

**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 Wednesday, January 8, 2025, via Zoom:

<https://us02web.zoom.us/j/82205124997>

Or join by phone:

(719) 359-4580

Webinar ID: 822 0512 4997

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 November 30, 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.
5. Consent Agenda.
 - (a) December 10, 2024 Regular Meeting Minutes
 - (b) Public Alliance Report and Expenditures, Action Items

- (c) Management Trust Report and Expenditures, Action Items
 - (d) Cox Landscaping Report and Expenditures, Action Items
 - (e) Metropolitan District Public Safety Group Report and Expenditures, Action Items
6. Updates and decision items:
 - (a) Consider approval of Pool Usage Agreement with swim team
 - (b) Discuss District force pooling options and consider possible engagement of special counsel.
 - (c) 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) Review and approve Service Agreement for District Management and Accounting Services.
 8. Other Contracts for Approval, if necessary.
 9. Public Comment. *Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three minutes per person and the public comment portion of this meeting will not exceed 30 minutes. The Board is not required to respond to or discuss public comments. No action will be taken at this Meeting on public comments unless on this Agenda.*
 10. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding election issues, the Pool Usage Agreement and the District's management contracts.
 11. Possible action on matters discussed in Executive Session.
 12. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSHORE METROPOLITAN DISTRICT

By /s/ Ryan Zent
 Ryan Zent, President

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT

HELD DECEMBER 10, 2024

A Regular Meeting of the Board of Directors of the Southshore Metropolitan District was held on December 10, 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

Jeff Bergeon, Vice President/Assistant Secretary/Treasurer

Absent (excused):

Colette Palmer, Vice President/Assistant Secretary/Treasurer

Kevin Chan, 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”)

Monique Diego of MT

Jennifer Cornthwaite of MT

Hernan Buenfil of MT

Doug Richter of Earnweald

Andy Carroll of Metropolitan District Public Safety Group

Randy Cox of Cox Landscaping

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 revised the Consent Agenda to move the approval of various proposals provided by MT and Cox Landscaping to the respective consultant reports.

ACCOUNTANT'S
REPORT

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

Director Stadler noted that the expense to American Eagle Protective Services should be removed from the District's claims listing and forwarded to the Master Association for payment.

Following discussion and upon motion duly made, seconded and unanimously carried, the Board (a) ratified approval the October 31, 2024 financials; (b) approved and confirmed the disbursements as presented and (b) approved the claims.

DISTRICT
COMMITTEES
UPDATE

Appointments: There were no appointments of Committee members.

Finance Committee: Director Stadler noted that the Southshore Master Association has ratified the Reserve Transfer Agreement and is coordinating with Ms. Wheeler on the transfer of funds.

Facilities Committee: Director Bergeon discussed various ongoing projects and stated that he and the Facilities Committee request that Ms. Duran and MT provide more information and keep the group apprised on matters that involved the facilities. Director Bergeon informed the Board that the Committee will meet with the Social Committee to discuss the Pool Usage Agreement with the Wheatlands Sharks Swim Team.

President Zent noted that he and Ms. Cornthwaite are working on a Memorandum of Understanding and will meet with the Social Committee to review.

Ms. Cornthwaite discussed audio visual matters. President Zent requested that Ms. Cornthwaite obtain a quote from Oyster Digital for the proposed work. Following further discussion and upon motion duly made, seconded and unanimously carried, the Board approved a proposal with Oyster

Digital in an amount not to exceed \$2,000.

Landscaping Committee: Nothing to report.

Communications Committee: President Zent stated that the town hall went well and included good collaboration with the Homeowners Association.

Ms. Cornthwaite informed the Board that she and Director Chan have discussed using Canva Teams for the District's social media postings. She will discuss this further with Mr. Greher.

CONSENT
AGENDA

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

Reimbursement for homeowner water damage

Facilities Rental Agreement.

November 12, 2024 Regular Meeting Minutes

December 5, 2024 Special Meeting Minutes

Vandre Electric & Refrigeration proposal – troubleshoot banquet room lighting circuit in the amount of \$520

Vandre Electric & Refrigeration proposal – troubleshoot in ground lighting in the amount of \$520

PumpMan proposal – maintenance of Pond C irrigation station in the amount of \$3,462.92

Cox Landscaping proposal – installation of annuals in the amount of \$8,060

Cox Landscaping proposal – installation of annuals in the amount of \$5,860

Cox Landscaping proposal – addition of planter boxes in the amount of \$7,340

Cox Landscaping proposal – planting and transplanting of annuals in the amount of \$13,780

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the foregoing items from the Consent Agenda (having tabled items 6(c)(iv) - Window World proposal;

6(c)(v) – Renewal by Andersen proposal; 6(d)(i) - Cox Landscaping proposal; and 6(d)(vi) - Cox Landscaping proposal)

MANAGEMENT
TRUST REPORT
AND
EXPENDITURES

Ms. Duran discussed the window repair proposals pulled from the Consent Agenda. Ms. Duran noted that the damaged windows could pose as a security risk and recommends they get repaired as soon as possible. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the proposal from Window World to replace the damaged windows in the amount of \$4,157.29.

COX
LANDSCAPING
REPORT AND
EXPENDITURES

Mr. Cox discussed the proposals pulled from the Consent Agenda. President Zent noted that the Cox Landscaping proposals for the removal of dead trees, stump removal, and tree planting will be tabled.

METROPOLITAN
DISTRICT PUBLIC
SAFETY GROUP
REPORT AND
EXPENDITURES

Nothing to report.

POOL USAGE
AGREEMENT

Director Bergeon discussed the Pool Usage Agreement with the Board. The Agreement still needs to be finalized and has been circulated to the Wheatlands Sharks Swim Team Board for review and comment. No action was taken.

FORCE POOLING
OPTIONS

Nothing to report.

JR ENGINEERING
REPORT

Table.

DISTRICT
WEBSITE

Nothing to report.

2025 MEETING
DATES

After discussion the Board moved the 2025 regular meetings to 6:00 p.m. on the second Wednesday of each month.

OTHER MATTERS

Mr. Greher acknowledged the Board generally and Director Stadler in particular for their efforts to execute the Snow Plow Agreement with the City. Southshore is apparently one of only two communities in the City which have taken the steps necessary to provide snowplow services.

OTHER
CONTRACTS

None.

PUBLIC COMMENT

None.

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 election issues, the Pool Usage Agreement and the District's contract with Management Trust. The Board temporarily left the Regular meeting at 6:52 p.m. and reconvened in Executive Session.

The Board concluded the Executive Session and reconvened in regular session at 7:48 p.m.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

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

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 10, 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

Jan 08,2025

Executive Summary: Building on the momentum from last month, December was another productive and eventful period for the team. With numerous holiday activities and operational projects underway, we continued to make strides in improving the resident experience while wrapping up significant initiatives.

- **Events:** The holiday season kept the team busy with events like the Santa Visit and the Adult Holiday Party. Both events ran smoothly and were well-received by residents, reinforcing the team's ability to deliver memorable experiences even during the busiest times of the year.
- **Lakehouse Project:** We completed the much-anticipated painting project at the Lakehouse, giving the space a refreshed and more modern look. This update has already received positive feedback and is a testament to our commitment to maintaining high standards across the community.
- **Front Desk:** The front desk team continues to improve daily, strengthening communication with residents and addressing requests more efficiently. Relationships between our ambassadors and residents are becoming more personable, fostering a stronger sense of community engagement.
- **Maintenance:** Elias has stepped up significantly, showing great initiative in addressing maintenance tasks across both clubhouses. However, the workload remains heavy, and we are monitoring to ensure the team remains supported as demands increase.
- **Operational Improvements:** In response to challenges with Vantaca, a more user-friendly Google Sheet was implemented for tracking maintenance tasks. This tool has made it easier for the team to stay on top of requests and has improved transparency for board members.
- **Cleaning:** System 4 has been delivering consistently improved results, with noticeable enhancements in the cleanliness of both clubhouses. These improvements have positively impacted the overall resident experience.

While the team's efforts have resulted in many successes this month, it's clear that the workload remains substantial. Personally, it's been a challenging month adapting to changes within Management Trust while ensuring the community's needs continue to be met.

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

The Management Trust Report – Lifestyle Director

December 2024

Executive Summary: **Monthly Lifestyle Summary December 2024**

Carriage Rides: Due to popular demand, we brought back this cherished tradition, offering approximately 200 homeowners the opportunity to enjoy an old-fashioned horse and carriage ride. While the event was thoroughly enjoyed by all participants, we are considering reallocating the funds in 2025 to initiatives that would allow a greater number of homeowners to benefit and participate.

Youth Classes and Events:

Our Kid Stage theater class continues to flourish, recently delivering a remarkable performance at the Lighthouse to a sold-out audience comprising parents, grandparents, and siblings.

Similarly, our toddler craft and story hour is experiencing consistent growth, welcoming new families each week. It is heartening to witness homeowners forming connections with these newcomers, fostering a sense of community. This program has truly become a source of joy and enrichment for all involved.

Santa: This year's Santa event was a two-day extravaganza that ran seamlessly. Santa had the joy of meeting and engaging with over 800 children, spreading festive cheer throughout the event. Guests enjoyed a delightful hot chocolate bar, engaging crafts, and an abundance of holiday spirit. While organizing the event posed its challenges, the reward of seeing so many happy faces made it all worthwhile. A special highlight was the participation of young entrepreneurs, who set up shops downstairs to showcase and sell their handmade gifts, adding a unique and charming element to the festivities. We were also honored to have volunteers from Fox Ridge's IB program, whose support was invaluable to the event's success.

Adult Holiday Party: We concluded the holiday season with an Adult Holiday Party at the Lighthouse, which was executed seamlessly. The Social Committee allocated funds to decorate the Lighthouse, creating a festive atmosphere. Staff were on hand to assist with check-in, support cleanup efforts, and help with food, games, and beverages, ensuring the event's success.

Event Rentals: This month, as with many others, saw the Lakehouse fully booked with private rentals. We are pleased to announce that the audiovisual system is now fully operational. Looking ahead to January and February, we anticipate a similarly busy schedule. Our team remains dedicated to streamlining the check-in and check-out processes, optimizing the use of the space, and ensuring it is maintained to the highest standards of cleanliness and appearance.

Clubs

Book Club: They have given me all their dates for 2025 so I'm working with the leader of the group to schedule smartly and help them grow! They already have grown this year!

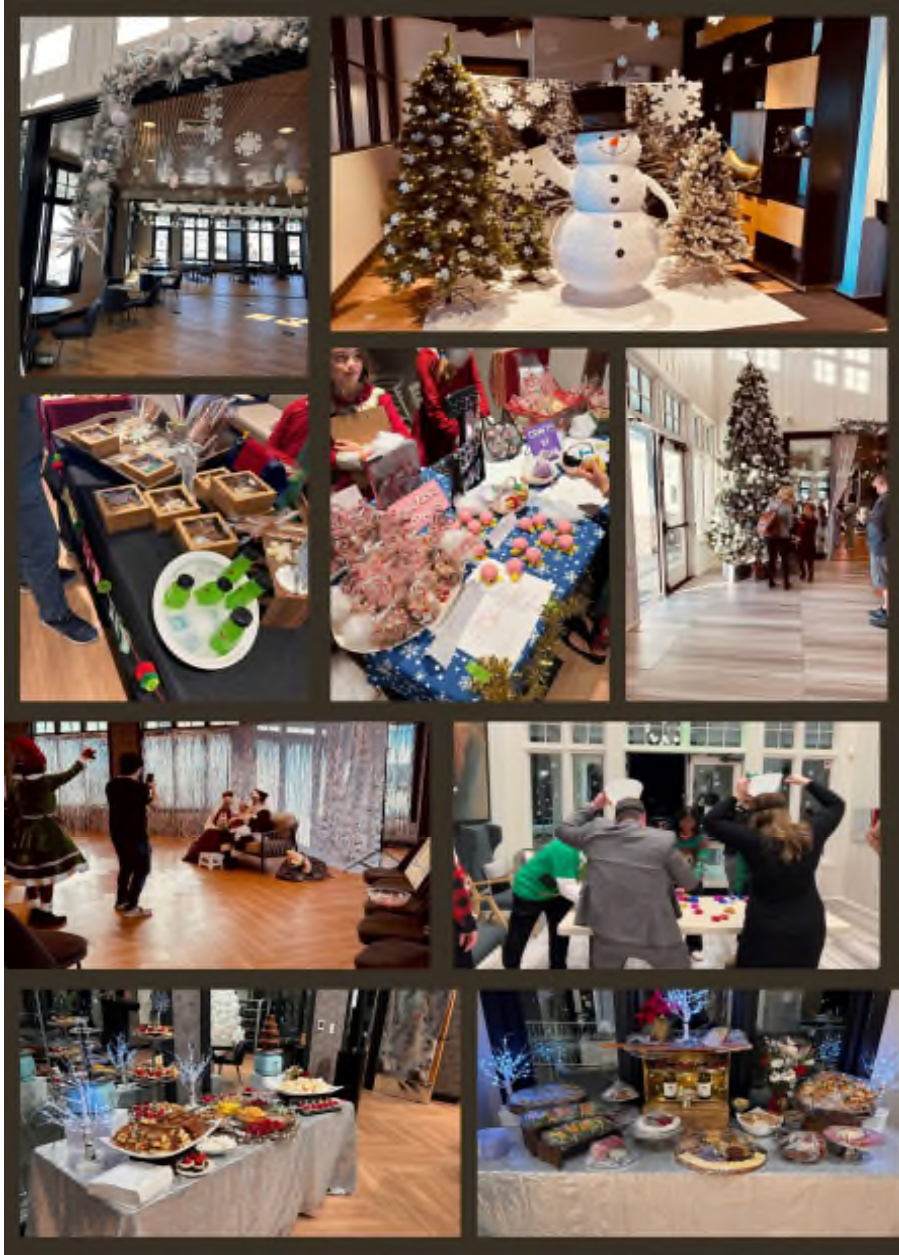
Collaboration with Social Committee:

Looking ahead, we are working closely with the Social Committee to have 2025 be the most successful year in terms of organizational collaboration between the HOA and the Metro. We have come SO FAR this year, and I look forward to executing their vision for events with ease in 2025.

I'm looking forward to adding more programming now that the Social Committee has set their intentions for events in 2025. We have a fun Chili cook-off scheduled for January 18th and another Paint and Sip event at the end of the Month!

Kind Regards and Happy New Year!

Jennifer Cornthwaite



**POOL USAGE AGREEMENT
(South Shore Sharks Swim Team)**

This POOL USAGE AGREEMENT (South Shore Sharks Swim Team) (this “**Agreement**”) is made and entered into to be effective as of _____, 2024, by and between SOUTHSHORE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and SOUTH SHORE SHARKS SWIM TEAM, a federally and State of Colorado recognized not-for-profit 501(c)(3) corporation (“**SSST**”) (the District and SSST 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 District; 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, Lighthouse restrooms, and parking lot (collectively, the “**Pool Facility**”); and

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

WHEREAS, SSST 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. SSST 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 third Monday of May 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. SSST 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.

(b) District Website. Each year this Agreement is in effect, SSST 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. SSST may display signs within the District to promote swim team registration, subject to District approval.

(d) Priority Registration for District Residents. SSST 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. SSST 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. SSST shall hold one community appreciation event each summer. SSST 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.

(f) Reporting on District Resident Participation. By June 15 each year, SSST 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, with the exception of one swim lane, which will remain available for District owner's and residents' use and will not be utilized by SSST during these times.

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

(ii) From the fourth Tuesday in May to the third 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 Memorial Day or Fourth of July holidays are observed. All swimmers must exit the water and leave the Pool Facility by 9:50 am. SSST staff will complete cleaning, remove lane lines, and check out of the Pool Facility by 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. SSST may host up to three home swim meets at the Pool Facility on Saturdays during the season.

(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 SSST 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. SSST will provide the finalized meet schedule to the District by May 1 each year to facilitate timely announcements through the appropriate District channels. Potential 2025 home meet dates include May 31, 2025, June 7, 2025, June 14, 2025, June 21, 2025, and June 28, 2025. The Parties will work together to schedule two home meets in May and the remaining home meet in June. The meet schedule will be posted by the District on signs around the Pool Facility and shared in the District and community newsletters.

5. Pool Usage Expectations.

(a) The District will provide a clean environment for the Pool Facility prior to the occupation by SSST 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) SSST will provide all lifeguards during all practices and meets.

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

(d) After each practice and meet, SSST 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 (as set forth in Section 17). A designated SSST 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 SSST equipment owned or purchased will remain SSST property.

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

(c) SSST shall return the Pool Facility and District equipment in working order. While SSST will not be held responsible for normal wear and tear on any provided District equipment, SSST 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 SSST.

7. Swim Team Operation.

(a) SSST 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 must have completed a background and SafeSport certification and follow the SafeSport Code of Conduct.

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

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

8. Liability Waiver. The District will provide to SSST a waiver of liability form ("**Waiver**"). SSST 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 SSST.

9. Compensation. SSST will pay the District \$3,000 on or before May 1 each year for usage of the Pool Facility for that year. For the first two years of this Agreement, the District will waive this fee in exchange for SSST covering the costs of installing starting blocks and making other improvements necessary to support SSST's use of the Pool Facility.

10. Insurance. SSST 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, SSST shall deliver to the District certificates of insurance evidencing compliance with this Section.

11. Independent Contractor.

(a) SSST is an independent contractor with full authority and control within the constraints of this Agreement to manage and operate the swim team. SSST and its employees or agents are not employees or agents of the District. The District will not provide any insurance or employment benefits to SSST 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) SSST is responsible for the safety of its employees, subcontractors, agents, and representatives. All personnel provided by SSST shall be deemed employees or subcontractors of SSST and not of the District. SSST employees are not entitled to workers' compensation or unemployment benefits from the District; any such coverage must be provided by SSST or another entity other than the District.

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

(a) SSST 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 SSST's use of the Pool Facility or any other District-owned facility, amenity, or fixture, or SSST's performance of its obligations under this Agreement.

(b) Any insurance coverage requirements outlined in this Agreement shall not reduce or limit SSST's indemnification obligations. SSST 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 SSST or the District, the District will refund any fees paid by SSST for the use of the Pool Facility.

(a) SSST 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, SSST will follow the notification protocol outlined in **Exhibit A** to contact the appropriate point of contact.

(b) SSST acknowledges that pool closures due to environmental concerns do not entitle SSST to a refund of pool fees. However, if the Pool Facility is closed due to mechanical or chemical failures, SSST 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 Public Alliance
405 Urban St., Suite 310
Lakewood, CO 80228
Email: aj@publicalliance.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@ceglaw.com

SSST: South Shore Sharks Swim Team
6513 South Little River Way
Aurora, Colorado 80016
Attn: Brian J. Kempf, bkempf33@yahoo.com

15. Term of Agreement. This Agreement becomes effective upon execution by both Parties and will automatically renew for five 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 SSST 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 SSST for the portion of fees corresponding to the days remaining in the then-current Swim Season. This reimbursement shall be SSST'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 SSST'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 the District President.

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 of this Agreement shall 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 of this Agreement.

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: _____

SSST:
SOUTH SHORE SHARKS SWIM TEAM

By: _____
Name: _____
Title: _____

EXHIBIT A

Pool Testing Protocol

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

1. The District or District Representative will ensure that the Pool Facility is available for SSST 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. SSST will visually inspect the pool for discoloration and sediment on the pool floor.
3. SSST 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 SSST 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. SSST 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. SSST 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.



December 18, 2024

Debra Anderson
MS4 Environmental Inspection Supervisor
Environmental Services
City of Aurora
15151 E. Alameda Parkway, Ste. 2500
Aurora, CO 80012

Re: Metro District PPBMP Inspection Record Request: Southshore Metropolitan District

Dear Debra:

Part I E.4.a.vii. of the Municipal Separate Storm Sewer System (MS4) permit provides the City of Aurora oversight authority of inspections of field conditions and control measures to confirm conformity with the site plan, identify any inadequate control measures, and identify control measures requiring routine maintenance as it pertains to stormwater facilities in the City. All functional elements of stormwater control measures shall be inspected once per permit term. The purpose of this letter is to provide 2024 inspection records for Southshore Metropolitan District Stormwater Facilities as required.

Attached to this letter are field inspection reports for all existing stormwater facilities operated and maintained by the Southshore Metropolitan District as well as a map exhibit for reference. The inspection reports attached to this letter covers the facilities which are operated and maintained by the Southshore Metropolitan District during 2024.

We have identified some minor cleanup and maintenance issues we intend to have the current Contractor address, and the Southshore Metropolitan District will be obtaining bids for maintenance and restoration in the first quarter of 2025. Any issues identified in the inspection reports will be rectified during 2025.

Please contact me should you have any questions or concerns regarding this letter at 303-267-6210 or at rcarns@jrengineering.com.

Sincerely,
JR Engineering, LLC

A handwritten signature in blue ink that reads "Rocky Carns".

Rocky Carns, P.E.

cc: Board of Directors, Southshore Metropolitan District
Aaron Clutter, President, JR Engineering

**SOUTHSHORE STORMWATER FACILITIES
MAINTENANCE AND INSPECTION SUMMARY**



FACILITY NAME	2023 Inspection Score	MAINTENANCE COMPLETED 2024	2024 Maintenance Completed				2024 Inspection Score	MAINTENANCE PLANNED 2025
			Q1	Q2	Q3	Q4		
Filing 14 Pond C	0	General bi-annual maintenance	X	X	X	0	Minimal maintenance planned	
Filing 14 Pond B	20	Gen. bi-annual maint; add'l rip rap; *Pending additional maintenance to increase outflow	X	X	X	4	General bi-annual maintenance	
Filing 14 Pond A	10	Gen. bi-annual maint; *Pending additional maintenance to increase outflow	X	X	X	4	General bi-annual maintenance	
Detention Pond D	0	General bi-annual maintenance	X	X	X	0	General bi-annual maintenance	
Filing 13 Low Flow Channel	1	Beaver dams drained; General bi-annual maintenance	X	X	X	1	General bi-annual maintenance	
Filing 13 Pond	2	General bi-annual maintenance	X	X	X	0	General bi-annual maintenance	
Senac Creek Channel B	4	General bi-annual maintenance; *Pending trash cleanup	X	X	X	4	General bi-annual maintenance	
Senac Creek Channel A	4	General bi-annual maintenance; *Pending add'l sediment & vegetation removal	X	X	X	6	General bi-annual maintenance	
Filing 1 Irrigation Pond	4	Dredging complete in early 2024; General bi-annual maintenance	X	X	X	0	General bi-annual maintenance	

NOTES

1. General bi-annual maintenance consists of the following :

- Removal of trash and debris from pond, structures, and embankments
- Removal of sediment from structures and low-flow channels
- Removal of excess vegetative growth from ponds and channels
- Weed and insect control

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

AURORA, CO 80016

2024 STORMWATER FACILITIES EXHIBIT



250 125 0 250 500
ORIGINAL SCALE: 1" = 250'

STORMWATER FACILITIES EXHIBIT
SOUTHSHORE METRO DISTRICT #1
15730.10
12/08/2023
SHEET 1 OF 1

J-R ENGINEERING
A Westrian Company

Centennial 303-740-9993 • Colorado Springs 719-593-2553
Fort Collins 970-491-9888 • www.jrengineering.com

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Filing 14 Pond C

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

44° Sunny

Date of Inspection:

12/11/2024

<input checked="" type="checkbox"/>	Reason for Inspection:
<input checked="" type="checkbox"/>	Routine Inspection: Routine inspection should be performed annually.
<input type="checkbox"/>	Runoff Event: Inspections should also be performed following significant rainfall events.
<input type="checkbox"/>	Third Party Request: Maintenance performed per local complaint
<input type="checkbox"/>	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	0	Score	4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0	Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0	Orifice Plate / Restrictor Plate		0
Trash / Debris		0	Micropool Sediment Accumulation		0
Sediment Accumulation		0	Erosion Adjacent to Structure		0
Pipe / End Section Damage		0	Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0	Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0	Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0	Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	0	Score	5. Spillway	0	Score
Sediment / Debris Accumulation		0	Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0	Erosion Present		0
Erosion Adjacent to Channel		0	Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		0	Vegetative Overgrowth / Shrubs		0
3. Dry Storage	0	Score	6. General	0	Score
Sparse Grass Cover / Bare Areas		0	Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0	Graffiti / Vandalism		0
Standing Water / Boggy Areas		0	Burrowing Animals		0
Erosion (Banks and Bottom)		0	Illegal Dumping		0
Trash / Debris		0	Petroleum / Chemical Sheen		0
Maintenance Access		0	Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: 0

Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019



11-Dec-2024 11:42
+39.593230,-104.660872
303° NW
Aurora CO 80016



11-Dec-2024 11:44
+39.593542,-104.660924
301° NW
Aurora Reservoir Trail
Aurora CO 80016



11-Dec-2024 11:45
+39.583197, -104.860687
263° W
Aurora Reservoir Trail
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Filing 14 Pond B

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

45° Sunny

Date of Inspection:

12/11/2024

<input checked="" type="checkbox"/>	Reason for Inspection:
<input checked="" type="checkbox"/>	Routine Inspection: Routine inspection should be performed annually.
<input type="checkbox"/>	Runoff Event: Inspections should also be performed following significant rainfall events.
<input type="checkbox"/>	Third Party Request: Maintenance performed per local complaint
<input type="checkbox"/>	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	1	Score	4. Outlet Structure	2	Score
Riprap Displaced / Eroded		0	Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		1	Orifice Plate / Restrictor Plate		0
Trash / Debris		0	Micropool Sediment Accumulation		0
Sediment Accumulation		0	Erosion Adjacent to Structure		0
Pipe / End Section Damage		0	Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0	Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0	Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0	Pipe Obstructions / Poorly Draining		2
2. Low-Flow / Trickle Channel	0	Score	5. Spillway	0	Score
Sediment / Debris Accumulation		0	Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0	Erosion Present		0
Erosion Adjacent to Channel		0	Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		0	Vegetative Overgrowth / Shrubs		0
3. Dry Storage	1	Score	6. General	0	Score
Sparse Grass Cover / Bare Areas		1	Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0	Graffiti / Vandalism		0
Standing Water / Boggy Areas		0	Burrowing Animals		0
Erosion (Banks and Bottom)		0	Illegal Dumping		0
Trash / Debris		0	Petroleum / Chemical Sheen		0
Maintenance Access		0	Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: 4

Pond partially full; Some settling present at E. side inflow headwall; sparse vegetation at dry storage near outlet structure;

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019



11-Dec-2024 11:51
+39.591716,-104.661919
239° SW
6921 S Yantley Ct
Aurora CO 80016









11 Dec 2024 11:53
439 591795 104 682640
231 SW
6929 6999 S Yantley Ct
Aurora CO 80016



11-Dec-2024 11:53
+39-591795-104 662040
150 SE
6929-6999 S Yantley Ct
Aurora CO 80016



11 Dec 2024 11:53
+39 691795 -104 662040
120 SE
6929-6999 S Yantley Ct
Aurora CO 80016



11-Dec-2024 11:53
+39.591860 -104.662134
275 W
6929-6999 S Yantley Ct
Aurora CO 80016



11-Dec-2024 11:54
+39 391766 -104 662652
191' S
27854 E Davies Dr
Aurora CO 80016



11-Dec-2024 12:08
+39.588980,-104.664170
16° N
27734 E Davies Dr
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Filing 14 Pond A

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

45° Sunny

Date of Inspection:

12/11/2024

Reason for Inspection:

Routine Inspection: Routine inspection should be performed annually.

Runoff Event: Inspections should also be performed following significant rainfall events.

Third Party Request: Maintenance performed per local complaint

Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays 0 Score	4. Outlet Structure 2 Score		
Riprap Displaced / Eroded	0	Trash Rack & Grates / Overflow Grate	0
Erosion Present / Undercutting	0	Orifice Plate / Restrictor Plate	0
Trash / Debris	0	Micropool Sediment Accumulation	0
Sediment Accumulation	0	Erosion Adjacent to Structure	0
Pipe / End Section Damage	0	Grates & Fasteners Loose / Missing	0
Vegetative Growth / Weeds	0	Access Impaired / Steps Damaged	0
Concrete Cracking / Damage	0	Concrete Cracking / Damage	0
Weir Clogged / Poorly Draining	0	Pipe Obstructions / Poorly Draining	2
2. Low-Flow / Trickle Channel 1 Score	5. Spillway 0 Score		
Sediment / Debris Accumulation	0	Riprap Displaced / Exposed	0
Concrete Cracking / Damage	0	Erosion Present	0
Erosion Adjacent to Channel	0	Sparse Grass Cover / Bare Areas	0
Algae / Vegetative Growth in Channel	1	Vegetative Overgrowth / Shrubs	0
3. Dry Storage 1 Score	6. General 0 Score		
Sparse Grass Cover / Bare Areas	0	Illicit Encroachments into Pond Tract	0
Vegetative Overgrowth / Shrubs	0	Graffiti / Vandalism	0
Standing Water / Boggy Areas	0	Burrowing Animals	0
Erosion (Banks and Bottom)	1	Illegal Dumping	0
Trash / Debris	0	Petroleum / Chemical Sheen	0
Maintenance Access	0	Other (describe below)	0

Inspection Summary and Additional Comments:

Total Score: 4

Pond partially full; Visible obstructions at outlet structure weir plate; Rilling at upstream (south) end inflow FES; Algae visible at SW forebay.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019





11-Dec-2024 12:16
+39.586645,-104.665756
220° SW
7130 S Vandriver Way
Aurora CO 80016



11-Dec-2024 12:16
+39.586726,-104.685684
185° S
7130 S Vandriver Way
Aurora CO 80016



11-Dec-2024 12:18
+39.586400,-104.666416
127° SE
7156 S Vandriver Way
Aurora CO 80016



11-Dec-2024 12:19
+39 585995 -104 666442
347° N
7231 S Valleyhead Ct
Aurora CO 80016



11-Dec-2024 12:20
+39.585914, -104.666364
347° N
7231 S Valleyhead Ct
Aurora CO 80016



11-Dec-2024 12:21
+39.586107,-104.666114
318° NW
7231 S Valleyhead Ct
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Detention Pond D

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

45° Partly Cloudy

Date of Inspection:

12/11/2024

✓	Reason for Inspection:
✓	Routine Inspection: Routine inspection should be performed annually.
	Runoff Event: Inspections should also be performed following significant rainfall events.
	Third Party Request: Maintenance performed per local complaint
	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	0	Score	4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0	Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0	Orifice Plate / Restrictor Plate		0
Trash / Debris		0	Micropool Sediment Accumulation		0
Sediment Accumulation		0	Erosion Adjacent to Structure		0
Pipe / End Section Damage		0	Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0	Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0	Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0	Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	0	Score	5. Spillway	0	Score
Sediment / Debris Accumulation		0	Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0	Erosion Present		0
Erosion Adjacent to Channel		0	Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		0	Vegetative Overgrowth / Shrubs		0
3. Dry Storage	1	Score	6. General	0	Score
Sparse Grass Cover / Bare Areas		1	Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0	Graffiti / Vandalism		0
Standing Water / Boggy Areas		0	Burrowing Animals		0
Erosion (Banks and Bottom)		0	Illegal Dumping		0
Trash / Debris		0	Petroleum / Chemical Sheen		0
Maintenance Access		0	Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: 1

Sparse vegetation at dry storage - BMP's are in place and appear to be sufficiently maintained;
Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019



11-Dec-2024 12:35
+39 581099 -104 661148
51° NE
E Smoky Hill Pkwy
Aurora CO 80016



11-Dec-2024 12:35
+39.581099,-104.661148
313° NW
E Smoky Hill Pkwy
Aurora CO 80016



11-Dec-2024 12:36
+39.561494, -104.661234
308° NW
7398 S Yantley Way
Aurora CO 80016



11-Dec-2024 12:36
+39.581494,-104.661234
153° SE
7398 S Yantley Way
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Filing 13 Low Flow Channel

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

46° Sunny

Date of Inspection:

12/11/2024

<input checked="" type="checkbox"/>	Reason for Inspection:
<input checked="" type="checkbox"/>	Routine Inspection: Routine inspection should be performed annually.
<input type="checkbox"/>	Runoff Event: Inspections should also be performed following significant rainfall events.
<input type="checkbox"/>	Third Party Request: Maintenance performed per local complaint
<input type="checkbox"/>	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	0	Score		4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0		Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0		Orifice Plate / Restrictor Plate		0
Trash / Debris		0		Micropool Sediment Accumulation		0
Sediment Accumulation		0		Erosion Adjacent to Structure		0
Pipe / End Section Damage		0		Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0		Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0		Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0		Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	0	Score		5. Spillway	0	Score
Sediment / Debris Accumulation		0		Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0		Erosion Present		0
Erosion Adjacent to Channel		0		Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		0		Vegetative Overgrowth / Shrubs		0
3. Dry Storage	0	Score		6. General	1	Score
Sparse Grass Cover / Bare Areas		0		Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0		Graffiti / Vandalism		0
Standing Water / Boggy Areas		0		Burrowing Animals		0
Erosion (Banks and Bottom)		0		Illegal Dumping		0
Trash / Debris		0		Petroleum / Chemical Sheen		0
Maintenance Access		0		Other (describe below)		1

Inspection Summary and Additional Comments:

Total Score: 1

Beaver dams draining but should be monitored.
Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019



11-Dec-2024 13:00
+39 583883 104 678037
310' NW
E Glasgow Dr
Aurora CO 80016



11 Dec 2024 13:00
+39 583883 -104 078037
267 W
E Glasgow Dr
Aurora CO 80016



11-Dec-2024 13:00
+39.583883 -104.678037
76° E
E Glasgow Dr
Aurora CO 80016



11-Dec-2024 13:01
+39.583807,-104.677937
288° W
E Glasgow Dr
Aurora CO 80016



11 Dec 2023 13:09
139-584251, 104-677206
89 E
7230 S Riverwood Way
Aurora CO 80016



11-Dec-2024 13:08
+30 584389 - 104 876087
38 NE
7229 S Robertsdale Way
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Filing 13 Pond

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

43° Sunny

Date of Inspection:

12/11/2024

<input checked="" type="checkbox"/>	Reason for Inspection:
<input checked="" type="checkbox"/>	Routine Inspection: Routine inspection should be performed annually.
<input type="checkbox"/>	Runoff Event: Inspections should also be performed following significant rainfall events.
<input type="checkbox"/>	Third Party Request: Maintenance performed per local complaint
<input type="checkbox"/>	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	0	Score	4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0	Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0	Orifice Plate / Restrictor Plate		0
Trash / Debris		0	Micropool Sediment Accumulation		0
Sediment Accumulation		0	Erosion Adjacent to Structure		0
Pipe / End Section Damage		0	Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0	Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0	Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0	Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	0	Score	5. Spillway	0	Score
Sediment / Debris Accumulation		0	Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0	Erosion Present		0
Erosion Adjacent to Channel		0	Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		0	Vegetative Overgrowth / Shrubs		0
3. Dry Storage	0	Score	6. General	0	Score
Sparse Grass Cover / Bare Areas		0	Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0	Graffiti / Vandalism		0
Standing Water / Boggy Areas		0	Burrowing Animals		0
Erosion (Banks and Bottom)		0	Illegal Dumping		0
Trash / Debris		0	Petroleum / Chemical Sheen		0
Maintenance Access		0	Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: **0**

Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019



11-Dec-2024 13:12
+39.585305,-104.677240
336° NW
7215 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 15:41
+39 588080,-104.677700
237° SW
7070 S Riverwood Way
Aurora CO 80016



11-Dec-2024 15:42
+39.587779,-104.677592
253° W
7110 S Riverwood Way
Aurora CO 80016



11-Dec-2024 15:43
+39 587313,-104.677411
266° W
7130 S Riverwood Way
Aurora CO 80016



11-Dec-2024 15:45
+39-586321-104 677146
263° W
7160 S Riverwood Way
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Senac Creek Channel B

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

41° Clear

Date of Inspection:

12/11/2024

<input checked="" type="checkbox"/>	Reason for Inspection:
<input checked="" type="checkbox"/>	Routine Inspection: Routine inspection should be performed annually.
<input type="checkbox"/>	Runoff Event: Inspections should also be performed following significant rainfall events.
<input type="checkbox"/>	Third Party Request: Maintenance performed per local complaint
<input type="checkbox"/>	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	0	Score		4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0		Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0		Orifice Plate / Restrictor Plate		0
Trash / Debris		0		Micropool Sediment Accumulation		0
Sediment Accumulation		0		Erosion Adjacent to Structure		0
Pipe / End Section Damage		0		Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0		Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0		Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0		Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	1	Score		5. Spillway	0	Score
Sediment / Debris Accumulation		0		Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0		Erosion Present		0
Erosion Adjacent to Channel		0		Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		1		Vegetative Overgrowth / Shrubs		0
3. Dry Storage	1	Score		6. General	2	Score
Sparse Grass Cover / Bare Areas		0		Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0		Graffiti / Vandalism		0
Standing Water / Boggy Areas		0		Burrowing Animals		0
Erosion (Banks and Bottom)		1		Illegal Dumping		2
Trash / Debris		0		Petroleum / Chemical Sheen		0
Maintenance Access		0		Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: 4

Some algae growth in box culvert channel;
Minor erosion adjacent to box culvert outflow; Trash - fence panel;
Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019









11-Dec-2024 15:41
+39.588080,-104.677700
339° N
7070 S Riverwood Way
Aurora CO 80016



11-Dec-2024 15:51
+39.588776,-104.677408
355° N
E Southshore Dr
Aurora CO 80016



11-Dec-2024 15:52
+39 588776 -104 677408
355° N
E Southshore Dr
Aurora CO 80016



11-Dec-2024 15:52
+39.588776,-104.677408
4° N
E Southshore Dr
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Senac Creek Channel A

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

40° Clear

Date of Inspection:

12/11/2024

<input checked="" type="checkbox"/>	Reason for Inspection:
<input checked="" type="checkbox"/>	Routine Inspection: Routine inspection should be performed annually.
<input type="checkbox"/>	Runoff Event: Inspections should also be performed following significant rainfall events.
<input type="checkbox"/>	Third Party Request: Maintenance performed per local complaint
<input type="checkbox"/>	Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	4	Score	4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0	Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0	Orifice Plate / Restrictor Plate		0
Trash / Debris		2	Micropool Sediment Accumulation		0
Sediment Accumulation		2	Erosion Adjacent to Structure		0
Pipe / End Section Damage		0	Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0	Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0	Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0	Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	2	Score	5. Spillway	0	Score
Sediment / Debris Accumulation		0	Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0	Erosion Present		0
Erosion Adjacent to Channel		0	Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		2	Vegetative Overgrowth / Shrubs		0
3. Dry Storage	0	Score	6. General	0	Score
Sparse Grass Cover / Bare Areas		0	Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0	Graffiti / Vandalism		0
Standing Water / Boggy Areas		0	Burrowing Animals		0
Erosion (Banks and Bottom)		0	Illegal Dumping		0
Trash / Debris		0	Petroleum / Chemical Sheen		0
Maintenance Access		0	Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: 6

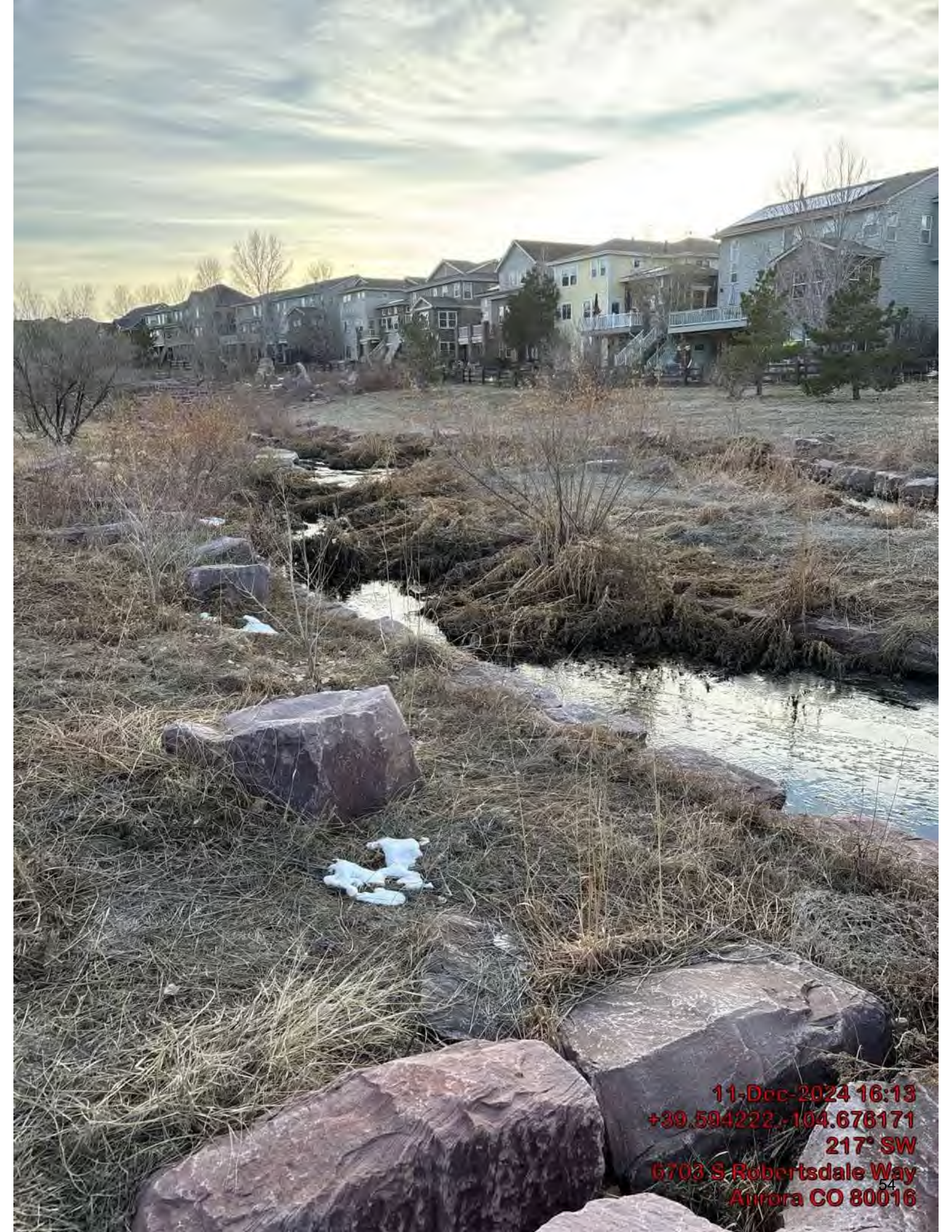
Sediment/debris at upstream S. end forebays and inlet;
Excess vegetation at downstream N. end of channel;
Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019



11-Dec-2024 16:13
+39.594222 -104.676171
217° SW
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:13
+39.594222,-104.676171
331° NW
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:14
+39.593791,-104.676166
221° SW
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:16
+36 592847-104 576424
211 SW
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:17
+39 592580 -104 676519
237° SW
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:18
+39.592535,-104.676362
226° SW
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:20
+39-592976-104 676864
4° N
6703 S Robertsdale Way
Aurora CO 80016

Southshore Metropolitan District Stormwater Facilities Inspection Report



Facility Name (See SSMD Stormwater Pond Maintenance Exhibit):

Filing 1 Irrigation Pond

Inspector Name and Title:

Rocky Carns, P.E.

Rain (inches): In Last 24 hrs 0

In Last Week: 0

Weather at Time of Inspection:

40° Clear

Date of Inspection:

12/11/2024

Reason for Inspection:

Routine Inspection: Routine inspection should be performed annually.

Runoff Event: Inspections should also be performed following significant rainfall events.

Third Party Request: Maintenance performed per local complaint

Other:

Inspection Scoring: For each item, assign one of the following scores:

0 - No Deficiencies / No Action Needed

2 - Routine Maintenance Required

1 - Monitor for Potential Problem

3 - Immediate Maintenance / Repair Required

1. Storm Sewer Inflow Points & Forebays	0	Score	4. Outlet Structure	0	Score
Riprap Displaced / Eroded		0	Trash Rack & Grates / Overflow Grate		0
Erosion Present / Undercutting		0	Orifice Plate / Restrictor Plate		0
Trash / Debris		0	Micropool Sediment Accumulation		0
Sediment Accumulation		0	Erosion Adjacent to Structure		0
Pipe / End Section Damage		0	Grates & Fasteners Loose / Missing		0
Vegetative Growth / Weeds		0	Access Impaired / Steps Damaged		0
Concrete Cracking / Damage		0	Concrete Cracking / Damage		0
Weir Clogged / Poorly Draining		0	Pipe Obstructions / Poorly Draining		0
2. Low-Flow / Trickle Channel	0	Score	5. Spillway	0	Score
Sediment / Debris Accumulation		0	Riprap Displaced / Exposed		0
Concrete Cracking / Damage		0	Erosion Present		0
Erosion Adjacent to Channel		0	Sparse Grass Cover / Bare Areas		0
Algae / Vegetative Growth in Channel		0	Vegetative Overgrowth / Shrubs		0
3. Dry Storage	0	Score	6. General	0	Score
Sparse Grass Cover / Bare Areas		0	Illicit Encroachments into Pond Tract		0
Vegetative Overgrowth / Shrubs		0	Graffiti / Vandalism		0
Standing Water / Boggy Areas		0	Burrowing Animals		0
Erosion (Banks and Bottom)		0	Illegal Dumping		0
Trash / Debris		0	Petroleum / Chemical Sheen		0
Maintenance Access		0	Other (describe below)		0

Inspection Summary and Additional Comments:

Total Score: 0

Pond dredged in 2023 - restoration of vegetation is ongoing.
Facilities appear to be functioning as intended.

(Attach any inspection photos)

7200 S Alton Way, Suite C400

Centennial, CO 80112

Phone: (303) 740-9393 • Fax: (303) 721-9019









11-Dec-2024 16:24
+39 595058 -104 676894
69° E
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:25
+39.595145, -104.676945
99° E
6703 S Robertsdale Way
Aurora CO 80016



11-Dec-2024 16:25
+39.595194,-104.676716
68° E
6703 S Robertsdale Way
Aurora CO 80016

11-Dec-2024 16:28
+39 595883,-104.676023
133° SE
6628 S Quantock Way
Aurora CO 80016





11-Dec-2024 16:28
+39.595972,-104.675955
247° SW
6628 S Quantock Way
Aurora CO 80016



11-Dec-2024 16:29
+39.595755,-104.675370
214° SW
E Southshore Pkwy
Aurora CO 80016



11-Dec-2024 16:30
+39.595698,-104.675236
279° W
6703 S Robertsdale Way
Aurora CO 80016

**SERVICE AGREEMENT
FOR DISTRICT MANAGEMENT AND ACCOUNTING SERVICES**

THIS SERVICE AGREEMENT FOR DISTRICT MANAGEMENT AND ACCOUNTING SERVICES (“**Agreement**”) is entered into and effective as of the 1st day of January, 2025, by and between **SOUTHSHORE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **PUBLIC ALLIANCE LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the business and affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District (the "**Board**") as reflected in the minutes of Board meetings or by Board resolution. The Consultant shall at all times conform to the stated policies established and approved by the Board.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto.

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1. District Insurance: The District will, throughout the term of the Agreement and at the District's sole expense, maintain the following insurance coverage:

(a) Commercial General Liability Insurance: Occurrence-based Commercial General Liability insurance with limits of at least the then-current maximum amount of liability to which the District is subject under the Colorado Governmental Immunity Act (Title 24, Article 10, C.R.S.), currently \$424,000 to one person in a single occurrence and \$1,195,000 in the aggregate. The policy will designate the Consultant as the District's authorized representative.

(b) Directors' and Officers' Liability Insurance. Directors' and Officers' Liability insurance with limits of at least \$1,000,000 per claim and aggregate. This coverage will be maintained for a period of three years following the termination of this Agreement.

(c) Commercial Crime Insurance. Commercial Crime Insurance (or fidelity bond) including computer fraud and funds transfer fraud with limits required by Colorado law for the District.

(d) Other Insurance. Property and such other insurance as required by applicable Colorado law and as deemed appropriate by the Board.

(e) Certificates and Endorsements. The District will provide a current and original certificate of insurance providing evidence of the District's insurance, showing Consultant as additional insured for the Liability and Directors' and Officers' policies, and also for any umbrella and automobile policies (if the District maintains such umbrella and automobile coverages), such that Consultant is covered for any and all claims and losses and indemnified by the District. The policies will provide primary and non-contributing insurance to the additional insured. The Liability policy and any Workers' Compensation policy will be endorsed with a waiver of subrogation naming the Consultant.

(f) Subcontractor. The Consultant shall have, and shall require that any subcontractor or independent contractor brought into the District have, adequate insurance coverage as required and approved by the District. General Liability policy shall name the District as additionally insured for all items alleged to be caused by the negligence or willful misconduct of Consultant or its employees. Automobile Liability insurance shall name the District as additionally

insured. General Liability and Automobile Liability Insurance shall provide that the policy may not be cancelled or terminated without at least thirty (30) days prior written notice. Waiver of subrogation shall be applied to all policies. The Consultant shall obtain and maintain on file certificates of insurance evidencing that any subcontractor or independent contractor is so insured.

4.2 Indemnification. To the extent permitted by law, District shall indemnify, defend at its sole cost, and hold harmless Consultant and its employees, agents, officers and directors from and against any third party claims, demands, losses, costs, expenses, obligations, liabilities, judgments, orders and damages, including interest, penalties and attorney's fees, that Consultant shall incur or suffer which arise, result from, or relate to the District or the performance or non-performance by Consultant of its duties under this Agreement, except where such damages are due to the negligence of Consultant. Consultant shall not admit liability for or settle any claim, or incur any costs or expenses in connection therewith, under this section, without the written consent of the District, who shall be entitled at any time to take over and conduct in the name of the District the defense of any claim.

4.3 Liability. Consultant will be responsible only for willful misconduct, negligence and gross negligence where such liability is due to the conduct of Consultant and/or its employees in the performance of its duties under this Agreement. In such event, Consultant shall only be liable only for actual damages incurred by District, and shall not include consequential or punitive damages, nor any damage arising from a claimed defect, including but not limited to water intrusion, moisture or mold.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Arapahoe, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Southshore Metropolitan District

With a Copy To: CEGR Law
44 Cook Street, Suite 620
Denver, CO 80206
Attn: David Greher

To Consultant: Public Alliance LLC
405 Urban St., Suite 310
Lakewood, CO 80228
Phone: 720-213-6621
Email: aj@publicalliancellc.com
Attn: AJ Beckman

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees and costs.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and

regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO SERVICE AGREEMENT
FOR DISTRICT MANAGEMENT AND ACCOUNTING SERVICES]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day
and year first above written.

Consultant:
PUBLIC ALLIANCE LLC

By:

Name:

Title:

**[SIGNATURE PAGE 2 OF 2 TO SERVICE AGREEMENT
FOR DISTRICT MANAGEMENT AND ACCOUNTING SERVICES]**

Witness my hand and official seal.

EXHIBIT A
SCOPE OF SERVICES

Management Services Provided (include but are not limited to):

- **Board Meetings:** Meeting coordination, filing, publication and posting of all required notices. Establishment of quorum and cancellation when necessary. Preparation and distribution of Board meeting agenda and materials one week in advance of Board meetings or as directed. Attendance, moderation and scrivener for all regular and special Board meetings, work sessions, executive sessions, and public forums. Preparation of meeting minutes and coordination of review with counsel prior to finalization. Tracking of action items and preparation of reports as necessary.
- **Personnel Management:** Staff and vendor oversight, review, and counseling. Maintain updated list of all directors and terms of office, vendors and contract dates, consultants and staff (if applicable).
- **Contract Management:** Preparation of requests for proposal (RFPs), evaluation, presentation and recommendations for bids received. Monitor compliance with public bidding requirements. Ongoing oversight to ensure contract compliance. Warranty period monitoring and coordination of final acceptance process.
- **Statutory Compliance:** Accurate and timely execution of required filings publications and reports. Coordination with District counsel to ensure accuracy.
- **Liaison:** Primary contact for the public, vendors, public officials, local governments and the press. Official custodian and manager of public records in accordance with Colorado Open Records Act (CORA) and District CORA policy.
- **Financial Management:** Assist with budget preparation, budget message, and annual filing of budget, budget resolution, and related documents. Assist with and review annual audit. Research options and work with consultants and the board to obtain grants and loans when necessary and available.
- **Insurance and Risk Management:** Regular and timely reviews of property schedules and insurance coverages, sureties, and bonds. Ongoing evaluation of risks and property inspections as frequently as desired. Regular policy review, filing of insurance claims and following through to collection and resolution of claimed damages. Ongoing monitoring of vendor contracts to ensure proper coverages are in place for all contractors and subcontractors.
- **Elections:** Assist District counsel in conduct of elections.

Property Management (as directed by the Board):

- **Contracting Agent:** Administration of annual contracts. Preparation of Requests for

Proposals (RFPs) as necessary. Solicitation and evaluation of bids received. Tabulation of data and presentation to the Board in a clear “apples to apples” manner.

- **Contractor Oversight:** Review quality and thoroughness of work performed by contractors, consulting with the District’s engineer and other professionals as appropriate. Review invoices and requests for payment and ensure contract requirements and client expectations have been met.
- **Property Inspections:** Inspections of the District’s property will be performed as frequently as desired by the Board in order to identify and act upon existing, imminent or potential maintenance issues and evaluate the quality of services being provided.

Financial Review by Manager:

- **Accounts Payable:** Careful review and coding of invoices with confirmation of services provided by vendors.
- **Budgets:** Coordination and consultation with the District’s financial consultants and professionals to evaluate, review and adopt the annual budget and make all required filings. Monitor adherence to adopted budget throughout the year. Assist with preparation of Budget Amendments if necessary.
- **Audits:** Review and assist in the preparation and filing of audit(s) or audit exemption(s). Audits shall include any additional information required by continuing disclosure agreements related to the District’s bonds or other financial obligations.
- **Billing:** Monthly billing and collections for all customers, tracking of overdue amounts and pursuit of collections in accordance with established policies. Preparation of monthly account status reports for Accountant and Board.

Other Services (as directed by the Board):

- **Construction and Public Bidding:** Work with the district’s Engineer and Attorney to assist with or oversee the process as needed.
- **Website Maintenance:** Creation and/or maintenance of ADA and statutorily compliant website.

Accounting Services:

- **Records Maintenance:**
 - Cash Receipts Journal
 - Cash Disbursements Journal
 - Accounts Receivable Journal
 - Accounts Payable Journal
 - General Ledger
- **Financial Statements, Budget, Audit:**
 - Prepare monthly financial statements
 - Attend Board meetings and present statements
 - Prepare annual budget
 - Mill Levy calculation and filing of mill levy certifications with County
 - Bond compliance, continuing disclosure reporting as required by the District’s

- continuing disclosure agreements and payment monitoring
- Audit facilitation and support
- **Ongoing Services**
 - Process Accounts Payable, purchase card transaction and issue payments via Bill.com
 - Enter cash receipts, record billings and track revenues and expenditures
 - Reconcile general ledger accounts and prepare journal entries
 - Cash/treasury management
 - Reconcile bank statements
 - Maintain compliance with filing and reporting requirements

EXHIBIT B COMPENSATION

Compensation Schedule / Rates:

- Accounting Services: \$200 per hour.
- District Manager: \$180 per hour.
- Assistant Manager: \$150 per hour
- Administrative and Website Maintenance: \$145 per hour
- Field Work / Site Visits / Property Management: \$95 per hour
- Billing Services: \$65 per hour
- Expenses: Subscriptions and incidental expenses will be passed through without markup. Copies: \$0.15 per page for black and white and \$0.60 per page for color.

Estimated monthly billable fees:

Accounting Services: \$4,500 to \$5,800

Management Services: \$3,500 to \$4,500

Southshore Metropolitan District
Financial Statements

November 30, 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 November 30, 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.

January 8, 2025
Englewood, Colorado

Southshore Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
November 30, 2025

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	\$ 3,115,591	\$ -	\$ 3,115,591	\$ -
Cash and investments - restricted	-	5,983,559	5,983,559	-
Cash with county treasurer	41,841	4,861	46,702	-
Accounts receivable - development fees	-	5,000	-	-
Taxes receivable	-	-	-	-
Prepaid expenses	<u>123,297</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>3,280,729</u>	<u>5,993,420</u>	<u>9,887,185</u>	<u>-</u>
Other assets				
Capital improvements	-	-	-	18,423,513
Amount available in debt service fund	-	-	-	5,993,420
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>	<u>51,536,580</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,953,513</u>
	<u>\$ 3,280,729</u>	<u>\$ 5,993,420</u>	<u>\$ 85,840,698</u>	<u>\$ 75,953,513</u>
Liabilities:				
Current liabilities				
Accounts payable	<u>\$ 177,674</u>	<u>\$ -</u>	<u>\$ 177,674</u>	<u>\$ -</u>
	<u>177,674</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>177,674</u>	<u>-</u>	<u>177,674</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	-	5,993,420	5,993,420	-
Capital projects	-	-	-	-
Unrestricted	<u>2,834,235</u>	<u>-</u>	<u>2,834,235</u>	<u>-</u>
	<u>3,103,055</u>	<u>5,993,420</u>	<u>28,096,109</u>	<u>18,423,513</u>
	<u>\$ 3,280,729</u>	<u>\$ 5,993,420</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 Eleven Months Ended November 30, 2024
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 5,005,048	\$ 5,083,962	\$ 78,914
Specific ownership taxes	411,400	364,817	(46,583)
Event rental fees	-	21,953	21,953
Interest income	40,000	190,438	150,438
	<u>5,456,448</u>	<u>5,661,170</u>	<u>204,722</u>
Expenditures			
District Management	115,000	367,893	(252,893)
Landscaping & Maintenance	1,687,500	857,787	829,713
Landscape Maintenance contract	-	332,880	(332,880)
Facilities & Pool Operations	1,108,250	922,653	185,597
Safety & Security	100,000	119,768	(19,768)
Repairs & Maintenance	-	362,179	(362,179)
Utilities	-	228,866	(228,866)
Insurance	90,000	109,002	(19,002)
Legal	50,000	211,838	(161,838)
Accounting / Audit	50,000	63,568	(13,568)
Capital replacements:			
Underdrain/Stormwater Management	750,000	581,791	168,209
Safety & Security Enhancements	245,000	75,122	169,878
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	51,021	(21,021)
Miscellaneous	-	9,036	(9,036)
Treasurer fees	75,076	76,323	(1,247)
Reserves	385,099	-	385,099
Emergency reserve (3%)	145,523	-	145,523
	<u>5,456,448</u>	<u>4,369,727</u>	<u>1,086,721</u>
 Excess (deficiency) of revenues over expenditures	 -	 1,291,443	 1,291,443
 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>\$ 3,103,055</u>	<u>\$ 2,859,789</u>

Southshore Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Eleven Months Ended November 30, 2024
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Property taxes	\$ 1,891,472	\$ 1,902,759	\$ 11,287
System development fees	62,500	157,500	95,000
Interest income	<u>10,000</u>	<u>220,769</u>	<u>210,769</u>
	<u>1,963,972</u>	<u>2,281,028</u>	<u>317,056</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	28,567	(471)
Trustee / paying agent fees	<u>10,000</u>	<u>7,000</u>	<u>3,000</u>
	<u>3,332,239</u>	<u>571,213</u>	<u>2,761,026</u>
Excess (deficiency) of revenues over expenditures	(1,368,267)	1,709,815	3,078,082
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	(1,368,267)	1,710,520	3,078,787
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>\$ 5,993,420</u>	<u>\$ 2,558,484</u>

Southshore Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Eleven Months Ended November 30, 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 Eleven Months Ended November 30, 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	\$ 5,083,962	\$ 78,914	\$ 5,005,048	\$ 5,083,962	\$ 78,914	1.55%	\$ 5,005,048
Specific ownership taxes	34,283	28,852	(5,431)	377,117	364,817	(12,300)	-3.37%	411,400
Event rental fees	-	334	334	-	21,953	21,953	100.00%	-
Interest income	3,333	13,869	10,536	36,667	190,438	153,771	80.75%	40,000
	<u>5,042,665</u>	<u>5,127,017</u>	<u>84,352</u>	<u>5,418,831</u>	<u>5,661,170</u>	<u>242,339</u>	<u>-4.28%</u>	<u>5,456,448</u>
Expenditures								
District Management	9,583	83,674	(74,091)	105,417	367,893	(262,476)	-71.35%	115,000
Landscaping & Maintenance	140,625	(218,100)	358,725	1,546,875	857,787	689,088	80.33%	1,687,500
Landscape Maintenance contract	-	124,830	(124,830)	-	332,880	(332,880)	-100.00%	-
Facilities & Pool Operations	92,354	(7,333)	99,687	1,015,896	922,653	93,243	10.11%	1,108,250
Safety & Security	8,333	18,708	(10,375)	91,667	119,768	(28,101)	-23.46%	100,000
Repairs & Maintenance	-	4,295	(4,295)	-	362,179	(362,179)	-100.00%	-
Utilities	-	10,458	(10,458)	-	228,866	(228,866)	-100.00%	-
Insurance	7,500	-	7,500	82,500	109,002	(26,502)	-24.31%	90,000
Legal	4,167	19,478	(15,311)	45,833	211,838	(166,005)	-78.36%	50,000
Accounting / Audit	4,167	4,249	(82)	45,833	63,568	(17,735)	-27.90%	50,000
Capital replacements:				-				
Underdrain/Stormwater Management	62,500	279,619	(217,119)	687,500	581,791	105,709	18.17%	750,000
Safety & Security Enhancements	20,417	298	20,118	224,583	75,122	149,461	-	245,000
Pool Resurfacing	4,167	-	4,167	45,833	-	45,833	-	50,000
Lakehouse Deck & Railings	8,333	-	8,333	91,667	-	91,667	-	100,000
Irrigation Enhancements	8,333	-	8,333	91,667	-	91,667	-	100,000
Immediate Needs (Reserve Study)	25,000	-	25,000	275,000	-	275,000	-	300,000
Furniture, Fixture & Equipment	4,167	-	4,167	45,833	-	45,833	-	50,000
Sod Replacement	2,083	-	2,083	22,917	-	22,917	-	25,000
Architect & Engineering Expenses	2,500	19,806	(17,306)	27,500	51,021	(23,521)	-	30,000
Miscellaneous	-	865	(865)	-	9,036	(9,036)	-100.00%	-
Treasurer fees	6,256	198	6,058	68,820	76,323	(7,503)	-9.83%	75,076
Reserves	32,092	-	32,092	353,007	-	353,007	-	385,099
Emergency reserve (3%)	12,127	-	12,127	133,396	-	133,396	-	145,523
	<u>454,704</u>	<u>341,045</u>	<u>113,659</u>	<u>5,001,744</u>	<u>4,369,727</u>	<u>632,017</u>	<u>14.46%</u>	<u>5,456,448</u>
Excess (deficiency) of revenues over expenditures	4,587,961	4,785,972	(29,307)	417,087	1,291,443	(389,678)	-67.70%	-
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	\$ 6,597,584	\$ 1,782,305	\$ 660,353	\$ 3,103,055	\$ 1,404,226	-78.72%	\$ 243,266

**Southshore Metropolitan District
Claims to be approved - 1/8/2025 Meeting**

Vendor Name	Invoice #	Invoice Date	Description	Amount
Alixa Winn	12 30 24	12/30/2024	12 Classes	\$ 240.00
American Eagle Protective Services	113	12/9/2024	11 2024 Events Lakehouse/Lighthouse	200.00
Aurora Colorado Locksmith 247	026	12/11/2024	Rekey locks	150.00
Aurora Colorado Locksmith 247	027	12/19/2024	Rekey locks	425.81
Automatic Door Doctors	13659	12/17/2024	Repair Doors - added trim	400.00
Automatic Door Doctors	16076	12/17/2024	07 Doors and Frames	3,594.00
Carli Evermore	33	12/27/2024	10 - 12 Fitness Classes	900.00
Cascade Water Features	1503	9/30/2024	09 Clubhouse leak	1,200.00
Cascade Water Features	1508	1/3/2025	11 Winterization of fountain	800.00
Cintas Fire Protection	0D51698003	12/30/2024	12 Sprinkler system inspection	970.13
CMS	2027423	12/31/2024	Southshore 14 Trail	265.00
Cockrel Ela Glesne Greher & Ruhland	11 30 24	11/30/2024	11 Legal Services	19,478.00
Cockrel Ela Glesne Greher & Ruhland	12 31 24	12/31/2024	12 Legal Services	10,138.50
Colo. Dept. of Public Health & Env.	WC251157413	12/2/2024	Permit fee - COR403815	135.00
Consolidated Divisions, Inc.	Pay App 5	12/19/2024	11 Pond Maintenance	18,688.00
Convurt Trends LLC	981	12/5/2024	Interior Painting - Lakehouse	41,470.00
Cox Professional Landscape Services	42480-10	1/1/2025	01 Monthly Landscape Contract	41,610.00
Cox Professional Landscape Services	42493-B	6/4/2024	06/04 Landscape	7,605.00
Cox Professional Landscape Services	42647-B	8/21/2024	08/21 Landscape	17,004.50
Cox Professional Landscape Services	42822-B	9/3/2024	09/03 Landscape	3,145.00
Cox Professional Landscape Services	42879-B	8/19/2024	08/19 Landscape	6,936.50
Cox Professional Landscape Services	43027	11/25/2024	11/25 Landscape	9,622.00
Cox Professional Landscape Services	43261	11/18/2024	11/18 Owl Box	6,420.00
Cox Professional Landscape Services	43678	12/16/2024	12 Waste Stations	8,955.25
Cox Professional Landscape Services	43678-B	12/16/2024	12/16 Landscape	8,955.25
Cox Professional Landscape Services	43735-B	11/5/2024	11/05 Landscape	240.00
Cox Professional Landscape Services	43879	12/17/2024	12/17 General Landscape	3,982.00
Cox Professional Landscape Services	43889	12/10/2024	12/10 Snow Removal	2,377.50
Cox Professional Landscape Services	43920	12/17/2024	12/17 General Landscape	5,340.00
Cox Professional Landscape Services	43923	12/16/2024	12/16 General Landscape	1,598.00
Cox Professional Landscape Services	43932	12/30/2024	Repair edging damage	195.00
Custom Flag Co.	13713	12/20/2024	Quarterly flag change out.	125.00
Cynthia Waller	00021	12/31/2024	10 - 12 Fitness Classes	400.00
Denco Gutters & Exteriors	2017	8/7/2024	Commercial Gutter cleaning	4,230.00
Earnweald Consulting Services, LLC	SSMD-2024-64	10/31/2024	10 District Engineer	1,400.00
Hernan Buenfil	12 26 24	12/26/2024	Reimbursement	672.82
Hernan Buenfil	716666822	12/3/2024	Reimbursement	1,051.75

IPourlt	20361	12/12/2024	12 Beer fee	120.00
IPourlt	20606	12/31/2024	12 Beer fee	120.00
J. R. Engineering, LLC	85708	11/30/2024	11 Sports Complex	535.50
J. R. Engineering, LLC	85709	11/30/2024	11 Sports Complex	3,162.00
Jason Keith Cline	142645	12/27/2024	12 Fitness Classes	700.00
Jennifer Cornthwaite	120924-044239	12/9/2024	12 Event Supplies	185.06
Jennifer Cornthwaite	120924-050223	12/9/2024	09 Event Supplies	144.65
Klein Computer Cons./Oyster Ditigal	3975	12/19/2024	AV Upgrade	13,399.15
Laura Fielding	12 29 24	12/29/2024	12 Fitness Classes	360.00
Metropolitan District Public Safety	1863	12/1/2024	11 Security Services	9,410.00
Mountain Alarm	4874168	7/1/2024	07 Monitoring	183.00
Mountain Alarm	5086933	8/15/2024	08 Services	152.50
Mountain Alarm	5238161	10/1/2024	10-12 Services	183.00
Mountain Alarm	5669273	1/1/2025	01 Monitoring Services	199.47
Norris Design	01-103263	12/31/2024	Dog Park Design	1,843.75
Proof Pest Control	2206257	12/6/2024	12 Pest Control	272.00
ProSec Integration, LLC	22947	7/22/2024	Replaced Gym Entry Reader	135.00
Regional Town Centre LLC	SI-0607	11/12/2024	Siding Repairs - Lakehouse	5,585.43
Regional Town Centre LLC	SI-0726	12/18/2024	New flooring - Lakehouse	10,212.22
Rocky Mountain Bottled Water	0827153	9/9/2024	12 Bottled Water	17.85
Rocky Mountain Bottled Water	0828874	9/11/2024	09 Bottled Water	31.42
Rocky Mountain Bottled Water	0835051	9/25/2024	09 Bottled Water	85.87
Rocky Mountain Bottled Water	0844752	10/7/2024	10 Bottled Water	17.85
Rocky Mountain Bottled Water	0861101	11/5/2024	11 Bottled Water	39.91
Rocky Mountain Bottled Water	0862472	11/4/2024	11 Bottled Water	17.85
Rocky Mountain Bottled Water	0879503	12/2/2024	11 Bottled Water	17.85
Rocky Mountain Bottled Water	0881932	12/5/2024	12 Bottled Water	124.10
Rocky Mountain Bottled Water	0881937	12/5/2024	12 Bottled Water	48.40
Rocky Mountain Bottled Water	0888451	12/19/2024	12 Bottled Water	51.91
Rocky Mountain Bottled Water	0888453	12/19/2024	12 Bottled Water	107.12
Rocky Mountain Bottled Water	0894931	12/31/2024	12 Bottled Water	17.85
Rocky Mountain Bottled Water	0895090	12/31/2024	12 Bottled Water	11.90
Rocky Mountain Bottled Water	0898044	12/31/2024	12 Bottled Water	5.95
Rocky Mountain Bottled Water	0900047	1/6/2025	12 Bottled Water	31.42
Simmons & Wheeler, P.C.	39579	11/30/2024	11 Accounting	4,248.50
System4 of Central Colorado	5045	12/31/2024	12 Cleaning	1,650.00
System4 of Central Colorado	5046	12/31/2024	12 Cleaning	1,950.00
System4 of Central Colorado	5094	1/1/2025	01 Cleaning	3,152.00
System4 of Central Colorado	5126	1/1/2025	01 Cleaning	2,002.00
The Management Trust	25757411	1/1/2025	12 Management Fees	10,000.00
The Management Trust	341517	11/30/2024	11 Management	10,868.69
The Management Trust	341730	11/30/2024	11 Management	35.73
The Management Trust	342924	11/30/2024	11 Reimbursement	1,268.28
The Management Trust	342970	12/15/2024	11 PR Reimbursement	10,915.89
Vandre Electric & Refrigeration Co	47674	12/10/2024	12 Repair	1,398.00

Vandre Electric & Refrigeration Co	47699	12/11/2024	12 Repair	4,984.00
Vandre Electric & Refrigeration Co	47717	12/23/2024	Replace feature lights - monument	9,480.00
Vandre Electric & Refrigeration Co	47719	12/24/2024	Repair outdoor timed lights	682.50
Wonderboy Productions Inc.	DECEMBER2024	1/2/2025	12 Classes	390.00
				<u>\$ 341,475.58</u>

Southshore Metropolitan District

ACH Payments to Ratify

<u>Usage Month</u>	<u>Vendors</u>	<u>Amount</u>
11/30/24	Xcel Energy	\$ 6,152.46
11/30/24	Waste Management	835.37
11/30/24	Aurora Water	4,164.13
11/30/24	Terminix	152.00
		<hr/>
		\$ 11,303.96