

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032
Website: <https://southlandsmd1.colorado.gov/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2023/May 2023
Joyce Rocha	Secretary	2025/May 2025
April Elliott	Treasurer	2025/May 2025
VACANT		2025/May 2023
VACANT		2023/May 2023

DATE: August 16, 2022
TIME: 9:30 a.m.
PLACE: Southlands Shopping Center
Management Office
6155 South Main Street, Suite 260
Aurora, Colorado 80016

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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

C. Review and approve Minutes of the June 28, 2022 Special Meeting (enclosure).

II. PUBLIC COMMENTS

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

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

- Ratify approval of proposal from MR/Westco Inc. for paver replacement (enclosure).

- Ratify approval of First Amendment to Independent Contractor Agreement between the District and Common Area Maintenance Services, LLC street sweeping (enclosure).
 - Ratify approval of the reimbursement to Shannon Worrell for damaged windshield (enclosure).
-

IV. FINANCIAL MATTERS

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

Fund	Period Ending July 31, 2022
General	\$ 108,665.07
Debt Service	\$ -0-
Capital Projects	\$ 118,970.93
Total Claims	\$ 227,636.00

- B. Review and accept unaudited financial statements for the period ending June 30, 2022 and accept Cash Position Schedule, dated June 30, 2022, updated August 3, 2022 and Operations Fee Report (enclosure).
-

V. LEGAL MATTERS

- A. Discuss status of a License Agreement concerning the E-470 monument signs.
-

- B. Discuss and consider approval of Resolution Regarding Issuance of Advertising Events, Special Events, Street Closure Permit and Signage.
-

VI. OPERATIONS AND MAINTENANCE

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

B. Review and consider approval of a proposals for tree and shrub replacements:

1. Tree replacements in the Town Square from Keesen Landscape Management Inc., in the amount of \$3,904.99 (enclosure).

2. Plant replacements on Main Street from Keesen Landscape Management Inc., in the amount of \$9,276.73 (enclosure).

3. Shrub replacements on Main Street from Longhill Contracting, in the amount of \$2,617.75 (enclosure).

C. Review and consider approval of a proposal from Full Spectrum Lighting, Inc. for the conversion of the lights to LED (enclosure).

D. Review and consider approval of a proposals for striping the District's roads and parking spaces (enclosures).

E. Discuss 2022/2023 Independent Contractor Agreements for 2023 Maintenance Services:

1. Holiday Lighting.

2. Security Services (enclosure).

3. Snow Removal Services.

4. Landscape Maintenance Services.

5. Floral Program.

6. Common Area Cleaning.

7. Site Lighting Services.

8. Locate Services (enclosure).

9. Tree Care Services.

10. Street Sweeping Services

F. Review and discuss retaining wall inspection report (enclosures).

G. Discuss scheduling a demo with MyAssetMap for mapping and tracking improvements.

VII. CAPITAL IMPROVEMENTS

A. Discuss status of the installation of the Cub Hub sign.

B. Discuss status of the Median Landscape Renovation Project.

1. Review and ratify approval of the revised Change Order No. 2 from Keesen Landscape Management Inc. (enclosure).

C. Discuss capital improvement projects for 2023.

VIII. OTHER MATTERS

A. _____

IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
OCTOBER 18, 2022**

RECORD OF PROCEEDINGS

0924.0006

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
HELD
JUNE 28, 2022**

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Tuesday, the 28th day of June, 2022, at 9:30 a.m. at the Southlands Shopping Center, Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Martin Liles
Joyce Rocha
April Elliott

Also In Attendance Were:

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

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

Thuy Dam; CliftonLarsonAllen, LLP

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosure of Potential Conflicts of Interest: Ms. Finn noted that a quorum was present. Attorney Stutz 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 Stutz asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

**ADMINISTRATIVE
MATTERS**

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

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

RECORD OF PROCEEDINGS

Minutes: The Board reviewed the Minutes of the April 5, 2022 and May 10, 2022 Special Meetings.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Minutes of the April 5, 2022 and May 10, 2022 Special Meetings were approved, as presented.

2022 SDA Conference: Ms. Finn discussed the SDA Conference with the Board, and noted the information concerning the details of the conference will be emailed to them once the information is available.

PUBLIC COMMENTS There were no public comments at this time.

CONSENT AGENDA The Board considered the following actions:

- Ratify approval of proposal from Full Spectrum Lighting, Inc. to replace the failed pumps in the pump room for the fountain.
- Ratify approval of proposal from Keesen Landscape Management, Inc. for the addition of weed barrier to all islands.
- Ratify approval of proposal from Keesen Landscape Management, Inc. for additional flower baskets.

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

FINANCIAL MATTERS

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

Fund	Period Ending Feb. 28, 2022	Period Ending March 31, 2022	Period Ending April 30, 2022	Period Ending May 31, 2022
General	\$ 187,528.69	\$ 52,432.88	\$ 118,240.09	\$ 369,668.60
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 745.69	\$ 3,295.58	\$ 4,871.94	\$ 586.25
Total Claims	\$ 188,274.38	\$ 55,728.46	\$ 123,112.03	\$ 370,254.86

Fund	Special Payment May 25, 2022	Period Ending June 30, 2022
General	\$ 1,524.38	\$ 82,974.85
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ 2,865.00
Total Claims	\$ 1,524.38	\$ 85,839.85

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Elliott seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of claims, as amended to hold \$40,000 from the Keesen floral invoice #185366 for \$164,250.42 for watering hanging baskets.

Financial Statements: Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending April 30, 2022, Cash Position Schedule, dated April 30, 2022, updated June 14, 2022 and Operations Fee Report.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending April 30, 2022, the Cash Position Schedule, dated April 30, 2022, updated June 14, 2022 and Operations Fee Report.

2021 Audit: Ms. Dam reviewed the 2021 draft Audited Financial Statements with the Board.

Following review and discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the 2021 Audited Financial Statements and authorized execution of the Representations Letter, subject to final review by legal counsel and receipt of an unmodified opinion letter from the auditor.

LEGAL MATTERS

License Agreement: Attorney Stutz reported to the Board that Attorney Waldron is working with Alberta Development Partners, LLC on the License Agreement concerning the E-470 monument signs.

OPERATIONS AND MAINTENANCE

Special Events Permit from M&J Wilkow: Director Rocha reported to the Board on the status of the 2022 Special Events Permit from M&J Wilkow. She noted the Certificate of Insurance will be submitted with the permit once available.

Irrigation Supplies: The Board entered into discussion regarding cost sharing irrigation supplies between the District and M&J Wilkow. Ms. Finn recommended the District share the cost of irrigation supplies with M&J Wilkow on a percentage basis. Following discussion, the Board agreed to have the District back charge M&J Wilkow \$2,000 per year starting in 2023 for irrigation supplies.

RECORD OF PROCEEDINGS

Independent Contractor Agreement between Collins Engineers of Illinois, Inc. d/b/a Collins Engineering, Inc. and the District for Retaining Wall Inspections: The Board reviewed an Independent Contractor Agreement between Collins Engineers of Illinois, Inc. d/b/a Collins Engineering, Inc. and the District for retaining wall inspections.

Following review and discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the Independent Contractor Agreement between Collins Engineers of Illinois, Inc. d/b/a Collins Engineering, Inc. and the District for retaining wall inspections.

Proposal from Keesen Landscape Management, Inc. for Tree and Shrub Replacements: The Board deferred discussion.

Proposal from CAM Services for Increasing Street Sweeping Services: The Board entered into discussion regarding a proposal from CAM Services for increasing street sweeping services.

Following review and discussion, upon motion duly made by Director Liles, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the proposal from CAM Services for increasing street sweeping services from two to three times per week, for an amount of \$1,365 per month.

Tree Replacement Proposal: Director Liles noted for the Board that he approved a tree replacement proposal for three (3) trees located in the plaza, for the amount of \$3,900. He also noted he purchased mulch for the flower beds, for the amount of \$5,000.

CAPITAL IMPROVEMENTS

Cub Hub Sign: Director Liles provided an update regarding the status of installation of the Cub Hub sign. He noted a preconstruction meeting is scheduled for Thursday, June 30, 2022.

Median Landscape Renovation Project (“Project”): The Board reviewed Change Order No. 2 to the Project Manual for the Median Landscape Renovation Project.

Following review and discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board authorized Director Liles to negotiate Change Order No. 2 with Keesen Landscape Management, Inc., for an amount not to exceed \$50,000.

RECORD OF PROCEEDINGS

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

MR/Westco Inc.

Denver, CO 80237

PROPOSAL

Date	Estimate #
7/18/2022	12501

Name / Address
<i>Southlands Property # 0830 6155 South Main Street Aurora, Colorado 80016</i>

Property
<i>Southlands 6235 S. Main St. Aurora CO 80016</i>

Item	Description	Qty	Rate	Total
26 Landsc...	<p><i>07/18/2022 - Proposal for Mr. Quincy Hudspeth - Paver Replacement</i></p> <p><i>Demolish the nine (9) damaged pavers in the designated area</i> <i>Install nine (9) new pavers from management stock</i> <i>Five (5) of the pavers will be custom cut to match the existing</i> <i>Adhere the pavers as necessary</i> <i>Apply a polymeric paver joint sand</i></p> <p><i>NOTE: Southland's Management will be providing the replacement pavers</i></p>		1,443.00	1443.00

Phone #	Fax #	E-mail
(303) 708-1833	(303) 756-0218	Scheduling@mrwestco.com

Total	\$1,443.00
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**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT
(STREET SWEEPING)**

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**First Amendment**”), is entered into as of the 18th day of July, 2022, effective the 1st day of July, 2022, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and COMMON AREA MAINTENANCE SERVICES, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into that certain *Independent Contractor Agreement (Street Sweeping)* dated January 1, 2022 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth the Scope of Services to be completed and the Compensation Schedule therefore; and

WHEREAS, the Parties desire the Contractor to perform additional services not initially contemplated in the Agreement.

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

TERMS AND CONDITIONS

1. AMENDMENT TO SCOPE OF SERVICES/COMPENSATION SCHEDULE. The Parties hereby amend and restate in its entirety the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in **Exhibit A** attached to hereto and incorporated herein by this reference. This First Amendment shall be effective as of July 1, 2022.

2. PRIOR PROVISIONS EFFECTIVE. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This First Amendment 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 of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment 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 First Amendment.

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

CONTRACTOR:
COMMON AREA MAINTENANCE
SERVICES, LLC, a Colorado limited liability
company

Printed Name

Title

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

PROPOSAL SUBMITTED TO: Special District Management Services, Inc.
ADDRESS: Southlands Metropolitan District No. 1
 141 Union Boulevard, Ste 150
 Lakewood, CO 80228

CONTACT: Ann Finn
PHONE: 303-987-0835
EMAIL: afinn@sdmsi.com

DATE: Wednesday, June 22, 2022
JOB NAME AND ADDRESS: Southlands Shopping Center / Metro District
 (E. Smoky Hill & Main St., Aurora, CO 80016)
 July 1, 2022 – December 31, 2022

Power Sweeping

\$1,365 /mth

Sweep and detail (power blow) drive lanes, inside and outside curb lines and all corners.

Power Sweeping includes the following;

- 3x /week service – between 11:pm – 7:am
 - Tuesday night – into Wednesday morning
 - Friday night – into Saturday morning
 - Saturday night - into Sunday morning
- All labor and equipment necessary to complete the above specification.
- Equipment used will be capable of removing all trash, debris, and sand by means of air vacuum with dust control.
- All areas not accessible to mechanical equipment will be blown free of trash and debris by hand held blowers.
- All trash, debris, and sand will be disposed of offsite unless otherwise agreed upon.
 - *no dumping available onsite*
- Service schedule to be agreed upon by both parties.
- Additional work will be at an additional cost.

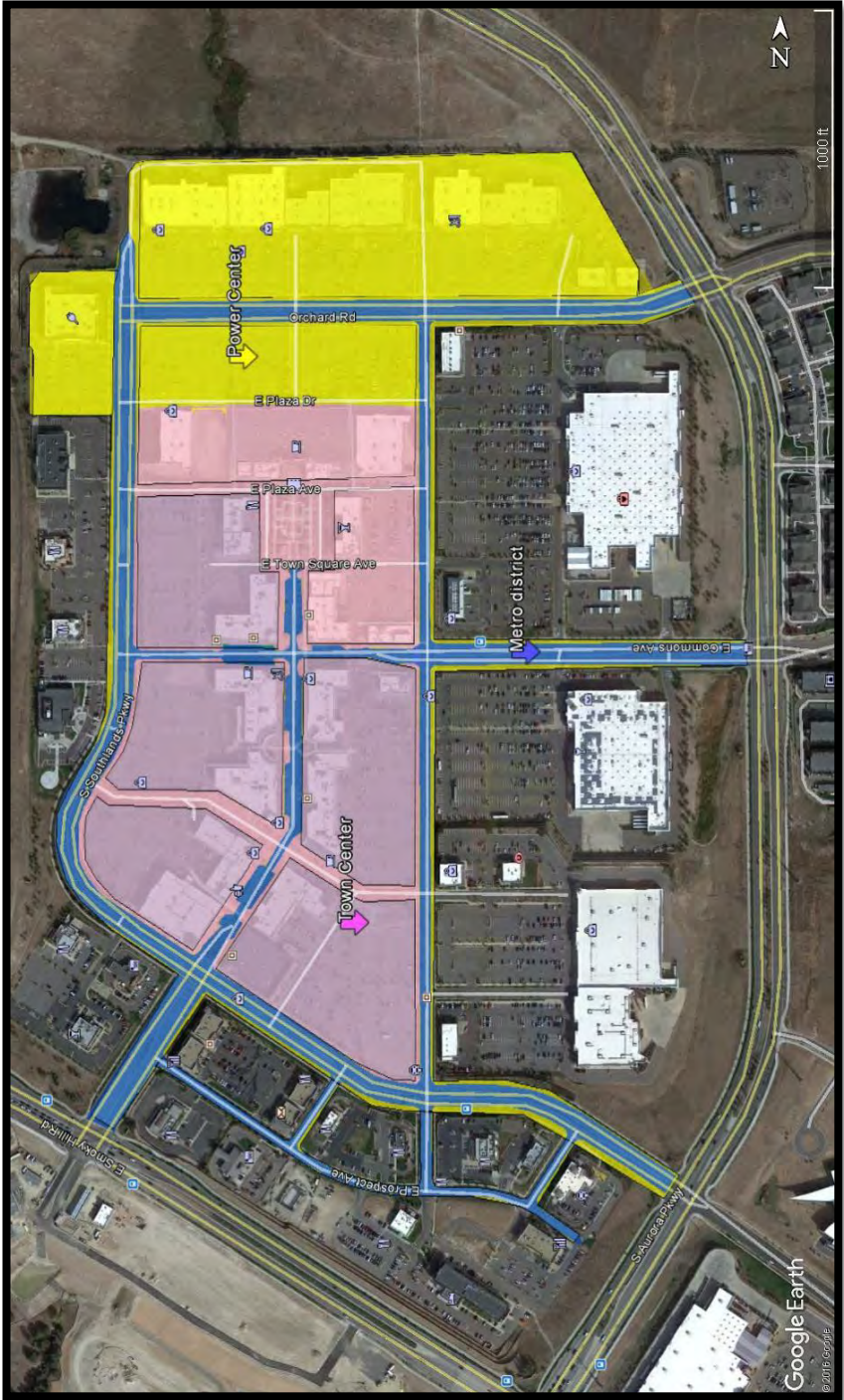
Southlands Metropolitan District Roads to include;

- East Orchard Rd.
- Prospect Avenue
- South Central Street
- South Southlands Parkway
 - (Includes Main Street Shops and Parking (South Main Street & East Commons Avenue).
- Refer to map (attached)

This pricing assumes contracts with both the Power Center and Town Center portions of Southlands, as well as, Southlands Metro District.

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax



initial _____

Upon signing above, I issue my personal guarantee of payment, which will be remitted upon invoice. Additional charges of 3.5% for credit card usage. All invoices are due and payable upon receipt. In the event the amount of an invoice is not paid within 30 days from the date of the invoice, the account shall be deemed to be in default and Contractor reserves the right to cease any further work until the account is brought current. Any invoice not paid within 30 days from the date of the invoice shall accrue interest at the maximum lawful rate of 1-1/2% per month, not to exceed 19% per annum. Owner/Customer agrees to indemnify the Contractor harmless from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including all reasonable attorney fees, court cost, etc.

All services in Denver County subject to Denver County Tax

From: Shannon Irons <shanirons822@gmail.com>

Sent: Wednesday, August 03, 2022 11:05 AM

To: Ann Finn <afinn@sdmsi.com>

Subject: httpssafelite-prod-mrmdocuments.s3.amazonaws.com1C7F3Receipt-2150-384058-2022-08-03-12-49-31.pdfAWSAccessKeyId=AKIA2CC6ER6

This is the receipt for my windshield. I drive my car for my job as a home IV therapy nurse and was unable to work since this occurred. I was hoping that would be taken into consideration as well. I missed 6 calls and my average pay per call is \$125. I appreciate any assistance I can get.

Thank you
Shannon Worrell

11:01
Mail

its.s3.amazonaws.com

Safelite AutoGlass

SAFELITE AUTOGLASS
4313 S BUCKLEY RD
AURORA, CO 80015
** SERVICE QUESTIONS **
** CALL Customer Sat 800 phone number (8008352257) **

Date & Time: 08/03/22 10:49AM

Customer: MORRELL, SHANNON
18364 E CRESTLINE CIR
CENTENNIAL, CO 80015

Home Phone: 303-675-5721
Work Phone: 303-675-5721
Service Phone: 02160_384058
Work Order #: (00535_384058)

Year	Make	Model
2017	FORD	ESCAPE

License	Style	Stock/Unit#
APQW02	4 DOOR UTILITY	

Mileage 0
VIN 1FMCU9GD2HUD11248

Purchase Order#

Qty	Part	List Price	Selling Price	Flat Labor	Kit	MTRL
1	DW02215 GTN	334.35	60.00	0.00	0.00	0.00
1	DISPOSAL FEE	0.00	34.99	0.00	0.00	0.00
1	MOBILE FEE	0.00	49.99	0.00	0.00	0.00

Urethane Brand: Sika
Urethane Product: 1 SikaTack Safe 30
Urethane Lot Number: 3006426513

Technician Name	Technician ID
Jacob	2150-658

Technician Notes

Part Subtotal:	334.35
Flat Labor Subtotal:	144.98
Subtotal:	479.33
Sales Tax:	22.57
Total:	501.90

Deductible: 0.00
Deductible Paid: 0.00
Deductible Remaining: 0.00
Amount to Collect: 501.90

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	12927297	6/30/2022	7/30/2022	\$ 4,663.36	Security	117806
Brody Chemical	INV14701	6/30/2022	7/30/2022	\$ 104.99	Repairs and maintenance	117582
City of Aurora	151228 June22	6/30/2022	6/30/2022	\$ 1,107.36	Utilities	117701
City of Aurora	150518 June22	6/30/2022	6/30/2022	\$ 1,488.01	Utilities	117701
City of Aurora	146452 June22	6/30/2022	6/30/2022	\$ 1,490.87	Utilities	117701
City of Aurora	152426 June22	6/30/2022	6/30/2022	\$ 4,467.77	Utilities	117701
City of Aurora	142090 June22	6/30/2022	6/30/2022	\$ 2,366.89	Utilities	117701
City of Aurora	146396 June22	6/30/2022	6/30/2022	\$ 398.40	Utilities	117701
City of Aurora	151226 June22	6/30/2022	6/30/2022	\$ 592.62	Utilities	117701
City of Aurora	151230 June22	6/30/2022	6/30/2022	\$ 1,278.94	Utilities	117701
City of Aurora	146368 June22	6/30/2022	6/30/2022	\$ 8,983.91	Utilities	117701
CliftonLarsonAllen LLP	3315703	5/31/2022	5/31/2022	\$ 6,266.03	Accounting	107000
Colorado Steel Inc	5260	6/15/2022	6/15/2022	\$ 3,468.00	Repairs and maintenance	117582
Common Area Maintenance Services	M07012463	7/1/2022	7/1/2022	\$ 1,365.00	Street sweeping	117808
DBC Irrigation Supply	S4662757.001	7/1/2022	7/1/2022	\$ 580.37	Landscape maintenance & irrigation repair	117585
Full Spectrum Lighting, Inc	30146	6/20/2022	6/20/2022	\$ 4,473.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30142	6/20/2022	6/20/2022	\$ 640.00	Street lighting/ striping	117855
Keesen Landscape Management, Inc.	CEN 190793	7/1/2022	7/31/2022	\$ 16,235.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 189659	6/7/2022	7/7/2022	\$ 960.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 189985	6/20/2022	7/20/2022	\$ 115.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 192186	7/1/2022	7/31/2022	\$ 4,904.78	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 189591	6/8/2022	7/8/2022	\$ 2,053.75	Floral	117801
Keesen Landscape Management, Inc.	CEN 192026	6/30/2022	7/30/2022	\$ 116,612.50	Medians	307863
Keesen Landscape Management, Inc.	CEN 191723	6/20/2022	7/20/2022	\$ 1,985.16	Landscape maintenance & irrigation repair	117585
M & J Wilkow Properties, LLC	28286	7/31/2022	7/31/2022	\$ 9,616.33	Property maintenance	117804
Millard Mall Services	82188	6/16/2022	7/16/2022	\$ 15,204.25	Monthly cleaning	117802
Special District Management Services, Inc.	PM 06/2022	6/30/2022	6/30/2022	\$ 3,000.00	Property management	117805
Special District Management Services, Inc.	DM 06/2022	6/30/2022	6/30/2022	\$ 190.00	Medians	307863
Special District Management Services, Inc.	DM 06/2022	6/30/2022	6/30/2022	\$ 4,164.92	District management	107440
The Architerra Group, Inc.	7297	7/5/2022	8/4/2022	\$ 1,802.50	Medians	307863
Utility Notification Center of Colorado	222061414	6/30/2022	6/30/2022	\$ 9.10	Repairs and maintenance	117582
White, Bear & Ankele PC	22972	6/30/2022	6/30/2022	\$ 166.05	Election expense	107581
White, Bear & Ankele PC	22972	6/30/2022	6/30/2022	\$ 365.93	Medians	307863
White, Bear & Ankele PC	22972	6/30/2022	6/30/2022	\$ 2,888.87	Legal services	107460
Xcel Energy	788101957	7/15/2022	7/15/2022	\$ 3,626.34	Utilities	117701

\$227,636.00

Southlands Metropolitan District No. 1
July-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 82,863.96		\$ 118,970.93	\$ 201,834.89
Xcel - Auto Pay	\$ 3,626.34	\$ -	\$ -	\$ 3,626.34
Aurora Water - Auto Pay	\$ 22,174.77	\$ -	\$ -	\$ 22,174.77
Total Disbursements from Checking Acct	<u>\$ 108,665.07</u>	<u>\$ -</u>	<u>\$ 118,970.93</u>	<u>\$ 227,636.00</u>

SOUTHLANDS METROPOLITAN DISTRICT NO.1

FINANCIAL STATEMENTS

JUNE 30, 2022

SOUTHLANDS METROPOLITAN DISTRICT NO.1
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2022

	General	General Operations Fee	Debt Service	Capital Projects	Total
ASSETS					
Cash - Checking	\$ 22,455	\$ 610,843	\$ -	\$ 2,865	\$ 636,163
Colostrust	1,305,614	822,877	517	-	2,129,008
UMB Series 2017 A-1 Bond Fund	-	-	1,826,339	-	1,826,339
UMB Series 2017 A-2 Bond Fund	-	-	341,853	-	341,853
UMB Series 2017 A-1 Reserve Fund	-	-	1,688,166	-	1,688,166
UMB Series 2017 A-2 Reserve Fund	-	-	149,798	-	149,798
General Operations Fee receivable	-	132,623	-	-	132,623
Due from other fund	-	-	-	117,168	117,168
Receivable from County Treasurer	33,615	-	232,483	-	266,098
TOTAL ASSETS	<u>\$ 1,361,684</u>	<u>\$ 1,566,343</u>	<u>\$ 4,239,156</u>	<u>\$ 120,033</u>	<u>\$ 7,287,216</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 34,496	\$ 307,040	\$ -	\$ 120,033	\$ 461,569
Due to other funds	117,168	-	-	-	117,168
Unearned General Operations Fee	-	4,665	-	-	4,665
Total Liabilities	<u>151,664</u>	<u>311,705</u>	<u>-</u>	<u>120,033</u>	<u>583,402</u>
FUND BALANCES					
Total Fund Balances	<u>1,210,020</u>	<u>1,254,638</u>	<u>4,239,156</u>	<u>-</u>	<u>6,703,814</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,361,684</u>	<u>\$ 1,566,343</u>	<u>\$ 4,239,156</u>	<u>\$ 120,033</u>	<u>\$ 7,287,216</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 SIX MONTHS ENDED JUNE 30, 2022

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 500	\$ 2,585	\$ 2,085
Permits and fees	5,000	-	(5,000)
Property taxes	507,927	497,894	(10,033)
Specific ownership tax	35,555	17,675	(17,880)
TOTAL REVENUES	<u>548,982</u>	<u>518,154</u>	<u>(30,828)</u>
EXPENDITURES			
Accounting	57,000	31,079	25,921
Auditing	6,000	-	6,000
Billing services	13,000	5,573	7,427
Contingency	9,381	-	9,381
County Treasurer's fee	7,619	7,497	122
Directors' fees	4,000	900	3,100
District management	68,000	24,375	43,625
Dues and licenses	2,000	545	1,455
Election expense	3,000	1,805	1,195
Insurance and bonds	45,000	36,928	8,072
Legal services	50,000	21,430	28,570
Miscellaneous	5,000	368	4,632
Public Events	50,000	-	50,000
TOTAL EXPENDITURES	<u>320,000</u>	<u>130,500</u>	<u>189,500</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	228,982	387,654	158,672
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	(700,000)	(131,266)	568,734
TOTAL OTHER FINANCING SOURCES (USES)	<u>(700,000)</u>	<u>(131,266)</u>	<u>568,734</u>
NET CHANGE IN FUND BALANCES	(471,018)	256,388	727,406
FUND BALANCES - BEGINNING	<u>941,998</u>	<u>953,633</u>	<u>11,635</u>
FUND BALANCES - ENDING	<u>\$ 470,980</u>	<u>\$ 1,210,021</u>	<u>\$ 739,041</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022**

GENERAL OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
General operations fee	\$ 2,103,000	\$ 1,051,500	\$ (1,051,500)
General operations fee - penalty and other	2,000	10,345	8,345
General operations fee - vacant lots	25,000	24,961	(39)
Interest income	1,000	2,074	1,074
Reimbursed expenditures	-	1,600	1,600
TOTAL REVENUES	<u>2,131,000</u>	<u>1,090,480</u>	<u>(1,040,520)</u>
EXPENDITURES			
Floral	190,000	168,242	21,758
Holiday decor	115,000	-	115,000
Landscape maintenance & irrigation repair	250,000	101,486	148,514
Monthly cleaning	230,000	90,373	139,627
Pest control	10,000	-	10,000
Property maintenance	120,000	57,778	62,222
Property management	40,000	18,032	21,968
Repairs and maintenance	380,000	36,159	343,841
Security	75,000	30,189	44,811
Signage	100,000	13,007	86,993
Snow removal	350,000	178,159	171,841
Street lighting/ striping	75,000	28,115	46,885
Street repairs/sidewalk	45,000	-	45,000
Street sweeping	15,000	7,755	7,245
Traffic signals maintenance	35,000	30,229	4,771
Utilities	180,000	54,428	125,572
TOTAL EXPENDITURES	<u>2,210,000</u>	<u>813,952</u>	<u>1,396,048</u>
NET CHANGE IN FUND BALANCES	(79,000)	276,528	355,528
FUND BALANCES - BEGINNING	<u>729,000</u>	<u>978,108</u>	<u>249,108</u>
FUND BALANCES - ENDING	<u>\$ 650,000</u>	<u>\$ 1,254,636</u>	<u>\$ 604,636</u>

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

SUPPLEMENTARY INFORMATION

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 700	\$ 1,034	\$ 334
Property taxes	2,873,318	2,818,521	(54,797)
Specific ownership tax	201,132	99,591	(101,541)
TOTAL REVENUES	<u>3,075,150</u>	<u>2,919,146</u>	<u>(156,004)</u>
EXPENDITURES			
Bond interest - Series 2017 A-1	2,073,200	1,036,600	1,036,600
Bond interest - Series 2017 A-2	183,275	91,638	91,637
Bond principal - Series 2017 A-1	590,000	-	590,000
Bond principal - Series 2017 A-2	50,000	-	50,000
Contingency	9,425	-	9,425
County Treasurer's fee	43,100	42,436	664
Paying agent fees	6,000	-	6,000
TOTAL EXPENDITURES	<u>2,955,000</u>	<u>1,170,674</u>	<u>1,784,326</u>
NET CHANGE IN FUND BALANCES	120,150	1,748,472	1,628,322
FUND BALANCES - BEGINNING	<u>2,503,308</u>	<u>2,490,684</u>	<u>(12,624)</u>
FUND BALANCES - ENDING	<u>\$ 2,623,458</u>	<u>\$ 4,239,156</u>	<u>\$ 1,615,698</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SIX MONTHS ENDED JUNE 30, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Medians	400,000	131,266	268,734
Signage	300,000	-	300,000
TOTAL EXPENDITURES	<u>700,000</u>	<u>131,266</u>	<u>568,734</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(700,000)	(131,266)	568,734
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	700,000	131,266	(568,734)
TOTAL OTHER FINANCING SOURCES (USES)	<u>700,000</u>	<u>131,266</u>	<u>(568,734)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

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

Services Provided

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

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

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

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

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

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

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

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

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

Revenues

Property Taxes

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

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

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

Specific Ownership Taxes

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

Interest Income

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

General Operations Fee

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

Expenditures

General and Administrative Expenditures

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

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

Expenditures – (continued)

Operations and Maintenance

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

Debt Service

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

Debt and Leases

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

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

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

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

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

Debt and Leases– (continued)

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

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2022, as defined under TABOR.

Debt Service Reserve

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

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

This information is an integral part of the accompanying budget.

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 590,000	\$ 2,073,200	\$ 2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026	785,000	1,985,500	2,770,500
2027	815,000	1,958,025	2,773,025
2028	895,000	1,929,500	2,824,500
2029	940,000	1,884,750	2,824,750
2030	1,045,000	1,837,750	2,882,750
2031	1,100,000	1,785,500	2,885,500
2032	1,210,000	1,730,500	2,940,500
2033	1,270,000	1,670,000	2,940,000
2034	1,390,000	1,606,500	2,996,500
2035	1,460,000	1,537,000	2,997,000
2036	1,595,000	1,464,000	3,059,000
2037	1,675,000	1,384,250	3,059,250
2038	1,820,000	1,300,500	3,120,500
2039	1,910,000	1,209,500	3,119,500
2040	2,070,000	1,114,000	3,184,000
2041	2,170,000	1,010,500	3,180,500
2042	2,345,000	902,000	3,247,000
2043	2,460,000	784,750	3,244,750
2044	2,650,000	661,750	3,311,750
2045	2,780,000	529,250	3,309,250
2046	2,985,000	390,250	3,375,250
2047	4,820,000	241,000	5,061,000
	<u>\$ 42,780,000</u>	<u>\$ 37,089,800</u>	<u>\$ 79,869,800</u>

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

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

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

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 50,000	\$ 183,275	\$ 233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026	70,000	175,475	245,475
2027	65,000	173,025	238,025
2028	80,000	170,750	250,750
2029	85,000	166,750	251,750
2030	95,000	162,500	257,500
2031	95,000	157,750	252,750
2032	105,000	153,000	258,000
2033	110,000	147,750	257,750
2034	125,000	142,250	267,250
2035	130,000	136,000	266,000
2036	140,000	129,500	269,500
2037	150,000	122,500	272,500
2038	160,000	115,000	275,000
2039	170,000	107,000	277,000
2040	185,000	98,500	283,500
2041	190,000	89,250	279,250
2042	205,000	79,750	284,750
2043	220,000	69,500	289,500
2044	235,000	58,500	293,500
2045	245,000	46,750	291,750
2046	265,000	34,500	299,500
2047	425,000	21,250	446,250
	<u>\$ 3,780,000</u>	<u>\$ 3,279,900</u>	<u>\$ 7,059,900</u>

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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>
2022	\$ 640,000	\$ 2,256,475	\$ 2,896,475
2023	665,000	2,237,275	2,902,275
2024	745,000	2,214,000	2,959,000
2025	770,000	2,187,925	2,957,925
2026	855,000	2,160,975	3,015,975
2027	880,000	2,131,050	3,011,050
2028	975,000	2,100,250	3,075,250
2029	1,025,000	2,051,500	3,076,500
2030	1,140,000	2,000,250	3,140,250
2031	1,195,000	1,943,250	3,138,250
2032	1,315,000	1,883,500	3,198,500
2033	1,380,000	1,817,750	3,197,750
2034	1,515,000	1,748,750	3,263,750
2035	1,590,000	1,673,000	3,263,000
2036	1,735,000	1,593,500	3,328,500
2037	1,825,000	1,506,750	3,331,750
2038	1,980,000	1,415,500	3,395,500
2039	2,080,000	1,316,500	3,396,500
2040	2,255,000	1,212,500	3,467,500
2041	2,360,000	1,099,750	3,459,750
2042	2,550,000	981,750	3,531,750
2043	2,680,000	854,250	3,534,250
2044	2,885,000	720,250	3,605,250
2045	3,025,000	576,000	3,601,000
2046	3,250,000	424,750	3,674,750
2047	5,245,000	262,250	5,507,250
	<u>\$ 46,560,000</u>	<u>\$ 40,369,700</u>	<u>\$ 86,929,700</u>

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

SOUTHLANDS METROPOLITAN DISTRICT # 1
Schedule of Cash Position
June 30, 2022
Updated as of August 3, 2022

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>FirstBank - Checking Account</u>					
Balance as of 06/30/22	\$ 22,454.70	\$ 610,843.06	\$ -	2,865.00	\$ 636,162.76
Subsequent activities:					
07/01/22 - Directors fees	(322.95)	-	-	-	(322.95)
07/06/22 - Vouchers payable	(13,282.41)	(179,299.49)	-	(2,865.00)	(195,446.90)
07/07/22 - Aurora Water, EFT	-	(9,901.82)	-	-	(9,901.82)
07/07/22 - Xcel, EFT	-	(3,241.04)	-	-	(3,241.04)
07/11/22 - PnP Withdrawal - 07/06	(1.00)	-	-	-	(1.00)
07/15/22 - Voided Bill.com payment	-	1,524.38	-	-	1,524.38
07/15/22 - Vouchers payable	-	(1,524.38)	-	-	(1,524.38)
July GOF Deposit	-	205,125.28	-	-	205,125.28
July Debit Card Purchase	-	(5,134.72)	-	-	(5,134.72)
Anticipated Transfer from GF to CPF	(118,970.93)	-	-	118,970.93	-
Anticipated Transfer from CT	150,000.00	-	-	-	150,000.00
Anticipated Vouchers payable	(13,485.87)	(69,920.04)	-	(118,970.93)	(202,376.84)
Anticipated Aurora Water, EFT	-	(22,174.77)	-	-	(22,174.77)
Anticipated Xcel, EFT	-	(3,626.34)	-	-	(3,626.34)
<i>Anticipated Balance</i>	<u>26,391.54</u>	<u>522,670.12</u>	<u>-</u>	<u>-</u>	<u>549,061.66</u>
<u>Colotrust</u>					
Balance as of 06/30/22	1,305,614.18	822,877.39	516.67	-	2,129,008.24
Subsequent activities:					
07/10/22 - Tax distribution	33,614.99	-	232,483.24	-	266,098.23
07/13/22 - Transfer to A-1 Bond Fund	-	-	(214,848.61)	-	(214,848.61)
07/13/22 - Transfer to A-2 Bond Fund	-	-	(18,151.30)	-	(18,151.30)
07/31/22 - Interest Income	1,879.91	1,201.91	-	-	3,081.82
Anticipated Transfer to 1st Bank	(150,000.00)	-	-	-	(150,000.00)
<i>Anticipated Balance</i>	<u>1,191,109.08</u>	<u>824,079.30</u>	<u>-</u>	<u>-</u>	<u>2,015,188.38</u>
<u>UMB - 2017 A-1 Bond Fund</u>					
Balance as of 06/30/22	-	-	1,826,338.81	-	1,826,338.81
Subsequent activities:					
07/13/22 - Transfer from CT	-	-	214,848.61	-	214,848.61
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>2,041,187.42</u>	<u>-</u>	<u>2,041,187.42</u>
<u>UMB - 2017 A-1 Reserve Fund</u>					
Balance as of 06/30/22	-	-	1,688,165.53	-	1,688,165.53
Subsequent activities: None					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,688,165.53</u>	<u>-</u>	<u>1,688,165.53</u>
<u>UMB - 2017 A-2 Bond Fund</u>					
Balance as of 06/30/22	-	-	341,853.47	-	341,853.47
Subsequent activities:					
07/13/22 - Transfer from CT	-	-	18,151.30	-	18,151.30
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>360,004.77</u>	<u>-</u>	<u>360,004.77</u>
<u>UMB - 2017 A-2 Reserve Fund</u>					
Balance as of 06/30/22	-	-	149,797.83	-	149,797.83
Subsequent activities: None					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,797.83</u>	<u>-</u>	<u>149,797.83</u>
<i>Anticipated Balances</i>	<u>\$ 1,217,500.62</u>	<u>\$ 1,346,749.42</u>	<u>\$ 4,239,155.55</u>	<u>\$ -</u>	<u>\$ 6,803,405.59</u>
<u>Current Yield - 07/31/22</u>					
Colotrust - 1.6547%					
UMB (Invested in Fidelity money market) - 0.01%					

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

SOUTHLANDS METROPOLITAN DISTRICT #1
Property Tax Reconciliation Schedule
2022

	Current Year								Prior Year			
	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 16,721.37	\$ -	\$ -	\$ -	\$ 16,721.37	0.00%	0.00%	\$ 21,527.98	0.02%	0.02%
February	1,213,296.93	-	19,240.87	-	(18,199.45)	-	1,214,338.35	35.88%	35.88%	291,082.63	8.51%	8.54%
March	150,134.00	-	19,075.51	(142.91)	(2,249.87)	-	166,816.73	4.44%	40.32%	1,201,116.53	36.42%	44.95%
April	697,123.49	-	29,593.79	9.69	(10,456.99)	-	716,269.98	20.62%	60.94%	393,640.78	11.59%	56.54%
May	1,002,278.88	-	15,741.28	-	(15,231.93)	-	1,002,788.23	29.64%	90.58%	882,800.50	26.75%	83.29%
June	253,580.86	-	16,893.13	(580.76)	(3,795.00)	-	266,098.23	7.50%	98.08%	519,683.51	15.46%	98.75%
July	-	-	-	-	-	-	-	0.00%	98.08%	21,871.57	0.05%	98.80%
August	-	-	-	-	-	-	-	0.00%	98.08%	39,830.50	0.64%	99.44%
September	-	-	-	-	-	-	-	0.00%	98.08%	22,882.71	0.07%	99.51%
October	-	-	-	-	-	-	-	0.00%	98.08%	18,758.58	0.02%	99.53%
November	-	-	-	-	-	-	-	0.00%	98.08%	19,220.97	0.02%	99.55%
December	-	-	-	-	-	-	-	0.00%	98.08%	19,161.66	0.02%	99.57%
	\$ 3,316,414.16	\$ -	\$ 117,265.95	\$ (713.98)	\$ (49,933.24)	\$ -	\$ 3,383,032.89	98.08%	98.08%	\$ 3,451,577.92	99.57%	99.57%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
Property Tax				
General Fund	\$ 507,927	15.48%	\$ 497,893.61	98.02%
Debt Service (2017 A-1)	2,500,561	76.19%	2,451,165.92	98.02%
Debt Service (2017 A-2)	273,499	8.33%	268,096.41	98.02%
Debt Only (2017 A-1)	99,258	100.00%	99,258.22	100.00%
	<u>\$ 3,381,245</u>		<u>\$ 3,316,414.16</u>	<u>98.08%</u>
Specific Ownership Tax				
General Fund	\$ 35,555	15.48%	\$ 17,674.51	49.70%
Debt Service (2017 A-1)	175,039	76.19%	87,012.98	49.70%
Debt Service (2017 A-2)	19,145	8.33%	9,517.05	49.70%
Debt Only (2017 A-1)	6,948	100.00%	3,061.41	44.10%
	<u>\$ 236,687</u>		<u>\$ 117,265.95</u>	<u>49.54%</u>
Treasurer's Fees				
General Fund	\$ (7,619)	15.48%	\$ (7,497.33)	98.40%
Debt Service (2017 A-1)	(37,508)	76.19%	(36,909.93)	98.40%
Debt Service (2017 A-2)	(4,102)	8.33%	(4,037.03)	98.40%
Debt Only (2017 A-1)	(1,490)	100.00%	(1,488.95)	99.90%
	<u>\$ (50,719)</u>		<u>\$ (49,933.24)</u>	<u>98.45%</u>

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Billing Name	Sq. ft Percentage of Total	2022 Budgeted Monthly Billing	January	February	March	April	May	June	July	August	September	October	November	December
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	355,168	5.01%	\$ 8,786.27	8,786.27	8,786.27	8,786.27	8,786.27	8,786.27						
T-Mobile/ Cleaners/ AKAL Realty	54,060	0.76%	\$ 1,337.36	1,337.36	1,337.36	1,337.36	1,337.36	1,337.36						
Centura Health	67,445	1.23%	\$ 2,163.25	2,163.25	2,163.25	2,163.25	2,163.25	2,163.25						
Centura Health (Lot 4 - new)	44,612	0.63%	\$ 1,103.63	1,103.63	1,103.63	1,103.63	1,103.63	1,103.63						
Centura Health (Lot 5 - new)	39,868	0.56%	\$ 986.27	986.27	986.27	986.27	986.27	986.27						
Chili's	89,142	1.26%	\$ 2,205.23	2,205.23	2,205.23	2,205.23	2,205.23	2,205.23						
Discount Tire	38,465	0.54%	\$ 951.56	951.56	951.56	951.56	951.56	951.56	0.06					
Fitzsimons Credit Union	46,533	0.66%	\$ 1,151.15	1,151.15	1,151.15	1,151.15	1,151.15	1,151.15						
GMRI - Olive Garden/Darden	79,836	1.13%	\$ 1,975.01	1,975.01	1,975.01	1,975.01	1,975.01	1,975.01	1,975.01	1,975.01	1,975.01	714.96		
GMRI - Red Lobster/Darden	77,186	1.09%	\$ 1,909.45	1,909.45	1,909.45	1,909.45	1,909.45	1,909.45						
Good Times	54,758	0.77%	\$ 1,354.62	1,354.62	1,354.62	1,354.62	1,354.62	1,354.62						
HV-1	70,453	0.99%	\$ 1,742.89	1,742.89	1,742.89	1,742.89	1,742.89	1,742.89						
JC Penney	431,671	6.09%	\$ 10,678.83	10,678.83	10,678.83	10,678.83	10,678.83	10,678.83	10,678.83					
Fresh Fund	66,453	0.97%	\$ 1,693.41	1,693.41	1,693.41	1,693.41	1,693.41	1,693.41						
Lazy Dog	24,096	0.34%	\$ 596.10	596.10	596.10	596.10	596.10	596.10						
Office Depot/ LEJ Properties	71,045	1.00%	\$ 1,757.54	1,757.54	1,757.54	1,757.54	1,757.54	1,757.54						
Jewelers/GNC/ Sprint/ LF-9	43,457	0.61%	\$ 1,075.05	1,075.05	1,075.05	1,075.05	1,075.05	1,075.05						
Mister Hot Shine	68,266	0.96%	\$ 1,688.79	1,688.79	1,688.79	1,688.79	1,688.79	1,688.79						
Mountain Del. LLC/ Colorado Del. LLC	58,738	0.83%	\$ 1,453.08	1,453.08	1,453.08	1,453.08	1,453.08	1,453.08						
NWSL Power Center. LLC/Southlands PC	1,358,624	19.18%	\$ 33,610.11	33,610.11	33,610.11	33,610.11	33,610.11	33,610.11	33,610.11					
NWSL Town Center. LLC / Southlands TC	1,593,198	22.49%	\$ 39,413.09	39,413.09	39,413.09	39,413.09	39,413.09	39,413.09	39,413.09					
On The Border	85,900	1.21%	\$ 2,125.02	2,125.02	2,125.02	2,125.02	2,125.02	2,125.02						
Dental/Five Guys/ Pacific Aurora LLC	71,800	1.01%	\$ 1,776.21	1,776.21	1,776.21	1,776.21	1,776.21	1,776.21						
PF Changs	76,567	1.08%	\$ 1,894.14	1,894.14	1,894.14	1,894.14	1,894.14	1,894.14						
Marriott/Safari	142,112	2.01%	\$ 3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62						
Service Street Auto Repair/Spaco of CO	40,498	0.57%	\$ 1,001.85	1,001.85	1,001.85	1,001.85	1,001.85	1,001.85						
Village Inn	60,205	0.85%	\$ 1,489.37	1,489.37	1,489.37	1,489.37	1,489.37	1,489.37						
Vision Works/SLC	47,629	0.67%	\$ 1,178.26	1,178.26	1,178.26	1,178.26	1,178.26	1,178.26						
Wal-Mart	1,128,974	15.94%	\$ 27,928.96	27,928.96	27,928.96	27,928.96	27,928.96	27,928.96						
Wal-Mart/Sams Club	566,597	8.00%	\$ 14,016.67	14,016.67	14,016.67	14,016.67	14,016.67	14,016.67	735.51					
Wells Fargo	56,923	0.80%	\$ 1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18						
Wong 444, Inc./KFC/Haman	51,864	0.73%	\$ 1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	67.64					
Monthly	7,084,143	100%	\$ 175,250.00	\$ 175,250.00	\$ 175,250.00	\$ 175,250.00	\$ 164,968.64	\$ 132,296.99	\$ 105,495.62	\$ 1,975.01	\$ 1,975.01	\$ 714.96	\$ -	\$ -
Year-to-Date			\$ 175,250.00	\$ 350,500.00	\$ 525,750.00	\$ 690,718.64	\$ 823,015.63	\$ 928,511.25	\$ 930,486.32	\$ 932,461.33	\$ 933,176.29	\$ 933,176.29	\$ 933,176.29	\$ 933,176.29

AR - 111050	Unearned Revenue - 113141
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	8,786.27
T-Mobile/ Cleaners/ AKAL Realty	1,337.36
Fitzsimons Credit Union	1,151.15
GMRI - Red Lobster/Darden	110.15
HV-1	3,485.78
Fresh Fund	858.30
Lazy Dog	158.22
Jewelers/GNC/ Sprint/ LF-9	1,075.05
Mountain Del. LLC/ Colorado Del. LLC	1,362.45
On The Border	2,125.02
PF Changs	1,862.79
Marriott/Safari	3,515.62
Service Street Auto Repair/Spaco of CO	1,001.85
Village Inn	1,489.37
Wal-Mart	66,139.28
Wal-Mart/Sams Club	27,297.83
Wells Fargo	16.87
Wong 444, Inc./KFC/Haman	1,215.39
	\$ 122,988.75
Rounding	-
GOF Revenue	\$ 1,051,500.00
Penalties	
Office Depot/ LEJ Properties	15.62
Wal-Mart	6,410.65
Wal-Mart/Sams Club	3,034.04
Chili's	94.70
Mountain Del. LLC/ Colorado Del. LLC	38.16
HV-1	41.14
Total	\$ 9,634.31

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.



June 22, 2022

WORK ORDER #85497

PROPOSAL FOR

NICK MONCADA
SPECIAL DISTRICT MANAGEMENT SERVICES
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
E. COMMONS AVE. & S. AURORA PARKWAY
AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Tree Replacement at Town Square

Remove 3 dead trees in Southlands Town Square and plant

3 new:

2- 3" Autumn Blaze Maple

1-2.5" Rain Tree

Sale	\$3,904.99
Sales Tax	\$0.00
Total	\$3,904.99

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Tree Removal and Planting	\$0.00	\$3,904.99
	\$0.00	\$3,904.99

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Patrick Atkinson

Date 6/22/2022

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

**SOUTHLANDS
METROPOLITAN DISTRICT
NO. 1**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.



August 12, 2022

WORK ORDER #88027

PROPOSAL FOR

MARTIN LILES
M&J WILKOW
SOUTHLANDS TOWN CENTER
6305 S MAIN ST
AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Main Street plant Replacements

Main Street plant replacements:

West side Plants

East Side Plants

Let me know if you want a list of plants by the side.

Sale	\$8,764.93
Sales Tax	\$511.80
Total	\$9,276.73

**SOUTHLANDS TOWN CENTER
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
West Side Plant Replacements	\$246.51	\$4,499.38

East Side Plants Replacements	\$265.29	\$4,777.35
	\$511.80	\$9,276.73

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Patrick Atkinson

By _____

Date 8/12/2022

Date _____

**Keesen Landscape Management,
Inc.**

M&J WILKOW

as Agent for

SOUTHLANDS TOWN
CENTER

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.



1801 W. 64th Ln
Denver, CO. 80221
8/2/2022 - Revised

Attn: Martin Liles
Project: Southlands Mall

Scope of Work: Identify, and replace dead bushes and shrubbery along Main Street at Southlands Mall. Job to be performed is removing and trashing dead shrubs and replanting with the shrub of the same species.

Pricing Proposal:

Currant Alpine: 9 shrubs	\$29.75/ea
Private Lodense: 24 shrubs	\$31.75/ea
Maynight Salvia: 25 shrubs	\$13/75/ea
Bailey Dog Wood: 12 shrubs	\$29.75/ea
Labor Hours: 16 man hours	\$45/hr

Total Cost: \$2617.75

ACCEPTED: Longhill Contracting is authorized to proceed with this work at the price quoted above.

Authorized Signature: _____ **Date:** _____

Full Spectrum Lighting, Inc.

1630 W 54th Pl.
303-204-0949

Estimate

Date	Estimate #
8/10/2022	1412

Name / Address
Southlands Metro Dist. #1 141 Union Boulevard Suite 150 Lakewood, Co. 80228-1898 Special District Mgt. Services

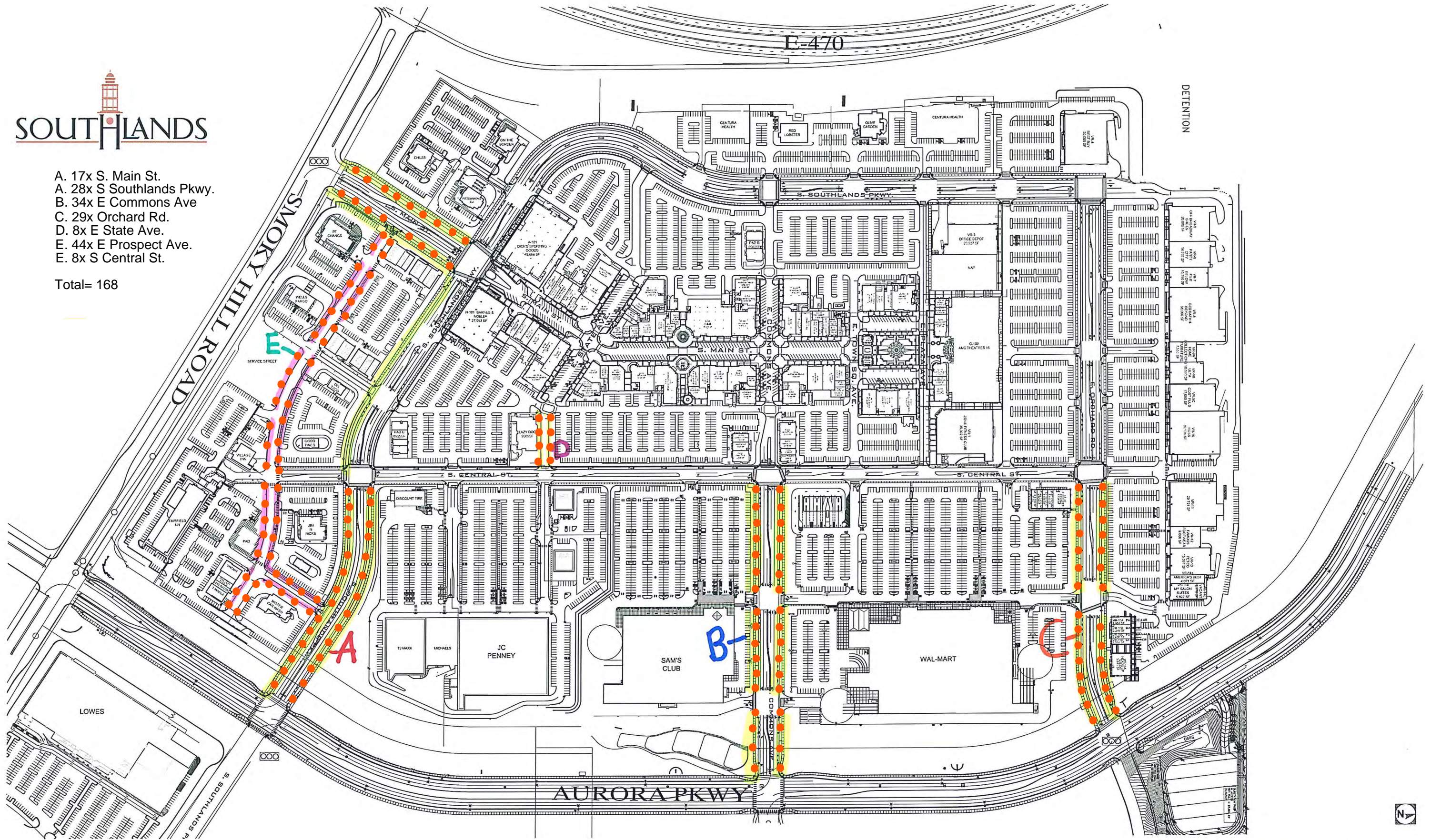
			Project
Description	Qty	Cost	Total
Electrical Retrofit 169 pole lights to LED. Keep circuit at 480V, replacing with new transformer to retrofit fixture to 277V LED bulb.	253	80.00	20,240.00
Materials -HID-27E26-840-BYP-PT-RAB -KTAT-70-480-277 -E27 2 Hole Mount 6" Leads-LH0422 -Aluminum mounting bracket	169	250.00	42,250.00
<p>Note: This does not include new tear drop globes. If we need to replace wiring there will be additional cost at time and material.</p>			
		Total	\$62,490.00

Customer Signature _____



- A. 17x S. Main St.
- A. 28x S Southlands Pkwy.
- B. 34x E Commons Ave
- C. 29x Orchard Rd.
- D. 8x E State Ave.
- E. 44x E Prospect Ave.
- E. 8x S Central St.

Total= 168



Led Conversion

M&J WILKOW



This information has been obtained from sources believed to be reliable. We have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.



ROCKY MOUNTAIN PARKING LOT SERVICES, INC.

10890 E. 47th Ave.
Denver CO 80239

www.parkinglotservices.com

Office: (303) 576-9050
Fax: (303) 576-9051
Toll Free: (888) 827-9820

mail@parkinglotservices.com

STRIPING BID

Company Name: **M&J Wilkow / Augustina Edwards**
& Contact

BID# 22-48

E-Mail Address: aedwards@wilkow.com

Phone: 720-544-1787

Job Name & Address **Southlands – Metro Dist / 6155 Main St**

Billing Address:

PO (if required):

1. Striping completed by LineLazer Airless Line Stripers with glass bead application available.
2. Traffic spec paint will be used.
3. Stencils are lined, centered and double coated.
4. Paint will not adhere permanently to crack fill
5. Services will be performed during time of least traffic interference.
6. Bid is based on all vehicles being removed from the parking lot. Notices to tenants and a tow truck are recommended.
7. Sprinkler systems needs to be turned off one day before and day of striping.
8. All services are weather permitting.
9. Proof of Colorado Workman's Compensation insurance and \$2,000,000.00 Liability insurance available upon request.
10. We accept Visa and Mastercard.
11. Prevailing Wages are not included, an additional 25% will be added to final cost if needed.

Restripe All Lines

30 – White Handicaps

5- 8' ONLY stencils

24 – 12" LANE stencils

Repaint X -Walk Bars

2 – 20" ONE WAY stencils

24 – Bike Stencils

154 – Arrows

TOTAL- \$13,900.00

**** There will be a trip charge of \$200.00 for returns due to vehicles in lot or obstructions to job completion on scheduled date. Ground to air temperature should be 50/50 for best results and lasting adherence. **We cannot guarantee paint adherence between October 15st and April 15st.** ****

Terms: Net 30 – 2% Service Charge on past due amounts.

ESTIMATED BY: **Pat Taylor**

DATE: **4-25-22**

ACCEPTED BY: _____ DATE: _____



12365 Dumont Way
 Littleton, CO 80125
 (p) 303.791.8300 (f) 303.791.6616

To: Metro District	Contact: Skye Bailey
Address: 6155 S Main St Suite 260 Aurora, CO 80016	Phone: (303) 627-5001
Project Name: Metro Striping	Fax:
Project Location: 6155 S Main St, Aurora, CO	Bid Number: CO004614
	Bid Date: 8/4/2022

Item Description	Total Price
------------------	-------------

Pavement Markings	\$23,426.67
--------------------------	-------------

- Double Center Line- 5,676 LF
- Per Ft. 4- 18,061 LF
- Stop Bar- 78 New
- 2x5-8 Cross Walk- 91
- 90- Arrow- 125
- 8 Foot Letter [only]- 5
- 18 Ft Stalls- 289
- Handicap-Blue Background- 30
- Hashmark Small- 10
- Hashmark Large- 5
- Bike Guy- 23
- 42'-Arrow- 23
- Triangle Bike Lane - 23
- 12' Stencil- 23

*Estimate Is For Work To Performed Over 5 Phases. Additional MOB's Required Due To Vehicles Or Equipment Parked In Scheduled Work Area Subject To Additional MOB Fee (per MOB)

Total Bid Price: \$23,426.67

Notes:

- **IMPORTANT NOTICE:**
Estimated material costs are included in total price. In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.
- Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)
 - This bid excludes Subgrade prep.
 - Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines, irrigation lines, sensor loops or any other underground obstruction not buried to a depth less than 18" below the existing finished grade
 - There will be an extra charge based on time and material for the removal and replacement of dirt or soil if soft or frozen is found unless otherwise noted.
 - Additional cost will apply if winter protection for concrete is required. Proposal excludes any landscaping repair, backfill or repair to un-marked irrigation lines and sprinkler heads.
 - No permits, fees, bonds, prevailing wages, compaction tests, staking, layout, ADA compliance, new parking blocks, testing, utility adjustments, concrete, water/meter, weed kill, signs of any kind or offsite barricades in price unless noted in contract.
 - Sunland Asphalt warrants all labor and materials for a period of 12 months upon completion of project.
 - Sunland Asphalt is not responsible for defects in the finished pavement resulting from deficiencies in grade or base. Such deficiencies may include, but are not limited to, cracking, segregation, low areas, high areas or settling.
 - Any pre-existing ADA compliance issues are excluded from the contract unless specifically stated in the proposal. Proposal excludes any concrete or asphalt testing. Sunland Asphalt can not guarantee drainage less than 2%.

• **Sunland Asphalt Terms and Conditions:**

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Sunland Asphalt & Construction Inc.</p> <p>Authorized Signature: _____</p> <p>Project Consultant: Eric Andre 720-614-1444 eandre@sunlandasphalt.com</p>
---	---

• **Sunland Asphalt Terms and Conditions:**

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

• 1. **PAYMENT**

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

• 2. **INTEREST AND EXPENSES**

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

• 3. **ATTORNEYS' FEES**

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

• 4. **CONTINUED PERFORMANCE**

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

• 5. **BACK CHARGES**

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

• 6. **WORK AREAS**

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

• 7. **TIME FOR PERFORMANCE**

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

• 8. **WORKMANSHIP**

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

• 9. **WORK HOURS**

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

• 10. **NOTICE**

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

• 11. **LIEN RIGHTS**

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

• 12. **LABOR**

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

• 13. **LIQUIDATED DAMAGES**

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

• 14. **SCHEDULE**

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

• 15. **INSURANCE RESTRICTION**

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

- 16. INDEMNITY, HOLD HARMLESS RESTRICTION
Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.
- 17. RIGHT TO RELY
Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.
- 18. HAZARDOUS WASTE
Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.
- 19. DISPUTE RESOLUTION
Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

From: Martin Liles <mliles@wilkow.com>
Sent: Friday, July 29, 2022 11:16 AM
To: Ann Finn <afinn@sdmsi.com>
Subject: Security Budget

Ann –

I've been analyzing our security expenses for Southlands over the past few months. Security is our largest line item expense to the property and continues to increase do to demanding wages in the market. Attached is the projected costs for security that are allocated to Southlands TC LLC. I would like to present to the Metro District the below expenses be shared as the listed items benefit both the Metro District and Southlands TC LLC.

The additional fees for the Metro District would consist of a 50/50 split on the following items:

Non-Labor Items monthly Costs at 50% consist of the following;

- Office Rent: \$2,779.17
 - HeliAUS Devices: \$225
 - Healthcare: \$175
 - Patrol Vehicle: \$650
- \$3,829/month**

As you aware, Allied is stationed on property and rents one of our spaces. Southlands TC LLC pays for all utilities, office materials and incidentals for the premises and will continue to do so.

I've also attached the Southlands TC LLC projected cost sheet for review.

I would like to present the modifications in our next board meeting and for the shared fees to be implemented August 1st.

Thanks

Martin Liles
Regional Vice President &
General Manager of Southlands
M&JWILKOW
6155 S Main Street
Suite 260
Aurora, CO 80016
Tel: 303-627-5405
Cell: 303-720-1844
MLiles@wilkow.com
www.wilkow.com

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Annual Cost Projection Worksheet

CLIENT COMPANY:	M&J Wilkow
PROPERTY NAME:	Southlands
DATE PREPARED:	7/26/2022

EFFECTIVE DATE: 1/1/2023

SECTION 1: CONTRACT HOURS							
POSITION	WEEKLY HOURS	WAGE RATE	BILL RATE	OT/HOLIDAY WAGE RATE	OT/HOLIDAY BILL RATE	WEEKLY BILLING	ANNUAL BILLING
Account Manager	40	\$ 35.75	\$ 50.05	\$ 53.63	\$ 75.08	\$ 2,002.00	\$ 104,104.00
Shift Supervisor	80	\$ 21.00	\$ 29.40	\$ 31.50	\$ 44.10	\$ 2,352.00	\$ 122,304.00
Security Professional (Graveyard)	40	\$ 21.00	\$ 29.40	\$ 31.50	\$ 44.10	\$ 1,176.00	\$ 61,152.00
Security Professional	186	\$ 20.00	\$ 28.00	\$ 30.00	\$ 42.00	\$ 5,208.00	\$ 270,816.00
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	346					\$ 10,738.00	\$ 558,376.00

SECTION 2: TECHNOLOGY						
ITEMS	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES	
INCIDENT REPORTING/MANAGEMENT SYSTEM	1	\$ -	\$ -	\$ -	INCLUDED (CyCop)	
LEARNING MANAGEMENT SYSTEM FOR TRAINING	1	\$ -	\$ -	\$ -	INCLUDED (Online Web-Based LMS)	
WORKFORCE MANAGEMENT SYSTEMS	1	\$ -	\$ -	\$ -	Included (WinTeam)	
LAPTOP/DESKTOP COMPUTER	1	\$ -	\$ -	\$ -	INCLUDED (1 Laptop)	
RADIOS WITH CHARGERS	0	\$ -	\$ -	\$ -	N/A	
TABLET WITH WIRELESS CONNECTIVITY	0	\$ -	\$ -	\$ -	N/A	
SMART PHONE WITH HELIAUS	3	\$ 150.00	\$ 450.00	\$ 5,400.00	Billed as Incurred	
SMART PHONE	1	\$ 95.00	\$ 95.00	\$ 1,140.00	Billed as Incurred	
TOTALS:	8		\$ 545.00	\$ 6,540.00		

SECTION 3: HEALTHCARE					
HEALTHCARE COVERAGE	PROJECTED # OF ENROLLEES	PREMIUM PER ENROLLEE	MONTHLY BILLING	ANNUAL BILLING	NOTES
Hourly Staff	0	\$ 175.00	\$ -	\$ -	Billed as Incurred
Salaried Management Staff	1	\$ 450.00	\$ 450.00	\$ 5,400.00	Billed as Incurred
TOTALS:	0		\$ 450.00	\$ 5,400.00	Estimates based on anticipated participation

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

SECTION 5: VEHICLES					
VEHICLE TYPE	QUANTITY	UNIT COST	MONTHLY BILLING	ANNUAL BILLING	NOTES
PATROL VEHICLE	1	\$ 1,300.00	\$ 1,300.00	\$ 15,600.00	Fuel Billed As Incurred
GOLF CART	0	\$ -	\$ -	\$ -	N/A
BICYCLE	0	\$ -	\$ -	\$ -	N/A
TOTALS:	1	\$ 1,300.00	\$ 1,300.00	\$ 15,600.00	

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

SECTION 7: UNIFORMS, EQUIPMENT AND OTHER				
ITEM	MONTHLY BILLING	ANNUAL BILLING	NOTES	
OFFICE RENT	\$ 5,558.33	\$ 66,699.96	INCLUDED AT NO COST TO EMPLOYEE	
BASIC OFFICE SUPPLIES	\$ -	\$ -	INCLUDED	
DRUG TESTING/PRE-EMPLOYMENT SCREENING	\$ -	\$ -	INCLUDED	
PEPPER SPRAY/HANDCUFFS/BATONS	\$ -	\$ -	N/A	
TOTALS:	\$ 5,558.33	\$ 66,699.96		

TOTAL PROJECTED COST:	WEEKLY	MONTHLY	ANNUAL
	\$ 12,550.31	\$ 54,384.66	\$ 652,615.96

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

DIVERSIFIED UNDERGROUND INC.

August 1, 2022

2nd Notice of Rate Increase

Dear Valued Customer,

In the past few years, Diversified Underground has seen ever-increasing costs for supplies, fuel, etc. that has affected the cost of providing service to our customers.

Diversified Underground has always operated under the idea that we will provide top quality level service at a very competitive price. In staying true to that, we have not increased the cost of our service even though the cost of supplies & labor has dramatically changed over the last few years.

As we continue to improve our service, operations, and support to our customers, we must also manage the industry wide cost increases on raw material, labor, insurance, and fuel.

Starting August 1st, 2022, we will be increasing our rates by 20% to cover our costs of service.

We understand that a price increase is not convenient, and we want to thank you for understanding that it is necessary for us to maintain the services we provide. We continue to invest in our company, employees, and resources to make every effort to be your preferred vendor.

We greatly appreciate your loyalty and look forward to many more years serving you.

If you have any questions or concerns, please don't hesitate to contact us.

Best Regards,



Mark Allen

General Manager



2300 Cavanaugh Road
Watkins CO, 80137

PHONE: (303) 636-9999
FAX: (303) 671-8728
WEB SITE: <http://www.diversifiedunderground.com>

Parcel Description
(PROVIDED BY CLIENT)

PARCELS OF LAND,
LOCATED IN THE SOUTH HALF OF SECTION 19,
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SOUTHLANDS MALL WALLS PROJECT TOPOGRAPHIC EXHIBIT

PARCELS OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 5
SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

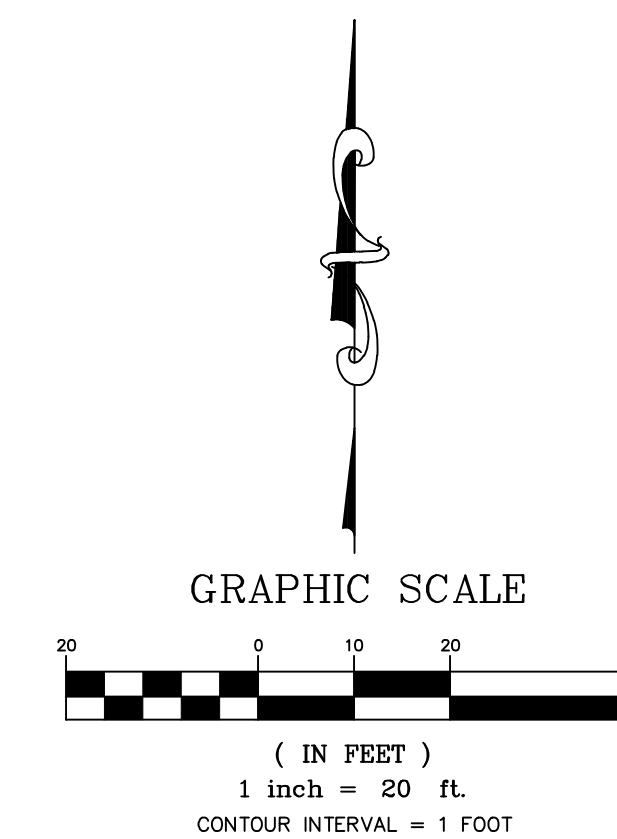
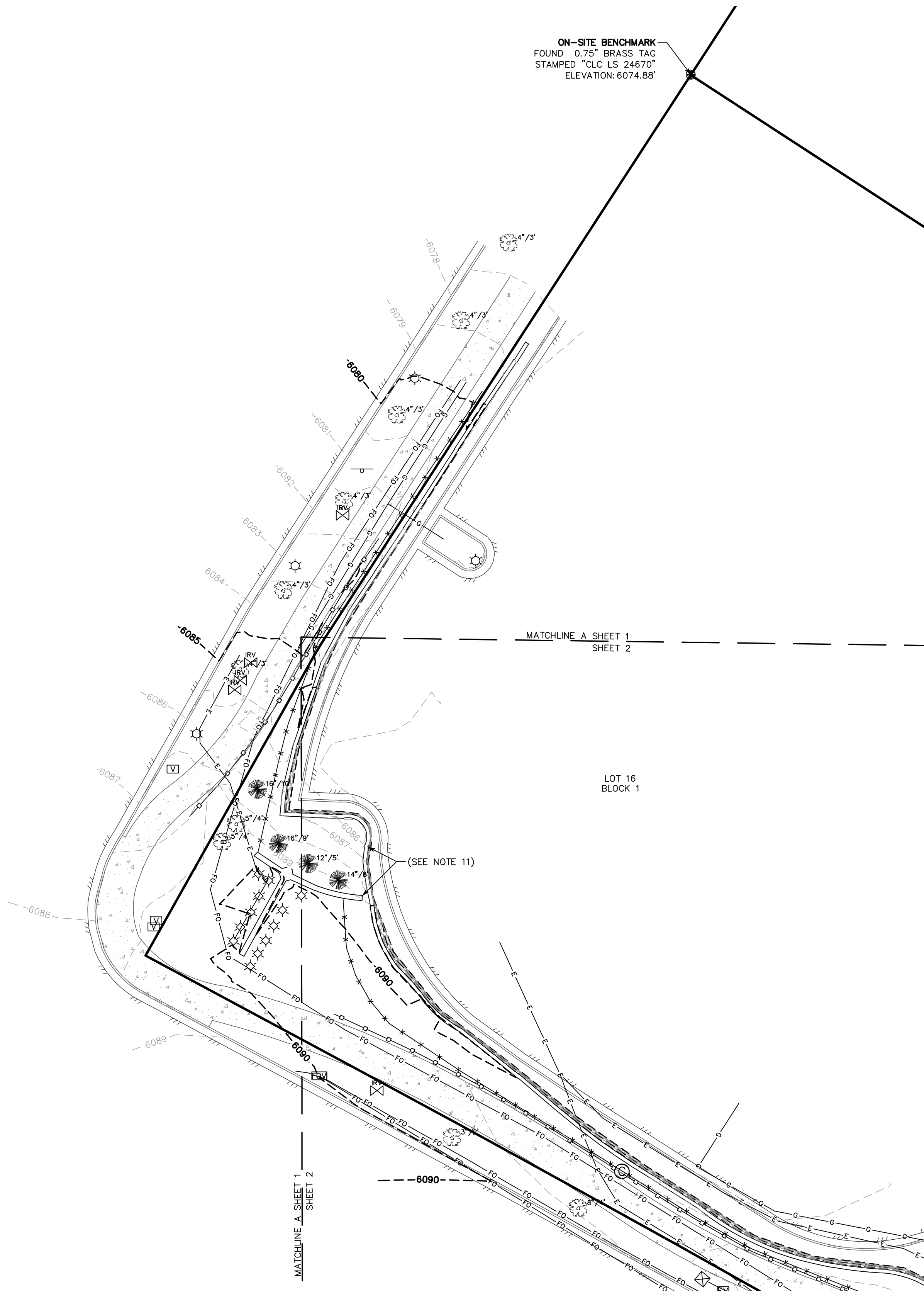
SHEET 1 OF 5

Notes

- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRONS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THIS EXHIBIT DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS; OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS EXHIBIT; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS EXHIBIT WAS PREPARED FOR THE EXCLUSIVE USE OF COLLINS ENGINEERS & SOUTHLANDS METROPOLITAN DISTRICT NO. 1, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- THIS EXHIBIT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS EXHIBIT TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.
- BENCHMARK INFORMATION: SMARTNET NORTH AMERICA CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) NETWORK WAS USED TO ESTABLISH A GPS DERIVED ELEVATION ON AN ON-SITE BENCHMARK AT THE NORTHWEST CORNER OF LOT 16, BLOCK 1, BEING A FOUND 0.75" BRASS TAG STAMPED "CLC LS 24670" WITH AN ELEVATION OF 6074.88 FEET (NAVD 88). CITY OF AURORA POINT 556519SW001, BEING A 3" BRASS CAP STAMPED "COA BM,SLP-125.5, 2005" LOCATED 0.1 MILES NORTHWEST OF THE SITE, WITH A PUBLISHED ELEVATION OF 6067.60 FEET, WAS CHECKED INTO WITH AN AS-MEASURED ELEVATION OF 6067.60 FEET. NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THE ELEVATION OF THE ON-SITE BENCHMARK.
- DATES OF FIELDWORK: 07/06/2022 (CREW CHIEF A. NICHOLSON)
- BOUNDARY DETERMINATION IS NOT A PART OF THIS EXHIBIT. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF A FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES. PARCEL LINES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE DRAWN FROM RECORD INFORMATION AVAILABLE DURING THE PREPARATION OF THIS EXHIBIT. AN IMPROVEMENT SURVEY PLAT IS RECOMMENDED TO DEPICT MORE PRECISELY THE LOCATIONS OF THE IMPROVEMENTS SHOWN HEREON.
- ALL WALLS SHOWN ARE MADE OF CONCRETE BLOCKS AND ARE 1 FOOT WIDE.

Legend

- FOUND MONUMENT AS DESCRIBED
- ⊕ FOUND BRASS TAG AS DESCRIBED
- ▭ CONCRETE
- ▨ EDGE OF ASPHALT
- x—x— FENCE
- o—o— GUARDRAIL
- v— SIGN
- ⊗ BOLLARD
- ⊗ FIRE HYDRANT
- ⊗ WATER VALVE
- ⊗ WATER MANHOLE
- ⊗ DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- ⊗ CONIFEROUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- ⊗ IRRIGATION VALVE
- e— ELECTRIC LINE
- ⊗ TRANSFORMER
- ⊗ ELECTRIC METER
- ⊗ ELECTRICAL PANEL
- ⊗ ELECTRIC VAULT
- ⊗ LIGHT POLE
- ⊗ DECORATIVE LIGHT
- ou— OVERHEAD UTILITY LINE
- ⊗ CABLE TV MANHOLE
- fo— FIBEROPTIC LINE
- ⊗ FIBEROPTIC VAULT
- g— GAS LINE
- ⊗ UNIDENTIFIED VAULT
- ELEV ELEVATION
- INV INVERT
- CCP CONCRETE PIPE



Surveyor's Statement

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., TO COLLINS ENGINEERS & SOUTHLANDS METROPOLITAN DISTRICT NO. 1, THAT THIS TOPOGRAPHIC EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID EXHIBIT AND THE RELATIVE ELEVATIONS SHOWN HEREON ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

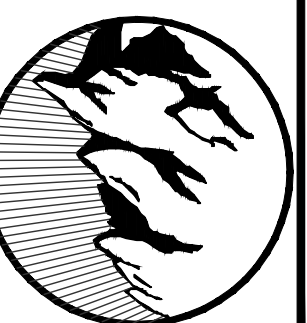
JAMES Z. GOWAN COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

REVISION	DATE
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TOPOGRAPHIC EXHIBIT
PREPARED FOR
COLLINS ENGINEERS & SOUTHLANDS
METROPOLITAN DISTRICT NO. 1
COPYRIGHT 2022 FLATIRONS, INC.

Flatirons, Inc.
Land Surveying Services
www.flatironsinc.com
3825 IRLS AVE. STE. 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830

4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936-6997
FAX: (303) 923-3180



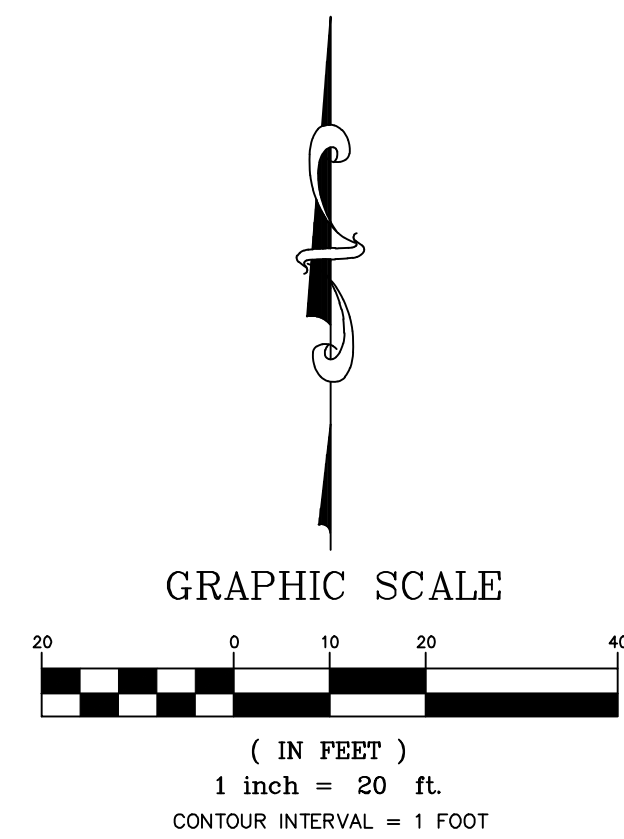
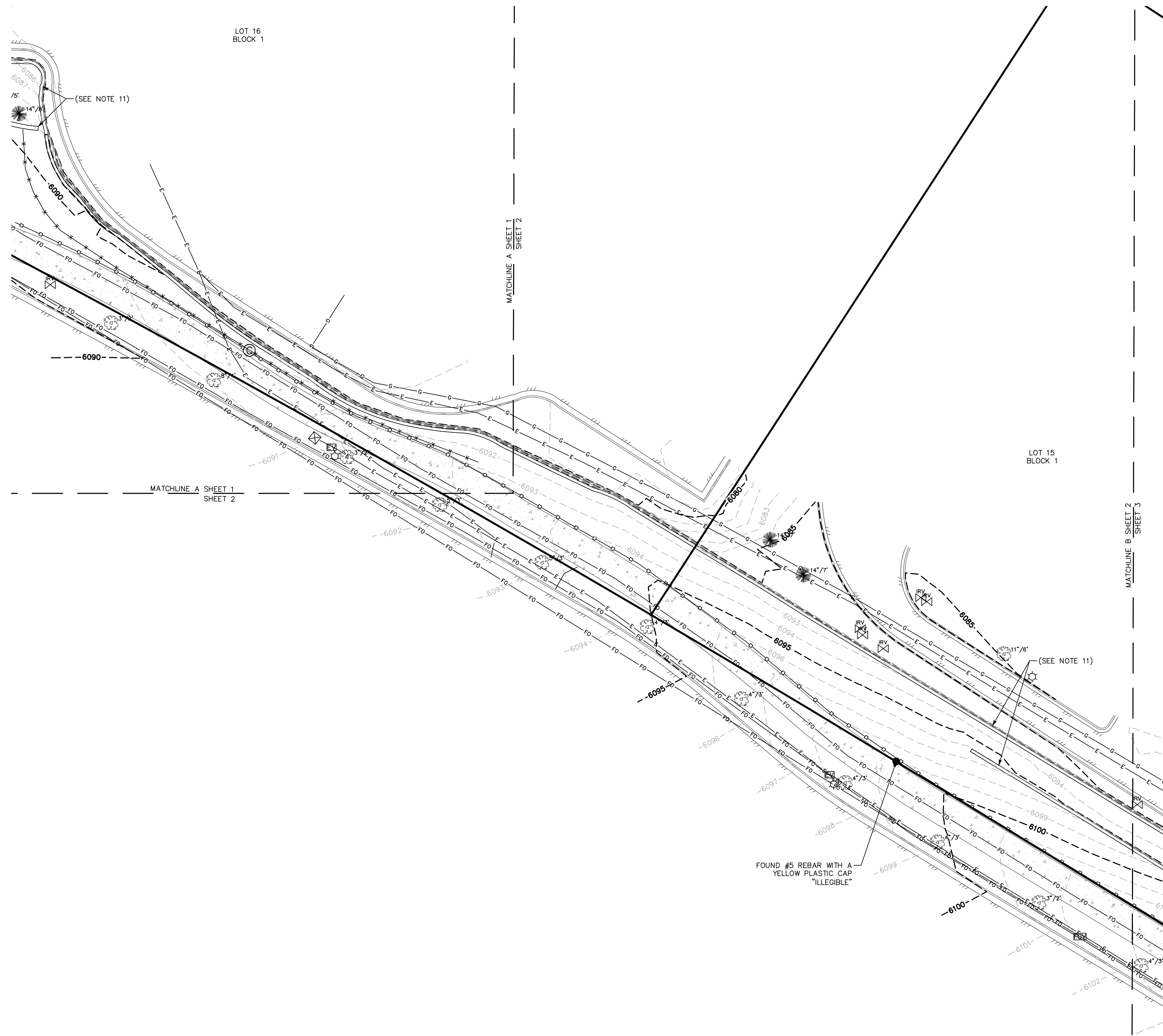
JOB NUMBER:
22-78,476
DATE:
08/01/2022
DRAWN BY:
Z. PEDRICK
CHECKED BY:
WW/JZG/MV

SHEET 1 OF 5

SOUTHLANDS MALL WALLS PROJECT TOPOGRAPHIC EXHIBIT

A PARCEL OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 5
SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 2 OF 5

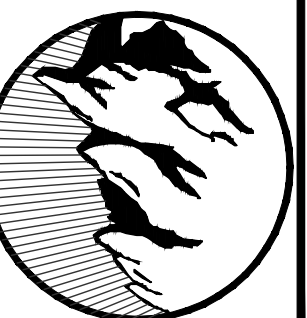


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TOPOGRAPHIC EXHIBIT
PREPARED FOR
COLLINS ENGINEERS & SOUTHLANDS
METROPOLITAN DISTRICT NO. 1
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Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
3825 IRLS AVE. STE. 395 4501 LOGAN ST.
BOULDER, CO 80301 DENVER, CO 80216
PH: (303) 443-7001 PH: (303) 936-6997
FAX: (303) 776-4355 FAX: (303) 443-9830
FAX: (303) 776-4355

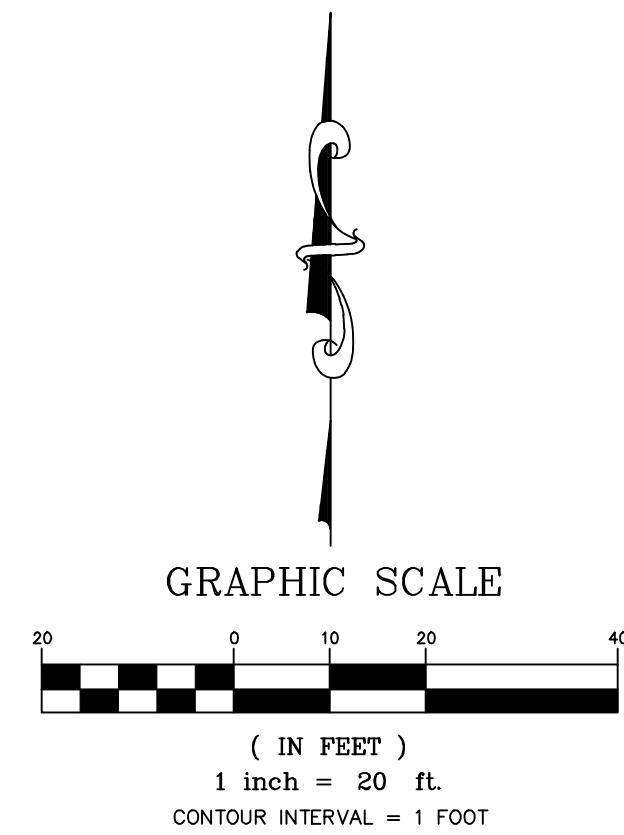
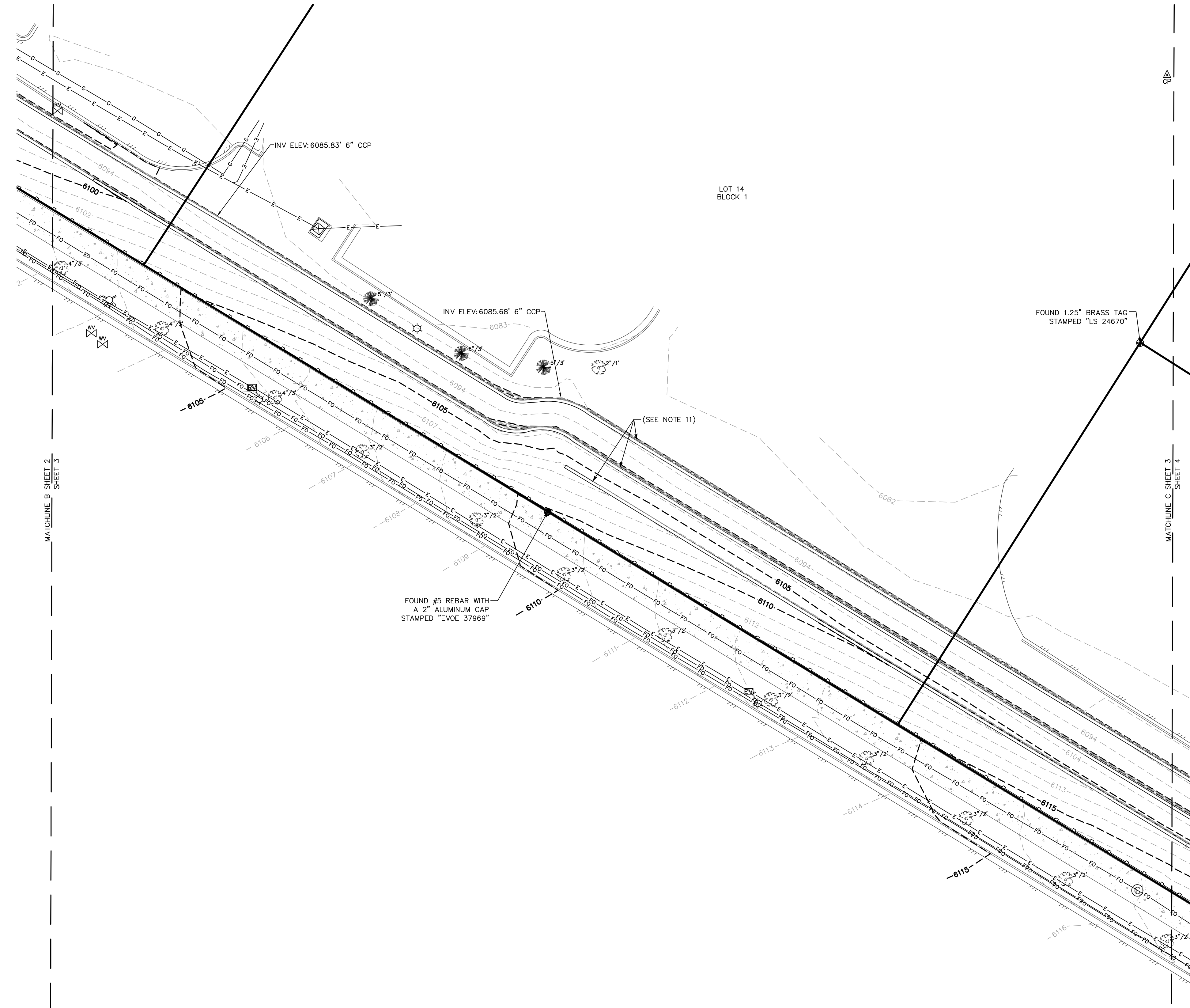


JOB NUMBER:
22-78,476
DATE:
08/01/2022
DRAWN BY:
Z. PEDRICK
CHECKED BY:
WW/JZG/MV

SHEET 2 OF 5

SOUTHLANDS MALL WALLS PROJECT TOPOGRAPHIC EXHIBIT

A PARCEL OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 5
SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 3 OF 5

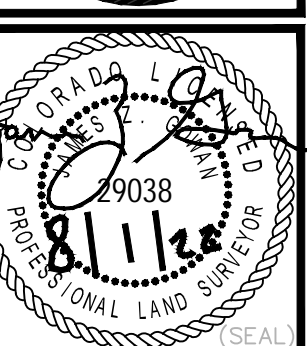
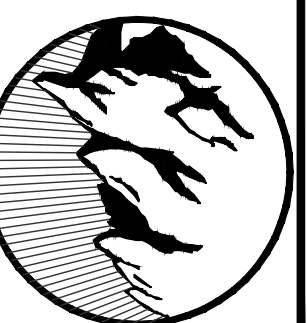


BY:ZPEDRICK FILE:78476-TOPO EXHIBIT.DWG DATE:8/1/2022 7:55 AM

REVISION	DATE
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TOPOGRAPHIC EXHIBIT
PREPARED FOR
COLLINS ENGINEERS & SOUTHLANDS
METROPOLITAN DISTRICT NO. 1
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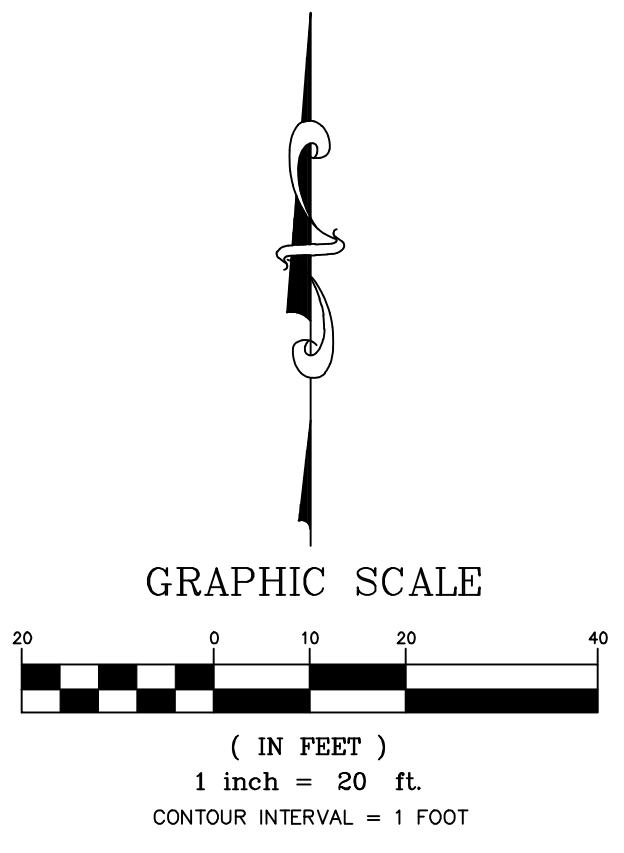
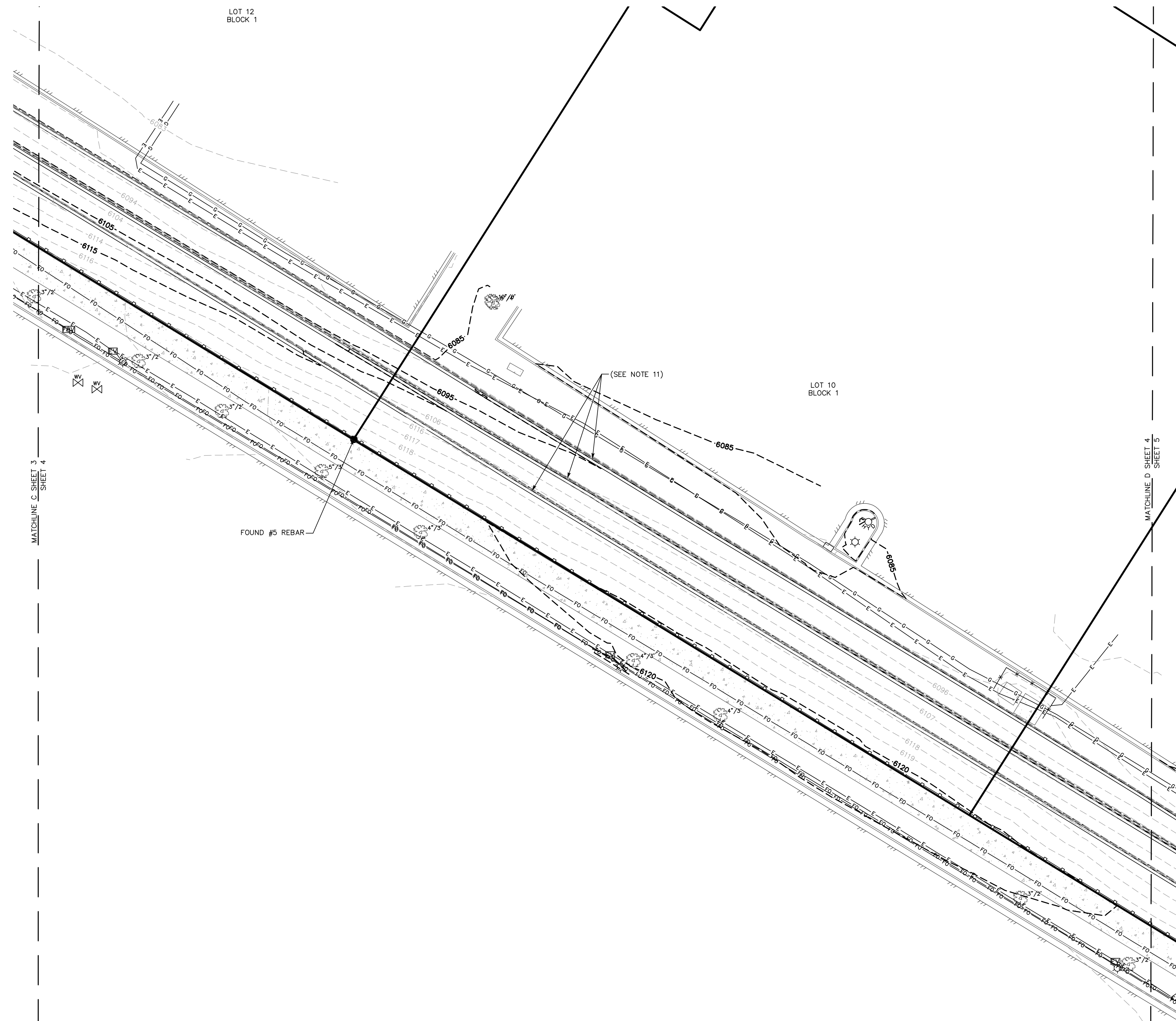
Flatrons, Inc.
Land Surveying Services
www.FlatronsInc.com
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BOULDER, CO 80301 DENVER, CO 80216
PH: (303) 443-7001 PH: (303) 936-6997
FAX: (303) 776-4355 FAX: (303) 443-9830 FAX: (303) 923-3180



JOB NUMBER:
22-78,476
DATE:
08/01/2022
DRAWN BY:
Z. PEDRICK
CHECKED BY:
WW/JZG/MV

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A PARCEL OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 5
SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 4 OF 5

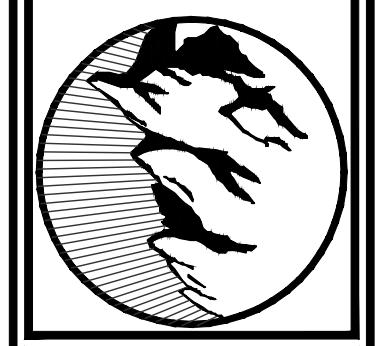


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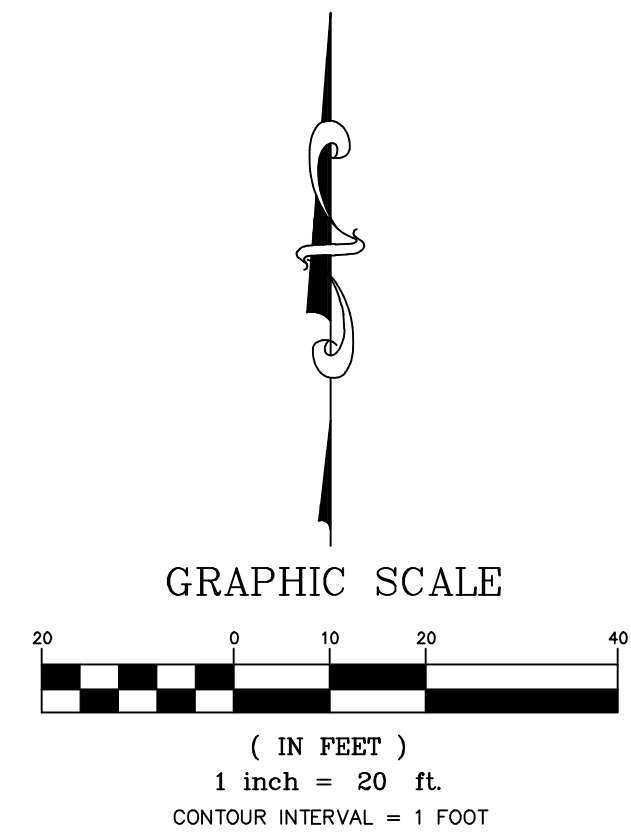
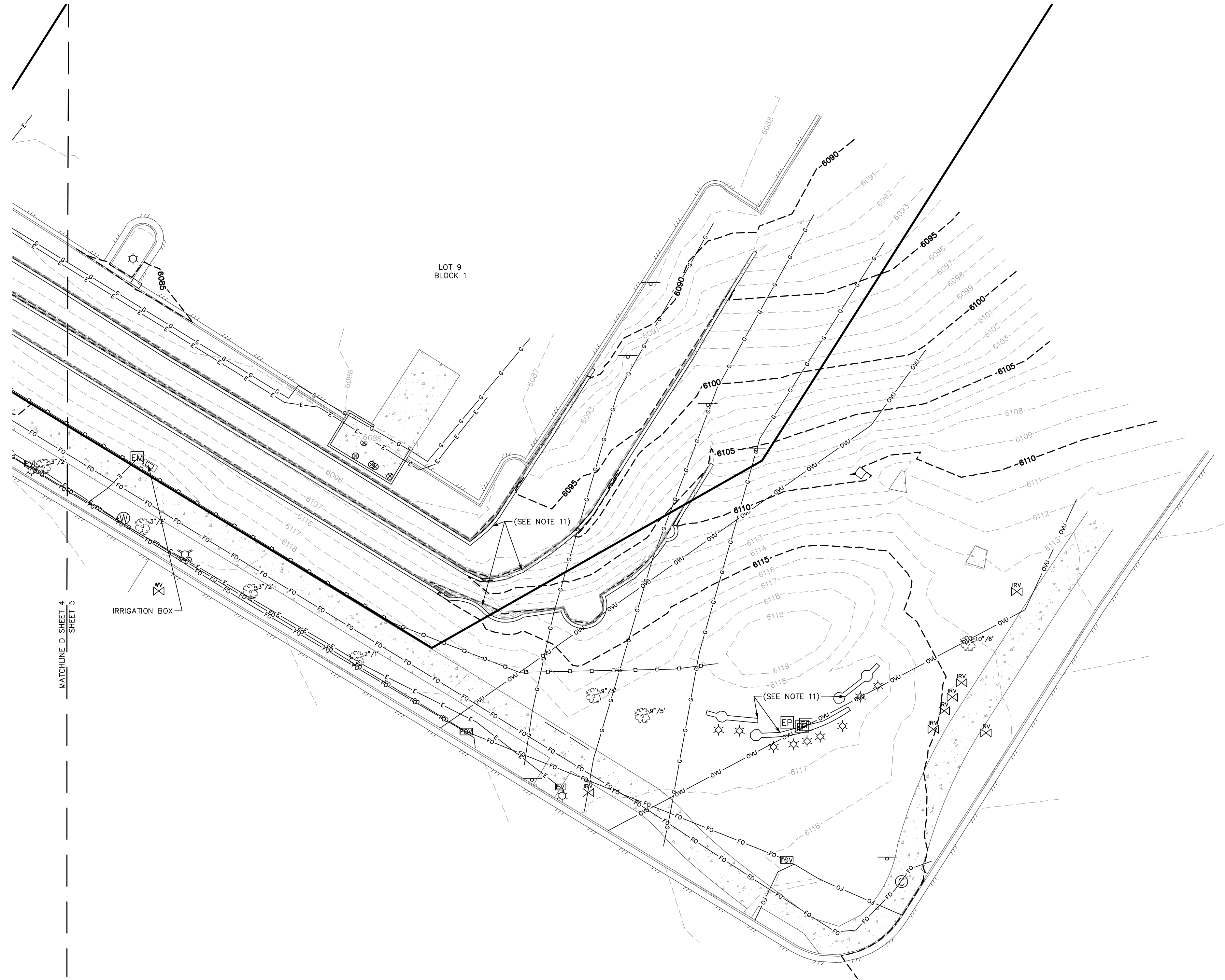
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SOUTHLANDS MALL WALLS PROJECT TOPOGRAPHIC EXHIBIT

A PARCEL OF LAND, LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 5
SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 5 OF 5



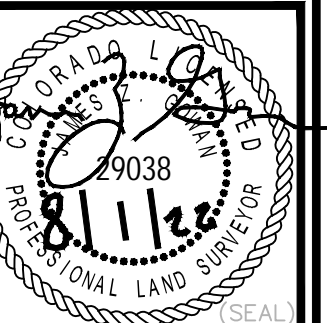
BY:ZPEDRICK FILE:78476-TOPO EXHIBIT.DWG DATE:8/1/2022 7:55 AM

REVISION	DATE

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JOB NUMBER:
22-78,476
DATE:
08/01/2022
DRAWN BY:
Z. PEDRICK
CHECKED BY:
WW/JZG/MV

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Bottom Wall

Inspection Date: 2022-07-07

Owner: Private
 Maintained By: Private
 Main Structure Type: 25 - Soil Nail
 Location: E Smoky Hill b/wn Main & Aurora
 Service Type-Carried: J - Slope - Talus
 Service Type-In Front: U - Other
 Inspection Frequency: 12 months

Year Built: _____
 Region/Section: _____
 Start of Wall MP: 10.656
 Route: 470B
 Features Carried: E. Smoky Hill Rd.
 Features In Front: Commercial
 Wall Risk: _____
 Essential Repair Finding

Inspection Scopes: NBI Element Underwater Other **Inspection Type: 4 - Special**



Elevation looking southeast

OVERALL RATINGS

Main Structure: 7
 Foundation: N
 Channel & Channel Protection: N

Inspection Team

Danny Debes - Team Leader
Jack Summers - Team Member

Agency

Collins Engineers
Collins Engineers

Inspection Resources

Project: Southland Mall- Ret. Wall INSP
 Project Number: _____
 Temperature: 85° F
 Weather Conditions: Sunny

Crew Hours 1.0
 Flagger Hours 0.0
 Helper Hours 0.0
 Snooper Hours 0.0
 Special Crew Hours 0.0
 Special Equipment Hours 0.0

Access Issues:

Rail Road MOHT Animals 3rd Party Fencing Other: _____

Wall Inspection Report

Structure ID#: Southlands Mall - Bottom Wall

Inspection Date: 2022-07-07

1 State Name	088 - Colorado	50A Curb or Sidewalk, Carried(L)	100'
2E/M Region/Maint Section		50B Curb or Sidewalk, Carried(R)	100'
3 County Code	005 - Arapahoe	50C Curb or Sidewalk, In Front(L)	000'
4 Place Code	04000 - AURORA	50D Curb or Sidewalk, In Front(R)	000'
5A Inventory Rte (On/In Front)	1 - Inventory Rte Carried	51 Width Curb-to-Curb, Carried	0350'
5B Inventory Rte (Signing)		51A Width Curb-to-Curb, In Front	0000'
5C Inventory Rte (L.O.S.)		52 Average Wall Height	9.00000'
5D Inventory Rte (Rte Num)		53 Maximum Wall Height	0013'
5E Inventory Rte (Dir Suffix)		54 Minimum Wall Height	0000'
6 Features Carried	E. Smoky Hill Rd.	58 Main Structure	7 - Good Condition
7 Features In Front	Commercial	60 Foundation	N - Not Applicable
8 Structure ID Number	R470B010656RRA	61 Channel & Channel Protection	N - Not Applicable
8A Structure Number		71 Water Adequacy	N - Not Applicable
9 Location	E Smoky Hill b/wn Main & Aurora	72 Adjacent Roadway Alignment	N - Not Applicable
11 Reference Point		90 Inspection Date	2022-07-07
12 Base Hwy Network		91 Frequency	12 m
13 LRS Inventory & Subroute #		92B Crit Feat Insp - Underwater	
16 Latitude Start-of-Wall	39355319 39.59811	92C Crit Feat Insp - Special	
16A Latitude End-of-Wall	39361743 39.60048	93B Underwater Inspection Date	
16B Start of Wall Elevation		93C Special Inspection Date	
17 Longitude Start-of-Wall	104422225 -104.70618	98A Border Wall State Code	
17A Longitude End-of-Wall	104423806 -104.71057	98B Percent Responsibility	
17B End of Wall Elevation		99 Border Wall Structure #	
18A Range		100 STRAHNET Hwy Designation	
18B Township		102 Direction of Traffic	
18C Section		103 Temp Structure Designation	
19 Bypass Detour Length		104 Highway System	
20 Toll		105 Federal Lands Highway	
21 Maint. Responsibility		106 Year Reconstructed	
22 Owner		107 Vertical Supports Type	
23 Orig Project Number		109 Truck ADT	
23E Subaccount Number		110 Designated National Network	
23EE Project Indicator		113 Scour Critical Walls	
26 Functional Class		114 Future ADT	
27 Year Built		115 Year of Future ADT	
28A Lanes on Structure	06	125AB Type of Wall Rail on Top	
28B Lanes In Front	00	125CD Type of Wall Rail in Front	
29 Average Daily Traffic		133 Special Insp. Equipment	
30 Year of ADT		136 Mileage Log Section Letter	
33 Inventory Route Median	2 - Closed Median (no barrier)	143A Min Dist Fr Route, Carried	0180'
36AD Traffic Safety Features on Top	NNNN	Max Dist Fr Route, Carried	0400'
36H Rail Height, On Top	N"	Avg Dist Fr Route, Carried	0370'
36L Traffic Safety Features in Front	NNNN	143B Min Dist Fr Route, In Front	00NA'
36M Height of Rail In Front	N"	Max Dist Fr Route, In Front	00NA'
37 Historical Significance		Avg Dist Fr Route, In Front	00NA'
42 Type of Service, On	J - Slope - Talus	144A Speed Limit, Rte Carried	45
In Front	U - Other	144B Speed Limit, Rte in Front	00
43 Wall Face Material	7 - Stone/Masonry	145 Wall System	
Type of Design/Construction	25 - Soil Nail	146 Associated Bridge #	
47 Tot Horz Clearance, Carried	035'	147 Vertical Batter	90
47A Tot Horz Clearance, In Front	000'	148 Slope Angle Carried & In Front	11
49 Structure Length	1723.00000'	149 Protective Coating Type	

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Bottom Wall

Inspection Date: 2022-07-07

Structure Notes:

Collins Engineers conducted an inspection to establish a baseline for future inspections following the failure and subsequent repair of three locations in the bottom retaining wall of a set of three walls that carry E. Smoky Hill Rd. between S. Main St. and S. Aurora Pkwy. at Southlands Mall.

Prior to Collins' inspection the three failed areas at Sta. 5+55, Sta. 7+28, and Sta. 14+55 had been repaired with split-face concrete masonry unit blocks to match the remainder of the wall. Isolated areas of the masonry capstone blocks had been replaced in these areas. The repaired areas were in good condition during Collins' 2022 inspection.

Inspection Notes:

The structure was inventoried from west to east. Notes in this report are referenced with stations beginning at the west end of the structure to assist future inspectors in assessing noted defects.

Collins' recommends conducting a follow-up inspection in 12 months to monitor the condition of the repaired area, as well as the isolated area of bulging.

Special Notes:

It appeared that most of the fill displacement and drainage issues were due to excessive seasonal run-off from the carried roadway above. Although the repairs were made to the wall facing and extra drainage relief was installed, it appeared that continued excessive run-off was still occurring due to the displaced stone and clogged weep hole.

Collins Engineers

Wall Inspection Report

Structure ID#: Southlands Mall - Bottom Wall

Inspection Date: 2022-07-07

BrM and Element Data Collection

Element #	Defect	Element Description	Total Qty	Units	Env. Factor	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty
9705		Masonry Wall	15507	SF	1	14131	1375	1	0
	1080	Delamination/Spall/ Patched Area			1	0	0	1	0
	1640	Masonry Displacement			1	0	10	0	0
	1910	Bulging			1	0	540	0	0
	1960	Vegetation Growth			1	0	50	0	0
	2310	Leakage			1	0	775	0	0
9750		Retained Material	1723	LF	1	1723	0	0	0
9763		Other Joint	1	EA	1	1	0	0	0
9770		Weep Holes/Slots	14	EA	1	14	0	0	0
9773		Other Drain	2	EA	1	1	1	0	0
	1970	Blockage			1	0	1	0	0
9780		Metal Wall Railing	330	LF	1	330	0	0	0

Element	Description	Element Notes
9705	Masonry Wall	<p>The wall facing was comprised of split-face concrete masonry unit (CMU) blocks that measured 8 in. high by 18 in. long. The wall facing was in good condition. The wall facing included a masonry capstone block for full length at the top of the wall. There were isolated replacement capstones, totaling approximately 35 LF, between Sta. 14+00 and Sta. 16+30 and at Sta. 5+70. The shotcrete wall was exposed through the gravel ballast at the top of the wall facing at isolated locations near the east end of the wall. The exposed shotcrete was secure and in good condition.</p> <p>The (3) previously reported areas of failure (area) in the wall facing had been repaired to match the remainder of the wall:</p> <ol style="list-style-type: none"> 1. The area located at Sta. 5+55 (previously referenced as 23962) was in good condition and a 4.5 in. diameter weep hole had been installed 2 ft. above grade. 2. The area located at Sta. 7+28 (previously referenced as 23972) was in good condition. 3. The area located at Sta. 14+55 (previously referenced as 24192) was in good condition and a 4.5 in. diameter weep hole had been installed at grade at Sta. 14+65. <p>The wall facing typically exhibited intermittent areas of mortar residue on the edges of blocks in/around the previously reported areas of failure.</p> <p>(CS3) - Split/Spall (Masonry): The wall facing exhibited a spall measuring 4 in. long by 5 in. high by 1.5 in. penetration in the second from bottom course at Sta. 13+14.</p> <p>(CS2) - Masonry Displacement: The top of the wall exhibited isolated areas of displaced capstone blocks, predominantly at the north segment of the wall at the west end.</p> <p>(CS2) - Vegetation Growth: There was minor vegetation growth at the west end of the wall.</p> <p>(CS2) - Leakage: The wall facing exhibited intermittent moisture staining consisting of discoloration emanating from between courses at approximately 5% of the wall facing area. There was an isolated area of saturated ground at the toe of the wall and moisture stained blocks for 6 ft. along the bottom course at Sta. 12+57.</p> <p>(CS2) - Bulging: The top of the wall was bowed to the north up to 1 in. out of plane away from the fill material from the top of the wall to 2 ft. below the top between Sta. 4+90 and Sta. 5+50. This area was immediately west of the previously reported area of failure at Sta. 5 +55.</p>
9750	Retained Material	The retained fill was in good condition with no observed areas of backfill loss through the wall facing. There were isolated areas of gravel ballast loss at the top of the wall that had exposed the top course of the masonry facing beneath the capstone. There were isolated areas of newer/replaced gravel ballast at the top of the wall near Sta. 14+55.
9763	Other Joint	There was (1) joint/discontinuity in the masonry wall facing at Sta. 4+11. There were no observed defects at the joint.
9770	Weep Holes/Slots	The (14) weep holes consisted of 4.5 in. diameter corrugated plastic and were in good condition throughout.
9773	Other Drain	<p>This element serves to quantify the (2) drains that were installed within the upper 3 ft. of the wall facing at the west end.</p> <p>(CS2) - Blockage: The drain that the weep in the wall feeds into at Sta. 1 +86 was partially obstructed with debris.</p>
9780	Metal Wall Railing	This element represents the two segments of the wrought iron pedestrian railing at either side of the bend in the northwest corner of the wall. The railing measured 38 in. from grade and was in good condition.

Wall Inspection Report

Structure ID#: Southlands Mall - Bottom Wall

Inspection Date: 2022-07-07

Maintenance/Repair Recommendations

Activity No : 377.03 Priority: Medium
 Description: Install weep holes (for walls with no prior drainage)
 Detail of Work Install weep hole at area of saturated ground at toe of wall and area of moisture stained bottom course at Sta. 12+57
 Maint Qty : 1 EA Maint Cost: \$
Target Year: 2023

Activity No : 351.00 Priority: Medium
 Description: Wall/Structural Visual Inspection/Monitoring
 Detail of Work Monitor wall facing for drainage issues, concentrated at previous areas of failure at the following stations: Sta. 5+55, Sta. 7+28, Sta. 14+55. Monitor area of bulging near top of wall between Sta. 4+90 and Sta. 5+50.
 Maint Qty : 1 EA Maint Cost: \$
Target Year: 2023

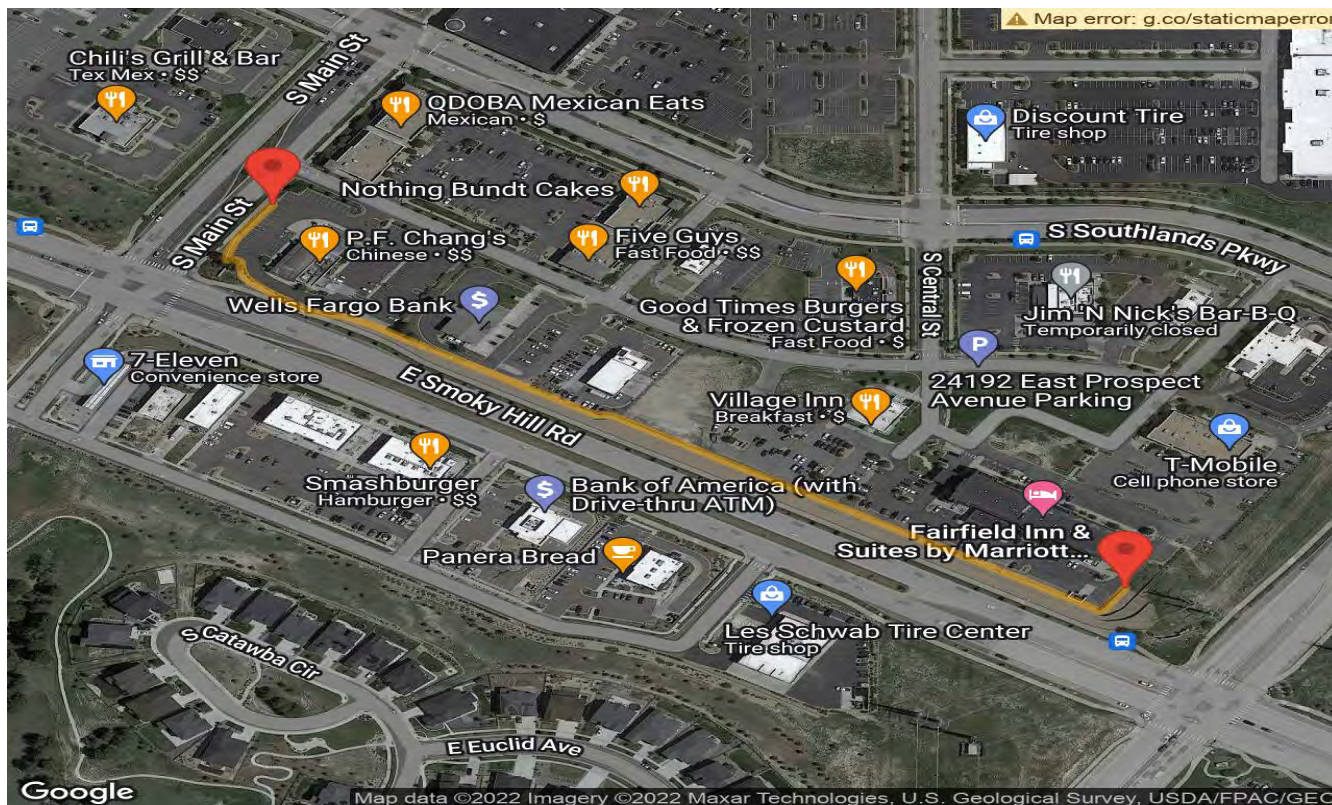
Priority Definitions

Priority Level 1 - High (Orange)	Repair within the time specified by the inspector or at most within 30 days
Priority Level 2 - Medium (Yellow)	Repair within 90 days
Priority Level 3 - Low (Green)	Repair within one year or as funding allows

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Bottom Wall

Inspection Date: 2022-07-07



Overview of Wall on E. Smoky Hill Road

Start of Wall: 39.59811,-104.70618

End of Wall: 39.60048,-104.71057

PHOTO LOG

General Overview	Photo 1	Elevation looking southeast
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Southland Walls Inspection - Bottom Wall - 07/07/2022



Elevation, Looking Southeast



Roadway Carried, Looking West



Roadway Carried, Looking Southeast



View of Repaired Area in Wall Facing at Sta. 5+55

Southland Walls Inspection - Bottom Wall - 07/07/2022



View of Repaired Area in Wall Facing at Sta. 7+28



Moisture Staining at Wall Facing and Area of Saturated Ground at Toe of Wall at Sta. 12+57



View of Spall in Wall Facing at Sta. 13+14



View of Repaired Area in Wall Facing at Sta. 14+55

Southland Walls Inspection - Bottom Wall - 07/07/2022



Intermittent Areas of Mortar Residue on Edges of Blocks East of Sta. 14+55



Areas of Newer/Replaced Gravel Ballast at Top of Wall at Sta. 14+55



Typical Replaced Masonry Capstone at Top of Wall



Typical Exposed Top Course of Masonry Block at Top of Wall

Southland Walls Inspection - Bottom Wall - 07/07/2022



Typical Exposed Shotcrete Wall Behind Top of Masonry Wall Facing



View of Bowed Area of Wall Facing at Sta. 4+90



Partially Obstructed Drain at Weep Hole at Top of Wall at Sta. 1+86

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Middle Wall

Inspection Date: 2022-07-07

Owner: Private
 Maintained By: Private
 Main Structure Type: 25 - Soil Nail
 Location: E. Smoky Hill b/wn Main & Aurora
 Service Type-Carried: J - Slope - Talus
 Service Type-In Front: U - Other
 Inspection Frequency: 48 months

Year Built: _____
 Region/Section: _____
 Start of Wall MP: _____
 Route: _____
 Features Carried: E. Smoky Hill Rd.
 Features In Front: Commercial
 Wall Risk: _____
 Essential Repair Finding

Inspection Scopes: NBI Element Underwater Other **Inspection Type:** 1 - Regular NBI



Elevation looking southeast

OVERALL RATINGS

Main Structure: 7
 Foundation: N
 Channel & Channel Protection: N

Inspection Team

Danny Debes - Team Leader
Jack Summers - Team Member

Agency

Collins Engineers
Collins Engineers

Inspection Resources

Project: Southland Mall- Ret. Wall INSP
 Project Number: _____
 Temperature: 85° F
 Weather Conditions: Sunny

Crew Hours 0.5
 Flagger Hours 0.0
 Helper Hours 0.0
 Snooper Hours 0.0
 Special Crew Hours 0.0
 Special Equipment Hours 0.0

Access Issues:

Rail Road MOHT Animals 3rd Party Fencing Other: _____

Collins Engineers

Wall Inspection Report

Structure ID#: Southlands Mall - Middle Wall

Inspection Date: 2022-07-07

1 State Name	088 - Colorado	50A Curb or Sidewalk, Carried(L)	100'
2E/M Region/Maint Section		50B Curb or Sidewalk, Carried(R)	100'
3 County Code	005 - Arapahoe	50C Curb or Sidewalk, In Front(L)	000'
4 Place Code	04000 - AURORA	50D Curb or Sidewalk, In Front(R)	000'
5A Inventory Rte (On/In Front)	1 - Inventory Rte Carried	51 Width Curb-to-Curb, Carried	0350'
5B Inventory Rte (Signing)		51A Width Curb-to-Curb, In Front	0000'
5C Inventory Rte (L.O.S.)		52 Average Wall Height	8.00000'
5D Inventory Rte (Rte Num)		53 Maximum Wall Height	0010'
5E Inventory Rte (Dir Suffix)		54 Minimum Wall Height	0002'
6 Features Carried	E. Smoky Hill Rd.	58 Main Structure	7 - Good Condition
7 Features In Front	Commercial	60 Foundation	N - Not Applicable
8 Structure ID Number		61 Channel & Channel Protection	N - Not Applicable
8A Structure Number		71 Water Adequacy	N - Not Applicable
9 Location	E. Smoky Hill b/wn Main & Aurora	72 Adjacent Roadway Alignment	N - Not Applicable
11 Reference Point		90 Inspection Date	2022-07-07
12 Base Hwy Network		91 Frequency	48 m
13 LRS Inventory & Subroute #		92B Crit Feat Insp - Underwater	
16 Latitude Start-of-Wall	39355822 39.59951	92C Crit Feat Insp - Special	
16A Latitude End-of-Wall	39355358 39.59822	93B Underwater Inspection Date	
16B Start of Wall Elevation		93C Special Inspection Date	
17 Longitude Start-of-Wall	104423474 -104.70965	98A Border Wall State Code	
17A Longitude End-of-Wall	104422155 -104.70599	98B Percent Responsibility	
17B End of Wall Elevation		99 Border Wall Structure #	
18A Range		100 STRAHNET Hwy Designation	
18B Township		102 Direction of Traffic	
18C Section		103 Temp Structure Designation	
19 Bypass Detour Length		104 Highway System	
20 Toll		105 Federal Lands Highway	
21 Maint. Responsibility		106 Year Reconstructed	
22 Owner		107 Vertical Supports Type	
23 Orig Project Number		109 Truck ADT	
23E Subaccount Number		110 Designated National Network	
23EE Project Indicator		113 Scour Critical Walls	
26 Functional Class		114 Future ADT	
27 Year Built		115 Year of Future ADT	
28A Lanes on Structure	06	125AB Type of Wall Rail on Top	
28B Lanes In Front	00	125CD Type of Wall Rail in Front	
29 Average Daily Traffic		133 Special Insp. Equipment	
30 Year of ADT		136 Mileage Log Section Letter	
33 Inventory Route Median		143A Min Dist Fr Route, Carried	0180'
36AD Traffic Safety Features on Top	NNNN	Max Dist Fr Route, Carried	0400'
36H Rail Height, On Top	N"	Avg Dist Fr Route, Carried	0370'
36L Traffic Safety Features in Front	NNNN	143B Min Dist Fr Route, In Front	00NA'
36M Height of Rail In Front	N"	Max Dist Fr Route, In Front	00NA'
37 Historical Significance		Avg Dist Fr Route, In Front	00NA'
42 Type of Service, On	J - Slope - Talus	144A Speed Limit, Rte Carried	45
In Front	U - Other	144B Speed Limit, Rte in Front	00
43 Wall Face Material	7 - Stone/Masonry	145 Wall System	
Type of Design/Construction	25 - Soil Nail	146 Associated Bridge #	
47 Tot Horz Clearance, Carried	035'	147 Vertical Batter	90
47A Tot Horz Clearance, In Front	000'	148 Slope Angle Carried & In Front	11
49 Structure Length	1230.00000'	149 Protective Coating Type	

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Middle Wall

Inspection Date: 2022-07-07

Structure Notes:

The structure was inventoried from west to east. Notes in this report are referenced with stations beginning at the west end of the structure.

Inspection Notes:

Collins Engineers conducted an inspection of the wall to establish a baseline for future inspections following the failure and subsequent repair of the bottom wall of the three retaining walls carrying E. Smoky Hill Rd. between S. Main St. and S. Aurora Pkwy. at Southlands Mall.

Special Notes:

It appeared that most of the fill displacement and drainage issues were due to excessive seasonal run-off from the carried roadway above. Although the repairs were made to the wall facing and extra drainage relief was installed, it appeared that continued excessive run-off was still occurring due to the displaced stone and clogged weep hole.

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Middle Wall

Inspection Date: 2022-07-07

BrM and Element Data Collection

Element #	Defect	Element Description	Total Qty	Units	Env. Factor	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty
9705		Masonry Wall	9840	SF	1	9839	1	0	0
	1620	Split/Spall (Masonry)			1	0	1	0	0
9750		Retained Material	1230	LF	1	1222	4	4	0
	5010	Backfill Loss			1	0	2	4	0
	5030	Erosion			1	0	2	0	0
9763		Other Joint	1	EA	1	1	0	0	0
9770		Weep Holes/Slots	2	EA	1	0	0	1	1
	1970	Blockage			1	0	0	1	0
	7000	Damage			1	0	0	0	1
9773		Other Drain	1	EA	1	1	0	0	0

Element	Description	Element Notes
9705	Masonry Wall	<p>The wall facing was comprised of split-face concrete masonry unit (CMU) blocks that measured 8 in. high by 18 in. long. The wall facing was in good condition. The wall facing included a masonry capstone block for full length at the top of the wall.</p> <p>The shotcrete wall was intermittently exposed through the gravel ballast at the top of the wall facing for 100 ft. at the east end. The exposed shotcrete was in good condition and exhibited exposed reinforcing steel that was in good condition. There was an area of debris/gravel ballast build up at the base of the wall for 40 ft. beginning at Sta. 1+70.</p> <p>(CS2) - Split/Spall (Masonry): The wall facing exhibited (2) full block height splits up to 1/8 in. wide in a block at Sta. 3+45. The block was secure and had not shifted.</p>
9750	Retained Material	<p>The retained fill was in fair condition. There were isolated areas of gravel ballast loss at the top of the wall that had exposed the top course of the masonry facing beneath the capstone.</p> <p>(CS3) - Backfill Loss: There was an isolated area of backfill loss at Sta. 11+30 measuring 4 ft. long at the improperly installed weep hole. The plastic pipe terminated behind the masonry facing allowing the backfill to spill out of the weep hole cutout.</p> <p>(CS2) - Backfill Loss: There was an area of minor backfill loss from between masonry blocks at Sta. 3+26.</p> <p>(CS2) - Erosion: There was an area of undermining below the bottom course measuring 15 in. long by 4 in. vertical exposure by 13 in. penetration at Sta. 11+79.</p>
9763	Other Joint	There was (1) joint/discontinuity in the masonry wall facing at Sta. 2+62. There were no observed defects at the joint.
9770	Weep Holes/Slots	<p>There were (2) weep holes consisting of 4.5 in. diameter corrugate plastic.</p> <p>(CS4) - Damage: The weep hole at Sta. 11+30 was improperly installed. The plastic pipe did not extend through the masonry facing and terminated within the wall behind the block.</p> <p>(CS3) - Blockage: The weep hole at Sta. 7+51 was partially buried and obstructed by gravel ballast at the toe of the wall.</p>
9773	Other Drain	There was a corrugated plastic drainage pipe measuring 4.5 in. in diameter installed vertically through a capstone at Sta. 2+94. The drain appeared to be in good condition.

Wall Inspection Report

Structure ID#: Southlands Mall - Middle Wall

Inspection Date: 2022-07-07

Maintenance/Repair Recommendations

Activity No : 377.01 Priority: Medium
 Description: Repair/Replace weep holes
 Detail of Work Extend pipe to terminate beyond wall facing at weep
 hole at Sta. 11+30. Maint Cost: \$
 Maint Qty : 1 EA Target Year: 2023

Activity No : 377.01 Priority: Medium
 Description: Repair/Replace weep holes
 Detail of Work Clear gravel ballast obstructing weep hole at Sta. 7+51.
 Maint Qty : 1 EA Maint Cost: \$
Target Year: 2023

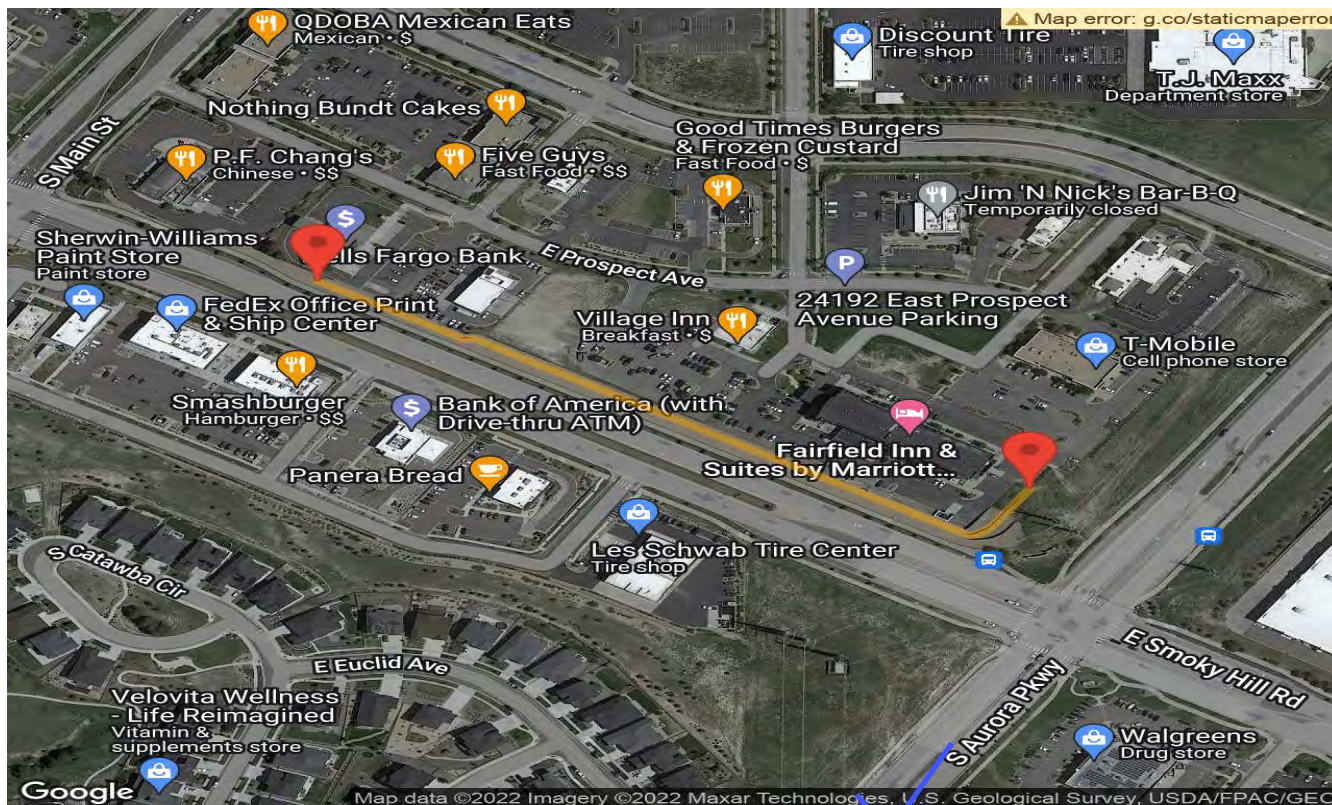
Priority Definitions

Priority Level 1 - High (Orange)	Repair within the time specified by the inspector or at most within 30 days
Priority Level 2 - Medium (Yellow)	Repair within 90 days
Priority Level 3 - Low (Green)	Repair within one year or as funding allows

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Middle Wall

Inspection Date: 2022-07-07



Overview of Wall on E. Smoky Hill Road

Start of Wall: 39.59951,-104.70965

End of Wall: 39.59822,-104.70599

PHOTO LOG

General Overview	Photo 1	Elevation looking southeast
Inventory Roadway	Photo 2	Roadway carried looking west
Inventory Roadway	Photo 3	Roadway carried looking southeast
Defect	Photo 4	Splits in CMU Block at Sta. 3+45
Defect	Photo 5	Backfill Loss Through Improperly Installed Weep Hole at Sta. 11+30
Defect	Photo 6	View of Improperly Installed Weep Hole at Sta. 11+30
Defect	Photo 7	Area of Undermining at Sta. 11+79
Defect	Photo 8	Obstructed Weep Hole at Sta. 7+51
General	Photo 9	Typical Exposed Shotcrete Wall with Exposed Reinforcing Steel at East End of Wall
General	Photo 10	Vertical Drain through Capstone at Sta. 2+94
General	Photo 11	Typical Mortar Residue on Wall Facing

Southland Walls Inspection - Middle Wall - 07/07/2022



Elevation, Looking Southeast



Roadway Carried, Looking West



Roadway Carried, Looking Southeast



Splits in CMU Block at Sta. 3+45

Southland Walls Inspection - Middle Wall - 07/07/2022



Backfill Loss Through Improperly Installed Weep Hole at Sta. 11+30



View of Improperly Installed Weep Hole at Sta. 11+30



Area of Undermining at Sta. 11+79

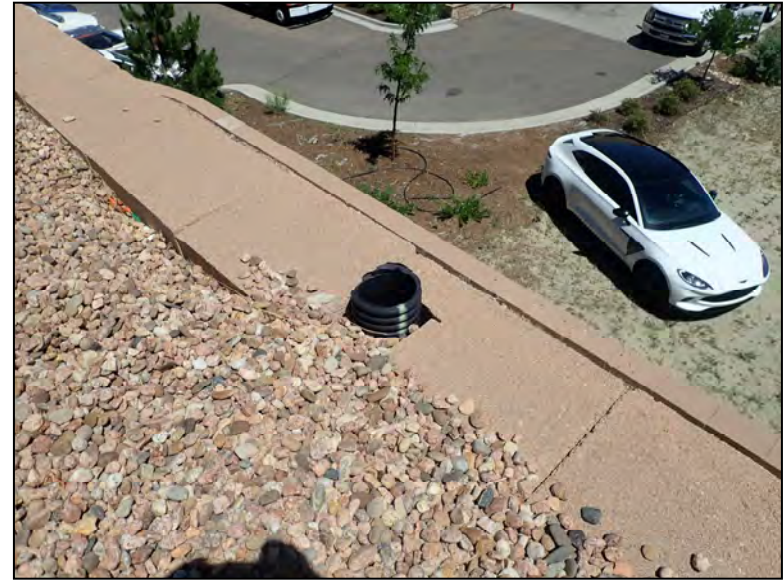


Obstructed Weep Hole at Sta. 7+51

Southland Walls Inspection - Middle Wall - 07/07/2022



Typical Exposed Shotcrete Wall with Exposed Reinforcing Steel at East End of Wall



Vertical Drain through Capstone at Sta. 2+94



Typical Mortar Residue on Wall Facing

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Top Wall

Inspection Date: 2022-07-07

Owner: Private
 Maintained By: Private
 Main Structure Type: 25 - Soil Nail
 Location: E. Smoky Hill b/wn Main & Aurora
 Service Type-Carried: J - Slope - Talus
 Service Type-In Front: J - Slope - Talus
 Inspection Frequency: 48 months

Year Built: _____
 Region/Section: _____
 Start of Wall MP: _____
 Route: _____
 Features Carried: E. Smoky Hill Rd.
 Features In Front: Commercial
 Wall Risk: _____
 Essential Repair Finding

Inspection Scopes: NBI Element Underwater Other **Inspection Type: 1 - Regular NBI**



Elevation looking southeast

OVERALL RATINGS

Main Structure: 7
 Foundation: N
 Channel & Channel Protection: N

Inspection Team

Danny Debes - Team Leader
Jack Summers - Team Member

Agency

Collins Engineers
Collins Engineers

Inspection Resources

Project: Southland Mall- Ret. Wall INSP
 Project Number: _____
 Temperature: 85° F
 Weather Conditions: Sunny

Crew Hours 0.5
 Flagger Hours 0.0
 Helper Hours 0.0
 Snooper Hours 0.0
 Special Crew Hours 0.0
 Special Equipment Hours 0.0

Access Issues:

Rail Road MOHT Animals 3rd Party Fencing Other: _____

Wall Inspection Report

Structure ID#: Southlands Mall - Top Wall

Inspection Date: 2022-07-07

1 State Name	088 - Colorado	50A Curb or Sidewalk, Carried(L)	100'
2E/M Region/Maint Section		50B Curb or Sidewalk, Carried(R)	100'
3 County Code	005 - Arapahoe	50C Curb or Sidewalk, In Front(L)	000'
4 Place Code	04000 - AURORA	50D Curb or Sidewalk, In Front(R)	000'
5A Inventory Rte (On/In Front)	1 - Inventory Rte Carried	51 Width Curb-to-Curb, Carried	0350'
5B Inventory Rte (Signing)		51A Width Curb-to-Curb, In Front	0000'
5C Inventory Rte (L.O.S.)		52 Average Wall Height	8.00000'
5D Inventory Rte (Rte Num)		53 Maximum Wall Height	0009'
5E Inventory Rte (Dir Suffix)		54 Minimum Wall Height	0001'
6 Features Carried	E. Smoky Hill Rd.	58 Main Structure	7 - Good Condition
7 Features In Front	Commercial	60 Foundation	N - Not Applicable
8 Structure ID Number		61 Channel & Channel Protection	N - Not Applicable
8A Structure Number		71 Water Adequacy	N - Not Applicable
9 Location	E. Smoky Hill b/wn Main & Aurora	72 Adjacent Roadway Alignment	N - Not Applicable
11 Reference Point		90 Inspection Date	2022-07-07
12 Base Hwy Network		91 Frequency	48 m
13 LRS Inventory & Subroute #		92B Crit Feat Insp - Underwater	
16 Latitude Start-of-Wall	39355683 39.59912	92C Crit Feat Insp - Special	
16A Latitude End-of-Wall	39355290 39.59803	93B Underwater Inspection Date	
16B Start of Wall Elevation		93C Special Inspection Date	
17 Longitude Start-of-Wall	104423185 -104.70885	98A Border Wall State Code	
17A Longitude End-of-Wall	104422176 -104.70605	98B Percent Responsibility	
17B End of Wall Elevation		99 Border Wall Structure #	
18A Range		100 STRAHNET Hwy Designation	
18B Township		102 Direction of Traffic	
18C Section		103 Temp Structure Designation	
19 Bypass Detour Length		104 Highway System	
20 Toll		105 Federal Lands Highway	
21 Maint. Responsibility		106 Year Reconstructed	
22 Owner		107 Vertical Supports Type	
23 Orig Project Number		109 Truck ADT	
23E Subaccount Number		110 Designated National Network	
23EE Project Indicator		113 Scour Critical Walls	
26 Functional Class		114 Future ADT	
27 Year Built		115 Year of Future ADT	
28A Lanes on Structure	06	125AB Type of Wall Rail on Top	
28B Lanes In Front	00	125CD Type of Wall Rail in Front	
29 Average Daily Traffic		133 Special Insp. Equipment	
30 Year of ADT		136 Mileage Log Section Letter	
33 Inventory Route Median		143A Min Dist Fr Route, Carried	0180'
36AD Traffic Safety Features on Top	NNNN	Max Dist Fr Route, Carried	0400'
36H Rail Height, On Top	N"	Avg Dist Fr Route, Carried	0370'
36L Traffic Safety Features in Front	NNNN	143B Min Dist Fr Route, In Front	00NA'
36M Height of Rail In Front	N"	Max Dist Fr Route, In Front	00NA'
37 Historical Significance		Avg Dist Fr Route, In Front	00NA'
42 Type of Service, On	J - Slope - Talus	144A Speed Limit, Rte Carried	45
In Front	J - Slope - Talus	144B Speed Limit, Rte in Front	00
43 Wall Face Material	7 - Stone/Masonry	145 Wall System	
Type of Design/Construction	25 - Soil Nail	146 Associated Bridge #	
47 Tot Horz Clearance, Carried	035'	147 Vertical Batter	
47A Tot Horz Clearance, In Front	000'	148 Slope Angle Carried & In Front	11
49 Structure Length	929.00000'	149 Protective Coating Type	

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Top Wall

Inspection Date: 2022-07-07

Structure Notes:

Collins Engineers conducted an inspection of the wall to establish a baseline for future inspections following the failure and subsequent repair of the bottom wall of the three retaining walls carrying E. Smoky Hill Rd. between S. Main St. and S. Aurora Pkwy. at Southlands Mall.

Inspection Notes:

The structure was inventoried from west to east. Notes in this report are referenced with stations beginning at the west end of the structure.

Special Notes:

It appeared that most of the fill displacement and drainage issues were due to excessive seasonal run-off from the carried roadway above. Although the repairs were made to the wall facing and extra drainage relief was installed, it appeared that continued excessive run-off was still occurring due to the displaced stone and clogged weep hole.

Wall Inspection Report

Structure ID#: Southlands Mall - Top Wall

Inspection Date: 2022-07-07

BrM and Element Data Collection

Element #	Defect	Element Description	Total Qty	Units	Env. Factor	CS1 Qty	CS2 Qty	CS3 Qty	CS4 Qty
9705		Masonry Wall	7432	SF	1	6928	504	0	0
	2310	Leakage			1	0	504	0	0
9750		Retained Material	929	LF	1	929	0	0	0

Element	Description	Element Notes
9705	Masonry Wall	<p>The wall facing was comprised of split-face concrete masonry unit (CMU) blocks that measured 8 in. high by 18 in. long. The wall facing was in good condition. The wall facing included a masonry capstone block for full length at the top of the wall. There were no visible weep holes in the wall facing.</p> <p>(CS2) - Leakage: There was an area of moisture staining emanating between the CMU blocks beginning at Sta. 8+31 continuing to the east end of the wall. An additional area of moisture staining measured 26 ft. in length by 4 courses high beginning at Sta. 7+86. No signs of backfill washout were evident and it appeared runoff was adequately draining at the time of the inspection.</p>
9750	Retained Material	The retained fill was in good condition with no observed areas of backfill loss through the wall facing.

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Top Wall

Inspection Date: 2022-07-07

Maintenance/Repair Recommendations

No maintenance recommendations

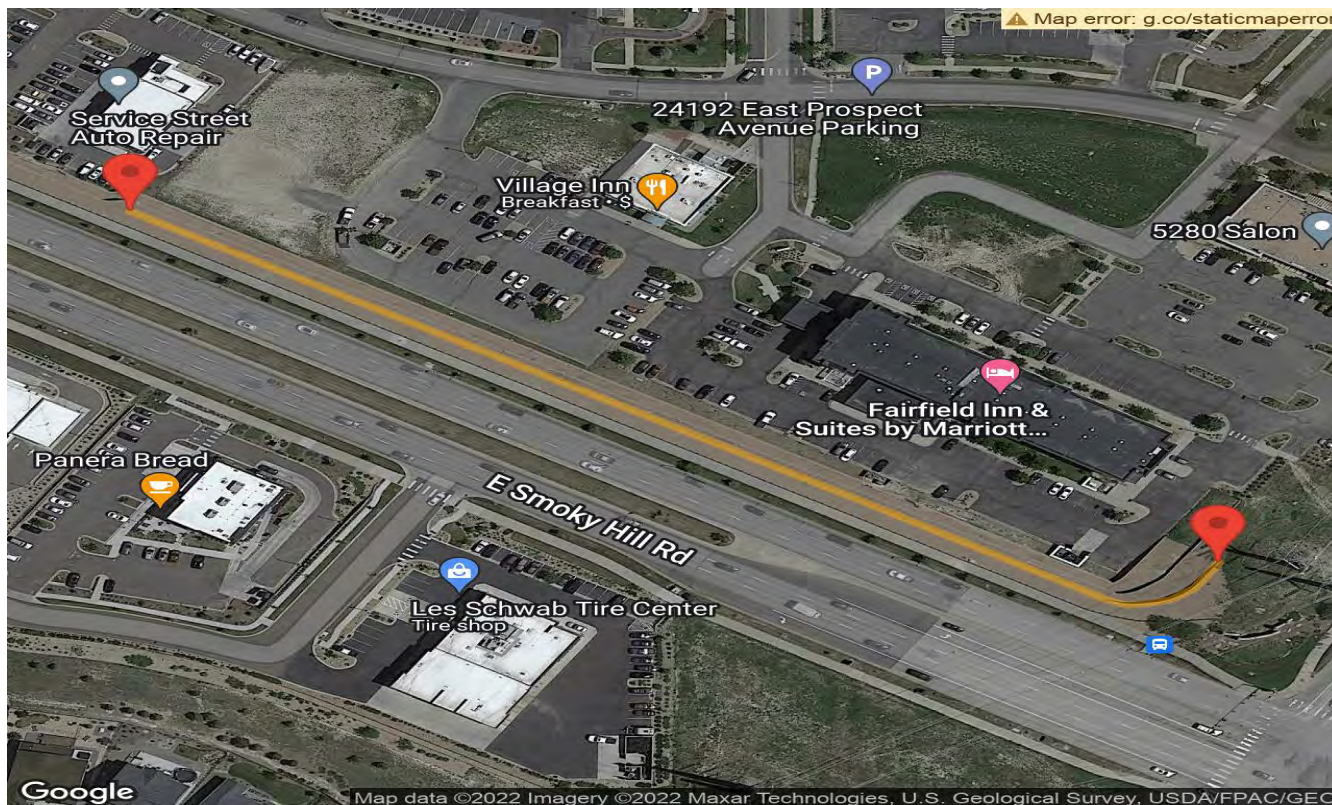
Priority Definitions

Priority Level 1 - High (Orange)	Repair within the time specified by the inspector or at most within 30 days
Priority Level 2 - Medium (Yellow)	Repair within 90 days
Priority Level 3 - Low (Green)	Repair within one year or as funding allows

Collins Engineers
Wall Inspection Report

Structure ID#: Southlands Mall - Top Wall

Inspection Date: 2022-07-07



Overview of Wall on E. Smoky Hill Road

Start of Wall: 39.59912,-104.70885

End of Wall: 39.59803,-104.70605

PHOTO LOG

General Overview	Photo 1	Elevation looking southeast
Inventory Roadway	Photo 2	Roadway carried looking west
Inventory Roadway	Photo 3	Roadway carried looking southeast
Defect	Photo 4	Area of moisture staining on wall facing at Sta. 8+00
Defect	Photo 5	Area of moisture staining on wall facing at east end

Southland Walls Inspection - Top Wall - 07/07/2022



Elevation, Looking Southeast



Roadway Carried, Looking West



Roadway Carried, Looking Southeast



Area of Moisture Staining on Wall Facing at Sta. 8+00

Southland Walls Inspection - Top Wall - 07/07/2022



Area of Moisture Staining on Wall Facing at East End



July 13, 2022

WORK ORDER #84958.2

PROPOSAL FOR

NICK MONCADA
SPECIAL DISTRICT MANAGEMENT SERVICES
SOUTHLANDS METROPOLITAN DISTRICT NO. 1
E. COMMONS AVE. & S. AURORA PARKWAY
AURORA, CO 80016

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Southlands #1 Planting Improvements

****Pricing on this proposal will not exactly match pricing sheet supplied by customer but totals will match.****

Renovation of 9 islands on E Smokyhill Rd, S Aurora Parkway, S Main st, Southlands Pkwy and E Common Ave.

Pricing is based on landscape plans L-1 to L-12 and D-1 dated 3/11/22.

Includes labor, equipment and materials as laid out on the plans and scope of work.

We will be substituting Cimarron Granite for the Wyoming Red Granite which is not currently available.

We will be substituting Bearberry for Kinnikinnik.

We will be substituting Stella D'Oro Daylily for the Yellow Hyperion Daylily

We will be substituting Magnus Coneflower for Rubinstern Coneflower

Pricing assumes static water pressure to all islands within the work area. Irrigation is limited to new valves, drip pipe, emitters, and distribution tubing.

Exclusions

Irrigation controllers, control wire, mainline, boring, sleeving, backflows, stop and waste.

Sale	\$30,762.64
Sales Tax	\$0.00
Total	\$30,762.64

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Island #1 Tree Removal 1 Removal, 4 stumps and 2 topping of dead leaders	\$0.00	\$648.73
Islands #1 Irrigation	\$0.00	\$2,350.00
Run drip line with Mini Root watering with bubbler check. Bubblers are to installed now in preparation of 4 new trees next year.		
Island #2 Tree Removal and Edging 1 dead tree removal	\$0.00	\$752.48
Remove 1 tree from the island. Add 4 sticks of edging.		
Island #2 Irrigation	\$0.00	\$850.00
Run drip line with Mini Root watering with bubbler check. Bubblers are in preparation for replacement of 1 tree and other existing trees that will remain.		
Island #3 Tree Removal and Edging 19 dead tree removal	\$0.00	\$6,804.00
Remove 19 trees from the island. Add 5 sticks of edging.		
Island #3 Irrigation	\$0.00	\$7,300.00
Run drip line with Mini Root watering with bubbler check. Bubblers are in preparation for replacement of 19 trees and other existing trees that will remain.		
Island #4 9 dead Tree Removal	\$0.00	\$3,119.95
Remove 9 trees from the island.		
Island #4 Irrigation	\$0.00	\$7,000.00
Run drip line with Mini Root watering with bubbler check. Bubblers are in		

preparation for replacement of 9 trees and other existing trees that will remain.

Island #5 Tree Removal 2 dead trees \$0.00 \$937.48

Remove 2 trees from the island.

Island #5 Irrigation \$0.00 \$1,000.00

Run drip line with Mini Root watering with bubbler check. Bubblers are in preparation for replacement of 2 trees and other existing trees that will remain.

\$0.00 \$30,762.64

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
	\$0.00		
	\$0.00	\$0.00	\$0.00

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By _____
Patrick Atkinson

Date 7/13/2022

**Keesen Landscape Management,
Inc.**

By _____

Date _____

**SPECIAL DISTRICT
MANAGEMENT SERVICES**

as Agent for

**SOUTHLANDS
METROPOLITAN DISTRICT
NO. 1**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done at a time and materials rate of \$68.00 per man hour.