

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 SPECIAL 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: October 4, 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 August 16, 2022 Regular 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 Change Order No. 1 from Yesco LLC for additional work required to install the Cub Hub Sign for the amount of \$3,490.00 (enclosure).

- Ratify approval of proposal from Wolf’s Site Services for the removal of 640 existing banners on Main Street and replace with holiday banners, in the amount of \$8,800 (enclosure).
 - Ratify approval of proposal from Deck the Malls, Inc to install and remove bows and wreaths, in the amount of \$3,075 (enclosure).
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IV. FINANCIAL MATTERS

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

Fund	Period Ending August 31, 2022	Period Ending Sept. 30, 2022
General	\$ 152,833.62	\$ 128,176.06
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ 117,078.55	\$ 148,603.86
Total Claims	\$ 269,912.17	\$ 276,779.92

- B. Review and accept unaudited financial statements for the period ending July 31, 2022 and accept Cash Position Schedule, dated July 31, 2022, updated September 26, 2022 and Operations Fee Report (enclosure).
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- C. Budget Work Session (to be distributed– draft 2023 budget).
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V. LEGAL MATTERS

- A. Discuss status of a License Agreement concerning the E-470 monument signs.
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- B. Discuss the License Agreement – Signage (enclosure).
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- C. Discuss and consider approval of Resolution Regarding Issuance of Special Event and Street Closure Permits (to be distributed).
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- D. Discuss and consider approval of Resolution Regarding Issuance of Advertising, Special Event and Street Closure Permits (to be distributed).
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VI. OPERATIONS AND MAINTENANCE

- A. Discuss status of the Special Events Permit from M&J Wilkow.
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- B. Review and consider approval of proposal from Keesen Landscape Management Inc. for the installation of 141 new trees throughout the District for the amount of \$108,716.64 (enclosure).
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- C. Review and consider approval of proposal from Collins Engineering, Inc. for general engineering services (enclosure).
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- D. Review and consider approval of a proposal from Full Spectrum Lighting, Inc. for the conversion of the lights to LED for the amount of \$55,770.00 (enclosure).
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1. Discuss status of the application for a Rebate from Xcel Energy for converting street lights to LED.
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- E. Review and consider approval of a proposal from Rocky Mountain Parking Lot Services, Inc. for striping the District's roads and parking spaces, in the amount of \$13,900 (enclosures).
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- F. Discuss pest control services (enclosure).
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- G. Ratify approval of Independent Contractor Agreement with Integrated Wall Solutions, Inc. for retaining wall repair services for the amount of \$58,907.23 (enclosure).
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- H. Discuss, review and approve payment of METCO Landscape, Inc. invoices (Invoices No. 560206/\$336/winter watering plants, Invoice No 564082/\$844.10/snow removal, Invoice No. 5697081/\$3,818.20/backflow cage) to the bankruptcy receivership (enclosure).
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- I. Discuss 2022/2023 Independent Contractor Agreements for 2023 Maintenance Services:
 - 1. Holiday Lighting (to be distributed).

 - 2. Snow Removal Services (enclosure).

VII. CAPITAL IMPROVEMENTS

- A. Discuss status of the Median Landscape Renovation Project.

 - 1. Review and consider approval of Change Order No. 3 from Keesen Landscape Management Inc. for the renovation of nine islands, in the amount of \$23,980.00 (enclosure).

 - 2. Review completion punch list and diagram (enclosures).

 - 3. Authorize final payment to Keesen Landscape Management Inc.

VIII. OTHER MATTERS

- A. _____

- IX. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 15, 2022 ~ BUDGET HEARING**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD AUGUST 16, 2022

A Regular 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 16th day of August, 2022, at 9:30 a.m. at 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.

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

Thuy Dam; CliftonLarsonAllen, LLP

Michael Szymanski; Elevation Holiday Lighting (for a portion of the meeting)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

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

Minutes: The Board reviewed the Minutes of the June 28, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Minutes of the June 28, 2022 Special Meeting were approved.

PUBLIC COMMENTS There were no public comments at this time.

CONSENT AGENDA The Board considered the following actions:

- Ratify approval of proposal from MR/Westco Inc. for paver replacement, for the amount of \$1,443.
- Ratify approval of First Amendment to Independent Contractor Agreement between the District and Common Area Maintenance Services, LLC street sweeping.
- Ratify approval of the reimbursement to Shannon Worrell and Emma Moores for damaged windshield.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved and 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 July 31, 2022
General	\$ 108,665.07
Debt Service	\$ -0-
Capital Projects	\$ 118,970.93
Total Claims	\$ 227,636.00

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

RECORD OF PROCEEDINGS

Financial Statements: Ms. Dam reviewed with the Board the unaudited financial statements of the District for the period ending June 30, 2022, Schedule of Cash Position, updated as of August 3, 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 June 30, 2022, Schedule of Cash Position, updated as of August 3, 2022, and Operations Fee Report.

LEGAL MATTERS

License Agreement: Attorney Waldron reported to the Board he is working with the current owner and E-470 on the license agreement for the E-470 signage.

Resolution Regarding Issuance of Advertising Events, Special Events, Street Closure Permit and Signage: Attorney Waldron discussed with the Board a Resolution Regarding Issuance of Advertising Events, Special Events, Street Closure Permit and Signage. Following discussion, the Board determined that signage will only be allowed for permitted events.

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.

Proposals for Tree and Shrub Replacements:

Tree Replacements in the Town Center from Keesen Landscape Management Inc.: The Board reviewed two proposals for tree replacements in the Town Center from Keesen Landscape Management Inc.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board ratified approval of the proposal for (2) tree replacements, for the amount of \$3,385.96 and three (3) trees replacements, for the amount of \$4,700.00.

Plant replacements on Main Street from Keesen Landscape Management Inc.: The Board reviewed a proposal for plant replacements on Main Street from Keesen Landscape Management Inc., in the amount of \$9,276.73. Following discussion, the Board determined not to approve the proposal.

Shrub Replacements on Main Street from Longhill Contracting: The Board reviewed a proposal for shrub replacements on Main Street from Longhill Contracting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board approved the proposal for shrub replacements on Main Street from Longhill Contracting, in the amount of \$2,617.75

Proposal from Full Spectrum Lighting, Inc. for the Conversion of the Lights to LED: The Board deferred discussion.

Proposals for Striping the District's Roads and Parking Spaces: The Board deferred discussion.

2022/2023 Independent Contractor Agreements for 2023 Maintenance Services:

Holiday Lighting: Mr. Szymanski presented to the Board options for holiday lighting. Following discussion, upon motion duly made and seconded, and upon vote, unanimously carried, the Board authorized Director Martin to approve the final proposal for holiday lighting, for an amount not to exceed \$200,000.

Security Services: Director Liles presented to the Board a proposal for cost sharing security service expenses that include rent, healthcare, patrol vehicle, HeliAUS devices.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the proposal for sharing costs for expenses that include rent, healthcare, patrol vehicle, HeliAUS devices for an increase amount of \$3,829 per month, effective September 1, 2022 for a three-year term.

Snow Removal Services: Director Liles reported to the Board he has requested bids for snow removal services.

Landscape Maintenance Services: The Board entered into discussion regarding 2023 landscape maintenance services. Following discussion, the Board directed staff to obtain a proposal from Keesen Landscape Management Inc. for landscape maintenance services.

Floral Program: The Board entered into discussion regarding the 2023 floral program. Following discussion, the Board directed staff to obtain proposals for the 2023 floral program.

Common Area Cleaning: The Board entered into discussion regarding common area cleaning services. Following discussion, the Board directed staff to obtain a proposal from Allied Universal Janitorial for common area cleaning services.

RECORD OF PROCEEDINGS

Site Lighting Services: The Board entered into discussion regarding site lighting services. Following discussion, the Board directed staff to obtain a proposal from Full Spectrum Lighting, Inc. for 2023 site lighting services.

Locate Services: Ms. Finn noted a rate increase of 20% by Diversified Underground Inc. for locate services.

Tree Care Services: The Board deferred discussion.

Street Sweeping Services: The Board entered into discussion regarding the street sweeping services. Following discussion, the Board directed staff to obtain a proposal from Common Area Maintenance Services, LLC for 2023 street sweeping services.

Detention Pond Outfall Structure: Ms. Finn noted for the Board the detention pond outfall structure is eroding. Following discussion, the Board directed staff to obtain proposals for the repair work.

Retaining Wall Inspection Report: Ms. Finn reviewed with the Board the retaining wall inspection report. No action was taken by the Board.

Demo with MyAssetMap for Mapping and Tracking Improvements: The Board entered into discussion regarding scheduling a demo with MyAssetMap for mapping and tracking improvements. Following discussion, the Board directed Ms. Finn to coordinate a demo.

CAPITAL IMPROVEMENTS

Cub Hub sign: Director Liles reported to the Board that the Cub Hub sign will be installed by the end of August.

Median Landscape Renovation Project: Director Liles noted for the Board he was walking the project with the contractor this week.

Revised Change Order No. 2 from Keesen Landscape Management Inc.: The Board reviewed a revised Change Order No. 2 from Keesen Landscape Management Inc.

Following review and discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board authorized Change Order No. 2 from Keesen Landscape Management Inc., in the amount of \$30,762.64.

Capital Improvement Projects for 2023: The Board entered into discussion regarding capital improvement projects for 2023. No action was taken by the Board at this time.

RECORD OF PROCEEDINGS

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting



Change Order

Job Name Southlands Cub Hub Project Number 175978 Change # 00001
 Customer 104035-3 Contract Number pry-37708 SOY 109946
 Change Order Date 09/07/222 Design Number _____

YESCO Approvals

Salesperson	Design	Estimating	Engineering	Permit	Expediting	Credit	YESCO Authorization
Campbell							
Item	Description of Charge				Price Amount	Areas Affected	
1	Additional scope of work added to project. South pole sign position required had gas line that was relocated. Existing hole had to be enlarged to cover disturbed area and remove tailings from plumbing excavation. Bring new structural fill dirt and following engineer direction to fill and tamp new hole every 6" - 8" until original hole is filled and tamped. Remark hole and re-excavate with Hydrovac to original specs. Hyrdovac accumulated water from the North hole. Haulaway and dispose of tailings/waste.				\$ 3,490.00	Metal	
						Fabricated Letters	
						Paint	
						Electrical	
						Plex Faces	
						Plex Letters	
						Neon	
						Assembly	
						Installation	
						Electronics	
						Commercial	
						Subcontractor	
						Permits	
TOTAL					\$ 3,490.00		

A. Does the Contract Change affect the time of completion? No Yes - Revised date _____
 B. Does the Contract Change affect the price? No Yes

The Original Contract Sum	\$7,500.00
Net change by previously authorized change orders	\$0.00
Contract sum prior to this Change Order was	\$7,500.00
The Contract sum will be changed by this Change Order in the amount of	\$3,490.00
Tax adjustment from this Change Order	\$0.00
The Contract sum including this Change Order will be	\$10,990.00
Additional Deposit Required	

The work covered by this Change Order shall be performed under the same terms and conditions as those in the original Agreement.

YESCO LLC

 By

 Title

 Date

Customer

 By

 Title

 Date



7687 S. Patsburg Way
Aurora, CO 80016
303-638-4660
david@wolfssiteservices.com
08/07/2022

Work Proposal for M&J Wilkow at Southlands Mall

Scope of work: Remove 640 existing banners on Main Street and replace with holiday banners.
This job is labor only and additional materials will not be required.

Timeline 10 business days

Proposal:

Labor Costs: 160 man-hours x \$55/hr. **\$8800**

Total Cost \$8800

Proposal Accepted and Acknowledged by

Signature:

Martin Liles

Dated:

9/12/22

DTM, Inc.

710 S. Rachel Ave
Milliken, CO 80543

Phone: (303) 841-7960

Email: Mike@DeckTheMall.com



Proposal

Proposal Date: 7/1/2022

Proposal #: 22-0114

Terms 50% DUE

PO#

Bill To:

Southlands Metropolitan District No. 1
c/o Special District Management
Services,
141 Union Blvd., Suite 150
Lakewood, CO 80228

**MAILING ADDRESS
CHANGE:
710 S. RACHEL AVE
MILLIKEN, CO 80543**

Service Address:

southlands
6155 Main St
Aurora, CO 80016

Date Accepted	Accepted By	Deposit Paid	Install Date	Take Down Date	
Description			Qty	Rate	Total
SOUTHLANDS TOWN CENTER XMAS DECOR SIGN TOPPERS					
Exterior Installation & Take Down of 3 LARGE sign toppers on the 3 large monuments. locations are Smokey Hill and Main St. Smokey Hill and Aurora Parkway Aurora Parkway and E Orchard install cables, and tie down to ground with anchors.			3	625.00	1,875.00
Exterior Holiday Installation and Takedown of 2 @ 48 inch wreaths with warm white led lights and red, white, and silver decorations. add 2 to each monument, 1 on each side. Install between november 1-4 weather permitting			6	200.00	1,200.00
takedown January 2-4 weather permitting State of Colorado Sales Tax (2.9%)				2.90%	0.00

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

Total Proposal \$3,075.00

Accepted Signature & Date

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

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

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

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

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	13059357	8/19/2022	8/31/2022	\$ 4,908.00	Security	117806
Allied Universal	13006111	7/3/2022	8/2/2022	\$ 15,444.80	Monthly cleaning	117802
Brody Chemical	INV16274	7/31/2022	8/30/2022	\$ 104.99	Repairs and maintenance	117582
City of Aurora	146396 July22	7/31/2022	7/31/2022	\$ 159.68	Utilities	117701
City of Aurora	150518 July22	7/31/2022	7/31/2022	\$ 141.35	Utilities	117701
City of Aurora	151226 July22	7/31/2022	7/31/2022	\$ 607.54	Utilities	117701
City of Aurora	146452 July22	7/31/2022	7/31/2022	\$ 1,605.97	Utilities	117701
City of Aurora	142090 July22	7/31/2022	7/31/2022	\$ 2,792.11	Utilities	117701
City of Aurora	152426 July22	7/31/2022	7/31/2022	\$ 5,559.77	Utilities	117701
City of Aurora	151228 July22	7/31/2022	7/31/2022	\$ 1,278.94	Utilities	117701
City of Aurora	146368 July22	7/31/2022	7/31/2022	\$ 8,443.45	Utilities	117701
City of Aurora	151230 July22	7/31/2022	7/31/2022	\$ 1,120.07	Utilities	117701
CliftonLarsonAllen LLP	3347292	6/30/2022	6/30/2022	\$ 7,727.67	Accounting	107000
Colorado Special Districts Property and Liability Pool	16757	7/21/2022	7/21/2022	\$ 23.00	Insurance and bonds	107360
Common Area Maintenance Services	M08012434	8/1/2022	8/1/2022	\$ 1,365.00	Street sweeping	117808
Consolidated Divisions Inc.	2004209	3/1/2022	3/1/2022	\$ 1,366.40	Snow removal	117807
DBC Irrigation Supply	\$4689127001	7/15/2022	7/15/2022	\$ 326.85	Landscape maintenance & irrigation repair	117585
Dazio & Associates	550	7/18/2022	7/18/2022	\$ 5,800.00	Auditing	107020
Full Spectrum Lighting, Inc	30314	8/10/2022	8/10/2022	\$ 705.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	30313	8/10/2022	8/10/2022	\$ 2,090.00	Street lighting/ striping	117855
Keesen Landscape Management, Inc.	CEN 195437	8/1/2022	8/31/2022	\$ 212.50	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 194212	8/1/2022	8/31/2022	\$ 16,235.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	194794	7/31/2022	8/30/2022	\$ 116,612.50	Medians	307863
Keesen Landscape Management, Inc.	CEN 193662	7/18/2022	8/17/2022	\$ 17,850.00	Landscape maintenance & irrigation repair	117585
Lumin8 Transportation Technologies LLC	2369	6/30/2022	7/30/2022	\$ 206.80	Traffic signals maintenance	117809
M & J Wilkow Properties, LLC	28567	8/31/2022	8/31/2022	\$ 9,616.33	Property maintenance	117804
Shannon Worrell	Refund- 8/3/22	8/3/2022	8/3/2022	\$ 501.90	Repairs and maintenance	107582
ShowTek Events	S2206B.01	6/16/2022	6/16/2022	\$ 4,300.00	Public Events	107810
ShowTek Events	S2207B.04	7/28/2022	7/28/2022	\$ 4,450.00	Public Events	107810
ShowTek Events	S2207B.01	7/7/2022	7/7/2022	\$ 5,050.00	Public Events	107810
ShowTek Events	770780	7/21/2022	7/21/2022	\$ 4,550.00	Public Events	107810
ShowTek Events	S2206B.02	6/23/2022	6/23/2022	\$ 4,550.00	Public Events	107810
ShowTek Events	S22073.02	7/14/2022	7/14/2022	\$ 4,650.00	Public Events	107810
ShowTek Events	S2208B.01	8/4/2022	8/4/2022	\$ 4,250.00	Public Events	107810
Special District Management Services, Inc.	DM 07/2022	7/31/2022	7/31/2022	\$ 95.00	Medians	307863
Special District Management Services, Inc.	DM 07/2022	7/31/2022	7/31/2022	\$ 2,189.63	District management	107440
Special District Management Services, Inc.	PM 07/2022	7/31/2022	7/31/2022	\$ 3,000.00	Property management	117805
StoneZ, Inc. dba Hospitality Trends	3552	8/1/2022	8/1/2022	\$ 4,536.90	Repairs and maintenance	117582
Utility Notification Center of Colorado	222071389	7/31/2022	7/31/2022	\$ 3.90	Repairs and maintenance	117582
White, Bear & Ankele PC	23362	7/31/2022	7/31/2022	\$ 371.05	Medians	307863
White, Bear & Ankele PC	23362	7/31/2022	7/31/2022	\$ 1,436.59	Legal services	107460
Xcel Energy	792355313	8/19/2022	8/19/2022	\$ 3,673.48	Utilities	117701

\$ 269,912.17

Southlands Metropolitan District No. 1
August-22

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 127,451.26		\$ 117,078.55	\$ 244,529.81
Xcel - Auto Pay	\$ 3,673.48	\$ -	\$ -	\$ 3,673.48
Aurora Water - Auto Pay	\$ 21,708.88	\$ -	\$ -	\$ 21,708.88
Total Disbursements from Checking Acct	<u>\$ 152,833.62</u>	<u>\$ -</u>	<u>\$ 117,078.55</u>	<u>\$ 269,912.17</u>

Southlands Metropolitan District No. 1
September-22

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number
Allied Universal	13178617	8/25/2022	9/24/2022	\$ 4,908.80	Security	117806
Allied Universal	13106817	7/31/2022	7/31/2022	\$ 15,849.62	Monthly cleaning	117802
Brody Chemical	INV17812	8/31/2022	9/30/2022	\$ 104.99	Repairs and maintenance	117582
City of Aurora	146368 AUG22	8/31/2022	8/31/2022	\$ 4,472.77	Utilities	117701
City of Aurora	146396 AUG22	8/31/2022	8/31/2022	\$ 1,577.08	Utilities	117701
City of Aurora	151226 AUG22	8/31/2022	8/31/2022	\$ 891.02	Utilities	117701
City of Aurora	150518 AUG22	8/31/2022	8/31/2022	\$ 108.51	Utilities	117701
City of Aurora	151230 AUG22	8/31/2022	8/31/2022	\$ 1,578.10	Utilities	117701
City of Aurora	142090 AUG22	8/31/2022	8/31/2022	\$ 3,456.05	Utilities	117701
City of Aurora	151228 AUG22	8/31/2022	8/31/2022	\$ 1,562.42	Utilities	117701
City of Aurora	146452 AUG22	8/31/2022	8/31/2022	\$ 2,933.85	Utilities	117701
City of Aurora	152426 AUG22	8/31/2022	8/31/2022	\$ 5,999.91	Utilities	117701
CliftonLarsonAllen LLP	3376211	7/31/2022	7/31/2022	\$ 5,855.41	Accounting	107000
Colorado Special Districts Property and Liability Pool	23WC-60211-0597	8/26/2022	8/26/2022	\$ 450.00	Prepaid Insurance	101255
Common Area Maintenance Services	M09012449	9/1/2022	9/1/2022	\$ 1,365.00	Street sweeping	117808
DBC Irrigation Supply	S4543437.001	5/4/2022	5/4/2022	\$ 900.19	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4718409.001	7/31/2022	7/31/2022	\$ 4.26	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4646087.001	6/23/2022	6/23/2022	\$ 476.33	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4568280.001	5/16/2022	5/16/2022	\$ 446.90	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4769035.001	8/31/2022	8/31/2022	\$ 42.11	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4772553.001	9/6/2022	9/6/2022	\$ 49.54	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4631969.001	6/16/2022	6/16/2022	\$ 2,046.76	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4673819.001	7/8/2022	7/8/2022	\$ 268.58	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4743863.001	8/16/2022	8/16/2022	\$ 699.99	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4721221.001	8/2/2022	8/2/2022	\$ 241.96	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4767373.001	8/31/2022	8/31/2022	\$ 242.52	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4680116.001	7/12/2022	7/12/2022	\$ 24.79	Landscape maintenance & irrigation repair	117585
DBC Irrigation Supply	S4752384.001	8/22/2022	8/22/2022	\$ 26.92	Landscape maintenance & irrigation repair	117585
Deck The Malls Inc.	21-0125-1	12/31/2021	9/15/2022	\$ 900.00	Signage and decor	117587
Emma Mooers	Refund- 8/24/22	8/24/2022	8/25/2022	\$ 500.00	Repairs and maintenance	107582
Full Spectrum Lighting, Inc	30394	8/29/2022	8/29/2022	\$ 4,633.00	Street lighting/ striping	117855
Keesen Landscape Management, Inc.	196984	8/26/2022	9/25/2022	\$ 3,196.27	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	CEN 198719	9/2/2022	9/30/2022	\$ 3,640.13	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	198664	9/2/2022	9/30/2022	\$ 4,700.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	196137	8/12/2022	9/11/2022	\$ 2,083.13	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	198902	9/5/2022	9/30/2022	\$ 225.00	Landscape maintenance & irrigation repair	117585
Keesen Landscape Management, Inc.	197300	8/31/2022	9/30/2022	\$ 147,964.03	Medians	307863
Keesen Landscape Management, Inc.	192678	7/11/2022	8/10/2022	\$ 115.00	Repairs and maintenance	117582
Keesen Landscape Management, Inc.	197507	9/1/2022	9/30/2022	\$ 16,235.00	Landscape maintenance & irrigation repair	117585
Lumin8 Transportation Technologies LLC	2618	9/15/2022	9/30/2022	\$ 245.55	Traffic signals maintenance	117809
M & J Wilkow Properties, LLC	28914	9/30/2022	9/30/2022	\$ 9,616.33	Property maintenance	117804
Rocky Mountain Flag Company	19008	8/16/2022	9/15/2022	\$ 1,470.92	Repairs and maintenance	117582
Special District Management Services, Inc.	PM 08/2022	8/31/2022	8/31/2022	\$ 3,000.00	Property management	117805
Special District Management Services, Inc.	DM 08/2022	8/31/2022	8/31/2022	\$ 114.00	Medians	307863
Special District Management Services, Inc.	DM 08/2022	8/31/2022	8/31/2022	\$ 6,000.10	District management	107440
StoneZ, Inc. dba Hospitality Trends	3572	8/18/2022	8/18/2022	\$ 3,227.00	Repairs and maintenance	117582
TEST GAUGE AND BACKFLOW SUPPLY, INC.	INV6-10571	9/6/2022	9/30/2022	\$ 132.30	Repairs and maintenance	117582
Utility Notification Center of Colorado	222081370	8/31/2022	8/31/2022	\$ 13.00	Repairs and maintenance	117582
White, Bear & Ankele PC	23863	8/31/2022	8/31/2022	\$ 525.83	Medians	307863
White, Bear & Ankele PC	23863	8/31/2022	8/31/2022	\$ 7,883.35	Legal services	107460
Xcel Energy	796203665	9/14/2022	9/14/2022	\$ 3,775.60	Utilities	117701

\$ 276,779.92

Southlands Metropolitan District No. 1
September-22

	General	Debt	Capital	Totals
Disbursements	\$ 101,820.75		\$ 148,603.86	\$ 250,424.61
Xcel - Auto Pay	\$ 3,775.60	\$ -	\$ -	\$ 3,775.60
Aurora Water - Auto Pay	\$ 22,579.71	\$ -	\$ -	\$ 22,579.71
Total Disbursements from Checking Acct	\$ 128,176.06	\$ -	\$ 148,603.86	\$ 276,779.92

SOUTHLANDS METROPOLITAN DISTRICT NO.1

FINANCIAL STATEMENTS

JULY 31, 2022

SOUTHLANDS METROPOLITAN DISTRICT NO.1
BALANCE SHEET - GOVERNMENTAL FUNDS
JULY 31, 2022

	<u>General</u>	<u>General Operations Fee</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS					
Cash - Checking	\$ 10,448	\$ 616,791	\$ -	\$ -	\$ 627,239
Colostrust	1,341,109	824,079	-	-	2,165,188
UMB Series 2017 A-1 Bond Fund	-	-	2,040,551	-	2,040,551
UMB Series 2017 A-2 Bond Fund	-	-	357,310	-	357,310
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,625	-	1,687,625
UMB Series 2017 A-2 Reserve Fund	-	-	149,750	-	149,750
General Operations Fee receivable	-	119,818	-	-	119,818
Due from other fund	-	-	-	236,049	236,049
Receivable from County Treasurer	2,495	-	14,113	-	16,608
TOTAL ASSETS	<u>\$ 1,354,052</u>	<u>\$ 1,560,688</u>	<u>\$ 4,249,349</u>	<u>\$ 236,049</u>	<u>\$ 7,400,138</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts payable	\$ 64,068	\$ 216,359	\$ -	\$ 236,049	\$ 516,476
Due to other funds	236,049	-	-	-	236,049
Unearned General Operations Fee	-	20,615	-	-	20,615
Total Liabilities	<u>300,117</u>	<u>236,974</u>	<u>-</u>	<u>236,049</u>	<u>773,140</u>
FUND BALANCES					
Total Fund Balances	<u>1,053,935</u>	<u>1,323,714</u>	<u>4,249,349</u>	<u>-</u>	<u>6,626,998</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,354,052</u>	<u>\$ 1,560,688</u>	<u>\$ 4,249,349</u>	<u>\$ 236,049</u>	<u>\$ 7,400,138</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 SEVEN MONTHS ENDED JULY 31, 2022**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 500	\$ 4,464	\$ 3,964
Permits and fees	5,000	1,600	(3,400)
Property taxes	507,927	497,897	(10,030)
Specific ownership tax	35,555	20,166	(15,389)
TOTAL REVENUES	<u>548,982</u>	<u>524,127</u>	<u>(24,855)</u>
EXPENDITURES			
Accounting	57,000	35,630	21,370
Auditing	6,000	5,800	200
Billing services	13,000	6,878	6,122
Contingency	9,381	-	9,381
County Treasurer's fee	7,619	7,497	122
Directors' fees	4,000	1,200	2,800
District management	68,000	26,565	41,435
Dues and licenses	2,000	545	1,455
Election expense	3,000	1,805	1,195
Insurance and bonds	45,000	36,951	8,049
Legal services	50,000	22,866	27,134
Miscellaneous	5,000	391	4,609
Public Events	50,000	27,550	22,450
TOTAL EXPENDITURES	<u>320,000</u>	<u>173,678</u>	<u>146,322</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	228,982	350,449	121,467
OTHER FINANCING SOURCES (USES)			
Transfers to other fund	(700,000)	(250,147)	449,853
TOTAL OTHER FINANCING SOURCES (USES)	<u>(700,000)</u>	<u>(250,147)</u>	<u>449,853</u>
NET CHANGE IN FUND BALANCES	(471,018)	100,302	571,320
FUND BALANCES - BEGINNING	<u>941,998</u>	<u>953,633</u>	<u>11,635</u>
FUND BALANCES - ENDING	<u>\$ 470,980</u>	<u>\$ 1,053,935</u>	<u>\$ 582,955</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 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	\$ 1,226,750	\$ (876,250)
General operations fee - penalty and other	2,000	11,466	9,466
General operations fee - vacant lots	25,000	24,961	(39)
Interest income	1,000	3,275	2,275
TOTAL REVENUES	<u>2,131,000</u>	<u>1,266,452</u>	<u>(864,548)</u>
EXPENDITURES			
Floral	190,000	168,242	21,758
Holiday decor	115,000	-	115,000
Landscape maintenance & irrigation repair	250,000	141,134	108,866
Monthly cleaning	230,000	106,463	123,537
Pest control	10,000	-	10,000
Property maintenance	120,000	67,394	52,606
Property management	40,000	21,032	18,968
Repairs and maintenance	380,000	41,518	338,482
Security	75,000	35,098	39,902
Signage	100,000	13,007	86,993
Snow removal	350,000	179,525	170,475
Street lighting/ striping	75,000	28,115	46,885
Street repairs/sidewalk	45,000	-	45,000
Street sweeping	15,000	9,120	5,880
Traffic signals maintenance	35,000	30,435	4,565
Utilities	180,000	79,763	100,237
TOTAL EXPENDITURES	<u>2,210,000</u>	<u>920,846</u>	<u>1,289,154</u>
NET CHANGE IN FUND BALANCES	(79,000)	345,606	424,606
FUND BALANCES - BEGINNING	<u>729,000</u>	<u>978,108</u>	<u>249,108</u>
FUND BALANCES - ENDING	<u>\$ 650,000</u>	<u>\$ 1,323,714</u>	<u>\$ 673,714</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 SEVEN MONTHS ENDED JULY 31, 2022**

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 700	\$ 3,114	\$ 2,414
Property taxes	2,873,318	2,818,537	(54,781)
Specific ownership tax	201,132	113,688	(87,444)
TOTAL REVENUES	3,075,150	2,935,339	(139,811)
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	2,955,000	1,176,674	1,778,326
NET CHANGE IN FUND BALANCES	120,150	1,758,665	1,638,515
FUND BALANCES - BEGINNING	2,503,308	2,490,684	(12,624)
FUND BALANCES - ENDING	\$ 2,623,458	\$ 4,249,349	\$ 1,625,891

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

**SOUTHLANDS METROPOLITAN DISTRICT NO.1
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Medians	400,000	250,147	149,853
Signage	300,000	-	300,000
TOTAL EXPENDITURES	<u>700,000</u>	<u>250,147</u>	<u>449,853</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(700,000)	(250,147)	449,853
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	700,000	250,147	(449,853)
TOTAL OTHER FINANCING SOURCES (USES)	<u>700,000</u>	<u>250,147</u>	<u>(449,853)</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

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

Services Provided

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

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

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

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

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

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

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

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

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

Revenues

Property Taxes

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

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

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

Specific Ownership Taxes

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

Interest Income

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

General Operations Fee

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

Expenditures

General and Administrative Expenditures

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

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

Expenditures – (continued)

Operations and Maintenance

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

Debt Service

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

Debt and Leases

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

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

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

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

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

Debt and Leases– (continued)

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

The District has no operating or capital leases.

Reserves

Emergency Reserve

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

Debt Service Reserve

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

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

This information is an integral part of the accompanying budget.

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

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

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

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

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

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

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

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

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

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

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

SOUTHLANDS METROPOLITAN DISTRICT # 1
Schedule of Cash Position
July 31, 2022
Updated as of September 26, 2022

	General Fund	Operations Fee Fund	Debt Service Fund	Capital Projects Fund	Total
<u>FirstBank - Checking Account</u>					
Balance as of 07/31/22	\$ 8,848.34	\$ 618,391.27	\$ -	-	\$ 627,239.61
Subsequent activities:					
08/01/22 - Interfund Transfer	(236,049.48)	-	-	236,049.48	-
08/03/22 - Aurora Water, EFT	-	(22,174.77)	-	-	(22,174.77)
08/04/22 - Transfer from CT	150,000.00	-	-	-	150,000.00
08/05/22 - Xcel, EFT	-	(3,626.34)	-	-	(3,626.34)
08/08/22 - Vouchers payable	-	(580.37)	-	-	(580.37)
08/08/22 - Vouchers payable	-	(104.99)	-	-	(104.99)
08/08/22 - Directors fees	(322.95)	-	-	-	(322.95)
08/09/22 - Vouchers payable	(13,485.87)	(56,712.82)	-	(555.93)	(70,754.62)
08/19/22 - Directors fees	(322.95)	-	-	-	(322.95)
08/23/22 - Vouchers payable	-	(2,053.75)	-	(1,802.50)	(3,856.25)
08/24/22 - Vouchers payable	-	(4,473.00)	-	-	(4,473.00)
08/24/22 - Transfer from CT	175,000.00	-	-	-	175,000.00
August GOF Deposit	-	20,834.03	-	-	20,834.03
09/01/22 - Aurora Water, EFT	-	(21,708.88)	-	-	(21,708.88)
09/06/22 - Vouchers payable	-	(104.99)	-	-	(104.99)
09/06/22 - Vouchers payable	-	(326.85)	-	-	(326.85)
09/07/22 - Vouchers payable	(49,478.79)	(81,126.29)	-	(233,691.05)	(364,296.13)
09/07/22 - Xcel, EFT	-	(3,673.48)	-	-	(3,673.48)
09/13/22 - Vouchers payable	-	(501.90)	-	-	(501.90)
09/15/22 - Voided Bill.com payments	-	36,282.66	-	233,225.00	269,507.66
09/20/22 - Vouchers payable	-	(36,282.66)	-	(233,225.00)	(269,507.66)
09/23/22 - Transfer from CT	150,000.00	-	-	-	150,000.00
September GOF Deposit	-	248,442.06	-	-	248,442.06
September Debit Card Purchase	-	(743.02)	-	-	(743.02)
Anticipated Interfund Transfer	(148,603.86)	-	-	148,603.86	-
Anticipated Aurora Water Xcel, EFT	-	(22,579.71)	-	-	(22,579.71)
Anticipated Xcel, EFT	-	(3,775.60)	-	-	(3,775.60)
Anticipated Vouchers payable	(20,688.86)	(124,484.65)	-	(148,603.86)	(293,777.37)
Anticipated Balance	14,895.58	538,915.95	-	-	553,811.53
<u>Colotrust</u>					
Balance as of 07/31/22	1,341,109.08	824,079.30	-	-	2,165,188.38
Subsequent activities:					
08/04/22 - Transfer to 1st Bank	(150,000.00)	-	-	-	(150,000.00)
08/10/22 - Tax distribution	2,494.97	-	14,113.28	-	16,608.25
08/24/22 - Transfer to A-1 Bond Fund	-	-	(12,769.84)	-	(12,769.84)
08/24/22 - Transfer to A-2 Bond Fund	-	-	(1,343.44)	-	(1,343.44)
08/31/22 - Transfer to 1st Bank	(175,000.00)	-	-	-	(175,000.00)
08/31/22 - Interest Income	2,358.81	1,445.73	-	-	3,804.54
09/10/22 - Tax distribution	3,800.02	-	21,392.47	-	25,192.49
09/23/22 - Transfer to 1st Bank	(150,000.00)	-	-	-	(150,000.00)
Anticipated Transfer to A-1 Bond Fund	-	-	(19,346.32)	-	(19,346.32)
Anticipated Transfer to A-2 Bond Fund	-	-	(2,046.15)	-	(2,046.15)
Anticipated Balance	874,762.88	825,525.03	-	-	1,700,287.91
<u>UMB - 2017 A-1 Bond Fund</u>					
Balance as of 07/31/22	-	-	2,040,551.37	-	2,040,551.37
Subsequent activities:					
08/24/22 - Transfer from CT	-	-	12,769.84	-	12,769.84
08/31/22 - Interest Income	-	-	1,897.26	-	1,897.26
Anticipated Transfer from CT	-	-	19,346.32	-	19,346.32
Anticipated Transfer from CT	-	-	-	-	-
Anticipated Balance	-	-	2,074,564.79	-	2,074,564.79
<u>UMB - 2017 A-1 Reserve Fund</u>					
Balance as of 07/31/22	-	-	1,687,625.00	-	1,687,625.00
Subsequent activities:					
08/31/22 - Interest Income	-	-	1,626.46	-	1,626.46
Anticipated Balance	-	-	1,689,251.46	-	1,689,251.46
<u>UMB - 2017 A-2 Bond Fund</u>					
Balance as of 07/31/22	-	-	357,310.69	-	357,310.69
Subsequent activities:					
08/24/22 - Transfer from CT	-	-	1,343.44	-	1,343.44
08/31/22 - Interest Income	-	-	339.58	-	339.58
Anticipated Transfer from CT	-	-	2,046.15	-	2,046.15
Anticipated Transfer from CT	-	-	-	-	-
Anticipated Balance	-	-	361,039.86	-	361,039.86
<u>UMB - 2017 A-2 Reserve Fund</u>					
Balance as of 07/31/22	-	-	149,750.00	-	149,750.00
Subsequent activities:					
08/31/22 - Interest Income	-	-	144.36	-	144.36
Anticipated Balance	-	-	149,894.36	-	149,894.36
Anticipated Balances	\$ 889,658.46	\$ 1,364,440.98	\$ 4,274,750.47	\$ -	\$ 6,528,849.91
<u>Current Yield - 08/31/22</u>					
Colotrust - 2.2488%					
UMB (Invested in Fidelity money market) - 0.01%					

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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	19.65	-	16,588.50	0.40	(0.30)	-	16,608.25	0.00%	98.08%	21,871.57	0.05%	98.80%
August	3,371.88	-	21,752.98	120.01	(52.38)	-	25,192.49	0.10%	98.18%	39,830.50	0.64%	99.44%
September	-	-	-	-	-	-	-	0.00%	98.18%	22,882.71	0.07%	99.51%
October	-	-	-	-	-	-	-	0.00%	98.18%	18,758.58	0.02%	99.53%
November	-	-	-	-	-	-	-	0.00%	98.18%	19,220.97	0.02%	99.55%
December	-	-	-	-	-	-	-	0.00%	98.18%	19,161.66	0.02%	99.57%
	\$ 3,319,805.69	\$ -	\$ 155,607.43	\$ (593.57)	\$ (49,985.92)	\$ -	\$ 3,424,833.63	98.18%	98.18%	\$ 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%	\$ 498,418.49	98.13%
Debt Service (2017 A-1)	2,500,561	76.19%	2,453,749.94	98.13%
Debt Service (2017 A-2)	273,499	8.33%	268,379.04	98.13%
Debt Only (2017 A-1)	99,258	100.00%	99,258.22	100.00%
	<u>\$ 3,381,245</u>		<u>\$ 3,319,805.69</u>	<u>98.18%</u>
Specific Ownership Tax				
General Fund	\$ 35,555	15.48%	\$ 23,434.12	65.90%
Debt Service (2017 A-1)	175,039	76.19%	115,367.99	65.90%
Debt Service (2017 A-2)	19,145	8.33%	12,618.38	65.90%
Debt Only (2017 A-1)	6,948	100.00%	4,186.94	60.30%
	<u>\$ 236,687</u>		<u>\$ 155,607.43</u>	<u>65.74%</u>
Treasurer's Fees				
General Fund	\$ (7,619)	15.48%	\$ (7,505.47)	98.50%
Debt Service (2017 A-1)	(37,508)	76.19%	(36,950.07)	98.50%
Debt Service (2017 A-2)	(4,102)	8.33%	(4,041.43)	98.50%
Debt Only (2017 A-1)	(1,490)	100.00%	(1,488.95)	99.90%
	<u>\$ (50,719)</u>		<u>\$ (49,985.92)</u>	<u>98.55%</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 LF	355,168	5.01%	\$ 8,786.27	8,786.27	8,786.27	8,786.27	8,786.27	8,786.27	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	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	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	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	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	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	951.56	951.56	951.56	951.56	951.56	951.56
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	1,151.15	1,151.15	1,151.15	1,151.15	1,151.15	1,151.15
GMRI - Olive Garden/Darder	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	1,975.01	1,975.01	1,975.01
GMRI - Red Lobster/Darder	77,186	1.09%	\$ 1,909.45	1,909.45	1,909.45	1,909.45	1,909.45	1,909.45	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	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	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	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	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	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	1,757.54	1,757.54	1,757.54	1,757.54	1,757.54	1,757.54
Jewelers/GNC/ Sprint/ LF-ε	43,457	0.61%	\$ 1,075.05	1,075.05	1,075.05	1,075.05	1,075.05	1,075.05	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	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	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	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	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	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	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	1,894.14	1,894.14	1,894.14	1,894.14	1,894.14	1,894.14
Marriott/Safar	142,112	2.01%	\$ 3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62	3,515.62
Service Street Auto Repair/Spaco of CC	40,498	0.57%	\$ 1,001.85	1,001.85	1,001.85	1,001.85	1,001.85	1,001.85	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	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	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	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	14,016.67	2,315.14	14,016.67	14,016.67	14,016.67	14,016.67
Wells Fargo	56,923	0.80%	\$ 1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18	1,408.18
Wong 444, Inc./KFC/Harman	51,864	0.73%	\$ 1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03	1,283.03
Monthly	7,084,143	100%	\$ 175,250.00	\$ 175,250.00	\$ 175,250.00	\$ 175,250.00	\$ 175,250.00	\$ 166,535.74	\$ 132,120.69	\$ 118,521.05	\$ 17,701.97	\$ 1,975.01	\$ 937.54	\$ -
Year-to-Date			\$ 175,250.00	\$ 350,500.00	\$ 525,750.00	\$ 701,000.00	\$ 867,535.74	\$ 999,656.43	\$ 1,118,177.48	\$ 1,135,879.45	\$ 1,137,854.46	\$ 1,138,792.00	\$ 1,138,792.00	\$ 1,138,792.00

AR - 111050	Unearned Revenue - 113141
Fitzsimons Credit Union	2,302.30
HV-1	1,742.89
Fresh Fund	2,551.71
Lazy Dog	184.59
Jewelers/GNC/ Sprint/ LF-ε	1,075.05
Mountain Del. LLC/ Colorado Del. LLC	1,453.08
Marriott/Safar	3,515.62
Village Inn	2,978.74
Vision Works/SLC	1,178.26
Wal-Mart	64,572.18
Wal-Mart/Sams Club	25,718.20
Wells Fargo	16.87
Wong 444, Inc./KFC/Harman	1,283.03
Discount Tire	0.07
GMRI - Olive Garden/Darder	4,887.56
GMRI - Red Lobster/Darder	1,799.30
Good Times	1,354.62
JC Penney	10,678.83
PF Changs	1,894.14
Total	\$ 108,572.52
Rounding	
GOF Revenue	\$ 1,226,750.00
Penalties	
Office Depot/ LEJ Properties	15.62
Wal-Mart	7,480.98
Wal-Mart/Sams Club	3,489.41
Chili's	94.70
Fitzsimons Credit Union	32.27
Fresh Fund	27.87
Village Inn	37.34
Marriott/Safar	67.73
Total	\$ 11,245.92

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LICENSE AGREEMENT
(Signage)

This **LICENSE AGREEMENT**, including any and all exhibits attached hereto (this “**License Agreement**”) is entered into as of this [redacted] day of [redacted], 202[redacted] (the “**Effective Date**”), by and between **SOUTHLANDS METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and [redacted] (the “**Licensee**”). The District and the Licensee are referred to in this agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The District is the owner of certain real property located in the City of Aurora, Arapahoe County, Colorado (the “**Property**”); and

B. Licensee desires to obtain a license to enter upon a portion of the Property for the purpose of constructing, installing, operating and maintaining the signage as shown and depicted in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Signage**”), at the locations on the Property as more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference (the “**Sign Locations**”).

C. The District is willing to grant a revocable license to the Licensee for the purpose of constructing, installing, operating and maintaining the Signage at the Sign Locations, subject to the terms and conditions specified in this License Agreement.

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

AGREEMENT

1. Grant of License. The District hereby grants a non-exclusive, revocable and temporary license (the “**License**”) to the Licensee for the purpose of constructing, installing, operating and maintaining the Signage at the Sign Locations, subject to the terms and conditions of this License Agreement. Licensee will not conduct or permit anyone to conduct any activities or install any improvements on the Property which deviate in any manner from Exhibits A and B without the prior written consent of the District.

2. License Fee. As consideration for the grant of the rights to Licensee under this License Agreement for the term hereof, Licensee agrees to pay the District a non-refundable license fee in the amount of [redacted] and NO/100 Dollars (\$ [redacted]) upon execution of this License Agreement.

3. Term. The term of the License shall commence upon the Effective Date and shall continue until midnight, [redacted], 20[redacted], unless earlier terminated as provided in this License Agreement. This License may be renewed by the mutual agreement of the Parties. If Licensee defaults under this License Agreement, as set forth in Section 17 below, the District may terminate

the License by providing written notice to Licensee of such termination. In the event the District terminates the License, Licensee expressly agrees to remove the Signage from the Property within twenty (20) days after the effective date of such termination and restore the Property to its original condition as promptly thereafter as is reasonably possible.

4. Limitations on the License. This License Agreement does not convey an interest in real property and Licensee hereby acknowledges the same. The License granted by this License Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. The District reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the Property provided that same shall not interfere unreasonably with the Signage.

5. Maintenance. Licensee shall be responsible for the operation and maintenance of all Signage installed by, through or under Licensee on the Property, at Licensee's sole cost and expense. Licensee understands and agrees that the District shall not be liable or responsible for any costs related to any damage, maintenance, repair or removal of any of the Signage placed or kept upon the Property by, through or under Licensee pursuant to this License. Licensee shall maintain the Signage in good condition and repair, and may not alter the colors, wording, structure or appearance of the Signage without the express written consent of the District. Licensee shall not allow posts, sign faces or vinyl work to become frayed, faded or out of plumb. The Licensee shall resolve any maintenance issue within ten (10) calendar days of receiving written notification from the District. If the Licensee fails to adequately repair or resolve any maintenance issue within the period set forth herein, the District may, in the District's sole discretion, either (i) undertake such repair at the sole expense of the Licensee or (ii) remove the Signage and restore the Property to its original condition at the sole expense of the Licensee.

6. Restoration of Property after Work. Licensee shall at the District's option, pay for or repair any damage done to the Property as a result of the construction or operation of the Signage. In addition, after any activity by Licensee on the Property, Licensee shall restore the surface of the Property by grading and compacting any irregularities, reseeding, and/or revegetation as required to restore the Property to its condition as existed immediately prior to the entry by Licensee, including settling. Licensee shall notify the District of commencement and completion of any work on the Property in order to allow the District an opportunity to inspect the Property and notify Licensee of any concerns relative to the use and restoration of the Property.

7. Insurance. Licensee shall purchase, maintain and require such insurance as shall protect Licensee and the District from claims, damage or liability which may in any way arise out of or be in any manner connected with the performance of this License Agreement, whether arising out of the act or failure to act of Licensee, the District, the direct or indirect delegee, appointee, or employee of either.

a. This insurance shall be as specified below, and, except for worker's compensation, and automobile, all insurance policies shall name the District as an additional insured:

i. Worker's Compensation as required by statute, and Employer's Liability Limit, in the amount of one million dollars (\$1,000,000);

ii. Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability coverage with combined single limits of not less than two million dollars (\$2,000,000);

iii. Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000);

iv. Licensee shall require its contractors to carry builder's risk insurance in an amount customarily carried by prudent contractors, and workers' compensation insurance for its employees in statutory limits;

v. The policies described herein shall be endorsed to show that the insurers waive subrogation against the District, its directors, officers, employees, and agents.

b. Certificates of Insurance acceptable to the District shall be submitted to the District prior to commencement of the construction of the Signage or any sooner entry on the Property by Licensee, its agents or contractors and use of the Property by Licensee. Notwithstanding the foregoing, Licensee has a continuing obligation to provide the insurance coverage described herein and none of the insurance required herein shall be canceled or allowed to lapse.

c. The insurance specified shall be minimum requirements and Licensee is responsible for providing any additional insurance deemed necessary to protect Licensee's interests from other hazards or claims in excess of the minimum coverage. The liability of Licensee is not limited to available insurance coverage.

8. Reservation of Rights. In granting this License, the District reserves the right to make full use of the Property as may be necessary or convenient, to the extent such use does not unreasonably interfere with the Signage and Licensee's rights under this License.

9. Indemnification. Licensee expressly agrees to indemnify and hold harmless the District and any of its officers, consultants or employees from and against any and all claims, damages, liability, court awards, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever, including costs and attorneys' fees, in connection with, arising out of, alleged to arise out of, resulting from, alleged to result from, or related to, in whole or in part, (1) this License Agreement; (2) any act or omission of Licensee, or any of Licensee's employees, agents, contractors, consultants or any of their invitees; (3) the presence of Licensee, or any of Licensee's employees, agents, contractors or consultants, or any of their invitees, in upon, at or about the Property or (4) the installation, maintenance, use, upkeep and/or repair of the Signage. This indemnification provision shall survive termination of this License Agreement.

10. Assignment. Licensee may not assign, transfer, mortgage or encumber this License Agreement or sublicense or permit occupancy or use of the Property, or any part thereof by any third party; nor shall any assignment or transfer of this License Agreement be effectuated by operation of law or otherwise (any of the foregoing being hereinafter referred to as an "Assignment"), without in each such case obtaining the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion. The consent by the District to any Assignment shall not be construed as a waiver or release of Licensee from the terms of

any covenant or obligation under this License Agreement. Any Assignment or attempted Assignment by Licensee without the District's consent will terminate the License and this License Agreement. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

11. Suitability of Property. Licensee is solely responsible for determining whether the Property is suitable for the Signage and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.

12. Risk of Loss. All materials, equipment, work, and installations of any nature brought upon or installed on the Property by or on behalf of Licensee shall be at the risk of Licensee. Neither the District nor any party acting on the District's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed on the Property and Licensee hereby releases the District from all claims arising out of loss, damage or destruction of such items.

13. Compliance with Laws. Licensee will complete installation of the Signage and shall conduct its activities on the Property in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations, rules, ordinances, and other requirements of governmental authorities ("Laws") and in compliance with all of the District's policies and procedures that are provided to Licensee. Licensee shall maintain and operate the Signage at its sole cost and expense and in compliance with all Laws.

14. Interference with District Facilities. If the District determines, in its sole and absolute discretion, that the Signage may interfere with the operation and maintenance of District facilities, as now or hereafter constructed, the District may terminate the license granted by this License Agreement, in whole or in part, by giving sixty (60) days' notice to Licensee. Following such notice, at its sole expense, Licensee will remove the Signage from the Property or any part thereof identified by the District within such sixty (60) day period. In the event that Licensee's use of the Property should, in the reasonable judgment of the District, constitute a hazard to District facilities or the general public, the District may require immediate removal, relocation, or modification of the Signage to eliminate such interference or hazard, and may suspend Licensee's right to use the Property under this License Agreement until such removal, relocation, or modification is completed. The District may, but is not obligated to, permit the relocation of the Signage to a different location on the Property in its sole and absolute discretion.

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

16. Notices. Any and all notices and demands given under this License Agreement shall be deemed to have been given and received on the earliest to occur of the following: (a) upon personal delivery to the referenced party; (b) three (3) days after deposit in the United States Mail, postage prepaid, first class mail, addressed to the applicable Party at the addresses listed below, or

at such other addresses as may be designated by any part by written notice from time to time, given in accordance herewith; or (c) confirmed email delivery of a PDF document.

District: Southlands Metropolitan District No. 1
c/o WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attention: Clint C. Waldron, Esq.
(303) 858-1800
cwaldron@wbapc.com

Licensee: _____

17. Default. If either Party fails to perform in accordance with the terms, covenants and conditions of this License Agreement, or is otherwise in default of any of the terms of this License Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address or number specified in Section 16 above, and the defaulting party shall have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10) day period and the defaulting party gives written notice to the non-defaulting party within such ten (10) day period that it is actively and diligently pursuing a cure, the defaulting party shall be given a reasonable period of time given the nature of the default to cure the default, provided that the defaulting party is at all times actively and diligently pursuing a cure. If any default under this License Agreement is not cured as described above, the non-defaulting party shall have, in addition to any other legal or equitable remedy (except for any right to pursue any consequential, punitive, special or similar damages, which are hereby waived by the Parties), the right to terminate the License and enforce the defaulting party's obligations under this License Agreement by an action for injunction or specific performance.

18. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this License Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Licensee, and nothing contained in this License Agreement shall give or allow any such claim or right of action by any other third party, whatsoever. It is the express intention of the Parties that any person other than the District or the Licensee receiving services or benefits under this License Agreement shall be deemed to be an incidental beneficiary only.

19. Integration. The Parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto. This License Agreement incorporates all agreements and stipulations between the District and Licensee

as to the Property and the Signage, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this License Agreement.

20. Governing Law and Venue. This License Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this License Agreement or for the enforcement of this License Agreement shall be in the appropriate court for Arapahoe County, Colorado.

21. No Waiver. No waiver of any of the provisions of this License Agreement shall be deemed to constitute a waiver of any other of the provisions of this License Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default be deemed a waiver of any subsequent default.

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

23. Negotiated Provisions. This License Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this License Agreement.

24. Construction. The language used in this License Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Party hereto. This License Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this License Agreement with representation by counsel and/or such other advisers as they have deemed appropriate.

25. Severability. If any portion of this License Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this License Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this License Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

[The remainder of this page intentionally left blank. Signature pages to follow.]

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

DISTRICT:

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

[Signature page 1 of 2 to License Agreement (Use of District Property for Signage)]

LICENSEE:

_____, a _____

Printed Name: _____

Title: _____

[Signature page 2 of 2 to License Agreement (Use of District Property for Signage)]

EXHIBIT A
(Signage)

EXHIBIT B
(Locations of Signage)



August 18, 2022

WORK ORDER #88224

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

Install 141 New Trees through out the Metro Ddistrict

Install 141 of the following Trees

47 each 2" Swamp white Oaks - \$886.77 each

47 each 2" Lindens - 737.12 each

47 each 2" Autumn Blaze Maple - 737.77 each

Sale	\$108,716.64
Sales Tax	\$0.00
Total	\$108,716.64

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

INCLUDED SERVICES	SALES TAX	TOTAL COST
Autumn Blaze Maple - 2" caliper -47 each	\$0.00	\$33,840.92
Swamp White Oak - 2" Caliper - 47 each	\$0.00	\$41,034.80
Linden - Greenspire - 2" caliper - 47 each	\$0.00	\$33,840.92

\$0.00 \$108,716.64

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 8/18/2022

**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.

COLLINS ENGINEERS INC.

August 19, 2022

Ann Finn
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Re: T&M Civil Engineering Services for Southlands Metropolitan District #1

Dear Ann,

We are pleased to submit our proposed Agreement for professional civil engineering services in connection with the Southlands Metropolitan District #1 located in Aurora, Colorado.

- A. "Services" will include providing engineering review, opinions and recommendations on an as-needed basis as directed by the district.
- B. "Services" will be provided for a time and materials not to exceed fee of \$10,000.
- C. Services will be provided on an hourly basis following the Schedule of Rates and Charges listed below.

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

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

- D. Non-labor expense including printing, plotting, deliveries and mileage is a reimbursable in addition to the fee stated and is not to exceed \$500 without prior approval.
- E. Other consultant or professional services provided by others but furnished by COLLINS under this Agreement will be billed at a multiple of 1.1 times amount billed to COLLINS.

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

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

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, 2 tech's, boom truck, Retrofit 169 pole lights to LED. Keep circuit at 480V, replacing with new transformer to retrofit fixture to 277V LED bulb.	169	80.00	13,520.00
Materials	169	250.00	42,250.00
-HID-27E26-840-BYP-PT-RAB -KTAT-70-480-277 -E27 2 Hole Mount 6" Leads-LH0422 -Aluminum mounting bracket -Fuesable link			
Note: This does not include new tear drop globes. If we need to replace wiring there will be additional cost at time and material.			
		Total	\$55,770.00

Customer Signature _____



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: _____



September 21, 2022
Michelle Gardner
SDMSI
141 Union Blvd #150
Lakewood, Co 80228
303-987-0835
mgardner@sdmsi.com

Re; Southland's mall Pond area

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

The pond area will require both WATER FLUSHING and FUMITOXIN.

Due to the location of this piece of property the signs for Fumitoxin will probably not be an issue as they have not been in the past.

The cartridges we have used in the past are no longer available. We must do Water flushing for any holes within 110 feet of a building. We will treat up to 10 minutes per hole with water flushing and if the prairie dog does not emerge, we will move to another hole and shovel this one. If it reopens then we will re-flush this hole next month only up to 15 minutes for that hole. Unfortunately, water flushing takes 10 times longer than the cartridges did

APCS cost

1. WATER FLUSHING and or FUMITOXIN at nighttime each night your cost will be \$4,000.00 retreatments will be required
2. APCS believes this will take 3 nights for the initial treatment. Then monthly treatments at 1 night to keep it under control

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

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

- This quote is being submitted with our current insurance in place at this time, any additional requested insurance will be an additional cost.
- All Prices Applicable For 30 (Thirty) Days From The Above Date

- APCS Carries General liability insurance of \$1,000,000 X \$2,000,000 and a \$2,000,000.00 umbrella
- Any Change In The Scope May Change The Agreed Contract Price
- All Changes Must Be In Writing And Approved By RONNIE PURCELLA WITH APCS Management

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

- ronnie.purcella@animal-pestcontrol.com to schedule this job.
- If you have any questions, please feel free to call, Ronnie @ 720-971-0995

Customer’s Signature _____ / _____ /2022
Date

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

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

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



September 21, 2022
Michelle Gardner
SDMSI
141 Union Blvd #150
303-987-0835
mgardner@sdmsi.com

Re: Southlands mall Aurora Parkway corridor

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

The following bid is with water flushing. Follow up treatments are required for complete eradication and signs are not required. We are sorry to report that Cartridges are no longer available and that's why we must do water flushing on this portion. If we used Fumitoxin the signs must be placed for two days and that defeats your purpose of secrecy.

When I inspected the area, I did find activity in the middle of this section

NIGHT TIME

Your cost per treatment \$2,000.00 if we do this site separately from the pond. If we treat this site at the same time as the pond this cost will be \$500.00 per hour not to exceed \$1,500.00 per follow up service after the initial treatment.

Temperatures will dictate when we can water flush because of freezing temperatures.

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

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

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

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

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

- ronnie.purcella@animal-pestcontrol.com to schedule this job.
- If you have any questions, please feel free to call, Ronnie @ 720-971-0995

Customer’s Signature _____ / _____ / **2022**
Date

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

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

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

**INDEPENDENT CONTRACTOR AGREEMENT
(RETAINING WALL REPAIR SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 9th day of September, 2022, by and between SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and INTEGRATED WALL SOLUTIONS, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 20 hereof; (ii) completion of the Services; or (iii) December 31, 2021. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will

be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

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

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

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

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

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

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

11. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without

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

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

13. **CONTRACTOR'S INSURANCE.**

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

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

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

14. CONFIDENTIALITY AND CONFLICTS.

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

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

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

15. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the

Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

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

17. INDEMNIFICATION.

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

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

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

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

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

20. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 21. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

21. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement,

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

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

District: Southlands Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, Colorado 80228
Attention: Ann Finn
Phone: (303) 987-0835
Email: afinn@sdmsi.com

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

Contractor: Integrated Wall Solutions, LLC

1150 W Littleton Blvd, Ste. 100
Littleton, CO 80120
Attention: Stephen Cordts
Phone: (720) 326-7744
Email: scordts@Integratedwallsolutions.com

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

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

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

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

27. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

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

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed

as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

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

29. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

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

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

32. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

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

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

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

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this

Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses and other consents required from all governmental authorities, utility companies and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all of the terms and conditions of all permits, licenses and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

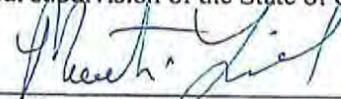
36. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption.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

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

[Signature pages follow].

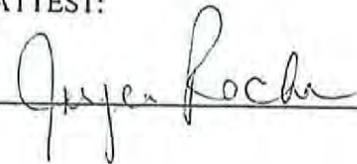
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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



Officer of the District

ATTEST:



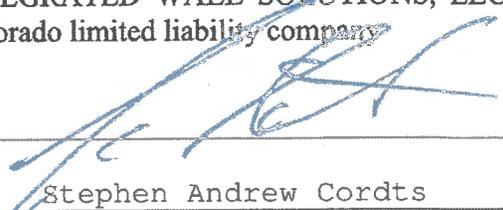
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Retaining Wall Repair
Services with Integrated Wall Solutions, LLC, dated September 9, 2022*

CONTRACTOR:
INTEGRATED WALL SOLUTIONS, LLC, a
Colorado limited liability company



Stephen Andrew Cordts
Printed Name
Manager of Preconstruction
Title

STATE OF COLORADO)
)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 14th day of September, 2022, by Stephen Andrew Cordts, as the Manager of Preconstruction of Integrated Wall Solutions, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11/03/2024



Notary Public

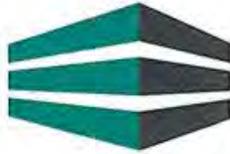
NANCY GUERRERO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124087633
My Commission Expires: November 03, 2024

Contractor's Signature Page to Independent Contractor Agreement for Retaining Wall Repair Services with Southlands Metropolitan District No. 1, dated September 9, 2022

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

PROPOSAL



**INTEGRATED WALL
SOLUTIONS**

1150 W. Littleton Blvd. Suite 100
Littleton, CO. 80120
(303) 656-8017 **Matt Davis
www.integratedwallsolutions.com

Attn: Ann Finn
District Manager
Southlands Metropolitan District No. 1
Date: 08.24.2022

Project: Southlands Wall Repair - #02
Estimate #: ****

Proposal generated utilizing the following documents:

- Site Visit ****Pricing Assumes 55' Long x 10' Tall = 550 Square Feet****

Description	Estimated Quantity	Unit	Unit Price	Total Price
Uninstall Remaining Wall & Haul Debris Off	1	LS	\$3,500.00	\$3,500.00

Description	Estimated Quantity	Unit	Unit Price	Total Price
Wall Materials (Block, Colloidal/Flow Fill Concrete, Clips, Straps, Etc.)	1	LS	\$36,522.07	\$36,522.07
Wall Labor	1	LS	\$14,085.16	\$14,085.16

Description	Estimated Quantity	Unit	Unit Price	Total Price
GROUND ENGINEERING (Testing & Inspection)	1	LS	\$ 4,800.00	\$4,800.00

TOTAL VALUE = \$58,907.23

INCLUSIONS:

- Installation of Mesa Block Wall (Cap cannot be found in exact color, may have slight deviation; block to match)
- 1" Galvanized 20-Gauge Steel Straps
 - With prescribed connection parts
- 4" Perforated "Unwrapped" HDPE Underdrain Pipe
- 4" Non-Perforated HDPE Pipe
- Flowwill to be placed below underdrain pipe
- Colloidal Concrete Backfill & Placed Within Block
 - Placed in 2' Lifts
- Filter Fabric Above Colloidal Concrete
- Includes Downtime for Colloidal Cure Time
- Includes Removal of All Damaged Materials, and Export to Local Waste Facility
- Ground Engineering – Testing, Inspections & Final Report
 - Additional Mobilizations = \$1,500.00
- Taxes.

EXCLUDED:

- Excavation, Grading, Earthwork, and/or Sloping Above Top of Wall and/or Below Bottom of Wall
- Importing/Exporting Onsite Material, and/or Spoils Haul-Off
- Survey
- Handrailing, Fencing, and/or Guardrails
- De-Watering, Winter Protection
- Shoring, bracing.
- Dust Control, Erosion Control, Traffic Control or Flagging
- Construction Water
- Damage Caused by Flooding, Sliding, or Acts of Others
- Prevailing Wages.
- ~~Permits, bonds or any additional fees.~~
 - ~~Can provide permit for retaining wall if requested.~~
- ~~Cost deductions associated with owner provided OCIP/WRAP insurance~~
- Textura Fees.

Site Access

Integrated Wall Solutions has assumed that the contractor will maintain clear, well drained, uninterrupted access ways and working platforms suitable for Integrated Wall Solutions equipment to move under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit Integrated Wall Solutions operations.

Notes:

- A global stability analysis has not been performed so the above pricing is based off project plans; final block, grid and backfill quantities will be based on final PE stamped Engineered drawings and will be billed at the unit prices above.
- ~~This Proposal is good for 60 Days from proposal date.~~
- ~~Any item not specifically included is excluded.~~
- ~~Any alteration or deviation from this proposal involving extra costs will be executed only upon written change orders.~~

Accepted by:

Stephen Cordts
(720) 326-7744
scordts@integratedwallsolutions.com

Integrated Wall Solutions

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

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

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

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Integrated Wall Solutions, LLC

is a

Limited Liability Company

formed or registered on 05/08/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171352177 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/12/2022 that have been posted, and by documents delivered to this office electronically through 09/13/2022 @ 13:55:13 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/13/2022 @ 13:55:13 in accordance with applicable law. This certificate is assigned Confirmation Number 14310654 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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

EXHIBIT E

CONTRACTOR RULES OF BUSINESS AND CONDUCT

METRO DISTRICT

CONTRACTOR RULES OF BUSINESS AND CONDUCT

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

EXHIBIT F

CONTRACTOR RULES AND REGULATIONS

RULES AND REGULATIONS

Contractor agrees as follows:

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

Statement of Account

SOUTMETR Southlands Metropolitan C
 Ann Finn
 SDMS
 141 Union Blfd #150
 Lakewood, CO 80228

Metco Landscape, LLC
 2200 Rifle Street
 Aurora, CO 80011
 (303)421-3100

Statement of Account as of 8/4/2022

Invoice	Description	Date	Charges	Credits	Retainage	Finance Charge
Non-Contract						
559422	Invoice	01/08/2021	252.00	-ice rink	-not District	
560206	Invoice	01/31/2021	336.00			
561276	Invoice	02/23/2021	13,586.82	-paid via wire		
564082	Invoice	03/31/2021	844.10			
SM206569	Invoice	12 MO Landscape Contr 08/01/2021	13,047.00	-paid via wire		
5697081	Invoice	09/30/2021	3,818.20			
5697415	Invoice	10/13/2021	5,700.00	-proposal / not invoice		
Non-Contract Totals:			37,584.12	0.00	0.00	0.00
Statement Totals:			37,584.12	0.00	0.00	0.00
Current	Over 30	Over 60	Over 90	Over 120	Outstanding Amount	Retainage Balance
0.00	0.00	0.00	0.00	37,584.12	37,584.12	0.00

METCO LANDSCAPE, LLC

2200 RIFLE STREET
 AURORA, CO 80011
 303-421-3100
 FAX: 303-421-1120

INVOICE

Invoice Date	Customer ID	Invoice ID
01-31-2021	SOUTMETR	560206
Community	Work Order	Work Date(s)
Southlands Metr		01-31-2021

To: Southlands Metropoltn Dstrct 1
 Ann Finn
 SDMS
 141 Union Blfd #150
 Lakewood, CO 80228

Job Location: Southlands Metro District 1
 S Aurora Pkwy & Smoky Hill Rd
 Aurora, CO 80016

Contact	Terms
	Due in 30 Days

Item	Description	Units	Unit of Measure	Unit Price	Amount
	Winter Water of Main Street - new plants 1/13/21 Metco Job: 18-10-325				336.00

	Amount Billed	\$336.00
	Total Tax	
	Retainage Held	
DATE DUE: 03-02-2021	Amount Due	\$336.00

METCO LANDSCAPE, LLC

2200 RIFLE STREET
 AURORA, CO 80011
 303-421-3100
 FAX: 303-421-1120

INVOICE

Invoice Date	Customer ID	Invoice ID
03-31-2021	SOUTMETR	564082
Community	Work Order	Work Date(s)
Southlands Metr		03-30-2021

To: Southlands Metropoltn Dstrct 1
 Ann Finn
 SDMS
 141 Union Blfd #150
 Lakewood, CO 80228

Job Location: Southlands Metro District 1
 S Aurora Pkwy & Smoky Hill Rd
 Aurora, CO 80016

Contact	Terms
	Due in 30 Days

Item	Description	Units	Unit of Measure	Unit Price	Amount
SOUTMETR	Metco Job: 18-10-325.				
	Snow Event 3/30/21- Invoice Total				844.10
	Total of Invoice = \$1,263.00				
	70% = \$884.10				

DATE DUE: 04-30-2021	Amount Billed	\$844.10
	Total Tax	
	Retainage Held	
	Amount Due	\$844.10



Work Order

TO:

Southlands Metro District 1

Ann Finn

SDMS

141 Union Bld #150

Lakewood, CO 80228

Job Location:

Southlands Metro District

S Aurora Pkwy & Smoky Hill Rd

Aurora, CO 80016

SOUTMETR 18-10-325

Snow Event 03/30/21

Depth: Trace to 2"

Total Snow Services

\$ 1,263.00

70% \$ 884.10

Approved By :	<i>Ken Rodocker</i>	TOTAL	\$ 884.10
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Invoice

Invoice Date	Customer ID.	Invoice ID
09/30/2021	SOUTMETR	5697081
Community	Work Order	Work Date(s)
Southlands Me		9/24/2021

Bill To: Southlands Metropolitan District 1
 Ann Finn
 SDMS
 141 Union Bldg #150
 Lakewood, CO 80228

LOCATION: Southlands Metro District 1
 S Aurora Pkwy & Smoky Hill Rd

Contact		Terms			
		Due on Receipt			
Item	Description	Units	UOM	Unit Price	Amount
	Install Backflow Cage				3,818.20
	Metco Job: 18-10-325				
<i>Hold for now</i>					
				Amount Billed	\$3,818.20
				Total Tax	0.00
				Retainage Held	0.00
DATE DUE: 10/30/2021				Amount Due	\$3,818.20



Invoice

Invoice Date	Customer ID.	Invoice ID
10/13/2021	SOUTMETR	5697415
Community	Work Order	Work Date(s)
Southlands Me		10/7/2021

Bill To: Southlands Metropolitan District 1
 Ann Finn
 SDMS
 141 Union Blvd #150
 Lakewood, CO 80228

LOCATION: Southlands Metro District 1
 S Aurora Pkwy & Smoky Hill Rd

Contact		Terms			
		Due on Receipt			
Item	Description	Units	UOM	Unit Price	Amount
	Irrigation Repairs Proposal Metco Job: 18-10-325				5,700.00
<p><i>Proposal Do not pay for Anyth not District Not charging</i></p>					
				Amount Billed	\$5,700.00
				Total Tax	0.00
				Retainage Held	0.00
DATE DUE: 11/12/2021				Amount Due	\$5,700.00



Irrigation Repair Proposal

Proposal By:	Angel Calderon
<i>Metco Landscape LLC</i>	
Proposal Date	October 7, 2021
Submitted To:	
Manager Name:	Robert Graham
Email Address:	rgraham@sdmsi.com
Phone Number:	
Send Invoice:	

Job Location	
Southlands Metro District No. 1	
S Aurora Pkwy & Smoky Hill Rd, Aurora, 80016	
Accounting Information	
Job #	18-10-325
AR Cust	SOUTMETR

Services: Irrigation Repairs

	Qty	Rate	Total
Stop and Waste Repair	1.00	\$5,700.00	\$5,700.00
Irrigation Repairs as follows: Stop and Waste dig Southlands by 6149 Central backflow Excavation of Stop and Waste bad flare from install Work includes parts, labor, Escavator, shore box and trash pump from water in hole. If certified plumber, permit or inspection of work is requested by property owner it will be an additional cost.			

Acceptance of proposal - I have read the terms stated herein, and I hereby accept them.

Client's Signature _____ Date _____ Total \$5,700.00

Metco Landscaping 2200 Rifle Street, Aurora, CO, 80011 Tel: (303) 421-3100

This proposal is valid for 60 days. After 60 days, pricing may need to be revised



ENVIRONMENTAL CONTRACTOR

5585 W. Airport Rd
Sedalia, Colorado 80135

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

To: M&JWILKOW	Contact: Quincy Hudspeth
Address: 6155 S Main Street Suite 260 Aurora, CO 80016	Phone: (303) 627-5405
	Fax:
Project Name: Southlands 1 Town Center 2022-2023 Snow Removal	Bid Number:
Project Location: Smokey Hill And Aurora Pkwy, Aurora, CO	Bid Date: 9/15/2022
Addendum #: 0	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Town Center				
Town Center Per Event 2" To 5"	1.00	EACH	\$20,187.00	\$20,187.00
Town Center Per Event 5" To 8"	1.00	EACH	\$37,547.00	\$37,547.00
Town Center Ice Melt Application Sidewalks	1.00	EACH	\$630.00	\$630.00
Time And Material				
4x4 Pickup With Plow	1.00	HR	\$106.00	\$106.00
Sand Truck	1.00	HR	\$106.00	\$106.00
ATV With Plow	1.00	HR	\$77.00	\$77.00
Zero-Turn With Plow	1.00	HR	\$105.00	\$105.00
Skidsteer With Plow	1.00	HR	\$121.00	\$121.00
Loader	1.00	HR	\$215.00	\$215.00
Snow Blower	1.00	HR	\$60.00	\$60.00
Dump Truck	1.00	HR	\$137.50	\$137.50
Tractor With Plow	1.00	HR	\$145.00	\$145.00
Laborer	1.00	HR	\$52.00	\$52.00
Snow Captain Site Supervision	1.00	HR	\$60.00	\$60.00
Ice Slicer (Granular) Purchased And Applied	1.00	TON	\$385.00	\$385.00
Ice Melt	1.00	BAG	\$66.00	\$66.00

Notes:

- Time and material will be billed for all work below 2" accumulation, over 8" accumulation or as directed by owner/management.
- The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay contractor for time and materials utilized by the contractor. Items listed above include the operator fee in the hourly rate.

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

Payment Terms:

Payment due 30 days from invoice.

<p>ACCEPTED:</p> <p>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:</p> <p>Consolidated Divisions, Inc Db a CDI Environmental Contractors</p> <p>Authorized Signature: _____</p> <p>Estimator: Jamie Salisbury 303.241.1853 jamies@cdi-services.com</p>
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August 18, 2022

WORK ORDER #84958.3

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	\$23,980.00
Sales Tax	\$0.00
Total	\$23,980.00

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

INCLUDED SERVICES	SALES TAX	TOTAL COST
Convert from Tan Breeze to 1 1/2" Granite	\$0.00	\$23,980.00
Change order to convert island on Smoky Hill to more 1 1/2" Granite along the outside of the edging and Tan Breeze inside the edging.		
	\$0.00	\$23,980.00

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 8/18/2022

**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.



**Notice of Substantial Completion
Southlands No 1 Median Improvements**

Date: September 8, 2022

Project: Southlands No 1 Median Improvements

Present: Ann Finn, SDMSI
Patrick Atkinson, Keesen Landscape Management
Shane Chisholm, Keesen Landscape Management
Chris Hooper, Keesen Landscape Management
Lesanne Dominguez, Architerra Group

Date Issued: September 12, 2022

A substantial completion walk-through was conducted at the Southlands No 1 Median project sites on Thursday, September 8, 2022. The following punch list was created:

1. Sweep and compact all crusher fines into place. Where slope exists in the median, create a small trench on the downhill side to prevent further slippage/migration of the crusher fines onto the paved area.
2. Replace plant material as shown on the attached diagrams.

The site was found to be Substantially Complete on September 8, 2022. A Final Completion walk-through will be scheduled as soon as all punch-list items are completed. Per the contract, the warranty period began on September 8, 2022, and will end on September 8, 2023. A warranty walk-through will be conducted as the end of the warranty approaches. As of the date of Substantial Completion, the owner is responsible for regular maintenance of the site. Keesen shall review the site and notify the Owner of any concerns regarding maintenance during the warranty period.

cc: All present
Clint Waldron, WBATW
Martin Liles, M & J Wilkow

SOUTHLANDS NO. 1 MEDIAN IMPROVEMENTS

SOUTHLANDS METROPOLITAN DISTRICT NO.1

Substantial Completion Walkthrough
09-08-22

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ACCURACY OF BASE INFORMATION AND CONDITIONS IN THE FIELD. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR'S BID SHALL BE BASED ON ACTUAL SITE CONDITIONS.
2. SITE SURVEY INFORMATION: EXISTING FEATURE LINEWORK WAS GENERATED USING AN AERIAL IMAGE. THEREFORE, BASEMAPS ARE APPROXIMATE AND MAY REQUIRE MINOR FIELD ADJUSTMENT. COORDINATE WITH THE OWNERS REPRESENTATIVE PRIOR TO ANY MODIFICATIONS.
3. LOCATIONS OF UTILITIES ARE NOT AVAILABLE. CONTRACTOR SHALL FIELD LOCATE, INCLUDING BURY DEPTHS OF ALL UTILITIES ON SITE. EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. DAMAGED UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL MAINTAIN THROUGH TRAFFIC ON ALL ROADWAYS AT ALL TIMES, VIA FLAGGING IF NECESSARY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY EXISTING PAVEMENT MARKINGS, SIGNING, TRAFFIC SIGNAL, CONDUIT, OR OTHER TRAFFIC CONTROL DEVICES THAT MAY BE DAMAGED DURING CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES AND SIGNS MUST REMAIN VISIBLE TO MOTORISTS AT ALL TIMES DURING CONSTRUCTION.
6. CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN. SEE SPECIFICATIONS FOR GUIDELINES.
7. THE SIDEWALKS SURROUNDING THE PROJECT SITES WILL REMAIN OPEN TO THE PUBLIC THROUGHOUT CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFETY AND SECURITY OF THE SITE DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO FLAGGING, BARRIERS AND TEMPORARY FENCING.
8. ALL FINISHED GRADES OF LANDSCAPE AREAS AND PAVEMENT SHALL ABUT EXISTING CURBS, PAVEMENT, ETC., IN BOTH LINE AND GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES.
9. THE CONTRACTOR AND REPRESENTATIVES OF THE WORKFORCE MUST PROTECT ALL PROPERTY BOUNDARY CORNERS AND NEARBY RANGE POINTS LOCATED IN THE STREETS. IF DESTROYED OR DAMAGED, THE CONTRACTOR MUST RESET AND/OR REPLACE.



VICINITY MAP

SCALE: NTS

SHEET INDEX

- L-1 ISLAND #1
EXISTING CONDITIONS AND DEMOLITION PLAN
- L-2 ISLAND #1
MATERIALS AND PLANTING PLAN
- L-3 ISLAND #2
EXISTING CONDITIONS, DEMOLITION, MATERIALS, & PLANTING PLAN
- L-4 ISLAND #3
EXISTING CONDITIONS AND DEMOLITION PLAN
- L-5 ISLAND #3
MATERIALS AND PLANTING PLAN
- L-6 ISLAND #4
EXISTING CONDITIONS AND DEMOLITION PLAN
- L-7 ISLAND #4
MATERIALS AND PLANTING PLAN
- L-8 ISLAND #5
EXISTING CONDITIONS, DEMOLITION, MATERIALS, & PLANTING PLAN
- L-9 ISLAND #6, 7, & 8
EXISTING CONDITIONS AND DEMOLITION PLAN
- L-10 ISLAND #6, 7, & 8
MATERIALS AND PLANTING PLAN
- L-11 ISLAND #9
EXISTING CONDITIONS AND DEMOLITION PLAN
- L-12 ISLAND #9
MATERIALS AND PLANTING PLAN
- D-1 DETAILS

OWNER:

SOUTHLANDS METROPOLITAN
DISTRICT NO. 1
1805 Shea Center Dr Suite 100
Highlands Ranch, CO
80129-2252

LANDSCAPE ARCHITECT



Architerra Group
5881 S. DeFrame St.
Littleton, CO 80127
303.948.0766

100% BID DOCUMENTS
MARCH 11, 2022

SUBMITTALS:
2022 CONSTRUCTION SET - 7/13/21
2022 CONSTRUCTION SET - 9/11/22

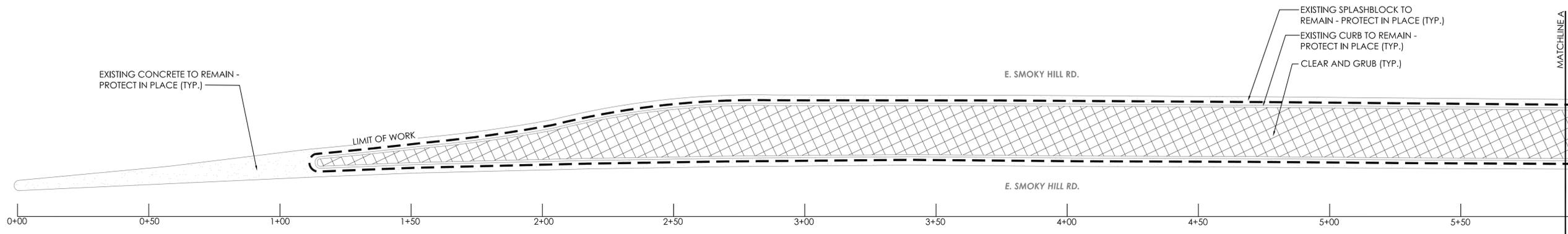
ARCHITERRA GROUP
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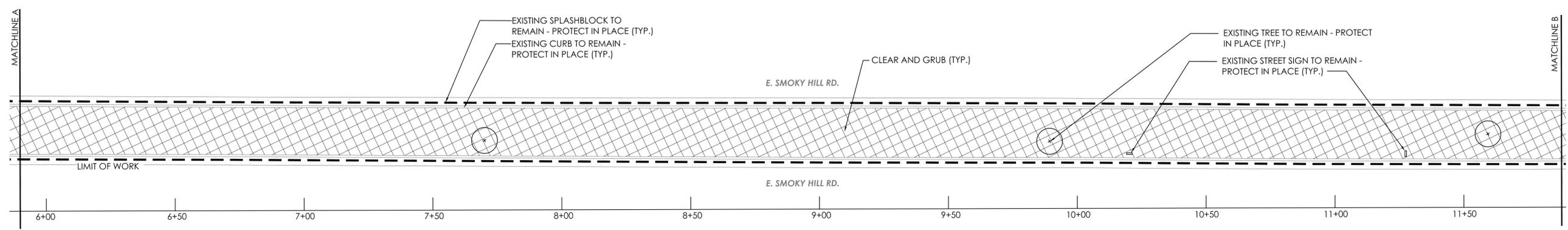
PROJECT # 2010 DRAWN BY: CEB DATE: 7/27/22 CHKD BY: LD

COVER SHEET

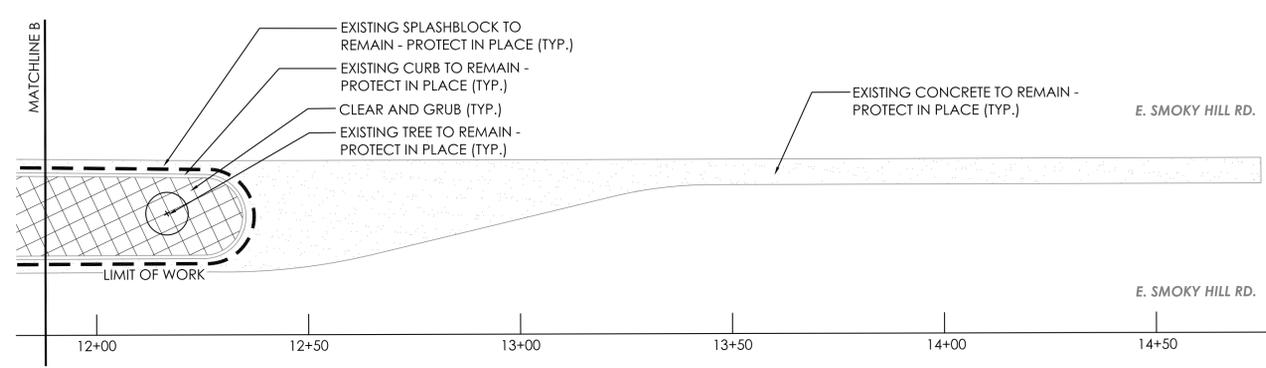
SOUTHLANDS NO. 1 PLANTING IMPROVEMENTS
AURORA, COLORADO



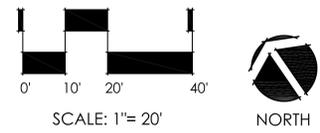
ISLAND 1 - E. SMOKY HILL RD.



ISLAND 1 - E. SMOKY HILL RD.



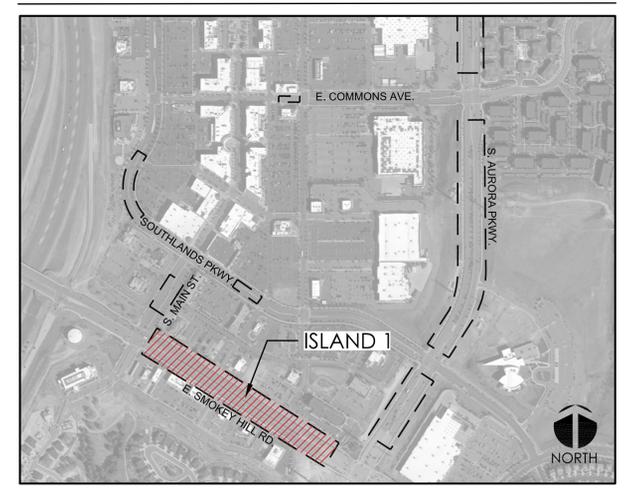
ISLAND 1 - E. SMOKY HILL RD.



LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB

VICINITY MAP



DEMOLITION NOTES:

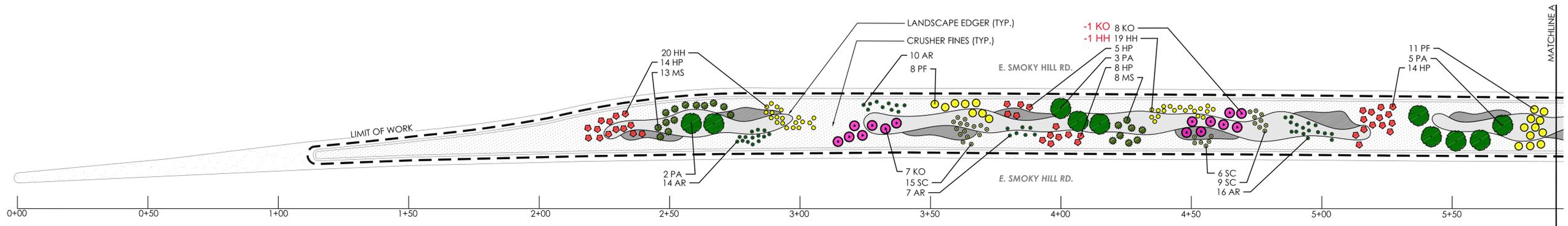
1. ALL TREES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. CLEAR AND GRUB SHALL INCLUDE THE REMOVAL OF ALL PLANTS, SOD, GROUND COVER, AND WOOD OR ROCK MULCH.
3. CONTRACTOR TO COORDINATE WITH OWNERS REPRESENTATIVE FOR LIMITS OF WORK/LIMITS OF REMOVAL.
4. ALL WORK WITHIN THE DRIPLINES OF TREES TO REMAIN SHALL BE COMPLETED WITH HAND TOOLS.
5. IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR IS RESPONSIBLE TO SALVAGE ANY IRRIGATION ITEMS THAT WILL BE RE-USED.
6. ALL TRAFFIC SIGNS SHALL REMAIN IN PLACE AND VISIBLE TO MOTORISTS AT ALL TIMES THROUGHOUT CONSTRUCTION.

EROSION CONTROL NOTES:

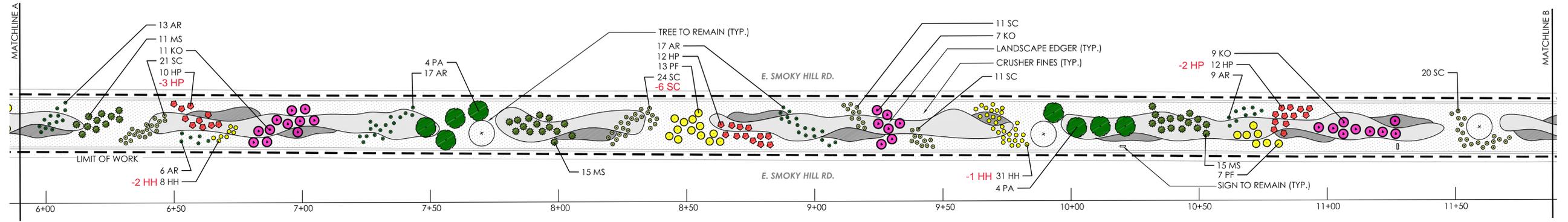
1. CONTRACTOR SHALL COORDINATE LOCATION AND TYPE OF EROSION CONTROL MEASURES WITH THE OWNERS REPRESENTATIVE. FOR THE PURPOSE OF BIDDING, ASSUME 3 INLET PROTECTION AND SILT FENCE OR EROSION CONTROL LOG INSTALLED ALONG THE ENTIRE CURB LINE AT EACH MEDIAN ISLAND.
2. STAGING AREAS WILL BE PROVIDED IN THE SOUTHLANDS SHOPPING CENTER PARKING LOT. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE. CONTRACTOR SHALL RESTORE STAGING AREA TO PRECONSTRUCTION CONDITION UPON COMPLETION OF WORK.
3. ALL EROSION CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF CITY OF AURORA.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

SUBMITTALS:
 SIZE CONSTRUCTION SET 1/8"=1'-0"
 DATE 07/17/22
 ARCHITERRA GROUP
 8881 South Delaware Street
 Aurora, CO 80016
 303.948.0744 Fax 303.948.0977
 www.architerragroup.com
 PROJECT # 2210 DRAWN BY: CEB DATE 2/23/22 CHK BY: JLD

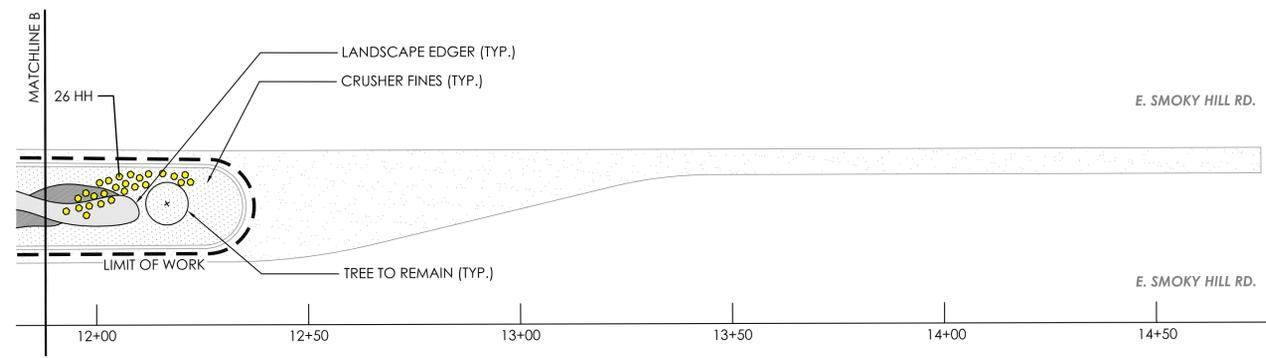
ISLAND #1
 EXISTING CONDITIONS AND DEMOLITION PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO
 SHEET:
 L-1



ISLAND 1 - E. SMOKY HILL RD.



ISLAND 1 - E. SMOKY HILL RD.



ISLAND 1 - E. SMOKY HILL RD.

LEGEND

- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN

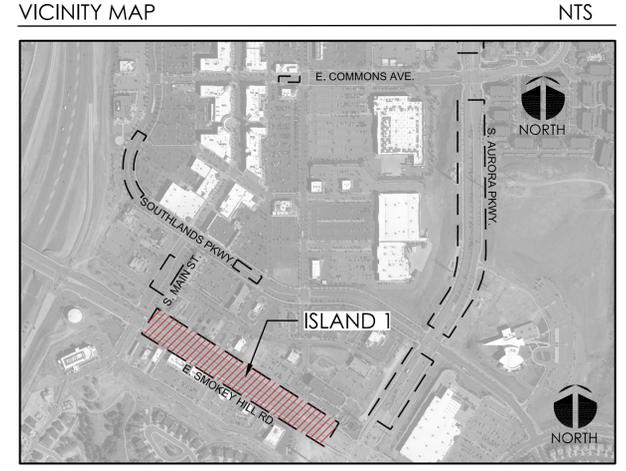
SCALE: 1"= 20'

NORTH

PLANT LIST - ISLAND #1						
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
104	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILY	#1	CONT.	
75	HP	HESPERALOE PARVIFLORA	TEXAS RED YUCCA	#1	CONT.	
GROUND COVER						
109	AR	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	#1	CONT.	
ORNAMENTAL GRASSES						
62	MS	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS	#5	CONT.	
117	SC	SCHIZACHYARIUM SCORPARIUM	LITTLE BLUESTEM	#5	CONT.	
DECIDUOUS SHRUBS						
39	PF	POTENTILLA FRUITICOSA 'GOLD DROP'	SHRUB POTENTILLA 'GOLD DROP'	#5	CONT.	
42	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	
18	PA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	#5	CONT.	

- IRRIGATION NOTES:**
- IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR SHALL PROVIDE DESIGN DRAWINGS FOR REVIEW BY OWNERS REPRESENTATIVE.
 - ALL TREE/SHRUB/PERENNIAL PLANTING BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.
- PLANTING NOTES:**
- SEE PLANTING DETAILS ON SHEET D-1.
 - COORDINATE LAYOUT OF ALL PLANTING IMPROVEMENTS WITH OWNER'S REPRESENTATIVE. PRIOR TO PLANTING, OWNER'S REPRESENTATIVE SHALL REVIEW AND APPROVE LAYOUT OF LANDSCAPE EDGER. CONTRACTOR SHALL LAY POTTED PLANTS ON SITE AT PROPOSED PLANTING LOCATIONS FOR REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PLANTING.

- GRADING AND MATERIALS NOTES:**
- THE INTENT IS TO MAINTAIN THE EXISTING GRADES ALONG THE MEDIANS. ENSURE 2% MINIMUM SLOPE TO DRAIN TOWARDS THE CURBS.
 - THE SURFACE OF CRUSHER FINES PAVEMENT SHALL MEET THE TOP OF THE ADJACENT CONCRETE CURB.
 - CRUSHER FINES SHALL BE INSTALLED 4" THICK. COMPACT SUBGRADE TO 95% IN AREAS WITHOUT PROPOSED LANDSCAPING. DO NOT COMPACT AREAS WITHIN THE DRIP LINES OF EXISTING TREES OR PROPOSED PLANTS.
 - INSTALL WYOMING RED ROCK AND BLACK GRANITE ROCK MULCH TO A DEPTH OF 3".
 - OBTAIN APPROVAL OF LANDSCAPE EDGER LAYOUT PRIOR TO INSTALLING PLANTS, MULCH, OR CRUSHER FINES.



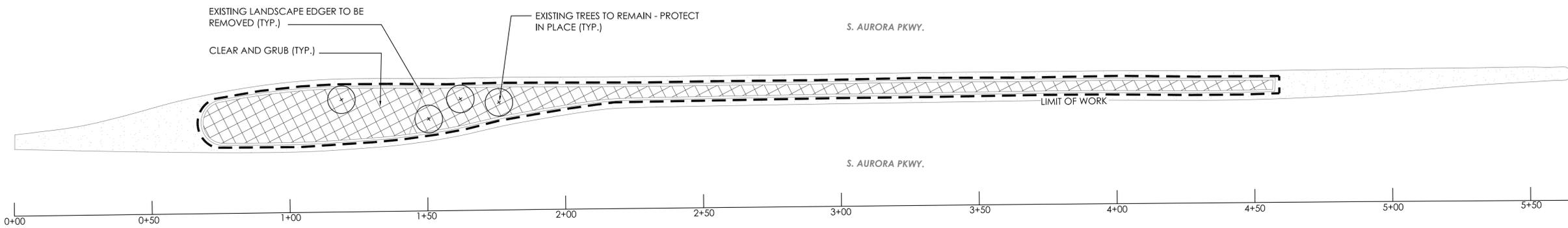
SUBMITTALS:
 2024 CONSTRUCTION SET - 2/13/24
 2024 CONSTRUCTION SET - 3/11/24

ARCHITERRA GROUP
 8881 South Delaware Street
 Littleton, CO 80120
 303.948.0744 | Fax 948.0977
 www.architerragroup.com

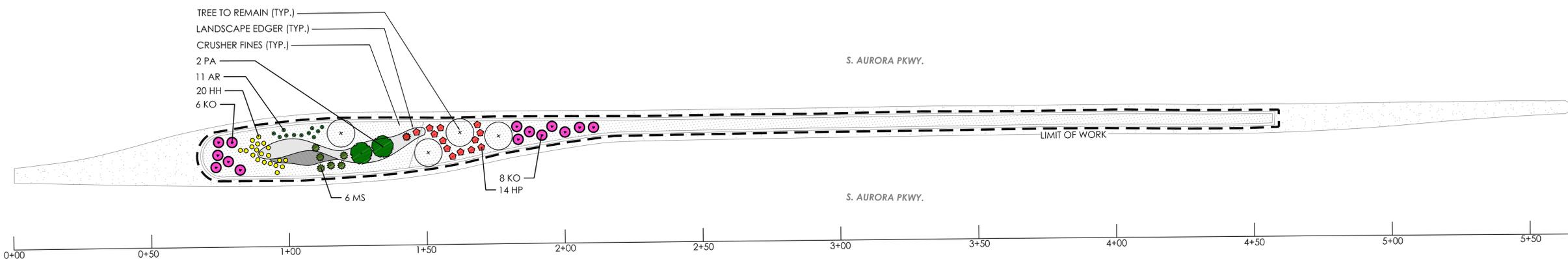
PROJECT # 2024 - DRAWN BY: CEB, DATE: 3/11/24, CHD BY: LD

ISLAND #1
 MATERIALS AND PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

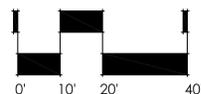
SHEET:
 L-2



ISLAND 2 - S. AURORA PKWY.



ISLAND 2 - S. AURORA PKWY.



SCALE: 1" = 20'

LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB
- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN

DEMOLITION NOTES:

1. ALL TREES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. CLEAR AND GRUB SHALL INCLUDE THE REMOVAL OF ALL PLANTS, SOD, GROUND COVER, AND WOOD OR ROCK MULCH.
3. CONTRACTOR TO COORDINATE WITH OWNERS REPRESENTATIVE FOR LIMITS OF WORK/LIMITS OF REMOVAL.
4. ALL WORK WITHIN THE DRIPLINES OF TREES TO REMAIN SHALL BE COMPLETED WITH HAND TOOLS.
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6. ALL TRAFFIC SIGNS SHALL REMAIN IN PLACE AND VISIBLE TO MOTORISTS AT ALL TIMES THROUGHOUT CONSTRUCTION.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL COORDINATE LOCATION AND TYPE OF EROSION CONTROL MEASURES WITH THE OWNERS REPRESENTATIVE. FOR THE PURPOSE OF BIDDING, ASSUME 3 INLET PROTECTION AND SILT FENCE OR EROSION CONTROL LOG INSTALLED ALONG THE ENTIRE CURB LINE AT EACH MEDIAN ISLAND.
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3. ALL EROSION CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF CITY OF AURORA.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

IRRIGATION NOTES:

1. IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR SHALL PROVIDE DESIGN DRAWINGS FOR REVIEW BY OWNERS REPRESENTATIVE.
2. ALL TREE/SHRUB/PERENNIAL PLANTING BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.

PLANTING NOTES:

1. SEE PLANTING DETAILS ON SHEET D-1.
2. COORDINATE LAYOUT OF ALL PLANTING IMPROVEMENTS WITH OWNER'S REPRESENTATIVE. PRIOR TO PLANTING, OWNER'S REPRESENTATIVE SHALL REVIEW AND APPROVE LAYOUT OF LANDSCAPE EDGER. CONTRACTOR SHALL LAY POTTED PLANTS ON SITE AT PROPOSED PLANTING LOCATIONS FOR REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PLANTING.

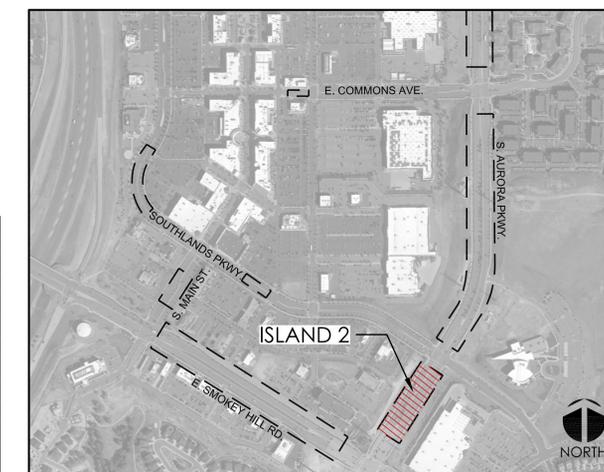
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5. OBTAIN APPROVAL OF LANDSCAPE EDGER LAYOUT PRIOR TO INSTALLING PLANTS, MULCH, OR CRUSHER FINES.

PLANT LIST - ISLAND #2

QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
20	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILY	#1	CONT.	
14	HP	HESPERALOE PARVIFLORA	TEXAS RED YUCCA	#1	CONT.	
GROUND COVER						
11	AR	ARCTOSTAPHYLOS UVA-URSI	KINNIKINICK	#1	CONT.	
ORNAMENTAL GRASSES						
6	MS	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS	#5	CONT.	
DECIDUOUS SHRUBS						
14	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	
2	PA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	#5	CONT.	

VICINITY MAP



SUBMITTALS:
 SIZE CONSTRUCTION SET 7/13/21
 LOD CONSTRUCTION SET 8/11/22

ARCHITERRA GROUP
 8881 South Delaware Avenue
 Suite 200
 Aurora, CO 80016
 303.948.0744 Fax 948.0977
 www.architerragroup.com

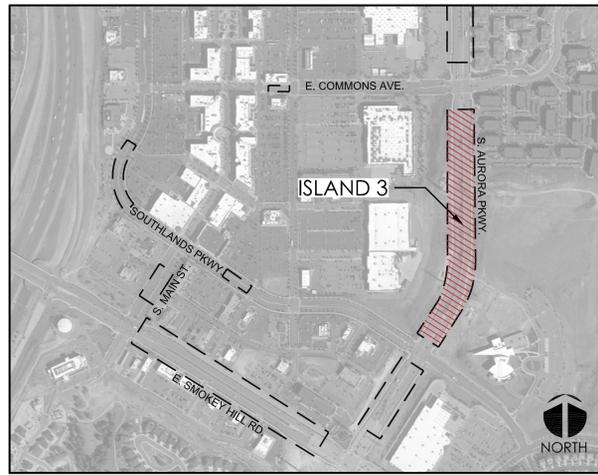
PROJECT # 2110 DRAWN BY: CEB DATE: 3/10/22 CHK BY: LD

ISLAND #2
 EXISTING CONDITIONS, DEMOLITION, MATERIALS, & PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
 L-3

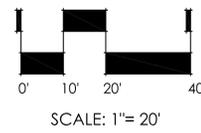
VICINITY MAP

NTS



LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB

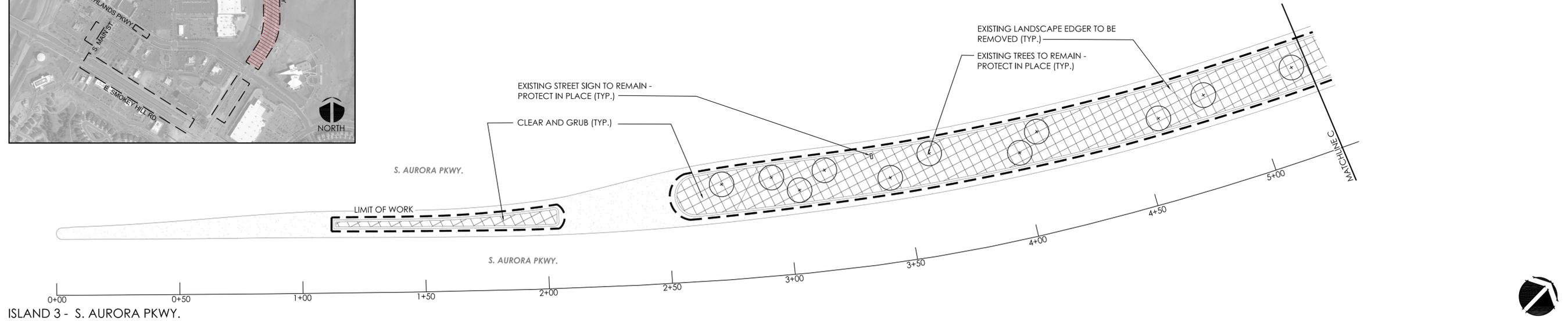


DEMOLITION NOTES:

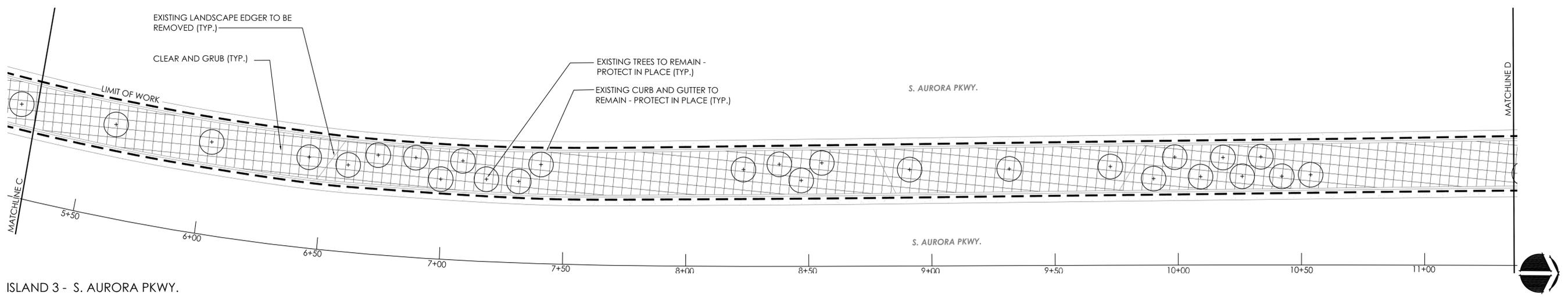
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EROSION CONTROL NOTES:

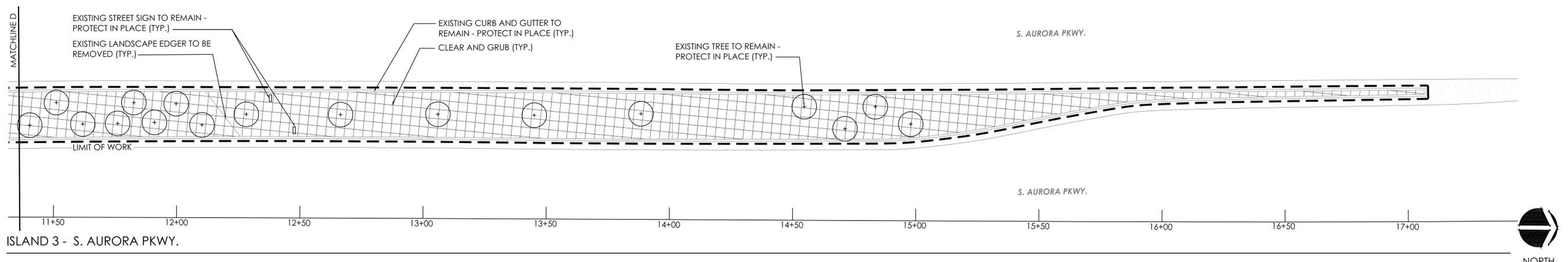
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ISLAND 3 - S. AURORA PKWY.



ISLAND 3 - S. AURORA PKWY.



ISLAND 3 - S. AURORA PKWY.

SUBMITTALS:
 2024 CONSTRUCTION SET - 2/13/24
 LODGE CONSTRUCTION SET - 3/11/24

ARCHITERRA GROUP
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 Littleton, CO 80120
 303.948.0744 Fax 303.948.0977
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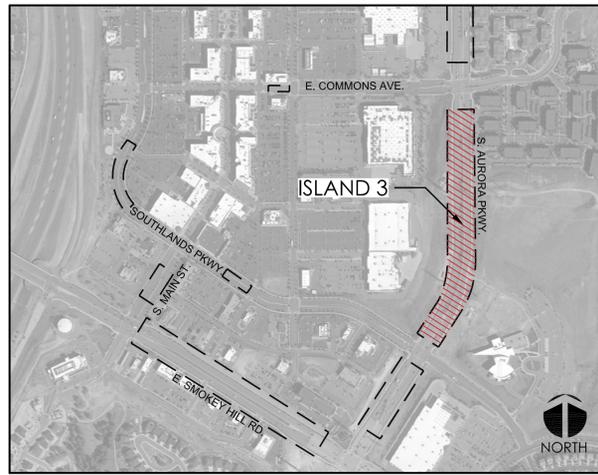
PROJECT # 2024 - DRWN BY: CEB DATE: 3/10/24 - CHD BY: LD

ISLAND #3
 EXISTING CONDITIONS AND DEMOLITION PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
L-4

VICINITY MAP

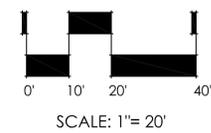
NTS



PLANT LIST - ISLAND #3						
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
99	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILY	#1	CONT.	●
107	HP	HESPERALOE PARVIFLORA	TEXAS RED YUCCA	#1	CONT.	●
GROUND COVER						
65	AR	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	#1	CONT.	●
ORNAMENTAL GRASSES						
73	MS	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS	#5	CONT.	●
137	SC	SCHIZACHYARIUM SCORPARIUM	LITTLE BLUESTEM	#5	CONT.	●
DECIDUOUS SHRUBS						
51	PF	POTENTILLA FRUTICOSA 'GOLD DROP'	SHRUB POTENTILLA 'GOLD DROP'	#5	CONT.	●
64	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	●
17	PA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	#5	CONT.	●

LEGEND

- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN



IRRIGATION NOTES:

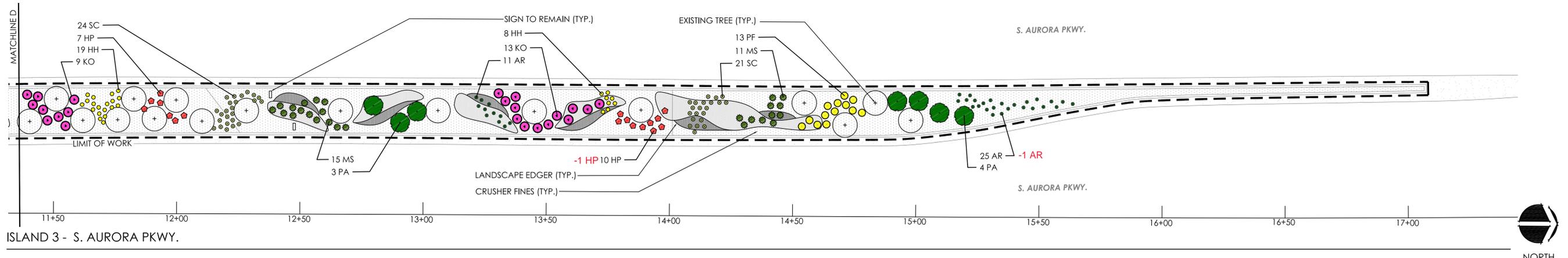
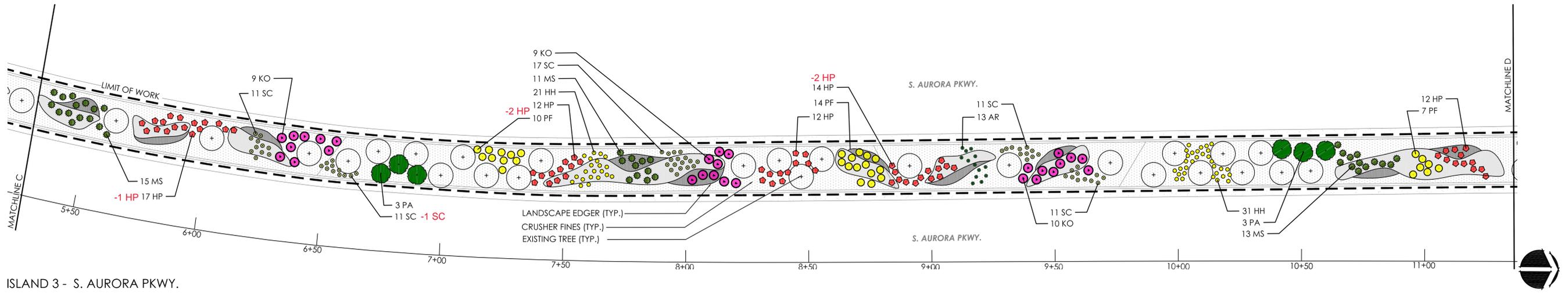
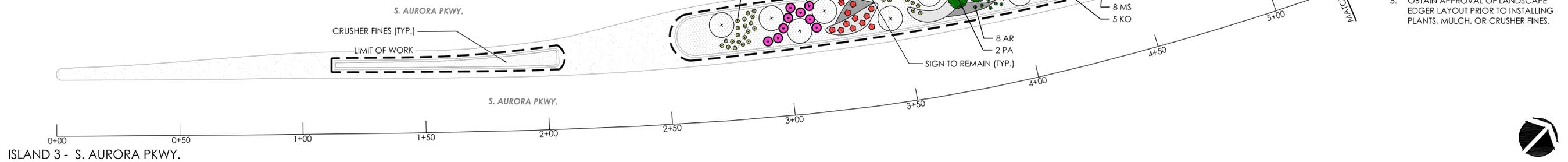
- IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR SHALL PROVIDE DESIGN DRAWINGS FOR REVIEW BY OWNERS REPRESENTATIVE.
- ALL TREE/SHRUB/PERENNIAL PLANTING BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.

PLANTING NOTES:

- SEE PLANTING DETAILS ON SHEET D-1.
- COORDINATE LAYOUT OF ALL PLANTING IMPROVEMENTS WITH OWNER'S REPRESENTATIVE. PRIOR TO PLANTING, OWNER'S REPRESENTATIVE SHALL REVIEW AND APPROVE LAYOUT OF LANDSCAPE EDGER. CONTRACTOR SHALL LAY POTTED PLANTS ON SITE AT PROPOSED PLANTING LOCATIONS FOR REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PLANTING.

GRADING AND MATERIALS NOTES:

- THE INTENT IS TO MAINTAIN THE EXISTING GRADES ALONG THE MEDIANS. ENSURE 2% MINIMUM SLOPE TO DRAIN TOWARDS THE CURBS.
- THE SURFACE OF CRUSHER FINES PAVEMENT SHALL MEET THE TOP OF THE ADJACENT CONCRETE CURB. CRUSHER FINES SHALL BE INSTALLED 4" THICK. COMPACT SUBGRADE TO 95% IN AREAS WITHOUT PROPOSED LANDSCAPING. DO NOT COMPACT AREAS WITHIN THE DRIPLINES OF EXISTING TREES OR PROPOSED PLANTS.
- INSTALL WYOMING RED ROCK AND BLACK GRANITE ROCK MULCH TO A DEPTH OF 3".
- OBTAIN APPROVAL OF LANDSCAPE EDGER LAYOUT PRIOR TO INSTALLING PLANTS, MULCH, OR CRUSHER FINES.



SUBMITTALS:
 50% CONSTRUCTION SET - 7/13/21
 100% CONSTRUCTION SET - 9/11/22

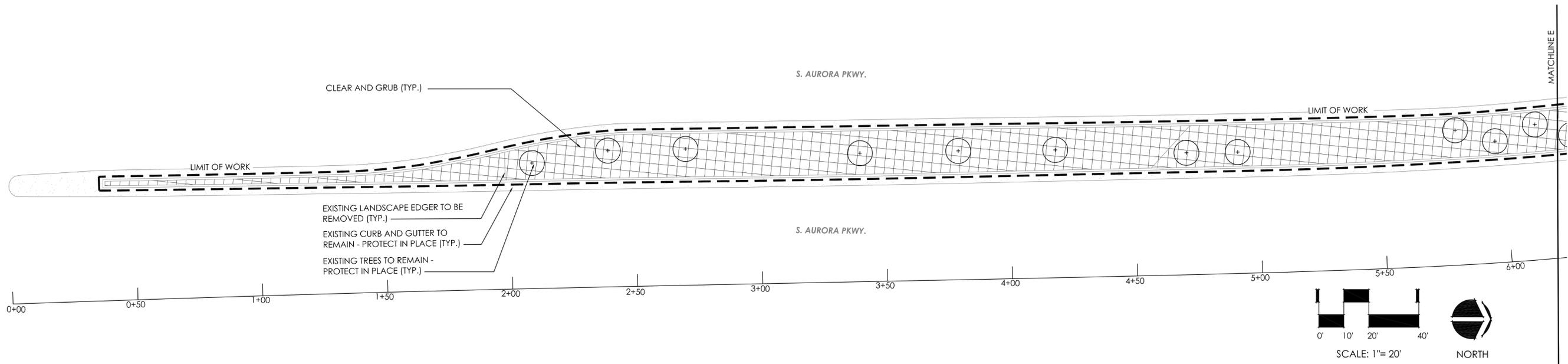


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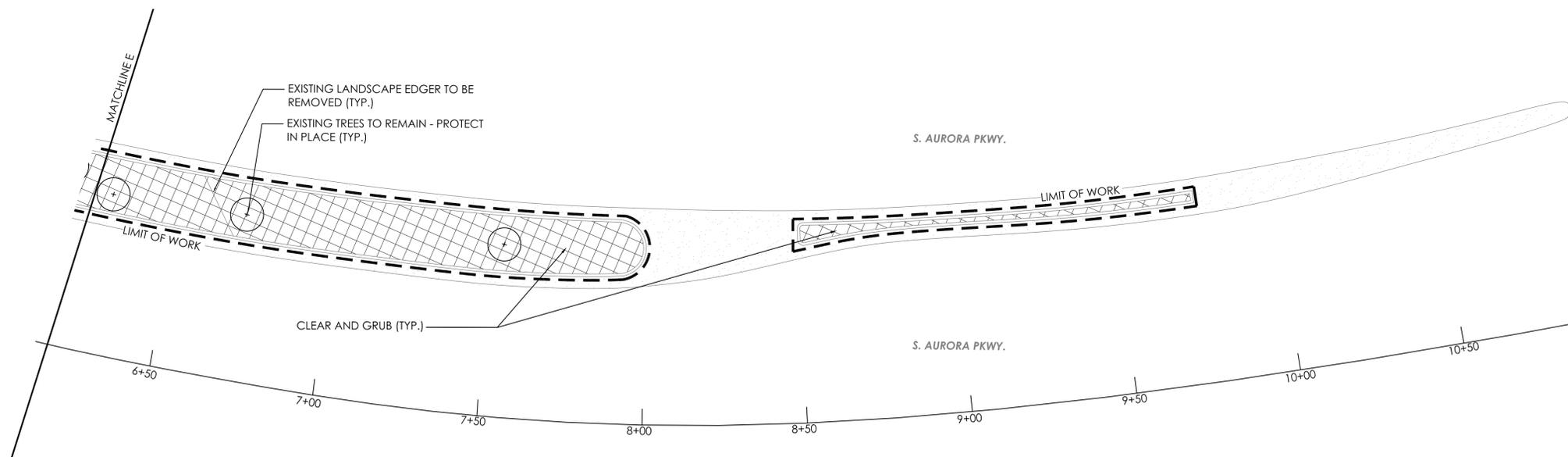
PROJECT # 2010 DRAWN BY: CEB DATE: 3/10/22 CHD BY: LD

ISLAND #3
 MATERIALS AND PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
L-5



ISLAND 4 - S. AURORA PKWY.



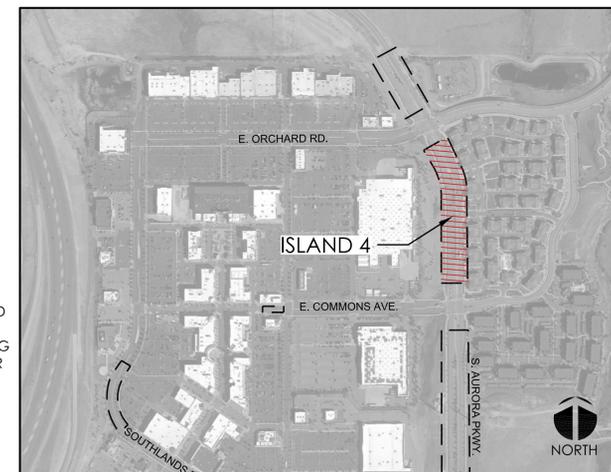
ISLAND 4 - S. AURORA PKWY.

LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB

VICINITY MAP

NTS



DEMOLITION NOTES:

1. ALL TREES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. CLEAR AND GRUB SHALL INCLUDE THE REMOVAL OF ALL PLANTS, SOD, GROUND COVER, AND WOOD OR ROCK MULCH.
3. CONTRACTOR TO COORDINATE WITH OWNERS REPRESENTATIVE FOR LIMITS OF WORK/LIMITS OF REMOVAL.
4. ALL WORK WITHIN THE DRIPLINES OF TREES TO REMAIN SHALL BE COMPLETED WITH HAND TOOLS.
5. IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR IS RESPONSIBLE TO SALVAGE ANY IRRIGATION ITEMS THAT WILL BE RE-USED.
6. ALL TRAFFIC SIGNS SHALL REMAIN IN PLACE AND VISIBLE TO MOTORISTS AT ALL TIMES THROUGHOUT CONSTRUCTION.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL COORDINATE LOCATION AND TYPE OF EROSION CONTROL MEASURES WITH THE OWNERS REPRESENTATIVE. FOR THE PURPOSE OF BIDDING, ASSUME 3 INLET PROTECTION AND SILT FENCE OR EROSION CONTROL LOG INSTALLED ALONG THE ENTIRE CURB LINE AT EACH MEDIAN ISLAND.
2. STAGING AREAS WILL BE PROVIDED IN THE SOUTHLANDS SHOPPING CENTER PARKING LOT. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE. CONTRACTOR SHALL RESTORE STAGING AREA TO PRECONSTRUCTION CONDITION UPON COMPLETION OF WORK.
3. ALL EROSION CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF CITY OF AURORA.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

SUBMITTALS:
 2024 CONSTRUCTION SET - 2/13/24
 2024 CONSTRUCTION SET - 3/11/24

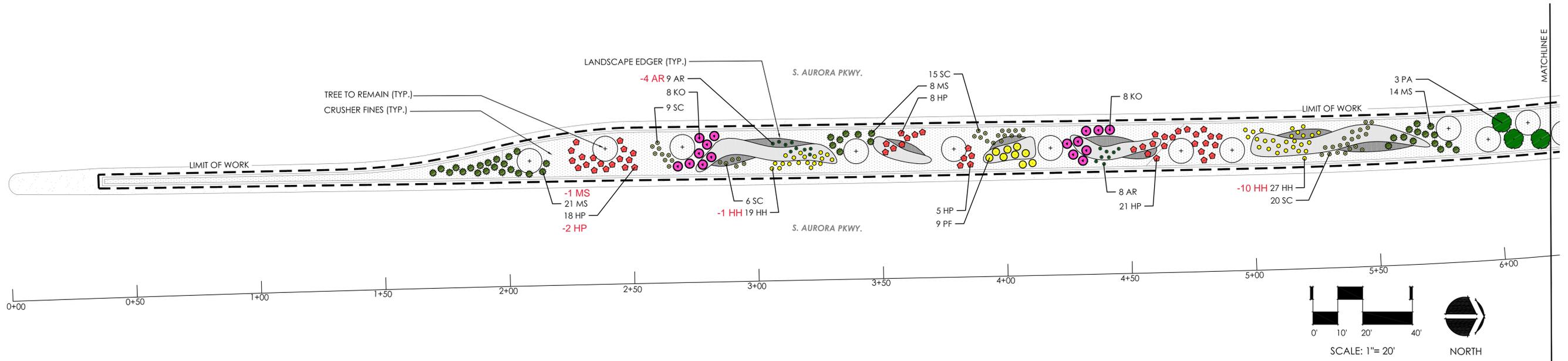
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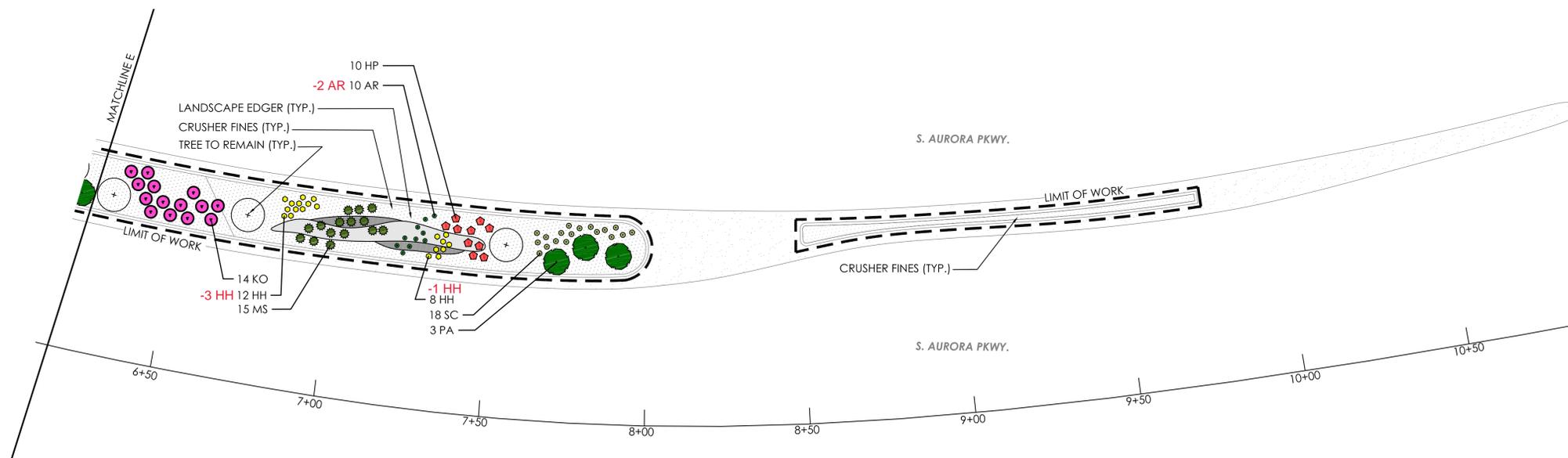
PROJECT # 2024 DRAWN BY: CEB DATE: 2/13/24 CHK BY: JLD

ISLAND #4
 EXISTING CONDITIONS AND DEMOLITION PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
 L-6



EXTERIOR SECTION 8 - S. AURORA PKWY.



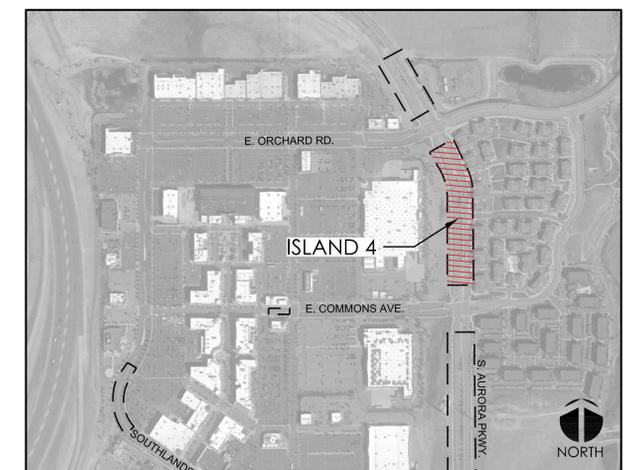
EXTERIOR SECTION 9 - S. AURORA PKWY.

LEGEND

- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN

VICINITY MAP

NTS



IRRIGATION NOTES:

1. IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR SHALL PROVIDE DESIGN DRAWINGS FOR REVIEW BY OWNERS REPRESENTATIVE.
2. ALL TREE/SHRUB/PERENNIAL PLANTING BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.

PLANTING NOTES:

1. SEE PLANTING DETAILS ON SHEET D-1.
2. COORDINATE LAYOUT OF ALL PLANTING IMPROVEMENTS WITH OWNER'S REPRESENTATIVE. PRIOR TO PLANTING, OWNER'S REPRESENTATIVE SHALL REVIEW AND APPROVE LAYOUT OF LANDSCAPE EDGER. CONTRACTOR SHALL LAY POTTED PLANTS ON SITE AT PROPOSED PLANTING LOCATIONS FOR REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PLANTING.

GRADING AND MATERIALS NOTES:

1. THE INTENT IS TO MAINTAIN THE EXISTING GRADES ALONG THE MEDIANS. ENSURE 2% MINIMUM SLOPE TO DRAIN TOWARDS THE CURBS.
2. THE SURFACE OF CRUSHER FINES PAVEMENT SHALL MEET THE TOP OF THE ADJACENT CONCRETE CURB.
3. CRUSHER FINES SHALL BE INSTALLED 4" THICK. COMPACT SUBGRADE TO 95% IN AREAS WITHOUT PROPOSED LANDSCAPING. DO NOT COMPACT AREAS WITHIN THE DRIP LINES OF EXISTING TREES OR PROPOSED PLANTS.
4. INSTALL WYOMING RED ROCK AND BLACK GRANITE ROCK MULCH TO A DEPTH OF 3".
5. OBTAIN APPROVAL OF LANDSCAPE EDGER LAYOUT PRIOR TO INSTALLING PLANTS, MULCH, OR CRUSHER FINES.

PLANT LIST - ISLAND #4

QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
66	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILY	#1	CONT.	
62	HP	HESPERALOE PARVIFLORA	TEXAS RED YUCCA	#1	CONT.	
GROUND COVER						
27	AR	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	#1	CONT.	
ORNAMENTAL GRASSES						
58	MS	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS	#5	CONT.	
68	SC	SCHIZACHYARIUM SCORPARIUM	LITTLE BLUESTEM	#5	CONT.	
DECIDUOUS SHRUBS						
9	PF	POTENTILLA FRUTICOSA 'GOLD DROP'	SHRUB POTENTILLA 'GOLD DROP'	#5	CONT.	
30	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	
6	PA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	#5	CONT.	

SUBMITTALS:
 2024 CONSTRUCTION SET - 2/13/24
 2024 CONSTRUCTION SET - 3/11/24

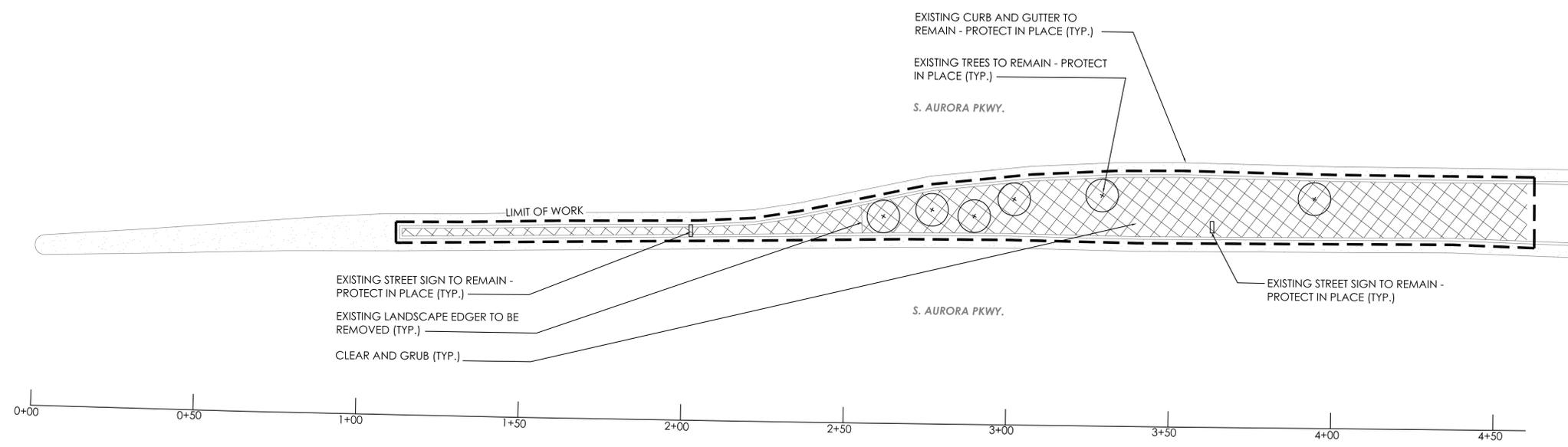
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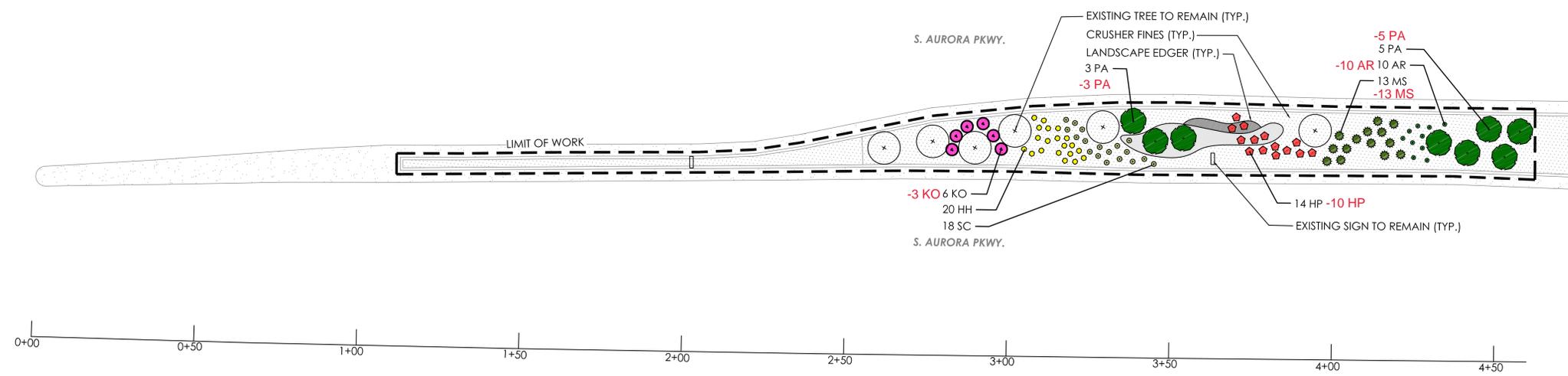
PROJECT # 2024 DRAWN BY: CEB DATE: 3/10/24 CHKD BY: LJD

ISLAND #4
 MATERIALS AND PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

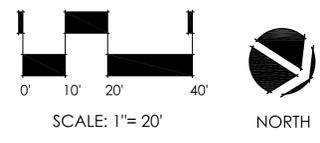
SHEET:
 L-7



ISLAND 5 - S. AURORA PKWY.



ISLAND 5 - S. AURORA PKWY.



PLANT LIST - ISLAND #5						
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
20	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILY	#1	CONT.	●
14	HP	HESPERALOE PARVIFLORA	TEXAS RED YUCCA	#1	CONT.	●
GROUND COVER						
10	AR	ARCTOSTAPHYLOS UVA-URSI	KINNIKINICK	#1	CONT.	●
ORNAMENTAL GRASSES						
13	MS	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS	#5	CONT.	●
18	SC	SCHIZACHYRIUM SCORPARIUM	LITTLE BLUESTEM	#5	CONT.	●
DECIDUOUS SHRUBS						
6	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	●
8	PA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	#5	CONT.	●

- DEMOLITION NOTES:**
1. ALL TREES SHALL REMAIN AND BE PROTECTED IN PLACE.
 2. CLEAR AND GRUB SHALL INCLUDE THE REMOVAL OF ALL PLANTS, SOD, GROUND COVER, AND WOOD OR ROCK MULCH.
 3. CONTRACTOR TO COORDINATE WITH OWNERS REPRESENTATIVE FOR LIMITS OF WORK/LIMITS OF REMOVAL.
 4. ALL WORK WITHIN THE DRIPLENS OF TREES TO REMAIN SHALL BE COMPLETED WITH HAND TOOLS.
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1. CONTRACTOR SHALL COORDINATE LOCATION AND TYPE OF EROSION CONTROL MEASURES WITH THE OWNERS REPRESENTATIVE. FOR THE PURPOSE OF BIDDING, ASSUME 3 INLET PROTECTION AND SILT FENCE OR EROSION CONTROL LOG INSTALLED ALONG THE ENTIRE CURB LINE AT EACH MEDIAN ISLAND.
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- IRRIGATION NOTES:**
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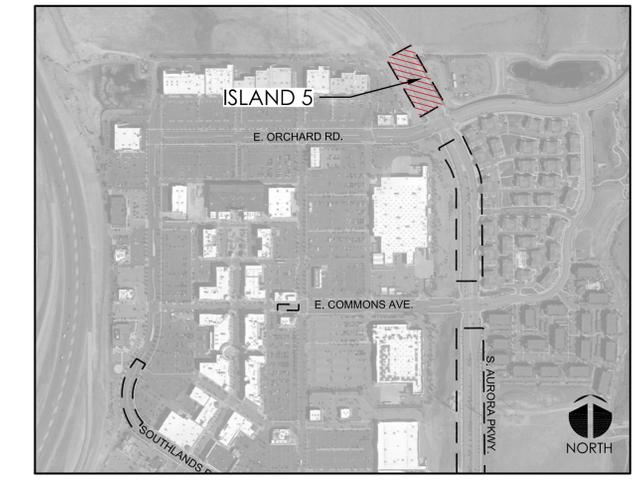
- PLANTING NOTES:**
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 2. THE SURFACE OF CRUSHER FINES PAVEMENT SHALL MEET THE TOP OF THE ADJACENT CONCRETE CURB.
 3. CRUSHER FINES SHALL BE INSTALLED 4" THICK. COMPACT SUBGRADE TO 95% IN AREAS WITHOUT PROPOSED LANDSCAPING. DO NOT COMPACT AREAS WITHIN THE DRIPLENS OF EXISTING TREES OR PROPOSED PLANTS.
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LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB
- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN

VICINITY MAP

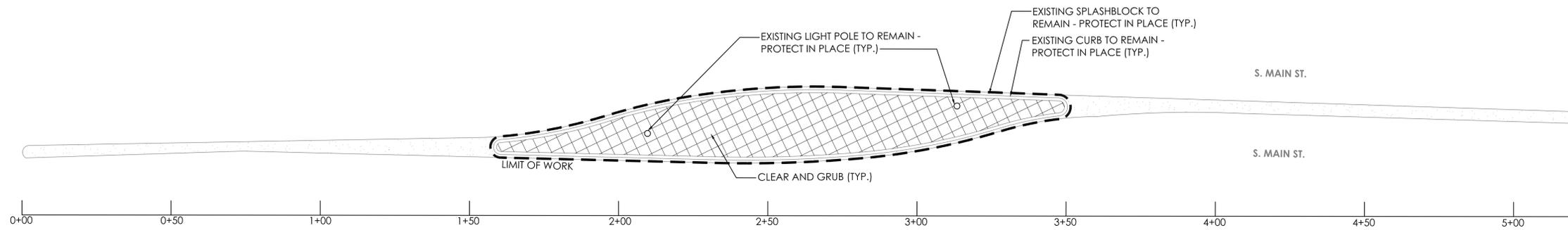


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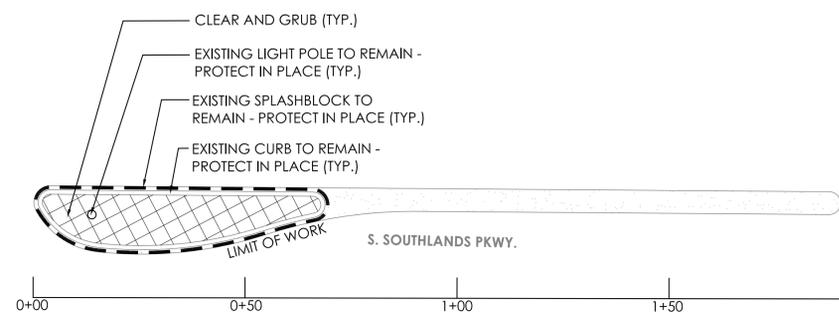
PROJECT # 2010 DRAWN BY: CEB DATE: 3/10/22 CHD BY: LD

ISLAND #5
 EXISTING CONDITIONS, DEMOLITION, MATERIALS & PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

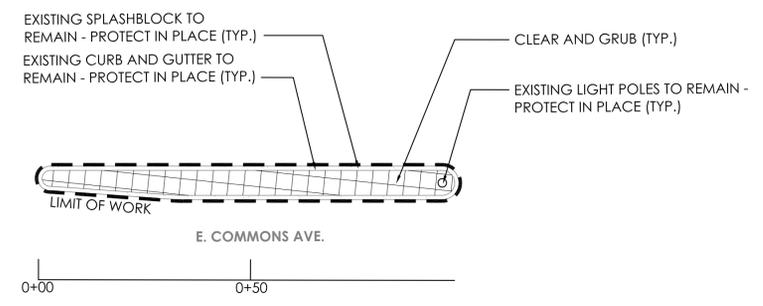
SHEET:
L-8



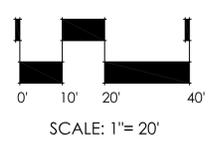
ISLAND 6 - S. MAIN ST.



ISLAND 7 - S. SOUTHLANDS PKWY.



ISLAND 8 - E. COMMONS AVE.



DEMOLITION NOTES:

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EROSION CONTROL NOTES:

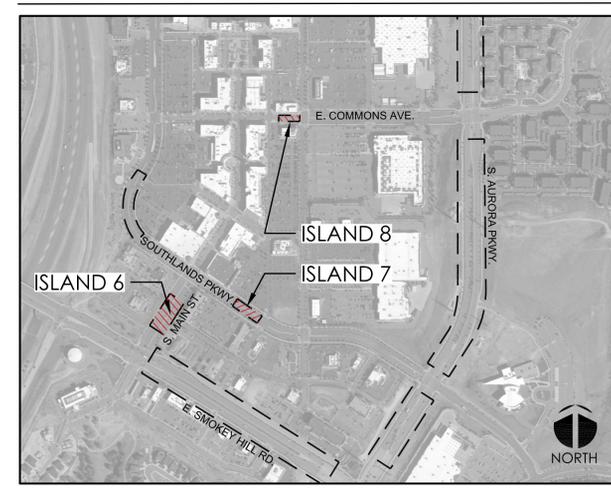
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LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB

VICINITY MAP

NTS



SUBMITTALS:

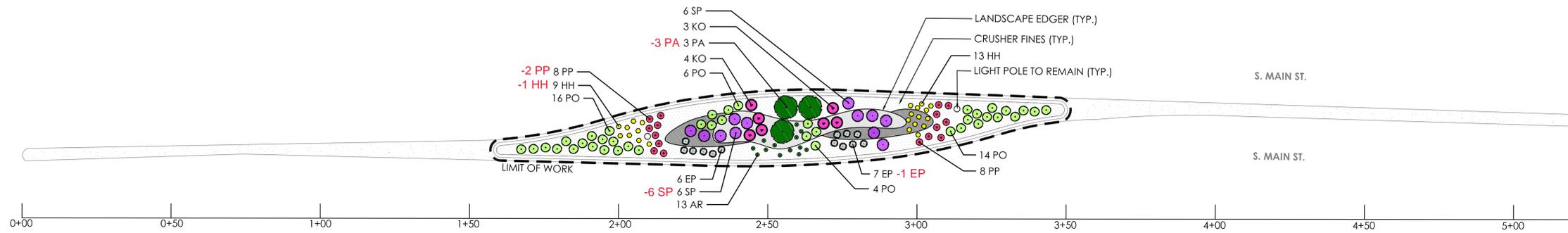
SIZE CONSTRUCTION SET	7/13/21
DATE CONSTRUCTION SET	9/11/22

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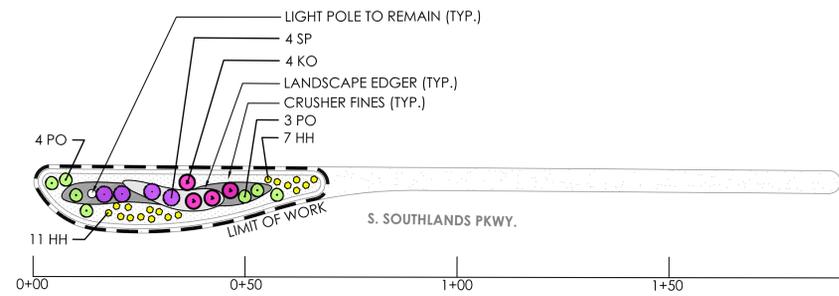
PROJECT # 2210 DRAWN BY: CEB DATE: 3/10/22 CHK BY: LD

ISLAND #6, 7, & 8
 EXISTING CONDITIONS AND DEMOLITION PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
L-9



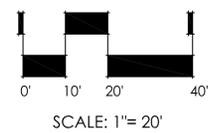
ISLAND 6 - S. MAIN ST.



ISLAND 7 - S. SOUTHLANDS PKWY.



ISLAND 8 - E. COMMONS AVE.



IRRIGATION NOTES:

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2. ALL TREE/SHRUB/PERENNIAL PLANTING BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.

PLANTING NOTES:

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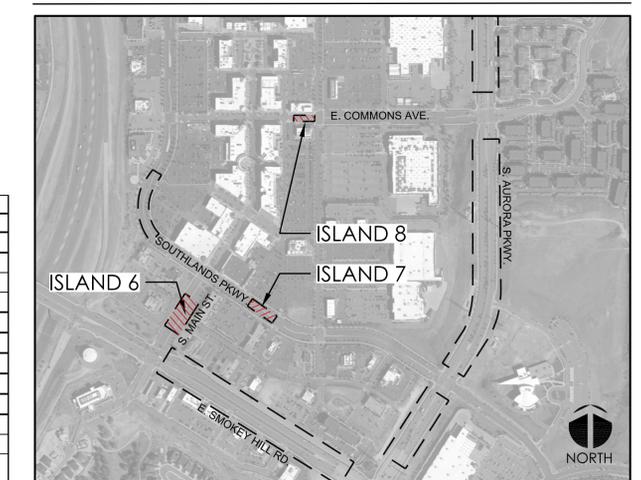
GRADING AND MATERIALS NOTES:

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5. OBTAIN APPROVAL OF LANDSCAPE EDGER LAYOUT PRIOR TO INSTALLING PLANTS, MULCH, OR CRUSHER FINES.

LEGEND

- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN

VICINITY MAP



PLANT LIST #6, 7, & 8						
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
56	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILLY	#1	CONT.	
27	PP	ECHINACEA PURPUREA 'RUBINSTERN'	PURPLE CONEFLOWER	#1	CONT.	
13	EP	ECHINACEA PURPUREA 'WHITE SWAN'	WHITE CONEFLOWER	#1	CONT.	
GROUND COVER						
13	AR	ARCTOSTAPHYLOS UVA-URSI	KINNIKINNICK	#1	CONT.	
ORNAMENTAL GRASSES						
60	PO	PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLEY ROSE ORIENTAL FOUNTAIN GRASS	#5	CONT.	
DECIDUOUS SHRUBS						
16	SP	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	#5	CONT.	
15	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	
3	PA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	#5	CONT.	

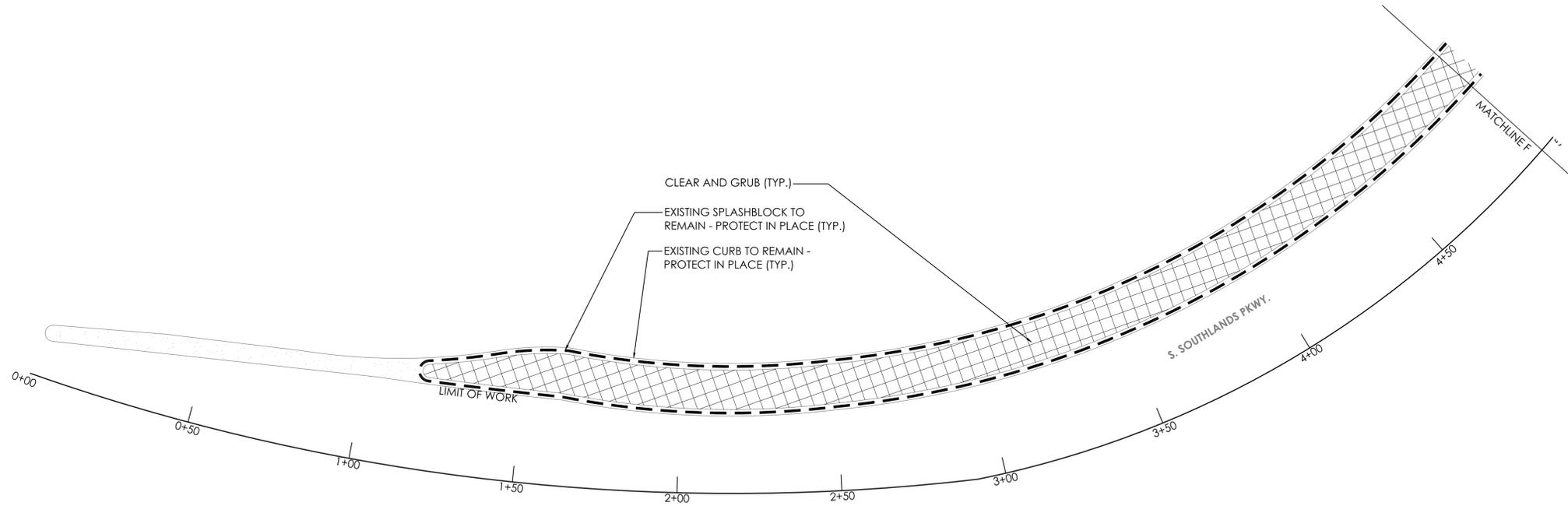
SUBMITTALS:
 SIZE CONSTRUCTION SET - 7/13/21
 LODGE CONSTRUCTION SET - 9/11/22

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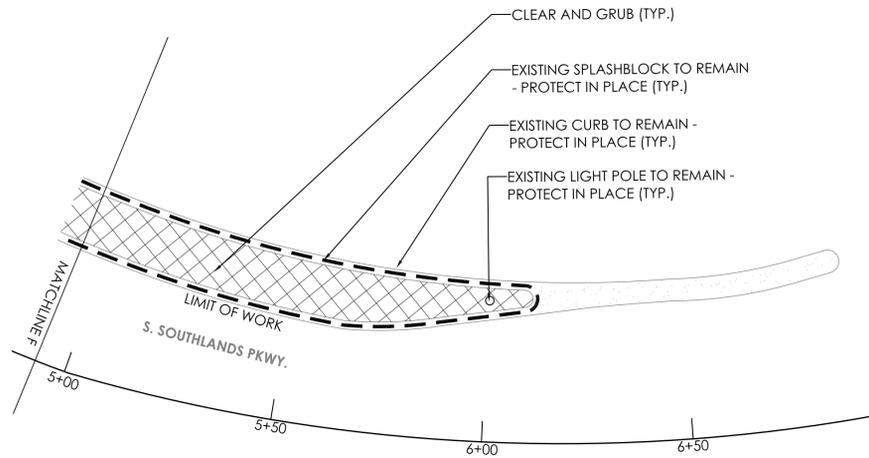
PROJECT # 2210 DRAWN BY: CEB DATE: 3/10/22 CHD BY: JLD

ISLAND #6, 7, & 8
 MATERIALS AND PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

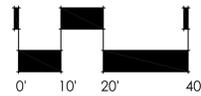
SHEET:
L-10



ISLAND 9 - S. SOUTHLANDS PKWY.



ISLAND 9 - S. SOUTHLANDS PKWY.



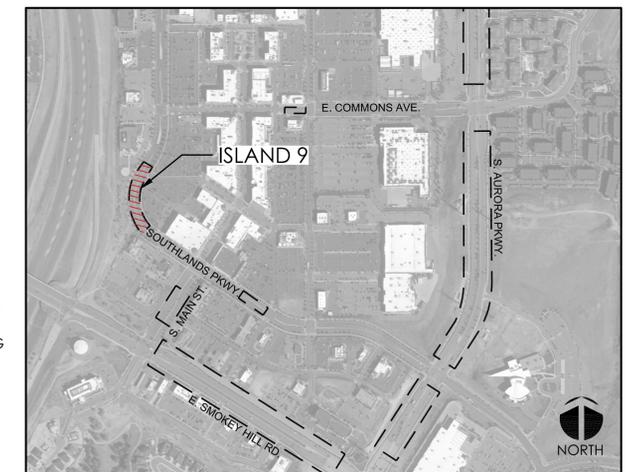
SCALE: 1"= 20'

LEGEND

- EXISTING CONCRETE TO REMAIN
- CLEAR AND GRUB

VICINITY MAP

NTS



DEMOLITION NOTES:

1. ALL TREES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. CLEAR AND GRUB SHALL INCLUDE THE REMOVAL OF ALL PLANTS, SOD, GROUND COVER, AND WOOD OR ROCK MULCH.
3. CONTRACTOR TO COORDINATE WITH OWNERS REPRESENTATIVE FOR LIMITS OF WORK/LIMITS OF REMOVAL.
4. ALL WORK WITHIN THE DRIPLINES OF TREES TO REMAIN SHALL BE COMPLETED WITH HAND TOOLS.
5. IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR IS RESPONSIBLE TO SALVAGE ANY IRRIGATION ITEMS THAT WILL BE RE-USED.
6. ALL TRAFFIC SIGNS SHALL REMAIN IN PLACE AND VISIBLE TO MOTORISTS AT ALL TIMES THROUGHOUT CONSTRUCTION.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL COORDINATE LOCATION AND TYPE OF EROSION CONTROL MEASURES WITH THE OWNERS REPRESENTATIVE. FOR THE PURPOSE OF BIDDING, ASSUME 3 INLET PROTECTION AND SILT FENCE OR EROSION CONTROL LOG INSTALLED ALONG THE ENTIRE CURB LINE AT EACH MEDIAN ISLAND.
2. STAGING AREAS WILL BE PROVIDED IN THE SOUTHLANDS SHOPPING CENTER PARKING LOT. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE. CONTRACTOR SHALL RESTORE STAGING AREA TO PRECONSTRUCTION CONDITION UPON COMPLETION OF WORK.
3. ALL EROSION CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF CITY OF AURORA.
4. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

SUBMITTALS:

22X CONSTRUCTION SET - 7/11/22
 30X CONSTRUCTION SET - 3/11/22

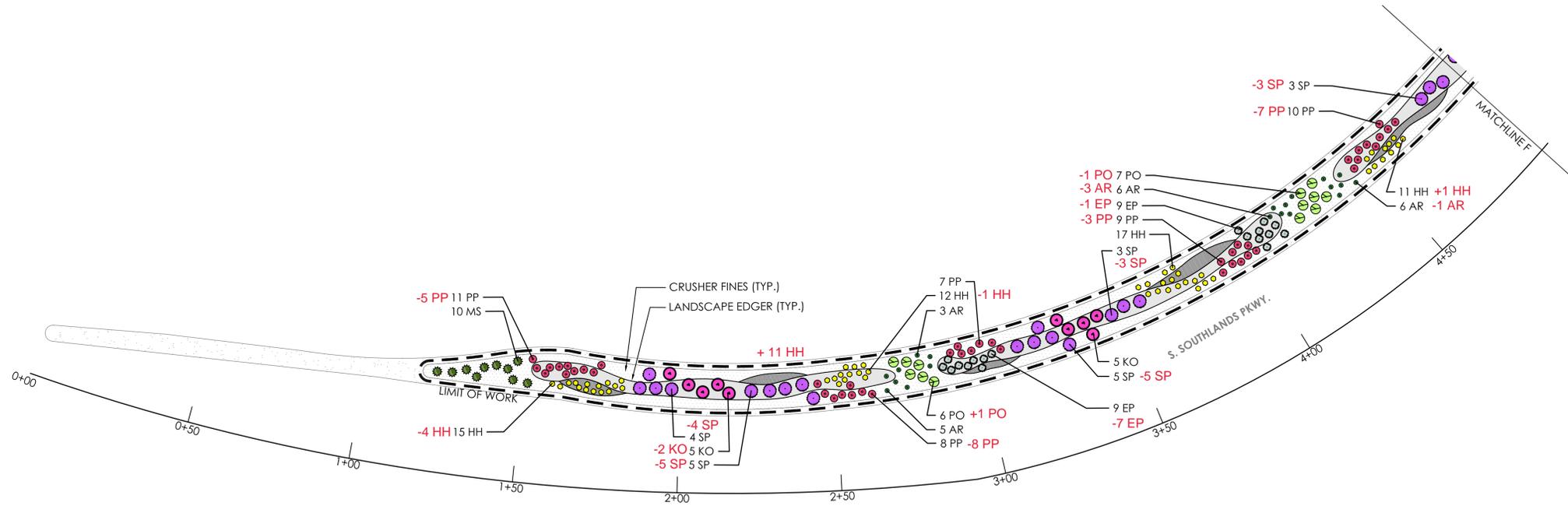
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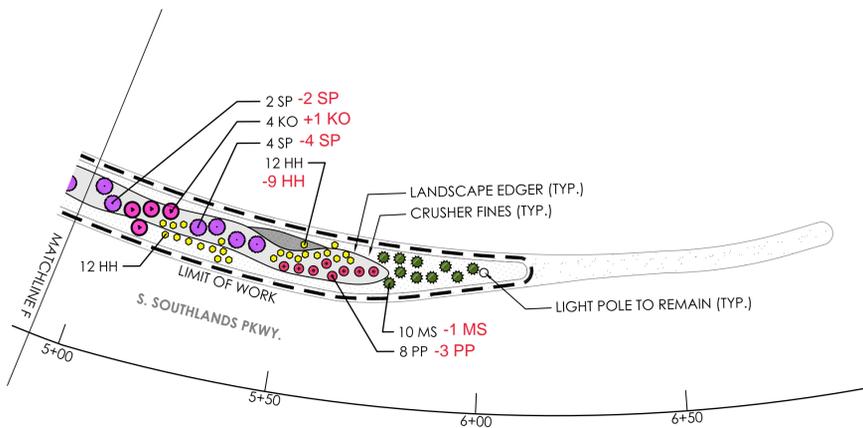
PROJECT # 2210 DRAWN BY: CEB DATE: 3/10/22 CHK BY: JLD

ISLAND #9
 EXISTING CONDITIONS AND DEMOLITION PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
L-11



ISLAND 9 - S. SOUTHLANDS PKWY.



ISLAND 9 - S. SOUTHLANDS PKWY.



IRRIGATION NOTES:

1. IRRIGATION MODIFICATION WILL BE A DESIGN/BUILD ITEM. CONTRACTOR SHALL PROVIDE DESIGN DRAWINGS FOR REVIEW BY OWNERS REPRESENTATIVE.
2. ALL TREE/SHRUB/PERENNIAL PLANTING BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.

PLANTING NOTES:

1. SEE PLANTING DETAILS ON SHEET D-1.
2. COORDINATE LAYOUT OF ALL PLANTING IMPROVEMENTS WITH OWNER'S REPRESENTATIVE. PRIOR TO PLANTING, OWNER'S REPRESENTATIVE SHALL REVIEW AND APPROVE LAYOUT OF LANDSCAPE EDGER. CONTRACTOR SHALL LAY POTTED PLANTS ON SITE AT PROPOSED PLANTING LOCATIONS FOR REVIEW AND APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PLANTING.

GRADING AND MATERIALS NOTES:

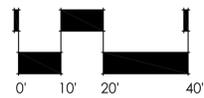
1. THE INTENT IS TO MAINTAIN THE EXISTING GRADES ALONG THE MEDIANS. ENSURE 2% MINIMUM SLOPE TO DRAIN TOWARDS THE CURBS.
2. THE SURFACE OF CRUSHER FINES PAVEMENT SHALL MEET THE TOP OF THE ADJACENT CONCRETE CURB.
3. CRUSHER FINES SHALL BE INSTALLED 4" THICK. COMPACT SUBGRADE TO 95% IN AREAS WITHOUT PROPOSED LANDSCAPING. DO NOT COMPACT AREAS WITHIN THE DRIPLINES OF EXISTING TREES OR PROPOSED PLANTS.
4. INSTALL WYOMING RED ROCK AND BLACK GRANITE ROCK MULCH TO A DEPTH OF 3".
5. OBTAIN APPROVAL OF LANDSCAPE EDGER LAYOUT PRIOR TO INSTALLING PLANTS, MULCH, OR CRUSHER FINES.

LEGEND

- WYOMING RED ROCK
- BLACK GRANITE
- TAN CRUSHER FINES
- EXISTING CONCRETE TO REMAIN

VICINITY MAP

NTS



SCALE: 1"= 20'

PLANT LIST #9						
QTY	KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	SYMB.
PERENNIALS						
79	HH	HEMEROCALLIS 'HYPERION'	YELLOW DAYLILLY	#1	CONT.	
53	PP	ECHINACEA PURPUREA 'RUBINSTERN'	PURPLE CONEFLOWER	#1	CONT.	
18	EP	ECHINACEA PURPUREA 'WHITE SWAN'	WHITE CONEFLOWER	#1	CONT.	
GROUND COVER						
20	AR	ARCTOSTAPHYLOS UVA-URSII	KINNIKINNICK	#1	CONT.	
ORNAMENTAL GRASSES						
20	MS	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS	#5	CONT.	
13	PO	PENNISETUM ORIENTALE 'KARLEY ROSE'	KARLEY ROSE ORIENTAL FOUNTAIN GRASS	#5	CONT.	
DECIDUOUS SHRUBS						
26	SP	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	#5	CONT.	
14	KO	ROSA, SHRUB 'DOUBLE KNOCK OUT'	SHRUB ROSE 'DOUBLE KNOCK OUT'	#5	CONT.	

SUBMITTALS:
 22X CONSTRUCTION SET - 7/11/21
 30X CONSTRUCTION SET - 3/11/22

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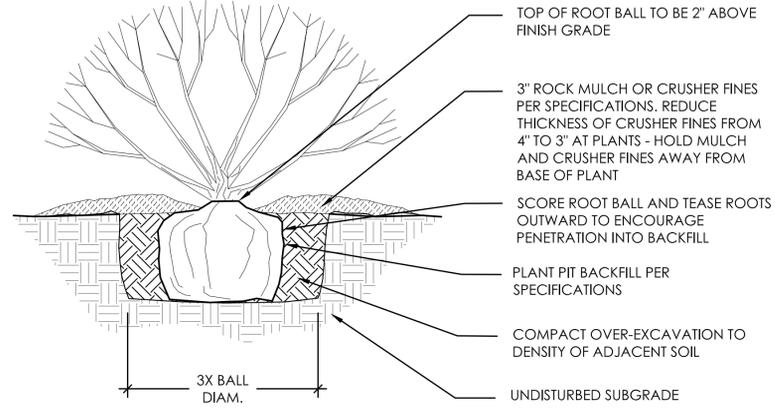


PROJECT # 2210 DRAWN BY: CEB DATE: 3/10/22 CHK BY: JLD

ISLAND #9
 MATERIALS AND PLANTING PLAN
 SOUTHLANDS NO.1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
L-12

- NOTES:
 1. SEE SPECS FOR ADDITIONAL PLANTING REQUIREMENTS.
 2. AFTER PLANT IS SET IN PLANT PIT, CUT AWAY AND REMOVE ALL WIRE AND OTHER RESTRAINING MATERIAL. TAKE CARE NOT TO DAMAGE ROOT BALL. FOLD BURLAP AWAY FROM THE TOP OF THE ROOTBALL.
 3. PLUMB AND ORIENT PLANTS FOR BEST APPEARANCE.



1 SHRUB, GRASS, AND PERENNIAL PLANTING
 D-1 SECTION / ELEVATION

NTS

SUBMITTALS:

2% CONSTRUCTION DOCUMENT	7/15/21
100% CONSTRUCTION SET	3/11/22

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PROJECT # 2010 DRAWN BY CEB DATE 2/23/22 CHECK BY LWD

DETAILS
 SOUTHLANDS NO. 1 PLANTING IMPROVEMENTS
 AURORA, COLORADO

SHEET:
D-1