal and interest will mature as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 45,000	\$ 184,625	\$ 229,625
2022	50,000	183,275	233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026-2030	395,000	848,500	1,243,500
2031-2035	565,000	736,750	1,301,750
2036-2040	805,000	572,500	1,377,500
2041-2045	1,095,000	343,750	1,438,750
2046-2047	690,000	55,750	745,750
Total	<u>\$ 3,825,000</u>	<u>\$ 3,464,525</u>	<u>\$ 7,289,525</u>

**Debt Authorization**

On July 16, 2007, the City Council approved an amendment to the service plan, which permits the District to impose an unlimited mill levy and to increase its debt limit to \$60,000,000. On January 11, 2016, the City Council approved a second amendment to the service plan which increases the debt issuance limitation to \$125,000,000.

In November 2002, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$113,000,000 at an interest rate not to exceed 18% per annum. In November 2008, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$560,000,000 at an interest rate not to exceed 18% per annum. At December 31, 2020, the District had authorized but unissued indebtedness in the following amount for the following purposes:

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)**

**Debt Authorization (Continued)**

	Amount	Amount	Authorization Used				Authorized But Unissued
	Authorized on	Authorized on	Series 2004	Series 2007	Series 2016	Series 2017	
	November 5, 2002	November 4, 2008	Bonds	Bonds	Loan	Bonds	
Street Improvements	\$ 41,400,000	\$ 40,000,000	\$ 27,310,000	\$ 12,679,958	\$ 4,250,000	\$ -	\$ 37,160,042
Sewer Improvements	4,885,000	40,000,000	1,494,000	210,000	-	-	43,181,000
Park and Recreation Improvements	7,625,000	40,000,000	6,150,000	897,000	-	-	40,578,000
Traffic and Safety Protection Improvements	1,995,000	40,000,000	285,000	-	-	-	41,710,000
Public Transportation	2,505,000	40,000,000	-	-	-	-	42,505,000
Water Improvements	4,590,000	40,000,000	1,270,000	-	-	-	43,320,000
Mosquito Control	-	40,000,000	-	-	-	-	40,000,000
Fire Protection	-	40,000,000	-	-	-	-	40,000,000
Television Relay and Transmission	-	40,000,000	-	-	-	-	40,000,000
Security Services	-	40,000,000	-	-	-	-	40,000,000
Operations and Maintenance	1,000,000	40,000,000	-	-	-	-	41,000,000
Intergovernmental Contracts	-	40,000,000	-	-	-	-	40,000,000
Public Improvements Operations and Maintenance	-	40,000,000	-	-	-	-	40,000,000
Debt Refunding	49,000,000	40,000,000	-	8,644,042	-	3,945,000	76,410,958
Totals	<u>\$ 113,000,000</u>	<u>\$ 560,000,000</u>	<u>\$ 36,509,000</u>	<u>\$ 22,431,000</u>	<u>\$ 4,250,000</u>	<u>\$ 3,945,000</u>	<u>\$ 605,865,000</u>

Pursuant to the Service Plan, the District is permitted to issue bond indebtedness of up to \$125,000,000.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

The 2017A-1 Bonds do not consume any authorized amount because they were issued at a lower interest rate than the Bonds they refunded.

**SOUTHLANDS METRO DISTRICT NO. 1  
NOTES TO BASIC FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**NOTE 6 NET POSITION**

The District has net position consisting of three components - net investment in capital assets, restricted, and unrestricted.

The net investment in capital assets component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2020, the District had the following net investment in capital assets, calculated as follows:

	Governmental Activities
Net Investment in Capital Assets:	
Capital Assets, Net	\$ 11,547,214
Current Portion of Long-Term Obligations	(461,548)
Noncurrent Portion of Long-Term Obligations	(31,741,618)
Portion of Debt Related to Restricted Cash and Investments	1,187,332
Net Investment in Capital Assets	\$ (19,468,620)

The restricted component of net position consists of restricted assets that are restricted for use either externally by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had a restricted net position at December 31, 2020, as follows:

	Governmental Activities
Restricted Net Position:	
Emergencies	\$ 70,300
Debt Service	378,536
Total Restricted Net Position	\$ 448,836

The District has a deficit in unrestricted net position. This deficit amount is a result of the District being responsible for the repayment of bonds issued for public improvements which were conveyed to other governmental entities and which costs were removed from the District's financial records.

**NOTE 7 INTERFUND TRANSFERS**

The transfer from the General Fund to the Capital Projects Fund was made to support budgeted capital expenditures.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 8 RELATED PARTY**

M & J Wilkow Properties, LLC, is contracted to provide property management service to the District. Four members of the Board of Directors are employees or contractors directly hired by M & J Wilkow Properties, LLC. M & J Wilkow Properties, LLC owns property at Southlands under the following entities: Southlands TC, LLC and Southlands PC, LLC. These entities and their affiliates may have conflicts of interest in dealing with the District.

**NOTE 9 AGREEMENTS**

**District IGA**

The District and Southlands Metropolitan District No. 2 (District No. 2) entered into an Intergovernmental Agreement dated June 30, 2004, and amended pursuant to a first amendment dated December 7, 2004, and second amendment dated August 24, 2007 (the District IGA), concerning the manner in which the Districts are to coordinate the financing, construction, operation and maintenance of certain Regional Improvements contemplated in the Service Plans. The District IGA sets forth the agreement of the Districts with respect to the equitable allocation of costs associated with certain regional improvements, including improvements to Aurora Parkway, Smoky Hill Road, and certain bridge widening and landscape improvements (Regional Improvements). The District IGA indicates that the District and District No. 2 (collectively, the Districts) made a determination that, because development had not yet commenced in District No. 2, the District shall undertake the construction of the Regional Improvements and it is District No. 2's intent to reimburse the District for District No. 2's equitable share of the costs associated with the Regional Improvements upon District No. 2's issuance of bonds in an amount sufficient to reimburse the District, and the Districts agree that it is appropriate to utilize all or a portion of net bond proceeds for reimbursement.

**NOTE 10 RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts, thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees, or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery and workers compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, workers compensation, and property and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**DECEMBER 31, 2020**

**NOTE 11 TAX, SPENDING, AND DEBT LIMITATIONS**

Article X, Section 20 of the Colorado Constitution, referred to as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

In November 2002, a majority of the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitation under TABOR. At the November 2008 election, the District's electors authorized the District to collect, retain, and spend the full amount of taxes, tax increment revenues, tap fees, park fees, facility fees, service charges, inspection charges, administrative charges, grants or any other fees collected or received by the District prior to, through and during 2008 and each fiscal year thereafter, without regard to any limitation under TABOR.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

## **SUPPLEMENTARY INFORMATION**

**SOUTHLANDS METRO DISTRICT NO. 1  
DEBT SERVICE FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Property Taxes	\$ 2,919,618	\$ 2,731,840	\$ (187,778)
Specific Ownership Taxes	175,000	206,898	31,898
Net Investment Income	50,000	2,494	(47,506)
Total Revenues	<u>3,144,618</u>	<u>2,941,232</u>	<u>(203,386)</u>
<b>EXPENDITURES</b>			
Bond Interest - Series 2017 A-1	2,104,250	2,104,250	-
Bond Interest - Series 2017 A-2	185,975	185,975	-
Bond Principal - Series 2017 A-1	510,000	510,000	-
Bond Principal - Series 2017 A-2	45,000	45,000	-
Contingency	10,481	-	10,481
County Treasurer's Fees	43,794	40,904	2,890
Paying Agent Fees	5,500	5,500	-
Total Expenditures	<u>2,905,000</u>	<u>2,891,629</u>	<u>13,371</u>
<b>NET CHANGE IN FUND BALANCE</b>	239,618	49,603	(190,015)
Fund Balance - Beginning of Year	<u>2,354,202</u>	<u>2,355,772</u>	<u>1,570</u>
<b>FUND BALANCE - END OF YEAR</b>	<u><u>\$ 2,593,820</u></u>	<u><u>\$ 2,405,375</u></u>	<u><u>\$ (188,445)</u></u>

**SOUTHLANDS METRO DISTRICT NO. 1  
CAPITAL PROJECTS FUND  
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –  
BUDGET AND ACTUAL  
YEAR ENDED DECEMBER 31, 2020**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>			
Net Investment Income	\$ -	\$ 265	\$ 265
Total Revenues	<u>-</u>	<u>265</u>	<u>265</u>
<b>EXPENDITURES</b>			
Medians	225,000	12,129	212,871
HUB/Landscape	800,000	777,503	22,497
Total Expenditures	<u>1,025,000</u>	<u>789,632</u>	<u>235,368</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(1,025,000)	(789,367)	235,633
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfer from Other Fund	922,555	697,643	(224,912)
Total Other Financing Sources (Uses)	<u>922,555</u>	<u>697,643</u>	<u>(224,912)</u>
<b>NET CHANGE IN FUND BALANCE</b>	(102,445)	(91,724)	10,721
Fund Balance - Beginning of Year	<u>102,445</u>	<u>91,724</u>	<u>(10,721)</u>
<b>FUND BALANCE - END OF YEAR</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

## **OTHER INFORMATION**

**SOUTHLANDS METRO DISTRICT NO. 1  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY  
DECEMBER 31, 2020**

Bonds and Interest Maturing in the Year Ending December 31,	\$44,690,000 General Obligation Refunding Bonds Series 2017 A-1 Dated December 1, 2017 Interest at 3.000%-5.000% Payable June 1 and December 1 Principal Due December 1			\$3,945,000 General Obligation Refunding Bonds Series 2017 A-2 Dated December 1, 2017 Interest at 3.000%-5.000% Payable June 1 and December 1 Principal Due December 1			Totals		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2021	\$ 525,000	\$ 2,088,950	\$ 2,613,950	\$ 45,000	\$ 184,625	\$ 229,625	\$ 570,000	\$ 2,273,575	\$ 2,843,575
2022	590,000	2,073,200	2,663,200	50,000	183,275	233,275	640,000	2,256,475	2,896,475
2023	610,000	2,055,500	2,665,500	55,000	181,775	236,775	665,000	2,237,275	2,902,275
2024	685,000	2,034,150	2,719,150	60,000	179,850	239,850	745,000	2,214,000	2,959,000
2025	705,000	2,010,175	2,715,175	65,000	177,750	242,750	770,000	2,187,925	2,957,925
2026	785,000	1,985,500	2,770,500	70,000	175,475	245,475	855,000	2,160,975	3,015,975
2027	815,000	1,958,025	2,773,025	65,000	173,025	238,025	880,000	2,131,050	3,011,050
2028	895,000	1,929,500	2,824,500	80,000	170,750	250,750	975,000	2,100,250	3,075,250
2029	940,000	1,884,750	2,824,750	85,000	166,750	251,750	1,025,000	2,051,500	3,076,500
2030	1,045,000	1,837,750	2,882,750	95,000	162,500	257,500	1,140,000	2,000,250	3,140,250
2031	1,100,000	1,785,500	2,885,500	95,000	157,750	252,750	1,195,000	1,943,250	3,138,250
2032	1,210,000	1,730,500	2,940,500	105,000	153,000	258,000	1,315,000	1,883,500	3,198,500
2033	1,270,000	1,670,000	2,940,000	110,000	147,750	257,750	1,380,000	1,817,750	3,197,750
2034	1,390,000	1,606,500	2,996,500	125,000	142,250	267,250	1,515,000	1,748,750	3,263,750
2035	1,460,000	1,537,000	2,997,000	130,000	136,000	266,000	1,590,000	1,673,000	3,263,000
2036	1,595,000	1,464,000	3,059,000	140,000	129,500	269,500	1,735,000	1,593,500	3,328,500
2037	1,675,000	1,384,250	3,059,250	150,000	122,500	272,500	1,825,000	1,506,750	3,331,750
2038	1,820,000	1,300,500	3,120,500	160,000	115,000	275,000	1,980,000	1,415,500	3,395,500
2039	1,910,000	1,209,500	3,119,500	170,000	107,000	277,000	2,080,000	1,316,500	3,396,500
2040	2,070,000	1,114,000	3,184,000	185,000	98,500	283,500	2,255,000	1,212,500	3,467,500
2041	2,170,000	1,010,500	3,180,500	190,000	89,250	279,250	2,360,000	1,099,750	3,459,750
2042	2,345,000	902,000	3,247,000	205,000	79,750	284,750	2,550,000	981,750	3,531,750
2043	2,460,000	784,750	3,244,750	220,000	69,500	289,500	2,680,000	854,250	3,534,250
2044	2,650,000	661,750	3,311,750	235,000	58,500	293,500	2,885,000	720,250	3,605,250
2045	2,780,000	529,250	3,309,250	245,000	46,750	291,750	3,025,000	576,000	3,601,000
2046	2,985,000	390,250	3,375,250	265,000	34,500	299,500	3,250,000	424,750	3,674,750
2047	4,820,000	241,000	5,061,000	425,000	21,250	446,250	5,245,000	262,250	5,507,250
<b>Totals</b>	<b>\$ 43,305,000</b>	<b>\$ 39,178,750</b>	<b>\$ 82,483,750</b>	<b>\$ 3,825,000</b>	<b>\$ 3,464,525</b>	<b>\$ 7,289,525</b>	<b>\$ 47,130,000</b>	<b>\$ 42,643,275</b>	<b>\$ 89,773,275</b>

**SOUTHLANDS METRO DISTRICT NO. 1  
SUMMARY OF ASSESSED VALUATION, MILL LEVY, AND  
PROPERTY TAXES COLLECTED  
DECEMBER 31, 2020**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Total Mills Levied		Total Property Taxes		Percent Collected to Levied	Delinquent Taxes Collected / Abatements	Plus Delinquent Taxes Collected Less Abatements	Percent Collected Plus Delinquent Taxes Collected Less Abatements to Levied
		General Operations	Debt Service	Levied	Collected				
2016	\$ 71,722,499 (a)	7.548	53.000	\$ 4,319,296	\$ 4,206,709	97.39 %	\$ (248,520)	\$ 3,958,189	91.64 %
2017	67,882,968 (b)	3.548	58.000	4,167,252	4,116,296	98.78	(5,086)	4,111,210	98.66
2018	73,934,787 (c)	3.000	36.750	2,918,678	2,824,863	96.79	2,207	2,827,070	96.86
2019	71,858,462 (d)	7.000	37.500	3,165,381	3,149,415	99.50	3,705	3,153,120	99.61
2020	82,560,167 (e)	7.000	35.500	3,475,004	3,330,974	95.86	(80,775)	3,250,199	93.53

Estimated for  
year ending  
December 31,  
2021      \$ 79,041,336 (f)      6.500      35.500      \$ 3,287,045

**NOTE:**

Property taxes shown as collected in any one year include collection of delinquent property taxes or abatements of property taxes assessed in prior years. This presentation does not attempt to identify specific years of assessment.

- (a) - Certified Assessed Value of \$3,094,513 is for Arapahoe County debt only.
- (b) - Certified Assessed Value of \$3,046,494 is for Arapahoe County debt only.
- (c) - Certified Assessed Value of \$3,236,755 is for Arapahoe County debt only.
- (d) - Certified Assessed Value of \$3,078,108 is for Arapahoe County debt only.
- (e) - Certified Assessed Value of \$3,219,321 is for Arapahoe County debt only.
- (f) - Certified Assessed Value of \$3,269,181 is for Arapahoe County debt only.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**ASSESSED VALUATION OF CLASSES OF PROPERTY OF THE DISTRICT**  
**DECEMBER 31, 2020**  
**(UNAUDITED)**

<u>Class</u>	<u>Total Assessed Valuation</u>	<u>Percent of Total Assessed Valuation</u>
Commercial	\$ 71,740,517	90.76%
Vacant Land	418,708	0.53%
Personal Property	6,881,661	8.71%
State Assessed	450	0.00%
Total	<u>\$ 79,041,336</u>	<u>100.00%</u>

**SOUTHLANDS METRO DISTRICT NO. 1  
TAXPAYERS IN THE DISTRICT  
DECEMBER 31, 2020  
(UNAUDITED)**

**Taxpayers Within The District**

<u>Taxpayer Name</u>	<u>2020 Assessed Valuation</u>	<u>Percent of Total Assessed Valuation (1)</u>
NWSL TOWN CENTER LLC	\$ 24,025,340	30.40 %
WAL-MART REAL ESTATE BUSINESS	4,736,933	5.99
NWSL POWER CENTER LLC	4,712,500	5.96
SAM'S CLUB REAL ESTATE	3,058,175	3.87
LOWES HOME IMPROVEMENT WAREHOUSE *	3,690,008	4.67
J.C. PENNEY PROPERTIES INC	2,742,287	3.47
QWEST CORPORATION	458,000	0.58
AMERICAN MULTI - CINEMA	397,373	0.50
MISTER CAR WASH	211,573	0.27
DICK'S SPORTING GOODS	187,321	0.24
Total	<u>\$ 44,219,510</u>	<u>55.95%</u>

(1) Based on a 2020 certified assessed valuation of \$75,772,155.

\* Note: Debt only (not in the District)

**Taxpayers Within The Excluded Property**

<u>Taxpayer Name</u>	<u>2020 Assessed Valuation</u>	<u>Percent of Total Assessed Valuation (1)</u>
LOWES HOME IMPROVEMENT WAREHOUSE	\$ 3,252,470	99.49 %
QWEST CORPORATION	7,300	0.22
PUBLIC SERVICES OF COLORADO	5,300	0.16
HILLMAN GROUP INC	3,848	0.12
GRAYHAWK LEASING LLC	153	0.01
COMPASS GROUP USA INC	99	0.00
PRIMO WATER CORP	11	0.00
Total	<u>\$ 3,269,181</u>	<u>100.00%</u>

(1) Based on a 2020 certified assessed valuation of \$3,269,181.

**SOUTHLANDS METRO DISTRICT NO. 1**  
**ESTIMATED OVERLAPPING GENERAL OBLIGATION DEBT**  
**DECEMBER 31, 2020**  
**(UNAUDITED)**

Entity	2020 Assessed Valuation	Outstanding General Obligation Debt	Outstanding General Obligation Debt Attributed to the District	
			Percent	Debt
City of Aurora	\$ 5,541,918,846	None	1.43%	None
Cherry Creek School District #5	\$ 7,136,942,373	\$ 514,280,000	1.11%	\$ 5,695,629
				<u>\$ 5,695,629</u>

**Exclusion Adjusted Taxing Area Historical Debt Ratios**

	Years Ended December 31				
	2016	2017	2018	2019	2020
General Obligation Debt Outstanding	\$ 55,385,000	\$ 44,690,000	\$ 44,260,000	\$ 43,815,000	\$ 43,305,000
Assessed Value - Exclusion					
Adjusted Taxing Area	\$ 67,882,968	\$ 73,934,787	\$ 71,858,462	\$ 82,560,167	\$ 79,041,336
Ratio of Debt to Assessed Value	81.59%	60.45%	61.59%	53.07%	54.79%

**INDEPENDENT CONTRACTOR AGREEMENT**  
**(2021 FLORAL SERVICES)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 20<sup>th</sup> day of April, 2021, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and WESTERN PROSCAPES, INC., a Colorado corporation (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 18 hereof; (ii) completion of the Services; or (iii) December 31, 2021.

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 10<sup>th</sup> 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 10<sup>th</sup> 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 D. 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 27 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 illegal aliens 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 illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in 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 an illegal alien 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 an illegal alien, the Contractor shall be required to:

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

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 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 and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations 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 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 15, 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 arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, 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 15 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 15. 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 19. 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 20 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 20 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: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Clint C. Waldron, Esq.  
Phone: (303) 858-1800  
E-mail: [cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)

Contractor:

Western Proscapes, Inc.  
3160 S. Zuni St. #201  
Englewood, CO 80110  
Attention: Susan Probeck  
Phone: (303) 789-3934

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.

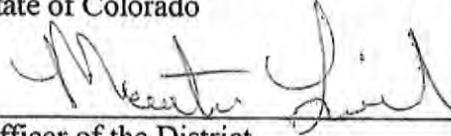
34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. 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 2021 Floral Services with  
Western Proscapes, Inc., dated April 20, 2021*

**CONTRACTOR:**  
WESTERN PROSCAPES, INC., a Colorado  
corporation

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, by \_\_\_\_\_, as the \_\_\_\_\_ of Western Proscapes, Inc.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*Contractor's Signature Page to Independent Contractor Agreement for 2021 Floral Services  
with Southlands Metropolitan District No. 1, dated April 20, 2021*

**EXHIBIT A**

**SCOPE OF SERVICES/COMPENSATION SCHEDULE**



**Western Proscapes, Inc.**

3160 S Zuni St, Suite 201, Englewood, Co 80110

Phone: 303.789.3934

Quotation For

Southlands

Date: 5/20/2021

Quotation #: 2205A

Customer ID: Southlands

Quotation valid until: 6/19/2021

Prepared by: TARA F.

**Comments or Special Instructions**

**\*\*\*If Irrigation modifications are needed they will be completed on a T&M Basis an billed separately.\*\*\***  
**\*\*\*Our labor costs have increased significantly and will continue to increase.\*\*\***

**Description of Work:**

2021 Summer Floral

Quantity	Description	Unit Price	Taxable?	Amount
1	Monument Entry beds - S. Aurora Pkwy & E Orchard Rd NW & SW Corners - 2 Beds total ( 60 Flats)	\$ 12,000.00	No	\$ 12,000.00
1	Monument Entry beds - S. Aurora Pkwy & E Commons Ave NW & NE Corners - (40 Flats)	\$ 6,000.00	No	\$ 6,000.00
1	Monument Sign Bed - Located on S. Aurora Pkwy between E Commons Ave & S. Southlands Pkwy - Just south of E Commons Ave - 1 Bed that wraps around sign (8 Flats)	\$ 1,200.00	No	\$ 1,200.00
1	Monument Sign Bed - Located on S. Aurora Pkwy between E Commons Ave & S. Southlands Pkwy - Just North of S. Southlands Pkwy - 1 Bed that wraps around sign (8 Flats)	\$ 1,200.00	No	\$ 1,200.00
1	Monument Entry beds - S. Aurora Pkwy & S. Southlands Pkwy - NW & NE Corners (20 Flats)	\$ 3,000.00	No	\$ 3,000.00

5/20/2021

1 of 3

1	Monument Sign Bed located at S. Aurora Pkwy & Smokey Hill Rd. (15 Flats)	\$ 2,250.00	No	\$ 2,250.00
1	Monument Sign Beds located at Smokey Hill Rd. & S. Main St. NE & NW Corners (40 Flats)	\$ 7,500.00	No	\$ 7,500.00
1	S. Main St. & S. Southlands Pkwy Intersection SW Corner Annual Bed shaped Like an L (20 Flats)	\$ 3,000.00	No	\$ 3,000.00
1	S. Southlands Pkwy & E. Orchard Rd Intersection - NE & SE Corner Beds (12 Flats)	\$ 1,700.00	No	\$ 1,700.00
1	E. Orchard Rd & S. Central St. - NW, NE & SW Corners annual beds (17 Flats)	\$ 2,900.00	No	\$ 2,900.00
1	E. Commons Ave. & S. Central St. - NW & SW corners Island tip on the west side of intersection - this area was not color coded for annuals however there are flower beds that are normally planted (2-beds by the walls and Island tip) (20 Flats)	\$ 2,250.00	No	\$ 2,250.00
1	S. Central St. & S. Southlands Pkwy - NE Corner (12 Flats)	\$ 1,000.00	No	\$ 1,000.00
1	S. Southlands Pkwy & S. Main St. N side of intersection Island Tip (46 Flats)	\$ 1,500.00	No	\$ 1,500.00
	New Monument Sign Bed TBD South Island Tip	TBD		TBD
1	S. main St. & E. State Ave Intersection - 1 bed per side - center areas only - total of 4 beds (60 Flats)	\$ 4,700.00	No	\$ 4,700.00
1	S. main St. & E. Commons Ave Intersection - 1 bed per side - center areas only - total of 4 beds (48 Flats)	\$ 4,000.00	No	\$ 4,000.00
1	S. main St. & E. Town Square Ave Intersection - SW & SE Corner beds, E. Town Square Ave - Total of 3 beds (20 Flats)	\$ 3,200.00	No	\$ 3,200.00
1	(3) New Pots in the plaza area (5 Flats and 6 Grasses)	\$ 1,125.00	No	\$ 1,125.00
1	7 Qty 48" Pots - #5 center piece with annuals around the entire center piece with foliage cascading down the sides	\$ 1,638.00	No	\$ 1,638.00
1	300 Qty 20" - Hanging Baskets - installation and maintenance only	\$ 75,000.00	No	\$ 75,000.00

1	Clock Tower beds (40 Flats)	\$ 4,060.00	No	\$ 4,060.00
1	Plaza Dr and Main St - Long rectangle bed Create an annual bed. Remove rock,	\$ 375.75	No	\$ 375.75
1	Plaza Dr and Main St - Long rectangle bed Summer planting of annuals in new long rectangle bed (7 Flats and 8 Grasses)	\$ 1,401.25	No	\$ 1,401.25
1	Not To Exceed Handwatering for May - October	\$ 24,000.00	No	\$ 24,000.00

Please feel free to contact me at your convenience with any questions. To accept this proposal please initial after each line item and sign and date below indicated and email to Tara Fayard at tara@westernproscapes.com or you may also fax a copy to Tara's attention at the following number (303) 789-5487. If any additions that you would like to make please contact me or Tara at (303) 789-3934. Thank you for working with Western Proscapes, Inc. We appreciate opportunity to be of service to you.

Thank you for your business!

Subtotal	\$ 165,000.00
Tax Rate	7.75%
Sales Tax	\$ -
Other	
<b>TOTAL</b>	<b>\$ 165,000.00</b>

Accepted By: \_\_\_\_\_

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 11 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. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**EXHIBIT D**  
**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,

**WESTERN PROSCAPES, INC.**

is a

Corporation

formed or registered on 02/16/1993 under the law of Colorado, 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 19931016619 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/20/2021 that have been posted, and by documents delivered to this office electronically through 05/24/2021 @ 06:45:30 .

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 05/24/2021 @ 06:45:30 in accordance with applicable law. This certificate is assigned Confirmation Number 13189997 .



*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/CertificateSearch.htm> and 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, photographs, 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.



June 1, 2021  
Robert Graham  
(720)270-9822  
Rgraham@sdmsi.com

Southland's mall Pond

Thank you for your vested interest in our services. Animal & Pest Control Specialist Inc., provides excellent service in the removal of nuisance wildlife from commercial and residential properties. All the technicians possess and carry licenses issued by the Colorado Department of Agriculture. The owner also carries and possesses a license issued by Colorado Parks and Wildlife. Animal & Pest Control Specialist Inc., provides over 31 years of experience diagnosing and presenting long-term solutions for your wildlife and general pest control issues.

The pond area will require both CARTRIDGES and FUMITOXIN.

Due to the location of this piece of property the signs will probably not be an issues.

APCS will price both options below

1. CARTRIDGES and FUMITOXIN your daytime cost \$1,500.00

Nighttime cost \$3,500.00

All follow up treatments during the day will be \$150.00 per hour and \$6.00 per hole.

2. CARTRIDGES only NO signs \$1,900.00

Nighttime Cost \$3,900.00

Follow up treatments will be required.

For ALL Individual Home Owners Payment Is Due At Time Of Service.

For All Commercial Work Payment Must Be Paid Within 30 (Thirty) Days From Date Of Billing Or There Will Be Late Charges Assessed. In Addition To Late Charges, A 1.8% Interest Charge Will Be Assessed Until Complete Payment Is Received

- This quote is being submitted with our current insurance in place at this time, any additional requested insurance will be an additional cost.
- All Prices Applicable For 30 (Thirty) Days From The Above Date
- APCS Carries General liability insurance of \$1,000,000 X \$2,000,000 and a \$2,000,000.00 umbrella
- Any Change In The Scope May Change The Agreed Contract Price

▪ All Changes Must Be In Writing And Approved By RONNIE PURCELLA  
WITH APCS Management

Please return the “**signed**” agreement to Ronnie Purcella at:

- [apcsronnie@msn.com](mailto:apcsronnie@msn.com) to schedule this job.
- If you have any questions, please feel free to call, Ronnie @ 720-971-0995

  
\_\_\_\_\_  
**Customer's Signature**

06 / 08 /2021  
**Date**

Thank You for entrusting your business to our Company. It is our pleasure to serve you with your wildlife and pest control issues.

Ronnie Purcella, Owner  
Animal & Pest Control Specialist, Inc.

3800 E 64<sup>th</sup> Ave Commerce City, Colorado 80022  
Phone 303-987-0842 Fax 303-431-4968



June 1, 2021  
Robert Graham  
(720)270-9822  
[Rgraham@sdmsi.com](mailto:Rgraham@sdmsi.com)

Southlands mall Aurora Park way corridor

Thank you for your vested interest in our services. Animal & Pest Control Specialist Inc., provides excellent service in the removal of nuisance wildlife from commercial and residential properties. All the technicians possess and carry licenses issued by the Colorado Department of Agriculture. The owner also carries and possesses a license issued by Colorado Parks and Wildlife. Animal & Pest Control Specialist Inc., provides over 31 years of experience diagnosing and presenting long-term solutions for your wildlife and general pest control issues.

The following bid is with cartridges and follow up treatments are required for complete eradication and signs are not required

Day time

Your initial cost \$900.00

NIGHT TIME 2 hours

Your initial cost \$2,000.00

Follow up treatments will be for Day treatments at \$150.00 per hour and \$6.00 per hole

NIGHT TIME NTE 2 hours \$325.00 per hour and \$6.00 per hole

For ALL Individual Home Owners Payment Is Due At Time Of Service.

For All Commercial Work Payment Must Be Paid Within 30 (Thirty) Days From Date Of Billing Or There Will Be Late Charges Assessed. In Addition To Late Charges, A 1.8% Interest Charge Will Be Assessed Until Complete Payment Is Received

- This quote is being submitted with our current insurance in place at this time, any additional requested insurance will be an additional cost.
- All Prices Applicable For 30 (Thirty) Days From The Above Date
- APCS Carries General liability insurance of \$1,000,000 X \$2,000,000 and a \$2,000,000.00 umbrella
- Any Change In The Scope May Change The Agreed Contract Price
- All Changes Must Be In Writing And Approved By RONNIE PURCELLA WITH APCS Management

Please return the “**signed**” agreement to Ronnie Purcella at:

- [apcsronnie@msn.com](mailto:apcsronnie@msn.com) to schedule this job.
- If you have any questions, please feel free to call, Ronnie @ 720-971-0995

  
Customer's Signature

06 / 08 /2021  
Date

Thank You for entrusting your business to our Company. It is our pleasure to serve you with your wildlife and pest control issues.

Ronnie Purcella, Owner  
Animal & Pest Control Specialist, Inc.

3800 E 64<sup>th</sup> Ave Commerce City, Colorado 80022  
Phone 303-987-0842 Fax 303-431-4968



# GOLDEN FORENSICS, LLC

## Technical Report

April 30, 2020

**PREPARED FOR:** Ms. Nella Rosales  
Sedgwick  
Claims Examiner  
[nella.rosales@sedgwick.com](mailto:nella.rosales@sedgwick.com)

**INSURED:** Southlands Metropolitan District  
No. 1

**LOSS LOCATION:** 23972 East Prospect Avenue  
Aurora, CO 80016

**DATE OF LOSS:** March 9, 2021

**LOSS TYPE:** Retaining Wall Collapse

**CLAIM NUMBER:** 40210386CC0

**GOLDEN NUMBER:** 210600



Steven "Drew" Houser  
P.E. License No. 55160  
(Expires 10/31/2021)

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## Assignment

At your request, Golden Forensics, LLC (Golden Forensics) performed an evaluation of the retaining wall servicing E Smokey Hill Rd in the City of Aurora, Colorado. Mr. Drew Houser, P.E. of Golden Forensics was assigned to determine the cause of the localized collapse which reportedly occurred on March 9, 2021, the date of loss (DOL).

## Scope

The work conducted for this assignment included the following:

1. Mr. Drew Houser, P.E. of Golden Forensics solely conducted a site evaluation on April 21, 2020. Throughout our evaluation we observed the collapsed area, which we will refer to as the area of interest (AOI). We walked the several hundred feet along each side of the collapse, measured the plumbness of the retaining wall, and notated general observations.
2. We documented the observed conditions and photographed representative conditions. Select photographs are included in this report. These photographs may have been cropped or otherwise enhanced to emphasize certain conditions. All photographs have been retained in their original formats in our file and can be provided upon request.
3. Aerial images were researched through Pictometry and historical satellite imagery was obtained through Google Earth.
4. We utilized historical weather data through the National Operational Hydrologic Remote Sensing Center (NOHRSC) at <https://www.nohrsc.noaa.gov/nsa/> to determine snow depths and snow water equivalents.
5. We reviewed the following documents as part of our evaluation:
  - a. Allied Universal Incident Report #21-0309-1280, dated March 9, 2021
  - b. Southlands, Filing No. 1, Retaining Wall Drawings, Job No. 04-3156, by Ground Engineering Consultants, dated May 6, 2004

## Background

The retaining wall that is the subject of this report was a combination of a soil nail wall with a split face concrete masonry unit (CMU) fascia and a mechanically stabilized earth (MSE) wall situated along the north side of E Smoky Hill Rd. The wall tapered from one tier at the west end to three tiers at the east end with a short section comprised of two tiers. The design drawings for the wall call out each tier as Wall A, B, and C with Wall A being the bottom tier, Wall B being the second tier, and Wall C being the third tier. Wall C was designed as an MSE wall for the full length of the wall and Wall A and B varied between the soil nail wall with the CMU fascia and an MSE wall. The AOI occurred along a two-tier section, within Wall A adjacent to the "Service Street" commercial building south parking lot. The AOI was a soil nail wall with a CMU fascia. Data from the incident report stated that a portion of the retaining wall collapsed on Tuesday, March 9, 2021, at 2:28 PM.

Aerial images of overall area as well as the AOI are shown below:

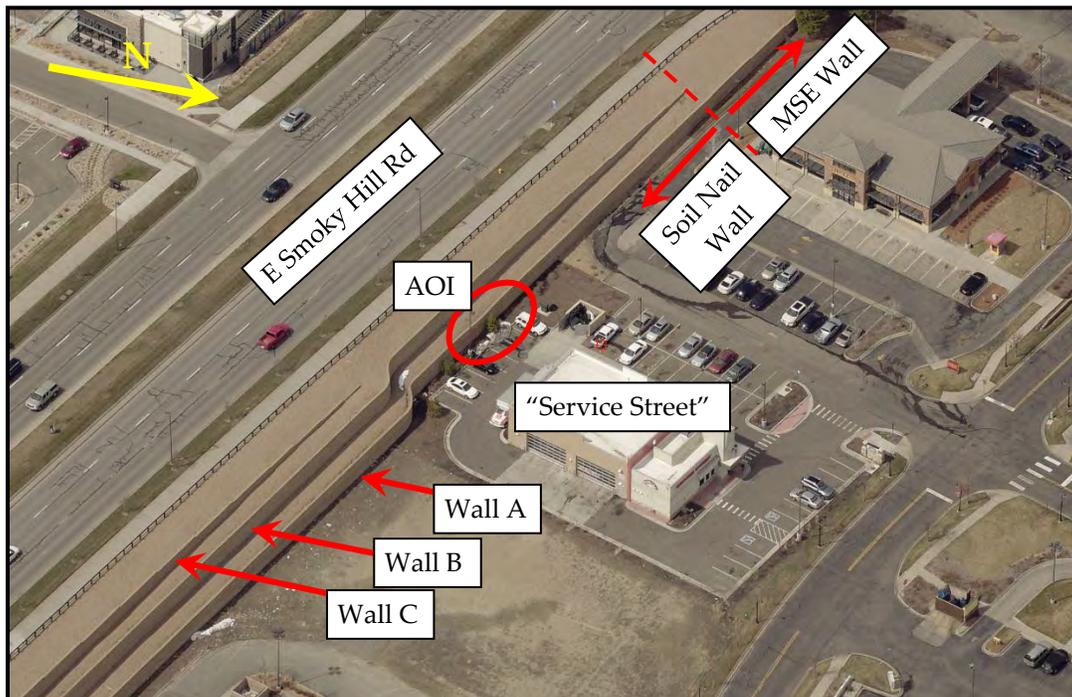


Figure 1: Overall image of retaining wall and AOI provided by Pictometry; dated 3/30/2020



Figure 2: Aerial image of north face of AOI provided by Pictometry; dated 3/30/2020

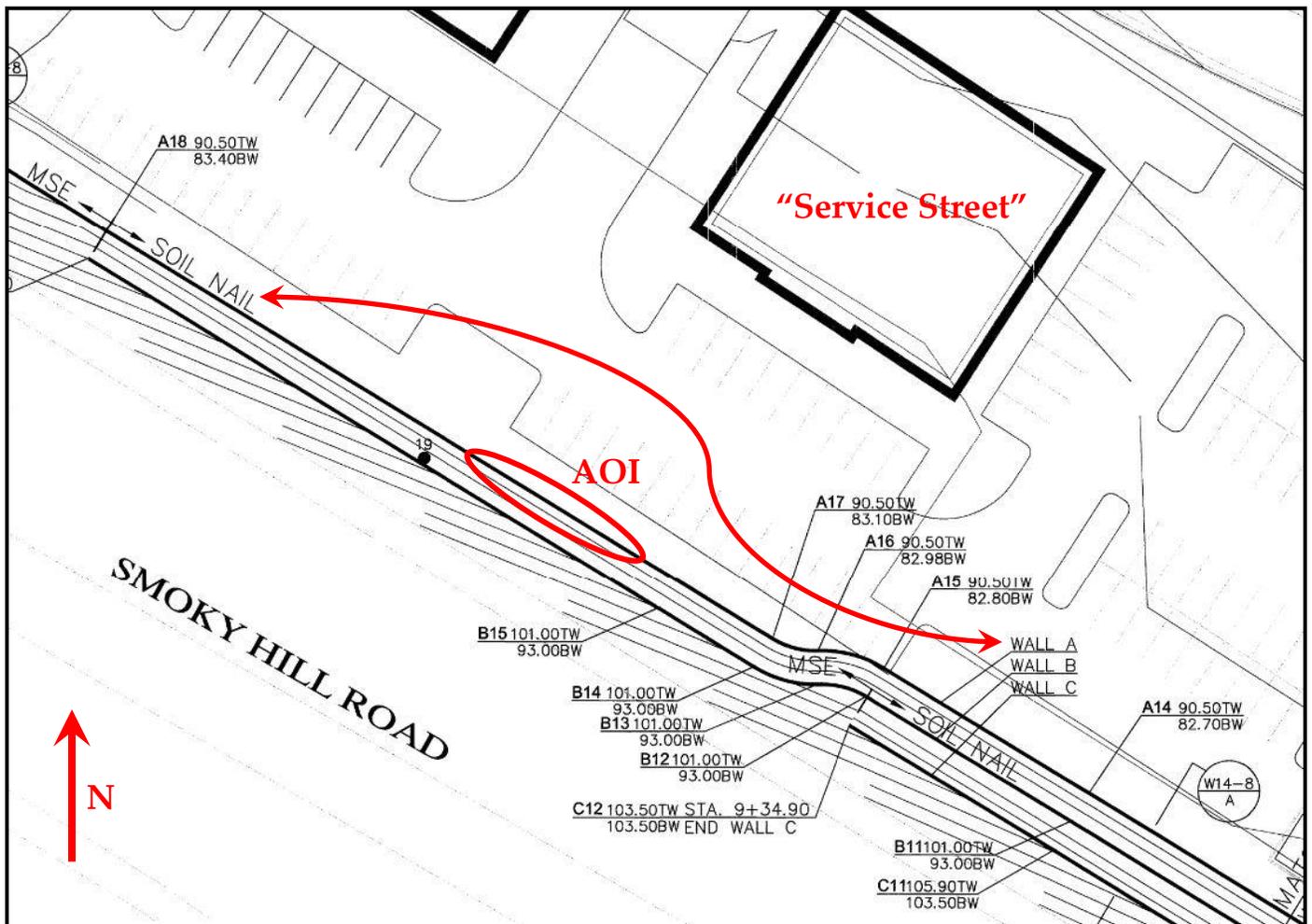


Figure 3: Excerpt from sheet W14-3 of Ground Engineering drawings showing area of interest; notated by Golden Forensics; note Wall A is a soil nail wall at AOI

## Data Collection

### Information Provided

We spoke with the design engineer, Mr. Sean Chiang<sup>1</sup>, with Ground Engineering and Consultants, Inc. to acquire the design drawings for the retaining wall. Mr. Chiang stated that they did not keep records this far back and were unable to provide them. We then contacted Ms. Ann Finn<sup>2</sup>, District Manager with Southlands Metropolitan District No. 1, who did retain design drawings and provided Golden Forensics with an electronic copy.

Once we received the design drawings, we contacted Mr. Chiang who provided clarification on the details of the drawings.

### Aerial Image Research

As part of our evaluation, we performed aerial image research through Pictometry and Google Earth to compare historic conditions to observed conditions at the site:



Figure 4: Historical satellite image dated 9/1/2004 from Google Earth with approximate location of AOI notated prior to wall construction

<sup>1</sup> Sean Chiang, P.E., Ph.D., Ground Engineering and Consultants, Inc, 303-907-0488, [sean.chiang@groundeng.com](mailto:sean.chiang@groundeng.com)

<sup>2</sup> Ann Finn, Southlands Metropolitan District No. 1, 303-987-0835, [afinn@sdmsi.com](mailto:afinn@sdmsi.com)



Figure 5: Historical satellite image dated 6/21/2005 from Google Earth with approximate location of AOI notated after wall construction



Figure 6: Historical satellite image from Google Earth dated 4/25/2016; note wall appears straight



Figure 7: Historical aerial image from Pictometry dated 4/25/2016; note wall appears straight

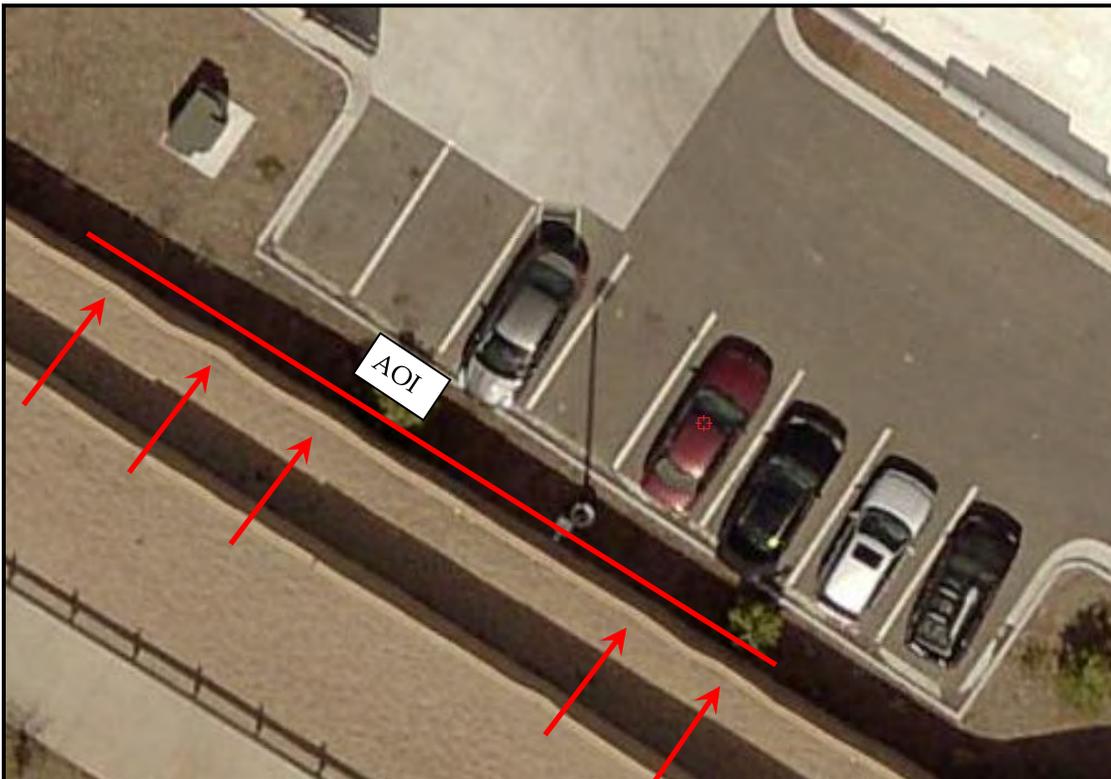


Figure 8: Historical aerial image from Pictometry dated 4/2/2018; note wavy appearance of wall

### Weather Research

As part of the documents we received, we saw conversational verbiage in e-mail correspondence that the wall could have collapsed from snow accumulation up, over, and behind the retaining wall. It is important to note that the Denver Metropolitan Area did received the fourth largest snowstorm on record from March 14-15, 2021. This event occurred after the reported DOL on March 9, 2021. Regardless, to address this concern we utilized historical weather data through the National Operational Hydrologic Remote Sensing Center (NOHRSC) to determine snow depths and snow water equivalents.

We searched dates between October 1 and April 30 for the last 5 years from Station CO-AR-259 located approximately 4.95 miles northwest of the subject property (the closest active station to the site). The full applicable data sets can be found in Attachment A. We summarize this data below by showing the date that the greatest snow weight was calculated (based on moisture content and total snow depth at any one time) each year and date on which it occurred. We also include data from the dates leading up to the collapse in 2021. The greatest snow pressure in pounds per square foot (PSF) recorded at any one time as reported by this station is outlined in red below:

1. Winter 2016-2017: January 17 -----4.16 PSF
2. Winter 2017-2018: February 24-----3.22 PSF
3. Winter 2018-2019: March 14 -----5.82 PSF
4. Winter 2019-2020: February 11-----7.90 PSF
5. Winter 2020-2021: March 15 (Post DOL) -----13.47 PSF
6. March 1-9, 2021 (DOL): March 1 -----2.13 PSF

No snow was recorded on the ground at the station on the reported DOL, thus we included the dates leading up to the reported DOL which exhibited the greatest snow depth of 2.77 inches and greatest snow load of 2.13 PSF (Bullet 6). This snow pressure represents less than the lowest snow pressures (occurring on February 24, 2018) in the bullets above.

**Site Observations**

All observations cited in this report pertain to the condition of the property on the dates of the evaluations as documented in the *Scope* section.

We observed approximately 50 feet of the CMU fascia wall collapsed into the south parking lot of "Service Street." We observed clean gravel fill had spilled onto the landscaped area and into the parking lot under, over, and around scattered CMU fascia blocks. We observed scattered withdrawn steel wall ties intended to connect the shotcrete surface of the soil nail wall with the CMU fascia wall. Many of these wall ties stayed connected to the shotcrete wall via a powder-actuated fastener (PAF). The wall ties that pulled out of the wall had a sharp bend near the end of the tie where they appeared to have been turned down inside the voids within the CMUs. The wall ties that stayed attached to the shotcrete wall had smoothed out, possibly from being forced between the CMUs as they toppled to the ground. It is also possible that the ties were not bent and turned down within the void of the CMUs during original construction. The wall ties and PAFs were corroded with section loss, but we did not observe any severed, cracked, or fractured ties. Although the design drawings called for the PAFs to be epoxied, we did not observe any epoxy on the PAFs or in the empty PAF holes where the PAFs had pulled out. Mr. Chiang stated that this was a typographical error and that the PAFs should not need epoxy. It is our experience that PAFs generally do not use epoxy. Plastic clips used to set the batter of the wall and resist the lateral soil pressure were observed to still be in place in many of the displaced CMU blocks. Figure 9 below shows an excerpt from the design drawings to clarify the cross section of the wall:

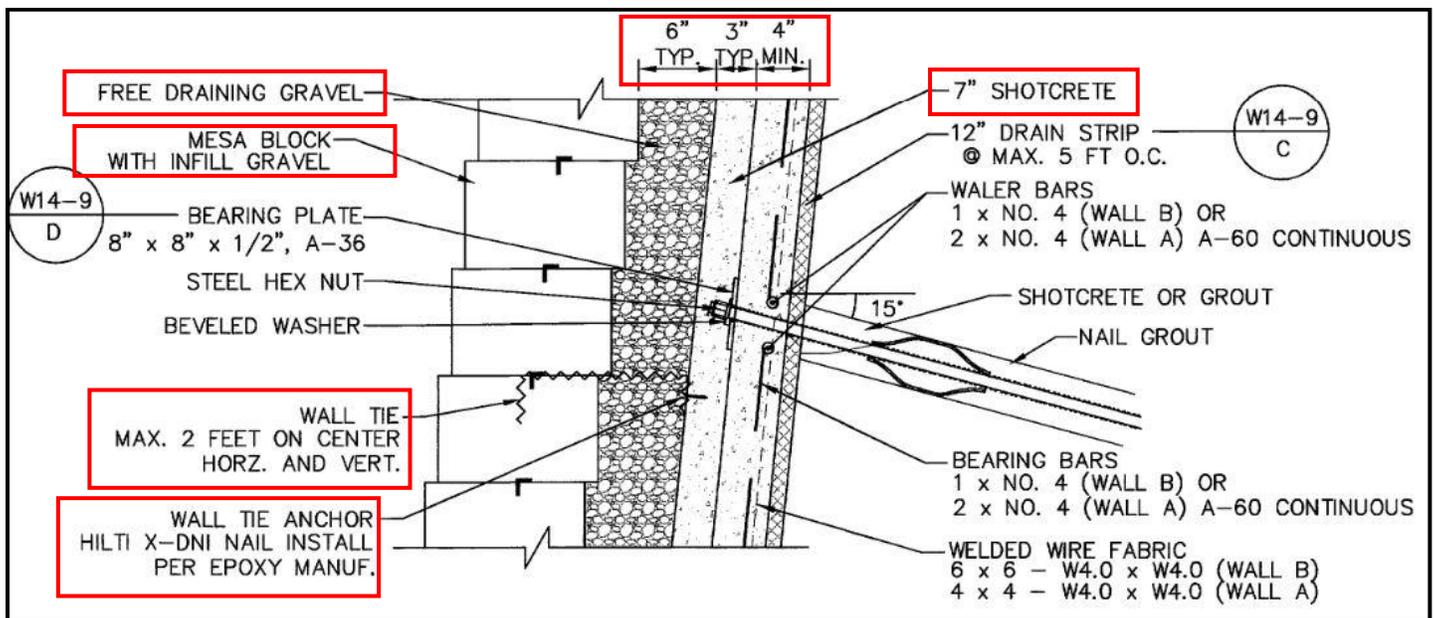


Figure 9: Excerpt from sheet W14-9 from Ground Engineering design drawings showing soil nail wall cross section; notated with red rectangles to highlight areas discussed above



Figure 10: Overview of localized collapse of retaining wall



Figure 11: Overview of localized collapse of retaining wall



Figure 12: Scattered blocks and gravel fill



Figure 13: Several wall ties still connected to the shotcrete wall exhibit corrosion

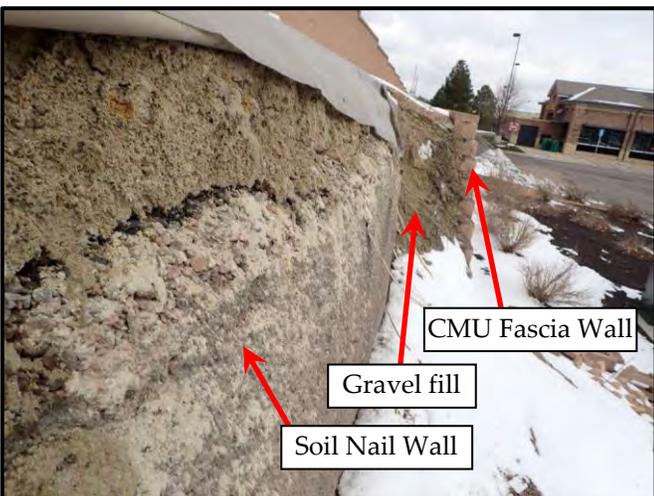


Figure 14: Lateral view of soil nail wall, gravel fill, and CMU fascia wall



Figure 15: Straight wall tie with no evidence of bend from being turned down into the void of the CMUs



Figure 16: Close up of corroded wall tie



Figure 17: Wall tie length was enough to reach CMU fascia wall



Figure 18: Sharp bend in wall tie where it was bent downward within void of CMU



Figure 19: Sharp bend in wall tie where it was bent downward within void of CMU



Figure 20: Typical section of CMU with plastic clips still installed



Figure 21: Closeup of plastic clip used to resist lateral loads with protruding tabs to set the batter of the wall



Figure 22: Corroded PAF



Figure 23: Void where PAF pulled out of shotcrete face of the soil nail wall

We measured the distance between the shotcrete face of the soil nail wall and CMU fascia wall along approximately 300 feet of Wall A to determine the approximate width of the void between the two walls that was filled with gravel. The CMU fascia and wall ties were intended to retain this gravel and thus variations in this width would result in varying lateral pressures placed on the CMU fascia wall. The smallest width measured was five inches and the largest width measured was approximately 24 inches which occurred at the area of failure. Per the design drawings (see Figure 9), this width was intended to be six inches. Many of these areas it exhibited gravel subsidence and the gravel surface was up to 12 inches lower than the top of the cap units on the fascia wall. Some of these locations exhibited distress in the top of the CMU fascia wall indicating movement.



Figure 24: Space between shotcrete wall and back of cap unit approximately 5 inches



Figure 25: Space between shotcrete wall and back of cap unit approximately 15 inches



Figure 26: Overview of soil subsidence behind CMU fascia wall with separation between capstones indicating movement



Figure 27: Closeup of soil subsidence behind CMU fascia wall and separation of capstone



Figure 28: Approximately 12 inches of soil subsidence



Figure 29: Collapsed area showed approximately 24 inches of backfilled space between walls



Figure 30: Lateral view attempting to align exterior face of CMU fascia wall with folding ruler



Figure 31: Lateral view attempting to align interior face of CMU fascia wall with folding ruler

We also measured the plumbness of the wall and observed multiple areas that were near vertical or were actually leaning out. The CMU fascia wall was intended to be battered at a slope of 1:12 (H:V) leaning back towards the retained fill (see Figure 30 below). This equates to approximately 85.25° leaning away from the parking lots (90° would be plumb). Starting approximately 30 feet west of the collapsed section and measuring approximately every 15 feet for the next 140 feet to the west, we measured the wall to be between 85° and 87° battered towards the retained fill as designed. However, within 30 feet of the west side of the collapse we observed the CMU fascia wall to be near vertical or vertical (90°). This indicates that the wall had rotated outward nearly 5° since it was originally constructed. Interestingly, within 30 feet of the east side of the collapse, we observed the CMU fascia wall to be between 85° and 87° battered towards the retained fill as designed. However, at the outside radius portion of the wall, we measured the wall to be leaning out approximately 0.5° (90.5°). This location corresponded to backfill width (distance between CMU fascia and soil nail wall) of approximately 17 inches. The cap unit on top of the CMU fascia wall should generally be level. Variations in the amount of adhesive used to attach the cap unit to the first course of CMUs could cause the cap to be slightly unlevel. That being said, we measured approximately 100 feet of Wall A cap unit to be leaning out towards the parking lot between 2° and 4°. This indicates that much of this wall has rotated out of plumb towards the parking lots.

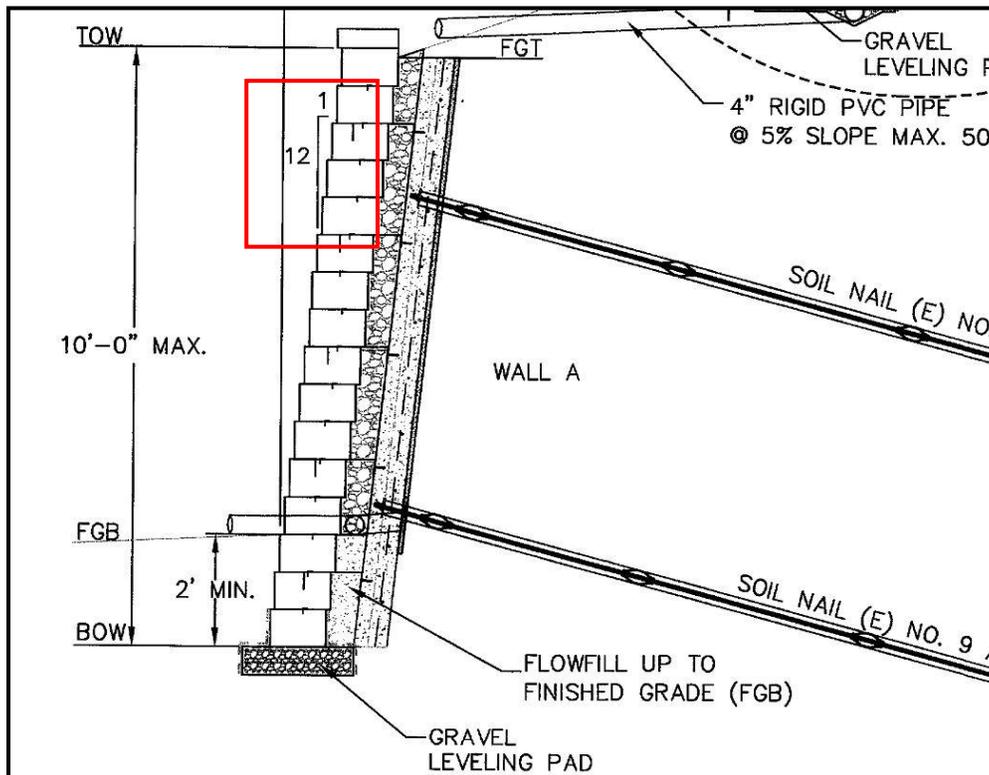


Figure 32: Excerpt from sheet W14-8 from Ground Engineering design drawings showing soil nail wall cross section; notated with red rectangles to highlight areas discussed above



Figure 33: Undulations in Wall A where wall leans outward



Figure 34: Undulations in Wall A where wall leans outward



Figure 35: Wall B showing proper batter towards fill



Figure 36: Proper batter of Wall B



Figure 37: Outside radius of Wall A leans outward approximately  $0.5^\circ$



Figure 38: Undulations in Wall A where wall leans outward



Figure 39: Closeup of Figure 38



Figure 40: Adhesive on last course of block in Wall A to attach cap unit



Figure 41: Wall A cap unit leaning outward at 2.2°



Figure 42: Closeup of Figure 41



Figure 43: Wall A cap unit leaning outward at 3.9°



Figure 44: Closeup of Figure 43

At the west end of Wall B, Wall A has a designed construction joint where the wall changes from an MSE wall to a soil nail wall with a CMU fascia. We observed the CMU fascia wall was rotated out of plumb and leaning out approximately 1.5 inches beyond the adjacent MSE wall at the construction joint. Due to this displacement, the cap unit adhesive had failed, and we were able to remove the cap block to view the voids within the MSE wall and CMU fascia wall. The design drawings call for these voids to be filled with gravel. We did not observe gravel and the walls of the voids appeared clean as if gravel had never been installed. In addition, the design drawings called for varying types of reinforcement to be installed within the shotcrete soil nail wall. The outermost layer of reinforcement was to be covered by at least five inches of shotcrete via the design drawings. We observed multiple locations where the reinforcement of the shotcrete soil nail wall was exposed and corroded with voids behind the reinforcing bars. It is worth noting that the concrete flatwork above the retaining wall was in excellent condition and showed no signs of differential vertical movement. This indicates the soil nail wall and MSE walls are performing as intended and that the only signs of distress related to the collapse are within the CMU fascia wall.

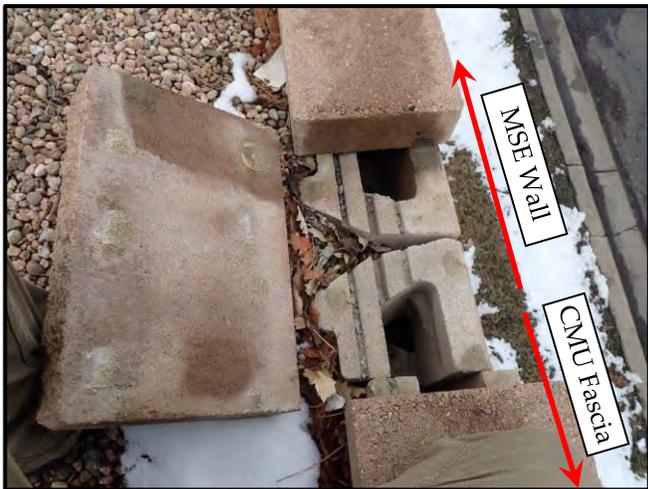


Figure 45: Capstone removed at construction joint between MSE wall and CMU fascia wall



Figure 46: Construction joint showing CMU fascia wall displaced outward



Figure 47: Second view of displaced CMU fascia wall showing the displacement is greater at the top



Figure 48: Displaced CMU fascia wall approximately 1.5 inches outward



Figure 49: No gravel infill within block void



Figure 50: No gravel fill within block void



Figure 51: Concrete flatwork in excellent condition over retaining wall



Figure 52: No signs of distress in concrete flatwork over retaining wall



Figure 53: Exposed rebar in shotcrete soil nail wall; designed to have approximately 5 inches of cover



Figure 54: Exposed and corroded rebar in shotcrete soil nail wall; designed to have approximately 5 inches of cover

## Analysis

We observed four deviations in the in-situ construction of the soil nail wall and CMU fascia wall from the details in the design drawings as follows:

1. The CMU fascia wall was only intended to retain six inches of gravel fill which was to be installed between the face of the shotcrete and the rear face of the CMU fascia wall. We observed this space to be as wide as 24 inches which occurred at the location of the collapse. Other areas of distress where the wall is out of plumb and leaning out towards the parking lot corresponded to a width between the soil nail wall and the CMU fascia wall up to 17 inches. It appeared that the wall had rotated over time and the gravel fill subsided within the new, more voluminous space. The lateral soil pressure behind the CMU wall increases as this space widens, and thus it is apparent that design did not account for this amount of pressure as the wall in these locations either collapsed or is showing signs of distress and is rotated out of plumb.
2. Per Sean Chiang, the design engineer with Ground Engineering who designed the retaining wall, the friction calculations for the CMU fascia wall ties were completed with the understanding that the voids within the CMU wall would be filled with gravel. As we did not observe gravel within these voids, there would have been significantly less friction on the wall ties which would reduce the amount of lateral soil pressure the wall could resist.
3. The steel wall ties connecting the CMU fascia wall to the soil nail wall were to be epoxied per the design drawings. However, we contacted Mr. Chiang who stated that the PAFs were installed using a powder-actuated tool instead of being

epoxied. He stated that he thought “Epoxy” was a typographical error, which based on our experience with PAFs, we agree with. As many of these PAFs failed by pulling out of the concrete, the failure of the wall suggests that these fasteners may not have been properly sized. In addition, the PAFs were corroded and there should have been a specification for use of a corrosion resistant fastener. It is possible that the corrosion of the fasteners reduced their pullout strength, however no formal calculations have been completed and additional investigation would be needed to make this determination.

4. The shotcrete was not installed to the thicknesses specified on the design drawings as evidenced by the exposed rebar that should have been covered by approximately five inches of shotcrete (see Figure 9). We did not observe any distress in the exposed shotcrete face of the soil nail wall, nor did we observe any distress in the concrete flatwork supported by the soil retained by the soil nail wall. This indicates that, although there were areas of exposed rebar, there has been no resulting distress, and therefore the soil nail wall is performing as intended.

The weather research indicated that there was little snow accumulation behind and over the CMU fascia wall at the time of the collapse. Historical snow loads have far exceeded those that were present during the failure. Further, the 4<sup>th</sup> largest snowstorm on record in the Denver Metropolitan Area occurred only four days after the localized collapse without triggering additional failures. This indicates that snow loading would not be a leading indicator of collapse for the CMU fascia wall.

The nature of the failure of the wall is consistent with an installation that did not strictly adhere to the specifications in the design drawings which resulted in slow, long-term rotation and localized collapse. Although it was beyond the scope of this evaluation, it is important to note that there were remaining portions of Wall A that exhibited distress and should be evaluated to determine if additional repairs are warranted to stabilize the CMU fascia wall. Until such time that these evaluations can be performed, to protect the health, safety, and welfare of the general public, we would recommend installing signs and barriers to prevent vehicles and pedestrians from accessing the areas at the base of the CMU fascia wall.

## **Conclusions**

Based on our evaluation of the subject property and evaluation of the information discussed above we conclude the following:

1. The localized collapse of the CMU fascia wall was the result of deviations from the design drawings during installation and was not the result of a onetime weather event.
2. There remain areas at risk of collapse that should be evaluated and mitigated as necessary by a qualified professional.

## **Limitations**

These services were performed in the manner defined in the Assignment section of this report. The opinions contained within this report were based on the information collected and reviewed to date, and are based on the expert's education, experience, and training. All findings are based upon a reasonable degree of scientific certainty. The data, findings, and opinions are subject to changes that may be warranted by subsequently acquired information. Any re-use of this report or the conclusions presented without the express permission of Golden Forensics is prohibited.

## **Attachments**

- A. Weather Research

**END OF REPORT**

Attachment **A**

**October 1, 2016 - April 30, 2017 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
11/17/2016	0.14	1.35	10.4	0.728
11/18/2016	0.29	2.71	10.5	1.508
11/19/2016	0.28	2.39	11.7	1.456
11/20/2016	0.27	2.11	12.8	1.404
11/22/2016	0.15	1.06	13.9	0.78
11/23/2016	0.11	0.67	15.8	0.572
12/7/2016	0.16	1.53	10.3	0.832
12/8/2016	0.16	1.51	10.7	0.832
12/9/2016	0.16	1.37	11.6	0.832
12/12/2016	0.05	0.45	10	0.26
12/13/2016	0.04	0.34	11.5	0.208
12/14/2016	0.01	0.09	12.6	0.052
12/17/2016	0.15	1.44	10.2	0.78
12/18/2016	0.15	1.41	10.4	0.78
12/19/2016	0.39	3.81	10.2	2.028
12/20/2016	0.36	3.2	11.4	1.872
1/5/2017	0.46	4.38	10.4	2.392
1/6/2017	0.47	4.45	10.5	2.444
1/7/2017	0.38	3.28	11.5	1.976
1/8/2017	0.37	2.97	12.3	1.924
1/9/2017	0.24	1.16	21	1.248
1/12/2017	0.02	0.23	10.1	0.104
1/13/2017	0.1	0.95	10.1	0.52
1/14/2017	0.12	0.81	14.9	0.624
1/15/2017	0.15	0.96	15.1	0.78
1/16/2017	0.79	7.06	11.1	4.108
1/17/2017	0.8	6.88	11.6	4.16
1/18/2017	0.38	2.92	13	1.976
1/19/2017	0.34	2.02	16.8	1.768
1/20/2017	0.03	0.27	10	0.156
1/21/2017	0.01	0.02	41.9	0.052
1/24/2017	0.03	0.27	10.1	0.156
1/25/2017	0.03	0.31	10.2	0.156
2/12/2017	0.01	0.09	10.1	0.052
2/23/2017	0.13	1.28	10.1	0.676
2/24/2017	0.22	2.13	10.3	1.144
2/25/2017	0.23	2.02	11.1	1.196
2/26/2017	0.21	1.77	12	1.092
2/27/2017	0.19	1.44	12.9	0.988
2/28/2017	0.37	3.65	10.2	1.924
3/1/2017	0.42	4.08	10.3	2.184
3/2/2017	0.39	3.31	11.9	2.028
3/24/2017	0.47	3.97	12	2.444
3/29/2017	0.11	0.73	14.6	0.572

4/1/2017	0.14	1.24	10.9	0.728
4/2/2017	0.14	1.2	11.4	0.728
4/4/2017	0.31	2.76	11.1	1.612
4/5/2017	0.31	2.64	11.6	1.612
4/6/2017	0.24	1.67	14.5	1.248
4/26/2017	0.01	0.09	9.3	0.052
4/29/2017	0.4	3.64	10.9	2.08
4/30/2017	0.45	4.08	11.1	2.34

**October 1, 2017 - April 30, 2018 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/9/2017	0.54	5.1	10.5	2.808
10/10/2017	0.54	4.99	10.8	2.808
10/11/2017	0.34	0.78	43	1.768
10/30/2017	0.03	0.25	10.1	0.156
10/31/2017	0.19	1.8	10.3	0.988
11/1/2017	0.12	0.94	13	0.624
11/7/2017	0.14	1.31	10.7	0.728
11/8/2017	0.22	2.07	10.7	1.144
11/9/2017	0.03	0.05	60	0.156
12/14/2017	0.15	1.5	10.2	0.78
12/15/2017	0.15	1.36	11	0.78
12/21/2017	0.07	0.64	10.3	0.364
12/22/2017	0.07	0.61	10.7	0.364
12/23/2017	0.06	0.47	11.7	0.312
12/24/2017	0.1	0.86	11.3	0.52
12/25/2017	0.09	0.76	11.9	0.468
12/26/2017	0.11	1.08	10	0.572
12/27/2017	0.11	1.05	10.7	0.572
1/7/2018	0.01	0.05	22.6	0.052
1/11/2018	0.02	0.21	10.1	0.104
1/15/2018	0.04	0.34	10.3	0.208
1/16/2018	0.03	0.32	10.6	0.156
1/21/2018	0.33	3.18	10.4	1.716
1/22/2018	0.35	3.24	10.7	1.82
1/23/2018	0.51	4.06	12.6	2.652
1/24/2018	0.5	3.84	13.1	2.6
1/25/2018	0.2	0.72	28.3	1.04
2/6/2018	0.1	0.95	10	0.52
2/7/2018	0.06	0.41	13.8	0.312
2/10/2018	0.3	2.98	10.1	1.56
2/11/2018	0.38	3.62	10.4	1.976
2/12/2018	0.37	3.19	11.5	1.924
2/13/2018	0.2	1.61	12.2	1.04
2/16/2018	0.13	1.26	10.1	0.676
2/17/2018	0.13	1.13	11.3	0.676
2/20/2018	0.26	2.49	10.3	1.352
2/21/2018	0.29	2.62	10.9	1.508
2/22/2018	0.52	4.59	11.3	2.704
2/23/2018	0.59	5.14	11.4	3.068
2/24/2018	0.62	4.87	12.6	3.224
2/25/2018	0.58	4.42	13	3.016
2/26/2018	0.52	3.8	13.7	2.704
2/27/2018	0.45	2.95	15.3	2.34
2/28/2018	0.33	1.51	21.6	1.716

3/19/2018	0.47	4.33	11	2.444
3/20/2018	0.43	3.08	14.1	2.236
3/21/2018	0.14	0.52	27.1	0.728
3/27/2018	0.4	3.59	11	2.08
3/28/2018	0.22	0.81	27.5	1.144
3/29/2018	0.02	0.17	10	0.104
4/6/2018	0.19	1.92	10.1	0.988
4/7/2018	0.2	1.85	10.6	1.04
4/9/2018	0.06	0.49	11.3	0.312
4/13/2018	0.18	1.71	10.4	0.936
4/21/2018	0.27	2.26	11.8	1.404
4/22/2018	0.27	2.08	12.7	1.404
4/24/2018	0.14	1.08	12.8	0.728
4/25/2018	0.15	1.08	13.5	0.78

**October 1, 2018 - April 30, 2019 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/8/2018	0.19	1.04	18.5	0.988
10/9/2018	0.13	0.47	27.7	0.676
10/10/2018	0.13	0.79	16.3	0.676
10/11/2018	0.13	0.79	16.6	0.676
10/12/2018	0.03	0.05	60	0.156
10/14/2018	0.19	1.71	10.9	0.988
10/15/2018	0.19	1.7	11.1	0.988
10/16/2018	0.17	1.32	12.6	0.884
10/31/2018	0.28	2.45	11.2	1.456
11/1/2018	0.19	1.2	15.5	0.988
11/11/2018	0.06	0.57	10.2	0.312
11/12/2018	0.1	0.91	10.7	0.52
11/13/2018	0.1	0.86	11.4	0.52
11/14/2018	0.27	2.48	10.9	1.404
11/15/2018	0.12	0.59	20.4	0.624
11/17/2018	0.04	0.39	10	0.208
11/18/2018	0.04	0.44	10.2	0.208
11/19/2018	0.02	0.16	14.4	0.104
11/25/2018	0.1	0.94	10.2	0.52
11/26/2018	0.08	0.74	11.2	0.416
11/30/2018	0.02	0.24	10	0.104
12/1/2018	0.12	1.18	10.1	0.624
12/2/2018	0.03	0.11	29.6	0.156
12/3/2018	0.01	0.03	29.6	0.052
12/4/2018	0.01	0.04	17.6	0.052
12/31/2018	0.1	0.95	10.2	0.52
1/1/2019	0.15	1.41	10.4	0.78
1/2/2019	0.14	1.29	11.2	0.728
1/3/2019	0.14	1.11	12.2	0.728
1/4/2019	0.08	0.54	14.8	0.416
1/11/2019	0.45	4.28	10.4	2.34
1/12/2019	0.83	7.21	11.5	4.316
1/13/2019	0.83	6.72	12.3	4.316
1/14/2019	0.83	6.01	13.8	4.316
1/15/2019	0.63	4.27	14.8	3.276
1/16/2019	0.6	3.87	15.6	3.12
1/17/2019	0.52	2.93	17.7	2.704
1/18/2019	0.45	2.94	15.4	2.34
1/19/2019	0.45	2.93	15.5	2.34
1/20/2019	0.44	2.73	16.3	2.288
1/21/2019	0.2	0.6	33.8	1.04
1/22/2019	0.11	1.05	10.5	0.572
1/23/2019	0.24	2.41	10.1	1.248
1/24/2019	0.3	2.56	11.6	1.56

1/25/2019	0.3	2.46	12	1.56
1/26/2019	0.28	2.17	13	1.456
1/27/2019	0.25	1.8	14.1	1.3
1/28/2019	0.48	4.51	10.6	2.496
1/29/2019	0.48	4.39	11	2.496
1/30/2019	0.48	3.87	12.4	2.496
1/31/2019	0.42	2.66	15.9	2.184
2/1/2019	0.32	1.81	17.8	1.664
2/2/2019	0.12	0.54	22.9	0.624
2/6/2019	0.03	0.27	10.1	0.156
2/7/2019	0.12	1.11	10.4	0.624
2/8/2019	0.11	1.02	11	0.572
2/9/2019	0.1	0.85	12	0.52
2/11/2019	0.1	0.96	10	0.52
2/12/2019	0.08	0.77	10.9	0.416
2/15/2019	0.07	0.7	10	0.364
2/16/2019	0.01	0.06	10.1	0.052
2/17/2019	0.04	0.35	10	0.208
2/18/2019	0.02	0.16	11.3	0.104
2/19/2019	0.11	1.1	10	0.572
2/20/2019	0.11	0.99	10.8	0.572
2/21/2019	0.09	0.77	11.9	0.468
2/22/2019	0.07	0.58	12.7	0.364
2/23/2019	0.46	4.33	10.6	2.392
2/24/2019	0.45	3.87	11.6	2.34
2/25/2019	0.43	3.17	13.6	2.236
2/26/2019	0.35	1.87	18.8	1.82
2/27/2019	0.03	0.05	60	0.156
3/2/2019	0.01	0.05	10.1	0.052
3/3/2019	0.2	1.86	10.5	1.04
3/4/2019	0.29	2.61	11.3	1.508
3/5/2019	0.29	2.46	11.9	1.508
3/6/2019	0.29	2.26	12.8	1.508
3/7/2019	0.28	2.06	13.8	1.456
3/13/2019	1.02	9.48	10.7	5.304
3/14/2019	1.12	10.09	11.1	5.824
3/15/2019	1.08	8.33	13	5.616
3/16/2019	1.04	6.83	15.2	5.408
3/17/2019	0.95	4.3	22.1	4.94
3/18/2019	0.8	2.85	28	4.16
3/19/2019	0.59	1.79	32.8	3.068
3/20/2019	0.15	0.44	34.3	0.78
3/23/2019	0.05	0.28	18.7	0.26
3/25/2019	0.04	0.39	10	0.208
3/30/2019	0.51	4.63	10.9	2.652
3/31/2019	0.51	4.19	12.2	2.652
4/1/2019	0.4	1.51	26.8	2.08

4/10/2019	0.06	0.59	10	0.312
4/11/2019	0.49	4.29	11.5	2.548
4/12/2019	0.5	4.23	11.7	2.6
4/13/2019	0.36	2.39	14.9	1.872
4/14/2019	0.41	2.04	20.3	2.132
4/30/2019	0.01	0.1	9.9	0.052

**October 1, 2019 - April 30, 2020 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/10/2019	0.09	0.85	10.1	0.468
10/11/2019	0.09	0.82	10.5	0.468
10/12/2019	0.07	0.54	12.6	0.364
10/24/2019	0.09	0.86	10.1	0.468
10/25/2019	0.33	3.06	10.7	1.716
10/26/2019	0.17	0.67	25.1	0.884
10/27/2019	0.03	0.24	10.4	0.156
10/28/2019	0.36	3.43	10.4	1.872
10/29/2019	0.46	4.13	11	2.392
10/30/2019	0.55	4.68	11.7	2.86
10/31/2019	0.55	4.55	12	2.86
11/1/2019	0.8	5.79	13.8	4.16
11/2/2019	0.79	5.67	14	4.108
11/3/2019	0.77	4.99	15.4	4.004
11/4/2019	0.6	2.38	25.3	3.12
11/5/2019	0.35	1.36	25.8	1.82
11/6/2019	0.05	0.08	60	0.26
11/11/2019	0.03	0.29	10.1	0.156
11/12/2019	0.05	0.47	10	0.26
11/21/2019	0.06	0.48	11.5	0.312
11/22/2019	0.39	3.61	10.8	2.028
11/23/2019	0.39	3.51	11.2	2.028
11/24/2019	0.26	1.04	24.9	1.352
11/26/2019	0.79	7.25	10.8	4.108
11/27/2019	0.8	7.15	11.2	4.16
11/28/2019	0.8	6.24	12.7	4.16
11/29/2019	0.94	6.52	14.4	4.888
11/30/2019	0.95	6.41	14.9	4.94
12/1/2019	0.94	6	15.6	4.888
12/2/2019	0.93	5.71	16.3	4.836
12/3/2019	0.85	3.97	21.5	4.42
12/4/2019	0.3	1.14	26.1	1.56
12/5/2019	0.16	0.46	34.4	0.832
12/6/2019	0.3	2.87	10.4	1.56
12/7/2019	0.21	1.11	19.3	1.092
12/28/2019	0.22	2.15	10.4	1.144
12/29/2019	0.24	2.3	10.4	1.248
12/30/2019	0.23	1.95	11.9	1.196
12/31/2019	0.22	1.7	12.8	1.144
1/1/2020	0.19	1.38	13.7	0.988
1/30/2020	0.04	0.36	10.3	0.208
1/31/2020	0.06	0.63	10	0.312
2/4/2020	0.18	1.76	10	0.936
2/5/2020	0.18	1.65	10.8	0.936

2/6/2020	0.17	1.48	11.8	0.884
2/7/2020	0.37	3.17	11.7	1.924
2/8/2020	0.39	3.31	11.8	2.028
2/9/2020	0.17	0.54	32.5	0.884
2/10/2020	1.42	13.49	10.5	7.384
2/11/2020	1.52	12.47	12.2	7.904
2/12/2020	1.51	11.51	13.1	7.852
2/13/2020	1.14	8.14	13.9	5.928
2/14/2020	1.14	7.74	14.7	5.928
2/15/2020	0.83	2.16	38.4	4.316
2/16/2020	0.62	2.07	29.9	3.224
2/17/2020	0.37	1.29	29	1.924
2/18/2020	0.39	1.79	21.6	2.028
2/19/2020	0.39	1.9	20.6	2.028
2/20/2020	0.46	2.55	17.9	2.392
2/21/2020	0.62	3.4	18.1	3.224
2/22/2020	0.45	1.5	30	2.34
2/23/2020	0.07	0.65	10.2	0.364
2/24/2020	0.24	2.38	10.1	1.248
2/25/2020	0.25	2.15	11.4	1.3
2/26/2020	0.24	2.07	11.6	1.248
2/27/2020	0.22	1.77	12.7	1.144
2/28/2020	0.1	0.56	18.3	0.52
3/2/2020	0.03	0.25	10.3	0.156
3/19/2020	0.89	7.82	11.4	4.628
3/20/2020	1.03	7.8	13.2	5.356
3/21/2020	1.04	7.86	13.2	5.408
3/22/2020	1	5.22	19.2	5.2
3/23/2020	0.32	1.03	30.9	1.664
3/28/2020	0.17	1.62	10.4	0.884
3/29/2020	0.03	0.05	60	0.156
4/3/2020	0.07	0.63	10.3	0.364
4/4/2020	0.05	0.46	11.6	0.26
4/12/2020	0.08	0.7	10.8	0.416
4/13/2020	0.21	1.99	10.7	1.092
4/14/2020	0.25	2.28	10.8	1.3
4/15/2020	0.23	1.86	12.4	1.196
4/16/2020	0.58	5.57	10.3	3.016
4/17/2020	0.59	5.41	10.8	3.068
4/18/2020	0.37	1.92	19	1.924

**October 1, 2020 - April 30, 2021 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/23/2020	0.02	0.15	10.4	0.104
10/24/2020	0.02	0.2	11.1	0.104
10/26/2020	0.04	0.37	10.1	0.208
10/27/2020	0.75	7.33	10.3	3.9
10/28/2020	0.74	6.65	11.2	3.848
10/29/2020	0.34	0.95	35.8	1.768
11/9/2020	0.04	0.36	10.2	0.208
11/10/2020	0.11	1.03	10.3	0.572
11/11/2020	0.05	0.33	15.9	0.26
11/24/2020	0.6	5.39	11.2	3.12
11/25/2020	0.6	5.2	11.5	3.12
11/26/2020	0.5	2.57	19.6	2.6
11/27/2020	0.34	1.38	24.2	1.768
11/28/2020	0.31	1.3	24	1.612
11/29/2020	0.23	0.9	25.4	1.196
11/30/2020	0.19	0.77	25.4	0.988
12/1/2020	0.03	0.3	10	0.156
12/2/2020	0.05	0.13	41.3	0.26
12/3/2020	0.01	0.02	36	0.052
12/11/2020	0.12	1.14	10.2	0.624
12/12/2020	0.12	1.13	10.4	0.624
12/13/2020	0.3	2.73	10.8	1.56
12/14/2020	0.38	3.06	12.3	1.976
12/15/2020	0.46	3.67	12.5	2.392
12/16/2020	0.46	3.49	13.1	2.392
12/17/2020	0.43	3.09	14	2.236
12/18/2020	0.37	2.05	17.9	1.924
12/19/2020	0.36	2.01	17.8	1.872
12/20/2020	0.27	1.47	18.6	1.404
12/29/2020	0.16	1.6	10	0.832
12/30/2020	0.16	1.45	11	0.832
12/31/2020	0.14	1.17	12.2	0.728
1/1/2021	0.12	0.94	13.1	0.624
1/2/2021	0.11	0.8	13.8	0.572
1/9/2021	0.04	0.35	10.1	0.208
1/10/2021	0.12	1.08	10.7	0.624
1/11/2021	0.13	1.26	10	0.676
1/12/2021	0.12	1.07	11	0.624
1/13/2021	0.04	0.17	22.3	0.208
1/26/2021	0.02	0.15	10.1	0.104
1/27/2021	0.09	0.88	10	0.468
1/28/2021	0.09	0.77	11	0.468
2/14/2021	0.07	0.65	10.5	0.364
2/15/2021	0.07	0.66	10.5	0.364

2/16/2021	0.07	0.57	11.4	0.364
2/17/2021	0.05	0.37	12.3	0.26
2/18/2021	0.11	0.96	10.9	0.572
2/19/2021	0.11	0.93	11.5	0.572
2/21/2021	0.21	2.02	10.5	1.092
2/22/2021	0.2	1.7	11.6	1.04
2/25/2021	0.33	3.14	10.4	1.716
2/26/2021	0.33	2.95	11.2	1.716
2/27/2021	0.32	2.5	12.8	1.664
2/28/2021	0.29	2.09	13.7	1.508
3/1/2021	0.41	2.77	14.6	2.132
3/2/2021	0.32	1.46	21.7	1.664
3/5/2021	0.03	0.14	17.6	0.156
3/10/2021	0.02	0.15	13.2	0.104
3/13/2021	0.32	2.66	12.1	1.664
3/14/2021	2.11	18.08	11.7	10.972
3/15/2021	2.59	21.02	12.3	13.468
3/16/2021	1.85	12.74	14.6	9.62
3/17/2021	1.85	11.41	16.2	9.62
3/18/2021	1.76	10.17	17.3	9.152
3/19/2021	1.6	7.41	21.6	8.32
3/20/2021	0.93	2.8	33.3	4.836
3/22/2021	0.27	2.49	10.7	1.404
3/23/2021	0.27	2.31	11.7	1.404
3/24/2021	0.38	2.89	13	1.976
3/25/2021	0.38	2.79	13.5	1.976
3/26/2021	0.24	1.06	22.4	1.248
3/30/2021	0.18	1.73	10.4	0.936
3/31/2021	0.18	1.62	11.1	0.936
4/1/2021	0.06	0.24	23.1	0.312
4/7/2021	0.1	1	10	0.52
4/15/2021	0.05	0.37	14	0.26
4/16/2021	0.93	7.77	11.9	4.836
4/17/2021	0.95	7.6	12.5	4.94
4/18/2021	0.52	3.82	13.7	2.704
4/19/2021	0.15	0.43	35.2	0.78
4/20/2021	0.3	2.75	10.9	1.56
4/21/2021	0.29	2.45	12	1.508
4/22/2021	0.31	2.34	13.1	1.612
4/23/2021	0.18	1.02	17.8	0.936
4/28/2021	0.32	1.75	18.3	1.664
4/29/2021	0.19	0.68	27.6	0.988

Sedgwick Claims Management Services, Inc.  
P O Box 14493  
Lexington, KY 40512-4493



May 07, 2021

Southlands Metropolitan District 1  
C/O Special District Mgmt Srvc  
141 Union Blvd, Suite 150  
Lakewood CO 80228  
Att: Ann Finn

MAY 18 2021

**CERTIFIED MAIL**

Re Our Client: CO Special Dists Property and Liab Pool  
Our Claim No: 40210386CC0-0001  
Date of Loss: 03/09/2021  
Certificate: 0006667  
Type of claim: Retention Wall Collapse  
Claimant: Southlands Metropolitan District 1

Dear Ms. Finn:

This letter acknowledges receipt of your request, on behalf of the Southland Metropolitan District No. 1 (the "District"). The claim, which the District presented, was for coverage to rebuild the section of retention wall which collapsed due to faulty construction.

On behalf of the Colorado Special Districts Property & Liability Pool (the "Pool"), we respectfully decline your request for coverage. The reason for our decision is set forth below, along with specific provisions in the Coverage Document, which supports our conclusion.

On March 11, 2021, a claim was filed for the district for water damages section of the retention wall located at 23972 East Prospect Avenue, Colorado, which collapsed after a snowstorm. We inspected the collapsed structure on March 25, 2021 and based on the findings, retained the services of a structural engineer to determine why the retention wall collapsed. Drew House with Golden Forensics inspected the structure, reviewed the construction documents and researched the weather the day of the loss. Golden Forensics provided an investigation report (copy attached) which concluded: "

*1. The localized collapse of the CMU fascia wall was the result of deviations from the design drawings during installation and was not the result of a onetime weather event.*

*2. There are remaining areas at risk of collapse that should be evaluated and mitigated as necessary by a qualified professional."*

Faulty workmanship or defective design is specifically excluded in your property coverage documents.



\* c 2 0 6 2 1 8 0 7 - 1 1 0 - 9 4 0 6 \*



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Please refer to the Pool Property Coverage Document, SECTION 7, PERILS EXCLUDED, which states:

**7. PERILS EXCLUDED**

This Coverage Document does not cover:

...

*B. Against the cost of making good defective design or specifications, faulty material, or faulty workmanship; however, this exclusion shall not apply to physical loss or damage resulting from a covered peril from such defective design or specifications, faulty material, or faulty workmanship;*

Damages to the retention wall caused by faulty workmanship or design were specifically excluded in the District's Property Form. Therefore, we must respectfully deny your request for coverage. Please be assured that we have given the fullest consideration to your claim.

The actions being taken by this company, as described in this letter, constitute our position on your claim based on the information and documentation we have received. If you have any new or different information that might lead us to reconsider our decision on this matter, please contact us immediately.

We trust that this coverage position is clear. If you disagree with this conclusion, the Pool has adopted a process for Members wishing to dispute this determination. You may submit your dispute by providing the Pool the dispute form, along with any materials and information you believe relevant to the determination within 60 days of your receipt of this letter. Attached is a copy of the dispute form, when completed, please submit by sending the form and additional supporting documentation to Robert McDonald at [romcdonald@mccriff.com](mailto:romcdonald@mccriff.com).

Sedgwick manages claims on behalf of CO Special Dist's Property and Liab Pool.

We value your privacy. For more on what personal information we may collect, how we may use this information and other important areas relating to your privacy and data protection, please read our privacy notice [www.sedgwick.com](http://www.sedgwick.com).

Sincerely,  
Marianella Rosales  
Claims Examiner  
Mobile: (720)724.1257  
Toll Free Phone: (800)507-9656  
Fax: (303)713-6056  
E-mail: [nella.rosales@sedgwick.com](mailto:nella.rosales@sedgwick.com)

Cc: File  
Robert Mc Donald, [romcdonald@mccriff.com](mailto:romcdonald@mccriff.com)  
Dianne Criswell, [Dianne@sdaco.org](mailto:Dianne@sdaco.org)

T. Charles Wilson  
384 Inverness Parkway



Suite 170  
Englewood, CO 80112

Skye Bailey, Director of Operations  
M&JWILKOW  
6155 S Main Street  
Suite 260  
Aurora, CO 80016

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.



5/7/2021

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<b>Person Submitting</b>	
<b>Signature</b>	
<b>Title</b>	
<b>Date</b>	

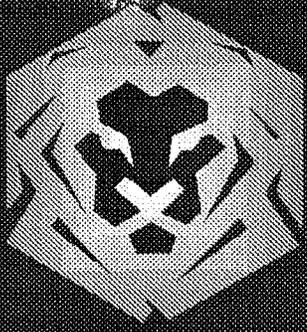


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# GOLDEN FORENSICS, LLC

## Technical Report

April 30, 2020

**PREPARED FOR:** Ms. Nella Rosales  
Sedgwick  
Claims Examiner  
[nella.rosales@sedgwick.com](mailto:nella.rosales@sedgwick.com)

**INSURED:** Southlands Metropolitan District  
No. 1

**LOSS LOCATION:** 23972 East Prospect Avenue  
Aurora, CO 80016

**DATE OF LOSS:** March 9, 2021

**LOSS TYPE:** Retaining Wall Collapse

**CLAIM NUMBER:** 40210386CC0

**GOLDEN NUMBER:** 210600



Steven "Drew" Houser  
P.E. License No. 55160  
(Expires 10/31/2021)



5/7/2021

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## Assignment

At your request, Golden Forensics, LLC (Golden Forensics) performed an evaluation of the retaining wall servicing E Smokey Hill Rd in the City of Aurora, Colorado. Mr. Drew Houser, P.E. of Golden Forensics was assigned to determine the cause of the localized collapse which reportedly occurred on March 9, 2021, the date of loss (DOL).

## Scope

The work conducted for this assignment included the following:

1. Mr. Drew Houser, P.E. of Golden Forensics solely conducted a site evaluation on April 21, 2020. Throughout our evaluation we observed the collapsed area, which we will refer to as the area of interest (AOI). We walked the several hundred feet along each side of the collapse, measured the plumbness of the retaining wall, and notated general observations.
2. We documented the observed conditions and photographed representative conditions. Select photographs are included in this report. These photographs may have been cropped or otherwise enhanced to emphasize certain conditions. All photographs have been retained in their original formats in our file and can be provided upon request.
3. Aerial images were researched through Pictometry and historical satellite imagery was obtained through Google Earth.
4. We utilized historical weather data through the National Operational Hydrologic Remote Sensing Center (NOHRSC) at <https://www.nohrsc.noaa.gov/nsa/> to determine snow depths and snow water equivalents.
5. We reviewed the following documents as part of our evaluation:
  - a. Allied Universal Incident Report #21-0309-1280, dated March 9, 2021
  - b. Southlands, Filing No. 1, Retaining Wall Drawings, Job No. 04-3156, by Ground Engineering Consultants, dated May 6, 2004



## Background

The retaining wall that is the subject of this report was a combination of a soil nail wall with a split face concrete masonry unit (CMU) fascia and a mechanically stabilized earth (MSE) wall situated along the north side of E Smoky Hill Rd. The wall tapered from one tier at the west end to three tiers at the east end with a short section comprised of two tiers. The design drawings for the wall call out each tier as Wall A, B, and C with Wall A being the bottom tier, Wall B being the second tier, and Wall C being the third tier. Wall C was designed as an MSE wall for the full length of the wall and Wall A and B varied between the soil nail wall with the CMU fascia and an MSE wall. The AOI occurred along a two-tier section, within Wall A adjacent to the "Service Street" commercial building south parking lot. The AOI was a soil nail wall with a CMU fascia. Data from the incident report stated that a portion of the retaining wall collapsed on Tuesday, March 9, 2021, at 2:28 PM.

Aerial images of overall area as well as the AOI are shown below:

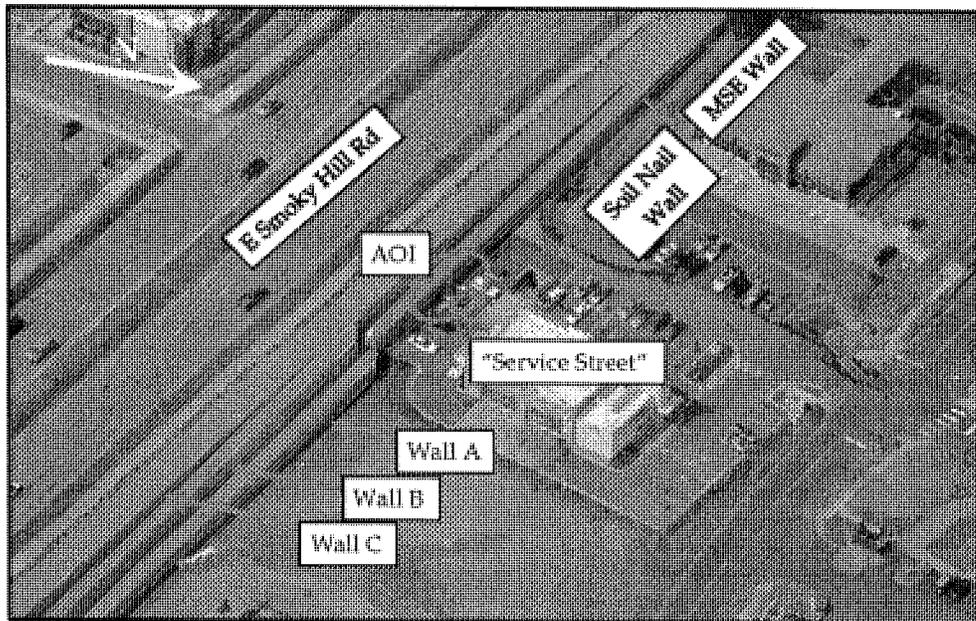


Figure 1: Overall image of retaining wall and AOI provided by Pictometry; dated 3/30/2020



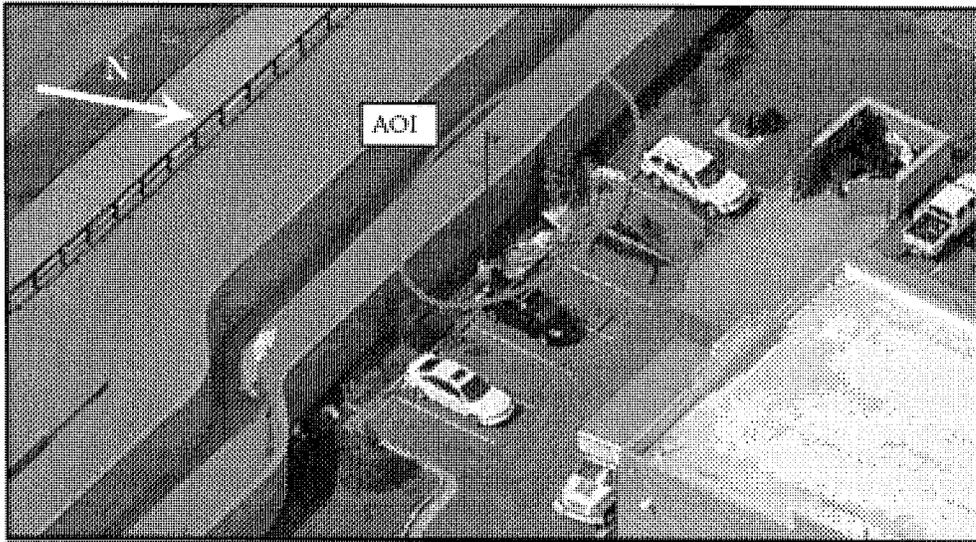


Figure 2: Aerial image of north face of AOI provided by Pictometry; dated 3/30/2020

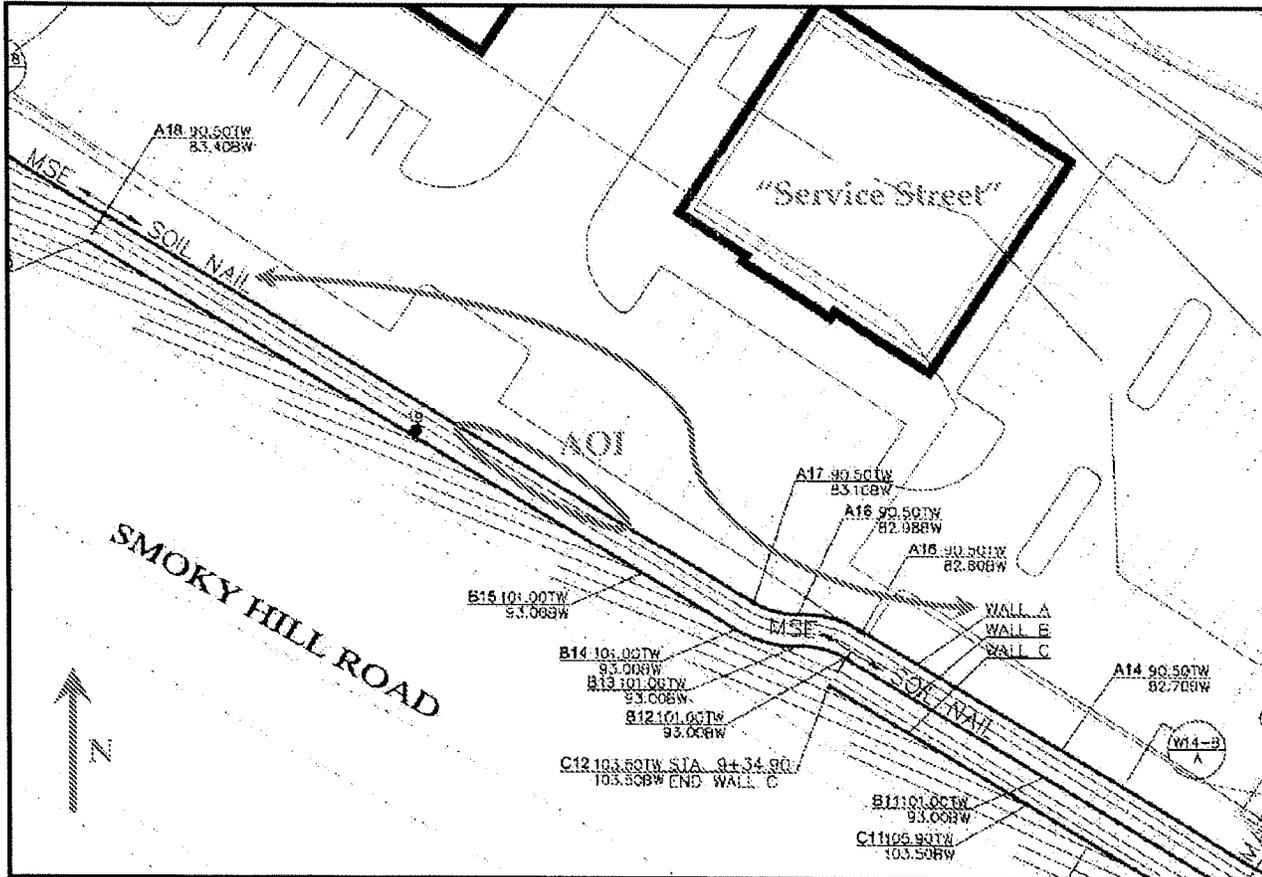


Figure 3: Excerpt from sheet W14-3 of Ground Engineering drawings showing area of interest; notated by Golden Forensics; note Wall A is a soil nail wall at AOI



## Data Collection

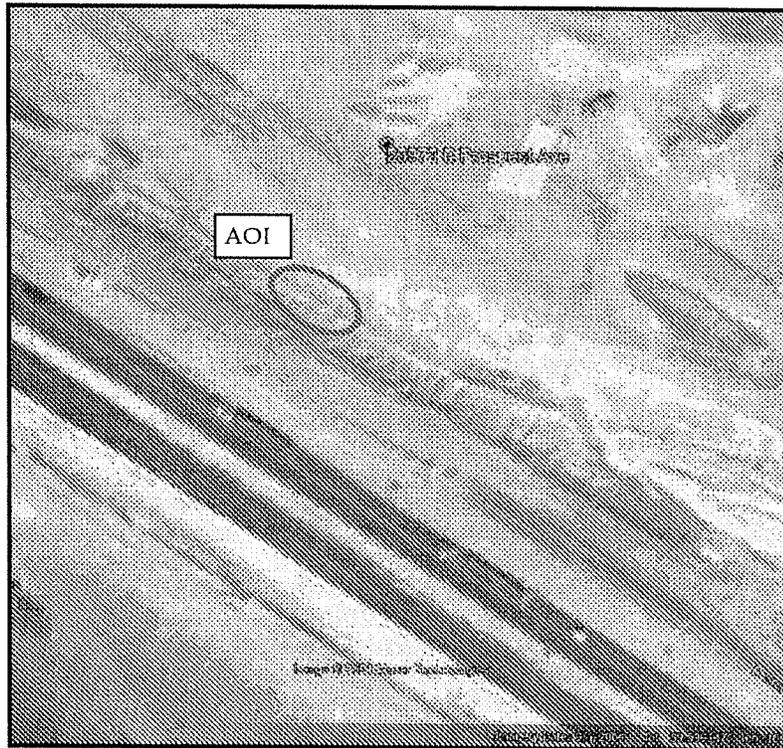
### Information Provided

We spoke with the design engineer, Mr. Sean Chiang<sup>1</sup>, with Ground Engineering and Consultants, Inc. to acquire the design drawings for the retaining wall. Mr. Chiang stated that they did not keep records this far back and were unable to provide them. We then contacted Ms. Ann Finn<sup>2</sup>, District Manager with Southlands Metropolitan District No. 1, who did retain design drawings and provided Golden Forensics with an electronic copy.

Once we received the design drawings, we contacted Mr. Chiang who provided clarification on the details of the drawings.

### Aerial Image Research

As part of our evaluation, we performed aerial image research through Pictometry and Google Earth to compare historic conditions to observed conditions at the site:



*Figure 4: Historical satellite image dated 9/1/2004 from Google Earth with approximate location of AOI noted prior to wall construction*

<sup>1</sup> Sean Chiang, P.E., Ph.D., Ground Engineering and Consultants, Inc, 303-907-0488, [sean.chiang@groundeng.com](mailto:sean.chiang@groundeng.com)

<sup>2</sup> Ann Finn, Southlands Metropolitan District No. 1, 303-987-0835, [afinn@sdmsi.com](mailto:afinn@sdmsi.com)



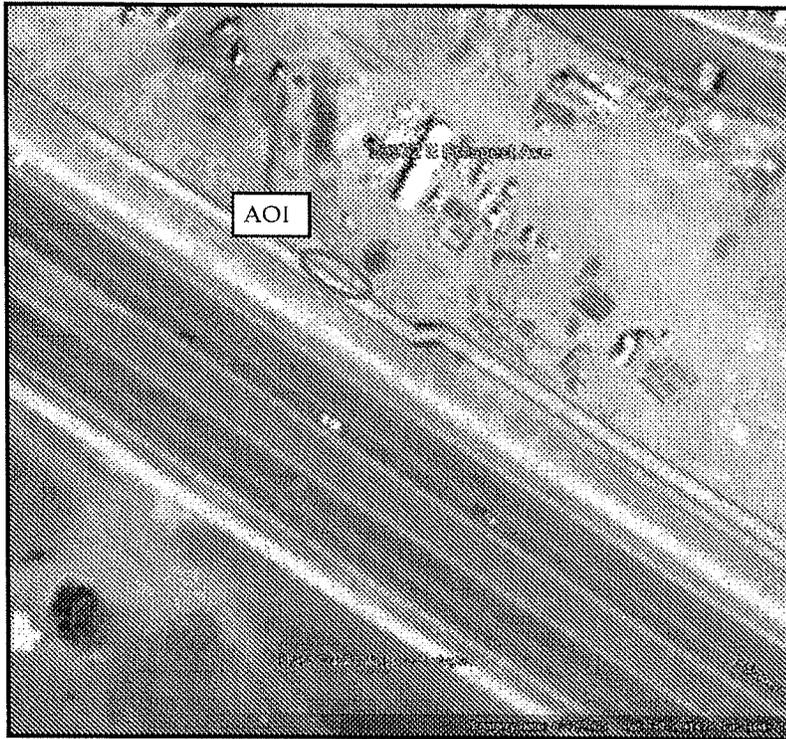


Figure 5: Historical satellite image dated 6/21/2005 from Google Earth with approximate location of AOI notated after wall construction

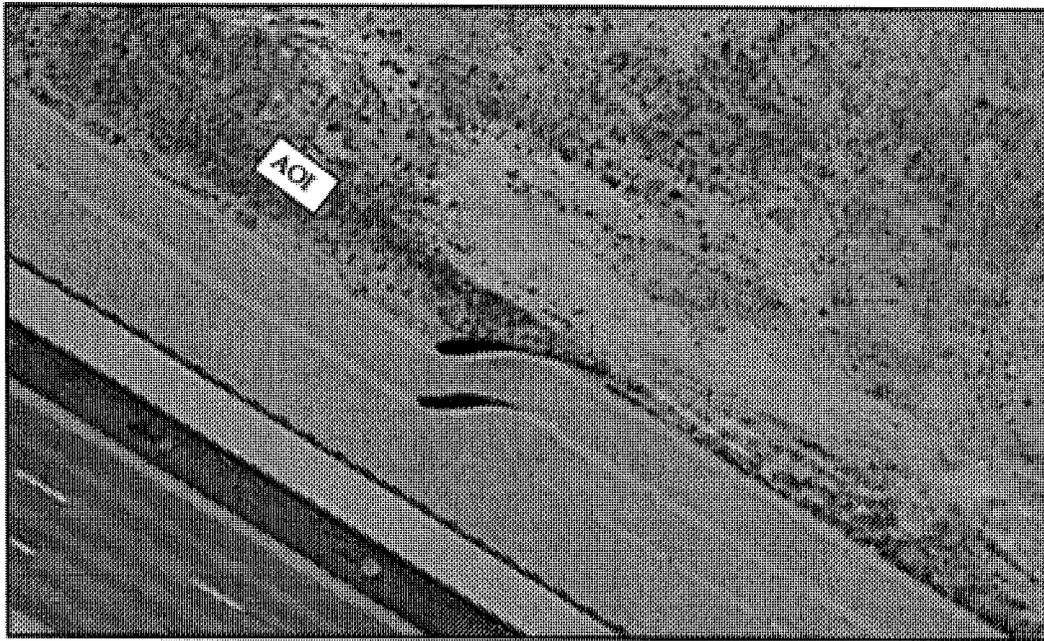
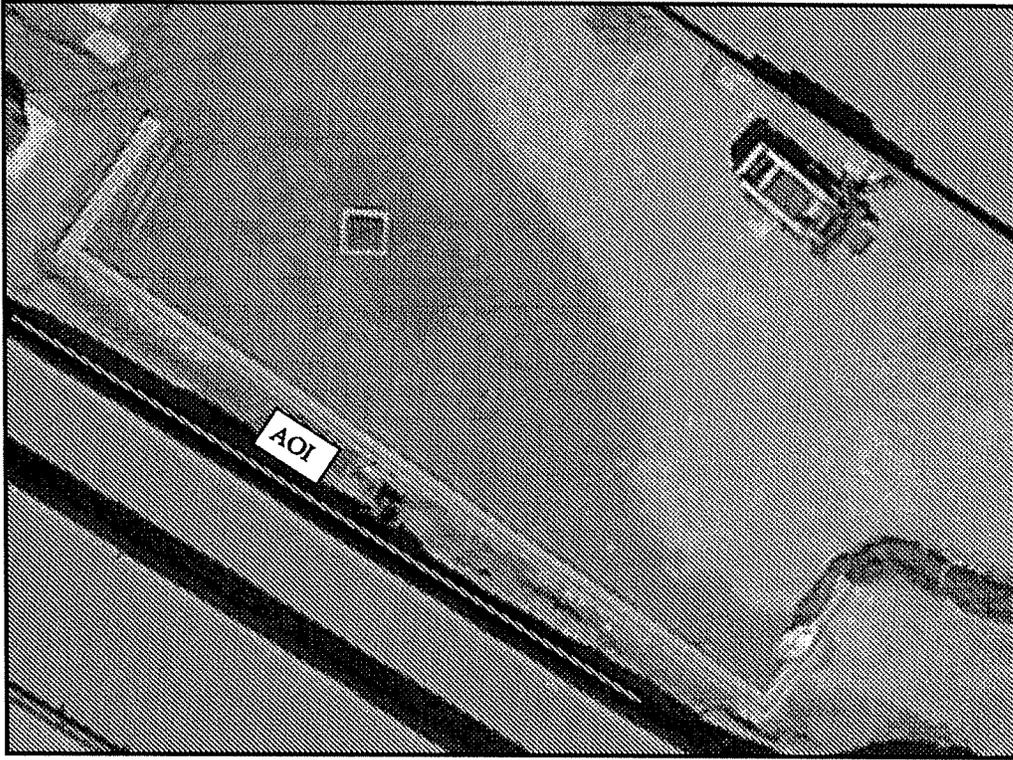


Figure 6: Historical satellite image from Google Earth dated 4/25/2016; note wall appears straight





*Figure 7: Historical aerial image from Pictometry dated 4/25/2016; note wall appears straight*



*Figure 8: Historical aerial image from Pictometry dated 4/2/2018; note wavy appearance of wall*



**Weather Research**

As part of the documents we received, we saw conversational verbiage in e-mail correspondence that the wall could have collapsed from snow accumulation up, over, and behind the retaining wall. It is important to note that the Denver Metropolitan Area did received the fourth largest snowstorm on record from March 14-15, 2021. This event occurred after the reported DOL on March 9, 2021. Regardless, to address this concern we utilized historical weather data through the National Operational Hydrologic Remote Sensing Center (NOHRSC) to determine snow depths and snow water equivalents.

We searched dates between October 1 and April 30 for the last 5 years from Station CO-AR-259 located approximately 4.95 miles northwest of the subject property (the closest active station to the site). The full applicable data sets can be found in Attachment A. We summarize this data below by showing the date that the greatest snow weight was calculated (based on moisture content and total snow depth at any one time) each year and date on which it occurred. We also include data from the dates leading up to the collapse in 2021. The greatest snow pressure in pounds per square foot (PSF) recorded at any one time as reported by this station is outlined in red below:

1. Winter 2016-2017: January 17 -----4.16 PSF
2. Winter 2017-2018: February 24-----3.22 PSF
3. Winter 2018-2019: March 14 -----5.82 PSF
4. Winter 2019-2020: February 11-----7.90 PSF
5. Winter 2020-2021: March 15 (Post DOL) -----13.47 PSF
6. March 1-9, 2021 (DOL): March 1 -----2.13 PSF

No snow was recorded on the ground at the station on the reported DOL, thus we included the dates leading up to the reported DOL which exhibited the greatest snow depth of 2.77 inches and greatest snow load of 2.13 PSF (Bullet 6). This snow pressure represents less than the lowest snow pressures (occurring on February 24, 2018) in the bullets above.



### Site Observations

All observations cited in this report pertain to the condition of the property on the dates of the evaluations as documented in the *Scope* section.

We observed approximately 50 feet of the CMU fascia wall collapsed into the south parking lot of "Service Street." We observed clean gravel fill had spilled onto the landscaped area and into the parking lot under, over, and around scattered CMU fascia blocks. We observed scattered withdrawn steel wall ties intended to connect the shotcrete surface of the soil nail wall with the CMU fascia wall. Many of these wall ties stayed connected to the shotcrete wall via a powder-actuated fastener (PAF). The wall ties that pulled out of the wall had a sharp bend near the end of the tie where they appeared to have been turned down inside the voids within the CMUs. The wall ties that stayed attached to the shotcrete wall had smoothed out, possibly from being forced between the CMUs as they toppled to the ground. It is also possible that the ties were not bent and turned down within the void of the CMUs during original construction. The wall ties and PAFs were corroded with section loss, but we did not observe any severed, cracked, or fractured ties. Although the design drawings called for the PAFs to be epoxied, we did not observe any epoxy on the PAFs or in the empty PAF holes where the PAFs had pulled out. Mr. Chiang stated that this was a typographical error and that the PAFs should not need epoxy. It is our experience that PAFs generally do not use epoxy. Plastic clips used to set the batter of the wall and resist the lateral soil pressure were observed to still be in place in many of the displaced CMU blocks. Figure 9 below shows an excerpt from the design drawings to clarify the cross section of the wall:

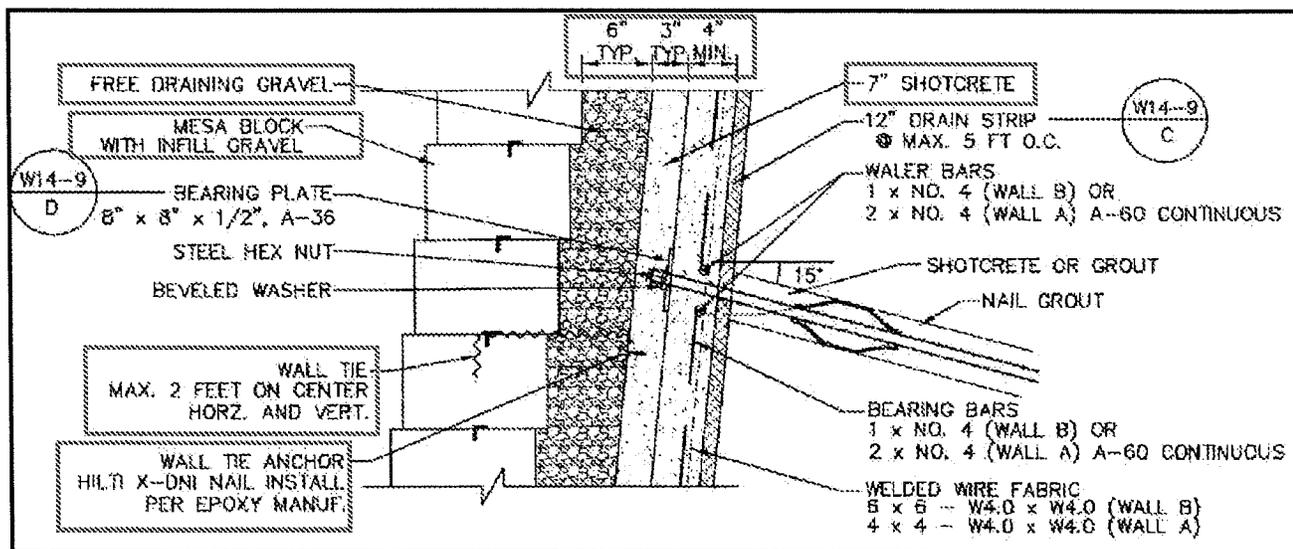


Figure 9: Excerpt from sheet W14-9 from Ground Engineering design drawings showing soil nail wall cross section; notated with red rectangles to highlight areas discussed above



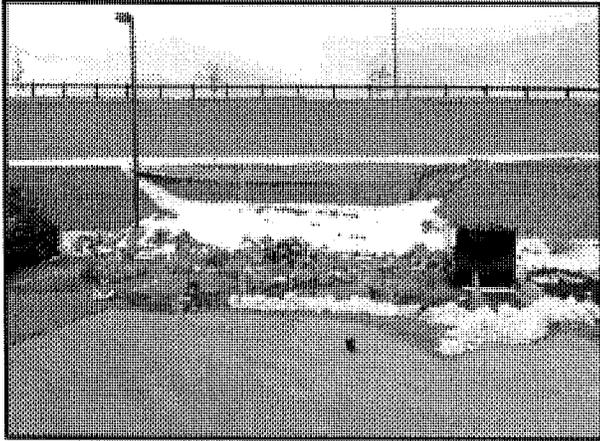


Figure 10: Overview of localized collapse of retaining wall



Figure 11: Overview of localized collapse of retaining wall

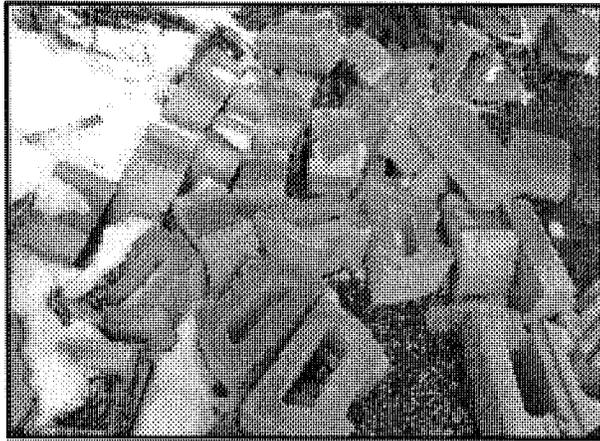


Figure 12: Scattered blocks and gravel fill

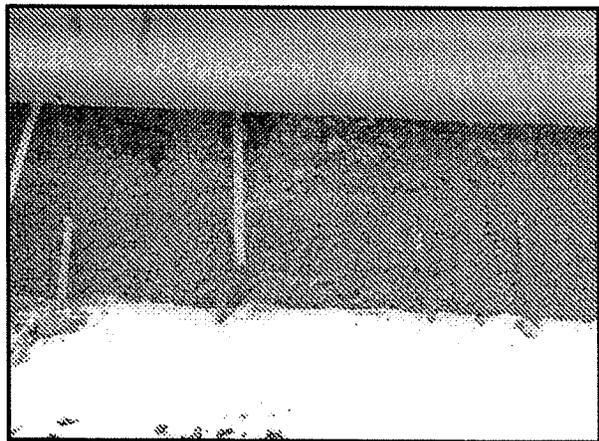


Figure 13: Several wall ties still connected to the shotcrete wall exhibit corrosion

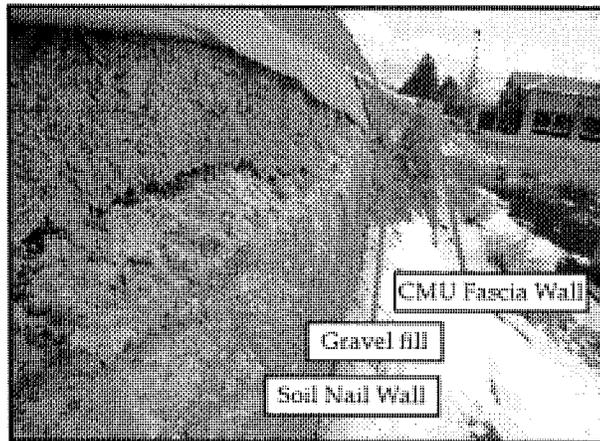


Figure 14: Lateral view of soil nail wall, gravel fill, and CMU fascia wall



Figure 15: Straight wall tie with no evidence of bend from being turned down into the void of the CMUs



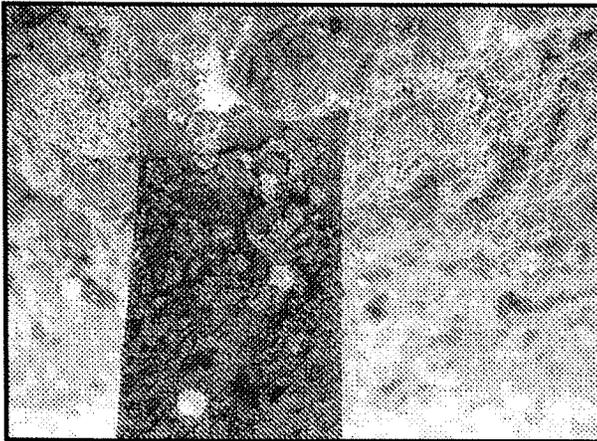


Figure 16: Close up of corroded wall tie

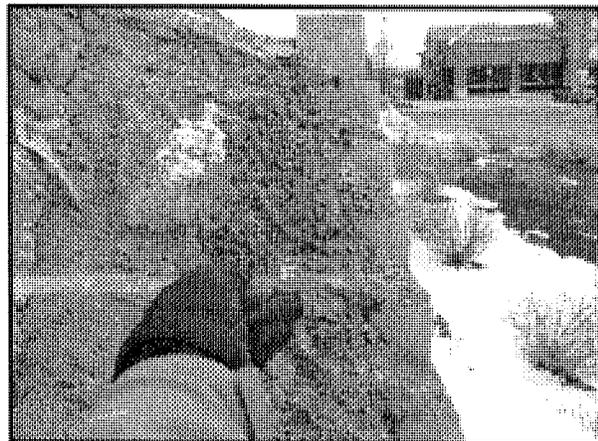


Figure 17: Wall tie length was enough to reach CMU fascia wall

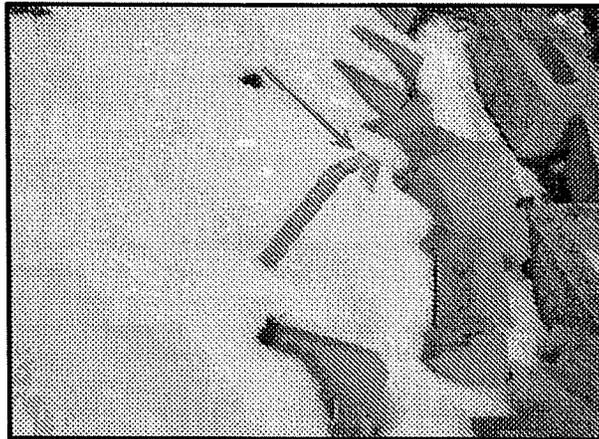


Figure 18: Sharp bend in wall tie where it was bent downward within void of CMU



Figure 19: Sharp bend in wall tie where it was bent downward within void of CMU



Figure 20: Typical section of CMU with plastic clips still installed

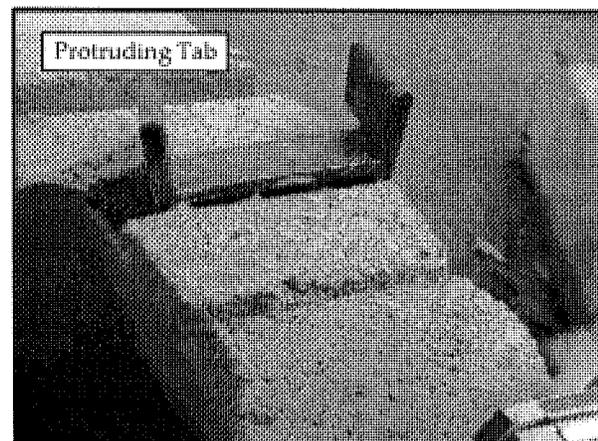


Figure 21: Closeup of plastic clip used to resist lateral loads with protruding tabs to set the batter of the wall



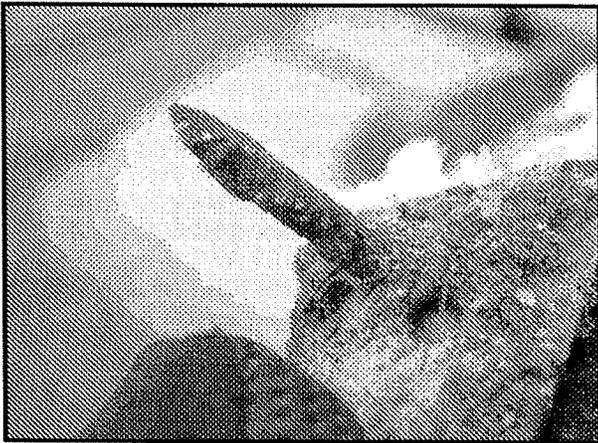


Figure 22: Corroded PAF

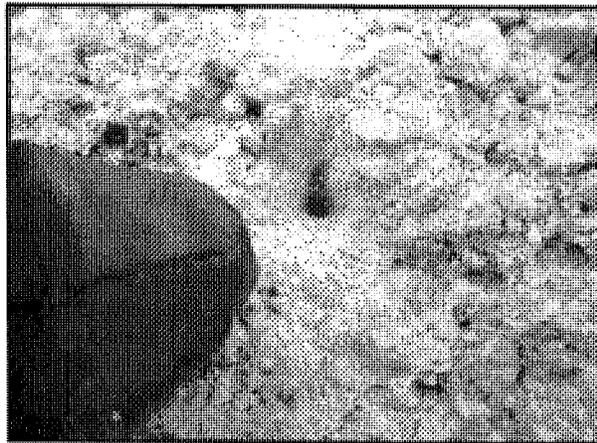


Figure 23: Void where PAF pulled out of shotcrete face of the soil nail wall

We measured the distance between the shotcrete face of the soil nail wall and CMU fascia wall along approximately 300 feet of Wall A to determine the approximate width of the void between the two walls that was filled with gravel. The CMU fascia and wall ties were intended to retain this gravel and thus variations in this width would result in varying lateral pressures placed on the CMU fascia wall. The smallest width measured was five inches and the largest width measured was approximately 24 inches which occurred at the area of failure. Per the design drawings (see Figure 9), this width was intended to be six inches. Many of these areas it exhibited gravel subsidence and the gravel surface was up to 12 inches lower than the top of the cap units on the fascia wall. Some of these locations exhibited distress in the top of the CMU fascia wall indicating movement.

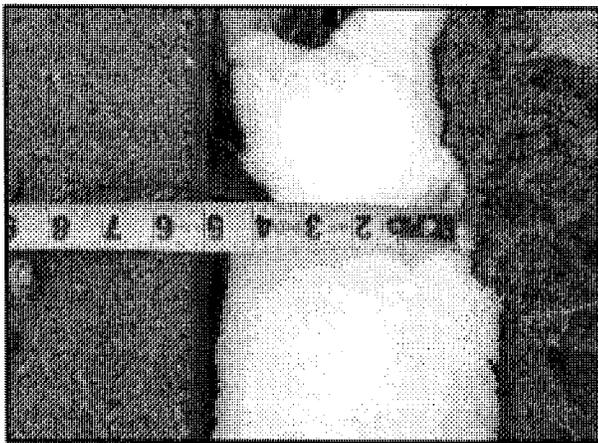


Figure 24: Space between shotcrete wall and back of cap unit approximately 5 inches

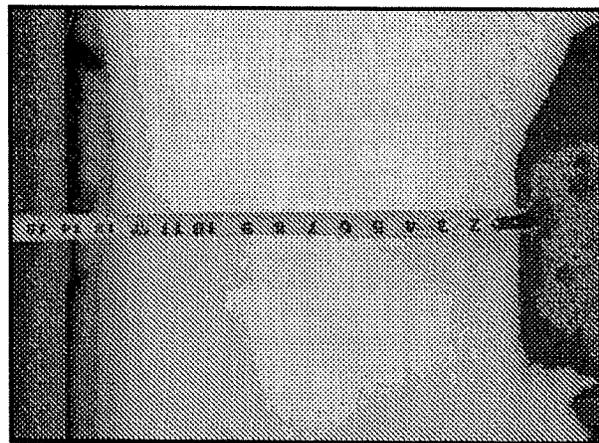


Figure 25: Space between shotcrete wall and back of cap unit approximately 15 inches



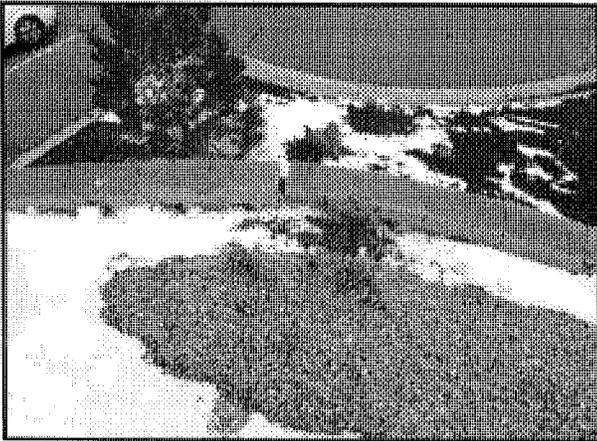


Figure 26: Overview of soil subsidence behind CMU fascia wall with separation between capstones indicating movement

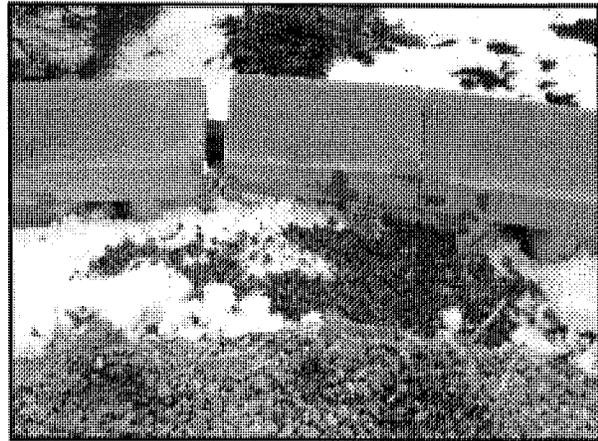


Figure 27: Closeup of soil subsidence behind CMU fascia wall and separation of capstone

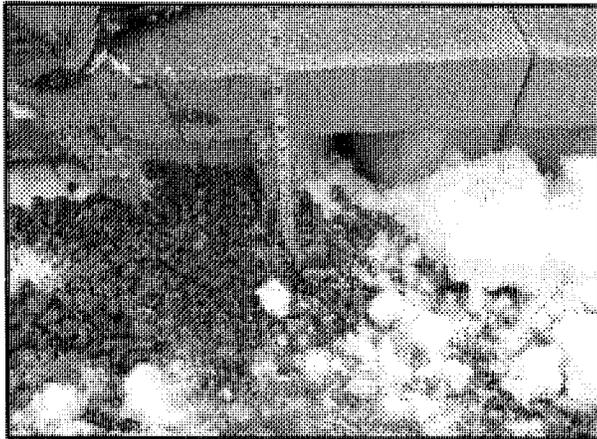


Figure 28: Approximately 12 inches of soil subsidence

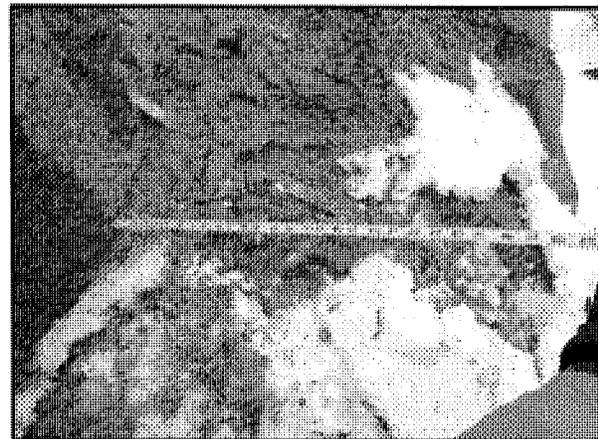


Figure 29: Collapsed area showed approximately 24 inches of backfilled space between walls

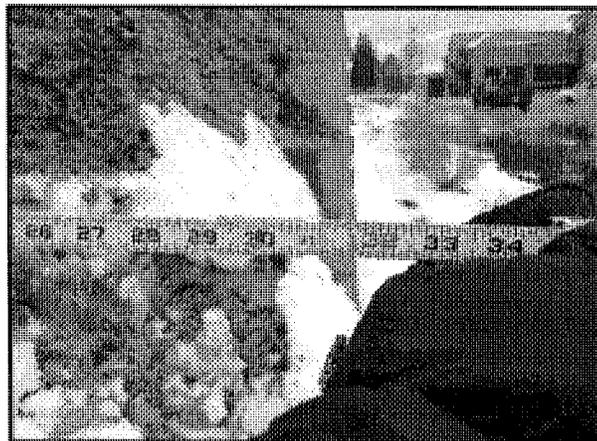


Figure 30: Lateral view attempting to align exterior face of CMU fascia wall with folding ruler



Figure 31: Lateral view attempting to align interior face of CMU fascia wall with folding rule



We also measured the plumbness of the wall and observed multiple areas that were near vertical or were actually leaning out. The CMU fascia wall was intended to be battered at a slope of 1:12 (H:V) leaning back towards the retained fill (see Figure 30 below). This equates to approximately 85.25° leaning away from the parking lots (90° would be plumb). Starting approximately 30 feet west of the collapsed section and measuring approximately every 15 feet for the next 140 feet to the west, we measured the wall to be between 85° and 87° battered towards the retained fill as designed. However, within 30 feet of the west side of the collapse we observed the CMU fascia wall to be near vertical or vertical (90°). This indicates that the wall had rotated outward nearly 5° since it was originally constructed. Interestingly, within 30 feet of the east side of the collapse, we observed the CMU fascia wall to be between 85° and 87° battered towards the retained fill as designed. However, at the outside radius portion of the wall, we measured the wall to be leaning out approximately 0.5° (90.5°). This location corresponded to backfill width (distance between CMU fascia and soil nail wall) of approximately 17 inches. The cap unit on top of the CMU fascia wall should generally be level. Variations in the amount of adhesive used to attach the cap unit to the first course of CMUs could cause the cap to be slightly unlevel. That being said, we measured approximately 100 feet of Wall A cap unit to be leaning out towards the parking lot between 2° and 4°. This indicates that much of this wall has rotated out of plumb towards the parking lots.

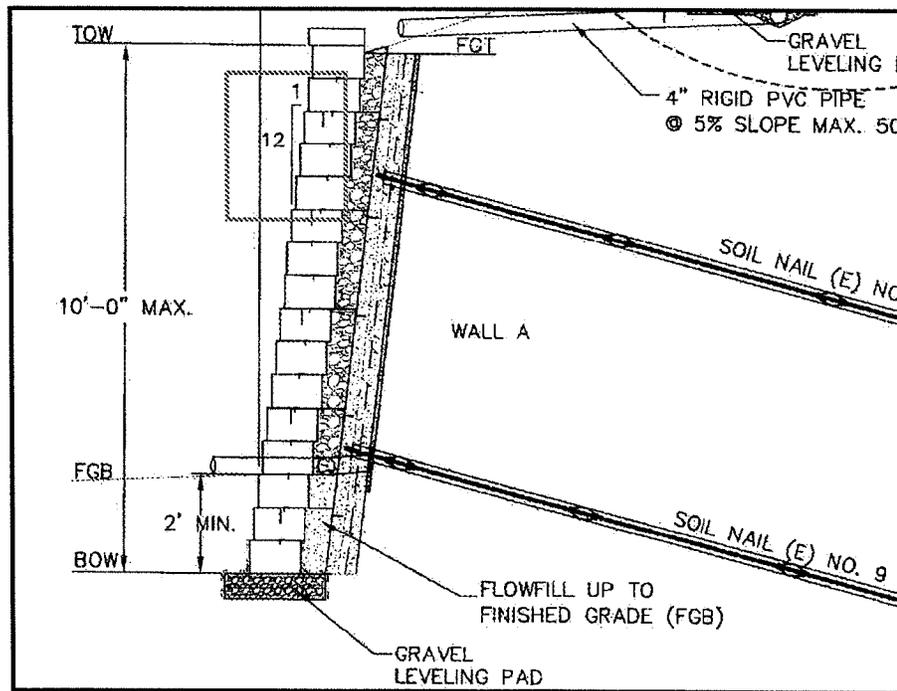


Figure 32: Excerpt from sheet W14-8 from Ground Engineering design drawings showing soil nail wall cross section; notated with red rectangles to highlight areas discussed above



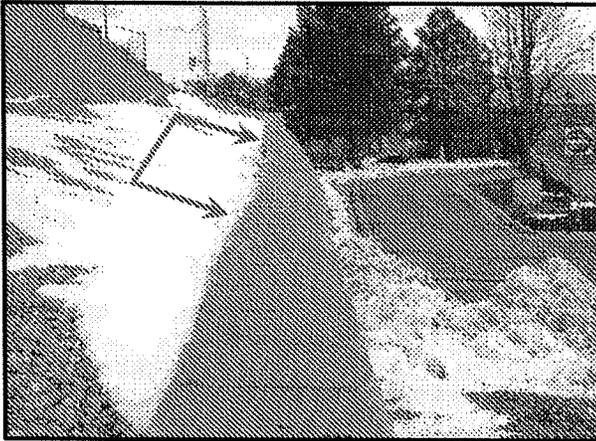


Figure 33: Undulations in Wall A where wall leans outward



Figure 34: Undulations in Wall A where wall leans outward

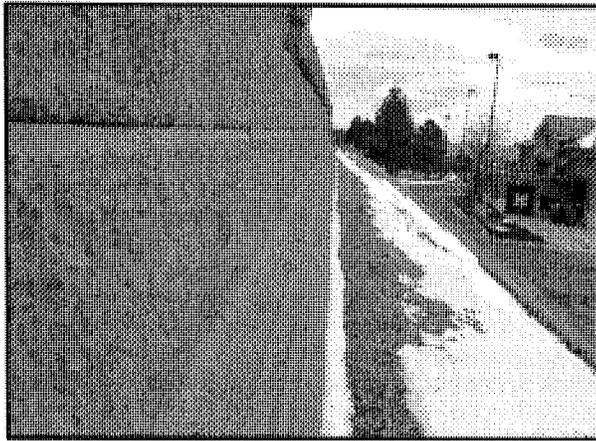


Figure 35: Wall B showing proper batter towards fill



Figure 36: Proper batter of Wall B

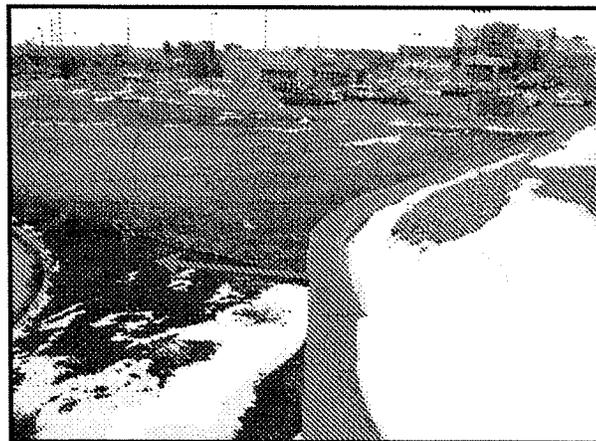


Figure 37: Outside radius of Wall A leans outward approximately 0.5°

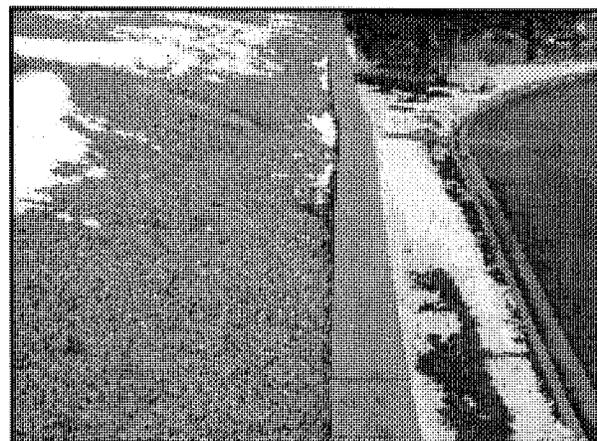


Figure 38: Undulations in Wall A where wall leans outward



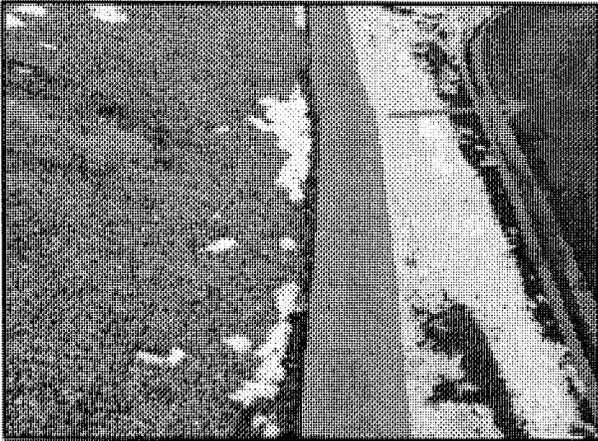


Figure 39: Closeup of Figure 38



Figure 40: Adhesive on last course of block in Wall A to attach cap unit

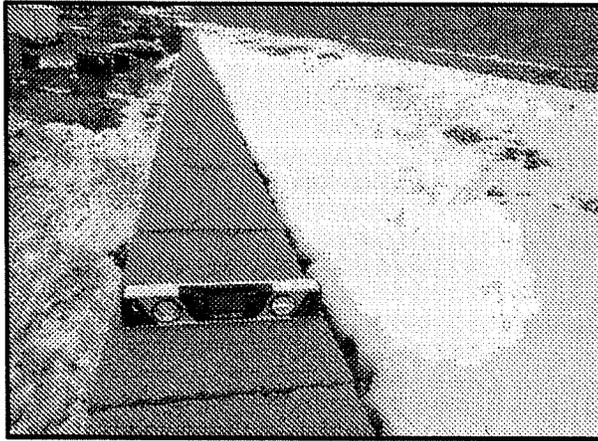


Figure 41: Wall A cap unit leaning outward at 2.2°



Figure 42: Closeup of Figure 41

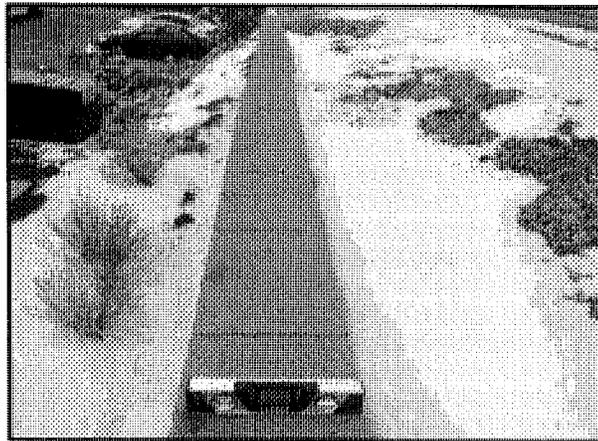


Figure 43: Wall A cap unit leaning outward at 3.9°

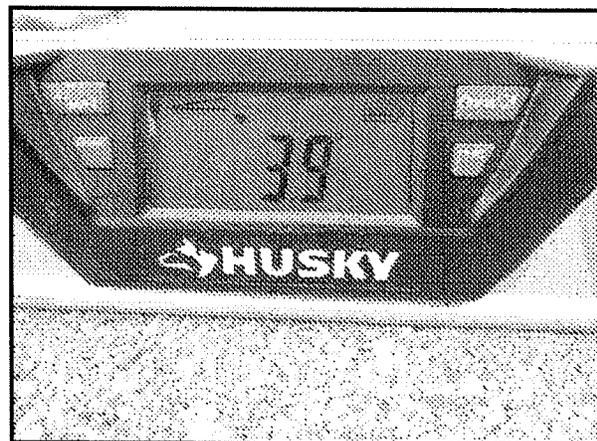


Figure 44: Closeup of Figure 43



At the west end of Wall B, Wall A has a designed construction joint where the wall changes from an MSE wall to a soil nail wall with a CMU fascia. We observed the CMU fascia wall was rotated out of plumb and leaning out approximately 1.5 inches beyond the adjacent MSE wall at the construction joint. Due to this displacement, the cap unit adhesive had failed, and we were able to remove the cap block to view the voids within the MSE wall and CMU fascia wall. The design drawings call for these voids to be filled with gravel. We did not observe gravel and the walls of the voids appeared clean as if gravel had never been installed. In addition, the design drawings called for varying types of reinforcement to be installed within the shotcrete soil nail wall. The outermost layer of reinforcement was to be covered by at least five inches of shotcrete via the design drawings. We observed multiple locations where the reinforcement of the shotcrete soil nail wall was exposed and corroded with voids behind the reinforcing bars. It is worth noting that the concrete flatwork above the retaining wall was in excellent condition and showed no signs of differential vertical movement. This indicates the soil nail wall and MSE walls are performing as intended and that the only signs of distress related to the collapse are within the CMU fascia wall.

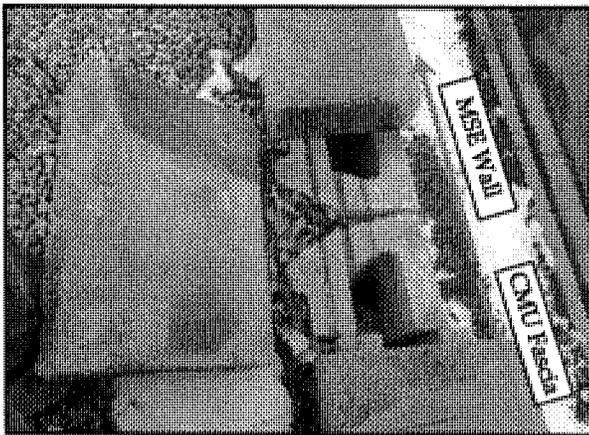


Figure 45: Capstone removed at construction joint between MSE wall and CMU fascia wall

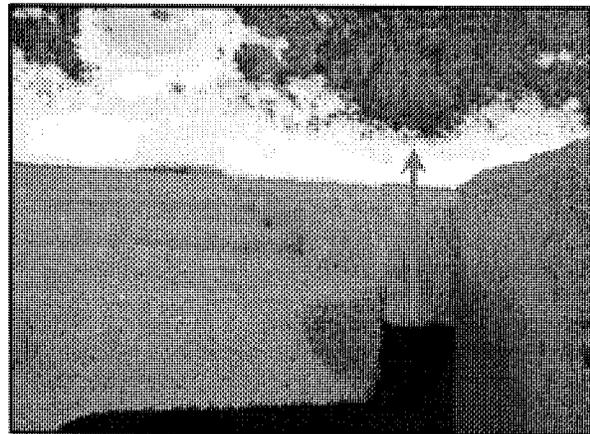


Figure 46: Construction joint showing CMU fascia wall displaced outward



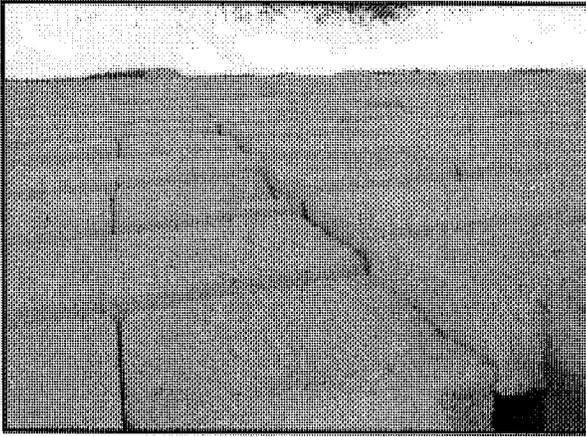


Figure 47: Second view of displaced CMU fascia wall showing the displacement is greater at the top

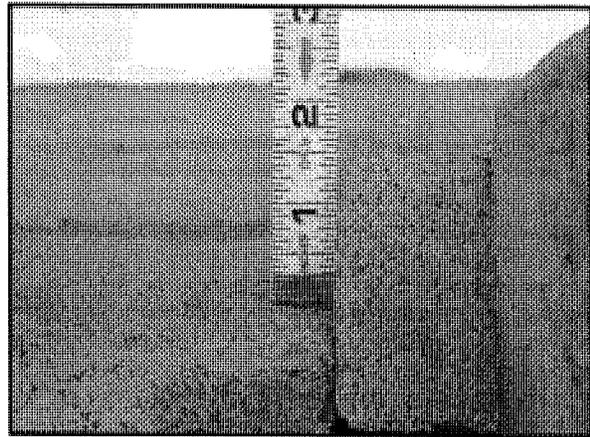


Figure 48: Displaced CMU fascia wall approximately 1.5 inches outward

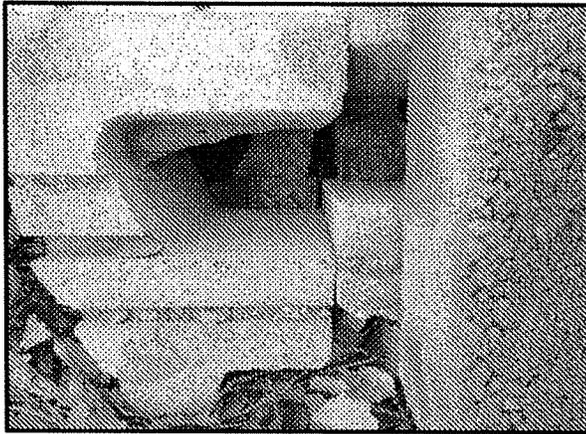


Figure 49: No gravel infill within block void

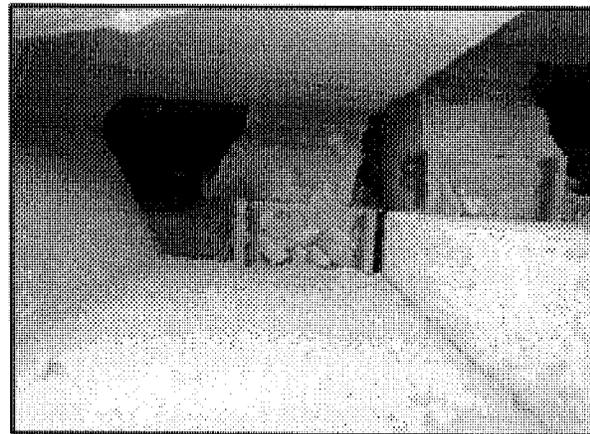


Figure 50: No gravel fill within block void

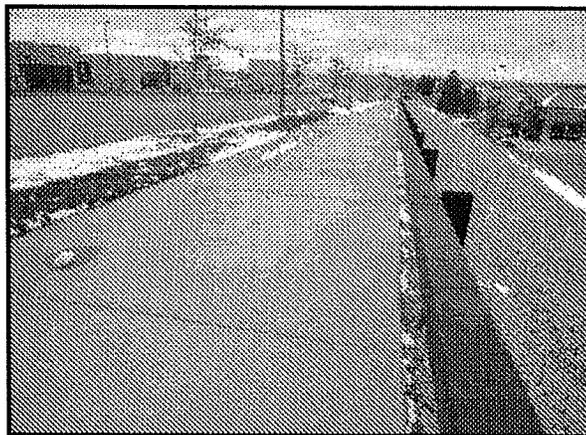


Figure 51: Concrete flatwork in excellent condition over retaining wall

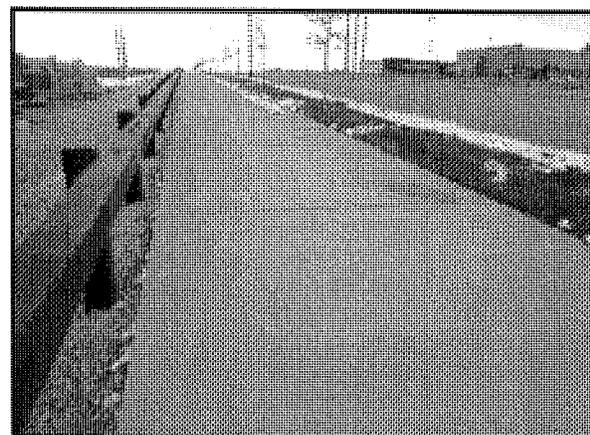


Figure 52: No signs of distress in concrete flatwork over retaining wall



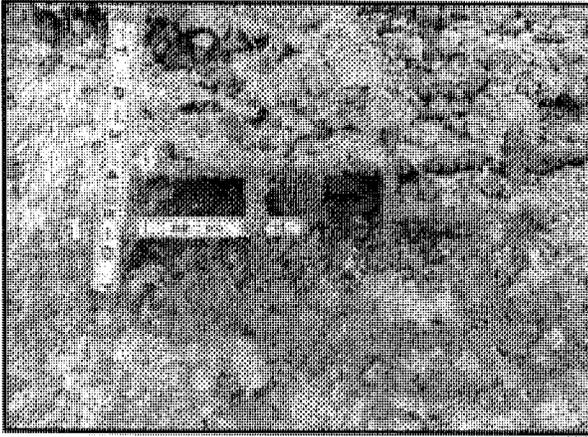


Figure 53: Exposed rebar in shotcrete soil nail wall; designed to have approximately 5 inches of cover

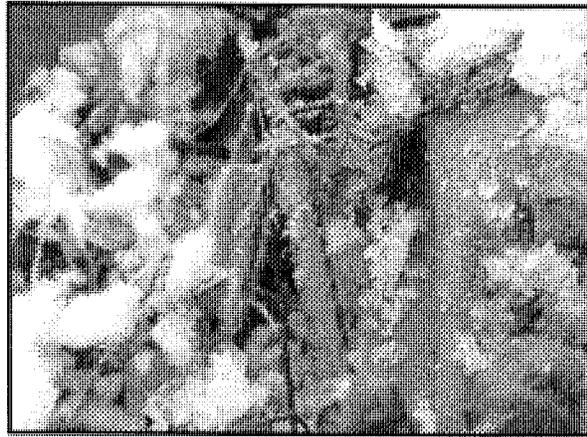


Figure 54: Exposed and corroded rebar in shotcrete soil nail wall; designed to have approximately 5 inches of cover

## Analysis

We observed four deviations in the in-situ construction of the soil nail wall and CMU fascia wall from the details in the design drawings as follows:

1. The CMU fascia wall was only intended to retain six inches of gravel fill which was to be installed between the face of the shotcrete and the rear face of the CMU fascia wall. We observed this space to be as wide as 24 inches which occurred at the location of the collapse. Other areas of distress where the wall is out of plumb and leaning out towards the parking lot corresponded to a width between the soil nail wall and the CMU fascia wall up to 17 inches. It appeared that the wall had rotated over time and the gravel fill subsided within the new, more voluminous space. The lateral soil pressure behind the CMU wall increases as this space widens, and thus it is apparent that design did not account for this amount of pressure as the wall in these locations either collapsed or is showing signs of distress and is rotated out of plumb.
2. Per Sean Chiang, the design engineer with Ground Engineering who designed the retaining wall, the friction calculations for the CMU fascia wall ties were completed with the understanding that the voids within the CMU wall would be filled with gravel. As we did not observe gravel within these voids, there would have been significantly less friction on the wall ties which would reduce the amount of lateral soil pressure the wall could resist.
3. The steel wall ties connecting the CMU fascia wall to the soil nail wall were to be epoxied per the design drawings. However, we contacted Mr. Chiang who stated that the PAFs were installed using a powder-actuated tool instead of being



epoxied. He stated that he thought "Epoxy" was a typographical error, which based on our experience with PAFs, we agree with. As many of these PAFs failed by pulling out of the concrete, the failure of the wall suggests that these fasteners may not have been properly sized. In addition, the PAFs were corroded and there should have been a specification for use of a corrosion resistant fastener. It is possible that the corrosion of the fasteners reduced their pullout strength, however no formal calculations have been completed and additional investigation would be needed to make this determination.

4. The shotcrete was not installed to the thicknesses specified on the design drawings as evidenced by the exposed rebar that should have been covered by approximately five inches of shotcrete (see Figure 9). We did not observe any distress in the exposed shotcrete face of the soil nail wall, nor did we observe any distress in the concrete flatwork supported by the soil retained by the soil nail wall. This indicates that, although there were areas of exposed rebar, there has been no resulting distress, and therefore the soil nail wall is performing as intended.

The weather research indicated that there was little snow accumulation behind and over the CMU fascia wall at the time of the collapse. Historical snow loads have far exceeded those that were present during the failure. Further, the 4<sup>th</sup> largest snowstorm on record in the Denver Metropolitan Area occurred only four days after the localized collapse without triggering additional failures. This indicates that snow loading would not be a leading indicator of collapse for the CMU fascia wall.

The nature of the failure of the wall is consistent with an installation that did not strictly adhere to the specifications in the design drawings which resulted in slow, long-term rotation and localized collapse. Although it was beyond the scope of this evaluation, it is important to note that there were remaining portions of Wall A that exhibited distress and should be evaluated to determine if additional repairs are warranted to stabilize the CMU fascia wall. Until such time that these evaluations can be performed, to protect the health, safety, and welfare of the general public, we would recommend installing signs and barriers to prevent vehicles and pedestrians from accessing the areas at the base of the CMU fascia wall.



## Conclusions

Based on our evaluation of the subject property and evaluation of the information discussed above we conclude the following:

1. The localized collapse of the CMU fascia wall was the result of deviations from the design drawings during installation and was not the result of a onetime weather event.
2. There remain areas at risk of collapse that should be evaluated and mitigated as necessary by a qualified professional.

## Limitations

These services were performed in the manner defined in the Assignment section of this report. The opinions contained within this report were based on the information collected and reviewed to date, and are based on the expert's education, experience, and training. All findings are based upon a reasonable degree of scientific certainty. The data, findings, and opinions are subject to changes that may be warranted by subsequently acquired information. Any re-use of this report or the conclusions presented without the express permission of Golden Forensics is prohibited.

## Attachments

- A. Weather Research

**END OF REPORT**



# Attachment **A**



5/7/2021

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562021050722698



**October 1, 2016 - April 30, 2017 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
11/17/2016	0.14	1.35	10.4	0.728
11/18/2016	0.29	2.71	10.5	1.508
11/19/2016	0.28	2.39	11.7	1.456
11/20/2016	0.27	2.11	12.8	1.404
11/22/2016	0.15	1.06	13.9	0.78
11/23/2016	0.11	0.67	15.8	0.572
12/7/2016	0.16	1.53	10.3	0.832
12/8/2016	0.16	1.51	10.7	0.832
12/9/2016	0.16	1.37	11.6	0.832
12/12/2016	0.05	0.45	10	0.26
12/13/2016	0.04	0.34	11.5	0.208
12/14/2016	0.01	0.09	12.6	0.052
12/17/2016	0.15	1.44	10.2	0.78
12/18/2016	0.15	1.41	10.4	0.78
12/19/2016	0.39	3.81	10.2	2.028
12/20/2016	0.36	3.2	11.4	1.872
1/5/2017	0.46	4.38	10.4	2.352
1/6/2017	0.47	4.45	10.5	2.444
1/7/2017	0.38	3.28	11.5	1.976
1/8/2017	0.37	2.97	12.3	1.924
1/9/2017	0.24	1.16	21	1.248
1/12/2017	0.02	0.23	10.1	0.104
1/13/2017	0.1	0.95	10.1	0.52
1/14/2017	0.12	0.81	14.9	0.624
1/15/2017	0.15	0.96	15.1	0.78
1/16/2017	0.79	7.06	11.1	4.108
1/17/2017	0.8	6.88	11.6	4.16
1/18/2017	0.38	2.92	13	1.976
1/19/2017	0.34	2.02	16.8	1.768
1/20/2017	0.03	0.27	10	0.156
1/21/2017	0.01	0.02	41.9	0.052
1/24/2017	0.03	0.27	10.1	0.156
1/25/2017	0.03	0.31	10.2	0.156
2/12/2017	0.01	0.09	10.1	0.052
2/23/2017	0.13	1.28	10.1	0.676
2/24/2017	0.22	2.13	10.3	1.144
2/25/2017	0.23	2.02	11.1	1.196
2/26/2017	0.21	1.77	12	1.092
2/27/2017	0.19	1.44	12.9	0.988
2/28/2017	0.37	3.65	10.2	1.924
3/1/2017	0.42	4.08	10.3	2.184
3/2/2017	0.39	3.31	11.9	2.028
3/24/2017	0.47	3.97	12	2.444
3/29/2017	0.11	0.73	14.6	0.572



4/1/2017	0.14	1.24	10.9	0.728
4/2/2017	0.14	1.2	11.4	0.728
4/4/2017	0.31	2.76	11.1	1.612
4/5/2017	0.31	2.64	11.6	1.612
4/6/2017	0.24	1.67	14.5	1.248
4/26/2017	0.01	0.09	9.3	0.052
4/29/2017	0.4	3.64	10.9	2.08
4/30/2017	0.45	4.08	11.1	2.34



5/7/2021

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**October 1, 2017 - April 30, 2018 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/9/2017	0.54	5.1	10.5	2.808
10/10/2017	0.54	4.99	10.8	2.808
10/11/2017	0.34	0.78	43	1.768
10/30/2017	0.03	0.25	10.1	0.156
10/31/2017	0.19	1.8	10.3	0.988
11/1/2017	0.12	0.94	13	0.624
11/7/2017	0.14	1.31	10.7	0.728
11/8/2017	0.22	2.07	10.7	1.144
11/9/2017	0.03	0.05	60	0.156
12/14/2017	0.15	1.5	10.2	0.78
12/15/2017	0.15	1.36	11	0.78
12/21/2017	0.07	0.64	10.3	0.364
12/22/2017	0.07	0.61	10.7	0.364
12/23/2017	0.06	0.47	11.7	0.312
12/24/2017	0.1	0.86	11.3	0.52
12/25/2017	0.09	0.76	11.9	0.468
12/26/2017	0.11	1.08	10	0.572
12/27/2017	0.11	1.05	10.7	0.572
1/7/2018	0.01	0.05	22.6	0.052
1/11/2018	0.02	0.21	10.1	0.104
1/15/2018	0.04	0.34	10.3	0.208
1/16/2018	0.03	0.32	10.6	0.156
1/21/2018	0.33	3.18	10.4	1.716
1/22/2018	0.35	3.24	10.7	1.82
1/23/2018	0.51	4.06	12.6	2.652
1/24/2018	0.5	3.84	13.1	2.6
1/25/2018	0.2	0.72	28.3	1.04
2/6/2018	0.1	0.95	10	0.52
2/7/2018	0.06	0.41	13.8	0.312
2/10/2018	0.3	2.98	10.1	1.56
2/11/2018	0.38	3.62	10.4	1.976
2/12/2018	0.37	3.19	11.5	1.924
2/13/2018	0.2	1.61	12.2	1.04
2/16/2018	0.13	1.26	10.1	0.676
2/17/2018	0.13	1.13	11.3	0.676
2/20/2018	0.26	2.49	10.3	1.352
2/21/2018	0.29	2.62	10.9	1.508
2/22/2018	0.52	4.59	11.3	2.704
2/23/2018	0.59	5.14	11.4	3.068
2/24/2018	0.62	4.87	12.6	3.224
2/25/2018	0.58	4.42	13	3.016
2/26/2018	0.52	3.8	13.7	2.704
2/27/2018	0.45	2.95	15.3	2.34
2/28/2018	0.33	1.51	21.6	1.716



3/19/2018	0.47	4.33	11	2.444
3/20/2018	0.43	3.08	14.1	2.236
3/21/2018	0.14	0.52	27.1	0.728
3/27/2018	0.4	3.59	11	2.08
3/28/2018	0.22	0.81	27.5	1.144
3/29/2018	0.02	0.17	10	0.104
4/6/2018	0.19	1.92	10.1	0.988
4/7/2018	0.2	1.85	10.6	1.04
4/9/2018	0.06	0.49	11.3	0.312
4/13/2018	0.18	1.71	10.4	0.936
4/21/2018	0.27	2.26	11.8	1.404
4/22/2018	0.27	2.08	12.7	1.404
4/24/2018	0.14	1.08	12.8	0.728
4/25/2018	0.15	1.08	13.5	0.78



**October 1, 2018 - April 30, 2019 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/8/2018	0.19	1.04	18.5	0.988
10/9/2018	0.13	0.47	27.7	0.676
10/10/2018	0.13	0.79	16.3	0.676
10/11/2018	0.13	0.79	16.6	0.676
10/12/2018	0.03	0.05	60	0.156
10/14/2018	0.19	1.71	10.9	0.988
10/15/2018	0.19	1.7	11.1	0.988
10/16/2018	0.17	1.32	12.6	0.884
10/31/2018	0.28	2.45	11.2	1.456
11/1/2018	0.19	1.2	15.5	0.988
11/11/2018	0.06	0.57	10.2	0.312
11/12/2018	0.1	0.91	10.7	0.52
11/13/2018	0.1	0.86	11.4	0.52
11/14/2018	0.27	2.48	10.9	1.404
11/15/2018	0.12	0.59	20.4	0.624
11/17/2018	0.04	0.39	10	0.208
11/18/2018	0.04	0.44	10.2	0.208
11/19/2018	0.02	0.16	14.4	0.104
11/25/2018	0.1	0.94	10.2	0.52
11/26/2018	0.08	0.74	11.2	0.416
11/30/2018	0.02	0.24	10	0.104
12/1/2018	0.12	1.18	10.1	0.624
12/2/2018	0.03	0.11	29.6	0.156
12/3/2018	0.01	0.03	29.6	0.052
12/4/2018	0.01	0.04	17.6	0.052
12/31/2018	0.1	0.95	10.2	0.52
1/1/2019	0.15	1.41	10.4	0.78
1/2/2019	0.14	1.29	11.2	0.728
1/3/2019	0.14	1.11	12.2	0.728
1/4/2019	0.08	0.54	14.8	0.416
1/11/2019	0.45	4.28	10.4	2.34
1/12/2019	0.83	7.21	11.5	4.316
1/13/2019	0.83	6.72	12.3	4.316
1/14/2019	0.83	6.01	13.8	4.316
1/15/2019	0.63	4.27	14.8	3.276
1/16/2019	0.6	3.87	15.6	3.12
1/17/2019	0.52	2.93	17.7	2.704
1/18/2019	0.45	2.94	15.4	2.34
1/19/2019	0.45	2.93	15.5	2.34
1/20/2019	0.44	2.73	16.3	2.288
1/21/2019	0.2	0.6	33.8	1.04
1/22/2019	0.11	1.05	10.5	0.572
1/23/2019	0.24	2.41	10.1	1.248
1/24/2019	0.3	2.56	11.6	1.56



1/25/2019	0.3	2.46	12	1.56
1/26/2019	0.28	2.17	13	1.456
1/27/2019	0.25	1.8	14.1	1.3
1/28/2019	0.48	4.51	10.6	2.496
1/29/2019	0.48	4.39	11	2.496
1/30/2019	0.48	3.87	12.4	2.496
1/31/2019	0.42	2.66	15.9	2.184
2/1/2019	0.32	1.81	17.8	1.664
2/2/2019	0.12	0.54	22.9	0.624
2/6/2019	0.03	0.27	10.1	0.156
2/7/2019	0.12	1.11	10.4	0.624
2/8/2019	0.11	1.02	11	0.572
2/9/2019	0.1	0.85	12	0.52
2/11/2019	0.1	0.96	10	0.52
2/12/2019	0.08	0.77	10.9	0.416
2/15/2019	0.07	0.7	10	0.364
2/16/2019	0.01	0.06	10.1	0.052
2/17/2019	0.04	0.35	10	0.208
2/18/2019	0.02	0.16	11.3	0.104
2/19/2019	0.11	1.1	10	0.572
2/20/2019	0.11	0.99	10.8	0.572
2/21/2019	0.09	0.77	11.9	0.468
2/22/2019	0.07	0.58	12.7	0.364
2/23/2019	0.46	4.33	10.6	2.392
2/24/2019	0.45	3.87	11.6	2.34
2/25/2019	0.43	3.17	13.6	2.236
2/26/2019	0.35	1.87	18.8	1.82
2/27/2019	0.03	0.05	60	0.156
3/2/2019	0.01	0.05	10.1	0.052
3/3/2019	0.2	1.86	10.5	1.04
3/4/2019	0.29	2.61	11.3	1.508
3/5/2019	0.29	2.46	11.9	1.508
3/6/2019	0.29	2.26	12.8	1.508
3/7/2019	0.28	2.06	13.8	1.456
3/13/2019	1.02	9.48	10.7	5.304
3/14/2019	1.12	10.09	11.1	5.824
3/15/2019	1.08	8.33	13	5.616
3/16/2019	1.04	6.83	15.2	5.408
3/17/2019	0.95	4.3	22.1	4.94
3/18/2019	0.8	2.85	28	4.16
3/19/2019	0.59	1.79	32.8	3.068
3/20/2019	0.15	0.44	34.3	0.78
3/23/2019	0.05	0.28	18.7	0.26
3/25/2019	0.04	0.39	10	0.208
3/30/2019	0.51	4.63	10.9	2.652
3/31/2019	0.51	4.19	12.2	2.652
4/1/2019	0.4	1.51	26.8	2.08



4/10/2019	0.06	0.59	10	0.312
4/11/2019	0.49	4.29	11.5	2.548
4/12/2019	0.5	4.23	11.7	2.6
4/13/2019	0.36	2.39	14.9	1.872
4/14/2019	0.41	2.04	20.3	2.132
4/30/2019	0.01	0.1	9.9	0.052



5/7/2021

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**October 1, 2019 - April 30, 2020 (Top 5 in Blue)**

<b>Date</b>	<b>(Modeled) Snow Water Equivalent (in)</b>	<b>(Modeled) Snow Depth (in)</b>	<b>(Modeled) Snow Density (%)</b>	<b>Calculated Snow Weight (PSF)</b>
10/10/2019	0.09	0.85	10.1	0.468
10/11/2019	0.09	0.82	10.5	0.468
10/12/2019	0.07	0.54	12.6	0.364
10/24/2019	0.09	0.86	10.1	0.468
10/25/2019	0.33	3.06	10.7	1.716
10/26/2019	0.17	0.67	25.1	0.884
10/27/2019	0.03	0.24	10.4	0.156
10/28/2019	0.36	3.43	10.4	1.872
10/29/2019	0.46	4.13	11	2.392
10/30/2019	0.55	4.68	11.7	2.86
10/31/2019	0.55	4.55	12	2.86
11/1/2019	0.8	5.79	13.8	4.16
11/2/2019	0.79	5.67	14	4.108
11/3/2019	0.77	4.99	15.4	4.004
11/4/2019	0.6	2.38	25.3	3.12
11/5/2019	0.35	1.36	25.8	1.82
11/6/2019	0.05	0.08	60	0.26
11/11/2019	0.03	0.29	10.1	0.156
11/12/2019	0.05	0.47	10	0.26
11/21/2019	0.06	0.48	11.5	0.312
11/22/2019	0.39	3.61	10.8	2.028
11/23/2019	0.39	3.51	11.2	2.028
11/24/2019	0.26	1.04	24.9	1.352
11/26/2019	0.79	7.25	10.8	4.108
11/27/2019	0.8	7.15	11.2	4.16
11/28/2019	0.8	6.24	12.7	4.16
11/29/2019	0.94	6.52	14.4	4.888
11/30/2019	0.95	6.41	14.9	4.94
12/1/2019	0.94	6	15.6	4.888
12/2/2019	0.93	5.71	16.3	4.836
12/3/2019	0.85	3.97	21.5	4.42
12/4/2019	0.3	1.14	26.1	1.56
12/5/2019	0.16	0.46	34.4	0.832
12/6/2019	0.3	2.87	10.4	1.56
12/7/2019	0.21	1.11	19.3	1.092
12/28/2019	0.22	2.15	10.4	1.144
12/29/2019	0.24	2.3	10.4	1.248
12/30/2019	0.23	1.95	11.9	1.196
12/31/2019	0.22	1.7	12.8	1.144
1/1/2020	0.19	1.38	13.7	0.988
1/30/2020	0.04	0.36	10.3	0.208
1/31/2020	0.06	0.63	10	0.312
2/4/2020	0.18	1.76	10	0.936
2/5/2020	0.18	1.65	10.8	0.936



2/6/2020	0.17	1.48	11.8	0.884
2/7/2020	0.37	3.17	11.7	1.924
2/8/2020	0.39	3.31	11.8	2.028
2/9/2020	0.17	0.54	32.5	0.884
2/10/2020	1.42	13.49	10.5	7.384
2/11/2020	1.52	12.47	12.2	7.904
2/12/2020	1.51	11.51	13.1	7.852
2/13/2020	1.14	8.14	13.9	5.928
2/14/2020	1.14	7.74	14.7	5.928
2/15/2020	0.83	2.16	38.4	4.316
2/16/2020	0.62	2.07	29.9	3.224
2/17/2020	0.37	1.29	29	1.924
2/18/2020	0.39	1.79	21.6	2.028
2/19/2020	0.39	1.9	20.6	2.028
2/20/2020	0.46	2.55	17.9	2.392
2/21/2020	0.62	3.4	18.1	3.224
2/22/2020	0.45	1.5	30	2.34
2/23/2020	0.07	0.65	10.2	0.364
2/24/2020	0.24	2.38	10.1	1.248
2/25/2020	0.25	2.15	11.4	1.3
2/26/2020	0.24	2.07	11.6	1.248
2/27/2020	0.22	1.77	12.7	1.144
2/28/2020	0.1	0.56	18.3	0.52
3/2/2020	0.03	0.25	10.3	0.156
3/19/2020	0.89	7.82	11.4	4.628
3/20/2020	1.03	7.8	13.2	5.356
3/21/2020	1.04	7.86	13.2	5.408
3/22/2020	1	5.22	19.2	5.2
3/23/2020	0.32	1.03	30.9	1.664
3/28/2020	0.17	1.62	10.4	0.884
3/29/2020	0.03	0.05	60	0.156
4/3/2020	0.07	0.63	10.3	0.364
4/4/2020	0.05	0.46	11.6	0.26
4/12/2020	0.08	0.7	10.8	0.416
4/13/2020	0.21	1.99	10.7	1.092
4/14/2020	0.25	2.28	10.8	1.3
4/15/2020	0.23	1.86	12.4	1.196
4/16/2020	0.58	5.57	10.3	3.016
4/17/2020	0.59	5.41	10.8	3.068
4/18/2020	0.37	1.92	19	1.924



October 1, 2020 - April 30, 2021 (Top 5 in Blue)				
Date	(Modeled) Snow Water Equivalent (in)	(Modeled) Snow Depth (in)	(Modeled) Snow Density (%)	Calculated Snow Weight (PSF)
10/23/2020	0.02	0.15	10.4	0.104
10/24/2020	0.02	0.2	11.1	0.104
10/26/2020	0.04	0.37	10.1	0.208
10/27/2020	0.75	7.33	10.3	3.9
10/28/2020	0.74	6.65	11.2	3.848
10/29/2020	0.34	0.95	35.8	1.768
11/9/2020	0.04	0.36	10.2	0.208
11/10/2020	0.11	1.03	10.3	0.572
11/11/2020	0.05	0.33	15.9	0.26
11/24/2020	0.6	5.39	11.2	3.12
11/25/2020	0.6	5.2	11.5	3.12
11/26/2020	0.5	2.57	19.6	2.6
11/27/2020	0.34	1.38	24.2	1.768
11/28/2020	0.31	1.3	24	1.612
11/29/2020	0.23	0.9	25.4	1.196
11/30/2020	0.19	0.77	25.4	0.988
12/1/2020	0.03	0.3	10	0.156
12/2/2020	0.05	0.13	41.3	0.26
12/3/2020	0.01	0.02	36	0.052
12/11/2020	0.12	1.14	10.2	0.624
12/12/2020	0.12	1.13	10.4	0.624
12/13/2020	0.3	2.73	10.8	1.56
12/14/2020	0.38	3.06	12.3	1.976
12/15/2020	0.46	3.67	12.5	2.392
12/16/2020	0.46	3.49	13.1	2.392
12/17/2020	0.43	3.09	14	2.236
12/18/2020	0.37	2.05	17.9	1.924
12/19/2020	0.36	2.01	17.8	1.872
12/20/2020	0.27	1.47	18.6	1.404
12/29/2020	0.16	1.6	10	0.832
12/30/2020	0.16	1.45	11	0.832
12/31/2020	0.14	1.17	12.2	0.728
1/1/2021	0.12	0.94	13.1	0.624
1/2/2021	0.11	0.8	13.8	0.572
1/9/2021	0.04	0.35	10.1	0.208
1/10/2021	0.12	1.08	10.7	0.624
1/11/2021	0.13	1.26	10	0.676
1/12/2021	0.12	1.07	11	0.624
1/13/2021	0.04	0.17	22.3	0.208
1/26/2021	0.02	0.15	10.1	0.104
1/27/2021	0.09	0.88	10	0.468
1/28/2021	0.09	0.77	11	0.468
2/14/2021	0.07	0.65	10.5	0.364
2/15/2021	0.07	0.66	10.5	0.364



2/16/2021	0.07	0.57	11.4	0.364
2/17/2021	0.05	0.37	12.3	0.26
2/18/2021	0.11	0.96	10.9	0.572
2/19/2021	0.11	0.93	11.5	0.572
2/21/2021	0.21	2.02	10.5	1.092
2/22/2021	0.2	1.7	11.6	1.04
2/25/2021	0.33	3.14	10.4	1.716
2/26/2021	0.33	2.95	11.2	1.716
2/27/2021	0.32	2.5	12.8	1.664
2/28/2021	0.29	2.09	13.7	1.508
3/1/2021	0.41	2.77	14.6	2.132
3/2/2021	0.32	1.46	21.7	1.664
3/5/2021	0.03	0.14	17.6	0.156
3/10/2021	0.02	0.15	13.2	0.104
3/13/2021	0.32	2.66	12.1	1.664
3/14/2021	2.11	18.08	11.7	10.972
3/15/2021	2.59	21.02	12.3	13.464
3/16/2021	1.85	12.74	14.6	9.62
3/17/2021	1.85	11.41	16.2	9.62
3/18/2021	1.76	10.17	17.3	9.152
3/19/2021	1.6	7.41	21.6	8.32
3/20/2021	0.93	2.8	33.3	4.836
3/22/2021	0.27	2.49	10.7	1.404
3/23/2021	0.27	2.31	11.7	1.404
3/24/2021	0.38	2.89	13	1.976
3/25/2021	0.38	2.79	13.5	1.976
3/26/2021	0.24	1.06	22.4	1.248
3/30/2021	0.18	1.73	10.4	0.936
3/31/2021	0.18	1.62	11.1	0.936
4/1/2021	0.06	0.24	23.1	0.312
4/7/2021	0.1	1	10	0.52
4/15/2021	0.05	0.37	14	0.26
4/16/2021	0.93	7.77	11.9	4.836
4/17/2021	0.95	7.6	12.5	4.94
4/18/2021	0.52	3.82	13.7	2.704
4/19/2021	0.15	0.43	35.2	0.78
4/20/2021	0.3	2.75	10.9	1.56
4/21/2021	0.29	2.45	12	1.508
4/22/2021	0.31	2.34	13.1	1.612
4/23/2021	0.18	1.02	17.8	0.936
4/28/2021	0.32	1.75	18.3	1.664
4/29/2021	0.19	0.68	27.6	0.988



**INDEPENDENT CONTRACTOR AGREEMENT  
PRELIMINARY WALL REPAIR WORK**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 2<sup>nd</sup> day of June, 2021, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and CONSOLIDATED DIVISIONS INC., a Colorado corporation d/b/a CDI Environmental Contractor (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, 2021.

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 10<sup>th</sup> 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 10<sup>th</sup> of each month may be processed the following month.

c. Public Works Compensation Terms. Pursuant to § 24-91-103.6(2), C.R.S., the Parties hereby agree that the amount of money appropriated by the District for the Services is equal to the compensation amount and this Agreement shall not be modified to require the Contractor to perform additional compensable work unless the District has made lawful appropriations to cover the costs of the additional work.

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 illegal aliens 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 illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in 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 an illegal alien 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 an illegal alien, the Contractor shall be required to:

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

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

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation 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 and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations 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 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 arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, 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  
Attention: Ann Finn  
Phone: (303) 987-0835  
Email: [afinn@sdmsi.com](mailto:afinn@sdmsi.com)

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122  
Attention: Clint C. Waldron, Esq.  
Phone: (303) 858-1800  
E-mail: cwaldron@wbapc.com

Contractor:

Consolidated Divisions Inc. d/b/a CDI  
Environmental Contractor  
5585 Airport Road  
Sedalia, CO 80135  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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.

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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.

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:

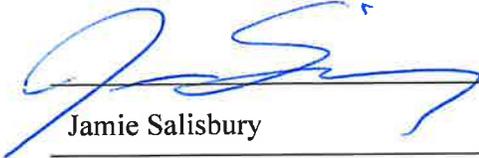
\_\_\_\_\_  
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Preliminary  
Wall Repair Work with Consolidated Divisions Inc. d/b/a CDI Environmental  
Contractor, dated June 2, 2021*

**CONTRACTOR:**  
CONSOLIDATED DIVISIONS INC., a  
Colorado corporation d/b/a CDI Environmental  
Contractor

  
\_\_\_\_\_

Jamie Salisbury

Printed Name  
Director of Estimating

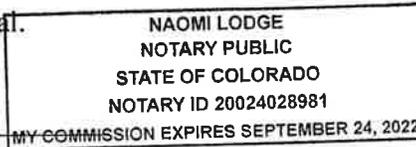
Title

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 7th day of June,  
2021, by Jamie Salisbury, as the Director of Estimating of Consolidated Divisions Inc.  
d/b/a CDI Environmental Contractor.

Witness my hand and official seal.

My commission expires: 09/24/22



  
\_\_\_\_\_  
Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Preliminary Wall  
Repair Work with Southlands Metropolitan District No. 1, dated June 2, 2021***

## **EXHIBIT A**

### **SCOPE OF SERVICES/COMPENSATION SCHEDULE**

Contractor shall perform the Services set forth in the proposals included in this **Exhibit A** for the costs set forth in such proposals.



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd

Denver, Colorado 80135

T 303.471.1522 F 303.470.3191 www.cdi-services.com

<b>To:</b> SDMS	<b>Contact:</b> Robert Graham
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835 <b>Fax:</b> 303-987-2032
<b>Project Name:</b> Southlands Wall Repair - Engineering Work	<b>Bid Number:</b>
<b>Project Location:</b> Aurora, CO	<b>Bid Date:</b> 6/1/2021
<b>Addendum #:</b> 0	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Hotel Area</b>				
Engineering Of Retaining Wall Repair For Stabilization (Including 2 Site Visits)	1.00	EACH	\$7,000.00	\$7,000.000
<b>Total Price for above Hotel Area Items:</b>				<b>\$7,000.000</b>
<b>Total Bid Price:</b>				<b>\$7,000.000</b>

**Notes:**

- Landscape and irrigation repairs will be performed at T & M rates.
  - No erosion control devices are included in this proposal unless specifically identified above.
  - This bid does not include traffic control.
  - This bid does not include engineering, permits or testing.
  - This bid does not include surveying or layout.
  - This bid does not include a bond.
  - This bid does not include cutting, removal, or replacement of asphalt or concrete.
  - Additional mobilizations will be charged at the unit price.
  - This bid is based on estimated quantities only. Final field measurements will apply at the above unit pricing.
  - Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
  - Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
  - The work in this bid is not subject to retention.
  - This proposal is good for 60 days following the date given on the proposal.
- Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Consolidated Divisions, Inc DbA CDI Environmental Contractors</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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**ENVIRONMENTAL CONTRACTOR**

5885 W. Airport Rd

Denver, Colorado 80235

T 303.471.1522 F 303.470.3197 [sales@cdi-services.com](mailto:sales@cdi-services.com)

<b>To:</b>	SDMS	<b>Contact:</b>	Robert Graham
<b>Address:</b>	141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b>	303-987-0835
		<b>Fax:</b>	303-987-2032
<b>Project Name:</b>	Southlands Wall Repair Preliminary Work	<b>Bid Number:</b>	
<b>Project Location:</b>	Aurora, CO	<b>Bid Date:</b>	5/20/2021
<b>Addendum #:</b>	0		

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Mobilization</b>				
Mobilization	1.00	EACH	\$1,369.00	\$1,369.00
<b>Total Price for above Mobilization Items:</b>				<b>\$1,369.00</b>
<b>Hotel Area</b>				
Removal Of Wall Blocks And Placing On Pallets On Site	960.00	FF	\$12.00	\$11,520.00
Remove And Dispose Of Fill Material (Onsite)	80.00	CY	\$32.00	\$2,560.00
<b>Total Price for above Hotel Area Items:</b>				<b>\$14,080.00</b>
<b>Service Street Area</b>				
Removal Of Wall Blocks And Placing On Pallets On Site	640.00	FF	\$12.00	\$7,680.00
Remove And Dispose Of Fill Material (Onsite)	40.00	CY	\$32.00	\$1,280.00
<b>Total Price for above Service Street Area Items:</b>				<b>\$8,960.00</b>
<b>Wells Fargo</b>				
Removal Of Wall Blocks And Placing On Pallets On Site	2,000.00	FF	\$12.00	\$24,000.00
Remove And Dispose Of Fill Material (Onsite)	148.00	CY	\$32.00	\$4,736.00
<b>Total Price for above Wells Fargo Items:</b>				<b>\$28,736.00</b>
<b>Total Bid Price:</b>				<b>\$53,145.000</b>

**Notes:**

- Landscape and irrigation repairs will be performed at T & M rates.
- No erosion control devices are included in this proposal unless specifically identified above.
- This bid does not include traffic control.
- This bid does not include engineering, permits or testing.
- This bid does not include surveying or layout.
- This bid does not include a bond.
- This bid does not include cutting, removal, or replacement of asphalt or concrete.
- Additional mobilizations will be charged at the unit price.
- This bid is based on estimated quantities only. Final field measurements will apply at the above unit pricing.
- Owner Controlled Insurance Program (OCIP) has not been included in this bid. If enrollment in an Owner Controlled Insurance Program (OCIP) is required, a deduction in contract value is not allowed.
- Any fees for billing or project management platforms such as Textura are not included in this proposal and will be billed as an additional cost to the project.
- The work in this bid is not subject to retention.
- This proposal is good for 60 days following the date given on the proposal.

Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.



ENVIRONMENTAL CONTRACTORS

5585 W. Airport Rd

Scotts, Colorado 80135

☎ 303.471.1522 ☎ 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> SDMS	<b>Contact:</b> Robert Graham
<b>Address:</b> 141 Union Boulevard, Suite 150 Lakewood, CO 80228	<b>Phone:</b> 303-987-0835 <b>Fax:</b> 303-987-2032
<b>Project Name:</b> Southlands Wall Repair Preliminary Work	<b>Bid Number:</b>
<b>Project Location:</b> Aurora, CO	<b>Bid Date:</b> 5/20/2021
<b>Addendum #:</b> 0	

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Consolidated Divisions, Inc Db a CDI Environmental Contractors</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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**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. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. 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**



Policy No.: ERACGLN21  
Effective Date: 6/1/2021



**ASPEN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under **COVERAGES 1.a. Bodily Injury and Property Damage** and **1.b. Personal and Advertising Injury** only:

**SCHEDULE**

**Name of Person or Organization:**

Blanket where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section **IV. WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of **your work** for that insured by or for you.

All other terms and conditions of this Policy remain unchanged.

Policy No.: ERACGLN21  
Effective Date: 6/1/2021



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT – OWNERS, LESSEES OR CONTRACTORS  
–COMPLETED OPERATIONS**  
(With Primary Non-Contributory)

It is hereby agreed that solely with respect to the Applicable Coverage Section(s) designated below, the policy is amended as follows:

**Applicable Coverage Section(s)**

- 1.a. Bodily Injury and Property Damage
- 2.d. Contractors Pollution

**Schedule**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Blanket where required by written contract	Blanket where required by written contract

A. Section **IV. WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for, as applicable, **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**. However, the insurance afforded to such additional insured applies to the extent permitted by law.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III. LIMITS OF LIABILITY AND DEDUCTIBLES**:

Subject to all provisions of Section **III. LIMITS OF LIABILITY AND DEDUCTIBLES, A, B, and C** if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Liability shown in the Declarations.

C. Notwithstanding Section **VII. CONDITIONS, J. Other Insurance**, with respect to the insurance afforded to the additional insureds added by this Endorsement, this Policy shall be primary to, and non-contributory with, any other insurance available to that person or organization when required by written contract or agreement.

This Endorsement shall not increase any applicable Limits of Liability shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Policy No.: ERACGLN21  
Effective Date: 6/1/2021



**ASPEN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT  
SCHEDULED ENTITIES**

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Blanket where required by written contract

It is hereby agreed that "any person or organization" referred to in the waiver of rights of recovery contained in the last sentence of Section **VII. CONDITIONS**, Paragraph **0. Subrogation**, includes the person or organization listed in the above Schedule.

All other terms and conditions of this Policy remain unchanged.



ZURICH®

## Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 8565907-00	6/1/2021	6/1/2022	6/1/2021			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
  - Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

#### **N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

#### **U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

#### **X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 04-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND / OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND / OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. WC 8565906-00 Endorsement No.  
Insured: Consolidated Divisions, Inc. Premium \$

Insurance Company Zurich American Insurance Co. Countersigned by \_\_\_\_\_

**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,

CONSOLIDATED DIVISIONS INC.

is a

Corporation

formed or registered on 03/03/1995 under the law of Colorado, 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 19951026745 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/28/2021 that have been posted, and by documents delivered to this office electronically through 06/02/2021 @ 10:54:54 .

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 06/02/2021 @ 10:54:54 in accordance with applicable law. This certificate is assigned Confirmation Number 13210960 .



*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 package and refuse shall be kept in the kind of containers 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 adjacent, 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 its 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 damages. Overstuffed trucks may park \_\_\_\_\_  
No parking will be permitted in the loading areas at any time. Any vehicle found in violation of this policy is subject to being deleted 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 leakage, 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 dump 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 noise, cause disturbances, or erect signs which may be offensive to other users or tenants of the Shopping Center or their offices, employees, agents, servants, customers or invitees when the Shopping Center is in operation.
- 12) All signage, if applicable, shall be done professionally. No hand-written signs shall be posted.
- 13) Contractor to provide written notification of employees staying late or arriving early in 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 shall be authorized by Owner and shall begin after 10:00pm and conclude before 10:00am or as further determined by Owner. Down time to shut. No equipment or materials may be stored within the common areas of the Shopping Center when the Shopping Center is open to the public without the express written consent of Owner.



May 7, 2021

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

**Re: Southlands Parkway/Main Street Intersection – Revised Lane Assignment Evaluation  
FHU Reference No. 121070-01**

Dear Ms. Finn:

Following is information related to our evaluation of a potential lane assignment change at the Southlands Parkway/Main Street intersection that is internal to the Southlands Mall property. As you are aware, the southeastbound approach to the traffic signal at this intersection has one left turn lane, one exclusive through lane, and one lane that shares both through and right turn movements. With this configuration, a motorist that wants to proceed straight through the intersection, but is in the shared through/right lane, can hinder motorists behind them from being able to turn right towards Smoky Hill Road. This situation can cause undue vehicle delay and queuing in the shared through/right lane.

The intent of this report is to evaluate existing conditions and to provide an assessment of potential operational improvements if the shared through/right lane is converted to an exclusive right turn lane. To that end, this report includes information on:

- Existing traffic volumes
- Analyses of existing operational conditions
- Operational analyses of the projected lane change
- Representations of signing, striping and signalization revisions
- Summary and recommendations

*For simplicity in descriptions of directionality at the Southlands Parkway/Main Street intersection given its physical orientation, Southlands Parkway will be referred to with an east/west orientation for the remainder of this report, while Main Street will be referred to with a north/south orientation.*

## **I. EXISTING CONDITIONS**

**Traffic Volumes** – Vehicle movements at the Southlands Parkway/Main Street Intersection were recorded during the PM peak hour of activity on a typical weekday (4:00pm to 6:00pm) as well as during two time periods on a Saturday – 11:30am to 2:30pm and 3:30pm to 6:30pm. These time periods provide a framework for operational analyses that consist of the projected peak periods of activity at the Southlands Mall.

The peak one hour of traffic volume for each data set are contained on **Figure 1** on the following page and it shows that motorists attempting an eastbound right turn movement from Southlands Parkway onto Main Street has some of the highest levels of any movement at the intersection. This is not a surprising result since it is one of the most convenient routes to exit the Southlands Mall where motorists can access the E-470/Smoky Hill Road interchange or residential areas along Smoky Hill Road.

Traffic volume levels for eastbound vehicles exceed 300 vehicles per hour (vph) during the Saturday Noon and Saturday PM periods when data was recorded. The westbound left turn movement also exceeds 300 vph during the two Saturday timeframes. There is a corresponding higher level of left turn and right turn movements into the Southlands Mall also.

**Operational Analyses** – Traffic operational analyses were conducted for each of the three analysis timeframes using procedures documented in the *Highway Capacity Manual*, HCM 2010. From these analyses, a key measure (or “level of service” rating) of the traffic operational conditions are obtained.

Level of service (LOS) is a qualitative assessment of traffic operational conditions within a travel stream in terms of the average stopped delay per vehicle at a controlled intersection. Levels of service are described by a letter designation ranging from LOS A to F, with LOS A representing essentially uninterrupted flow, while LOS F represents a breakdown of traffic flow with noticeable congestion and delay.

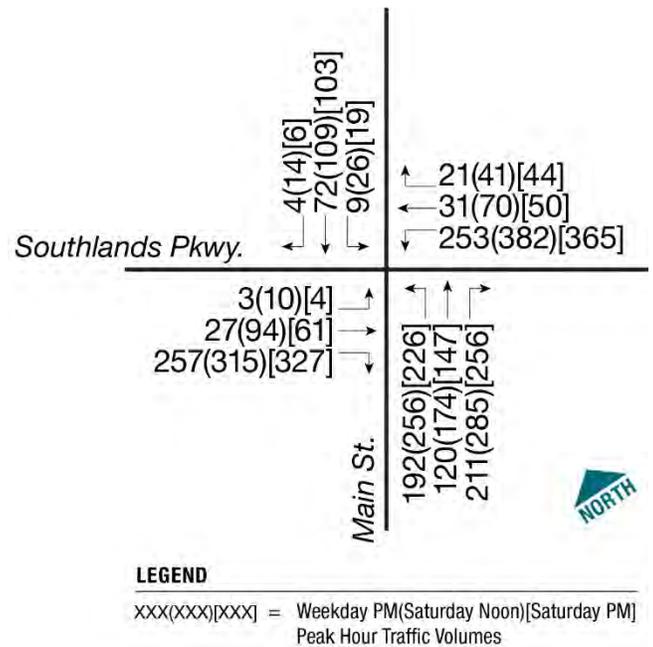
Existing traffic signal timing data was obtained from the Southlands Metropolitan District No. 1 traffic signal maintenance contractor to conduct these analyses. As information, this intersection operates in a “free” mode during all time periods each week to take advantage of the varying traffic demands over the course of a day or from day to day. “Free” signal timing parameters are different between weekdays and weekends, however.

Results of the analyses find that the Southlands Parkway/Main Street intersection currently operates at LOS B (10 to 20 seconds of average vehicle delay) during the Weekday PM and Saturday PM time periods, and at LOS C (20 to 35 seconds of delay) during the Saturday Noon period. LOS B or C are typically acceptable operational results for peak hour conditions.

**Eastbound Right Turn Movement** – Understanding how well the eastbound right turn movement operates is not as easy to define, however. Currently there is a 5-section traffic signal head on the traffic signal pole in the southeast corner of the intersection that provides a right turn green arrow during the same traffic signal phase when northbound left turns on Main Street receive their protected left turn movement (an atypical situation for a shared through/right lane). As such, eastbound vehicles can make a right turn movement during this traffic signal phase which is typically called an “overlap” phase (eastbound right turns overlap with northbound left turns). However, due to some motorists wanting to proceed straight through the intersection in this lane, they are not allowing motorists making right turns to take advantage of the overlap phase.

While the operational analyses tell us that this movement operates very well, the analysis procedure is not providing a clear picture for two reasons: 1) the operational results for the through/right lane (works poorly) is combined with the eastbound lane that is currently only used for through movements (works well), and 2) the operational software cannot replicate correctly how the eastbound through/right lane is receiving a right turn green arrow that operates at the same time as northbound left turn movements. As such, the operational results for the eastbound right turn movement is providing overly optimistic results.

To understand how well this movement is truly operating and the resultant vehicle queuing that is being experienced, video of the eastbound approach was recorded during the same timeframes when traffic volumes were recorded. The following section summarizes that information.



**Figure 1. Existing Traffic Volumes**

**Vehicle Queuing – Eastbound Shared Through/Right Lane** – A total of 8 hours of video were observed to understand vehicle queuing for this movement. When a motorist that wants to continue straight through the intersection is stopped in the through/right lane, vehicle queuing occurs since most motorists on the eastbound approach want to make right turn movements. As such, motorists attempting the right turn are queuing towards the west along Southlands Parkway, sometimes past the Fitzsimmons Credit Union/Chili’s/On The Border driveway. Additionally, there was at least one instance of an eastbound motorist using the adjacent bike lane to proceed around a stopped through vehicle.

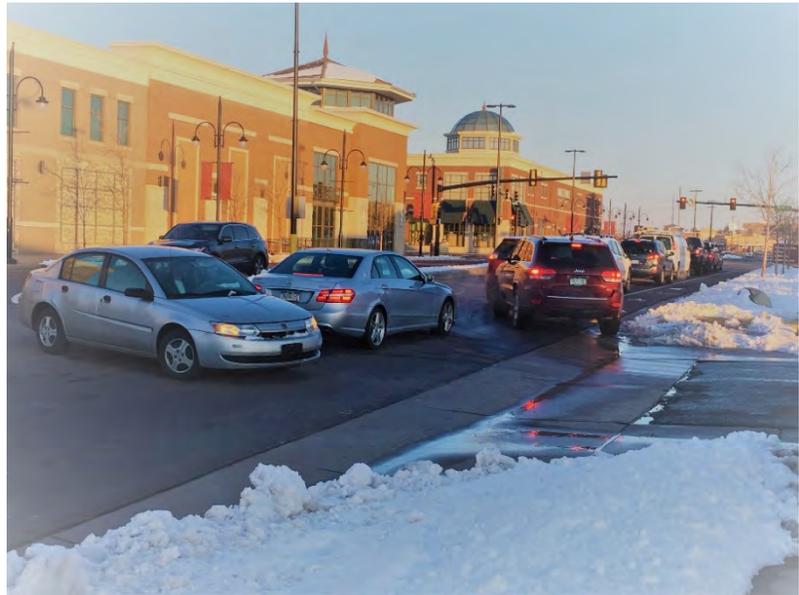
To quantify the queuing that is experienced, the following table summarizes:

- The number of times during each recorded hour that queues were developed due to through vehicles blocking a motorist from completing a right turn movement,
- The number of vehicles in the queue,
- The maximum queue, and
- The approximate maximum queue location.

**Table I. Recorded Vehicle Queuing Data**

Time Period	Number of Queue Occurrences Due to Right Turn Blockage	Number of Vehicles in the Queue	Maximum Queue Length	Approximate Maximum Queue Location
<b>Weekday (Thursday)</b>				
4:00pm – 5:00pm	10	1 to 13	340'	105' Beyond Retail Driveway
5:00pm – 6:00pm	5	2 to 10	240'	West Edge of Retail Driveway
<b>Saturday</b>				
11:30am – 12:30pm	15	1 to 14	340'	105' Beyond Retail Driveway
12:30pm – 1:30pm	17	3 to 14	340'	
1:30pm – 2:30pm	16	3 to 17	460'	225' Beyond Retail Driveway
3:30pm – 4:30pm	17	1 to 10	245'	Across Retail Driveway
4:30pm – 5:30pm	13	1 to 9	225'	Middle of Retail Driveway
5:30pm – 6:30pm	12	4 to 12	255'	15' Beyond Retail Driveway

Of the total number of queue occurrences (105), 30 of them extended into or past the Fitzsimmons Credit Union/Chili's/On The Border driveway, about 29% of the time. As can be imagined, interference with driveway movements can cause intersection congestion or potential safety issues. The adjacent photo shows an example of queuing into the driveway during the Thursday PM period.



**Figure 2. Driveway Blockage Example**

## II. PROJECTED CONDITIONS

No changes have been made to reflect revisions to existing traffic volumes since the operational changes would be an immediate undertaking.

**Operational Analyses** – An operational analysis was conducted for the proposed lane configuration on Southlands Parkway to understand projected vehicle queue lengths if the shared through/right lane is revised to an exclusive right turn lane and eastbound motorists wanting to continue straight through the intersection will use only the remaining one through lane.

The results of this analysis find that:

- Acceptable levels of service for the entire intersection will continue with no LOS changes in either peak hour; overall intersection delay is reduced slightly (less than 2 seconds in either peak hour)
- The remaining eastbound through lane will operate at LOS C or better during each peak hour (same as existing)
- The eastbound exclusive right turn movement will operate at LOS A during each peak hour

95<sup>th</sup> percentile vehicle queuing estimates find that the eastbound right turn vehicle queue will be reduced to a range of 33' to 40', approximately 1-2 vehicles. Queuing in the eastbound through lane is projected to be less than 100'. **Attachment A** to this report includes the LOS analysis worksheets for both Existing and Proposed conditions.

Given these results, it is clear that making the lane assignment change can provide acceptable operational results and it will reduce vehicle queueing quite substantially when compared to the current shared through/right lane configuration.

### III. INFRASTRUCTURE REVISIONS

With any lane assignment revision, careful attention must be paid to changes in traffic control signing, pavement markings, and traffic signal operations. To that end, **Attachment B** provides the existing and proposed conditions and the recommendations for infrastructure changes. Those changes can be summarized as:

#### Traffic Control Signing

- Install lane use control signs on the eastbound traffic signal overhead mast arm.
- Install lane use control signs and Right Lane Must Turn Right ground signs.
- Install Begin Right Turn Lane Yield to Bikes ground sign adjacent to the beginning of the bike lane transition.
- Install signs near State Avenue to warn motorists of the upcoming lane assignment change. These signs can be removed after a certain amount of time once motorists become accustomed to the lane use change.

#### Pavement Markings

- Provide bike lane green transition markings and establish a bike lane between the eastbound through and right turn lanes; remove existing conflicting bike lane markings.
- Install a dotted line extension to provide additional warning to motorists in advance of the lane use change.
- Install right turn pavement marking arrows and ONLY stencil markings in the exclusive right turn lane; remove the existing shared through/right pavement marking.

#### Traffic Signal Operations

- Reset the existing 3-section mast arm traffic signal head over the exclusive eastbound through lane.
- Add a 5-section traffic signal head with green and yellow right turn arrows on the signal pole mast arm over the exclusive eastbound right turn lane (same as the northbound traffic signal head for the northbound right turn movement); operate this traffic signal head in conjunction with the eastbound 5-section traffic signal head that is on the traffic signal pole in the southeast corner of the intersection.
- Update traffic signal detection zones for eastbound through and right turn movements; develop separate detection zone for the right turn lane with 8-second delay.
- All other traffic signal operational parameters can remain unchanged.

### IV. SUMMARY & RECOMMENDATIONS

There is recorded data that confirms poor vehicle operations and excessive vehicle queuing resulting from motorists attempting straight movements across Main Street from the shared through/right turn lane. A single motorist attempting this movement can cause undue delay and long vehicle queues for those motorists wanting to make right turn movements towards Smoky Hill Road.

Analyses conducted to evaluate the conversion of the shared through/right lane to an exclusive right turn lane find that there will be no changes to how well the entire intersection operates during peak travel times, and that there is a projected large benefit in reduced delay and vehicle queuing for those motorists attempting the right turn movement.

As such, it is recommended that the operational and physical changes for the eastbound approach to the Southlands Parkway/Main Street intersection be undertaken as identified in this letter and as displayed in **Appendix B**.

May 7, 2021  
Ms. Ann Finn  
Page 6

Thank you again for allowing us to offer our services.

Respectfully,

**FELSBURG HOLT & ULLEVIG**

A handwritten signature in black ink, appearing to read 'R. Follmer', with a long horizontal flourish extending to the right.

Richard R. Follmer, PE PTOE  
Associate

Attachments

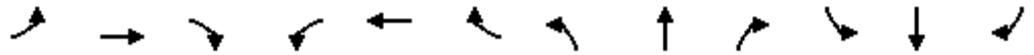
**ATTACHMENT A**

**LEVEL OF SERVICE WORKSHEETS**

Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Existing Conditions - Weekday PM Hour

03/26/2021



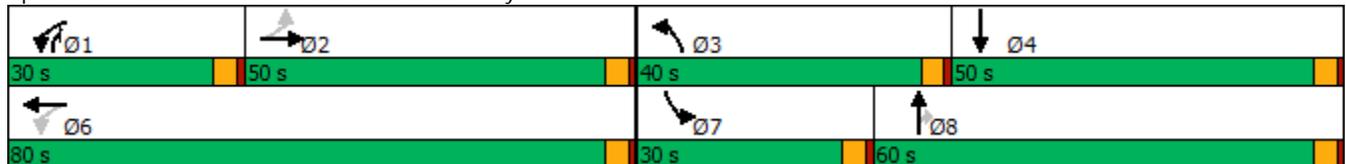
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗	↖	↗	↖	↗
Traffic Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Future Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Satd. Flow (prot)	1770	3017	0	1770	3294	0	3433	1863	2787	1770	1850	0
Flt Permitted	0.711			0.521			0.950			0.950		
Satd. Flow (perm)	1319	3017	0	969	3294	0	3433	1863	2692	1757	1850	0
Satd. Flow (RTOR)		268			27				222			1
Lane Group Flow (vph)	3	296	0	329	67	0	202	126	222	10	84	0
Turn Type	Perm	NA		pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2		1	6		3	8	1	7	4	
Permitted Phases	2			6					8			
Total Split (s)	50.0	50.0		30.0	80.0		40.0	60.0	30.0	30.0	50.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effct Green (s)	57.4	57.4		76.1	76.1		11.9	24.9	39.6	6.2	11.2	
Actuated g/C Ratio	0.52	0.52		0.68	0.68		0.11	0.22	0.36	0.06	0.10	
v/c Ratio	0.00	0.18		0.43	0.03		0.55	0.30	0.20	0.10	0.45	
Control Delay	17.0	3.3		9.1	4.3		53.3	39.1	3.2	53.3	55.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	17.0	3.3		9.1	4.3		53.3	39.1	3.2	53.3	55.0	
LOS	B	A		A	A		D	D	A	D	D	
Approach Delay		3.4			8.3			29.8			54.8	
Approach LOS		A			A			C			D	
Queue Length 50th (ft)	1	4		79	4		71	73	0	7	57	
Queue Length 95th (ft)	7	32		118	11		112	143	26	26	110	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	681	1687		850	2262		1112	939	1376	414	766	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.00	0.18		0.39	0.03		0.18	0.13	0.16	0.02	0.11	

Intersection Summary

Cycle Length: 170  
 Actuated Cycle Length: 111.2  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.55  
 Intersection Signal Delay: 19.3  
 Intersection Capacity Utilization 51.4%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service A

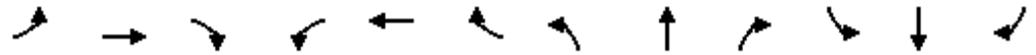
Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Existing Conditions - Saturday Noon Hour

03/29/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕		↖	↕		↖	↕	↖	↖	↖	↕
Traffic Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Future Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Satd. Flow (prot)	1770	3132	0	1770	3198	0	3433	1863	2787	1770	1824	0
Flt Permitted	0.661			0.399			0.950			0.950		
Satd. Flow (perm)	1129	3132	0	743	3198	0	3367	1863	2550	1715	1824	0
Satd. Flow (RTOR)		328			53				300		4	
Lane Group Flow (vph)	10	426	0	496	144	0	269	183	300	29	137	0
Turn Type	Perm	NA		pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2		1	6		3	8	1	7	4	
Permitted Phases	2			6					8			
Total Split (s)	45.0	45.0		25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effect Green (s)	41.1	41.1		66.2	66.2		13.6	23.8	44.9	7.3	13.4	
Actuated g/C Ratio	0.39	0.39		0.63	0.63		0.13	0.23	0.43	0.07	0.13	
v/c Ratio	0.02	0.30		0.74	0.07		0.61	0.43	0.23	0.24	0.58	
Control Delay	22.6	6.4		19.3	5.7		49.8	39.9	2.6	52.6	52.8	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	22.6	6.4		19.3	5.7		49.8	39.9	2.6	52.6	52.8	
LOS	C	A		B	A		D	D	A	D	D	
Approach Delay		6.8			16.2			28.6			52.7	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	4	21		156	11		88	112	0	19	85	
Queue Length 95th (ft)	17	60		229	23		137	184	26	51	154	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	441	1424		673	2032		1014	728	1308	354	542	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.02	0.30		0.74	0.07		0.27	0.25	0.23	0.08	0.25	

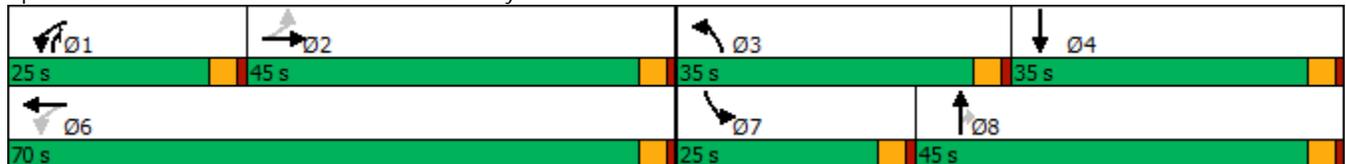
Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 105.2  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.74  
 Intersection Signal Delay: 21.8  
 Intersection Capacity Utilization 64.1%  
 Analysis Period (min) 15

Intersection LOS: C

ICU Level of Service C

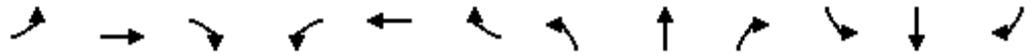
Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Existing Conditions - Saturday PM Hour

03/29/2021



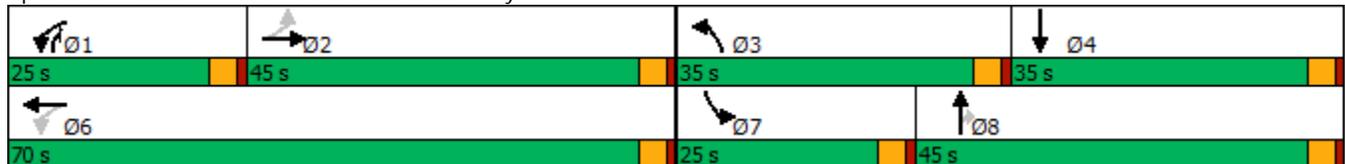
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕		↖	↕		↖	↕	↖	↖	↖	↕
Traffic Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Future Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Satd. Flow (prot)	1770	3093	0	1770	3291	0	3433	1863	2787	1770	1846	0
Flt Permitted	0.675			0.415			0.950			0.950		
Satd. Flow (perm)	1257	3093	0	773	3291	0	3433	1863	2657	1746	1846	0
Satd. Flow (RTOR)		341			57				269		2	
Lane Group Flow (vph)	4	405	0	474	122	0	238	155	269	21	121	0
Turn Type	Perm	NA		pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2		1	6		3	8	1	7	4	
Permitted Phases	2			6					8			
Total Split (s)	45.0	45.0		25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effect Green (s)	41.1	41.1		66.1	66.1		12.5	24.4	45.4	6.8	12.5	
Actuated g/C Ratio	0.40	0.40		0.64	0.64		0.12	0.24	0.44	0.07	0.12	
v/c Ratio	0.01	0.28		0.68	0.06		0.57	0.35	0.20	0.18	0.54	
Control Delay	21.2	4.9		15.6	4.6		48.9	36.9	2.6	50.6	51.6	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	21.2	4.9		15.6	4.6		48.9	36.9	2.6	50.6	51.6	
LOS	C	A		B	A		D	D	A	D	D	
Approach Delay		5.1			13.3			27.3			51.4	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	2	13		137	7		76	80	0	13	75	
Queue Length 95th (ft)	10	48		201	17		121	158	25	40	138	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	501	1437		699	2131		1034	742	1347	361	557	
Starvation Cap Reductn	0	0		0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0		0	0	0	0	0	
Storage Cap Reductn	0	0		0	0		0	0	0	0	0	
Reduced v/c Ratio	0.01	0.28		0.68	0.06		0.23	0.21	0.20	0.06	0.22	

Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 103.1  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.68  
 Intersection Signal Delay: 19.5  
 Intersection Capacity Utilization 58.3%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service B

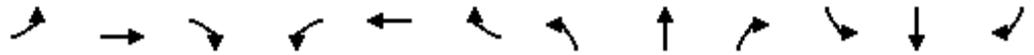
Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Proposed Conditions - Weekday PM Hour

03/29/2021



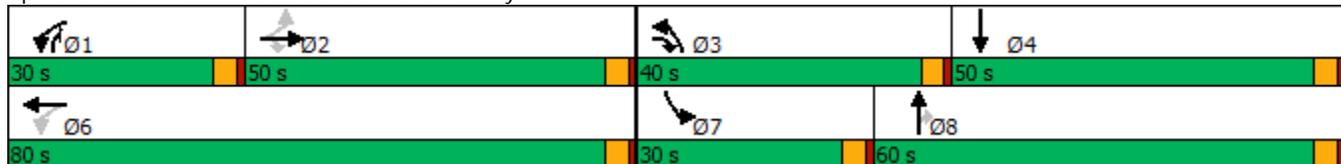
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↑	↗	↖	↗	
Traffic Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Future Volume (vph)	3	27	257	253	31	21	192	120	211	9	72	4
Satd. Flow (prot)	1770	1863	1583	1770	3294	0	3433	1863	2787	1770	1850	0
Flt Permitted	0.711			0.691			0.950			0.950		
Satd. Flow (perm)	1319	1863	1560	1284	3294	0	3433	1863	2692	1757	1850	0
Satd. Flow (RTOR)			268		27				222		1	
Lane Group Flow (vph)	3	28	268	329	67	0	202	126	222	10	84	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2	3	1	6		3	8	1	7	4	
Permitted Phases	2		2	6				8				
Total Split (s)	50.0	50.0	40.0	30.0	80.0		40.0	60.0	30.0	30.0	50.0	
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effct Green (s)	57.4	57.4	69.3	76.1	76.1		11.9	24.9	39.6	6.2	11.2	
Actuated g/C Ratio	0.52	0.52	0.62	0.68	0.68		0.11	0.22	0.36	0.06	0.10	
v/c Ratio	0.00	0.03	0.25	0.35	0.03		0.55	0.30	0.20	0.10	0.45	
Control Delay	17.0	16.2	1.8	8.4	4.3		53.3	39.1	3.2	53.3	55.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	17.0	16.2	1.8	8.4	4.3		53.3	39.1	3.2	53.3	55.0	
LOS	B	B	A	A	A		D	D	A	D	D	
Approach Delay		3.3			7.7			29.8			54.8	
Approach LOS		A			A			C			D	
Queue Length 50th (ft)	1	9	0	79	4		71	73	0	7	57	
Queue Length 95th (ft)	7	30	33	118	11		112	143	26	26	110	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	681	962	1361	992	2262		1112	939	1376	414	766	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.00	0.03	0.20	0.33	0.03		0.18	0.13	0.16	0.02	0.11	

Intersection Summary

Cycle Length: 170  
 Actuated Cycle Length: 111.2  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.55  
 Intersection Signal Delay: 19.1  
 Intersection Capacity Utilization 48.4%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service A

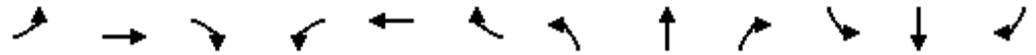
Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersection

Proposed Conditions - Saturday Noon Hour

03/29/2021



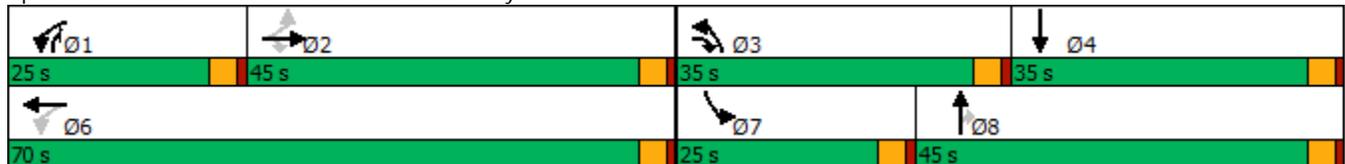
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↑	↗	↖	↗	
Traffic Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Future Volume (vph)	10	94	315	382	70	41	256	174	285	26	109	14
Satd. Flow (prot)	1770	1863	1583	1770	3198	0	3433	1863	2787	1770	1824	0
Flt Permitted	0.661			0.635			0.950			0.950		
Satd. Flow (perm)	1129	1863	1583	1183	3198	0	3367	1863	2550	1715	1824	0
Satd. Flow (RTOR)			328		53				300		4	
Lane Group Flow (vph)	10	98	328	496	144	0	269	183	300	29	137	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2	3	1	6		3	8	1	7	4	
Permitted Phases	2		2	6					8			
Total Split (s)	45.0	45.0	35.0	25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effect Green (s)	43.3	43.3	61.0	66.2	66.2		13.7	24.0	43.0	7.3	13.4	
Actuated g/C Ratio	0.41	0.41	0.58	0.63	0.63		0.13	0.23	0.41	0.07	0.13	
v/c Ratio	0.02	0.13	0.31	0.58	0.07		0.60	0.43	0.24	0.24	0.58	
Control Delay	22.8	22.5	2.2	14.5	5.8		49.5	39.7	2.6	52.8	53.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	22.8	22.5	2.2	14.5	5.8		49.5	39.7	2.6	52.8	53.0	
LOS	C	C	A	B	A		D	D	A	D	D	
Approach Delay		7.2			12.5			28.4			53.0	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	4	41	0	156	11		88	112	0	19	85	
Queue Length 95th (ft)	17	89	40	234	23		137	184	26	50	156	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	463	764	1261	860	2029		1013	727	1310	353	541	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.02	0.13	0.26	0.58	0.07		0.27	0.25	0.23	0.08	0.25	

Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 105.4  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.60  
 Intersection Signal Delay: 20.7  
 Intersection Capacity Utilization 60.2%  
 Analysis Period (min) 15

Intersection LOS: C  
 ICU Level of Service B

Splits and Phases: 1: Main St. & Southlands Pkwy.



Lane Assignment Evaluation  
 Southlands Parkway/Main Street Intersestion

Proposed Conditions - Saturday PM Hour

03/29/2021



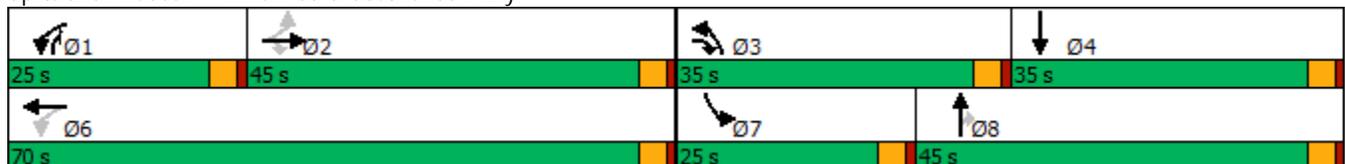
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↕		↖	↑	↗	↖	↗	
Traffic Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Future Volume (vph)	4	61	327	365	50	44	226	147	256	19	103	6
Satd. Flow (prot)	1770	1863	1583	1770	3291	0	3433	1863	2787	1770	1846	0
Flt Permitted	0.675			0.656			0.950			0.950		
Satd. Flow (perm)	1257	1863	1583	1222	3291	0	3433	1863	2657	1746	1846	0
Satd. Flow (RTOR)			341		57				269		2	
Lane Group Flow (vph)	4	64	341	474	122	0	238	155	269	21	121	0
Turn Type	Perm	NA	pm+ov	pm+pt	NA		Prot	NA	pm+ov	Prot	NA	
Protected Phases		2	3	1	6		3	8	1	7	4	
Permitted Phases	2		2	6					8			
Total Split (s)	45.0	45.0	35.0	25.0	70.0		35.0	45.0	25.0	25.0	35.0	
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0	
Act Effct Green (s)	43.9	43.9	60.5	66.2	66.2		12.6	24.6	42.8	6.8	12.5	
Actuated g/C Ratio	0.42	0.42	0.59	0.64	0.64		0.12	0.24	0.41	0.07	0.12	
v/c Ratio	0.01	0.08	0.32	0.54	0.06		0.57	0.35	0.21	0.18	0.54	
Control Delay	21.5	21.1	2.1	12.6	4.7		48.6	36.7	2.6	50.8	51.8	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	21.5	21.1	2.1	12.6	4.7		48.6	36.7	2.6	50.8	51.8	
LOS	C	C	A	B	A		D	D	A	D	D	
Approach Delay		5.3			11.0			27.1			51.6	
Approach LOS		A			B			C			D	
Queue Length 50th (ft)	2	25	0	137	7		76	80	0	13	75	
Queue Length 95th (ft)	10	61	40	206	17		121	157	25	41	139	
Internal Link Dist (ft)		662			758			475			540	
Turn Bay Length (ft)	65			95			200			40		
Base Capacity (vph)	533	791	1290	894	2128		1032	740	1349	360	556	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.01	0.08	0.26	0.53	0.06		0.23	0.21	0.20	0.06	0.22	

Intersection Summary

Cycle Length: 140  
 Actuated Cycle Length: 103.3  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 0.57  
 Intersection Signal Delay: 18.8  
 Intersection Capacity Utilization 58.8%  
 Analysis Period (min) 15

Intersection LOS: B  
 ICU Level of Service B

Splits and Phases: 1: Main St. & Southlands Pkwy.



**ATTACHMENT B**

**INFRASTRUCTURE REVISIONS**

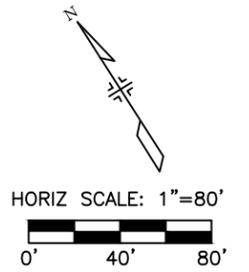
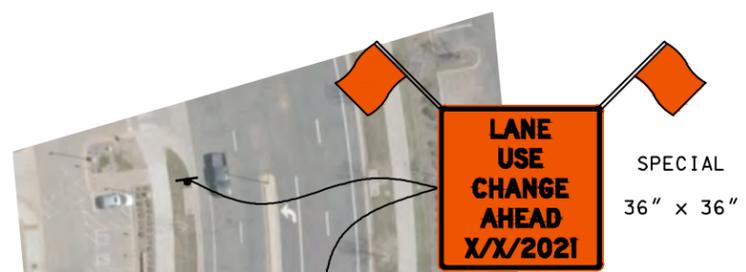
SUMMARY OF TRAFFIC ENGINEERING ITEMS

SIGN NUMBER	PLAN SHEET	SIGN DESIGNATION	Legend	SIGN PANEL SIZE		614-00011		614-00012		614-00216	
				W"	x H"	SIGN PANEL CLASS I		SIGN PANEL CLASS II		STEEL SIGN POST (2X2 INCH TUBING) (WITH 3' ANCHOR SLEEVE)	
						SF	SF	SF	SF	LF	
1	SS-01	SPECIAL	LANE USE CHANGE AHEAD	36	x 36						10.5
2	SS-01	SPECIAL	LANE USE CHANGE AHEAD	36	x 36						10.5
3A	SS-01	R3-9b	LANE USE CONTROL SIGN	48	x 30				10		11
3B		SPECIAL	AT MAIN ST	36	x 12			3			
4A	SS-01	R3-7R	RIGHT LANE MUST TURN RIGHT	36	x 36			9			11.5
4B		SPECIAL	AT MAIN ST	36	x 12			3			
5	SS-01	R3-9b	LANE USE CONTROL SIGN	48	x 30				10		10
6	SS-01	R4-4	BEGIN RIGHT TURN LANE YIELD TO BIKES	36	x 30			7.5			10
7	SS-01	R3-7R	RIGHT LANE MUST TURN RIGHT	36	x 36			9			10.5
8	SS-02	R3-8a	LANE USE CONTROL SIGN	30	x 36			7.5			
9	SS-02	R3-5R	LANE USE CONTROL SIGN	30	x 36			7.5			
TOTAL								64.5	20		74

REMOVAL OF PAVEMENT MARKINGS			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
202-00250	REMOVAL OF PAVEMENT MARKING	SF	147

PAVEMENT MARKING DESCRIPTION	PAVEMENT MARKING (SF)	627-00005		627-30205		627-30205	
		EPOXY PAVEMENT MARKING (GAL)		THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL) (SF)		THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE) (SF)	
		SUBTOTAL	TOTAL	SUBTOTAL	TOTAL	SUBTOTAL	TOTAL
DOTTED EXTENSION LINE (SOLID WHITE, 8" WIDE, 2' SEGMENTS 4' GAPS, 392 LF)	88	2					
BIKE LANE LINE (SOLID WHITE, 4"WIDE, 240 LF)	80	1	2				
RIGHT TURN ARROW (SOLID WHITE, 2 EA)	32.2			32.2			
ONLY SYMBOL (SOLID WHITE, 1 EA)	22.5			22.5			
DIAMOND SYMBOL (SOLID WHITE, 1 EA)	5.2			5.2			
BIKE SYMBOL (SOLID WHITE, 1 EA)	4.8			4.8			
LANE SYMBOL (SOLID WHITE, 1 EA)	3.1			3.1			
ARROW SYMBOL (SOLID WHITE, 1 EA)	2.6			2.6			
BIKE LANE MARKING (SOLID GREEN, 11 EA)	80.7			80.7			
BIKE LANE MARKING (SOLID WHITE, 11 EA)	14.7			14.7			
STOPLINE (SOLID WHITE, 1 EA)	8.0					8	8

TRAFFIC SIGNAL			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
210-00831	RESET TRAFFIC SIGNAL HEAD	EACH	1
614-10160	SIGNAL HEAD BACKPLATES	EACH	1
614-70560	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	1



I:\121070-01\_Southlands-Main Street\_Laneage\_Analysis\CAD\Traffic\_JIS\_Drawings\121070-01\_SS-01\_5/7/2021\_2:59:37\_PM\_DavidMarsh

Print Date: 5/7/2021  
 File Name: 121070-01 SS-01.dwg  
 Horizontal Scale: 1" = 80' Vertical Scale: N/A

6400 S Fiddlers Green Circle, Suite 1500  
 Greenwood Village, CO 80111  
 Phone: 303.721.1440  
 www.FHUENG.com

Sheet Revisions			
Date	Comments	Initials	

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1**  
 141 UNION BLVD. SUITE 150  
 LAKEWOOD, CO 80228  
 303-987-0835

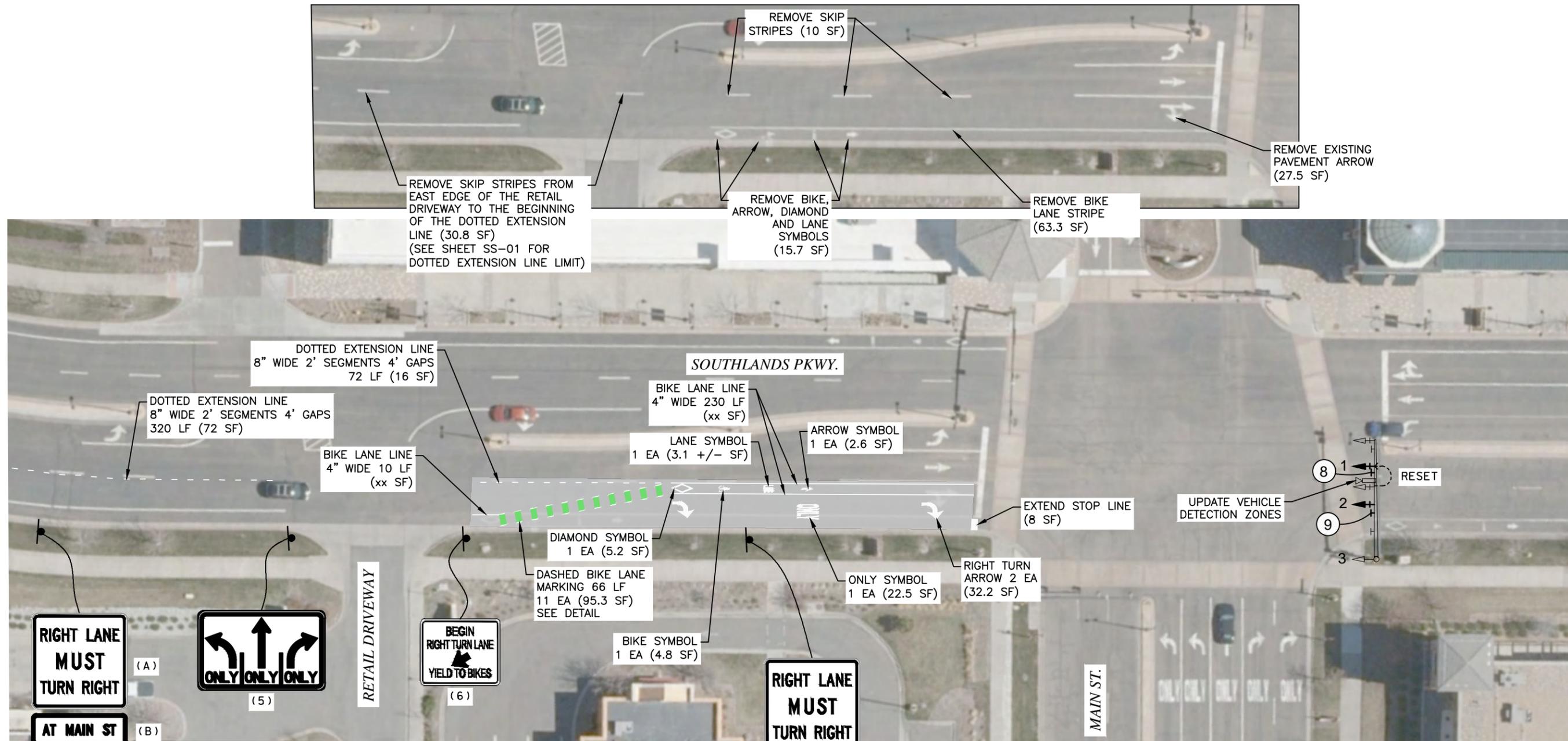
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Revised:	
Void:	

**SOUTHLANDS PKWY/MAIN ST.  
 LANE ASSIGNMENT  
 PROPOSED IMPROVEMENTS**

Designer:	RRF	Structure Numbers	
Detailer:	DEM	Sheets:	SS-01 of 02
Subset:	TRAFFIC		

Project No.	-
Sheet Number	1

**STRIPING REMOVAL PLAN**

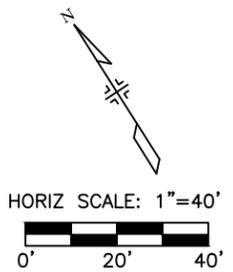
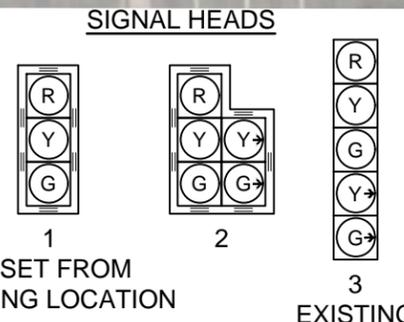
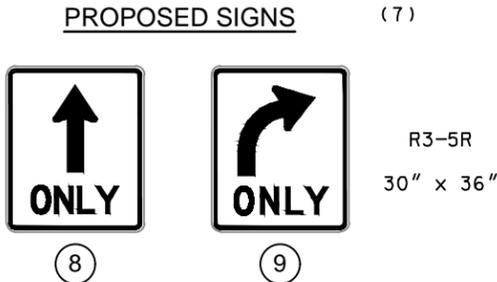
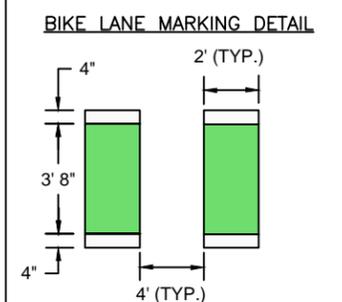


**RIGHT LANE MUST TURN RIGHT**  
(A)

**ONLY ONLY ONLY**  
(5)

**BEGIN RIGHT TURN LANE YIELD TO BIKES**  
(6)

**RIGHT LANE MUST TURN RIGHT**  
(7)



I:\121070-01 Southlands-Main Street Laneage Analysis\CAAD\Traffic\_JIS\Drawings\121070-01 SS-02- 5/7/2021 2:59:04 PM David Marsh

Print Date: 5/7/2021  
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 Horizontal Scale: 1" = 40' Vertical Scale: N/A

**FELSBURG HOLT & ULLEVIG**  
 6400 S Fiddlers Green Circle, Suite 1500  
 Greenwood Village, CO 80111  
 Phone: 303.721.1440  
 www.FHUENG.com

Sheet Revisions		
Date	Comments	Initials



**SOUTHLANDS METROPOLITAN DISTRICT No. 1**  
 141 UNION BLVD. SUITE 150  
 LAKEWOOD, CO 80228  
 303-987-0835

No Revisions:  
 Revised:  
 Void:

**SOUTHLANDS PKWY/MAIN ST. LANE ASSIGNMENT PROPOSED IMPROVEMENTS**

Designer: RRF  
 Detailer: DEM  
 Subset: TRAFFIC

Structure Numbers  
 Sheets: SS-02 of 02

Project No. -  
 Sheet Number 2

27 May 2021

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

Dear Ms. Finn,

Collins Engineers has completed calculations for determination of the loading capacity of the existing traffic signal structure at S Southlands Pkwy and S Main St in Southlands Metropolitan District No. 1, Colorado. The traffic signal was analyzed for the addition of (2) traffic signals and (2) 30"x36" signs, with the structure passing all capacity checks. Analysis was completed under the assumption that all aspects of the signal structure meet CDOT standards, including the use of Grade 65 steel.

Reference for analysis was provided by the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 1<sup>st</sup> ed. (2015).

Should you have any questions or require further information please contact Kyle Branham at 720-262-5613 or [kbranham@collinsengr.com](mailto:kbranham@collinsengr.com).

Respectfully,



Kyle Branham, PE  
Project Manager II  
Collins Engineers, Inc.

