

**NOTICE OF REGULAR MEETING OF THE
BOARD OF DIRECTORS OF
SOUTHSHORE METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that a regular meeting of the Board of Directors (the “**Board**”) of the Southshore Metropolitan District (the “**District**”), City of Aurora, Arapahoe County, Colorado, has been scheduled for 6:00 p.m. on Tuesday, December 10, 2024, via Zoom:

<https://us02web.zoom.us/j/83642455537>

Or join by phone:

(719) 359-4580

Webinar ID: 836 4245 5537

Ryan Zent, President	May 2027
Kevin Stadler, Vice President/Secretary/Treasurer	May 2027
Jeffrey Bergeon, Vice President/Assistant Secretary/Treasurer	May 2027
Kevin Chan, Vice President/Assistant Secretary/Treasurer	May 2025
Colette Palmer, Vice President/Assistant Secretary/Treasurer	May 2025

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Consideration of Agenda.
3. Accountant’s Report.
 - (a) Review of October 31, 2024 unaudited financial statements and claims payable.
4. District Committees.
 - (a) Approve and/or ratify appointment of Committee members, if necessary.
 - (b) Finance Committee Report and Consent Agenda recommendations.
 - (c) Facilities Committee Report and Consent Agenda recommendations.
 - (d) Landscape Committee Report and Consent Agenda recommendations.
 - (e) Communications Committee Report and Consent Agenda recommendations.
 - (i) Update on community survey.
5. Consent Agenda.
 - (a) November 12, 2024 Regular Meeting Minutes
 - (b) December 5, 2024 Special Meeting Minutes

- (c) Management Trust Report and Expenditures, Action Items:
 - (i) Approval of Vandre Electric & Refrigeration proposal – troubleshoot banquet room lighting circuit in the amount of \$520
 - (ii) Approval of Vandre Electric & Refrigeration proposal – troubleshoot in ground lighting in the amount of \$520
 - (iii) Approval of PumpMan proposal – maintenance of Pond C irrigation station in the amount of \$3,462.92
 - (iv) Consideration and/or approval of Window World proposal – replacement of damaged windows in the amount of \$4,157.29
 - (v) Consideration and/or approval of Renewal by Andersen proposal – replacement of damaged windows in the amount of \$11,056

 - (d) Cox Landscaping Report and Expenditures, Action Items
 - (i) Approval of Cox Landscaping proposal – dead trees and plants in the amount of \$22,200.
 - (ii) Approval of Cox Landscaping proposal – installation of annuals in the amount of \$8,060
 - (iii) Approval of Cox Landscaping proposal – installation of annuals in the amount of \$5,860
 - (iv) Approval of Cox Landscaping proposal – addition of planter boxes in the amount of \$7,340
 - (v) Approval of Cox Landscaping proposal – planting and transplanting of annuals in the amount of \$13,780
 - (vi) Approval of Cox Landscaping proposal – tree planting and stump removal in the amount of \$1,850

 - (e) Metropolitan District Public Safety Group Report and Expenditures, Action Items (if necessary)
6. Updates and decision items:
- (a) Approval of Facilities Rental Agreement
 - (b) Review and ratify reimbursement for homeowner water damage.
 - (c) Consider approval of Pool Usage Agreement with swim team
 - (d) Discuss District force pooling options and consider possible engagement of special counsel.
 - (e) JR Engineering Report and Expenditures, Action Items:
 - (i) Pond Maintenance Update.
 - (ii) Underdrain maintenance construction update.
7. Legal Report, Action Items:
- (a) Discuss District website compliance and consider hiring contractor.
 - (b) Discuss 2025 meeting dates.
8. Other Contracts for Approval, if necessary.

Southshore Metropolitan District
Financial Statements

October 31, 2024

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Southshore Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District, as of and for the period ended October 31, 2024, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the ten months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The Monthly Budget Comparison is provided for additional analysis, we did not audit or review this additional statement, nor were we required to perform any procedures to verify the accuracy of this schedule.

We are not independent with respect to Southshore Metropolitan District because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

December 6, 2024
Englewood, Colorado

Southshore Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
October 31, 2024

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total All Funds</u>	<u>Account Groups</u>
Assets:				
Current assets				
Cash and investments	\$ 3,325,650	\$ 1,235,846	\$ 4,561,496	\$ -
Cash and investments - restricted	-	4,725,398	4,725,398	-
Cash with county treasurer	49,347	3,562	52,909	-
Prepaid expenses	<u>123,297</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>3,498,294</u>	<u>5,964,806</u>	<u>9,887,185</u>	<u>-</u>
Other assets				
Capital improvements	-	-	-	18,423,513
Amount available in debt service fund	-	-	-	5,964,806
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>	<u>51,565,194</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,953,513</u>
	<u>\$ 3,498,294</u>	<u>\$ 5,964,806</u>	<u>\$ 85,840,698</u>	<u>\$ 75,953,513</u>
Liabilities:				
Current liabilities				
Accounts payable	\$ 109,584	\$ -	\$ 109,584	\$ -
	<u>109,584</u>	<u>-</u>	<u>214,589</u>	<u>-</u>
Bonds Payable - Series 2020A-1	-	-	-	25,575,000
Bonds Payable - Series 2020A-2	-	-	-	12,780,000
Bonds Payable - Series 2020B	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,175,000</u>
Total liabilities	<u>109,584</u>	<u>-</u>	<u>109,584</u>	<u>57,530,000</u>
Fund Equity:				
Investment in capital improvements				18,423,513
Fund balance:				
Restricted:				
Emergencies	145,523	-	145,523	-
Debt service	-	5,964,806	5,964,806	-
Capital projects	-	-	-	-
Unrestricted	<u>3,119,890</u>	<u>-</u>	<u>3,119,890</u>	<u>-</u>
	<u>3,388,710</u>	<u>5,964,806</u>	<u>28,096,109</u>	<u>18,423,513</u>
	<u>\$ 3,498,294</u>	<u>\$ 5,964,806</u>	<u>\$ 85,840,698</u>	<u>\$ 75,953,513</u>

Southshore Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Ten Months Ended October 31, 2024
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 5,005,048	\$ 5,071,627	\$ 66,579
Specific ownership taxes	411,400	335,965	(75,435)
Event rental fees	-	21,619	21,619
Interest income	40,000	176,569	136,569
	<u>5,456,448</u>	<u>5,605,780</u>	<u>149,332</u>
Expenditures			
District Management	115,000	284,219	(169,219)
Landscaping & Maintenance	1,687,500	1,075,887	611,613
Landscape Maintenance contract	-	208,050	(208,050)
Facilities & Pool Operations	1,108,250	929,986	178,264
Safety & Security	100,000	101,060	(1,060)
Repairs & Maintenance	-	357,884	(357,884)
Utilities	-	218,408	(218,408)
Insurance	90,000	109,002	(19,002)
Legal	50,000	192,360	(142,360)
Accounting / Audit	50,000	59,319	(9,319)
Capital replacements:			
Underdrain/Stormwater Management	750,000	302,172	447,828
Safety & Security Enhancements	245,000	74,824	170,176
Pool Resurfacing	50,000	-	50,000
Lakehouse Deck & Railings	100,000	-	100,000
Irrigation Enhancements	100,000	-	100,000
Immediate Needs (Reserve Study)	300,000	-	300,000
Furniture, Fixture & Equipment	50,000	-	50,000
Sod Replacement	25,000	-	25,000
Architect & Engineering Expenses	30,000	31,215	(1,215)
Miscellaneous	-	8,171	(8,171)
Treasurer fees	75,076	76,125	(1,049)
Reserves	385,099	-	385,099
Emergency reserve (3%)	145,523	-	145,523
	<u>5,456,448</u>	<u>4,028,682</u>	<u>1,427,766</u>
Excess (deficiency) of revenues over expenditures	-	1,577,098	1,577,098
Fund balance - beginning	<u>243,266</u>	<u>1,811,612</u>	<u>1,568,346</u>
Fund balance - ending	<u>\$ 243,266</u>	<u>\$ 3,388,710</u>	<u>\$ 3,145,444</u>

Southshore Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Ten Months Ended October 31, 2024
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 1,891,472	\$ 1,898,142	\$ 6,670
System development fees	62,500	152,500	90,000
Interest income	10,000	201,698	191,698
	<u>1,963,972</u>	<u>2,252,340</u>	<u>288,368</u>
Expenditures			
Bond principal - 2020 A-1	1,230,000	-	1,230,000
Bond interest - 2020 A-1	560,093	280,046	280,047
Bond interest - 2020 A-2	511,200	255,600	255,600
Bond principal - 2020 B	215,000	-	215,000
Bond interest - 2020 B	777,850	-	777,850
Treasurer's fee	28,096	28,493	(397)
Trustee / paying agent fees	10,000	7,000	3,000
	<u>3,332,239</u>	<u>571,139</u>	<u>2,761,100</u>
Excess (deficiency) of revenues over expenditures	(1,368,267)	1,681,201	3,049,468
Other Financing Sources (Uses)			
Transfer (to) from other funds	-	705	705
	<u>-</u>	<u>705</u>	<u>705</u>
Total other financing sources (uses)	<u>-</u>	<u>705</u>	<u>705</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(1,368,267)	1,681,906	3,050,173
Fund balance - beginning	<u>4,803,203</u>	<u>4,282,900</u>	<u>(520,303)</u>
Fund balance - ending	<u>\$ 3,434,936</u>	<u>\$ 5,964,806</u>	<u>\$ 2,529,870</u>

Southshore Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Ten Months Ended October 31, 2024
Capital Projects Fund

See Accountant's Compilation Report

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest	\$ -	\$ 21	\$ 21
	<u>-</u>	<u>21</u>	<u>21</u>
Expenditures			
Transfer to District 1	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	-	21	21
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>(705)</u>	<u>(705)</u>
Total other financing sources (uses)	<u>-</u>	<u>(705)</u>	<u>(705)</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(684)	(684)
Fund balance - beginning	<u>-</u>	<u>684</u>	<u>684</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Southshore Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Ten Months Ended October 31, 2024
General Fund

See Accountant's Compilation Report

	Monthly Budget	Monthly Actual	Monthly Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Year to Date Variance %	Annual Budget
Revenues								
Property taxes	\$ 5,005,048	\$ 5,071,627	\$ 66,579	\$ 5,005,048	\$ 5,071,627	\$ 66,579	1.31%	\$ 5,005,048
Specific ownership taxes	34,283	70,124	35,841	308,550	335,965	27,415	8.16%	411,400
Event rental fees	-	21,619	21,619	-	21,619	21,619	100.00%	-
Interest income	3,333	42,682	39,349	30,000	176,569	146,569	83.01%	40,000
	<u>5,042,665</u>	<u>5,206,052</u>	<u>163,387</u>	<u>5,343,598</u>	<u>5,605,780</u>	<u>262,182</u>	<u>-4.68%</u>	<u>5,456,448</u>
Expenditures								
District Management	9,583	33,109	(23,526)	86,250	284,219	(197,969)	-69.65%	115,000
Landscaping & Maintenance	140,625	46,278	94,347	1,265,625	1,075,887	189,738	17.64%	1,687,500
Landscape Maintenance contract	-	83,220	(83,220)	-	208,050	(208,050)	-100.00%	-
Facilities & Pool Operations	92,354	336,636	(244,282)	831,188	929,986	(98,799)	-10.62%	1,108,250
Safety & Security	8,333	36,303	(27,970)	75,000	101,060	(26,060)	-25.79%	100,000
Repairs & Maintenance	-	152,456	(152,456)	-	357,884	(357,884)	-100.00%	-
Utilities	-	92,047	(92,047)	-	218,408	(218,408)	-100.00%	-
Insurance	7,500	-	7,500	90,000	109,002	(19,002)	-17.43%	90,000
Legal	4,167	26,834	(22,667)	37,500	192,360	(154,860)	-80.51%	50,000
Accounting / Audit	4,167	17,986	(13,819)	37,500	59,319	(21,819)	-36.78%	50,000
Capital replacements:								
Underdrain/Stormwater Management	62,500	28,427	34,073	562,500	302,172	260,328	86.15%	750,000
Safety & Security Enhancements	20,417	-	20,417	183,750	74,824	108,926	-	245,000
Pool Resurfacing	4,167	-	4,167	37,500	-	37,500	-	50,000
Lakehouse Deck & Railings	8,333	-	8,333	75,000	-	75,000	-	100,000
Irrigation Enhancements	8,333	-	8,333	75,000	-	75,000	-	100,000
Immediate Needs (Reserve Study)	25,000	-	25,000	225,000	-	225,000	-	300,000
Furniture, Fixture & Equipment	4,167	-	4,167	37,500	-	37,500	-	50,000
Sod Replacement	2,083	-	2,083	18,750	-	18,750	-	25,000
Architect & Engineering Expenses	2,500	31,215	(28,715)	22,500	31,215	(8,715)	-	30,000
Miscellaneous	-	1,376	(1,376)	-	8,171	(8,171)	-100.00%	-
Treasurer fees	6,256	359	5,897	75,076	76,125	(1,049)	-1.38%	75,076
Reserves	32,092	-	32,092	385,099	-	385,099	-	385,099
Emergency reserve (3%)	12,127	-	12,127	145,523	-	145,523	-	145,523
	<u>454,704</u>	<u>886,246</u>	<u>(431,542)</u>	<u>4,266,261</u>	<u>4,028,682</u>	<u>237,579</u>	<u>5.90%</u>	<u>5,456,448</u>
Excess (deficiency) of revenues over expenditures	4,587,961	4,319,806	594,929	1,077,338	1,577,098	24,604	-31.69%	-
Fund balance - beginning	243,266	1,811,612	1,811,612	243,266	1,811,612	1,793,904	-86.57%	243,266
Fund balance - ending	\$ 4,831,227	\$ 6,131,418	\$ 2,406,541	\$ 1,320,604	\$ 3,388,710	\$ 1,818,508	-61.03%	\$ 243,266

Southshore Metropolitan District
 Claims to be approved - 12.10.2024 meeting

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
A to Z Elevator Inspections Inc	4520	11/15/2024	11 15 Inspection	\$ 401.20
American Eagle Protective Services	101	6/1/2023	06 2023 Events Lakehouse/Lighthouse	2,225.00
American Eagle Protective Services	102	8/17/2023	12 2023 Events Lakehouse/Lighthouse	2,200.00
American Eagle Protective Services	103	9/30/2023	12 2023 Events Lakehouse/Lighthouse	1,725.00
American Eagle Protective Services	105	2/11/2024	12 2023 Events Lakehouse/Lighthouse	1,825.00
American Eagle Protective Services	112	11/6/2024	10 Events Lakehouse/Lighthouse	962.50
Andiamo Brew	INV-000044	11/15/2024	1 1/6 bbl of Piccolito	90.00
Aurora Colorado Locksmith 247	019	7/19/2024	Rekey locks	1,927.83
CenturyLink	11/25/2024	11/25/2024	11 Telephone	72.32
Cintas Fire Protection	5241239003	11/22/2024	First Aid Cabinet Organized	278.51
City of Aurora	783760	11/1/2024	Civil Plans Revision	2,568.00
CMS Environmental Solutions, LLC	2024050	11/1/2024	11 Inspection F14 Trail	265.00
Colorado Shade Sails LLC	382	11/21/2024	11 Fall Removal	600.00
Colorado Shade Sails LLC	383	11/21/2024	11 Fall Removal	1,500.00
ColoradoScapes	SWS484	2/7/2024	02 Plowing	1,350.00
ColoradoScapes	SWS702	3/15/2024	03 Plowing	2,835.00
Cox Professional Landscape Services	42480-200	11/22/2024	11 snow removal repairs	50.00
Cox Professional Landscape Services	42480-9	12/1/2024	12/1 Maintenance	41,610.00
Cox Professional Landscape Services	43706-12	11/8/2024	11/08 Snow Removal	1,862.50
Cox Professional Landscape Services	43706-15	11/9/2024	11/09 Snow Removal	13,705.00
Cox Professional Landscape Services	43706-19	11/10/2024	11/30 Snow Removal	26,381.50
Cox Professional Landscape Services	43706-2	11/6/2024	11/06 Snow Removal	6,337.50
Cox Professional Landscape Services	43706-23	11/21/2024	11/21 Snow Removal	182.50
Cox Professional Landscape Services	43706-24	12/22/2024	12/22 General Labor	507.50
Cox Professional Landscape Services	43706-7	11/7/2024	11/07 Snow Removal	8,257.50
Cox Professional Landscape Services	43749	10/31/2024	10 Dog stations	2,367.50
Cox Professional Landscape Services	43759	12/5/2024	Holiday Lighting Install	11,393.50
Cox Professional Landscape Services	43772	11/29/2024	11/29 General Labor	516.00
Cox Professional Landscape Services	43836-2	11/27/2024	11/27 Snow Removal	11,250.00
Cox Professional Landscape Services	43847	11/26/2024	11 snow removal repairs	570.00
Cox Professional Landscape Services	43873	11/30/2024	11 Waste Stations	2,239.50
Division of Oil & Public Safety	CP09-000675	11/20/2024	CP09-000675 Conveyance Certificate	30.00
Earnweald Consulting Services, LLC	SSMD-2024-65	11/30/2024	11 District Engineer	1,120.00
Hernan Buenfil	11 11 24	11/15/2024	Reimbursement	549.26
Hernan Buenfil	11 29 24	11/29/2024	Reimbursement	1,271.80
Hernan Buenfil	11 29 24	12/2/2024	Reimbursement	720.00
Hernan Buenfil	215633073	11/29/2024	Reimbursement	1,271.80
Hernan Buenfil	MX9N51WAN2	11/20/2024	Reimbursement	1,058.37
IPourIt	20122	10/31/2024	10 Beer fee	126.14
J. R. Engineering, LLC	85554	10/31/2024	10 Sports Complex	2,470.00
J. R. Engineering, LLC	85555	10/31/2024	10 Sports Complex	1,372.50
J. R. Engineering, LLC	85689	11/30/2024	11 Sports Complex	370.00

Jason Keith Cline	142640	11/27/2024	11 Fitness Classes	800.00
Kevin Stadler	1145644555	11/8/2024	Reimb Director for Website expenses paid	864.00
Laura Fielding	11 27 24	11/27/2024	11 Fitness Classes	420.00
Metropolitan District Public Safety	1856	11/1/2024	11 Security Services	6,775.00
PumpMan Colorado	709	11/11/2024	11/11 Check	840.00
Rocky Mountain Bottled Water	0861096	11/5/2024	11 Bottled Water	113.12
Rocky Mountain Bottled Water	0869825	11/19/2024	11 Bottled Water	98.63
Rocky Mountain Bottled Water	0869827	11/19/2024	11 Bottled Water	39.91
Rocky Mountain Bottled Water	0876601	11/30/2024	11 Bottled Water	5.95
Rocky Mountain Bottled Water	0879663	12/2/2024	12 Bottled Water	11.90
Security Central	978835	11/30/2024	Access system - Lighthouse	1,291.65
Security Central	978836	11/30/2024	Access system - Lighthouse	1,231.05
Simmons & Wheeler, P.C.	39342	10/31/2024	10 Accounting	6,346.50
System4 of Central Colorado	4925	12/1/2024	12 Cleaning	3,152.00
System4 of Central Colorado	4958	12/1/2024	12 Cleaning	2,002.00
System4 of Central Colorado	5005	11/30/2024	11 Cleaning	1,200.00
System4 of Central Colorado	5006	11/30/2024	11 Cleaning	1,800.00
The Management Association, Inc.	314653	3/28/2024	11/01 Services	18,467.26
The Management Trust	25084268	12/1/2024	12 Management	7,000.00
The Management Trust	339167	10/31/2024	10 Reimbursement	3,998.97
The Management Trust	339337	11/15/2024	11 Payroll	10,040.63
Waste Management of Colorado, Inc.	2905435-0178-4	11/26/2024	11Trash Removal	1,770.44
Wonderboy Productions Inc.	NOVEMBER2024	11/18/2024	11 Classes	260.00
XCEL Energy	901241368	11/1/2024	10 Electric Irrigation	31.03
XCEL Energy	901486139	11/4/2024	11 Electric Irrigation	38.91
				\$ 227,014.68

Southshore Metropolitan District

ACH Payments to Ratify

<u>Usage Month</u>	<u>Vendors</u>	<u>Amount</u>
10/31/24	Xcel Energy	\$ 8,046.93
10/31/24	Waste Management	834.27
10/31/24	Aurora Water	33,309.40
10/31/24	Terminix	152.00
		<hr/>
		\$ 42,342.60

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT

HELD NOVEMBER 12, 2024

A Regular Meeting of the Board of Directors of the Southshore Metropolitan District was held on November 12, 2024 at 6:00 p.m. The Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/83642455537> (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799

ATTENDANCE

Directors in Attendance were:

Ryan Zent, President
 Kevin Stadler, Vice President/Secretary/Treasurer
 Kevin Chan, Vice President/Assistant Secretary/Treasurer
 Jeff Bergeon, Vice President/Assistant Secretary/Treasurer

Absent (excused):

Colette Palmer, Vice President/Assistant Secretary/Treasurer

Also in Attendance were:

David A. Greher of CEGR Law
 Sarah H. Luetjen of CEGR Law
 Cathy Hamilton of Simmons & Wheeler
 Angel Duran of The Management Trust (“MT”)
 Riley Vincent of MT
 Jennifer Cornthwaite of MT
 Hernan Buenfil of MT
 Doug Richter of Earnweald
 Andy Carroll of Metropolitan District Public Safety Group
 Carly of Security Central
 AJ Beckman of Public Alliance
 Lisa Buchanan of the Landscaping Committee
 Various members of the public

CONFLICTS OF INTEREST

Mr. Greher noted that none of the Directors have advised of any potential current conflict of interest for this meeting.

NOTICE

Mr. Greher stated that Notice had been properly posted at least 24 hours

prior to the meeting on the District's website. Mr. Greher confirmed that such Notice was also placed at the entrance of the Lakehouse, Lighthouse at least 24 hours in advance and sent to the City of Aurora Clerk at least three days in advance. The certification of posting is attached hereto. The notice also included the agenda items.

CONSIDER
AGENDA

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the agenda as presented.

EXECUTIVE
SESSION

The Board moved that the Regular meeting of the Board be temporarily adjourned and that the Board reconvene in Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding revenue and budget matters, including facilities expenses, and to obtain legal advice concerning Management Trust's employee policies, hiring practices, and associated agreements. The Board temporarily left the Regular meeting at 6:10 p.m. and reconvened in Executive Session.

The Board concluded the Executive Session and reconvened in regular session at 6:41 p.m.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

ACCOUNTANT'S
REPORT

Ms. Hamilton presented a list of checks to ratify and invoices to be approved.

Following discussion and upon motion duly made, seconded and unanimously carried, the Board (a) ratified approval the September 30, 2024 financials; (b) approved and confirmed the disbursements as presented and (b) approved the claims.

Mr. Richter noted that the District should be receiving a refund from the City. He will check on the status of the refund and confirm that the payment goes directly to the District and not to the developer, Southshore Recovery Acquisition.

PUBLIC HEARING
ON 2024 BUDGET
AMENDMENT
HEARING

Mr. Greher opened the public hearing on the 2024 budget amendment, notice of which had been published in accordance with the Local Government Budget Law. No members of the general public registered any objections or offered any modifications to the 2024 budget amendment. The public hearing was closed.

Ms. Hamilton reviewed the budget amendment with the Board and noted that additional expenditures in the Capital Projects Fund were necessary resulting in expenditures in excess of appropriations for the 2024 fiscal year, that such additional expenditures were contingencies which could not have been reasonably foreseen at the time of adoption of the first budget amendment, and that funds were available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the Capital Projects Fund.

Upon motion duly made, seconded and unanimously carried, the Board approved the Resolution to Adopt the Amended 2024 Budget.

PUBLIC HEARING
ON ADOPTION OF
2025 BUDGET

Mr. Greher opened the public hearing on the 2025 budget, notices of which had been published in accordance with the Local Government Budget Law. No members of the general public registered any objections or offered any modifications to the proposed 2025 budget. The public hearing was then closed.

Ms. Hamilton reviewed the 2025 budget and the Board discussed. Upon motion duly made, seconded and unanimously carried, the Board approved the budget, and adopted the Resolution to Adopt Budget and Appropriate Funds.

COLLECTION OF
AMOUNTS
RECEIVABLE

Ms. Hamilton discussed the collection of amounts receivable from PayPal with the Board. Ms. Hamilton previously sent wire instructions to Michele Rittgers of Management Trust but will re-send the instructions to Riley Vincent. No action was taken.

2024 RESERVE
TRANSFER
AGREEMENT WITH
SOUTHSHORE
MASTER
ASSOCIATION

Mr. Greher discussed the 2024 Reserve Transfer Agreement with the Board, noting that the Agreement was in draft form only for discussion and not for approval at this time. President Zent will forward the Agreement to the Southshore Master Association for their review and comments. No action was taken.

WIPFLI
ENGAGEMENT
LETTER FOR
PREPARATION OF
2024 AUDIT

Ms. Hamilton presented Wipfli’s Engagement Letter for the preparation of the 2024 Audit. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the engagement of Wifpli to conduct the 2024 Audit.

SELECTION OF
ACCOUNTING
FIRM

Ms. Hamilton informed the Board that Simmons & Wheeler will be resigning as the District’s Accountant. The Board thanked Ms. Hamilton and Simmons & Wheeler for their service to the District.

Director Stadler then reviewed two proposals from Accounting firms CliftonLarsonAllen and Public Alliance with the Board. Upon motion duly made, seconded and unanimously carried, the Board approved the engagement of Public Alliance as the District’s accountant. AJ Beckman and Ms. Hamilton will work on the transition together.

DISTRICT
COMMITTEES
UPDATE

Appointments: There were no appointments of Committee members.

Finance Committee: Nothing to report.

Facilities Committee: Director Bergeon informed the Board that the Facilities Committee met with the Wheatlands Swim Team. The Board discussed the use of the pool and logistics of swim meets. Director Stadler requested Director Bergeon review the pool’s opening and closing dates to offset the various swim meets held at the pool. Director Bergeon will discuss further with the Committee and report back. No action was taken at this time.

Landscaping Committee: Lisa Buchanan discussed various park amenities with the Board. Ms. Buchanan presented a map of parks within the District and recommendations for improvements to each park. Director Stadler suggested the Landscaping and Finance Committees can work with Cox Landscaping to obtain quotes for the improvements. Ms. Buchanan then noted that because many parks within the District do not have an official name, she would like to hold a park naming contest at some point in the future. No action was taken at this time.

Communications Committee: Director Chan presented to results of the Community survey was sent out and noted the positive feedback it received.

CONSENT
AGENDA

The following items were approved by the Board without discussion on the Consent Agenda, except where indicated:

October 8, 2024 Regular Meeting Minutes

August 13, 2024 Regular Meeting Minutes

September 16, 2024 Special Meeting Minutes

Eyecllick proposal - interactive projector in the amount not to exceed \$2,695 annually.

5280 Restoration proposal - deck, stairs and railing replacement.

Custom Decks proposal – deck assessment in the amount of \$2,000.

Oyster Digital proposal – repair of Lakehouse network cable in the amount of \$2,800.

LMI Colorado proposal – repair of damaged lights in the amount of \$5,738.25

Cintas proposal – troubleshoot notification circuit faults in the amount of \$670.

Vandre Electric proposal – replacing yoga room light fixtures in the amount of \$4,984.

Security Central proposal – Lakehouse and Lighthouse Bluetooth readers, elevator key card access panel in an amount of \$9,156.89 (Lakehouse) and \$10,183.18 (Lighthouse).

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the foregoing items from the Consent Agenda (having tabled items 7(b)(ii) - Custom Decks proposal; 7(b)(iii) – RTC Restoration & Renovation proposal; 7(b)(ix) – Brandon Painting proposal; 7(b)(x) – Convurt Trends proposal; 7(b)(xi) – L&L Exterior Cleaning proposal; and 7(c).

MANAGEMENT
TRUST REPORT
AND
EXPENDITURES

Ms. Duran discussed the various proposals pulled from the Consent Agenda. Ms. Duran would like to table the approval of the proposals to replace the deck, stairs and railing until a thorough assessment of the stairs can be done.

Ms. Duran then presented proposals from Brandon Painting, Convurt

Trends, and L&L Exterior Cleaning regarding the interior painting of the Lakehouse. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the Lakehouse painting and authorized Ms. Duran to select a contractor and their proposal, in an amount not to exceed \$42,500.

COX
LANDSCAPING
REPORT AND
EXPENDITURES

Mr. Cox discussed the various proposals pulled from the Consent Agenda. President Zent noted that the Cox Landscaping proposal for the removal of dead trees will be tabled.

Mr. Cox presented the Cox Landscaping proposal for one owl nesting box. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the Cox Proposal in the amount of \$6,420.

Mr. Cox then presented the Cox Landscaping proposal for the Lakehouse common area landscape. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the Cox Proposal the amount of \$9,622.

Mr. Cox then presented the Cox Landscaping proposal for the sidewalk drains. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the Cox Proposal the amount of \$11,640.

METROPOLITAN
DISTRICT PUBLIC
SAFETY GROUP
REPORT AND
EXPENDITURES

Nothing to report.

SNOW REMOVAL
PROCESS

Ms. Duran asked the Board for clarification on the process and protocols for snow removal and communication with Cox Landscaping. She requested that, during a multi-day storm, sidewalks be cleared once or twice daily. Mr. Cox responded, stating he would monitor storms closely and consider her request.

PUBLIC COMMENT

A District resident asked whether de-icer is applied or if the neighborhood is only plowed during storms. Mr. Cox explained that Cox Landscaping performs both tasks, as outlined in the Intergovernmental Agreement between the District and the City.

WAIVER OF
WORKERS’
COMPENSATION
INSURANCE

Following discussion and upon motion duly made, seconded and unanimously carried, the Board waived Workers’ Compensation insurance coverage

RESOLUTION
CALLING MAY
2025 ELECTION

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the Resolution Calling the May 2025 Regular Election.

HIGHSTREET RISK
MANAGEMENT
PROPOSAL

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the engagement of Highstreet Risk Management as the District’s CSD Pool insurance broker.

DISTRICT
WEBSITE

Director Chan informed the Board that the District’s website has received a perfect score in ADA compliance and is now up to compliance standards.

OTHER
CONTRACTS

None.

DISCUSS FORCE
POOLING OPTIONS

Director Chan stated that there we no new updates to provide at this time.

OTHER MATTERS

President Zent informed the Board that a resident has requesting that a bench be installed at the school bus stop near their home. The bus stop is on private property and the resident is willing to enter into an easement. Director Stadler will contact the resident with the transportation department of Cherry Creek School District.

ADJOURNMENT

There being no other matters to come before the Board, the meeting was adjourned.

Respectively submitted,

Sarah H. Luetjen, Secretary for the meeting

APPROVED

Ryan Zent

Kevin Stadler

Kevin Chan

Jeff Bergeon

Pursuant to Section 24-6-402(2)(d.5)(I)(B), C.R.S., I hereby attest that I am the attorney of the District, that I was in attendance during the Executive Session of the Board of the District convened on October 8, 2024, and that the discussion during the Executive Session constituted a privileged attorney-client communication for which no record is required to be kept by law.

David A. Greher, General Counsel

RECORD OF PROCEEDINGS

MINUTES OF THE SPECIAL MEETING OF SOUTHSHORE METROPOLITAN DISTRICT

HELD DECEMBER 5, 2024

A Special Meeting of the Board of Directors of the Southshore Metropolitan District was held on December 5, 2024 at 5:00 p.m. The Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/8110044584> (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799

ATTENDANCE

Directors in Attendance were:

Ryan Zent, President
 Kevin Stadler, Vice President/Secretary/Treasurer
 Colette Palmer, Vice President/Assistant Secretary/Treasurer
 Kevin Chan, Vice President/Assistant Secretary/Treasurer
 Jeff Bergeon, Vice President/Assistant Secretary/Treasurer

Absent (excused):

None.

Also in Attendance were:

David A. Greher of CEGR Law
 Sarah H. Luetjen of CEGR Law
 Cathy Hamilton of Simmons & Wheeler

CONFLICTS OF
INTEREST

Mr. Greher noted that none of the Directors have advised of any potential current conflict of interest for this meeting.

NOTICE

Mr. Greher stated that Notice had been properly posted at least 24 hours prior to the meeting on the District's website. Mr. Greher confirmed that such Notice was also placed at the entrance of the Lakehouse, Lighthouse at least 24 hours in advance and sent to the City of Aurora Clerk at least three days in advance. The certification of posting is attached hereto. The notice also included the agenda items.

CONSIDER
AGENDA

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the agenda as presented.

RESERVE
TRANSFER
AGREEMENT

Chair Zent discussed the Reserve Transfer Agreement by and between the District and Southshore Master Association. Upon motion duly made, seconded and unanimously carried, the Board ratified the Reserve Transfer Agreement and authorized Director Stadler and Ms. Hamilton to work with the designated representative from the Association to proceed with the transfer. Ms. Hamilton will provide wire instructions for deposit directly into the District’s COLOTrust account.

EASEMENT FOR
TRAIL PURPOSES
WITH THE CITY OF
AURORA

Mr. Greher discussed the Easement for Trail Purposes with the Board. Upon motion duly made, seconded and unanimously carried, the Board approved the easement with the City of Aurora as presented.

EXECUTIVE
SESSION

The Board moved that the Special meeting of the Board be temporarily adjourned and that the Board reconvene in Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding election and election-related issues. The Board temporarily left the Special meeting at 5:13 p.m. and reconvened in Executive Session.

The Board concluded the Executive Session and reconvened in special session at 5:44 p.m.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

OTHER MATTERS

None.

ADJOURNMENT

There being no other matters to come before the Board, the meeting was adjourned at approximately 5:46 p.m.

Respectively submitted,

Sarah H. Luetjen, Secretary for the meeting

APPROVED

Ryan Zent

Kevin Stadler

Kevin Chan

Colette Palmer

Jeff Bergeon

Pursuant to Section 24-6-402(2)(d.5)(I)(B), C.R.S., I hereby attest that I am the attorney of the District, that I was in attendance during the Executive Session of the Board of the District convened on December 5, 2024, and that the discussion during the Executive Session constituted a privileged attorney-client communication for which no record is required to be kept by law.

David A. Greher, General Counsel

SOUTHSHORE METROPOLITAN DISTRICT

The Management Trust Report - GM

Dec 12,2024

Executive Summary: This month, our teams have made remarkable strides in improving both resident satisfaction and operational efficiency. Below are the key updates from each department:

- **Front Desk:** In line with the updated directives, the front desk team has significantly enhanced response times, ensuring all resident requests are now consistently addressed within 24 hours. Additionally, we have successfully begun implementing the new security system, which involves updating resident access cards. We've also initiated an audit process—previously there were over 20,000 active key cards, and now we're systematically logging them into a Google Sheet to improve accuracy and management. Our ambassadors have also been encouraged to strengthen their relationships with residents, fostering a greater sense of community.
- **Lifestyle Team:** The lifestyle team has continued to provide an exceptional experience by hosting several successful events this month, all of which received positive feedback. We've used these events to gather insights, helping us refine and improve future activities. This ongoing process of learning and adapting ensures our residents are consistently offered quality programming that meets their expectations.
- **Maintenance:** The maintenance team has been effectively managing and completing numerous tasks. Although we continue to use Vantaca, our techs have found it somewhat challenging to use. To address this, I created a new Google Sheet, which has proven to be much more user-friendly and allows for real-time tracking. This system also enables board members to easily access and review maintenance data as needed, enhancing transparency and communication.
- **System 4 (Cleaning):** Our cleaning partner, System 4, has significantly improved the cleanliness levels of both clubhouses, positively contributing to the resident experience. These improvements have been particularly noticeable and reflect our ongoing commitment to maintaining a clean, welcoming environment for all residents.

Overall, it has been a productive month with various adjustments and enhancements aimed at driving better outcomes across all fronts. Our focus remains on continually improving the quality of service and engagement with our residents.

Recommended Expenditures: I'd like to request funding for new trash cans—similar to the ones found in hotels—to help uplift the appearance of both clubhouses. I'm looking for around \$5,000 to cover both locations.

Additionally, I'd like to get some metal storage units to help us save space and keep things organized at both the Lakehouse and Lighthouse. I'm requesting \$3,000 to cover storage for both clubhouses.

Requested Board Actions:

None From GM

SOUTHSHORE METROPOLITAN DISTRICT**[District Management, Landscaping, etc.] Report**

December 10, 2024

Executive Summary: I received two window proposals for full replacement and the replacement of the three small single hung windows for the Lakehouse. I thought the BOD should be aware of the cost of the windows just so we know what to expect as they begin to fail. Renewal by Andersen is the higher priced option and Window World was more reasonable with about 30+ years in business. I also met with Home Depot but never received their proposal but wanted to note that I had three meetings as requested. I have not received proposals for the pond maintenance as of today but will continue to work on that. JR engineering reached out and said that they would have their proposal for the underdrains in the upcoming weeks as they are completing their inspections. Interior paint will begin this month once deposit has been paid as well as the flooring for the pub room and the banquet room at the Lakehouse. We are also waiting for the game projector to arrive to install at the Lighthouse. Completed the installation of the Yoga room new track lighting, the Southshore sail water feature lights have been installed, the trash enclosure at the Lakehouse, and the holiday lighting is about 80-90% completed. Still waiting for Patrick to deliver the last few items for COX to install. Project that is postponed is the ramjack project due to temperatures not conducive for installation. Will reschedule in spring.

Recommended Expenditures: [These expenditures can be both for ratification or approval].

1. [Vandre Electric] proposal re 90745 [Troubleshoot (2) in ground lights Lakehouse] in the amount of \$520.00 for [approval].
2. [Vandre Electric] proposal re 90744 [Troubleshoot tap room lights] in the amount of \$520 for [approval].
3. [Pumpman] proposal re Southshore Pond C [replace irrigation discharge valve] in the amount of \$3,462.92 for [approval].
4. A. [Window World] proposal re 3 damaged windows [Lakehouse] in the amount of \$4,157.29 for [approval].
B. [Renewal by Andersen] proposal re 3 damaged windows [Lakehouse] in the amount of \$11,056. for [approval].

Requested Board Actions: N/A



Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

4420 Allison Street, Suite B • Wheat Ridge, CO 80033 • Phone: 303-777-2318 • Fax: 303-484-5441

October 30, 2024

The Management Trust
3091 South Jamaica Court
Suite 100
Aurora, Colorado 80014

Attention: Angel Duran Phone: (303) 750-0994 x2366 Email: angel.duran@managementtrust.com

Estimate Number: 90744

Project Location: Lakehouse At Southshore 27151 E Lakeview Dr, Aurora, CO 80016

Scope of Work: Troubleshoot banquet room lights.

Quote amount: \$520.00

See Terms & Conditions

Vandre Electric and Refrigeration Company proposes the following work for the above captioned project location:

1. Troubleshoot the issues in the banquet room lighting circuit.
2. This quote includes up to four (4) hours of troubleshooting and minor repairs.
3. If the repairs cannot be done during that time Vandre Electric will notify the customer about additional cost to complete the project before continuing repairs.

Terms and conditions of this estimate:

- 1) This proposal excludes the following:
 - A) Any work not specifically listed above.
 - B) Any repairs to existing deficiencies not listed above.
 - C) Any additional work and/or materials generated by a change in the scope of work. All additional work shall be billed on a Time and Material basis unless arrangements are made to quote the additional work with an Electrical Supervisor.
 - D) Any additional work and/or upgrades generated by the building department, utility company, electrical engineer and/or their representatives, and any permit fees.
 - E) Any repairs, alternations and/or replacement of private underground utilities that may be damaged as a result of excavating, saw cutting, jack hammering, etcetera.
- 2) This estimate is based on the existing circuitry being in a usable and stable condition.
- 3) This estimate may be invalid if not accepted within 30 days.
- 4) All work shall be performed during normal business hours (Monday through Friday 7 A.M to 5 P.M.).
- 5) Nothing in this agreement shall require Seller (**Vandre Electric and Refrigeration**) to continue performance if timely payments are not made for suitably performed work or stored material. The Buyer (**The Management Trust**) is to prepare all work areas so as to be acceptable for Seller under contract. The seller will start work when sufficient areas are ready to insure continued work.

Continued on next page,



Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

4420 Allison Street, Suite B • Wheat Ridge, CO 80033 • Phone: 303-777-2318 • Fax: 303-484-5441

Quote number 90744, continued:

- 6) This proposal is in accordance with the seller's understanding of the requirements of this project from information received from the buyer, or its agent, and if written plans and specifications are furnished, the seller's interpretation of them.
- 7) The seller assumes no responsibility as to the accuracy or suitability of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor, or materials not specifically mentioned. Unless otherwise provided in the plans and specifications, the seller shall have the right to select all materials. When specified materials are unavailable, the seller shall have the right to substitute materials of equal or better quality.
- 8) Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment is not timely made.
- 9) No work shall commence until Vandre Electric has received a signed copy of this quote.
- 10) Payment, 50% down to start and final due upon completion with approved credit, and or card on file.
- 11) All sums not paid when due shall bear interest at the rate of 2% per month (24% per annum) or the maximum legal rate permitted by law, whichever is less. The buyer shall pay all costs of collections, including reasonable attorney fees.
- 12) All workmanship is guaranteed against defect for a period of thirty days from the date of installation. This warranty is in lieu of all other warranties, expressed or implied. The exclusive remedy shall be that the seller will repair or replace any part of its work which is found to be defective. The seller will not be responsible for damage to its work by other parties or for improper use of equipment by others.
- 13) Acceptance of this proposal by the buyer shall be acceptance of all terms and conditions recited herein, which shall supersede any conflicting terms in any other proposal. Any of the buyer's terms and conditions in addition or different to this proposal are objected to and shall have no effect. The buyer's agreement herewith shall be evidence by the buyer's signature hereon or by permitting the seller to commence work for the proposed project.
- 14) Due to market conditions all materials are subject to price increase at any time unless this quote expressly states that pricing for any item is firm or fixed.

If you have any questions, please call me at (303) 777-2318. Thank you for the opportunity to quote this work.

Sincerely,

Daryl Forshey
Lead Electrician

Accepted: _____ Date: _____

Authorized Agent for The Management Trust/ Lakehouse at Southshore 27151 E Lakeview Dr,
Aurora, CO 80016



Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

4420 Allison Street, Suite B • Wheat Ridge, CO 80033 • Phone: 303-777-2318 • Fax: 303-484-5441

November 6, 2024

The Management Trust
3091 South Jamaica Court
Suite 100
Aurora, Colorado 80014

Attention: Angel Duran Phone: (303) 750-0994 x2366 Email: angel.duran@managementtrust.com

Estimate Number: 90745

Project Location: Lakehouse At Southshore 27151 E Lakeview Dr, Aurora, CO 80016

Scope of Work: Troubleshoot in ground lights.

Quote amount: \$520.00

See Terms & Conditions

Vandre Electric and Refrigeration Company proposes the following work for the above captioned project location:

1. Troubleshoot the issues with two (2) in ground light fixtures by the trees at the front of the building.
2. This quote includes up to four (4) hours of troubleshooting and minor repairs.
3. If the repairs cannot be done during that time Vandre Electric will notify the customer about additional cost to complete the project before continuing repairs.

Terms and conditions of this estimate:

- 1) This proposal excludes the following:
 - A) Any work not specifically listed above.
 - B) Any repairs to existing deficiencies not listed above.
 - C) Any additional work and/or materials generated by a change in the scope of work. All additional work shall be billed on a Time and Material basis unless arrangements are made to quote the additional work with an Electrical Supervisor.
 - D) Any additional work and/or upgrades generated by the building department, utility company, electrical engineer and/or their representatives, and any permit fees.
 - E) Any repairs, alternations and/or replacement of private underground utilities that may be damaged as a result of excavating, saw cutting, jack hammering, etcetera.
- 2) This estimate is based on the existing circuitry being in a usable and stable condition.
- 3) This estimate may be invalid if not accepted within 30 days.
- 4) All work shall be performed during normal business hours (Monday through Friday 7 A.M to 5 P.M.).
- 5) Nothing in this agreement shall require Seller (**Vandre Electric and Refrigeration**) to continue performance if timely payments are not made for suitably performed work or stored material. The Buyer (**The Management Trust**) is to prepare all work areas so as to be acceptable for Seller under contract. The seller will start work when sufficient areas are ready to insure continued work.

Continued on next page,



Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

4420 Allison Street, Suite B • Wheat Ridge, CO 80033 • Phone: 303-777-2318 • Fax: 303-484-5441

Quote number 90745, continued:

- 6) This proposal is in accordance with the seller's understanding of the requirements of this project from information received from the buyer, or its agent, and if written plans and specifications are furnished, the seller's interpretation of them.
- 7) The seller assumes no responsibility as to the accuracy or suitability of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor, or materials not specifically mentioned. Unless otherwise provided in the plans and specifications, the seller shall have the right to select all materials. When specified materials are unavailable, the seller shall have the right to substitute materials of equal or better quality.
- 8) Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment is not timely made.
- 9) No work shall commence until Vandre Electric has received a signed copy of this quote.
- 10) Payment, 50% down to start and final due upon completion with approved credit, and or card on file.
- 11) All sums not paid when due shall bear interest at the rate of 2% per month (24% per annum) or the maximum legal rate permitted by law, whichever is less. The buyer shall pay all costs of collections, including reasonable attorney fees.
- 12) All workmanship is guaranteed against defect for a period of thirty days from the date of installation. This warranty is in lieu of all other warranties, expressed or implied. The exclusive remedy shall be that the seller will repair or replace any part of its work which is found to be defective. The seller will not be responsible for damage to its work by other parties or for improper use of equipment by others.
- 13) Acceptance of this proposal by the buyer shall be acceptance of all terms and conditions recited herein, which shall supersede any conflicting terms in any other proposal. Any of the buyer's terms and conditions in addition or different to this proposal are objected to and shall have no effect. The buyer's agreement herewith shall be evidence by the buyer's signature hereon or by permitting the seller to commence work for the proposed project.
- 14) Due to market conditions all materials are subject to price increase at any time unless this quote expressly states that pricing for any item is firm or fixed.

If you have any questions, please call me at (303) 777-2318. Thank you for the opportunity to quote this work.

Sincerely,

Daryl Forshey
Lead Electrician

Accepted: _____ Date: _____

Authorized Agent for The Management Trust/ Lakehouse at Southshore 27151 E Lakeview Dr,
Aurora, CO 80016



11/22/2024

South Shore Pond "C" Irrigation station maintenance items

Angel,

Per our conversation on 11/19/2024, I would like to propose the following quote.

Replace the irrigation pump station's discharge valve that no longer can be closed and rebuild the station's filter.

1 each 6" lug style valve with wheel handle actuator, 1 each VAF filter ready kit for the V-1000, and labor to remove and replace the valve. Remove, disassemble, clean, rebuild, and install the filter.

Cost for the items above and labor \$ 3,462.92

Let me know if you have any questions

Best Regards

David Hull

PumpMan Colorado

David@pumpmancolorado.com

Cell 303-435-4530

Office 303-892-9053



Customer: ANGEL DURAN

3 HUNG WINDOWS


Phone: _____

Address: - LAKEVIEW -

Email: _____

Window World Office 480 East 76th Ave. Building 5 Unit E Denver Co. 80229

Phone: 303-574-9594

<u>3</u> 1500 Series Double Pane Windows		<u>3</u> Energy Elite Value Package	150	<u>450.</u>
1500 Single Hung (Slim Line)	479	Solarzone Therm-D Elite Low-E, Argon Glass		Included
1500 Single Slide (Slim Line)	479	Double Strength Glass		Included
1500 3-Lite Slide	859	Accidental Glass Breakage (tempered not inc.)		Included
1500 Fixed Picture Window		Repair Labor Guarantee		Included
3000 Series Double Pane Windows		Triple Pane Upgrade (4000)	99	
3000 Single Hung	629	PriME Glass	149	
3000 Single Slide	629	Solarzone ThermD Elite Low-E w/ Argon Gas	79	
3000 3-Lite Slide	959	Nailing Fin	29	
3000 Fixed Picture Window		Foam Enhanced Frame (3000/4000)	39	
4000 Series Double Pane Windows		<u>3</u> Tempered Safety Glass full	139	<u>417</u>
4000 Tilt in Double Hung (w/sash s	699	Tempered Safety Glass half	69	
4000 Double Slide	699	Obscure Granite or Rain Privacy Glass	69	
4000 3-Lite Slide	999	HD Extruded Full Screen (4000)	40	
4000 Fixed Picture Window		<u>3</u> Colonial Grids Flat or Contoured	79	<u>237.</u>
Garden Bay Bow		Prairie or Perimeter Style Grids	89	
Casement or Awning Window	659	Custom Grids	149	
Basement up to 55 UI	429	Beige / Almond/Clay Color (Solid)	49	
Architectural Shape- Series _____		Interior Woodgrain (4000)	299	
Oriel / Arch Style Hung Window		Exterior Colors (10 year warranty)	299	
Sliding Patio Doors		Custom Exterior Wrap	149	
Standard Patio Door	1899	Primed Interior Wood Trim	259	
Premium 3" Patio Door	2499	Primed Wood Window Sills	259	
Premium French Rail or 5" Patio D	2799	Exterior 1x4 Cedar or Tru-Wood Trim	159	
Custom Size Add	799	<u>3</u> New Paint Grade Jambs and Casing	150.290	<u>450.</u>
Three Panel Upcharge	999	Other:		
Keyed Lock / Foot Lock	99			
Elite Energy Value Package	299	Total:		<u>2991.-</u>
HD Screen & SST Rollers + Labor warranty		<u>3</u> Window Installation	289	<u>867.</u>
White Blinds Between Glass	999	Door Installation	589	
Internal Grids	199	Window Mull (form multiple units)	169	
Beige / Almond Solid Frame	139	Window Mull Removal	89	
Exterior Color	599	Other:		
8' Patio door upcharge	299	1-2 Windows or a Single Door	189	
Additional panel upcharge (each)	999	Clear Story Height Charge	299	
Other:		RRP Lead Paint Procedures	74	
		Existing Blind Removal & Replace	29	
Lead time <u>8-12 weeks</u>	Initials _____	Labor Total:		<u>867.</u>
Additional work or labor:		Retail Delivery Fee	\$	0.29
		Site set up and disposal fee		\$299.00
		Applicable Sales Taxes <u>EXEMPT</u>	\$	—
		Fees/Permit/Use Tax	\$	
		Total	\$	<u>4157.29</u>
Troops Direct Charity Donation \$ _____		Custom Order Deposit 50%	\$	<u>2078.64</u>
https://www.troopsdirect.org/		Balance due upon Installation	\$	<u>2078.64</u>

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Notice of cancellation must be in writing postmarked no later than midnight of the following third business day. _____ Initial

Window World _____ Date _____ Owner _____ Date _____



Customer: ANGEL DURAN 2 PICTURE
Address: - LAKEVIEW - WINDOWS

Phone: _____
Email: _____

Window World Office 480 East 76th Ave. Building 5 Unit E Denver Co. 80229 Phone: 303-574-9594

1500 Series Double Pane Windows	2	Energy Elite Value Package	150	300.
1500 Single Hung (Slim Line) 479		Solarzone Therm-D Elite Low-E, Argon Glass		Included
1500 Single Slide (Slim Line) 479		Double Strength Glass		Included
1500 3-Lite Slide 859		Accidental Glass Breakage (tempered not inc.)		Included
1500 Fixed Picture Window		Repair Labor Guarantee		Included
3000 Series Double Pane Windows		Triple Pane Upgrade (4000)	99	
3000 Single Hung 629		PriME Glass	149	
3000 Single Slide 629		Solarzone ThermD Elite Low-E w/ Argon Gas	79	
3000 3-Lite Slide 959		Nailing Fin	29	
2 3000 Fixed Picture Window 1918.		Foam Enhanced Frame (3000/4000)	39	
4000 Series Double Pane Windows	2	Tempered Safety Glass full	139	278.
4000 Tilt in Double Hung (w/sash) 699		Tempered Safety Glass half	69	
4000 Double Slide 699		Obscure Granite or Rain Privacy Glass	69	
4000 3-Lite Slide 999		HD Extruded Full Screen (4000)	40	
4000 Fixed Picture Window	2	Colonial Grids Flat or Contoured	79	158.
Garden Bay Bow		Prairie or Perimeter Style Grids	89	
Casement or Awning Window 659		Custom Grids	149	
Basement up to 55 UI 429		Beige / Almond/Clay Color (Solid)	49	
Architectural Shape- Series _____		Interior Woodgrain (4000)	299	
Oriel / Arch Style Hung Window		Exterior Colors (10 year warranty)	299	
Sliding Patio Doors		Custom Exterior Wrap	149	
Standard Patio Door 1899		Primed Interior Wood Trim	259	
Premium 3" Patio Door 2499		Primed Wood Window Sills	259	
Premium French Rail or 5" Patio D 2799		Exterior 1x4 Cedar or Tru-Wood Trim	159	
Custom Size Add 799		New Paint Grade Jambs and Casing	299	
Three Panel Upcharge 999		Other:		
Keyed Lock / Foot Lock 99		Total:		2654.-
Elite Energy Value Package 299	2	Window Installation	289	578.
HD Screen & SST Rollers + Labor warranty		Door Installation	589	
White Blinds Between Glass 999		Window Mull (form multiple units)	169	
Internal Grids 199		Window Mull Removal	89	
Beige / Almond Solid Frame 139		Other:		
Exterior Color 599		1-2 Windows or a Single Door	189	
8' Patio door upcharge 299		Clear Story Height Charge	299	
Additional panel upcharge (each) 999		RRP Lead Paint Procedures	74	
Other:		Existing Blind Removal & Replace	29	
Lead time <u>8-12 weeks</u> Initials _____		Labor Total:		578.
Additional work or labor:		Retail Delivery Fee	\$ 0.29	
		Site set up and disposal fee	\$ 299.00	
		Applicable Sales Taxes <u>EXEMPT</u>	\$ -	
		Fees/Permit/Use Tax	\$	
		Total		\$ 3531.29
Troops Direct Charity Donation \$ _____		Custom Order Deposit 50%	\$ 1765.64	
https://www.troopsdirect.org/		Balance due upon Installation	\$ 1765.64	

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.
Notice of cancellation must be in writing postmarked no later than midnight of the following third business day. _____ Initial

Window World

Date

Owner

Date



WHOLE COMPLEX

Customer: ANGEL DURAN

Phone:

Address: - LAKEVIEW -

Email:

Window World Office 480 East 76th Ave. Building 5 Unit E Denver Co. 80229

Phone: 303-574-9594

1500 Series Double Pane Windows		107 Energy Elite Value Package	150	16050
1500 Single Hung (Slim Line)	479	Solarzone Therm-D Elite Low-E, Argon Glass		Included
1500 Single Slide (Slim Line)	479	Double Strength Glass		Included
1500 3-Lite Slide	859	Accidental Glass Breakage (tempered not inc.)		Included
1500 Fixed Picture Window		Repair Labor Guarantee		Included
80 3000 Series Double Pane Windows		Triple Pane Upgrade (4000)	99	
3000 Single Hung	629 50320	PrIME Glass	149	
3000 Single Slide	629	Solarzone ThermD Elite Low-E w/ Argon Gas	79	
3000 3-Lite Slide	959	Nailing Fin	29	
20 3000 Fixed Picture Window	12,580.	Foam Enhanced Frame (3000/4000)	39	
4000 Series Double Pane Windows		11 Tempered Safety Glass full	139	1529.
4000 Tilt in Double Hung (w/sash s)	699	Tempered Safety Glass half	69	
4000 Double Slide	699	Obscure Granite or Rain Privacy Glass	69	
4000 3-Lite Slide	999	HD Extruded Full Screen (4000)	40	
4000 Fixed Picture Window		107 Colonial Grids Flat or Contoured	79	8453.
Garden Bay Bow		Prairie or Perimeter Style Grids	89	
Casement or Awning Window	659	Custom Grids	149	
Basement up to 55 UI	429	Beige / Almond/Clay Color (Solid)	49	
7 Architectural Shape- Series	3273.	Interior Woodgrain (4000)	299	
Oriel / Arch Style Hung Window		Exterior Colors (10 year warranty)	299	
Sliding Patio Doors		Custom Exterior Wrap	149	
Standard Patio Door	1899	Primed Interior Wood Trim	259	
Premium 3" Patio Door	2499	Primed Wood Window Sills	259	
Premium French Rail or 5" Patio D	2799	Exterior 1x4 Cedar or Tru-Wood Trim	159	
Custom Size Add	799	107 New Paint Grade Jambs and Casings	150,299	16050.-
Three Panel Upcharge	999	Other:		
Keyed Lock / Foot Lock	99			
Elite Energy Value Package	299	Total:		113,255.-
HD Screen & SST Rollers + Labor warranty		107 Window Installation	289	30,923.
White Blinds Between Glass	999	Door Installation	589	
Internal Grids	199	Window Mull (form multiple units)	169	
Beige / Almond Solid Frame	139	Window Mull Removal	89	
Exterior Color	599	Other:		
8' Patio door upcharge	299	1-2 Windows or a Single Door	189	
Additional panel upcharge (each)	999	12 Clear Story Height Charge	299	3588.
Other:		RRP Lead Paint Procedures	74	
		Existing Blind Removal & Replace	29	
Lead time 8-12 weeks	Initials _____	Labor Total:		34,511.-
Additional work or labor:		Retail Delivery Fee	\$	0.29
		Site set up and disposal fee		\$299.00
		7% Applicable Sales Taxes EXEMPT	\$	—
		Fees/Permit/Use Tax	\$	
		Total	\$	148,065.29
Troops Direct Charity Donation \$ _____		Custom Order Deposit 50%	\$	74,032.64
https://www.troopsdirect.org/		Balance due upon Installation	\$	74,032.64

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Notice of cancellation must be in writing postmarked no later than midnight of the following third business day. _____ Initial

Window World

Date

Owner

Date



Cox Professional Landscape Services LLC
 14051 E Davies Ave Unit A
 Centennial, CO 80112

40
Proposal #43045
 Created: 06/28/2024
 Date: 05/01/2025
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland
 44 Cook Street, Suite 620
 Denver, CO 80206

southshoremndno.21@bill.com; angel.duran@managementtrust.com; michele.rittgers@managementtrust.com; Lucinda@simmonswheler.com

Location

27151 E Lakeview Dr
 Aurora, CO 80016

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
SMD - 2024 DEAD TREES & PLANTS Terms Net 30			
General Labor:2024 SOUTHSORE General Labor General Landscape Labor	320 Hr	\$ 60.00	\$ 19,200.00
Dump Service Removal of items taken to the dump	1	\$ 3,000.00	\$ 3,000.00

Client Notes

Removal and disposal of all dead trees and shrubs throughout the community.

Removal of tree stakes, guy wires, and straps from all trees throughout the community.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x _____ Date:

Please sign here to accept the terms and conditions

SUBTOTAL	\$ 22,200.00
TOTAL	\$ 22,200.00
DEPOSIT AMOUNT (50.0%)	\$ 11,100.00
DUE DATE	05/31/2025



Cox Professional Landscape Services LLC
 14051 E Davies Ave Unit A
 Centennial, CO 80112

41

Proposal #43763
 Created: 11/19/2024
 Date: 05/01/2025
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland
 44 Cook Street, Suite 620
 Denver, CO 80206

southshoremtno.21@bill.com; angel.duran@managementtrust.com; michele.rittgers@managementtrust.com; Lucinda@simmonswheler.com

Location

27151 E Lakeview Dr
 Aurora, CO 80016

SMD 2025 HANGING FLOWER POTS

Terms
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Annual Flower Install/Remove Prep and installation of annual flowers in new hanging flowerpots.	1	\$ 8,060.00	\$ 8,060.00

Client Notes

2025 Annual Flowers:

Installation of new annual flowers in the hanging pots at the Lakehouse and Boathouse, adjustments to existing drip system included.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x

Date:

Please sign here to accept the terms and conditions

SUBTOTAL	\$ 8,060.00
TOTAL	\$ 8,060.00
DEPOSIT AMOUNT (50.0%)	\$ 4,030.00
DUE DATE	05/31/2025



Cox Professional Landscape Services LLC
 14051 E Davies Ave Unit A
 Centennial, CO 80112

42
Proposal #43765
 Created: 11/20/2024
 Date: 05/01/2025
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland
 44 Cook Street, Suite 620
 Denver, CO 80206

southshoredno.21@bill.com; angel.duran@managementtrust.com; michele.rittgers@managementtrust.com; Lucinda@simmonswheler.com

Location

27301 E Southshore Dr
 Aurora, CO 80016

SMD - 2025 LIGHTHOUSE HANGING BASKETS

Terms
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Hanging Basket 24" black wrought iron hanging flowerpot with a coconut hair liner.	10	\$ 140.00	\$ 1,400.00
Misc. Landscape Materials Hardware to secure baskets and new irrigation system.	1	\$ 300.00	\$ 300.00
Annual Flower Install/Remove Annual Flower Installation	1	\$ 1,560.00	\$ 1,560.00
Landscape Materials:Sprinkler Parts:Drip Assem. RB 3/4" RB 3/4" drip zone assembly	1	\$ 900.00	\$ 900.00
Irrigation Tech:2025 Irrigation Tech Commercial Irrigation Tech - Install new drip zone	20 Hr	\$ 85.00	\$ 1,700.00

Client Notes

Install ten (10) new hanging baskets at the Lighthouse entrance. Install new drip zone to water pots via irrigation system.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 5,860.00
TOTAL	\$ 5,860.00
DEPOSIT AMOUNT (50.0%)	\$ 2,930.00
DUE DATE	05/31/2025

Signature

x

Date:

Please sign here to accept the terms and conditions

Photos



Cox Professional Landscape Services LLC
14051 E Davies Ave Unit A
Centennial, CO 80112

43

Proposal #43765

Created: 11/20/2024

Date: 05/01/2025

From: Wesley R Cox





Cox Professional Landscape Services LLC
 14051 E Davies Ave Unit A
 Centennial, CO 80112

44

Proposal #43766
 Created: 11/20/2024
 Date: 05/01/2025
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland
 44 Cook Street, Suite 620
 Denver, CO 80206

southshoremno.21@bill.com; angel.duran@managementtrust.com; michele.rittgers@managementtrust.com; Lucinda@simmonswheler.com

Location

27301 E Southshore Dr
 Aurora, CO 80016

SMD - 2025 LIGHTHOUSE FLOWER PLANTERS

Terms
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Self-Watering Planter Box 42"W x 22"D x 24"H self-watering planter box in dark charcoal grey	4 ea	\$ 1,055.00	\$ 4,220.00
Annual Flower Install/Remove Annual Flower Installation	1	\$ 3,120.00	\$ 3,120.00

Client Notes

Install four (4) new self-watering planter boxes (42"H x 24"W x 22"D) at the lighthouse entrance. One on both sides of the entrance door, and one between both sets of pillars at the main entrance (see attached concept photos).

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 7,340.00
TOTAL	\$ 7,340.00
DEPOSIT AMOUNT (50.0%)	\$ 3,670.00
DUE DATE	05/31/2025

Signature

x

Date:

Please sign here to accept the terms and conditions

Photos





Cox Professional Landscape Services LLC
 14051 E Davies Ave Unit A
 Centennial, CO 80112

45
Proposal #43764
 Created: 11/19/2024
 Date: 05/01/2025
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland
 44 Cook Street, Suite 620
 Denver, CO 80206

southshoremno.21@bill.com; angel.duran@managementtrust.com; michele.rittgers@managementtrust.com; Lucinda@simmonswheler.com

Location

27151 E Lakeview Dr
 Aurora, CO 80016

SMD - 2025 ANNUAL FLOWER BEDS		Terms Net 30	
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Annual Flower Install/Remove Annual Flower Installation - Lakehouse	1	\$ 5,980.00	\$ 5,980.00
Annual Flower Install/Remove Annual Flower Installation - Boathouse	1	\$ 3,120.00	\$ 3,120.00
Annual Flower Install/Remove Annual Flower Installation - Lighthouse	1	\$ 4,680.00	\$ 4,680.00

Client Notes

Additional Annual Flower Beds 2025:

- Additional annual flower beds at the Lakehouse, Boathouse, and Lighthouse (see attached maps).
- Includes relocation of existing perennials to adjacent bed areas.
- See attached flower palates for species and color selections.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x _____ Date:

Please sign here to accept the terms and conditions

SUBTOTAL	\$ 13,780.00
TOTAL	\$ 13,780.00
DEPOSIT AMOUNT (50.0%)	\$ 6,890.00
DUE DATE	05/31/2025

Photos



Cox Professional Landscape Services LLC
14051 E Davies Ave Unit A
Centennial, CO 80112

46

Proposal #43764

Created: 11/19/2024

Date: 05/01/2025

From: Wesley R Cox





Cox Professional Landscape Services LLC
 14051 E Davies Ave Unit A
 Centennial, CO 80112

47
Proposal #43878
 Created: 12/03/2024
 Date: 06/01/2025
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland
 44 Cook Street, Suite 620
 Denver, CO 80206

southshoremndno.21@bill.com; angel.duran@managementtrust.com; michele.rittgers@managementtrust.com; Lucinda@simmonswheler.com

Location

27301 E Southshore Dr
 Aurora, CO 80016

SMD - 2025 TREE AND STUMP GRIND PRICING

Terms
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Construction:Tree Planting Tree Planting for 2025 - 3" trees of the following species: - Autumn Blaze Maple - Spring Snow Crabapple - Kentucky Coffee Tree - Chanticleer Pear - Pinyon Pine (6')	1	\$ 1,450.00	\$ 1,450.00
Stump Grinding Stump grinding - 12" per each	1	\$ 400.00	\$ 400.00

Client Notes

Pricing includes all materials and labor for installation of one (1) 3" deciduous or 6' coniferous tree of the species listed above, including removal of a dead tree & stump of same size or less.

Pricing for stump grinding assumes a stump greater than 3", but under 12", a minimum of 8 stumps total, and reasonable access. Stumps over 12" or with restricted access to bid separately on a case-by-case basis.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 1,850.00
TOTAL	\$ 1,850.00
DEPOSIT AMOUNT (50.0%)	\$ 925.00
DUE DATE	07/01/2025

Signature

x

Date:

Please sign here to accept the terms and conditions

S&J Construction LLC.

P. O. Box 631413
Highlands Ranch, CO 80163
720-9393856

INVOICE

IN: 20240818

TO:

Xiaojian Ni
6705 S Robertsdale Way
Aurora, CO 80016

JOB DESCRIPTION
Replace wet wall insulation. Using 4 air mover flooring drying fans to dry concrete floor, window frame, and furnace base.

ITEMIZED COST	AMOUNT
Materials	\$500.00
Labor and fuel charge	\$2,000.00
TOTAL COST	\$2,500.00

Kaihua Song
PREPARED BY

August 27, 2024
DATE

----- Forwarded message -----

From: **Yihong Zang** <zangyihong@gmail.com>

49

Date: Thu, Oct 24, 2024 at 5:29 PM

Subject: Re: Urgent Request for Reimbursement Due to Property Damage from Faulty Sprinkler

To: Ryan Zent <rzent@southshoremetro.org>

Cc: Jack Ni <xjni@hotmail.com>, Kevin Stadler <kstadler@southshoremetro.org>

Ryan and Kevin,

Please find attached the basement restoration invoice and the payment check.

As for the personal property damage, I am uncertain how to provide an exact estimate. Approximately 20+ items were affected by the water damage, including winter clothing, shoes, crafts brought back from overseas, household and kitchen supplies, and electronics. Some of these items have receipts, while others are hard to find. I've spent hours cleaning, drying and airing them out. You may estimate the cleaning costs for the personal property damage based on your assessment. Let me know if this works for you.

Below is the list of affected items:

- Canada Goose Down jackets - 2
- Winter clothes - 10+
- UGG Winter shoes - 2 pairs
- kitchen and toilet paper - 2 packages
- Lanterns and decorative lights - 5 sets
- Glass Candle Holders - 1 set
- Apple Laptop - 1
- Meat grinder - 1
- Epson printer - 1
- Digital devices, cables, phone sets

Thank you for your assistance in resolving this matter.

Best regards,
Jack and Amy

On Thu, Aug 22, 2024 at 2:27 PM Yihong Zang <zangyihong@gmail.com> wrote:

Hi Ryan,

I am a resident of the Southshore Aurora neighborhood (80016). On August 12th at 9:10 PM, I was alarmed by what sounded like heavy rainfall hitting the exterior of my home, but I quickly realized there was no rain at all. Upon investigation, I discovered that a nearby sprinkler on city-managed property was malfunctioning. The high-pressure water jets were spraying directly onto the exterior wall and window of my house, causing significant water infiltration into the basement through the window sills.

Unfortunately, this led to dampened interior walls and floors, with standing water in the basement that caused damage to electronic devices and storage boxes placed along the walls. The extent of the damage has been distressing, both emotionally and financially. Additionally, if the damage is not promptly and properly repaired, I am concerned about the potential for future issues such as mold and mildew, which could lead to even more significant problems.

I immediately contacted the HOA, and the following day, Hernan from Management Trust and Randy from AMI (the company hired by the city to maintain the sprinkler system) inspected the basement. I also engaged a licensed contractor to assess the damages.

Hernan informed me that his company is hired by the Metro District and is not responsible for the damages. He then provided me with your contact information for further assistance.

Here are some additional details that may be relevant:

1. The sprinkler head was actually broken as early as the previous Friday 08/09. I noticed the basement floor was soaked on Saturday night, but I didn't know the cause at that time.
2. After Hernan sent a technician to repair the sprinkler head, no more water entered the basement, and the floor has begun to dry.
3. Since we moved in, our basement has never had any water infiltration, even during snow or heavy rainstorms.

This situation has caused considerable inconvenience and stress for my family, and I am eager to resolve it as soon as possible. I have photos of the damage and the estimate from an independent contractor (attached). Given the circumstances, I am requesting reimbursement for the damages caused by the faulty sprinkler.

I am fully prepared to cooperate with you in any way necessary to expedite the resolution of this matter. Please advise me on how to proceed. I would appreciate your response by 08/31/2024 or let me know if you require any further information.

Thank you so much for your prompt attention to this urgent matter.

Best regards,

Jack Ni & Amy Zang

Home Address: 6705 S Robertsdale Way

**POOL USAGE AGREEMENT
(Wheatlands Sharks Swim Team)**

This POOL USAGE AGREEMENT (Wheatlands Sharks Swim Team) (this “**Agreement**”) is made and entered into to be effective as of _____, 2024, by and between SOUTHSORE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and WHEATLANDS SHARKS SWIM TEAM, a federally and State of Colorado recognized not-for-profit 501(c)(3) corporation (“**WSST**”) (the District and WSST are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the District is a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”) duly organized and existing pursuant to Title 32, Article 1, 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 Section 32-1-1001(l)(h), C.R.S., the District is empowered to enter into contracts and agreements affecting the business and affairs of the; and

WHEREAS, the District owns a pool facility known as the Lighthouse located at 27301 E Southshore Dr, Aurora, Colorado 80016, which includes a pool, the areas within the fence enclosing the pool, restrooms, and parking lot (collectively, the “**Pool Facility**”); and [Jeff, please let us know the scope of WSST gets access to]

WHEREAS, WSST is engaged in the business of managing swim team operations, and coordination of instructional and competitive programs; and

WHEREAS, WSST desires to use the Pool Facility for the purpose of providing swim team operations.

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

TERMS AND CONDITIONS

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Use of Pool Facility and Swim Season Responsibilities. WSST is granted permission to use the Pool Facility for swim team activities, including organizing and managing instructional and competitive programs, according to the schedule outlined below and in compliance with the terms of this Agreement. Each year, the “**Swim Season**” will start no earlier than the later of (a) the third Monday of May and (b) the first Tuesday following Memorial Day Weekend and end no later than the third Friday of July. The dates of the Swim Season may be adjusted through a written agreement between the Parties.

2. Outreach and Registration for District Residents.

(a) Annual Community Event. WSST may host one community event each year to promote interest in the swim team. The event date is to be determined but must occur at least two weeks before registration opens. The date, time, and location of the event must be approved by the District at least two weeks in advance. [Jeff, this provision is vague but can be more specific once we know registration dates and timing]

(b) District Website. Each year this Agreement is in effect, WSST may provide an announcement regarding the swim team and registration for the District to place on the District's website, at the District's sole discretion.

(c) Registration Signage. WSST may display signs within the District to promote swim team registration. [Jeff, we will need to discuss how many, where, etc.]

(d) Priority Registration for District Residents. WSST will offer priority registration for District residents and taxpayers, allowing them to register at least five days before general registration opens. Additionally, late registration will remain available for District residents until April 30 each year. WSST reserves the right to deny registration to District residents who have not met prior requirements, including registration conditions, volunteering commitments, or the team Code of Conduct. This policy applies equally to all team members who have not fulfilled prior obligations.

(e) Community Appreciation Event. WSST shall/may [Jeff, please let us know if this is something the District wants WSST to provide] hold one community appreciation event each summer. WSST will collaborate with the District Representative (as defined later in this Agreement) to plan and promote this event. The date, time, and location must be approved by the District at least two weeks in advance. [Jeff, this language is vague so please let us know if you would like this to be more specific]

(f) Reporting on District Resident Participation. By June 15 each year, WSST will provide the District with the percentage of team members who are District residents.

3. Practice Schedule for Swim Season. The Pool Facility will be closed to the public during the scheduled practice times listed below.

(a) Practice Duration. Swim practice occurs only on weekdays during the Swim Season, with specific practice dates for each Swim Season must be confirmed by the Parties in writing by February 28 of each year. If practice dates for Swim Season are not confirmed by February 28 of that year, Swim Season for that year will be cancelled, unless otherwise agreed to in writing by the Parties.

(b) Practice Schedule.

(i) Practices, if any, between the third Monday of May to the third Friday of May practice is Monday through Friday, between 5:00 pm and 8:00 pm. All swimmers must exit the water and leave the Pool Facility by 7:50 pm. WSST staff will complete cleaning, remove lane lines, and check out of the Pool Facility by 8:00 pm.

(ii) From the fourth Monday of May [Jeff, we want to flag that this might occur on Memorial Day – if so, is that okay?] to the second Friday of July practice is held Monday through Friday, between 6:30 am and 10:00 am. Notwithstanding the foregoing, there is no practice on the date on which the Fourth of July Holiday is observed. All swimmers must exit the water and leave the Pool Facility by 9:50 am. WSST staff will complete cleaning, remove lane lines, and check out of the Pool Facility by 10:00 am.

(iii) From the third Monday in July to the third Friday of July practice is held Monday through Friday, between 8:00 am to 10:00 am.

4. Meet Schedule for Swim Season. The pool will be closed to the public during the times reserved for home meets as more fully described below.

(a) Home Meets. WSST may host up to three home swim meets at the Pool Facility on Saturdays during the season. No more than two consecutive weekends may be scheduled for home meets.

(b) Meet Timing and Facility Use. The schedule for warm-ups and the start time for each meet will be determined based on the specific meet timeline. This timeline will be arranged to ensure that all activities are completed, and the Pool Facility is fully cleaned and vacated by WSST staff by 2:00 p.m. after each meet.

(c) Meet Scheduling and Communication. Final meet dates will be coordinated in collaboration with MHSL Division Co-teams. WSST will provide the finalized meet schedule to the District by May 1 each year to facilitate timely announcements through the appropriate District channels. [Jeff, is District okay with this?]

5. Pool Usage Expectations.

(a) The District will provide a clean environment for the Pool Facility prior to the occupation by WSST for meets or practice. This includes maintaining pool chemicals; skimming and cleaning the pool; ensuring all trash cans to have liners and/or bags; ensuring all trash is removed, ensure bathrooms are cleaned and properly stocked, and ensure the area outside the gate is cleaned, with trash removed.

(b) WSST will provide all lifeguards during all practices and meets.

(c) WSST will follow the Pool Testing Protocol as set forth on Exhibit A attached hereto.

(d) After each practice and meet, WSST will return the Pool Facility to the condition provided by the District, complete the checklist provided by the District, and provide the completed checklist to the District Representative. A designated WSST representative will meet with the head guard, the aquatic director or any other designated pool management official to check out of the Pool Facility.

6. Facility/Equipment.

- (a) All WSST equipment owned or purchased will remain WSST property.
- (b) All District equipment owned or purchased will remain District property.

(c) WSST shall return the Pool Facility and District equipment in working order. While WSST will not be held responsible for normal wear and tear on any provided District equipment, WSST will reimburse the District for any damage to facilities or equipment that, in the District's reasonable discretion, is determined to have been caused by WSST.

7. Swim Team Operation.

(a) WSST is responsible for all aspects of the swim team program at the Pool Facility, including but not limited to the registration process, hiring coaches, lifeguarding, and monitoring the team while at the Pool Facility, facilitating meets, facilitating special events, concessions, adhering to applicable state, county, and District guidelines, and any other swim team program issues.

(b) All coaches shall be First Aid and CPR trained, lifeguard certified and will have completed a background check.

(c) WSST will operate and compete in the Mountain High Swim League and follow the policies and procedures of MHSL.

(d) WSST will be the exclusive swim team contracting at the Pool Facility until termination of this Agreement.

8. Liability Waiver. The District will provide to WSST a waiver of liability form (“**Waiver**”). WSST will provide to the District's legal counsel a signed and completed Waiver for each member of the swim team by May 15 of the start of each Swim Season. The signed and completed Waivers will be held by the District's manager and will be tendered to the District's insurance carrier or other third-party only in the event of a claim. Otherwise, the signed and completed Waivers are not to be released without the written consent of WSST.

9. Compensation. WSST will pay the District \$3,000 on or before May 1 each year for usage of the Pool Facility for that year. [Jeff, we adjusted up given the time between the agreement you sent us and this agreement but can adjust downwards to \$2500 as it was previously]

10. Insurance. WSST represents, warrants, and agrees that it has and shall maintain commercial liability insurance, State minimum workers' compensation insurance coverage for its employees, broad form general liability, property damage, and automotive liability insurance in amounts at least equal to the limits of liability of \$2,000,000 each occurrence, \$2,000,000 aggregate. All insurance policies (except workers' compensation) shall include the District and its elected officials, employees and agents as additional insureds. No later than five days prior to each year's Swim Season, WSST shall deliver to the District certificates of insurance evidencing compliance with this Section.

11. Independent Contractor.

(a) WSST is an independent contractor with full authority and control within the constraints of this Agreement to manage and operate the swim team. WSST and its employees or agents are not employees or agents of the District. The District will not provide any insurance or employment benefits to WSST or its employees, subconsultants, subcontractors, agents, or representatives. These exclusions include but are not limited to: federal, state, or local tax contributions; FICA or other insurance contributions; workers' compensation; disability, health, life, or professional liability insurance; vacation or sick-time benefits; retirement contributions; or any other taxes, benefits, or insurance.

(b) WSST is responsible for the safety of its employees, subcontractors, agents, and representatives. All personnel provided by WSST shall be deemed employees or subcontractors of WSST and not of the District. WSST employees are not entitled to workers' compensation or unemployment benefits from the District; any such coverage must be provided by WSST or another entity other than the District.

12. Indemnification/Hold Harmless; No Waiver of Liability.

(a) WSST shall indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the “**District Indemnitees**”), from any claims, liability, loss, or damage, including court costs and reasonable attorneys' fees, arising out of or related to WSST's use of the Pool Facility or any other District-owned facility, amenity, or fixture, or WSST's performance of its obligations under this Agreement.

(b) Any insurance coverage requirements outlined in this Agreement shall not reduce or limit WSST's indemnification obligations. WSST may obtain additional insurance at its own expense if it deems necessary for its obligations, including the indemnity obligations specified herein. These indemnification obligations shall survive the expiration or termination of this Agreement.

(d) The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act (Title 24, Article 10, C.R.S.) or otherwise available to the District or its officers, employees or agents.

13. Emergency Closing of Pool Facility. If the Pool Facility is closed before the start of the Swim Season for reasons beyond the control, fault, or negligence of either WSST or the District, the District will refund any fees paid by WSST for the use of the Pool Facility.

(a) WSST is responsible for monitoring and implementing its safety plans for situations involving inclement weather, chemical issues (as detailed in **Exhibit A**), and other health and safety incidents such as vomit or fecal contamination in the pool. In cases of chemical or pool safety concerns, WSST will follow the notification protocol outlined in **Exhibit A** to contact the appropriate point of contact.

(b) WSST acknowledges that pool closures due to environmental concerns do not entitle WSST to a refund of pool fees. However, if the Pool Facility is closed due to

mechanical or chemical failures, WSST may request a pro-rata refund for the portion of fees corresponding to the days the Pool Facility was closed.

14. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the Party to whom it is addressed on the third day after such notice is given.

District: Southshore Metropolitan District
c/o Management Trust
3091 South Jamaica Court, Suite 100
Aurora, Colorado 80014
Attn: President
Email: monique.diego@managementtrust.com and
Email: rzent@southshoremetro.org

With a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206
Attn: David Greher, dgreher@cegrrlaw.com

WSST: Wheatlands Sharks Swim Team
7202 S. Rome St.
Centennial, Colorado 80016
Attn: Tricia McCarthy, robschimy@aol.com

15. Term of Agreement. This Agreement becomes effective upon execution by both Parties and will automatically renew for three one-year terms, unless either Party provides 90 days' written notice before the end of the then-current fiscal year or unless terminated as otherwise provided herein.

16. Early Termination by District. The District reserves the right to terminate this Agreement at any time without cause by providing WSST with written notice. This notice of termination must be delivered at least thirty days prior to the intended termination date, unless the Parties agree otherwise in writing. If the District exercises this right to terminate the Agreement early, it will reimburse WSST for the portion of fees corresponding to the days remaining in the then-current Swim Season. This reimbursement shall be WSST's sole right and remedy in the event of early termination by the District.

17. District Representative. The District will designate, prior to commencement of work, its representative (the "**District Representative**") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to WSST's usage of the Pool Facility. All requests for contract interpretations and other clarification or instruction shall be

directed to the District Representative. The District's Representative shall be **[insert representative]**.

18. No Multiple-Fiscal Year Obligation. Any financial obligations of the District arising under this Agreement shall be subject to annual appropriation by the District's Board of Directors in its absolute discretion. This Agreement shall not be construed or interpreted to create a multiple-fiscal year direct or indirect obligation of the District.

19. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

21. Law/Severability. The internal laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement without regard to a choice of law analysis. Venue for any legal action shall be in the District Court for Arapahoe County, Colorado. The prevailing Party in any legal proceeding brought to enforce rights hereunder shall recover from the other Parties its reasonable attorneys' fees and costs. As used herein the term "prevailing Party" means the Party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

23. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

{The remainder of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties have executed this Pool Usage Agreement as of the day and year first set forth above.

DISTRICT:
SOUTHSHORE METROPOLITAN DISTRICT

By: _____
Name: _____
Title: _____

WSST:
WHEATLANDS SHARKS SWIM TEAM

By: _____
Name: _____
Title: _____

EXHIBIT A

Pool Testing Protocol

For the safety of the WSST, and to ensure appropriate water quality when the WSST members enter and leave the pool for practice or for meets, WSST will adhere to the following protocols:

1. The District or District Representative will ensure that the Pool Facility is available for WSST to conduct water chemistry testing each night during the Swim Season, Sunday through Friday, by 6:00 p.m. The testing will take place between approximately 6:00 p.m. and 8:00 p.m., with results provided from that time frame.
2. WSST will visually inspect the pool for discoloration and sediment on the pool floor.
3. WSST will utilize a non-expired Taylor Swimming Pool Test Kit to test the pool chemistry.
4. Prior to pool entry for practice or meets, a representative of WSST will perform a temperature check and water chemistry tests on pH and chlorine. Once a week, water chemistry tests will be performed on total alkalinity, calcium hardness, cyanuric acid, combined chlorine and saturation index.
5. WSST will keep and maintain a logbook of the results of each test. And allow the District access to the information. The timing and procedure for logging the test results will be mutually agreed upon by both parties.
6. WSST will follow the guidelines as set forth by the State of Colorado Department of Public Health and Environment, Water Quality Control Division, 5 CCR 1003-5, State Board of Health Regulations Pertaining to Swimming Pools and Mineral Baths.