

**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 6:30 p.m. on Wednesday, March 12, 2025, via Zoom:

<https://zoom.us/j/83363595443>

Or join by phone:

(719) 359-4580

Meeting ID: 833 6359 5443

One tap mobile: +17193594580,,83363595443#

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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

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**AGENDA**

1. Disclosures of any potential conflicts of interest.
2. Consideration of Agenda.
3. Accountant’s Report.
  - (a) Review unaudited financial statements and claims payable (to be distributed).
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) February 12, 2025 Regular Meeting Minutes (enclosure).
  - (b) Public Alliance Report and Expenditures, Action Items
    - (i) Consider the engagement of TCW Risk Management as Insurance Agents for the District’s insurance.

- (c) Management Trust Report and Expenditures, Action Items
  - (i) General Manager Report (enclosure)
  - (ii) Lifestyle Director Report (enclosure)
  - (iii) Facilities Manager (to be distributed)
  - (iv) Ratify approval of proposal from Oyster Digital LLC to replace the lighthouse project bulb, in the amount of \$562.29 (enclosure).
  - (v) Ratify approval of proposal from Oyster Digital LLC for additional work, in the amount of \$1,635.29 (enclosure).
  - (vi) Ratify approval of proposal from Colorado Pond and Lake, LLC for pond stocking, in an amount not to exceed \$5,000 (enclosure).
  - (vii) Review and consider approval of purchase of Adirondack chairs (to be distributed).
- (d) Cox Landscaping Report and Expenditures, Action Items (enclosure)
  - (i) Ratify approval of proposal 43045 from Cox Professional Landscape Services LLC to remove dead plant material, tree stakes and wired, in the amount of \$22,200 (enclosure).
  - (ii) Consider approval of proposal 44212 from Cox Professional Landscape Services LLC for rock area 7, in the amount of \$17,740 (enclosure).
  - (iii) Consider approval of proposal 44213 from Cox Professional Landscape Services LLC for rock area 8, in the amount of \$21,430 (enclosure).
  - (iv) Consider approval of proposal 43675 from Cox Professional Landscape Services LLC for 2025 Annual Pond Maintenance, in the amount of \$79,860 (enclosure).
  - (v) Consider approval of proposal 44333 from Cox Professional Landscape Services LLC for 2025 Planting – Senac Trail plant, in the amount of \$16,830 (enclosure).
- (e) Metropolitan District Public Safety Group Report and Expenditures, Action Items.
  - (i) Consider Lighthouse Mobile Wallet Keycard Proposal from Security Central for two pool gates, front door, and fitness hall center in the amount of \$4,949.77 plus \$200 monthly charge (enclosure).
  - (ii) Consider Lighthouse Mobile Wallet Keycard Proposal from Security Central to replace existing readers in the amount of \$6,187.21 (enclosure).
  - (iii) Consider Lighthouse Camera Additions Proposal from Security Central in the amount of \$3,736.51 plus \$17 monthly charge (enclosures).

6. Updates and decision items:

- (a) Discuss District force pooling options and consider possible engagement of special counsel.

- (b) JR Engineering Report and Expenditures, Action Items:
    - (i) Review and consider approval of Pond Maintenance Contract with Consolidated Divisions, Inc. dba CDI and Construction Administration, Oversight, and Inspection Agreement with JR Engineering (enclosures).
    - (ii) Underdrain maintenance construction update.
  - (c) Review and consider approval of purchase of a 2025 Ford Maverick pickup truck (enclosure).
  - (d) Review and consider approval of proposals for facilities space utilization.
  - (e) Discuss Facilities Assessment Report.
  - (f) Review and consider approval of proposal from Custom Fence & Supply Inc. for the installation of Ameristar Montage Plus Majestic 3-rail Style Ornamental Steel Fence, in the amount of \$1,990 (enclosure).
  - (g) Review and consider approval of proposal from SmartStop for a 10' x 20' storage unit, in the amount of \$196 per month (enclosure).
  - (h) Discuss Dog Park improvements (enclosure).
  - (i) Discuss and consider approval of the 2025 staffing and compensation plan.
  - (j) Review and consider approval of the Restated and Management Retainer Agreement between the District and The Management Trust (enclosure).
  - (k) Review and consider approval of proposal from Vandre Electric & Refrigeration Co. to install outlet for game room projector, in the amount of \$875 (enclosure).
- 7. Legal Report, Action Items:
  - (a) Discuss status of May 6, 2025 Regular Election.
  - (b) Discuss District website compliance and consider hiring contractor (enclosure).
- 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 agreement with Management Trust and regarding District revenues, including transfer fees and system development fees.
- 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

I hereby certify that a copy of the foregoing Notice of Special Meeting of Southshore Metropolitan District was, by me personally, posted on the District's website at least 24 hours prior to the meeting.

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I hereby certify that a copy of the foregoing Notice of Special Meeting of Southshore Metropolitan District was, by me personally, posted on the front doors of the Lighthouse and Lakehouse at least 24 hours prior to the meeting.

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I hereby certify that a copy of the foregoing Notice of Special Meeting of Southshore Metropolitan District was, by me personally, sent to the City of Aurora City Clerk for posting on their bulletin board at least three days prior to the meeting.

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# RECORD OF PROCEEDINGS

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## MINUTES OF THE SPECIAL MEETING OF SOUTHSHORE METROPOLITAN DISTRICT HELD FEBRUARY 18, 2025

A Special Meeting of the Board of Directors of the Southshore Metropolitan District was held on February 18, 2025 at 6:30 p.m. by Zoom video/telephone conference. The meeting was open to the public.

### ATTENDANCE

#### **Directors Present:**

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

#### **Absent (excused):**

Ryan Zent  
Colette Palmer

#### **Also Present:**

AJ Beckman and Nichole Kirkpatrick; Public Alliance LLC  
Glory S. Schmidt, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.  
Hernan Buenfil, Angel Duran, and Jennifer Cornthwaite; The Management Trust  
Andy Carroll; Metropolitan District Public Safety Group  
Randy Cox; Cox Professional Landscape Services, LLC  
Doug Richter  
Carol Kopecky, Lacey McMurdu, and Angela Kim; Members of the Public

### CONFLICTS OF INTEREST

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

### NOTICE

Mr. Beckman stated that Notice had been properly posted at least 24 hours prior to the meeting on the District's website. Mr. Beckman 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.

### CONSIDER AGENDA

Following discussion, upon motion duly made by Director Chan, seconded by Director Bergeon and, upon vote, unanimously carried, the agenda was approved, as amended.

**ACCOUNTANT'S  
REPORT**

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

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

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**DISTRICT  
COMMITTEES  
UPDATE**

**Appointments:** There were no appointments of Committee members.

**Finance Committee:** There was no Finance Committee Report at this time.

**Facilities Committee:** Director Bergeon reported to the Board two Committee members have resigned. Ms. Kopecky reported that she spoke with the Swim Team, which has indicated a need for starting blocks. Ms. Duran confirmed that the mounting hardware for the starting blocks is in place. Ms. Kopecky also noted that the Aqua Fitness classes do not require a lifeguard but will need to have on hand an automated external defibrillator (“AED”). Additionally, it was noted that information about Aqua Fitness will be included in the March newsletter.

**Landscaping Committee:** Director Stadler reviewed the landscaping proposals set forth on the Consent Agenda.

**Communications Committee:** Director Chan reported that the Committee will meet quarterly in 2025. The Committee has provided general direction to staff regarding communication to the community. He noted that the Committee is currently reviewing the joint newsletter to from the District and the Homeowners Association. The Committee is considering procurement of a Corva Account for social events.

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**CONSENT  
AGENDA**

The following items were considered for approval by the Board without discussion on the Consent Agenda:

- (a) January 8, 2025 Regular Meeting Minutes.
- (b) Management Trust Report and Expenditures
  - (i) General Manager Report
  - (ii) Lifestyle Director Report
  - (iii) Facilities Manager
  - (iv) Ratification of the purchase holiday lighting for the 2025 season, in an amount not to exceed \$40,000.
  - (v) Approval of proposal from All Backyard Fun for tabletop firepit, in the amount of \$2,977.
- (c) Cox Landscaping Report
  - (i) Ratification of proposal from Cox Landscaping for tree replacement, in the amount of \$145,000.

- (ii) Ratification of proposal from Cox Landscaping for five (5) winter watering sessions, in an amount not to exceed \$16,000.
- (iii) Ratification of proposal from Cox Landscaping for the repair of the Glasgow Sump drain, in the amount of \$1,940.
- (iv) Ratification of Landscape Management Agreement by and between Cox Landscaping and the District.

Following discussion and review, upon a motion duly made by Director Stadler, seconded by Director Bergeon and, upon vote unanimously carried, the Board approved the consent agenda. The following items were removed from the Consent Agenda for individual discussion and consideration.

- (a) Management Trust Report and Expenditures, Action Items
  - (i) Proposal from Texacraft for day beds, in the amount of \$8,975.10.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Bergeon and, upon vote unanimously carried, the Board approved the proposal from Texacraft for day beds, in the amount of \$8,975.10 and an amount not to exceed \$3,000 for shipping.

- (ii) Proposal from Texacraft for Oasis Nesting Chaise Lounge chairs, in the amount of \$9,726.58.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Bergeon and, upon vote unanimously carried, the Board approved the proposal from Texacraft for Oasis Nesting Chaise Lounge chairs, in the amount of \$9,726.58.

- (iii) Proposal from Marina Pool, Spa & Patio for outdoor furniture, in the amount of \$28,837.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Bergeon and, upon vote unanimously carried, the Board approved the proposal from Marina Pool, Spa & Patio for outdoor furniture, in the amount of \$28,837.

- (iv) Proposal from West Elm for carpet tiles, in the amount of \$899.13.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the

proposal from West Elm for carpet tiles, in an amount not to exceed \$1,200.

- (v) Proposal from Front Range Recreation, Inc. for an Automated External Defibrillator (AED), in the amount of \$2,633.40.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposal from Front Range Recreation, Inc. for an Automated External Defibrillator (AED), in the amount of \$2,633.40.

- (vi) Proposal from Front Range Recreation, Inc. for the activity skimmer line break, in the amount of \$9,426.88.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Bergeon and, upon vote unanimously carried, the Board approved the proposal from Front Range Recreation, Inc. for the activity skimmer line break, in the amount of \$9,426.88.

- (vii) Proposal from Vandre Electric & Refrigeration Co. to replace banquet room lights, in the amount of \$5,195.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposal from Vandre Electric & Refrigeration Co. to replace banquet room lights, in the amount of \$5,195.

- (viii) Proposal from Vandre Electric & Refrigeration Co. to replace inground lights at the Lakehouse, in the amount of \$4,475.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposal from Vandre Electric & Refrigeration Co. to replace inground lights at the Lakehouse, in the amount of \$4,475.

- (ix) Proposal from Vandre Electric & Refrigeration Co. to replace damaged bollard lights.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Bergeon and, upon vote unanimously carried, the Board approved the

proposal from Vandre Electric & Refrigeration Co. to replace damaged bollard lights, in the amount of \$2,995.

- (x) Proposal from 1000Bulbs.com for multi-color Christmas lighting, in the amount of \$14,592.14.

Following further discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposal from 1000Bulbs.com for multi-color Christmas lighting, in the amount of \$14,592.14.

- (xi) Proposal from 1000Bulbs.com for sun warm white Christmas lighting, in the amount of \$14,145.79. No action was taken by the Board.

(b) Cox Landscaping Report and Expenditures, Action Items

- (i) Proposal from Cox Professional Landscape Services LLC for rock area 1, in the amount of \$63,435.
- (ii) Proposal from Cox Professional Landscape Services LLC for rock area 2, in the amount of \$21,544.
- (iii) Proposal from Cox Professional Landscape Services LLC for rock area 3, in the amount of \$46,375.
- (iv) Proposal from Cox Professional Landscape Services LLC for rock area 4, in the amount of \$62,730.
- (v) Proposal from Cox Professional Landscape Services LLC for rock area 5, in the amount of \$36,736.
- (vi) Proposal from Cox Professional Landscape Services LLC for rock area 6, in the amount of \$30,225.
- (vii) Proposal from Cox Professional Landscape Services LLC for Senac filter parts, in the amount of \$7,187.

Following discussion and review, upon a motion duly made by Director Chan, seconded by Director Stadler and, upon vote unanimously carried, the Board approved the proposals from Cox Professional Landscape Services LLC for rock area 1-6 and the proposal for Senac filter parts.

- (viii) Proposal from Cox Professional Landscape Services LLC for rock area 7, in the amount of \$17,740. The Board deferred discussion until the March 12, 2025 meeting.
- (ix) Proposal from Cox Professional Landscape Services LLC for rock area 8, in the amount of \$21,430. The Board deferred discussion until the March 12, 2025 meeting.

- (c) Metropolitan District Public Safety Group Report and Expenditures, Action Items. Mr. Carroll noted there is nothing new to report. Ms. Duran reported that she is working on obtaining proposals for security cameras.

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**UPDATES AND  
DECISION  
ITEMS**

**District Force Pooling Options:** Director Chan reported there is no update at this time.

**JR Engineering Report and Expenditures, Action Items:**

**Pond Maintenance Update:** The Board discussed pond maintenance. Following discussion, the Board authorized JR Engineering to obtain bids for pond maintenance services.

**Underdrain Maintenance Construction Update:** Director Stadler reported to the Board that there has been significant progress. The contractor installed five new manholes and identified blockages in several areas. The total expenditures year-to-date total \$380,000. The Contractor will prepare a proposal for cleaning the remainder of the system.

**City of Aurora Sidewalk Easement:** Ms. Schmidt reviewed the easement with the Board.

Following discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board ratified the City of Aurora Sidewalk Easement.

**Pool Usage Agreement by and between the District and Wheatlands Sharks Swim Team:** Ms. Schmidt reported that Pool Usage Agreement by and between the District and Wheatlands Sharks Swim Team is complete and is fully executed. No further action was taken.

**Grant Opportunities:** Director Stadler discussed open space grant opportunities offered by Arapahoe County. He explained that the District is eligible for certain grants; however, none of the projects the District is currently pursuing appear to meet the qualification criteria. He noted that the grant application process is rigorous.

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**LEGAL  
REPORT**

**District Website Compliance:** Mr. Beckman reported that Public Alliance can serve as the District's Compliance Officer and maintain the District's website if desired. No action was taken at this time.

**Draft Annual Report for Fiscal Year 2024:** Ms. Schmidt reviewed the draft Annual Report for fiscal year 2024. Following discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and,

upon vote unanimously carried, the Board approved the draft Annual Report for fiscal year 2024, as amended, and authorized legal counsel to file with the appropriate parties.

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**OTHER  
CONTRACTS**

**Proposal from Charles Taylor Engineering Technical Services for a Reserve Study:** Mr. Beckman reported that he is working with Ms. Duran to obtain proposals for a condition assessment for the District's facilities. He expects to have something in the next week or so.

**Proposals for Fence Replacement and Staining:** The Board reviewed proposals for fence replacement and staining.

Following discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposals from Convurt Trends LLC for fence replacement and staining totaling \$67,738.40.

**Proposals to Replace Deck Railing and Decking Boards:** The Board reviewed proposals to replace deck railing and decking boards.

Following discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposal from RTC Restoration & Renovation to replace deck railing and decking boards, in the amount of \$107,688.72.

**Proposal from Oyster Digital to Replace the Lighthouse Theater Room Projector Bulb:** The Board entered into discussion regarding a proposal from Oyster Digital to replace the lighthouse theater room projector bulb.

Following discussion and review, upon a motion duly made by Director Chan, seconded by Director Stadler and, upon vote unanimously carried, the Board approved the proposal from Oyster Digital to replace the lighthouse theater room projector bulb, in the amount of \$562.29.

**Proposal from Cox Professional Landscape Services LLC to Remove Dead Plant Material, Stakes and Wires:** The Board entered into discussion regarding a proposal from Cox Professional Landscape Services LLC to remove dead plant material, stakes and wires.

Following discussion and review, upon a motion duly made by Director Chan, seconded by Director Stadler and, upon vote unanimously carried, the Board approved the proposal from Cox Professional Landscape Services LLC to remove dead plant material, stakes and wires, in the amount of \$22,200.

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**PUBLIC  
COMMENT**

Ms. Kim inquired about the 90-day restriction on booking venues and requested modifications to the policy to allow for more lead time for booking. Director Stadler noted that the community room is not a commercial space the holding bookings for extended periods has proven to be difficult in the past. The Board took the request under advisement.

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**EXECUTIVE  
SESSION**

The Board determined an Executive Session was not necessary at this time.

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**ACTION ON  
MATTERS  
DISCUSSED IN  
EXECUTIVE  
SESSION**

The Board determined no actions were necessary.

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**OTHER  
MATTERS**

**Pond Stocking:** Director Stadler reviewed a proposal from Liley Fisheries to stock the pond with fish.

Following discussion and review, upon a motion duly made by Director Stadler, seconded by Director Chan and, upon vote unanimously carried, the Board approved the proposal from Liley Fisheries to stock the pond with fish, in an amount not to exceed \$5,000.

**Concessions at the Pool:** Director Stadler reported to the Board Front Range Recreation, Inc. will include concessions in their scope of work and the price will not change.

**Dog Park:** Mr. Richter informed the Board that the design is complete he is in the process of obtaining proposals.

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**ADJOURNMENT**

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

Respectively submitted,

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Glory S. Schmidt, Secretary for the meeting

APPROVED

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Kevin Chan

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Kevin Stadler

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Jeff Bergeon



## **SOUTHSHORE METROPOLITAN DISTRICT**

### **The Management Trust Report - GM**

March 11,2025

Executive Summary: **Southshore Monthly Update – March** - Southshore continues to thrive as we move into the spring season. The team has been busy with facility rentals and preparing for the upcoming summer months. With several ongoing projects, it's rewarding to see our collective efforts materializing. When I first started, I was concerned about how quickly we could get everything on track, but seeing the progress now, it's clear that we're delivering the experience Southshore residents have always wanted.

**1. Front Desk-** The front desk is moving in the right direction. While we've experienced some turnover, it has ultimately helped refine the team, ensuring we have the right people in place. Although it's not perfect, many of the team members are still within their first year, and we're seeing strong improvements. Resident feedback has been positive, forms are being completed properly, and rounds are being conducted consistently. With summer approaching, we're bringing in additional agents to account for natural turnover and the increased demand.

**2. Lifestyle Team** - Once again, the Lifestyle Team continues to be a powerhouse. Every event has been a hit, and even smaller-scale activities have been well received. As we prepare for the summer event season, the team is in a strong position, and I anticipate continued success in community engagement.

**3. Maintenance-**Maintenance remains one of our strongest departments. Angel has been scheduling and executing projects effectively, and Elias is consistently making noticeable improvements throughout the property. That said, I believe adding a second maintenance tech would significantly benefit Southshore. While it's not currently in the budget, I strongly recommend considering this for the future to keep up with the growing demands.

**4. Front Range** -With our new manager, Emma, stepping in, we are positioned well for a smooth transition following Jen T.'s departure. Emma has a clear understanding of what needs to be done, and I'm confident we won't feel a significant impact from the change. The team is on track and should be fully prepared for the summer season.

Overall, Southshore is in a great place, and the work we're all putting in is paying off. Looking forward to continuing this momentum into the busy months ahead!

(i) Recommended Expenditures:

None From GM

Requested Board Actions:

None From GM



## **Southshore Metropolitan District**

### **February Executive Summary 2025 – Lifestyle Department**

February has been a productive month for the Lifestyle Department as we gear up for a busy spring and summer season. A significant portion of our time has been dedicated to managing private rentals for the Lakehouse, ensuring a seamless experience for homeowners as we approach the high-demand graduation season.

Our ongoing weekly **Toddler Wednesdays** continue to gain momentum, providing a fun and engaging space for young families. Additionally, our newly formed **Ladies' Coffee Club** is growing steadily, fostering a sense of community and connection among residents.

We have been actively collaborating with the **Social Committee** to plan and execute several major events, including **Comedy Weekend, Adult Prom, and our large Spring Easter Event and the Pool opening party in collaboration with the Social Committee.** Early planning is also underway for the **Freedom Bash**, ensuring a memorable celebration for all. Internally, we are developing a **Mom's Wellness Event** set for May 10th at the Lakehouse, focusing on self-care and health for our community's mothers.

To engage families ahead of the **busy pool season**, we are hosting a **Pizza Party** this week, where residents can receive pool-related information and complete early waiver signings. This event serves as a proactive step in streamlining the pool access process for the summer.

Finally, we continue to push forward with **social media outreach and in-person engagement**, encouraging residents to stay informed and sign up for **Enumerate** to enhance communication and community participation.

As we transition into spring, we look forward to maintaining strong community engagement and preparing for an exciting lineup of events.

Jennifer Cornthwaite

## ESTIMATE

Klein Computer Consultants LLC  
D.B.A Oyster Digital LLC  
935 S Ogden St  
Denver, CO 80209

evan@oysterdigital.com  
+1 (303) 765-4508  
oysterdigital.com



**Bill to**  
South Shore  
27301 E Southshore Dr  
Aurora  
CO  
80016

**Ship to**  
South Shore  
27301 E Southshore Dr  
Aurora  
CO  
80016

### Estimate details

Estimate no.: 3186  
Estimate date: 01/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/21/2025	<b>A/V services- Taxable</b>	1 x OEM replacement bulb for projector at Lake House. Special order	1	\$330.00	\$330.00
2.	01/21/2025	<b>A/V services</b>	Labor to install bulb. If bulb does not clear error we will stop and reach out to customer at that time and see how to proceed	1.5	\$155.00	\$232.50
3.	01/21/2025	<b>RDF Fee</b>	Retail Delivery Fee	1	\$0.29	\$0.29

**Total** **\$562.79**

### Note to customer

Additional terms governing this Proposal/ Estimate are contained in a Customer Agreement executed between Vendor and Customer. Sales Tax not included in the Proposal/Estimate. Unless Otherwise Stated above.

Prices quoted are subject to increases after the 30th calendar days after the date of this Proposal/Estimate. Scheduling of work will be determined after acceptance. A deposit of fifty percent of the total amount of this proposal/estimate (less sales tax) is required upon acceptance.

Accepted date

Accepted by

ESTIMATE

Klein Computer Consultants LLC  
D.B.A Oyster Digital LLC  
935 S Ogden St  
Denver, CO 80209

evan@oysterdigital.com  
+1 (303) 765-4508  
oysterdigital.com



**Bill to**  
South Shore  
27301 E Southshore Dr  
Aurora  
CO  
80016

**Ship to**  
South Shore  
27301 E Southshore Dr  
Aurora  
CO  
80016

**Estimate details**  
Estimate no.: 3247  
Estimate date: 03/06/2025  
Expiration date: 04/06/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/06/2025	A/V services	Service call for Kramer brain offline, add battery backup to essential devices. If brain is dead will need to replace it. We will provide an estimate for remedy if initial diagnosis leads to dead brain or equipment.	1	\$1,240.00	\$1,240.00
2.	03/06/2025	A/V services- Taxable	900VA battery back up	1	\$395.00	\$395.00
3.	03/06/2025	RDF Fee	Retail Delivery Fee	1	\$0.29	\$0.29

**Total** **\$1,635.29**

**Note to customer**

Additional terms governing this Proposal/ Estimate are contained in a Customer Agreement executed between Vendor and Customer.  
Sales Tax not included in the Proposal/Estimate. Unless Otherwsie Stated above.

Prices quoted are subject to increases after the 30th calendar days after the date of this Proposal/Estimate. Scheduling of work will be determined after acceptance. A deposit of fifty percent of the total amount of this proposal/estimate (less sales tax) is required upon acceptance.

Expiry date 04/06/2025

Accepted date Accepted by

Colorado Pond and Lake, LLC  
11995 Evergreen Rd  
Conifer, CO 80433  
+17578975149  
sales@copondandlake.com  
www.copondandlake.com



**ADDRESS**

Kevin Stadler  
Southshore Metro District

**Estimate 1809**

**DATE** 03/07/2025

**EXPIRATION DATE** 04/07/2025

PRODUCT / SERVICE	QUANTITY	RATE	AMOUNT
<b>Fish Stocking</b>	1	5,000.00	5,000.00
Warm Water Fish Stocking Recommendation - 2025			
:Largemouth Bass 6" - 8" : 100 individuals			
: Bluegill 4" - 6" : 650 individuals			
: Green Sunfish 2" - 5" : 5 lbs (50-100 individuals per pound)			
: Black Crappie 4" - 6" : 150 individuals			
: Fathead Minnows : 55 lbs			
Transportation & Consumables Included			
SUBTOTAL			5,000.00
TAX			0.00
TOTAL			<b>\$5,000.00</b>

Accepted By

Accepted Date

CONFIDENTIAL DOCUMENT

## Landscape Monthly Status Report

Project Name	Reporting Cadence
Southshore Metro District	Monthly (for Board Meetings)
Date	Prepared by:
February 2025	Kevin Cox

**III. Lawn Care** - Provide updates regarding Mowing/Edging, Fertilization, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Mowing of turf areas completed.

-Leaf removal completed.

**IV. Shrubs/Plants** - Provide update regarding Edging, Pruning, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Spring cleanup completed.

**V. Tree Care** - Provide update regarding Pruning, Staking, Insect Control, Tree Wells – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Plant Health Care – Completed for 2024, 2025 to be proposed.

-Plant audit completed and submitted for 2024, 2025 to be completed in May/June.

**Misc items as listed in Contract** – Provide update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Weekly checking and replacement of trash and dog waste bags.

-Weekly poo patrol of the dog park.

-Monthly algae treatments to all three ponds.

-Holiday lighting decorations removed and placed into storage totes, to be dropped off in district storage week of 2/3/25.

**VI. Wood and Rock Mulched Areas-**

Spring cleanup completed.

**VII. Native Areas-**

-Native mowing completed.

-Trash removed.

**VII. Irrigation Systems-**

-Winterization completed.

-Pond filter maintenance completed 11/22/24, additional parts to be installed in March.

**IX. Landscape Debris Cleanup-**

-Policing of property for trash, signs, and debris.

-Playground mulch raked 2/24/25.

---

X. Aeration-

--Completed.

XI. Winter Services-

-Snow damage: Repaired 27925 Indore Drive 2/3/25, additional repairs scheduled as weather allows.

-Snow removal 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/27, 12/10, 1/7, 1/9, 1/15, 1/16, 1/18, 1/20, 1/25, 1/30, 1/31, 2/12, 2/16, 2/18, 2/21.

Special Projects (provide an update to any special funding approved by the Board and their status)

- **FOR APPROVAL:**
- **Proposal #43675 (\$79,680.00) – 2025 Pond Maintenance:** Increased scope to include weekly trash removal of inlets/outlets, once annual mowing during winter months, regular weed control, annual cleanout of concrete drainage structures, regular monitoring and reporting. **Awaiting approval, current chemical treatments to halt after March 2025 treatment. April is a critical month as water temps start to rise, recommend not interrupting service.**
- **Proposal #44212 (\$17,700.00) – 2025 Rock Conversion Area 7 Quantock Park.** **Awaiting approval.**
- **Proposal #44213 (\$21,430.00) – 2025 Rock Conversion Area 8 Ridge Trail N of SS Pkwy.** **Awaiting approval.**
- **Proposal #44333 (\$16,830.00) – 2025 Planting Senac Trail.** **Awaiting approval.**
- **IN PROCESS:**
- **Proposal #43405 (\$22,200.00) – Dead Plant & Tree Stake Removal** **Scheduled in March/April**
- **Proposal #43261 (\$6,420.00) – Owl House (3) Installation** **Completed 2/28/25.**
- **Proposal #43978 (\$3,200.00) – Winter Tree Watering (1 of 5)** **Completed 2/4/25. Round 2 of 5 scheduled for early March. Do not anticipate needing applications 3, 4, & 5.**
- **Proposal #43981 (\$145,000.00) – 100 New Trees for 2025** **Approved, awaiting deposit to order trees.**
- **Proposal #s 43763, 43764, 43766 (\$8,060.00, \$13,780.00, \$7,340.00) – Annual Flowers 2025** **Approved, request invoice submission April 1<sup>st</sup> to be installed in May.**
- **Proposal # 44206 (\$54,885.00) – Rock Conversion Area 1: SS Pkwy & Ottawa Dr** **Scheduled April/May.**
- **Proposal # 44207 (\$20,554.00) – Rock Conversion Area 2: SS Pkwy & Uriah** **Scheduled April/May.**
- **Proposal # 44208 (\$44,375.00) – Rock Conversion Area 3: SS Pkwy & Costilla** **Scheduled April/May.**
- **Proposal # 44209 (\$59,730.00) – Rock Conversion Area 4: SS Pkwy & Roxbury** **Scheduled April/May.**
- **Proposal # 44210 (\$34,736.00) – Rock Conversion Area 5: SS Dr & Indore** **Scheduled April/May.**
- **Proposal # 44211 (\$28,225.00) – Rock Conversion Area 6: SS Dr & Davies** **Scheduled April/May.**
- **Proposal # 44212 (\$17,740.00) – Rock Conversion: Quantock Park** **Awaiting approval.**
- **Proposal # 44213 (\$21,430.00) – Rock Conversion: Ridge Trail, N side of SS Pkwy** **Scheduled April/May.**
- **Proposal # 44214 (\$7,187.00) – Senac Filter Parts: Additional parts needed found defective at recent servicing.** **Scheduled in March.**
- **Proposal #44292 (\$10,590.00) – 2025 Planting Shady Grove & Costilla** **Scheduled April/May.**
- **Proposal #44331 (\$32,860.00) – 2025 Planting Various Locations** **Scheduled April/May.**
- **Proposal #44332 (\$4,055.00) – 2025 Perennial Planting SS Dr/Pkwy** **Scheduled April/May.**



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

Proposal #43045  
Created: 06/28/2024  
Date: 09/02/2024  
From: Wesley R Cox

Proposal For

Southshore Metropolitan District

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

[southshorememo.21@bill.com](mailto:southshorememo.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmons-wheeler.com](mailto:Lucinda@simmons-wheeler.com)

Location

27151 E Lakeview Dr  
Aurora, CO 80016

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

Client Notes

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

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

Mapping of all dead removed and all missing plant material.

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

Signature

x

Date:

Please sign here to accept the terms and conditions

SUBTOTAL	\$ 22,200.00
TOTAL	\$ 22,200.00
DEPOSIT AMOUNT (50.0%)	\$ 11,100.00
DUE DATE	10/02/2024



## Cox Professional Landscape Services LLC

14051 E Davies Ave Unit A

Centennial, CO 80112

Proposal #44212

Created: 02/04/2025

Date: 04/01/2025

From: Wesley R Cox

### Proposal For

#### Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland

44 Cook Street, Suite 620

Denver, CO 80206

[southshoremtno.21@bill.com](mailto:southshoremtno.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmonswheeler.com](mailto:Lucinda@simmonswheeler.com)

#### Location

Aurora, CO 80016

SMD-2025 ROCK AREA 7: QUANTOCK PARK

Terms  
Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Construction:Mobilization Mobilization, staging, material and equipment delivery.	1	\$ 1,500.00	\$ 1,500.00
Landscape Construction:Equipment:BobCat Bobcat Skidsteer	1	\$ 500.00	\$ 500.00
Landscape Construction:Equipment:Dingo Dingo loader per day	1	\$ 250.00	\$ 250.00
General Labor:2024 SOUTHSORE General Labor General Landscape Labor	70 Hr	\$ 65.00	\$ 4,550.00
Irrigation Tech:2024 SOUTHSORE Irrigation Tech: Adjustment and/or replacement of drip zones as necessary.	6 Hr	\$ 80.00	\$ 480.00
Misc. Materials IRR Drip valve, pipe, fittings, clamps, tubing, and emitters.	1	\$ 750.00	\$ 750.00
4' x 300' Landscape Fabric 4' x 300' Landscape Fabric	2 ea	\$ 425.00	\$ 850.00
Fabric/Sod Staple 4' x 1" Fabric/Sod Staple	200 ea	\$ 0.50	\$ 100.00
Landscape Materials:Boulders:Granite boulders Granite boulders	1 ea	\$ 330.00	\$ 330.00
Multi-Color Cobblestone 2"- 4" Multi-Color Cobblestone 2"-4"	35 Ton	\$ 168.00	\$ 5,880.00
#5 Shrub Installed #5 Deciduous Shrub Installed	30 ea	\$ 85.00	\$ 2,550.00

#### Client Notes

Bed Areas at Quantock Park: 2,000 square feet

- Remove existing wood mulch and replenish bed areas elsewhere on site.
- Fill in missing plant material as noted.
- Adjust irrigation as necessary.
- Install new landscape fabric and pins.
- Install new granite boulders and 2-4" multi-color cobblestone.



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

Proposal #44212  
Created: 02/04/2025  
Date: 04/01/2025  
From: Wesley R Cox

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

Signature

x \_\_\_\_\_ Date: \_\_\_\_\_  
Please sign here to accept the terms and conditions

SUBTOTAL	\$ 17,740.00
TOTAL	\$ 17,740.00
DEPOSIT AMOUNT (50.0%)	\$ 8,870.00
DUE DATE	05/01/2025

Photos





## Cox Professional Landscape Services LLC

14051 E Davies Ave Unit A  
Centennial, CO 80112

Proposal #44213

Created: 02/04/2025

Date: 04/01/2025

From: Wesley R Cox

### Proposal For

#### Southshore Metropolitan District

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

[southshoremtno.21@bill.com](mailto:southshoremtno.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmonswheeler.com](mailto:Lucinda@simmonswheeler.com)

#### Location

E Southshore Pkwy  
Aurora, CO 80016

SMD-2025 ROCK AREA 8: RIDGE TRAIL N OF SS

#### Terms

Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Construction:Mobilization Mobilization, staging, material and equipment delivery.	1	\$ 1,500.00	\$ 1,500.00
Landscape Construction:Equipment:BobCat Bobcat Skidsteer	1	\$ 500.00	\$ 500.00
Landscape Construction:Equipment:Dingo Dingo loader per day	2	\$ 250.00	\$ 500.00
General Labor:2024 SOUTHSORE General Labor General Landscape Labor	90 Hr	\$ 65.00	\$ 5,850.00
Irrigation Tech:2024 SOUTHSORE Irrigation Tech: Adjustment and/or replacement of drip zones as necessary.	6 Hr	\$ 80.00	\$ 480.00
Misc. Materials IRR Drip valve, pipe, fittings, clamps, tubing, and emitters.	1	\$ 750.00	\$ 750.00
4' x 300' Landscape Fabric 4' x 300' Landscape Fabric	2 ea	\$ 425.00	\$ 850.00
Fabric/Sod Staple 4' x 1" Fabric/Sod Staple	270 ea	\$ 0.50	\$ 135.00
Landscape Materials:Boulders:Granite boulders Granite boulders	1 ea	\$ 330.00	\$ 330.00
Multi-Color Cobblestone 2"- 4" Multi-Color Cobblestone 2"-4"	45 Ton	\$ 168.00	\$ 7,560.00
#5 Shrub Installed #5 Deciduous Shrub Installed	35 ea	\$ 85.00	\$ 2,975.00

#### Client Notes

- Bed Areas at Ridge Trail north of Southshore Parkway: 2,700 square feet
- Remove existing wood mulch and replenish bed areas elsewhere on site.
  - Fill in missing plant material as noted.
  - Adjust irrigation as necessary.
  - Install new landscape fabric and pins.
  - Install new granite boulders and 2-4" multi-color cobblestone.



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

Proposal #44213  
Created: 02/04/2025  
Date: 04/01/2025  
From: Wesley R Cox

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

Signature

x \_\_\_\_\_ Date: \_\_\_\_\_  
Please sign here to accept the terms and conditions

SUBTOTAL	\$ 21,430.00
TOTAL	\$ 21,430.00
DEPOSIT AMOUNT (50.0%)	\$ 10,715.00
DUE DATE	05/01/2025



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

Proposal #43675

Created: 10/17/2024

Start Date: 04/01/2025

End Date: 03/31/2026

From: Wesley R Cox

## Proposal For

### Southshore Metropolitan District

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

[southshoremndno.21@bill.com](mailto:southshoremndno.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmonswheler.com](mailto:Lucinda@simmonswheler.com)

### Location

Aurora, CO 80016

SMD - 2025 POND MAINTENANCE

Terms  
Net 30

#### ITEM DESCRIPTION

#### AMOUNT

#### TIMES / CONTRACT

#### Pond Maintenance

2025 Monthly Pond Maintenance

\$ 6,640.00

12

### Client Notes

Southshore MD Annual Pond Maintenance - 2025

- Weekly trash/debris removal as needed.
- Annual cutting of vegetation in drainage channels: cattails, willows, etc.
- Weekly chemical service to control algae growth and inhibit mosquito development as needed.
- Annual sediment removal from concrete channels, outlets, and forebays.
- Two applications of weed control to broad leaf weeds in adjacent native grass areas.
- Estimation of any additional services needed outside of scope (sudden erosion, acts of God, etc.).

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

#### TOTAL

\$ 79,680.00

### Signature

x

Date:

Please sign here to accept the terms and conditions



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

Proposal #44333  
Created: 02/14/2025  
Date: 05/01/2025  
From: Wesley R Cox

### Proposal For

#### Southshore Metropolitan District

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

[southshorememo.21@bill.com](mailto:southshorememo.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [aj@publicalliancecell.com](mailto:aj@publicalliancecell.com)

#### Location

Aurora, CO 80016

SMD - 2025 PLANTING: SENAC TRAIL

Terms  
Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Construction:Mobilization Mobilization, staging, material and equipment delivery.	1	\$ 1,500.00	\$ 1,500.00
Landscape Construction:Equipment:BobCat Bobcat Skidsteer	2	\$ 500.00	\$ 1,000.00
Landscape Materials:Boulders:Granite boulders Granite boulders	3 ea	\$ 330.00	\$ 990.00
General Labor:2024 SOUTHSORE General Labor Skilled Landscape Labor	20 Hr	\$ 75.00	\$ 1,500.00
#5 Shrub Installed #5 Deciduous Shrub Installed	80 ea	\$ 85.00	\$ 6,800.00
#1 Perennial Installed #1 Perennial Installed	120	\$ 30.00	\$ 3,600.00
Irrigation Tech:2024 SOUTHSORE Irrigation Tech Repairs found during inspection of system	8 Hr	\$ 80.00	\$ 640.00
Misc. Materials IRR Replacement drip wye filters, pipe, fittings, tubing, and emitters	1	\$ 800.00	\$ 800.00

#### Client Notes

Senac Trail (between Southshore Parkway & Southshore Drive):

- Install new shrubs and perennials
- Install three (3) tons of granite boulders
- Adjust irrigation as necessary
- Fill mulch from rock conversion areas



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

Proposal #44333  
Created: 02/14/2025  
Date: 05/01/2025  
From: Wesley R Cox

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

Signature

SUBTOTAL	\$ 16,830.00
TOTAL	\$ 16,830.00
DEPOSIT AMOUNT (50.0%)	\$ 8,415.00
DUE DATE	05/31/2025

x \_\_\_\_\_ Date: \_\_\_\_\_  
Please sign here to accept the terms and conditions

Photos





www.SecurityCentralInc.com

**We C.A.R.E.**

✉ care@securitycentralinc.com

☎ 303-721-0111 | 303-721-6490 Fax

📍 67 Inverness Drive East, Unit B,  
Englewood, CO, 80112



# Project Proposal

Proposal #: 27267-1-0



Project Title:  
**Mobile Wallet Keycards**



Prepared For:  
**Andy**  
**Southshore - Aurora Metro District**  
27151 E. Lakeview  
Aurora, CO, 80016  
metropublicsafety@comcast.net  
(303) 981-4965



Proposal Date:  
**March 4, 2025**



Proposal By:  
**Carly Beard**  
Client Services  
carly@securitycentralinc.com  
303-389-9166



Security  
Intrusion



Keyless  
Entry



Video  
Surveillance



Monitoring  
Services



Medical  
Emergency



Fire  
Safety



Flood &  
Freeze



## Project Details

### Scope Summary

Page 3 of this proposal includes the replacement readers for the two pool gates, front door, and fitness hall center to have Mobile Wallet Keycards available for homeowners and staff. These readers require more power than the normal readers. This proposal also includes 50 mobile credentials pre loaded onto the client's Virtual Keypad app to be assigned to residents and staff.

Please note, these credentials are NOT SHAREABLE meaning that each member of the household who wants to access the clubhouse or pool with their phone will need their own credential bought and loaded onto their phones.

Please note, the end user must have their Bluetooth on, open their smart phone wallet and then present it to the card reader.

Please note, the client will be responsible for issuing credentials to each end user.

Rather than a one time fee, this system is a recurring monthly price of \$4.00 per card. This proposal currently includes 50 Mobile Wallet Key Cards included for a monthly price of \$200.00. Additional Mobile Wallet Key Cards can be bought in batches of 10, 25, or 50.

---

Page 4 of this proposal includes replacing the elevator access control system. This proposal also includes a relay to connect the elevator to the access control system. No access control permitting is anticipated for the elevator portion of this installation. If a permit is needed additional fees will apply.

## Elevators Addition :

## \$3,197.46

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
4	Access Control Module	With Security Panel	\$160.77	\$643.08
1	Access Pwr Controller Supply 12	With Panel	\$328.80	\$328.80
	24VDC 6A Enclosure			
1	Programming Cable	With panel	\$4.13	\$4.13
1	Arlington 1/2in Snap In Bushing	With panel	\$.22	\$.22
1	Relay Module	With panel	\$46.15	\$46.15
2	12V 12AH Battery	With panel	\$35.38	\$70.76

### Labor:

QTY	Description	Ext.Price
10	Access Tech Labor	\$1,950.00
.82	Project Mgt.	\$154.32

Equipment Subtotal	\$1,093.14
Labor Subtotal	\$2,104.32
<b>Elevators Addition SubTotal</b>	<b>\$3,197.46</b>

**50% Deposit Required**

## Bluetooth Readers :

**\$4,949.77**

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
8	Mobile Wallet Keycard Reader	Replace all existing card readers with Mobile Wallet compatiple options	\$378.55	\$3,028.40

### Labor:

QTY	Description	Ext.Price
8	Access Tech Labor	\$1,560.00
1.91	Project Mgt.	\$361.37

### Monthly Recurring Services:

Description	Ext.Price
Mobile Wallet Key Cards (50)	\$200.00

Equipment Subtotal	\$3,028.40
Labor Subtotal	\$1,921.37
<b>Bluetooth Readers SubTotal</b>	<b>\$4,949.77</b>
Monthly Recurring Services Subtotal	\$200.00

**50% Deposit Required**



## Other Information

- Additional detection coverage and protective services are available for an additional fee.
- All equipment installed by Security Central is warranted for one year unless extended warranty/maintenance services are purchased. Company provides no warranty of existing equipment.
- Installation of conduit, high-voltage electrical connections, and phone/internet services are EXCLUDED from this proposal unless specifically noted in scope of work.
- Customer must provide unobstructed access to system areas for installation and servicing of devices. Customer must dedicate adequate personnel and equipment resources to ensure that all furniture, merchandise, and equipment are moved away from system device locations. Additional trip charges and labor charges may apply if device areas are not accessible at scheduled time.
- Company will provide one-hour service call to reprogram and test existing system. If the system cannot be completely reprogrammed and tested within that initial time, additional labor charges will apply at current service rates.
- System uses a web-based software platform. Therefore, Customer must supply internet connection with available static I.P. address(es) for system equipment. Customer is responsible for all computer network hardware and programming to enable remote web-based connection to system equipment.
- A fire alarm interface is required when magnetic locks are used. Equipment and labor for such interface is EXCLUDED from this proposal unless Security Central monitors and maintains your fire alarm system. Customer must

contact your fire system servicing company for installation and programming of required fire alarm interface.

- The web-hosted communication software requires a Public Static I.P. address for each access control panel. Customer must furnish the required I.P. addresses. If Customer does not have available Public Static I.P. address, Security Central can provide I.P. Address Hosting service for \$10.00/month per control panel.

# Services Agreement

This Agreement is dated March 4, 2025 between Security Central, Inc. (the "Company" or "we") and you ("you" or the "Customer"). This Agreement covers the system(s) listed on the attached "Proposal" or any existing system(s) the Company takes over from another company (collectively, the "System") and any services set forth in the Proposal and further described below (the "Services") for the following location and any additional locations at which Customer requests and accepts Services from the Company (collectively, the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

## Service Location:

The Lakehouse at Southshore  
 27151 E. Lakeview  
 Aurora CO, 80016  
 metropublicsafety@comcast.net

## Billing Location:

Southshore - Aurora Metro District  
 27151 E. Lakeview  
 Aurora CO, 80016

**Proposal No: 27267-1-0**

**Proposal Date: March 4, 2025**

Summary: This Agreement is a legal document and is necessary because we live in a litigious society. But we believe in being simple, open, and honest. Therefore, we would like to provide a brief summary of some of the important issues addressed in the following pages.

1. You are choosing to purchase the security products and services listed below to help reduce and manage, but not eliminate, your risks in a dangerous world. You agree to subscribe to our services for the full initial term of this Agreement; and we have based our pricing on your promise to do so.
2. Your System is one minor part of your total risk management program. Therefore, your expectation of our liability needs to be equally small. You can purchase more security such as armed guards and additional insurance if you feel your situation warrants more protection.
3. Alarm systems are intended to detect damaging events, but they do not prevent the damage from occurring. You pay your insurance company to insure you against losses such as theft, fire, flood, etc. But your insurance company or others may try to sue us for damages or losses at your property. You agree to protect us from them doing so.

## Services Purchased

Systems	
Elevators Addition	\$3,197.46
Bluetooth Readers	\$4,949.77
<b>Total Investment</b>	<b>\$8,476.95</b>

Services	
Elevators Addition	\$0.00
Bluetooth Readers	\$200.00
<b>Total Monthly Services</b>	<b>\$200.00</b>

\*Estimated sales tax of \$329.72 included above\*

Minimum Initial term for Recurring Services 36 months

**50% Deposit Required**



# Services Details

Subject to the Terms and Conditions herein, the Company will provide the Services as set forth in the Proposal and further described below. The Company will only provide Services that the Customer has requested and paid for in accordance with the fees set forth in the Proposal. Some or all of the Services described below may not apply to your particular Proposal. If you would like any of the Services described below that are not included in your Proposal, please notify us immediately so we may modify your Proposal.

**Installation/Purchase.** The Company agrees to sell the System and the Customer agrees to pay for the System in accordance with the terms of each Proposal. The Company will own the System until the Customer pays for the System in full. After the final payment, all right, title and ownership in the System shall pass to Customer, except for the transmitting software and any radio communication equipment which contain the Company's proprietary data and which the Company will retain ownership in and always own.

The Company agrees to install the System and the Customer agrees to pay the installation charge set forth in each Proposal. The Company assumes no responsibility for any delay in installation.

The Customer must furnish all power, lighting, and communications equipment and infrastructure that is needed for the System to operate properly. The Customer is solely responsible for all power, internet, phone/cellular communications, and/or other utility charges.

If the System includes video cameras and/or audio recording, the Customer agrees to (i) comply with all privacy rights and laws and not permit the System to be used where any person may have a reasonable expectation of privacy or in any unlawful manner; (ii) inform all persons on the Premises that they may be monitored by video/audio equipment; and (iii) use the System exclusively for security and/or management purposes.

The Customer must notify the Company of any hazardous materials or other environmental concerns at the Premises which could affect the Company's work or personal safety of workers and/or occupants.

If the System includes commercial fire alarm equipment, the system design is contingent upon approval by the authority having jurisdiction. Any required changes to the proposed System design will result in a price adjustment. The Customer must provide CAD drawings of the Premises that can be used for fire alarm engineering and permitting purposes. If adequate CAD drawings are not available, additional engineering charges will apply. Independent systems that must be connected to the fire alarm monitoring system, i.e. fire sprinkler systems, HVAC shutdown, etc., and their connections to the fire alarm System are excluded from this Agreement and must be provided by others.

The Customer must notify the Company in writing of any problems with the System installation within 30 days after the installation. See Section 3 for additional details on Limited Warranty. The Customer must pay for any additions or changes to the System beyond those shown on the Proposal.

The amount of the deposit required upon execution of this Agreement is \$4,073.62.

Your total payment for the recurring Services during the initial 36 term of this Agreement is \$7,200.00 (plus any applicable taxes), which is the amount of the monthly services payment multiplied by the number of months in the initial term of this Agreement. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT. There are no prepayment penalties associated with the purchase or lease of the System or Services.

**Easy Access Hosting and Support.** The Company agrees to provide the Customer with remote access to Company's web-based access administration software to manage the keyless entry System noted in the attached Proposal for an **initial term of 36 months** from the date of activation of Services. The Customer agrees to pay the Company the applicable hosting/support fees in advance as periodically billed. After the initial term, the hosting/support services will automatically renew for successive annual terms and the customer can cancel the agreement at any time without penalty. After the initial term, the Customer can cancel their monthly services by emailing or calling the Company.

The Customer is responsible for managing all System data and operating parameters such as active card holders, automatic door locking/unlocking schedules, physical door/latch operation, etc. Customer is also responsible for maintaining all I.T. network equipment and services that the System utilizes to communicate with Company's cloud-based software servers. The Company agrees to provide initial set-up and connection to client-provided network infrastructure to enable communication of System with Company's cloud-based software servers. Company will also provide remote technical support via phone, email, or other communication technology supported by Company to assist Customer in use, administration, and troubleshooting of the System. Remote support services are limited to 15 minutes per month and excludes troubleshooting Customer's computer network. Any support issues requiring more than 15 minutes of technician remote assistance will be billed at Company's then-current service rates.



# Terms & Conditions

**1. LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE, GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE THE GREATER OF \$1,000 OR SIX (6) MONTHS OF SERVICE FEES PAID. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION OR YOUR PERSONALLY IDENTIFIABLE INFORMATION (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE). SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, OR EXPENSE, THE LIMITATION OF LIABILITY ABOVE SHALL APPLY. THE CUSTOMER

**ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING ALTERNATE ALARM COMMUNICATION METHODS.**

**2. Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance and waives any rights Customers' insurance company may have to be reimbursed by the Company for money paid to you or on your behalf

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances, fire and smoke damage to the Premises, or other damage. The Company assumes no liability for those risks.

### **3. Limited Warranty.**

(a) For 12 months from the date of this Agreement, or as long as Extended Warranty and Repair Services are purchased, the Company warrants that if any part of the System installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in wireless devices or existing System components, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit; it does not include any other third parties. The System and Services included in this Agreement are intended to detect but not prevent damaging events. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the Services. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them as well as any third-party alarm registration or application fees. If the Company notifies the Customer of a malfunction or excessive signals, the Customer will disconnect the System until the Company can repair it. In the event that the Customer is unwilling or unable to disconnect the System to prevent excessive signals from being transmitted to the Company, the Company will have the right to charge the Customer \$1.00 per signal received in excess of 20 signals within a 24-hour period. The Company may also terminate this Agreement with 10 days written notice in the event of excessive signals, alarms, and/or calls.

The Customer will not tamper or interfere with the System, nor permit others to do so. You agree, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees, that the Company can record, retrieve, review, copy, disclose and use all communications, including all telephone, video, wire, oral, electronic and other forms of transmission or communication, with the Customer and/or the Customer's representatives in the normal course of the Company's business. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the System at the Premises. You, for yourself and any other person contacting Company or the monitoring facility or whose communication is received from the System, whether by Company or the monitoring facility (collectively, "Users"), consent to the interception, recording, disclosure and use of the contents of any telephone call, other oral communications or video in connection with the Services. In addition, you shall notify all Users with respect to any such interception, recording, disclosure or use. **YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.**

The Customer will test the System at least once a month, as well as when changes are made to its communication services or the Premises. The Customer will immediately notify the Company of any changes to its phone services, internet services, and/or computer network configuration, or of any problems with the System. The Customer will contact the Company to arrange for periodic inspection and test services if/when such services are required or desired

The Customer agrees that the Company can make programming data changes to the Customer's System concerning operation of the System.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. Any additional requested equipment and/or services will be provided under the terms of this Agreement except that additional charges will apply. The Customer's obligations continue even if the Customer sells or leaves the Premises.

If the Customer has subscribed to a third-party application (an "App"), the Customer agrees to only use the App according to the terms of the applicable App licensing agreement and/or terms and conditions. The Customer understands that the App is developed and maintained by a third party and the Company does not warrant in any way the operation of the App or any existing or continued compatibility of the App with the Company's System and shall not be liable for any damages incurred by the Customer arising from or related to the App.

As long as the Customer subscribes to the Company's internet-based web services, the Company grants to the Customer a non-exclusive license to use the Company's website portal, subject to the terms and use of the portal, via the internet solely to access, input, and modify the Customer's account information and System data. The Customer is solely responsible for the accuracy and effect of the data that the Customer enters and for any omissions relating thereto. The Company's website portal is provided "AS IS" without any express or implied warranties. The Customer agrees that the Company may terminate the Customer's license and portal access immediately without notice upon termination of this Agreement or if the Company determines that the Customer is using the services improperly, illegally, or in any other manner which is detrimental to the Company and/or its customers and suppliers.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If this Agreement is canceled or otherwise terminated prior to the expiration of the term of this Agreement for any reason, the Customer must pay the Company: (a) all amounts then due; (b) 90% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorneys' fees.

If this Agreement is ended for any reason, the Customer authorizes the Company to suspend all services, ignore all signals received from the System, and/or disconnect/shut-down the System to prevent it from communicating with the Company's equipment. In addition, the Company can peacefully enter the Premises and

remove its equipment without any obligation to repair, restore, or redecorate the Premises if the installation and purchase charges have not been fully paid. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price, SaaS payments, or performance under this Agreement. The Customer must return such property if it does not fully pay for it or fails to pay SaaS installments. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code

**7. System Charges.** The Customer agrees to pay all charges associated with the System and Services, including the initial payment, recurring services, licenses, taxes, SaaS payments, fines and other assessments, including sales taxes. The Customer authorizes the Company to electronically charge the Customer's bank account, debit card, or credit card account for the periodic service charges due under this Agreement. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

After the initial term of this Agreement as specified in the Services Details, the Company can increase the Company's fees by a cumulative annual amount of up to 8% or the most recent annual CPI for the Denver Metro Area, whichever is greater, in addition to any increases due to taxes or charges.

**8. Contact Information.** You expressly authorize the Company to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with the Company, including, without limitation, communications about your System, this Agreement, the Services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your System or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization by a signed writing mailed return receipt to Security Central, Inc., 67 Inverness Dr. East, Unit B, Englewood, CO 80112.

**9. Transfers.** The Customer cannot transfer this Agreement without the Company's consent. With the Company's consent, the Customer can transfer the agreement to a new service location or to a new property owner. The Company, however, can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

**10. Term.** Following completion of the initial term of this Agreement, the Agreement shall continue on a month-to-month basis as long as Services are being provided to the Customer and Customer continues to pay for those Services. The Customer or the Company may terminate this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

**11. Notices;** Limitation on Lawsuits; Jury Trial. Unless otherwise indicated, all notices must be in writing.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES THAT IT WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST THE COMPANY OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.**

**12. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins installation or service. This Agreement is governed by Colorado law. Electronic signatures and electronic copies of this Agreement are binding on the parties. The Customer authorizes the Company to convert this Agreement to an electronic format and to destroy all original written documents. The electronic copy shall be legally equivalent to the original.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign. Any changes to this Agreement must be signed by a corporate officer of the Company.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are a part of this Agreement.



# Customer Acceptance #27267-1-0

## Mobile Wallet Keycards



### EFT Payment Authorization

As duly authorized signer on the financial institution account identified below, I authorize Security Central Inc. to perform electronic fund transfer debits and/or credits from my account identified below for payments due now and in the future including, but not limited to, deposits on new work requested, completion of work performed, recurring service fees, repairs, and permits: ☐ Monthly ☐ Quarterly ☐ Annually

Bank Account # / CC # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CSV Code: \_\_\_\_\_ CC Zip Code \_\_\_\_\_

Bank Name and Routing Number (or attach voided check) \_\_\_\_\_



### Monitoring Notification List

For monitoring service customers, please complete the Notification list below. This notification list is the instructions we will follow when we receive an alarm signal from your location. Please provide atleast two contact people with all available contact information and password. Contact us if you need assistance completing the Notification List.

Notification List			
	Name	Hm/Wk/Cell Phone #	Email Password
1.			
2.			
3.			
4.			
5.			

THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS ABOVE RELATING TO ITS PROTECTION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY.

(CONSUMER TRANSACTIONS ONLY) YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT, IF APPLICABLE.

Southshore - Aurora Metro District

SECURITY CENTRAL, INC.

Customer Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Carly Beard

Security Central Representative

Customer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Security Central Inc. Authorized Signature \_\_\_\_\_



www.SecurityCentralInc.com

**We C.A.R.E.**

✉ care@securitycentralinc.com

☎ 303-721-0111 | 303-721-6490 Fax

📍 67 Inverness Drive East, Unit B,  
Englewood, CO, 80112



# Project Proposal

Proposal #: 27266-1-0



Project Title:

**Mobile Wallet Keycard**



Prepared For:

**Andy**

**Southshore - Aurora Metro District**

**27301 E. Southshore Drive**

**Aurora, CO, 80016**

**metropublicsafety@comcast.net**

**(303) 981-4965**



Proposal Date:

**March 4, 2025**



Proposal By:

**Carly Beard**

**Client Services**

**carly@securitycentralinc.com**

**303-389-9166**



Security  
Intrusion



Keyless  
Entry



Video  
Surveillance



Monitoring  
Services



Medical  
Emergency



Fire  
Safety



Flood &  
Freeze



## Project Details

### Scope Summary

Page 4 of this proposal includes the replacement readers for all the card access doors at Lighthouse to have Mobile Wallet Keycards available for homeowners and staff. These readers require more power than the normal readers. This proposal also includes 50 mobile credentials loaded onto the client's smartphone wallet. to be assigned to residents and staff.

Please note, these credentials are NOT SHAREABLE meaning that each member of the household who wants to access the clubhouse or pool with their phone will need their own credential bought and loaded onto their phones.

Please note, the end user must have their Bluetooth on, open their smart phone wallet and then present it to the card reader.

Please note, the client will be responsible for issuing credentials to each end user.

Rather than a one time fee, this system is a recurring monthly price of \$4.00 per card. This proposal currently includes 50 Mobile Wallet Key Cards included for a monthly price of \$200.00. Additional Mobile Wallet Key Cards can be bought in batches of 10, 25, or 50.

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Page 3 of this proposal includes replacing the elevator access control system.

This proposal also includes a relay to connect the elevator to the access control system.

No access control permitting is anticipated for the elevator portion of this installation. If a permit is needed additional fees will apply.

### Door Locations:

1. Front door
2. Patio door,
3. Yoga room 1
4. Yoga room 2
5. Gym interior 1
6. Gym interior 2
7. Gym exterior
8. Downstairs pool door
9. Level 1 Elevator
10. Level 2 Elevator

**Addition :****\$2,431.94*****Equipment & Services:***

QTY	Description	Location	Unit Price	Ext.Price
3	Access Control Module	With Security Panel	\$160.77	\$482.31
1	Access Pwr Controller Supply 12	With Panel	\$328.80	\$328.80
	24VDC 6A Enclosure			
1	Programming Cable	With panel	\$4.13	\$4.13
1	Arlington 1/2in Snap In Bushing	With panel	\$.22	\$.22
1	Relay Module	With panel	\$46.15	\$46.15
2	12V 12AH Battery	With panel	\$35.38	\$70.76

***Labor:***

QTY	Description	Ext.Price
7	Access Tech Labor	\$1,365.00
.71	Project Mgt.	\$134.57

Equipment Subtotal	\$932.37
Labor Subtotal	\$1,499.57
<b>Addition SubTotal</b>	<b>\$2,431.94</b>

**50% Deposit Required**

## Mobile Wallet Readers :

**\$6,187.21**

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
10	Mobile Wallet Card Reader	Replace all existing card readers with Mobile Wallet compatible options	\$378.55	\$3,785.50

### Labor:

QTY	Description	Ext.Price
10	Access Tech Labor	\$1,950.00
2.39	Project Mgt.	\$451.71

### Monthly Recurring Services:

Description	Ext.Price
Mobile Wallet Keycard (50)	\$200.00

Equipment Subtotal	\$3,785.50
Labor Subtotal	\$2,401.71
<b>Mobile Wallet Readers SubTotal</b>	<b>\$6,187.21</b>
Monthly Recurring Services Subtotal	\$200.00

**50% Deposit Required**



## Other Information

- Additional detection coverage and protective services are available for an additional fee.
- All equipment installed by Security Central is warranted for one year unless extended warranty/maintenance services are purchased. Company provides no warranty of existing equipment.
- Installation of conduit, high-voltage electrical connections, and phone/internet services are EXCLUDED from this proposal unless specifically noted in scope of work.
- Customer must provide unobstructed access to system areas for installation and servicing of devices. Customer must dedicate adequate personnel and equipment resources to ensure that all furniture, merchandise, and equipment are moved away from system device locations. Additional trip charges and labor charges may apply if device areas are not accessible at scheduled time.
- Company will provide one-hour service call to reprogram and test existing system. If the system cannot be completely reprogrammed and tested within that initial time, additional labor charges will apply at current service rates.
- System uses a web-based software platform. Therefore, Customer must supply internet connection with available static I.P. address(es) for system equipment. Customer is responsible for all computer network hardware and programming to enable remote web-based connection to system equipment.
- A fire alarm interface is required when magnetic locks are used. Equipment and labor for such interface is EXCLUDED from this proposal unless Security Central monitors and maintains your fire alarm system. Customer must

contact your fire system servicing company for installation and programming of required fire alarm interface.

- The web-hosted communication software requires a Public Static I.P. address for each access control panel. Customer must furnish the required I.P. addresses. If Customer does not have available Public Static I.P. address, Security Central can provide I.P. Address Hosting service for \$10.00/month per control panel.

# Services Agreement

This Agreement is dated March 4, 2025 between Security Central, Inc. (the "Company" or "we") and you ("you" or the "Customer"). This Agreement covers the system(s) listed on the attached "Proposal" or any existing system(s) the Company takes over from another company (collectively, the "System") and any services set forth in the Proposal and further described below (the "Services") for the following location and any additional locations at which Customer requests and accepts Services from the Company (collectively, the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

## Service Location:

The Lighthouse at Southshore  
 27301 E. Southshore Drive  
 Aurora CO, 80016  
 metropublicsafety@comcast.net

## Billing Location:

Southshore - Aurora Metro District  
 27151 E. Lakeview  
 Aurora CO, 80016

**Proposal No: 27266-1-0**

**Proposal Date: March 4, 2025**

Summary: This Agreement is a legal document and is necessary because we live in a litigious society. But we believe in being simple, open, and honest. Therefore, we would like to provide a brief summary of some of the important issues addressed in the following pages.

1. You are choosing to purchase the security products and services listed below to help reduce and manage, but not eliminate, your risks in a dangerous world. You agree to subscribe to our services for the full initial term of this Agreement; and we have based our pricing on your promise to do so.
2. Your System is one minor part of your total risk management program. Therefore, your expectation of our liability needs to be equally small. You can purchase more security such as armed guards and additional insurance if you feel your situation warrants more protection.
3. Alarm systems are intended to detect damaging events, but they do not prevent the damage from occurring. You pay your insurance company to insure you against losses such as theft, fire, flood, etc. But your insurance company or others may try to sue us for damages or losses at your property. You agree to protect us from them doing so.

## Services Purchased

Systems	
Addition	\$2,431.94
Mobile Wallet Readers	\$6,187.21
<b>Total Investment</b>	<b>\$8,619.15</b>

**50% Deposit Required**

Services	
Addition	\$0.00
Mobile Wallet Readers	\$200.00
<b>Total Monthly Services</b>	<b>\$200.00</b>

Minimum Initial term for Recurring Services 36 months



# Services Details

Subject to the Terms and Conditions herein, the Company will provide the Services as set forth in the Proposal and further described below. The Company will only provide Services that the Customer has requested and paid for in accordance with the fees set forth in the Proposal. Some or all of the Services described below may not apply to your particular Proposal. If you would like any of the Services described below that are not included in your Proposal, please notify us immediately so we may modify your Proposal.

**Installation/Purchase.** The Company agrees to sell the System and the Customer agrees to pay for the System in accordance with the terms of each Proposal. The Company will own the System until the Customer pays for the System in full. After the final payment, all right, title and ownership in the System shall pass to Customer, except for the transmitting software and any radio communication equipment which contain the Company's proprietary data and which the Company will retain ownership in and always own.

The Company agrees to install the System and the Customer agrees to pay the installation charge set forth in each Proposal. The Company assumes no responsibility for any delay in installation.

The Customer must furnish all power, lighting, and communications equipment and infrastructure that is needed for the System to operate properly. The Customer is solely responsible for all power, internet, phone/cellular communications, and/or other utility charges.

If the System includes video cameras and/or audio recording, the Customer agrees to (i) comply with all privacy rights and laws and not permit the System to be used where any person may have a reasonable expectation of privacy or in any unlawful manner; (ii) inform all persons on the Premises that they may be monitored by video/audio equipment; and (iii) use the System exclusively for security and/or management purposes.

The Customer must notify the Company of any hazardous materials or other environmental concerns at the Premises which could affect the Company's work or personal safety of workers and/or occupants.

If the System includes commercial fire alarm equipment, the system design is contingent upon approval by the authority having jurisdiction. Any required changes to the proposed System design will result in a price adjustment. The Customer must provide CAD drawings of the Premises that can be used for fire alarm engineering and permitting purposes. If adequate CAD drawings are not available, additional engineering charges will apply. Independent systems that must be connected to the fire alarm monitoring system, i.e. fire sprinkler systems, HVAC shutdown, etc., and their connections to the fire alarm System are excluded from this Agreement and must be provided by others.

The Customer must notify the Company in writing of any problems with the System installation within 30 days after the installation. See Section 3 for additional details on Limited Warranty. The Customer must pay for any additions or changes to the System beyond those shown on the Proposal.

The amount of the deposit required upon execution of this Agreement is \$4,309.58.

Your total payment for the recurring Services during the initial 36 term of this Agreement is \$7,200.00 (plus any applicable taxes), which is the amount of the monthly services payment multiplied by the number of months in the initial term of this Agreement. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT. There are no prepayment penalties associated with the purchase or lease of the System or Services.



# Terms & Conditions

**1. LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE, GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE THE GREATER OF \$1,000 OR SIX (6) MONTHS OF SERVICE FEES PAID. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION OR YOUR PERSONALLY IDENTIFIABLE INFORMATION (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE). SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, OR EXPENSE, THE LIMITATION OF LIABILITY ABOVE SHALL APPLY. THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING ALTERNATE ALARM COMMUNICATION METHODS.

**2. Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance and waives any rights Customers' insurance company may have to be reimbursed by the Company for money paid to you or on your behalf

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances, fire and smoke damage to the Premises, or other damage. The Company assumes no liability for those risks.

**3. Limited Warranty.**

(a) For 12 months from the date of this Agreement, or as long as Extended Warranty and Repair Services are purchased, the Company warrants that if any part of the System installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in wireless devices or existing System components, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit; it does not include any other third parties. The System and Services included in this Agreement are intended to detect but not prevent damaging events. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the Services. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them as well as any third-party alarm registration or application fees. If the Company notifies the Customer of a malfunction or excessive signals, the Customer will disconnect the System until the Company can repair it. In the event that the Customer is unwilling or unable to disconnect the System to prevent excessive signals from being transmitted to the Company, the Company will have the right to charge the Customer \$1.00 per signal received in excess of 20 signals within a 24-hour period. The Company may also terminate this Agreement with 10 days written notice in the event of excessive signals, alarms, and/or calls.

The Customer will not tamper or interfere with the System, nor permit others to do so. You agree, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees, that the Company can record, retrieve, review, copy, disclose and use all communications, including all telephone, video, wire, oral, electronic and other forms of transmission or communication, with the Customer and/or the Customer's representatives in the normal course of the Company's business. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the System at the Premises. You, for yourself and any other person contacting Company or the monitoring facility or whose communication is received from the System, whether by Company or the monitoring facility (collectively, "Users"), consent to the interception, recording, disclosure and use of the contents of any telephone call, other oral communications or video in connection with the Services. In addition, you shall notify all Users with respect to any such interception, recording, disclosure or use. **YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.**

The Customer will test the System at least once a month, as well as when changes are made to its communication services or the Premises. The Customer will immediately notify the Company of any changes to its phone services, internet services, and/or computer network configuration, or of any problems with the System. The Customer will contact the Company to arrange for periodic inspection and test services if/when such services are required or desired.

The Customer agrees that the Company can make programming data changes to the Customer's System concerning operation of the System.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. Any additional requested equipment and/or services will be provided under the terms of this Agreement except that additional charges will apply. The Customer's obligations continue even if the Customer sells or leaves the Premises.

If the Customer has subscribed to a third-party application (an "App"), the Customer agrees to only use the App according to the terms of the applicable App licensing agreement and/or terms and conditions. The Customer understands that the App is developed and maintained by a third party and the Company does not warrant in any way the operation of the App or any existing or continued compatibility of the App with the Company's System and shall not be liable for any damages incurred by the Customer arising from or related to the App.

As long as the Customer subscribes to the Company's internet-based web services, the Company grants to the Customer a non-exclusive license to use the Company's website portal, subject to the terms and use of the portal, via the internet solely to access, input, and modify the Customer's account information and System data. The Customer is solely responsible for the accuracy and effect of the data that the Customer enters and for any omissions relating thereto. The Company's website portal is provided "AS IS" without any express or implied warranties. The Customer agrees that the Company may terminate the Customer's license and portal access immediately without notice upon termination of this Agreement or if the Company determines that the Customer is using the services improperly, illegally, or in any other manner which is detrimental to the Company and/or its customers and suppliers.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If this Agreement is canceled or otherwise terminated prior to the expiration of the term of this Agreement for any reason, the Customer must pay the Company: (a) all amounts then due; (b) 90% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorneys' fees.

If this Agreement is ended for any reason, the Customer authorizes the Company to suspend all services, ignore all signals received from the System, and/or disconnect/shut-down the System to prevent it from communicating with the Company's equipment. In addition, the Company can peacefully enter the Premises and remove its equipment without any obligation to repair, restore, or redecorate the Premises if the installation and purchase charges have not been fully paid. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price, SaaS payments, or performance under this Agreement. The Customer must return such property if it does not fully pay for it or fails to pay SaaS installments. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

**7. System Charges.** The Customer agrees to pay all charges associated with the System and Services, including the initial payment, recurring services, licenses, taxes, SaaS payments, fines and other assessments, including sales taxes. The Customer authorizes the Company to electronically charge the Customer's bank account, debit card, or credit card account for the periodic service charges due under this Agreement. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

After the initial term of this Agreement as specified in the Services Details, the Company can increase the Company's fees by a cumulative annual amount of up to 8% or the most recent annual CPI for the Denver Metro Area, whichever is greater, in addition to any increases due to taxes or charges.

**8. Contact Information.** You expressly authorize the Company to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with the Company, including, without limitation, communications about your System, this Agreement, the Services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your System or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization by a signed writing mailed return receipt to Security Central, Inc., 67 Inverness Dr. East, Unit B, Englewood, CO 80112.

**9. Transfers.** The Customer cannot transfer this Agreement without the Company's consent. With the Company's consent, the Customer can transfer the agreement to a new service location or to a new property owner. The Company, however, can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

**10. Term.** Following completion of the initial term of this Agreement, the Agreement shall continue on a month-to-month basis as long as Services are being provided to the Customer and Customer continues to pay for those Services. The Customer or the Company may terminate this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

**11. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES THAT IT WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST THE COMPANY OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.**

**12. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins installation or service. This Agreement is governed by Colorado law. Electronic signatures and electronic copies of this Agreement are binding on the parties. The Customer authorizes the Company to convert this Agreement to an electronic format and to destroy all original written documents. The electronic copy shall be legally equivalent to the original.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign. Any changes to this Agreement must be signed by a corporate officer of the Company.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are a part of this Agreement.



# Customer Acceptance #27266-1-0

## Mobile Wallet Keycard



### EFT Payment Authorization

As duly authorized signer on the financial institution account identified below, I authorize Security Central Inc. to perform electronic fund transfer debits and/or credits from my account identified below for payments due now and in the future including, but not limited to, deposits on new work requested, completion of work performed, recurring service fees, repairs, and permits: ☐ Monthly ☐ Quarterly ☐ Annually

Bank Account # / CC # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CSV Code: \_\_\_\_\_ CC Zip Code \_\_\_\_\_

Bank Name and Routing Number (or attach voided check) \_\_\_\_\_



### Monitoring Notification List

For monitoring service customers, please complete the Notification list below. This notification list is the instructions we will follow when we receive an alarm signal from your location. Please provide atleast two contact people with all available contact information and password. Contact us if you need assistance completing the Notification List.

Notification List			
	Name	Hm/Wk/Cell Phone #	Email Password
1.			
2.			
3.			
4.			
5.			

THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS ABOVE RELATING TO ITS PROTECTION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY.

(CONSUMER TRANSACTIONS ONLY) YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT, IF APPLICABLE.

Southshore - Aurora Metro District

SECURITY CENTRAL, INC.

Customer Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Carly Beard

Security Central Representative

Customer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Security Central Inc. Authorized Signature \_\_\_\_\_



www.SecurityCentralInc.com

**We C.A.R.E.**

✉ care@securitycentralinc.com

☎ 303-721-0111 | 303-721-6490 Fax

📍 67 Inverness Drive East, Unit B,  
Englewood, CO, 80112



# Project Proposal

Proposal #: 27265-1-0



Project Title:

Lighthouse Camera Additons



Prepared For:

**Andy**

**Southshore - Aurora Metro District**

27301 E. Southshore Drive

Aurora, CO, 80016

metropublicsafety@comcast.net

(303) 981-4965



Proposal Date:

**March 4, 2025**



Proposal By:

**Carly Beard**

Client Services

carly@securitycentralinc.com

303-389-9166



Security  
Intrusion



Keyless  
Entry



Video  
Surveillance



Monitoring  
Services



Medical  
Emergency



Fire  
Safety



Flood &  
Freeze



# Project Details

## Scope Summary

**This proposal is for the installation of 5 additional cameras listed below and additional security equipment added the upper level gym at the Lakehouse.**

These cameras will be installed throughout the facility's interior and exterior to provide 24/7 recording of numerous areas of concern. This proposal is contingent on conduit and core hole for wiring.

\*Camera AI: Turing cameras connect to cloud-based AI, which analyzes objects in its field of view for facial detection, vehicle and license plate recognition, simple video searching, and custom alerts. This proposal includes three camera subscriptions to AI for the cameras listed below. Additional cameras can be added if the customer desires. Security Central will aid in the initial setup of the camera AI and train the customer to adjust the settings as needed. Future AI adjustments will be subject to the terms of the Remote Video Support services in this proposal.

### **Camera names, locations, and descriptions:**

- **Kitchen - facing liquor cabinet**
- **Downstairs lobby - with AI**
- **Downstairs family changing entry - with AI**
- **Game room Cubbies**
- **Deck cameras - with AI and Audio Light Deterrence Available**

\*Note: Client and Security Central must work together to decide on camera names and descriptions before installation begins.

Remote Viewing: The client will have the ability to remotely view their cameras via smartphone, tablet, and/or computer.

Note: Security Central will require the assistance of the client's IT professional for connectivity, port forwarding, etc.

### **Exclusions:**

\*Conduit and/or wire mold is not included in this proposal unless noted below. If requested and/or required, additional fees will be applied.

\*Scissor/Boom lift not included in this proposal. If required, additional fees will apply.

\*Any drywall repairs, patching, and/or painting that result from the installation of the video surveillance system.

\*The video surveillance system does not include an uninterruptible power supply (UPS) to provide power during a power outage. If desired, one can be purchased for an additional cost, or the customer can provide their own.

**NOTE: Security Central will not be running wires to the lower or main level camera locations. Vandere Electric will supply a separate quote for that work. Once wires are in place, Security Central will install and program all existing cameras**

**Exclusions:**

- \*Conduit and/or wire mold is not included in this proposal unless noted below. If requested and/or required, additional fees will be applied.
- \*Scissor/Boom lift not included in this proposal. If required, additional fees will apply.
- \*Any drywall repairs, patching, and/or painting that result from the installation of the video surveillance system.
- \*The video surveillance system does not include an uninterruptible power supply (UPS) to provide power during a power outage. If desired, one can be purchased for an additional cost, or the customer can provide their own.

## Upper Floor Cameras :

## \$3,736.51

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
1	4k Turret Camera with light and audio deterrence	Upper level deck	\$473.72	\$473.72
1	MVD Wall Mount w/Junction Box	with deck camera	\$52.29	\$52.29
1	Turret Cam, 2.8mm, IR, 8MP	Kitchen camera	\$328.28	\$328.28
1	MED Wall Mount w/Junction Box	with kitchen camera	\$52.29	\$52.29

### Labor:

QTY	Description	Ext.Price
14	Video Tech Labor	\$2,506.00
.53	Project Mgt.	\$105.33

### Chargeable Items:

QTY	Description	Ext.Price
.5	Video I.P. Wire & Misc. Hardware	\$218.60

### Monthly Recurring Services:

Description	Ext.Price
Camera AI Licensing	\$17.00

Equipment Subtotal	\$906.58
Labor Subtotal	\$2,611.33
Chargeable Items	\$218.60
<b>Upper Floor Cameras SubTotal</b>	<b>\$3,736.51</b>
Monthly Recurring Services Subtotal	\$17.00

**50% Deposit Required**

## Bottom Floor Cameras :

**\$5,925.45**

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
3	Turret Cam, 2.8mm, IR, 8MP	Game room cubbies, downstairs lobby, family restroom entry	\$328.28	\$984.84
3	MED Wall Mount w/Junction Box	With each camera	\$52.89	\$158.67

### Labor:

QTY	Description	Ext.Price
24	Video Tech Labor	\$4,296.00
.72	Project Mgt.	\$142.86

### Chargeable Items:

QTY	Description	Ext.Price
.5	Video I.P. Wire & Misc. Hardware	\$343.08

### Monthly Recurring Services:

Description	Ext.Price
Camera AI Licensing	\$34.00

Equipment Subtotal	\$1,143.51
Labor Subtotal	\$4,438.86
Chargeable Items	\$343.08
<b>Bottom Floor Cameras SubTotal</b>	<b>\$5,925.45</b>
Monthly Recurring Services Subtotal	\$34.00

**50% Deposit Required**



## Other Information

- Additional detection coverage and protective services are available for an additional fee.
- All equipment installed by Security Central is warranted for one year unless extended warranty/maintenance services are purchased. Company provides no warranty of existing equipment.
- Installation of conduit, high-voltage electrical connections, and phone/internet services are EXCLUDED from this proposal unless specifically noted in scope of work.
- Customer must provide unobstructed access to system areas for installation and servicing of devices. Customer must dedicate adequate personnel and equipment resources to ensure that all furniture, merchandise, and equipment are moved away from system device locations. Additional trip charges and labor charges may apply if device areas are not accessible at scheduled time.
- Some jurisdictions require alarm user permits for police response. S.C.I. will register Customer location for the

required permit, if applicable, but Customer is responsible for payment of any permit fees.

- Company will provide one-hour service call to reprogram and test existing system. If the system cannot be completely reprogrammed and tested within that initial time, additional labor charges will apply at current service rates.
- Customer is responsible for ensuring adequate lighting is available to maintain desired picture quality, even when light-enhancing video technology is utilized.
- Customer must supply a table, shelf, or computer rack for video recorder/server and power outlets for video system equipment. Power outlets should be connected to an Uninterruptible Power Supply (UPS).
- Customer must supply internet connection with available public static I.P. address(es) for system equipment. Customer is responsible for all computer network hardware and programming to enable remote viewing of video cameras.

# Services Agreement

This Agreement is dated March 4, 2025 between Security Central, Inc. (the "Company" or "we") and you ("you" or the "Customer"). This Agreement covers the system(s) listed on the attached "Proposal" or any existing system(s) the Company takes over from another company (collectively, the "System") and any services set forth in the Proposal and further described below (the "Services") for the following location and any additional locations at which Customer requests and accepts Services from the Company (collectively, the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

## Service Location:

The Lighthouse at Southshore  
 27301 E. Southshore Drive  
 Aurora CO, 80016  
 metropublicsafety@comcast.net

## Billing Location:

Southshore - Aurora Metro District  
 27151 E. Lakeview  
 Aurora CO, 80016

**Proposal No: 27265-1-0**

**Proposal Date: March 4, 2025**

**Summary:** This Agreement is a legal document and is necessary because we live in a litigious society. But we believe in being simple, open, and honest. Therefore, we would like to provide a brief summary of some of the important issues addressed in the following pages.

1. You are choosing to purchase the security products and services listed below to help reduce and manage, but not eliminate, your risks in a dangerous world. You agree to subscribe to our services for the full initial term of this Agreement; and we have based our pricing on your promise to do so.
2. Your System is one minor part of your total risk management program. Therefore, your expectation of our liability needs to be equally small. You can purchase more security such as armed guards and additional insurance if you feel your situation warrants more protection.
3. Alarm systems are intended to detect damaging events, but they do not prevent the damage from occurring. You pay your insurance company to insure you against losses such as theft, fire, flood, etc. But your insurance company or others may try to sue us for damages or losses at your property. You agree to protect us from them doing so.

## Services Purchased

Systems	
Upper Floor Cameras	\$3,736.51
Bottom Floor Cameras	\$5,925.45
<b>Total Investment</b>	<b>\$9,661.96</b>

**50% Deposit Required**

Services	
Upper Floor Cameras	\$17.00
Bottom Floor Cameras	\$34.00
<b>Total Monthly Services</b>	<b>\$51.00</b>

Minimum Initial term for Recurring Services 36 months



# Services Details

Subject to the Terms and Conditions herein, the Company will provide the Services as set forth in the Proposal and further described below. The Company will only provide Services that the Customer has requested and paid for in accordance with the fees set forth in the Proposal. Some or all of the Services described below may not apply to your particular Proposal. If you would like any of the Services described below that are not included in your Proposal, please notify us immediately so we may modify your Proposal.

**Installation/Purchase.** The Company agrees to sell the System and the Customer agrees to pay for the System in accordance with the terms of each Proposal. The Company will own the System until the Customer pays for the System in full. After the final payment, all right, title and ownership in the System shall pass to Customer, except for the transmitting software and any radio communication equipment which contain the Company's proprietary data and which the Company will retain ownership in and always own.

The Company agrees to install the System and the Customer agrees to pay the installation charge set forth in each Proposal. The Company assumes no responsibility for any delay in installation.

The Customer must furnish all power, lighting, and communications equipment and infrastructure that is needed for the System to operate properly. The Customer is solely responsible for all power, internet, phone/cellular communications, and/or other utility charges.

If the System includes video cameras and/or audio recording, the Customer agrees to (i) comply with all privacy rights and laws and not permit the System to be used where any person may have a reasonable expectation of privacy or in any unlawful manner; (ii) inform all persons on the Premises that they may be monitored by video/audio equipment; and (iii) use the System exclusively for security and/or management purposes.

The Customer must notify the Company of any hazardous materials or other environmental concerns at the Premises which could affect the Company's work or personal safety of workers and/or occupants.

If the System includes commercial fire alarm equipment, the system design is contingent upon approval by the authority having jurisdiction. Any required changes to the proposed System design will result in a price adjustment. The Customer must provide CAD drawings of the Premises that can be used for fire alarm engineering and permitting purposes. If adequate CAD drawings are not available, additional engineering charges will apply. Independent systems that must be connected to the fire alarm monitoring system, i.e. fire sprinkler systems, HVAC shutdown, etc., and their connections to the fire alarm System are excluded from this Agreement and must be provided by others.

The Customer must notify the Company in writing of any problems with the System installation within 30 days after the installation. See Section 3 for additional details on Limited Warranty. The Customer must pay for any additions or changes to the System beyond those shown on the Proposal.

The amount of the deposit required upon execution of this Agreement is \$4,830.98.

Your total payment for the recurring Services during the initial 36 term of this Agreement is \$1,836.00 (plus any applicable taxes), which is the amount of the monthly services payment multiplied by the number of months in the initial term of this Agreement. **THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.** There are no prepayment penalties associated with the purchase or lease of the System or Services.

**Alarm Monitoring.** The Company agrees to monitor valid signals from the System for an **initial term of 36 months** from the date of activation of Services. The Customer agrees to pay the Company all fees due during that initial term. After the initial term, the monitoring services will automatically renew for successive annual terms and the customer can cancel the agreement at any time without penalty. After the initial term, the Customer can cancel their monthly services by emailing or calling the Company.

Once the Company receives an alarm signal, the Company will try to notify, via telephone or other electronic means, the person(s) and/or agency(s) identified on the Customer's Notification List. However, the Company will not notify anyone if it reasonably believes that notification is not required.

The Customer agrees to give the Company a completed Notification List and to update it as necessary. The Company is entitled to rely solely on the Customer's Notification List. The Company is not responsible for trying to contact anyone else.

The Customer understands that the System requires a communication medium to transmit any signals to the Company's monitoring facility. The Customer must purchase and maintain the communication medium(s) that the Customer desires the System to use, i.e. analog telephone line, cellular, radio, or internet communication. The Customer is responsible for maintaining all related communications equipment and power for that equipment. The Customer understands that the System requires a communication medium to transmit signals to the Company's monitoring center, the Customer, and/or other designated contacts. No communication medium is infallible, and occasional interruptions in communication and monitoring may occur. Therefore, the Customer can purchase redundant mediums of communication if desired.

The Customer understands that the System is a non-supervised reporting device and no form of monitoring is error-free. If the transmission medium for delivery of alarm signals, video images, voice, or other communications from your System to the Company's monitoring facility is incompatible with the System or is inoperative, circumvented, compromised, or interrupted in any way, there is no indication of this fact at the monitoring facility. The Customer also understands that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty communication services or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues. If the Customer requests, however, the Company will give the Customer a pro-rata refund if the interruption lasts more than 24 hours and is due to any damage or destruction to the Company's equipment or facilities. The Customer understands: (i) how the System communicates with the monitoring facility; (ii) that any change in the System's communication equipment and/or service may disrupt these communications; and (iii) that for an additional fee, Customer may obtain further protection for the Premises, including alternate and redundant communication services.

If the Customer elects to receive electronic notification of signals and/or events via email, text message, app push notification, or other electronic means, the Customer understands and acknowledges that such electronic communication is subject to delay or complete failure due to factors outside the control of the Company. The Company may not know whether the notice was delivered successfully to the Customer. The Customer releases the Company from any liability resulting from the delay, malfunction, or failure of any such notice.

The Customer understands that some local municipalities require licenses or permits for the use and/or monitoring of Systems and that the Customer is solely responsible for determining and complying with such requirements. The Customer shall notify the Company of any local municipal requirements or changes that may affect the Company's performance of services.

The Customer understands that (i) many law enforcement and fire response jurisdictions ("First Responders") have specific requirements that must be satisfied before their personnel will respond to an alarm such as having a valid permit on file, making multiple attempts to contact Customer

representatives, and/or verifying the validity of the alarm by private investigation or other electronic means; (ii) First Responders may not respond to your Premises after notice to First Responders of receipt of an alarm signal by Company unless there is independent confirmation of a crime or emergency at your Premises; (iii) if necessary, Customer is solely responsible for engaging a professional service or personal representatives to provide additional on-site verification of alarms at your Premises; (iv) all expenses related to on-site verification shall be borne by the Customer; (v) Company will make whatever efforts it feels is appropriate to verify the validity of an alarm prior to notifying First Responders such as calling, emailing, or text messaging the contacts on the Customer Notification List prior to notifying First Responders of a burglary alarm; (vi) unless required by law, Company will not notify First Responders of any alarm signal if Company receives an electronic or verbal cancel/abort code, verbal advice to disregard the alarm signal by any of your representatives on the Customer Notification List, or video images that indicate no obvious criminal activity occurring at the Premises; and (vi) Company's efforts to notify First Responders or Customer Notification List shall be satisfied by advice electronically or by telephone to any person answering the phone at the provided numbers or by leaving a message on an automated message recording device.

The Customer acknowledges and agrees that all signals, video images, audio and voice communications, information and documentation related to the monitoring services are the sole and exclusive property of the Company and Company has the right to use, delete, erase, destroy, etc. said records at any time without notice to the Customer. Upon receipt of written request by Customer to retain any specific monitoring records prior to destruction of said records, Company will use commercially reasonable efforts to store the specific records as requested on the condition that Customer pays all fees, costs, and expenses related to the request.

While the Customer subscribes to the Company's Monitoring Services, the Company will also provide remote technical support via phone, email or other communication technology supported by the Company to assist Customer in use, administration, and troubleshooting of the security system. Remote system support services are limited to 15 minutes per month per system and excludes troubleshooting Customer's internet network. Any support issues requiring more than 15 minutes of remote technical assistance will be billed at the Company's then-current service rates.



# Terms & Conditions

**1. LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE, GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE THE GREATER OF \$1,000 OR SIX (6) MONTHS OF SERVICE FEES PAID. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION OR YOUR PERSONALLY IDENTIFIABLE INFORMATION (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE). SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, OR EXPENSE, THE LIMITATION OF LIABILITY ABOVE SHALL APPLY. THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING ALTERNATE ALARM COMMUNICATION METHODS.

**2. Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance and waives any rights Customers' insurance company may have to be reimbursed by the Company for money paid to you or on your behalf

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances, fire and smoke damage to the Premises, or other damage. The Company assumes no liability for those risks.

## **3. Limited Warranty.**

(a) For 12 months from the date of this Agreement, or as long as Extended Warranty and Repair Services are purchased, the Company warrants that if any part of the System installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in wireless devices or existing System components, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit; it does not include any other third parties. The System and Services included in this Agreement are intended to detect but not prevent damaging events. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the Services. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them as well as any third-party alarm registration or application fees. If the Company notifies the Customer of a malfunction or excessive signals, the Customer will disconnect the System until the Company can repair it. In the event that the Customer is unwilling or unable to disconnect the System to prevent excessive signals from being transmitted to the Company, the Company will have the right to charge the Customer \$1.00 per signal received in excess of 20 signals within a 24-hour period. The Company may also terminate this Agreement with 10 days written notice in the event of excessive signals, alarms, and/or calls.

The Customer will not tamper or interfere with the System, nor permit others to do so. You agree, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees, that the Company can record, retrieve, review, copy, disclose and use all communications, including all telephone, video, wire, oral, electronic and other forms of transmission or communication, with the Customer and/or the Customer's representatives in the normal course of the Company's business. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the System at the Premises. You, for yourself and any other person contacting Company or the monitoring facility or whose communication is received from the System, whether by Company or the monitoring facility (collectively, "Users"), consent to the interception, recording, disclosure and use of the contents of any telephone call, other oral communications or video in connection with the Services. In addition, you shall notify all Users with respect to any such interception, recording, disclosure or use. **YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.**

The Customer will test the System at least once a month, as well as when changes are made to its communication services or the Premises. The Customer will immediately notify the Company of any changes to its phone services, internet services, and/or computer network configuration, or of any problems with the System. The Customer will contact the Company to arrange for periodic inspection and test services if/when such services are required or desired.

The Customer agrees that the Company can make programming data changes to the Customer's System concerning operation of the System.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. Any additional requested equipment and/or services will be provided under the terms of this Agreement except that additional charges will apply. The Customer's obligations continue even if the Customer sells or leaves the Premises.

If the Customer has subscribed to a third-party application (an "App"), the Customer agrees to only use the App according to the terms of the applicable App licensing agreement and/or terms and conditions. The Customer understands that the App is developed and maintained by a third party and the Company does not warrant in any way the operation of the App or any existing or continued compatibility of the App with the Company's System and shall not be liable for any damages incurred by the Customer arising from or related to the App.

As long as the Customer subscribes to the Company's internet-based web services, the Company grants to the Customer a non-exclusive license to use the Company's website portal, subject to the terms and use of the portal, via the internet solely to access, input, and modify the Customer's account information and System data. The Customer is solely responsible for the accuracy and effect of the data that the Customer enters and for any omissions relating thereto. The Company's website portal is provided "AS IS" without any express or implied warranties. The Customer agrees that the Company may terminate the Customer's license and portal access immediately without notice upon termination of this Agreement or if the Company determines that the Customer is using the services improperly, illegally, or in any other manner which is detrimental to the Company and/or its customers and suppliers.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If this Agreement is canceled or otherwise terminated prior to the expiration of the term of this Agreement for any reason, the Customer must pay the Company: (a) all amounts then due; (b) 90% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorneys' fees.

If this Agreement is ended for any reason, the Customer authorizes the Company to suspend all services, ignore all signals received from the System, and/or disconnect/shut-down the System to prevent it from communicating with the Company's equipment. In addition, the Company can peacefully enter the Premises and remove its equipment without any obligation to repair, restore, or redecorate the Premises if the installation and purchase charges have not been fully paid. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price, SaaS payments, or performance under this Agreement. The Customer must return such property if it does not fully pay for it or fails to pay SaaS installments. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

**7. System Charges.** The Customer agrees to pay all charges associated with the System and Services, including the initial payment, recurring services, licenses, taxes, SaaS payments, fines and other assessments, including sales taxes. The Customer authorizes the Company to electronically charge the Customer's bank account, debit card, or credit card account for the periodic service charges due under this Agreement. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

After the initial term of this Agreement as specified in the Services Details, the Company can increase the Company's fees by a cumulative annual amount of up to 8% or the most recent annual CPI for the Denver Metro Area, whichever is greater, in addition to any increases due to taxes or charges.

**8. Contact Information.** You expressly authorize the Company to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with the Company, including, without limitation, communications about your System, this Agreement, the Services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your System or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization by a signed writing mailed return receipt to Security Central, Inc., 67 Inverness Dr. East, Unit B, Englewood, CO 80112.

**9. Transfers.** The Customer cannot transfer this Agreement without the Company's consent. With the Company's consent, the Customer can transfer the agreement to a new service location or to a new property owner. The Company, however, can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

**10. Term.** Following completion of the initial term of this Agreement, the Agreement shall continue on a month-to-month basis as long as Services are being provided to the Customer and Customer continues to pay for those Services. The Customer or the Company may terminate this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

**11. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES THAT IT WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST THE COMPANY OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.**

**12. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins installation or service. This Agreement is governed by Colorado law. Electronic signatures and electronic copies of this Agreement are binding on the parties. The Customer authorizes the Company to convert this Agreement to an electronic format and to destroy all original written documents. The electronic copy shall be legally equivalent to the original.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign. Any changes to this Agreement must be signed by a corporate officer of the Company.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are a part of this Agreement.



# Customer Acceptance #27265-1-0

## Lighthouse Camera Additons



### EFT Payment Authorization

As duly authorized signer on the financial institution account identified below, I authorize Security Central Inc. to perform electronic fund transfer debits and/or credits from my account identified below for payments due now and in the future including, but not limited to, deposits on new work requested, completion of work performed, recurring service fees, repairs, and permits: ☐ Monthly ☐ Quarterly ☐ Annually

Bank Account # / CC # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CSV Code: \_\_\_\_\_ CC Zip Code \_\_\_\_\_

Bank Name and Routing Number (or attach voided check) \_\_\_\_\_



### Monitoring Notification List

For monitoring service customers, please complete the Notification list below. This notification list is the instructions we will follow when we receive an alarm signal from your location. Please provide atleast two contact people with all available contact information and password. Contact us if you need assistance completing the Notification List.

Notification List			
	Name	Hm/Wk/Cell Phone #	Email Password
1.			
2.			
3.			
4.			
5.			

THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS ABOVE RELATING TO ITS PROTECTION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY.

(CONSUMER TRANSACTIONS ONLY) YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT, IF APPLICABLE.

Southshore - Aurora Metro District

SECURITY CENTRAL, INC.

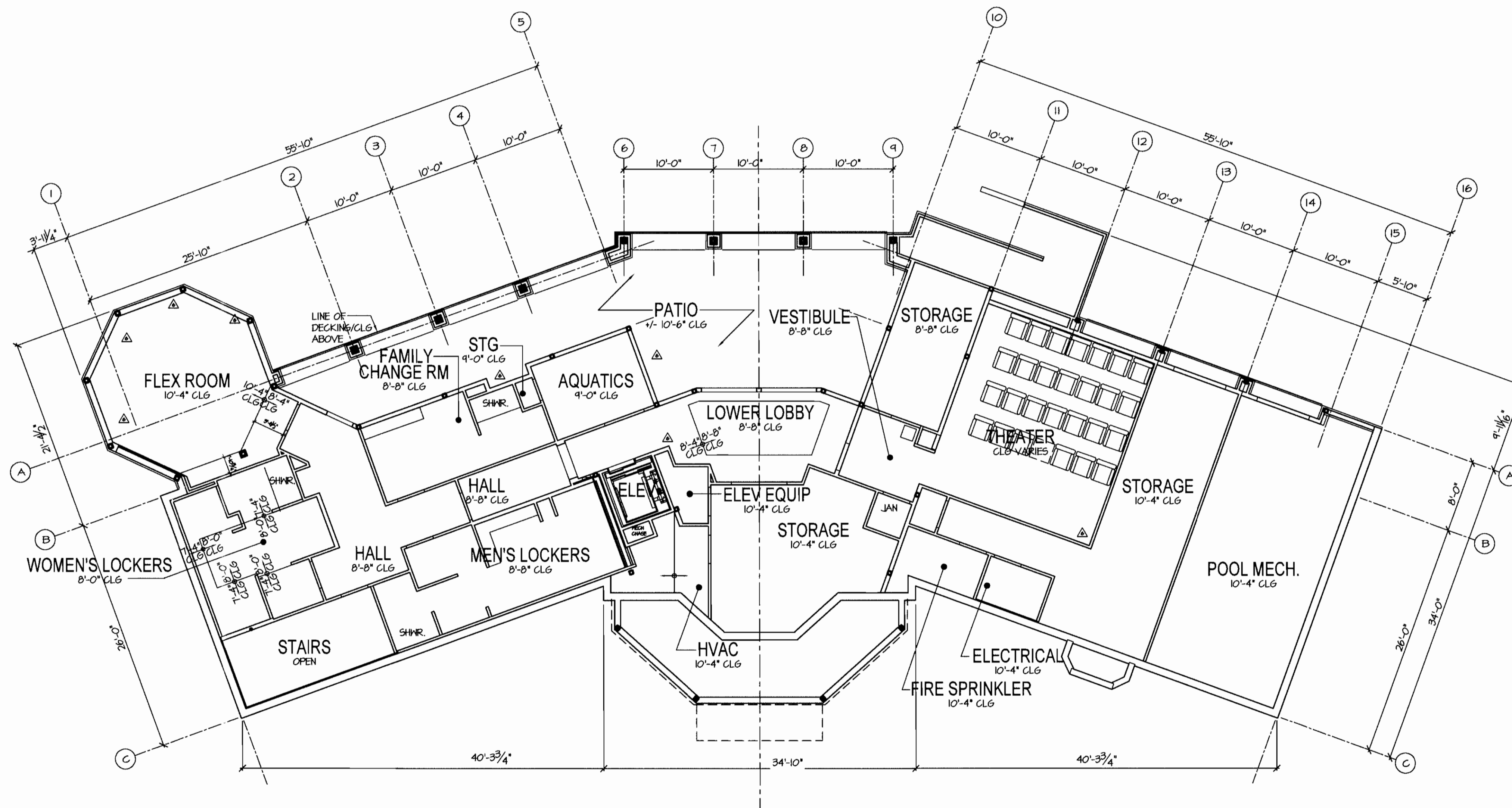
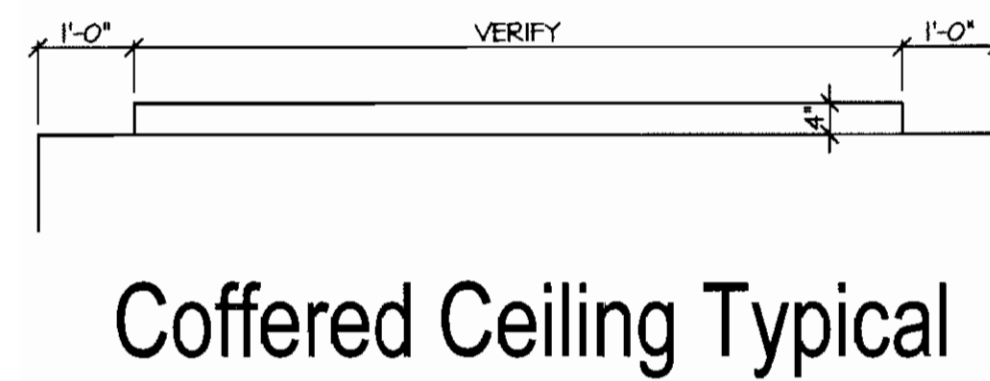
Customer Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Carly Beard

Security Central Representative

Customer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Security Central Inc. Authorized Signature \_\_\_\_\_



Only highlighted or clouded revisions are approved on this review. All previous comments apply.

## 1 Reflected Ceiling Plan - Basement Level

00-167937

CITY OF AUBURN  
BUILDING DIVISION  
APPROVED AS NOTED  
1987

ISSUE DATE 1986-1991	CONST. DOCUMENTS - 10/27/05
	A1.9 & A1.10 REVISION - 12/08/05
	△ CONST. DOCUMENTS - 02/01/06
	△ CONST. DOCUMENTS - 03/23/06
	△ CONST. DOCUMENTS - 05/31/06
	△ REVIEW COMMENTS - 06/27/06
	△ ELEV DIM. REV - 8/01/06
	△ CONST. REVS - 11/28/06



# Southshore Lakehouse

**Bloodgood Sharp Buster**

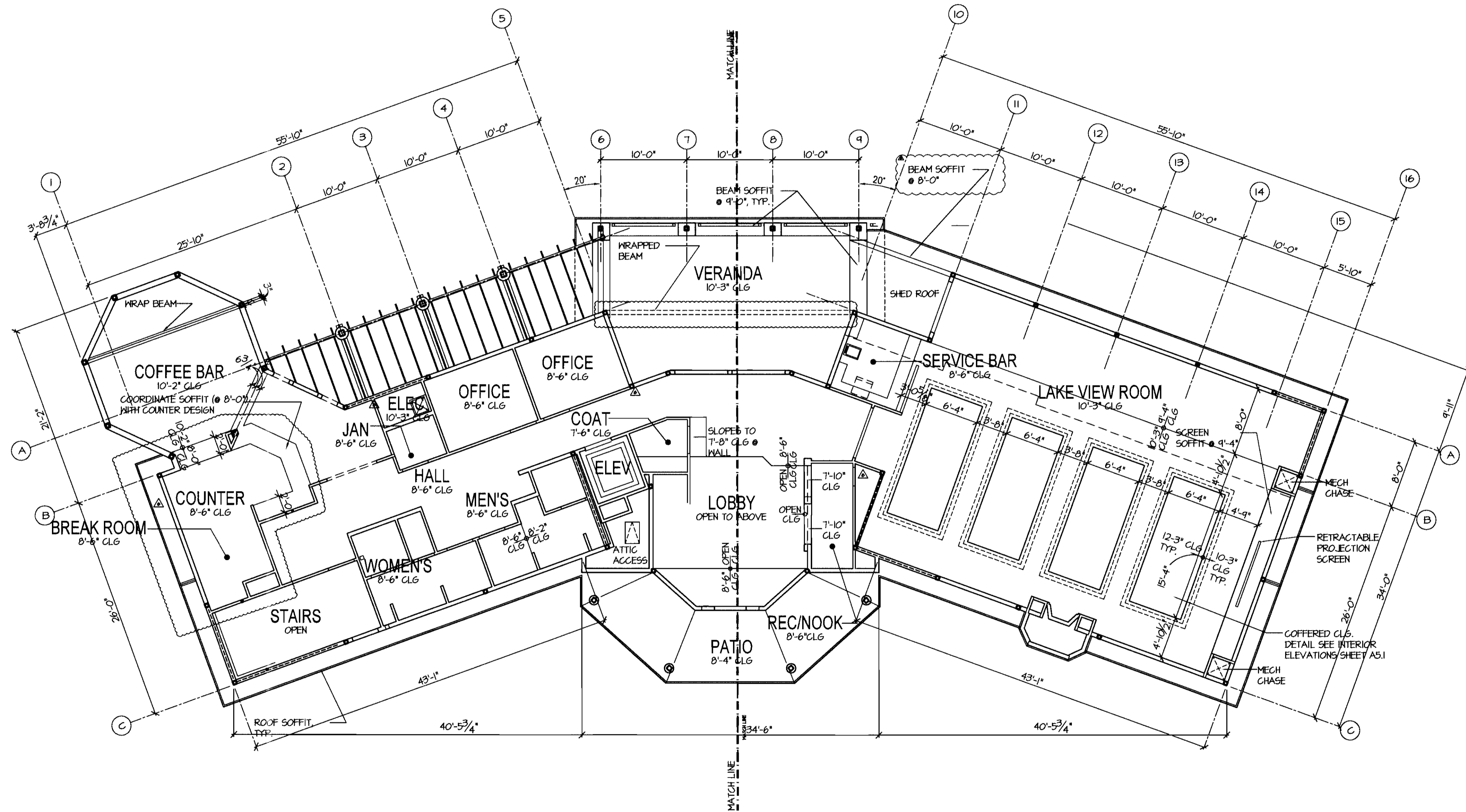
Architects and Planners, Inc.

1680 17th Street Suite 310  
 Denver, CO 80202  
 Phone: 303-534-6000

Office Locations:  
 Des Moines ■ Tampa ■ Sacramento ■ Chicago ■ Phoenix ■ Dallas ■ Costa Mesa ■ Jacksonville ■ Orlando ■ Boston ■ Chicago Loop ■ Denver

[www.bsbdesign.com](http://www.bsbdesign.com)

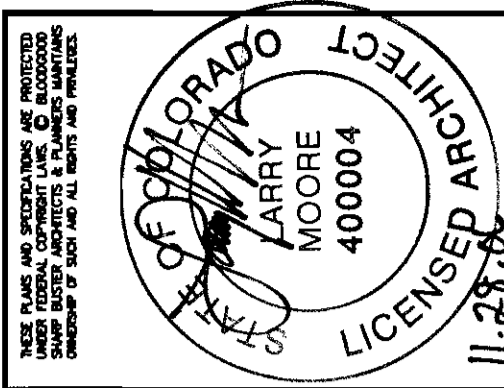
JOB NO. PROJ. MGR. DRAWN BY CHECKED BY	35220.00 CM CHMM MK
<b>LAKEHOUSE</b>	
SHEET TITLE BASEMENT LEVEL REFLECTED CEILING PLAN	SHEET <b>A6.1</b>



**1 Reflected Ceiling Plan - Main Level**  
SCALE: 1/8" = 1'-0"

Only highlighted or clouded  
revisions are approved on this  
review. All previous comments  
apply.

08-18-2011  
CITY OF AURORA  
BUILDING DIVISION  
APPROVAL AS NOTED  
DATE: 8/18/2011



DATE	11-27-06
CONSTR. DOCUMENTS	- 10/27/05
ALB & A1.0 REVISION	- 12/08/05
CONSTR. DOCUMENTS	- 02/07/06
CONSTR. DOCUMENTS	- 03/23/06
CONSTR. DOCUMENTS	- 05/31/06
REVIEW COMMENTS	- 06/27/06
ELEV DIM REV	- 8/07/06
CONSTR. REV	- 11/29/06



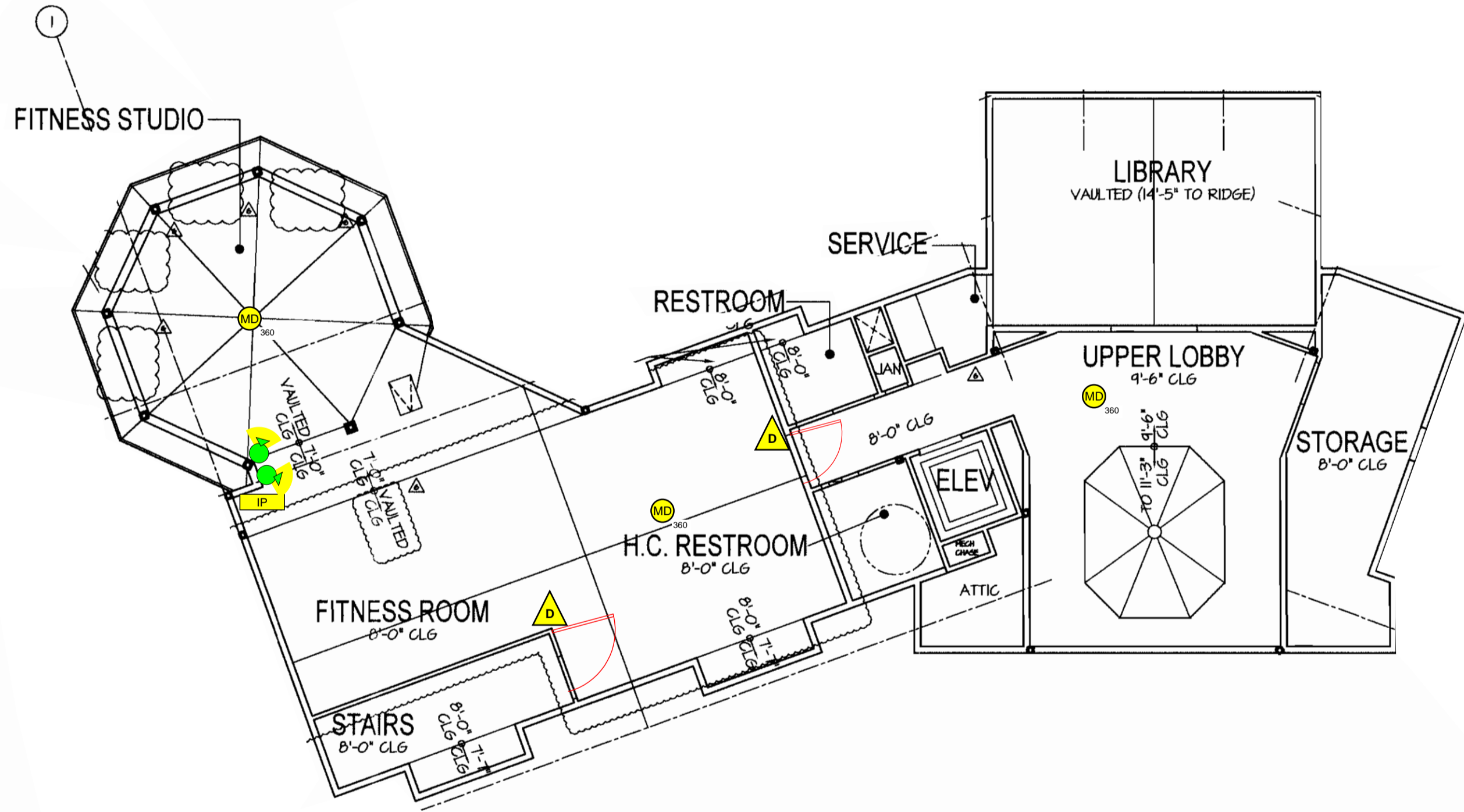
# Southshore Lakehouse

Office Locations:  
Des Moines • Tampa • Sacramento • Chicago • Phoenix • Dallas • Costa Mesa • Jacksonville • Orlando • Boston • Chicago Loop • Denver

Architects and Planners, Inc.  
**Bloodgood Sharp Buster**

www.bsdesign.com

JOB NO.	35220.00
PROJ. WDR.	CH
DRAWN BY	CHW
CHECKED BY	HC
<b>LAKEHOUSE</b>	
SHEET TITLE	SHEET
MAIN LEVEL REFLECTED CEILING PLAN	<b>A6.2</b>

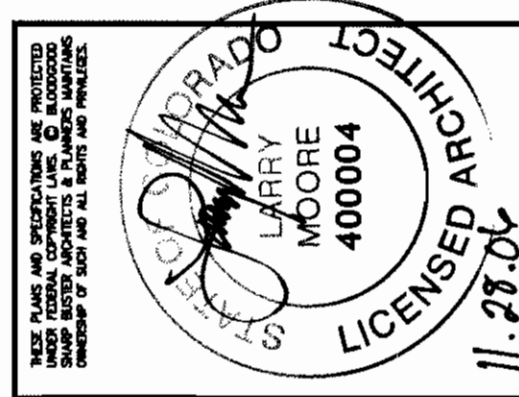


Only highlighted or clouded  
revisions are approved on this  
review. All previous comments  
apply.


**1** Reflected Ceiling Plan - Upper Level  
SCALE: 1/8" = 1'-0"

08-13-2007

CITY OF AURORA  
BUILDING DIVISION  
APPROVED AS NOTED  
DATE: 08-13-2007



CONST. DOCUMENTS - 10/27/05
A1.9 & A1.10 REVISION - 12/08/05
CONST. DOCUMENTS - 02/20/06
CONST. DOCUMENTS - 03/23/06
CONST. DOCUMENTS - 05/23/06
REVIEW COMMENTS - 06/27/06
ELEV DIM REV - 09/07/06
CONST. REV - 11/28/06



# Southshore Lakehouse

Architects and Planners, Inc.  
**Bloodgood Sharp Buster**

www.bsdesign.com

1680 17th Street Suite 310  
Denver, CO 80202  
Phone: 303-534-6000

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JOB NO. 30220.00	
PROJ. MGR. CH	
DRAWN BY CHMM	
CHECKED BY MC	
<b>LAKEHOUSE</b>	
SHEET TITLE UPPER LEVEL REFLECTED CEILING PLAN	SHEET <b>A6.3</b>



# REQUEST FOR PROPOSAL

March 3, 2025

BIDDING AND CONSTRUCTION OVERSIGHT SERVICES  
FOR THE 2025 SOUTHSORE DRAINAGE FACILITY MAINTENANCE  
PROGRAM

PREPARED BY



CIVIL ENGINEERING & PLANNING · CONSTRUCTION SERVICES  
LANDSCAPE ARCHITECTURE · SURVEYING · TRANSPORTATION · WATER RESOURCES

SERVICE ♦ EXPERTISE ♦ QUALITY

March 3, 2025

**Southshore Metropolitan District**  
c/o Cockrel Ela Glesne Greher & Ruhland, P.D.  
44 Cook Street, Suite 620  
Denver, CO 80206



**RE: Bidding and Contractor Oversight Services for the 2025 Southshore District Drainage Facility Maintenance Program**

Dear Board of Directors:

On behalf of **JR ENGINEERING, LLC (JR)**, I would like to thank you for this opportunity to assist the **Southshore Metropolitan District** with the Bidding and Construction Oversight Services for the 2025 Southshore Drainage Facility Maintenance Program. Our team has immediate availability to meet your project goals and has similar experience in providing similar services for private and public clients in the Denver Metropolitan area.

Mr. Tim Graf will provide the bidding support, observation, and inspection services during the maintenance of the drainage facilities. Mr. Graf has 5 years of experience in the administration, observation, and inspection of infrastructure projects for numerous private and public clients located in the Denver Metropolitan area. Mr. Graf will be the primary point of contact during the maintenance phase of the project and will conduct all progress meetings, provide observations and inspections, and coordinate all pay applications.

I will serve as Project Manager and will ensure that you are provided with the staff and resources necessary to complete the project within budget and on schedule.

Enclosed is a work plan outlining our project approach/scope of services, and the fees to provide the scope of services.

We look forward to providing our services to the District and discussing the scope of work presented in this proposal. If additional information or clarification is needed to support our proposal, please do not hesitate to contact me at (630) 687-0945.

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink, appearing to read 'Ryan Garringer', followed by a horizontal line.

Ryan Garringer, PE  
Construction Group Manager  
Ph: (630) 687-0945  
Email: [rgarringer@jrengineering.com](mailto:rgarringer@jrengineering.com)

## PROJECT UNDERSTANDING

Based on our understanding, the Southshore Metropolitan District is required to maintain the drainage facilities constructed within the Southshore Community. The project maintenance consists of 3 water quality/detention ponds, 2 retention ponds, and 3 drainage channels. The maintenance items include weed control, insect control, sediment removal, trash removal, and structure cleanout.

With this understanding of the scope of work, JR will assist the Southshore Metropolitan District with selecting a contractor and confirming that the required maintenance is completed by the contractor in accordance the maintenance plans established for the drainage facilities. With this understanding of the project, we have prepared the following scope of services:

## SCOPE OF SERVICES

**Bidding Services:** JR personnel will prepare a bid package for the Southshore 2025 Drainage Facility Maintenance Program. JR will perform the following tasks during the bid phase:

- Prepare Bid Documents including bid schedule, and instructions to bidders;
- Coordinate and upload bid documents on JR's FTP site;
- Attend and conduct a Pre-Bid Meeting;
- Answer bidder questions, provide clarifications, and prepare addendum(s) as needed;
- Review received bids and prepare a computerized bid tab of all bids received; and
- Prepare a written board recommendation and evaluation of the bids received.

**Pre-Maintenance Meeting:** JR personnel will conduct a pre-maintenance meeting with the Contractor for this project. JR will prepare an agenda for the conference, and record, prepare, and distribute meeting minutes. The pre-construction conference shall include a discussion of the following:

- Clarification of any items in the plans or specifications;
- Exchange names and phone numbers of contact personnel;
- Request and review the construction schedule provided by the Contractor;
- Request and review all work safety and construction traffic control plans;
- Establish with the contractor the process and dates for submitting payment requests;
- Establish a process for requesting information and responding to such requests;
- Any other special construction conditions will be clarified; and

- JR will ensure that all permits, safety plans, easements, or other required information are in place prior to construction.

**Respond to RFIs:** JR will coordinate with applicable parties (owners, utilities, designers) and prepare a written response to the Contractor's Request for Information. We will also keep and maintain a submittal, RFI, and safety log for the project.

**Pay Request Review:** JR will review and approve pay requests forwarded from the Contractor. JR will forward the application for payment to the *Client*. JR's review will be to provide a general review of the payment request. JR will also review and verify the quantities of work performed during the pay request period. We have assumed that we will have two (2) separate pay requests from the contractor.

**Change Order Request Review:** JR will provide documentation and administer the processing of change orders, including applications for extension of construction time. JR will evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the *Client*.

**Construction Observation and Inspection:** JR will visit the project at appropriate intervals to observe the progress of the maintenance work and field check for general conformance to the maintenance plans.

**Final Inspection Report:** JR will prepare a final inspection report for all drainage facilities and submit it to the Client and City of Aurora prior to December 31<sup>st</sup>, 2025.

COST OF SERVICES SUMMARY

The following are the summarized costs of Bidding and Construction Oversight Services. A Fee Schedule & Resource Allocation chart has been included that provides more detail of the man-hour breakdown for each individual task. An estimate has been provided for “Reimbursable Expenses” below. The items associated with “Reimbursable Expenses” are outlined within the “Assumptions” section. The project will be billed as a Fixed-Fee for all tasks as outlined below.

JR Engineering Services Cost:

Task 100 – Bidding Services	\$2,990.00
Task 200 – Construction Oversight	\$13,730.00
Task 300 – Final Inspection Report	\$4,510.00
Task 400 – Reimbursable Expenses Estimate	\$600.00
Total Cost	<u>\$21,830.00</u>

ASSUMPTIONS AND ADDITIONAL SERVICES

The following are additional fees, if necessary:

Reimbursable Expenses:

The above fee includes an estimated budget for Reimbursable Expenses, which includes final payment advertisement, reproduction of plans, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis.

Review and Application Fees:

JR has not included costs for applications and review fees for the City, County, State, U.S. Army Corp of Engineers, FEMA, Urban Drainage, U.S. Fish and Wildlife, Colorado Department of Health, Office of the State Engineer, or other agencies.

Construction Oversight, Administration, and Observation Assumptions:

1. By performing the scope of services, JR shall not have the authority or responsibility to supervise, direct, or control the Contractor’s work or the Contractor’s means, methods, techniques, sequences, or procedures of construction. JR shall not have authority or responsibility for safety precautions and programs incident to the Contractor’s work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. JR shall have the authority or responsibility to reject and/or accept Contractor’s workmanship and materials.

**Fee Schedule & Resource Allocation****SOUTHSHORE METROPOLITAN DISTRICT NO. 2****BIDDING AND CONSTRUCTION OVERSIGHT FOR SOUTHSHORE DRAINAGE FACILITY MAINTENANCE**

TASKS	WORK ITEM	JR Engineering			Sub-Consultant	Direct Expense	Totals
		Project Manager	Project Construction Engineer	Construction Engineer			
		\$200	\$155	\$140	L.S.	L.S.	
<b>100</b>	<b><u>Bidding Services</u></b>						
110	Prepare Bid Documents		4.0	1.0			\$760
130	Answer Bidder Questions and issue Addendum's		2.0				\$310
140	Prepare bid tabulation		4.0				\$620
150	Prepare Board Communication with evaluation and recommendation for award	2.0	4.0	2.0			\$1,300
	<b>Subtotal</b>						<b>\$2,990</b>
<b>200</b>	<b><u>Construction Oversight</u></b>						
210	Attend/Conduct Pre-Maintenance Meeting		4.0	2.0			\$900
220	Respond to RFI's		8.0	2.0			\$1,520
230	Review, Process, and Approve Pay Requests (Assumed 2 pay applications)		6.0	2.0			\$1,210
240	Change Order Request Review		4.0				\$620
250	Construction Observation, Inspection, and Coordination with Contractor and City (Assumed 7 hrs. per Week for 2 - 4 Week maintenance periods)	4.0	56.0				\$9,480
	<b>Subtotal</b>						<b>\$13,730</b>
<b>300</b>	<b><u>Final Inspection Report</u></b>						
310	Perform Field Inspection of all Drainage Facilities in November/December		12.0				\$1,860
320	Prepare Report with a summary of findings and corrections for 2024 maintenance program	2.0	10.0	5.0			\$2,650
	<b>Subtotal</b>						<b>\$4,510</b>
<b>400</b>	<b><u>Reimbursable Fees Estimate</u></b>						
401	Advertisement for Final Release of Payment					\$500	\$500
402	Reproduction					\$50	\$50
403	Delivery Expenses					\$50	\$50
	<b>Subtotal</b>						<b>\$600</b>
	<b>Total</b>	<b>8</b>	<b>114</b>	<b>14</b>		<b>\$600</b>	<b>\$21,830</b>

**SOUTHSHORE METROPOLITAN DISTRICT**  
**BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA
3/03/2025	Award of Maintenance and Administrative Oversight associated with Southshore Metropolitan District 2025 Drainage Facility Maintenance	

**INITIATED BY**

Aaron Clutter

**STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS**

Board should consider the following:

1. Award a maintenance contract to the lowest responsive bidder to maintain the following improvements:
  - **Southshore 2025 Drainage Facility Maintenance** - routine maintenance of nine (9) stormwater facilities to include trash & debris removal, weed control, and minor repair work.

Attached to this board communication is a separate Evaluation of Bids prepared by JR Engineering; JR Engineering recommends awarding the contract to **Consolidated Divisions, Inc. dba CDI**.

2. Enter into a consultant agreement with **JR Engineering** for construction administration, oversight, and inspection. A detailed scope and fees are attached to this board communication for review and consideration.

## BACKGROUND INFORMATION

The Drainage Facility Maintenance will provide the necessary cleaning and maintenance of select District ponds and channels. These facilities were inspected by JR Engineering in December 2024 to determine specific maintenance needs. This project was bid in January of 2025.

### **SOUTHSHORE METROPOLITAN DISTRICT NO. 2**

AURORA, CO 80016

#### **2024 STORMWATER FACILITIES EXHIBIT**



## FINANCIAL DETAILS

Directly below are the financial details for awarding the contract and entering into consultant agreements associated with this board communication:

### **Maintenance Costs:**

Maintenance Contract to CDI -	\$79,615.00
10% Contingency -	<u>\$7,962.00</u>
<b>Maintenance Subtotal:</b>	<b>\$87,577.00</b>

### **Maintenance Bidding and Oversight Costs:**

Bidding Services –	\$2,990.00
Contractor Oversight -	\$13,730.00
Final Inspection Report -	\$4,510.00
Reimbursable Expenses -	<u>\$600.00</u>
<b>Construction Bidding and Assistance Subtotal:</b>	<b>\$21,830.00</b>

**Total Funding Budget - \$109,407.00**



March 3, 2025

Board of Directors  
**Southshore Metropolitan District**  
c/o Cockrel Ela Glesne Greher & Ruhland, P.D.  
44 Cook Street, Suite 620  
Denver, CO 80206

**RE: Recommendation/Evaluation of Bids for 2025 Drainage Facility Maintenance**

Dear Board of Directors:

This letter is a Recommendation and Evaluation of Bids received in February 2025 for the Southshore Metropolitan District for 2025 Drainage Facility Maintenance. JR Engineering performed a complete evaluation of the Contractor's bid form pricing and have provided a recommendation based on lowest responsive Bidder.

The project consists of annual 2025 Drainage Facility Maintenance for nine (9) Southshore Metropolitan District water quality/detention ponds and drainage channels. Specific items include debris & trash removal, weed control, and minor repair work to ensure all systems are functioning as intended.

JR Engineering received two bids for the Southshore Metro District 2025 Drainage Facility Maintenance. The Contractor and their respective bid is as follows:

CONTRACTOR	TOTAL BID
Clearwater Property & Resource Mgmt.	\$94,125.00
Consolidated Divisions, Inc.	\$79,615.00

**1. Bid Price**

Based on the information provided within the bid documents an evaluation was done on the Bid Price. JR Engineering prepared a bid tabulation (Attachment #1) of each Contractor's bid to verify the accuracy of the bids. The bid tabulation and the table above both show the correct total cost for each Bid based on the proposed quantities and provided unit prices.



JR Engineering also utilized the OSHA Web Page to check if the Contractor's had any major outstanding OSHA violations on record. No major violations were found within the past three years for either contractor.

## **2. Summary**

Based on review of the bid proposals received by JR Engineering, the following is our recommendation of award of the bid schedule based on the above categories for the 2025 Drainage Facility Maintenance located within the Southshore Metropolitan District.

CONTRACTOR	RECOMMENDATION
Consolidated Divisions, Inc.	Award Qualified Bidder

If you have any questions or concerns, please feel free to contact me at (630) 687-0945.

Sincerely,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink, appearing to read "Ryan Garringer", with a long horizontal flourish extending to the right.

Ryan Garringer, PE

SOUTHSHORE METROPOLITAN DISTRICT  
2025 DRAINAGE FACILITY MAINTENANCE

BID TABULATION

						Clearwater Property & Resource Management			Consolidated Divisions, Inc.		
Item#	Facility	Description	Qty	U/M		Unit Price	% Avg	Total	Unit Price	% Avg	Total
	General	Force Account - Incidental Items	1	LS		\$10,000.00	N/A	\$ 10,000.00	\$10,000.00	N/A	\$ 10,000.00
<b>Filing 1 Irrigation Pond</b>											
1	General	Remove all trash & debris (2X Annually)	2	EA		\$705.00	137%	\$ 1,410.00	\$323.50	63%	\$ 647.00
2	General	Weed Control (2X Annually)	2	EA		\$705.00	131%	\$ 1,410.00	\$369.00	69%	\$ 738.00
3	General	Insect Control (One application annually)	1	LS		\$1,380.00	71%	\$ 1,380.00	\$2,513.00	129%	\$ 2,513.00
4	Storm Inflow Points (2)	Remove trash, debris, & excess vegetative growth	1	LS		\$955.00	111%	\$ 955.00	\$765.00	89%	\$ 765.00
5	Pond Outlet	Remove trash, debris, & excess vegetative growth	1	LS		\$480.00	102%	\$ 480.00	\$457.50	98%	\$ 457.50
<b>Senac Creek Channel A</b>											
6	General	Remove all trash & debris (2X Annually)	2	EA		\$705.00	137%	\$ 1,410.00	\$323.50	63%	\$ 647.00
7	General	Weed Control (2X Annually)	2	EA		\$705.00	140%	\$ 1,410.00	\$304.50	60%	\$ 609.00
8	General	Insect Control (One application annually)	1	LS		\$1,380.00	92%	\$ 1,380.00	\$1,614.00	108%	\$ 1,614.00
9	Drop Structures (3)	*Remove vegetation, debris, & sediment	3	EA		\$1,700.00	57%	\$ 5,100.00	\$4,311.00	143%	\$ 12,933.00
10	Channel	*Remove vegetation, debris, & sediment	1	LS		\$7,600.00	166%	\$ 7,600.00	\$1,546.00	34%	\$ 1,546.00
11	Storm Inlets (2)	*Remove vegetation, debris, & sediment from entire structure	2	EA		\$600.00	133%	\$ 1,200.00	\$303.50	67%	\$ 607.00
<b>Senac Creek Channel B</b>											
12	General	Remove all trash & debris (2X Annually)	2	EA		\$705.00	123%	\$ 1,410.00	\$438.00	77%	\$ 876.00
13	General	Weed Control (2X Annually)	2	EA		\$705.00	127%	\$ 1,410.00	\$401.00	73%	\$ 802.00
14	General	Insect Control (One application annually)	1	LS		\$1,380.00	81%	\$ 1,380.00	\$2,039.00	119%	\$ 2,039.00
15	Box Culvert (Includes in and outflow bays)	Remove all sediment, debris, vegetation	1	LS		\$1,400.00	116%	\$ 1,400.00	\$1,010.00	84%	\$ 1,010.00
16	Outlet Structure	Remove vegetation, debris, & sediment from entire structure	1	LS		\$705.00	26%	\$ 705.00	\$4,770.00	174%	\$ 4,770.00
<b>Filing 13 Pond</b>											
17	General	Remove all trash & debris (2X Annually)	2	EA		\$1,180.00	146%	\$ 2,360.00	\$438.00	54%	\$ 876.00
18	General	Weed Control (2X Annually)	2	EA		\$1,180.00	143%	\$ 2,360.00	\$473.50	57%	\$ 947.00
19	General	Insect Control (One application annually)	1	LS		\$1,380.00	67%	\$ 1,380.00	\$2,749.00	133%	\$ 2,749.00
20	Storm Inflow Points (2)	Remove excess vegetation	1	LS		\$955.00	72%	\$ 955.00	\$1,712.00	128%	\$ 1,712.00
21	Outlet Structure	Remove vegetation, debris, & sediment from entire structure	1	LS		\$3,600.00	182%	\$ 3,600.00	\$363.00	18%	\$ 363.00
<b>Filing 13 Low Flow Channel</b>											
22	General	Remove all trash & debris (2X Annually)	2	EA		\$705.00	104%	\$ 1,410.00	\$647.00	96%	\$ 1,294.00
23	General	Weed Control (2X Annually)	2	EA		\$705.00	134%	\$ 1,410.00	\$347.50	66%	\$ 695.00
24	General	Insect Control (One application annually)	1	LS		\$1,380.00	100%	\$ 1,380.00	\$1,387.00	100%	\$ 1,387.00
25	Drop Structures (3)	Remove vegetation, debris, & sediment	3	EA		\$705.00	63%	\$ 2,115.00	\$1,538.00	137%	\$ 4,614.00
26	Beaver Dams	*Drainage of beaver dams	2	EA		\$950.00	123%	\$ 1,900.00	\$591.00	77%	\$ 1,182.00
26.1	Inlet	Remove vegetation, debris, & sediment	1	EA		\$480.00	102%	\$ 480.00	\$457.50	98%	\$ 457.50
<b>Detention Pond D</b>											
27	General	Remove all trash & debris (2X Annually)	2	EA		\$480.00	105%	\$ 960.00	\$438.00	95%	\$ 876.00
28	General	Weed Control (2X Annually)	2	EA		\$705.00	123%	\$ 1,410.00	\$443.50	77%	\$ 887.00
29	General	Insect Control (One application annually)	1	LS		\$1,380.00	94%	\$ 1,380.00	\$1,550.00	106%	\$ 1,550.00
30	Drop Structure/Forebay	Remove vegetation, debris, & sediment	1	LS		\$815.00	138%	\$ 815.00	\$363.00	62%	\$ 363.00
31	Trickle Channel	Remove vegetation, debris, & sediment	1	LS		\$325.00	68%	\$ 325.00	\$630.50	132%	\$ 630.50
32	Outlet Structure	Remove vegetation, debris, & sediment from entire structure	1	LS		\$1,200.00	150%	\$ 1,200.00	\$402.00	50%	\$ 402.00
<b>Filing 14 Pond A</b>											
33	General	Remove all trash & debris (2X Annually)	2	EA		\$705.00	151%	\$ 1,410.00	\$229.00	49%	\$ 458.00
34	General	Weed Control (2X Annually)	2	EA		\$705.00	140%	\$ 1,410.00	\$304.50	60%	\$ 609.00
35	General	Insect Control (One application annually)	1	LS		\$1,380.00	111%	\$ 1,380.00	\$1,110.00	89%	\$ 1,110.00
36	Forebays (2)	Remove vegetation, debris & sediment	2	EA		\$1,465.00	123%	\$ 2,930.00	\$914.50	77%	\$ 1,829.00
37	Trickle Channel	Remove vegetation, debris & sediment	1	LS		\$3,480.00	167%	\$ 3,480.00	\$686.00	33%	\$ 686.00
38	Outlet Structure	Remove vegetation, debris, & sediment (2X Annually)	1	LS		\$4,800.00	165%	\$ 4,800.00	\$1,010.00	35%	\$ 1,010.00
<b>Filing 14 Pond B</b>											
39	General	Remove all trash & debris (2X Annually)	2	EA		\$705.00	123%	\$ 1,410.00	\$438.00	77%	\$ 876.00
40	General	Weed Control (2X Annually)	2	EA		\$955.00	136%	\$ 1,910.00	\$454.00	64%	\$ 908.00
41	General	Insect Control (One application annually)	1	LS		\$1,380.00	85%	\$ 1,380.00	\$1,876.00	115%	\$ 1,876.00
42	Inflow Points (3)	Remove excess vegetation, debris, & sediment	1	LS		\$1,180.00	63%	\$ 1,180.00	\$2,547.00	137%	\$ 2,547.00
43	Forebay	Remove vegetation, debris, & sediment	1	LS		\$815.00	44%	\$ 815.00	\$2,886.00	156%	\$ 2,886.00
44	Trickle Channel	Remove vegetation, debris, & sediment	1	LS		\$1,740.00	139%	\$ 1,740.00	\$765.00	61%	\$ 765.00
45	Outlet Structure	Remove vegetation, debris, & sediment (2X Annually)	1	LS		\$4,800.00	181%	\$ 4,800.00	\$496.50	19%	\$ 496.50
						<b>Clearwater Bid Total: \$ 94,125.00</b>			<b>CDI Bid Total: \$ 79,615.00</b>		

BODY CODE	FORD ORDER CODE	DESCRIPTION	2025 MODEL YEAR Price	1/22/2025			
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**LARRY H. MILLER FORD LAKEWOOD PRESENTS TO:**

**PUBLIC ALLIANCE**

**ATTN: AJ BECKMAN**

**VIN: 3FTTW8B35SRA28316**

**F1**

**2025 FORD MAVERICK XL AWD**



PICTURE IS REPRESENTATIVE ONLY AND DOES NOT REPRESENT VEHICLE BID

W8B	2025 FORD MAVERICK AWD	27,180.00
101A	EQUIPMENT GROUP #101A	2,220.00
YZ	Exterior Color: OXFORD WHITE	
9W	Interior Color: 'BLACK ONYX' MED DK SLATE TRIM SEATS	
993	ENGINE: 2.5L HYBRID	NC
44E	TRANSMISSION: CONTINUOUSLY VARIABLE	NC
60B	2K TRAILER HITCH RECEIVER	100.00
425	50 STATE EMISSIONS	NC
66B	FORD CO-PILOT 360	NC

<b>TOTAL VEHICLE UNIT PRICE</b>	<b>29,500.00</b>
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**ADD'L OPTIONS**

<b>KEY TWO (2) ADDITIONAL KEY KEY/FOB</b>	<b>650.00</b>
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<b>COMPLETE VEHICLE UNIT PRICE</b>	<b>\$ 30,150.00 EACH</b>
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## **“WE FENCE COLORADO”**

*Licensed and Insured*

*Custom Fence and Supply, Inc.  
3031 Highway 119  
Longmont, CO 80504  
(303) 651-5700  
Fax (303) 651-5740*

**For:** Management Trust

**Phone:** 303-750-0994 x-2366  
720-797-4169

**Job Address:** 27301 E. Southshore Pkwy.

**Date:** 3-4-25

**Mailing Address:**

We propose to furnish and install items as listed below

**For the sum of: \$1990.00**

### **This Proposal Includes:**

Install 18'+/- of Ameristar Montage Plus Majestic 3-rail Style Ornamental Steel Fence(4" air space-black)  
Exist. removed material will be used as much as possible.

Fence will be installed back on the deck apprx. 12" from edge of concrete & tie back into the exist. post as necessary.  
Posts will be plate mounted to concrete.

Fence will be installed in this manner to avoid all buried utilities.

Pricing includes only those items & quantities shown above.

Exc. core drilling/jackhammering, hydro digging.

If rocky/adverse digging conditions are encountered, additional charges will apply

Tax inc.

If Fence permit is required – extra charge – not included in quote

Prices valid for 2 weeks

**\*\*\*\*\*PERMITS ARE AN ADDITIONAL CHARGE IF REQUIRED..**

**IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CALL ME AT 303-968-9392.**



6950 S Gartrell Rd

Aurora

(720)595-6259

CO

80016

store6078@smartstop.com

**OCCUPANT INFORMATION:**

Occupant Name: Kevin Stadler  
Address: 27301 E South Shore Drive  
City/State/Zip: Aurora CO 80016  
Phone: (720)880-0276  
E-mail: angel.duran@managementtrust.com

By electing to provide Occupant's e-mail address, Occupant agrees that notice by Operator may be given to Occupant via e-mail.

Please state whether you, or your spouse, are Active Duty Military/Reserves/CA National Guard Service?

Yes: ☐ No: ☒ If "Yes", Please provide your Date of Birth: \_\_\_\_\_

Temperature Controlled Storage Space: Yes: ☐ No: ☒  
If "Yes," then Section 15 applies.

**ALTERNATE INFORMATION:**

Will you be providing an alternate contact, in addition to yourself, to whom any Lien Notice and subsequent communication is required to be given?

Yes: ☒ No: ☐

If "Yes," please provide the name and address of another person in addition to yourself.

Alternate Name: Hernan Buenfil  
Address: n/a  
City/State/Zip: n/a n/a n/a  
Phone: (954)268-3111

**SPACE AND RENTAL INFORMATION:**

Date of Rental Agreement: 01/23/2025  
Approximate Size of Storage Space: 10X20 - Outside - Drive Up  
Storage Space #: D021

Monthly Rental Rate: \$ 196.00

**VEHICLE INFORMATION:**

Will the Occupant's Property include a vehicle?

Yes: ☒ No: ☐

If "Yes," please provide Make/Model/License/VIN.

Make: n/a  
Model: n/a  
License: n/a  
VIN: n/a

Please provide a list of items to be stored in the Storage Space:

**LIENHOLDER INFORMATION:** Occupant represents that Occupant owns or has legal possession of the personal property in his or her Storage Space(s) and that all the personal property in his or her Storage Space(s) is free and clear of all liens and secured interests? Yes: ☐ No: ☒

If "No" (describe property and name of lienholder):  
n/a

PURSUANT TO SELF-SERVICE STORAGE FACILITY LIENS ACT OF COLORADO TITLE 38 ARTICLE 21.5 SECTION 38-21.5-101 ET SEQ, THE OWNER OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY, LOCATED AT THE SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION.

NOTICE: ALL ARTICLES STORED UNDER THE TERMS OF THIS AGREEMENT WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS 30 DAY PERIOD.

THE PROPERTY STORED IN THE STORAGE SPACE IS NOT INSURED BY THE OWNER OR MANAGER AGAINST LOSS OR DAMAGE.

THE PROPERTY STORED IN THE STORAGE SPACE MAY BE TOWED FROM THE SELF-SERVICE STORAGE FACILITY IN LIEU OF SALE BY AN INDEPENDENT TOWING CARRIER HOLDING CURRENT AND VALID OPERATING AUTHORITY FROM THE COLORADO PUBLIC UTILITIES COMMISSION IF: (i) THE

**PROPERTY IS A VEHICLE OR WATERCRAFT; AND (ii) THE OCCUPANT IS IN DEFAULT FOR MORE THAN 60 DAYS. THE OCCUPANT WILL ALSO BE LIABLE FOR TOWING AND STORAGE CHARGES. ONCE THE TOWING COMPANY TAKES POSSESSION, THE OWNER SHALL NOT BE LIABLE FOR THE PROPERTY OR FOR ANY DAMAGES TO THE VEHICLE.**

**THE VALUE LIMIT CONTAINED IN THIS AGREEMENT FOR THE VALUE OF THE PERSONAL PROPERTY STORED IS DEEMED TO BE THE MAXIMUM VALUE OF THE PROPERTY STORED IN THE STORAGE SPACE AND THE MAXIMUM LIABILITY OF THE OWNER FOR ANY CLAIM.**

This Agreement is entered into between \_\_\_\_\_ Strategic Storage Property Management II, LLC \_\_\_\_\_ ("Manager"), as agent for the Facility's Owner (together with Manager, "Operator"), and Occupant listed above. For the avoidance of doubt, the term Operator shall include Owner and Manager. In consideration of all the terms and conditions herein, Operator does hereby lease to Occupant the above-described Storage Space (the "Storage Space" or "Space") located at the self storage facility at the address listed above (the "Facility") pursuant to the following terms and conditions:

## **TERM, RENT AND FEES**

**1. TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month. All terms and conditions of this Agreement shall continue so long as Occupant retains possession of the Storage Space.

**2. RENT:** The first month's rent in the amount stated as the "Monthly Rental Rate", above (the "Monthly Rental Rate"), plus applicable taxes, along with a one-time, non-refundable **ADMINISTRATIVE FEE** of \$29.00, shall be paid on the Date of Rental Agreement stated above. Thereafter, the Monthly Rental Rate, plus applicable taxes, along with any applicable additional rent, which may include, but is not limited to, Default charges, clean up charges, dumpster charges, damages to the Storage Space or Facility, and other unpaid fees or charges ("Rent"), shall be due on the same day every month ("Monthly Due Date"). The period between consecutive Monthly Due Dates is referred to as the "Rental Month." The last day of the Rental Month for which all Rent have been paid is the "Paid Through Date." All extensions and renewals are collectively the "Term." Occupant agrees to pay Rent: in person at the Facility during office hours; by mail (payment shall be deemed made on the date of receipt); via Operator's automated payment system "Kiosk", if available; via Operator's telephone answering service ("Call Center"); by other electronic means including via SMS or Operator's secure website at [www.smartstopselfstorage.com](http://www.smartstopselfstorage.com); or by advance written authorization to Operator. (Occupant shall not deliver Rent in the form of cash to the Facility Office by mail). It is expressly agreed that Operator does not send monthly statements or reminders of Rent due dates. Occupant may request monthly statements. The Invoice Fee set forth in Section 4, below, shall be payable for each statement. Occupant shall not fail to pay Rent if Occupant does not receive an invoice or bill. Operator, at Operator's sole discretion, may accept or reject partial Rent payments. Acceptance of partial payments of Rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial Rent payment made to cure a default for nonpayment of Rent shall not delay or stop foreclosure on Occupant's stored property. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES ONCE OCCUPANT IS FORTY-FIVE (45) DAYS LATE SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. Operator shall require payments of Rent to be in the form of cash or cashier's check in the event Occupant is in Default or has a payment due to Operator returned for any reason, including insufficient funds, or credit/debit card chargebacks. No payments can be made within three (3) days of a lien sale unless said payment is made in hand to Operator by cash, cashier's check, certified check or money order, and accepted in person by Operator's agent. **Paid Rent is nonrefundable.**

**3. CREDIT CARD/DEBIT CARD AUTHORIZATION FOR PAYMENT OF RENT AND OTHER CHARGES:** By providing a credit or debit card at any time during the Term, Occupant has authorized Operator to automatically charge or debit Occupant's credit/debit card on the Monthly Due Date, or as soon as reasonably practicable thereafter, in the amount stated above as Rent for each Rental Month Occupant continues to occupy the Storage Space. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In the event Occupant terminates this authorization or this Agreement owing any Rent, or other charges due, Operator may charge/debit Occupant's credit card for any sum due and owing upon termination including, but not exclusively, damages to the Storage Space or Facility, any Default charges, clean up charges, and disposal charges. The authorization to charge/debit Rent or other charges shall survive if any sums are due and owing at the time of the termination of the charge/debit authorization or the termination of this Agreement. Payment by credit card to cure a Rent delinquency in excess of thirty (30) days can only occur if Occupant presents a credit card in Occupant's own name, in person, at Operator's office or, if owned by someone other than Occupant, then the card owner must be present at Operator's office. No credit card payments will be accepted under any circumstance once Occupant is forty-five (45) days late. It is Occupant's responsibility to notify Operator of any new or updated account information if the credit card information changes (including updating an expiration date on a credit card). Occupant shall be charged late fees and other Default charges if the credit card payment is not approved by Occupant's bank/credit card provider.

**4. FEES:** As stated in Section 2, above, concurrently with the execution of this Agreement, Occupant shall pay a nonrefundable **ADMINISTRATION FEE** of \$29.00. Occupant agrees to pay a monthly **INVOICE FEE** of \$2.00 should Occupant request to receive a monthly invoice from Operator. Occupant acknowledges that late payment of monthly Rent will cause Operator to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult to fix. Therefore, if any monthly Rent payment is not received by the 5th day following the Paid Through Date, Occupant shall pay to Operator an additional sum of 15% of the Monthly Rental Rate (the "**LATE FEE**"). The **LATE FEE** shall be charged for each month the Rent is past due, such amount being considered liquidated damages. The parties agree that this late fee represents a fair and reasonable estimate of the costs the Operator will incur by reason of late payment by Occupant. Said late fee is due and payable without demand from Operator. Occupant

agrees to pay a **RETURNED CHECK FEE** of \$25.00 (plus bank charges) for each returned check. Any account thirty (30) or more days delinquent will be assessed a **LIEN FEE** equal to \$75.00, and any account sixty (60) or more days delinquent will be assessed an additional **LIEN FORECLOSURE FEE** equal to \$50.00. Operator reserves the right to impose additional fees for any unanticipated charges incurred due to the foreclosure of Occupant's stored property, such as a **LIEN PROCESSING FEE** of \$50.00. Operator further reserves the right to charge a **LOCK CUT FEE** of \$20.00 should the Operator be required to remove the lock from the Storage Space.

## **LOCKS AND ACCESS**

**5. LOCKS:** Operator shall have the right to assume that possession of a key and gate code is evidence of authority to enter Occupant's Storage Space. Occupant shall safeguard any property stored at the Facility. Should Occupant appoint another person or entity to enter the Storage Space, Occupant shall be responsible for the conduct of such person or entity. Occupant shall provide, at Occupant's own expense, a lock for the Storage Space which Occupant, in Occupant's sole discretion, deems sufficient to secure the Storage Space. In the event such lock is rendered ineffectual for its intended purpose from any cause, or the Storage Space is rendered unsecure in any manner, or a lock is removed for any other reason listed below, Operator may, at its sole option, take whatever measures are deemed reasonably necessary by Operator to re-secure the access to Occupant's Storage Space without creation of bailment or liability. Occupant shall not provide Operator or Operator's employees or agents with a key and/or combination to Occupant's lock unless deliveries are to be accepted by Operator on Occupant's behalf, pursuant to a separate written agreement to that effect.

**6. ACCESS:** If Rent is not paid within the time prescribed by State law following the Monthly Due Date, Operator may, without notice, deny the Occupant gate access to Occupant's property located in the Storage Space or otherwise at the Facility. Occupant's access to the Storage Space and the Facility may be limited as reasonably deemed necessary by Operator, including, but not limited to, requiring identification from Occupant, limiting hours of operation, or requiring Occupant to sign-in and sign-out upon entering and leaving the Facility, including the temporary closure of portions of the Facility for repairs and maintenance. Occupant's access may be conditioned in any manner deemed necessary by Operator to maintain order and protect the Storage Space and the Facility, including the temporary closure of portions or all of the Property for adverse weather conditions, emergencies, catastrophes, power outages, evacuation orders, or repairs and maintenance. These denials of access shall not represent an event of default by Operator of the Facility. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and searching vehicles and contents. Operator may but is not required to take any actions to deny access. Neither Operator nor any of its respective agents, employees or affiliates shall in any event be liable for any damages or injury caused by Occupant's inability to move between floors or to gain access to, or exit from the Storage Space or the Facility, whether because of mechanical or other electrical failure of the elevators, automatic access doors or electronic entry devices, or for any other reason. It is Occupant's sole responsibility as to those persons who are given access to Occupant's Storage Space, and Operator shall not be liable for anyone entering the Storage Space unless by Operator's gross negligence. Access will be denied to any party other than Occupant, unless said party retains gate code and key to unlock the Storage Space or has supplied Operator with written authorization from Occupant to enter the Storage Space.

**7. OPERATOR'S RIGHT TO ENTER:** Occupant grants Operator and its respective employees or agents, and representatives of any governmental authority, including police and fire officials, access to the Storage Space upon two (2) days advance written notice to Occupant. In the event of an emergency, Operator or its respective agents, employees, and representatives of governmental authority shall have the right to enter the Storage Space without notice to Occupant, and take such action as may be necessary or appropriate to protect the Facility, to comply with applicable law or enforce Operator's rights. In the event Occupant's lock is destroyed in the course of such inspection, Operator shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality. Neither Operator nor any of its respective agents, employees or affiliates shall be responsible for any loss occasioned by Occupant as a result of entry authorized under this Section.

## **USE OF STORAGE SPACE; LIMITATIONS ON USE**

### **8. USE OF STORAGE SPACE:**

**8.1 CERTAIN PROHIBITIONS:** Occupant agrees that the Storage Space and the Facility will not be used for any unlawful purposes or contrary to any law, ordinance, regulation, fire code or health code and the Occupant agrees not to commit waste, nor to create a nuisance, nor alter, nor affix signs on the Storage Space or anywhere in the Facility, and will keep the Storage Space and the Facility in good condition during the term of this Agreement. Occupant shall not store Cash, Cash Equivalents, Bonds, Negotiable Instruments or any other items that can be converted to money. Occupant agrees to use the Storage Space only for the storage of personal property wholly owned by Occupant. Occupant shall not make any additions or modification to the Storage Space and shall not drill into or attach anything to the walls, floor or ceiling of the Storage Space and shall not commit waste in the Storage Space. **IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS A RESIDENCE. IT IS UNLAWFUL TO USE A STORAGE SPACE IN THIS FACILITY AS STORAGE FOR, OR A HABITAT OF, ANIMALS.** Occupant shall not store antiques, artworks, heirlooms, collectibles or any property having special or sentimental value to Occupant. Occupant waives any claim for emotional or sentimental attachment to Occupant's property. Occupant agrees not to store any explosives, or any flammable, odorous, noxious, corrosive, hazardous (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA")), perishable or pollutant materials or any other goods in the Storage Space or elsewhere in the Facility that would cause danger or nuisance to the Storage Space or any other portion of the Facility. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Operator or any of its respective agents, employees or affiliates, arising out of the storage or use of any hazardous or toxic

material by Occupant, Occupant's agents, employees, invitees or guests. Operator may enter the Storage Space at any time to remove and dispose of prohibited items. Occupant shall not use or allow the Storage Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance. The term "release" shall have the same meaning as ascribed to it in CERCLA. The term "hazardous substance" means: i. Any substance defined as a "hazardous substance" under CERCLA; ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and; iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation. Occupant agrees not to conduct any business out of the Storage Space and further agrees that the Storage Space is not to be used to manufacture, fabricate or process goods, serve or repair vehicles, boats, small engines or electrical equipment, or to conduct similar repair activities, conduct garage sales or retail sales of any kind, or conduct any other commercial or industrial activity in the Storage Space. The Storage Space shall not be used for the purpose of assigning a legal address in order to obtain an occupational license or other governmental permit or license to do business nor as a legal address for residential purposes. Violation of this section constitutes a material breach of this Agreement and automatically terminates Occupant's right to occupy the Storage Space.

**8.2 PERMITTED AND NON-PERMITTED ANIMAL:** Except for service animals or approved support animals for persons with disabilities (collectively, "Permitted Animal"), no animals or pets are allowed (even temporarily) anywhere in or about the Facility without prior written authorization from Operator. If an animal has been in the Facility at any time during the term of tenancy, Tenant shall be charged for all costs pertaining to damage to the Facility, including, but not limited to, de-fleaing, deodorizing and/or stain removal. If Tenant or any of Tenant's guests are found to be in possession of any non-Permitted Animals, Tenant and Tenant's guests will also be required to remove the non-Permitted Animal(s) from the Facility immediately, and Operator may treat such violation as a breach of this Agreement in accordance with Section 19. Tenant shall remain solely responsible for the actions of any Permitted Animal or non-Permitted Animals.

To the fullest extent allowable by law, Tenant shall defend, indemnify, and hold Operator harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), costs, penalties, losses or liabilities (collectively "Claims") incurred by or asserted against Operator for injuries (including death) to persons or damage or destruction to property and any and all fees, costs or penalties incurred by Operator, to the extent such Claims are caused by or arise out of Tenant's actions with respect to the Permitted Animal or non-Permitted Animal, or are caused directly by Tenant's Permitted Animal or non-Permitted Animal.

**9. THE STORAGE SPACE; CONDITIONS AND ALTERATIONS:** By signing this Agreement Occupant acknowledges that neither Operator, nor any employee of Operator, nor any other person acting on Operator's behalf, has made any representation to Occupant as to the size (square footage or cubic footage) or dimensions (length, width or height) of the Storage Space, and Occupant acknowledges and agrees to the following: (a) that, prior to signing, Occupant was given the opportunity to measure the dimensions of the Storage Space; (b) that Occupant is satisfied therewith, whether or not Occupant measured the Storage Space; (c) that Occupant agrees to pay the Rent stated herein regardless of the actual size or dimensions of the Storage Space; (d) that Occupant hereby waives any and all right to bring any civil action, or other judicial or non-judicial proceeding, or to join, or participate in, any such proceeding brought by any other person, against Operator based on assertions that any difference exists between the actual size, or dimensions, of the Storage Space, and the size, or dimensions, thereof as Occupant believed existed at the time Occupant signed this Agreement; and (e) that Occupant hereby fully, and forever, releases and discharges Operator from any, and all liability for damages, and all other types of relief, to which Occupant otherwise would have had the right to obtain but for Occupant's having agreed to the terms of this provision and the release and discharge contained herein. Occupant assumes responsibility for having examined the Storage Space and hereby accepts it as being in good order and condition. Occupant understands that all unit sizes are approximate and enters into this Agreement without reliance on the estimated size of the Storage Space. Should Occupant damage or depreciate the Storage Space, or make alterations or improvements without the prior consent of the Operator, or require the Operator to incur costs to clean the Storage Space upon termination, then all costs necessary to restore the Storage Space to its prior condition shall be borne by Occupant. Operator each has the right to declare any such costs to repair as "Rent" and non-payment of said costs entitles Operator to deny Occupant access to the Storage Space.

## **INSURANCE; LIMITATION OF LIABILITY**

**10. INSURANCE:** OCCUPANT AGREES, AT OCCUPANT'S SOLE EXPENSE, TO MAINTAIN INSURANCE ON ALL PERSONAL PROPERTY STORED IN THE STORAGE SPACE WITH ACTUAL CASH VALUE COVERAGE AGAINST ALL PERILS, FIRE, EXTENDED COVERAGE ENDORSEMENT, BURGLARY, VANDALISM AND MALICIOUS MISCHIEF. OCCUPANT UNDERSTANDS THAT THE ONLY INSURANCE WHICH COVERS OCCUPANT'S STORED PROPERTY IS INSURANCE WHICH IS PURCHASED BY THE OCCUPANT. FAILURE TO CARRY INSURANCE SHALL RESULT IN OCCUPANT ASSUMING ALL RISK OF LOSS TO STORED PROPERTY AND BE WHAT IS COMMONLY KNOWN AS "SELF INSURED". OCCUPANT EXPRESSLY AGREES THAT ANY INSURANCE COMPANY SELECTED BY OCCUPANT TO PROVIDE SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF OCCUPANT AGAINST OPERATOR OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR AFFILIATES FOR LOSS OF OR DAMAGE TO STORED PROPERTY. ANY INSURANCE POLICY THAT IS OFFERED BY OWNER OR OPERATOR AT THIS FACILITY, IF ANY, IS BEING OFFERED AS A CONVENIENCE TO YOU, AND YOU ARE NOT REQUIRED TO PURCHASE SUCH INSURANCE POLICY.

**11. RELEASE OF LIABILITY FOR PROPERTY DAMAGE:** No bailment is created by this Agreement. Operator is not a warehouseman as used in Sections 4-7-209 and 4-7-210 of C.R.S. engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all property stored in the Storage Space shall remain vested in the Occupant, and all property stored within or on the Storage Space by Occupant or located at the Facility by anyone shall be stored at Occupant's sole risk. **Operator and its respective agents, employee and affiliates shall not be liable for any loss of or damage to any personal property in the Storage Space or at the Facility arising from any cause whatsoever including, but not limited to, burglary,**

mysterious disappearance, fire, water damage, mold, mildew, rodents, Acts of God, the active or passive acts or omissions or negligence of the Operator or any of its respective agents, employees or affiliates.

**12. INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Operator and its respective agents, employees and affiliates from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant and Occupant's invitees or guest's use of the Storage Space and common areas of the Facility, including claims for Operator's or any of its respective agents', employees' or affiliates' active or passive negligence.

**13. RELEASE OF OPERATOR'S LIABILITY FOR BODILY INJURY:** Operator and its respective agents, employees and affiliates shall not be liable to Occupant for injury or death as a result of Occupant's use of the Storage Space or the Facility, even if such injury is caused by the active or passive acts or omissions or negligence of Operator or any of its respective agents, employees or affiliates.

**14. LIMITATION OF VALUE:** Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of Operator. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000. Nothing herein shall constitute any agreement or admission by Operator that Occupant's stored property has any value, nor shall anything alter the release of Operator's liability set forth in this Agreement. In no event will Operator or Operator's agents be liable to Occupant or Occupant's agents for an amount in excess of the Value Limit, for any loss or damage whatsoever.

**15. TEMPERATURE CONTROL (AS APPLICABLE):** The temperature controlled Storage Spaces are heated or cooled, only, depending on outside temperature and only if the Storage Space is temperature controlled as indicated above. If this is not a temperature controlled Storage Space, then this Provision does not apply. The temperature controlled Storage Spaces do not provide constant internal temperature or any humidity control and Operator does not guarantee that temperature and humidity will not fluctuate. Occupant releases Operator and its respective agents, employees and affiliates from all liability for damage to stored property from fluctuations in temperature or humidity from any cause including the negligence of Operator or its respective agents, employees or affiliates.

**16. NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between Operator and Occupant and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the Storage Space for the storage of Occupant's property, and that Occupant has made his or her own determination of such matters solely from inspection of the Storage Space and the Facility. Occupant agrees that he or she is not relying, and will not rely, upon any oral representation made by Operator or by any of its respective agents, employees or affiliates purporting to modify or add to this Agreement.

**17. NO WARRANTIES:** No expressed or implied warranties are given by Operator or any of its respective agents, employees or affiliates as to the suitability of the Storage Space for Occupant's intended use. Operator disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

## **OPERATOR'S LIEN**

**18. NOTICE OF LIEN:** THE OPERATOR OF A SELF-SERVICE STORAGE FACILITY HAS A LIEN ON ALL PERSONAL PROPERTY, LOCATED AT THE SELF-SERVICE STORAGE FACILITY FOR RENT, LABOR, OR CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION.

## **DEFAULTS**

**19. DEFAULTS; OPERATOR'S REMEDIES:** If Occupant breaches any term or condition of this Agreement (a "Default"), Operator in addition to such other rights it may have under this Agreement and law shall have the right to terminate this Agreement. If Occupant fails to pay any Rent or other charges when due or if the Agreement is terminated by Operator for cause, Operator may: (i) deactivate gate or coded door access to the Storage Space (if available) or deny entry to the building containing the Storage Space; (ii) overlock the Storage Space in a time period permitted by State law, and said overlock, along with any written notice from Operator, overlock shall serve as constructive notice that Operator has not received payment of Rent or Additional Rent; (iii) remove Occupant's lock and access the Storage Space; however, Rent and other charges shall continue to accrue in an overlock or lock removal until the Personal Property in the Storage Space is sold or the Default is cured, and overlock or lock removal shall not be deemed an election of remedies by Operator and shall not constitute Operator taking possession of, or a bailment over, the Personal Property, or to terminate the obligation to pay Rent or other charges under the Agreement; (iv) inventory and/or take possession if permitted by State law, of the Personal Property located in the Storage Space; (v) sell or dispose of the Personal Property in the Storage Space as permitted by State law (**Notice: Operator may offer the Personal Property for sale on a publicly available website in lieu of sale at the Facility**); or (vi) pursue any and all remedies available, at law or equity, including a forcible entry and detainer action against Occupant. If Occupant is in Default and is overlocked or if the lock is cut and replaced with Operator's lock and then, if Occupant is delinquent and pays, Operator is not required to remove the overlock or take off Operator's lock (in the event of a lock cut) until up to three (3) business days after payment has been made in full. Operator reserves the right not to remove its replacement lock (after lock cut) until Occupant is present and replaces the lock with Occupant's own new lock, or Operator, in its sole discretion can remove its lock leaving the Storage Space unlocked. In any case Operator shall not be liable to Occupant for any

damages Occupant suffers as a result of not being able to get access to the Storage Space after late payment arising from failure to immediately remove Operator's lock or overlock. All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.

## ARBITRATION; WAIVER OF JURY TRIAL

**20. AGREEMENT TO ARBITRATE CLAIMS:** Realizing that in self storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Operator and Occupant pledge to resolve differences and to use the procedures specified in this Agreement. Occupant agrees that pursuant to the addendum to this Agreement titled "Mandatory Arbitration of Claims" (the "Arbitration Addendum") Occupant and Operator must elect to resolve any dispute by binding arbitration, subject to the exceptions and terms set forth in the Arbitration Addendum. Please refer to the Arbitration Addendum, which is part of this Agreement, for detailed information regarding the arbitration of all claims.

Occupant acknowledges receipt of the Arbitration Addendum SMD.

**21. WAIVER OF JURY TRIAL:** To the extent permitted by State law, Operator and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by Operator against Occupant, or Occupant against Operator or any of its respective agents, employees or affiliates, on any matter arising out of, or in any way connected with this Agreement, Occupant's use of the Storage Space or the Facility or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation. This jury trial waiver is also made by Occupant on behalf of any of Occupant's agents, guests or invitees.

## TERMINATION; AMENDMENTS

**22. TERMINATION:** Ten (10) days advance written notice given by Operator or Occupant to the other party will terminate this tenancy. Operator does not prorate Rent; only full months' prepaid Rent shall be returned to Occupant within thirty (30) days of vacating the Storage Space. Occupant must leave the Storage Space broom clean and in good condition. Occupant is responsible for all damages. If Occupant fails to fully remove its property from the Storage Space by the termination date, Operator, at its option, may without further notice or demand, either directly or through legal process, reenter the Storage Space and remove and dispose of or sell any or all Personal Property therefrom without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons the Storage Space. Occupant shall be deemed to have abandoned the Storage Space if Occupant is NOT current in Occupant's obligations hereunder, including but not limited to Occupant being delinquent in Rent, and one or more of the following is true: (i) Occupant has removed the lock from the Storage Space, (ii) Occupant has removed the Personal Property from the Storage Space, and/or (iii) Operator determines that the items contained in the Storage Space have no marketable value (under \$100.00). **If Operator determines that Occupant has abandoned the Storage Space, Operator may dispose of or sell the Personal Property in the Storage Space.**

**23. PROPERTY LEFT IN THE STORAGE SPACE:** Operator may dispose of any property left in the Storage Space or in the Facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Operator in disposing of such property, including but not limited to a minimum **CLEANING FEE** of \$50.00.

**24. CHANGES:** All terms and conditions of this Agreement, including but without limitation, Monthly Rental Rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving Operator ten (10) days prior written notice to terminate after receiving notice of the change. If the Occupant does not give such notice, this Agreement shall be thereby amended and the change shall become effective and apply to his or her occupancy.

## NOTICE

**25. NOTICES FROM OPERATOR; PERMISSION TO CONTACT:** All notices from Operator shall be sent by first class mail postage prepaid to Occupant's last known address or to the electronic mail address provided by the Occupant in this Agreement. Notices shall be deemed given when deposited with the U. S. Postal Service or when sent by electronic mail. Any statutory notices required by law to be sent to Occupant, may be sent by electronic mail if permitted by applicable law. Occupant recognizes that Operator and Occupant are entering into a business relationship at the Facility. Accordingly, Occupant hereby consents to Operator contacting Occupant by phone, fax, text, social media and e-mail for purposes relevant to the business relationship. Further, Occupant consents to receive, and gives Operator permission to send, text messages to Occupant's provided cell phone number and e-mail to Occupant's provided e-mail address for the purposes of notifying Occupant of conditions involving the Facility or Storage Space, including but not limited to, late rent and other Default issues, unless otherwise prohibited by law. For this reason, Occupant agrees to keep a current cell phone number and email address of record with the Operator and to notify Operator of any change in such information.

**26. NOTICES FROM OCCUPANT:** Occupant represents and warrants that the information Occupant has supplied in this Agreement is true, accurate and correct and Occupant understands that Operator is relying on Occupant's representations. Occupant agrees to give written notice to Operator of any change in Occupant's address or other information set forth above, any change in the liens and secured interest on Occupant's property in the Storage Space and any removal or addition of property contained in the Storage Space within ten (10) days of the change. Occupant understands that Occupant must personally deliver such notice to Operator or mail the notice by certified mail, return receipt requested, with postage prepaid to Operator at the Facility address set forth above or by e-mail only if e-mail is acknowledged by Operator.

## MISCELLANEOUS

**27. MILITARY:** In order to comply with SERVICEMEMBER'S CIVIL RELIEF ACT it is Occupant's obligation to notify Operator in writing that Occupant and any dependent of Occupant is storing property at the Facility are in active or reserve military service, including National Guard, in order to determine Occupant's qualifications under this Act. If Occupant's military status or Occupant's family member's military status changes, Occupant is required to notify Operator in writing of this change immediately.

**28. RULES AND REGULATIONS:** Operator shall have the right to establish or change the hours of operation for the Facility and to promulgate Rules and Regulations for the safety, care and cleanliness of the Storage Space or the preservation of good order in the Facility. Occupant agrees to follow all Rules and Regulations now in effect, or that may be put into effect from time to time.

**29. NO SUBLETTING:** Occupant shall not assign or sublease the Storage Space without the written permission of Operator. Operator may withhold permission to sublet or assign for any reason or for no reason in Operator's sole discretion.

**30. SUCCESSION:** All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**31. AUTHORIZED AGENT:** If Occupant is not an individual, the undersigned warrants that he or she is an authorized agent of Occupant.

**32. ENFORCEMENT:** If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this Agreement will be valid and enforceable.

**33. ELEVATORS:** Elevators, if any, are provided as a courtesy/convenience to Occupant. The elevators are designed solely for the purpose of moving Occupant's property to and from the Storage Space. The Occupant agrees to ride in the elevator with the Occupant's personal property at all times and to never leave personal property unaccompanied on the elevator. Elevators may not work at all times and the inability to use an elevator is not an event of default. Elevators are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the elevators and/or for personal injury Occupant suffers as a result of use or misuse of the elevator whether or not Occupant's actions were negligent in the use of the elevator.

**34. LIFTS:** Lifts, if any, are provided as a courtesy/convenience to Occupant. The lifts are designed solely for the purpose of moving Occupant's Personal Property and are not designed or safe for use by Occupant, Occupant's guests, or invitees. Occupant agrees under no circumstances will Occupant attempt to ride in the lifts. Procedures for usage and operation of the lifts are posted by the lifts and incorporated herein by reference. Lifts may not work at all times and the inability to use the Lift is not an event of default. Lifts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the Lift and/or for personal injury Occupant suffers as a result of use or misuse of the Lift whether or not Occupant's actions were negligent in the use of the Lift.

**35. CARTS:** Hand dollies and carts ("Cart") are provided for the convenience of Occupant. Occupant agrees to properly use the Cart in the manner for which it was intended, including but not exclusively, loading no more than 200 lbs. of materials or property on the Cart at any one time, not stacking property higher than 3 feet high on the Cart, and ensuring that the property placed on the Cart does not exceed the width of the Cart by more than 3 feet total. Carts are provided to Occupant solely as a courtesy, and may be out of order or Cart service may be terminated at any time without said termination representing an event of default under this Agreement. As such, Carts are used solely at Occupant's own risk. Occupant releases, holds harmless, and agrees to indemnify Operator from any damage Occupant may suffer as a result of the use of the Cart and/or for personal injury Occupant suffers as a result of use or misuse of the Cart whether or not Occupant's actions were negligent in the use of the Cart.

**36. LOADING DOCKS:** The loading area is available for use during office hours only (access ends ½ hour before office hours end). Loading docks are available on a first come, first serve basis and may not be occupied at any time other than the operating hours of the Facility. Occupants are encouraged to responsibly use the loading docks and to move Occupant's vehicle from the loading docks as soon as it is empty, and to not move Occupant's vehicle to a loading area or bay until Occupant's property is unloaded from the Storage Space to the loading areas or bays as needed so as to use as little time in front of the loading area or bay as possible to make it available for other Occupants. Operator reserves the right to impose a time limit on the use of a loading area or bay should any Occupant not cooperate with Operator's requirement that the use of the loading area or bay be reasonable, fair and respectful of other Occupants of the property.

**37. LOITERING:** The purpose of this Agreement is for renting space for the storage of Personal Property. It is agreed that in general there is no reason for Occupant to be at the Facility or in the Storage Space at any time for more than three (3) consecutive hours unless previously approved by

Operator. If Occupant, Occupant's guests, or invitees are in the Storage Space or at the Facility for more than three (3) hours a day, this shall be grounds for immediate termination of this Agreement.

**38. GOVERNING LAW/JURISDICTION AND VENUE:** This Agreement and any actions between the parties shall be governed by the laws of the State where the Facility is located.

**39. SUBORDINATION; ATTORNMENT; NOTICE TO OPERATOR'S MORTGAGEE:**

- (a) Subordination. This Agreement shall be subordinate to any deed of trust, mortgage, deed to secure debt, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now or hereafter covers all or any part of the Facility or the Storage Space (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Operator's Mortgagee")
- (b) Attornment. Occupant shall attorn to any party succeeding to Operator's interest in the Facility, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may request.
- (c) Notice to Operator's Mortgagee. Occupant shall not seek to enforce any remedy it may have for any event of default on the part of the Operator without first giving written notice by certified mail, return receipt requested, specifying the event of default in reasonable detail, to any Operator's Mortgagee whose address has been given to Occupant, and affording such Operator's Mortgagee a reasonable opportunity to perform Operator's obligations hereunder.

**NOTE:** Certain types of income may be collected by Operator, acting as agent for affiliates of Operator. Such income may be assigned by Operator and its affiliates in and amongst themselves in their sole discretion.

**NOTICE TO OCCUPANT:** DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. OCCUPANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE OR SHE HAS READ, UNDERSTOOD AND ACCEPTS ALL TERMS AND CONDITIONS IN THIS AGREEMENT. **If you have any questions concerning the legal effect of signing, consult your legal advisor.**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED WITHIN THIS AGREEMENT.

OCCUPANT: Southshore Metro District

OPERATOR: Strategic Storage Property Management II, LLC

**Addendum to SmartStop Rental Agreement  
Mandatory Arbitration of Claims**

Pursuant to Provision 20 of Occupant's Agreement with SmartStop Self Storage (the "Rental Agreement") this Addendum shall govern the resolution of any Claim (as defined below) that arises between the parties, and the following provisions are incorporated into the Rental Agreement. For the purposes of this Addendum, the term Operator shall include Owner and Manager.

**MANDATORY BINDING ARBITRATION:** In the event of any Claim between Occupant and Operator, such Claim shall be submitted to and resolved by final and binding arbitration. The parties agree that the arbitration shall be on an individual basis conducted and heard by a single arbitrator to resolve such Claim. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair and appropriate. For the purposes of this Rental Agreement, "Claim" shall mean any claim, controversy or lawsuit, at law or in equity (collectively, an "Action"), arising out of this Rental Agreement, Occupant's use or occupancy of the Storage Space or the Facility or any claim of bodily injury or property loss or damage, or the enforcement of any remedy, including those Actions that (i) are based in contract, tort, statute, misrepresentation, or any other legal theory, and (ii) Occupant brings against Operator's employees, agents, parents, subsidiaries, affiliates, or other representatives or that Operator brings against Occupant. By acknowledging that you may bring these types of claim, Operator does not waive any affirmative defenses Operator may have to claim that Occupant has previously waived or released these types of claims in the Rental Agreement.

**CLASS ACTION WAIVER:** THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS-WIDE, REPRESENTATIVE, OR CONSOLIDATED BASIS. OCCUPANT AND OPERATOR AGREE NOT TO ACT AS A MEMBER OF A CLASS, A CLASS REPRESENTATIVE, IN A CONSOLIDATED ACTION NOR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN ANY CLAIM, DISPUTE OR LAWSUIT. WITH RESPECT TO ANY SUCH CLAIM THAT IS SUBJECT TO THE ABOVE ARBITRATION PROVISION, THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS, PERMIT, HEAR, DETERMINE OR RESOLVE ANY CLASS ACTION, NOR SHALL THE ARBITRATOR MAKE AN AWARD TO ANY PERSON OR ENTITY OTHER THAN TO OPERATOR AND/OR OCCUPANT AND SOLELY IN EACH OF THE RESPECTIVE INDIVIDUAL CAPACITIES OF OPERATOR AND OCCUPANT. THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER PROVISIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. **OCCUPANT UNDERSTANDS THAT HE OR SHE MAY BE GIVING UP RIGHTS GRANTED BY STATE LAW TO BRING A CLASS ACTION OR REPRESENTATIVE ACTION LAWSUIT.**

**YOUR RIGHT TO GO TO SMALL CLAIMS COURT:** Either Occupant or Operator may bring Claims in small claims court; provided, however, upon the institution of proceedings in small claims court, either party may request that such matters be submitted for resolution in non-binding mediation for a minimum of four hours before any mediation organization approved by Operator and Occupant located within 15 miles of the Facility. In the mediation, Operator and Occupant shall each be represented by an individual authorized to make binding commitments on their respective behalves and may be represented by counsel. In addition, Operator and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters. In the event such Claim is transferred, removed or appealed from either small claims court or mediation to a different court, either Party may then choose to arbitrate.

**GOVERNING LAW AND RULES:** The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in the Rental Agreement for the giving of notices. The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the Storage Space, whichever occurs first. The Party initiating the arbitration shall select the arbitration organization, subject to the other Party's agreement to use such arbitration organization, which shall not unreasonably be withheld. If the Operator initiates the arbitration, Operator will pay for the arbitration administrative or filing fees, including the arbitrator fees, up to an aggregate total of \$2,500. Thereafter, each Party shall bear its own costs and fees, including but not limited to attorneys' fees, travel expenses, out-of-pocket expenses, or witness fees and expenses. The fees and expenses of the arbitrator, and all other similar costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Occupant and Operator. Unless otherwise agreed, the arbitration shall take place within the county where the self storage facility is located. The arbitration will be conducted under the arbitration organization's rules in effect at the time of arbitration.

**EFFECT OF YOUR AGREEMENT TO ARBITRATION:** NEITHER OPERATOR NOR OCCUPANT SHALL HAVE THE RIGHT TO LITIGATE ANY CLAIM IN A COURT OF LAW OR TO HAVE A JURY TRIAL.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS INCLUDED WITHIN THIS ADDENDUM.

OCCUPANT: Southshore Metro District

OPERATOR: Strategic Storage Property Management II, LLC

This is not a contract of insurance, nor is it equivalent to insurance, and the facility operator is not an insurance company.

## Waiver of Insurance Requirement and Limited Release of Liability for Property Damage

### *Amendment to SmartStop Self Storage Rental Agreement*

This **Waiver of Insurance Requirement and Limited Release of Liability for Property Damage** (this "Amendment") is an amendment to your SmartStop Self Storage Rental Agreement (the "Rental Agreement"). This storage facility provides you with a basic level of service pursuant to the terms and conditions of the Rental Agreement. Under paragraphs 10 and 11 of the Rental Agreement, you must insure your property while it is on the premises (the "Insurance Requirement") and you fully release the owner (the "Owner") and the manager of the facility (the "Manager") from any liability for loss of or damage to your stored property (the "Full Release of Liability for Property Damage"), including loss or damage resulting from the negligence of Owner or Manager. By entering into this amendment, the Owner will waive the Insurance Requirement and replace the Full Release of Liability for Property Damage with a limited release of liability, as set forth herein.



SMD

(initial) I do not wish to amend my Rental Agreement. I understand that neither Owner nor Manager shall be liable for loss of or damage to my stored property from any cause, including in cases of negligence or other failures by either the Owner or Manager to fulfill the legal obligations that would otherwise be applicable. I understand and agree that I am required to insure my personal property while it is on the premises.

1. **Waiver of Insurance Requirement and Limited Release of Liability for Property Damage:** 0.00  
0.00

Limit on Retained Liability and Additional Monthly Rent		
<b>\$2,000 (limit)</b> <b>\$12.00 (add'l rent)</b>	<b>\$3,000 (limit)</b> <b>\$16.00 (add'l rent)</b>	<b>\$5,000 (limit)</b> <b>\$24.00 (add'l rent)</b>
<input type="radio"/> Initial: _____	<input type="radio"/> Initial: _____	<input type="radio"/> Initial: _____

In consideration of the payment of the additional monthly rent, as initialed above, the Insurance Requirement set forth in Paragraph 10 of the Rental Agreement is deleted from the Rental Agreement and the Full Release of Liability for Property Damage in Paragraph 11 of the Rental Agreement is deleted and replaced with the following:

**11. LIMITED RELEASE OF LIABILITY FOR PROPERTY DAMAGE:** No bailment is created by this Agreement. Neither Owner nor Manager is a warehouseman as used in Sections 4-7-209 and 4-7-210 of C.R.S. engaged in the business of storing goods for hire. The exclusive care, custody and control of any and all property stored in the Storage Space shall remain vested in the Occupant. Notwithstanding the foregoing, Owner and Manager each shall retain, rather than extinguish, their liability as imposed by law for loss of or damage to your stored property resulting from the Owner's or Manager's negligence or as a result of acts or omissions for which either the Owner or Manager is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. The retained liability of Owner and Manager for such loss or damage, however, is subject to the limitations and conditions set forth in an amendment

to this Agreement titled "Waiver of Insurance Requirement and Limited Release of Liability for Property Damage."

- 2. Limit on Retained Liability:** Under no circumstances will the liability of Owner and/or Manager to you for loss or damage to your stored property from any single event exceed the limit amount you initialed in Section 1, above, under "Limit on Retained Liability and Additional Monthly Rent" (the "Amendment Limit"). If the Amendment Limit amount exceeds the limit listed in Paragraph 14 of the Rental Agreement then the value of property stored by you may be increased to the Amendment Limit. You agree that any increases in the value allowed by this Amendment will not apply to the types of property described in Paragraph 3 below.
- 3. Property for Which Liability is Not Retained:** Under no circumstances will either the Owner or the Manager retain any liability for loss of or damage to: (a) property that is in the open or not in a locked fully enclosed storage space; (b) accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; (c) any property you are not permitted to store under the terms of the Rental Agreement; or (d) collectibles, jewelry, watches, precious or semi-precious stones, furs, antiques, works of art, animals, stolen goods or contrabands. You expressly and fully waive and release any liability either Owner or Manager may have under the law for loss of or damage to property of the type listed in this paragraph to the fullest extent permitted by law.
- 4. Causes of Loss for Which Liability is Not Retained:** Under no circumstances will either the Owner or the Manager retain any liability, imposed by the law of negligence or otherwise, for loss or damage resulting from or involving any of the following causes: (a) unknown or mysterious causes, such as the unexplained disappearance of stored property; (b) flood, surface water, underground water, or water that backs up through or overflows from a sewer, drain or sump; (c) moths, insects, rodents or vermin in excess of \$500; (d) mold, mildew, or wet or dry rot; (e) terrorist attack, war or military action; (f) earthquake or volcanic eruption, including leakage from sprinkler systems which are damaged by an earthquake or volcanic eruption; or (g) nuclear reaction, radiation or radioactive, biological or chemical contamination. You expressly and fully waive and release any liability either Owner or Manager may have under the law for loss of or damage to property resulting from or involving the causes listed in this paragraph to the fullest extent permitted by law.
- 5. Failure to Pay Rent:** If rent is not received within forty-five (45) days of the due date, this Amendment may, in the sole discretion of the Owner or Manager, be terminated and, upon such termination, your obligations under the Insurance Requirement and the terms of the Full Release of Liability for Property Damage will immediately resume. At Owner's sole discretion, this Amendment may be reinstated upon payment of all rent and other charges due and owing.
- 6. Termination:** You may terminate this Amendment upon ten (10) days prior written notice to Owner or Manager. Owner or Manager may terminate this Amendment upon thirty (30) days' prior written notice to you. For the avoidance of doubt, upon such termination, you will no longer be obligated pay the additional monthly rent initialed in Section 1, above, under "Limit on Retained Liability and Additional Monthly Rent."
- 7. Effect of Amendment:** Except as otherwise expressly provided herein, the terms, conditions, and provisions of the Rental Agreement shall remain unaltered and in full force and effect, and are ratified and confirmed by this reference.

*[signature page follows]*

**NOTICE: This Waiver of Insurance Requirement and Limited Release of Liability for Property Damage is neither an insurance policy nor is it equivalent to insurance. Neither the Owner nor the Manager is an insurance company. The Owner and Manager shall perform their obligations described in this Amendment. The Owner and Manager retain this business risk on their own.**

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**CUSTOMER INFORMATION**

**Name:** Kevin Stadler  
**Unit #:** D021

**Signature:** Southshore Metro District  
**Date:** 01/23/2025

**FACILITY INFORMATION**

**Address:** 6950 S Gartrell Rd  
Aurora CO 80016

**Owner/Agent:** Strategic Storage Property Management II, LLC  
**Date:** 01/23/2025

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***If you have any questions or requests about this Amendment, or if you have suffered a loss or damage to stored property for which you believe Owner or Manager is legally liable, please contact SmartStop Self Storage at 833-979-1313 or [protectionclaims@smartstop.com](mailto:protectionclaims@smartstop.com)***

SmartStop - Aurora - S Gartrell Rd  
6950 S Gartrell Rd  
Aurora CO 80016  
(720)595-6259

Kevin Stadler  
27301 E South Shore Drive  
Aurora CO 80016

Enrolling in Auto Pay?

☐ Yes ☒ No

### CREDIT CARD AUTHORIZATION FORM FOR AUTOMATIC PAYMENT PROGRAM

I understand that each month you will automatically charge my payment to my credit card.

Here's the authorization you need to sign me up.

Name of Tenant: Kevin Stadler Unit #: D021

Name of Credit Card Holder: \_\_\_\_\_

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

Please initial below:

\_\_\_\_\_ I hereby authorize SST II 6950 S GARTRELL RD, LLC to charge the above referenced credit card account automatically each month and to apply said charge toward the monthly payment of the charges agreed upon in my Lease/Rental Agreement with SST II 6950 S GARTRELL RD, LLC for the space number(s) stated above. I understand that I will remain responsible for monthly charges and additional late fees should my credit card be cancelled or otherwise made unavailable for payment.

I understand that it shall remain my obligation to notify SST II 6950 S GARTRELL RD, LLC in writing ten (10) days in advance of my intent to terminate my tenancy. If I fail to notify SST II 6950 S GARTRELL RD, LLC before my credit card is debited for the rental amount for the month of termination, I understand that I shall not receive a refund on any unused portion of the final month's rent.

I will also update the property of any:

1. Expired Credit Card
2. Any Credit Card Number Changes
3. Cancelled Credit Cards

Customer's Name: Kevin Stadler Date: 01/23/2025

Customer's Signature: \_\_\_\_\_ By: Store Manager, SmartStop Self Storage

Strategic Storage Property Management II, LLC



## Envelope Data

Subject: Emailing of E-Signature Lease from SmartStop - Aurora - S Gartrell Rd  
Documents: SmartStop Form Anniversary Lease (Colorado) (rev 2024 03).docx,SmartStop Form Lease Amendment (Colorado).docx,Auto Pay form.docx.pdf  
Document Hash: 24484480  
Envelope ID: ENV60077573-1006-DABB-1937-CFBD  
Sender: SmartStop Admin  
Sent: 01/23/2025 11:11 AM MST  
Status: Completed  
Status Date: 01/24/2025 11:11 AM MST  
Terms of Service: Accepted

Access Authentication: None  
Email Access Code: Unchecked  
Email Verification: Not enabled

## Recipients / Roles

Name / Role	Email	Type
SmartStop Admin	DoNotReplyRSign@smartstop.com	Sender
South Shore Metro District	kstadler@southshoremetro.org	Signer

## Document Events

Name / Roles	Email	IP Address	Date	Event
SmartStop Admin	DoNotReplyRSign@smartstop.com	40.76.154.117	01/23/2025 11:11 AM MST	Created
South Shore Metro District	kstadler@southshoremetro.org	162.245.150.7	01/24/2025 11:11 AM MST	Signed
			01/24/2025 11:11 AM MST	Status - Completed

## Signer Signatures

Signer Name / Roles	Signature	Initials
South Shore Metro District		

## Terms of Service

I agree to sign electronically....

# SOUTHSHORE AT AURORA

Aurora, Colorado

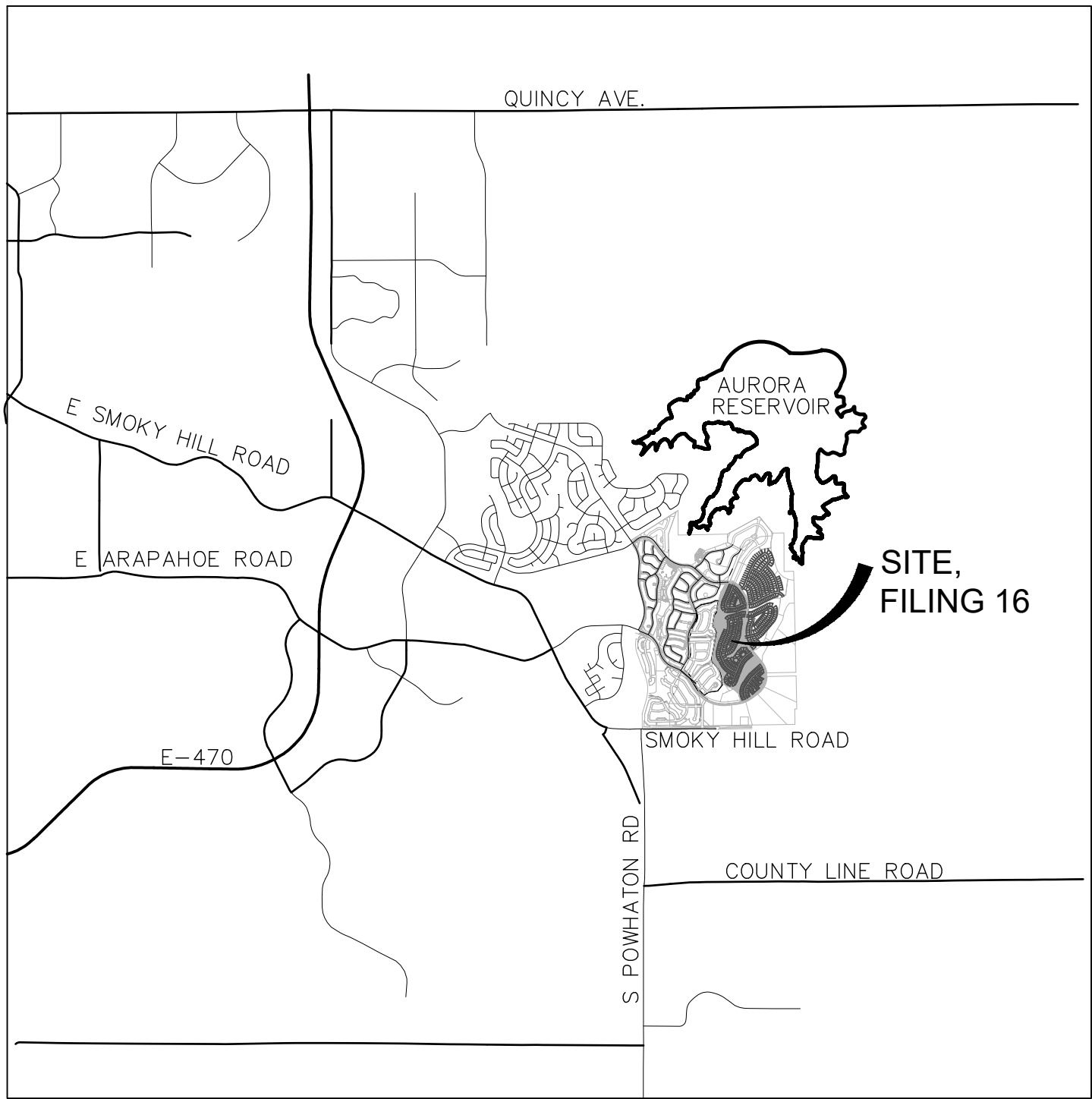
## FILING 16 - EROSION MITIGATION PLANS



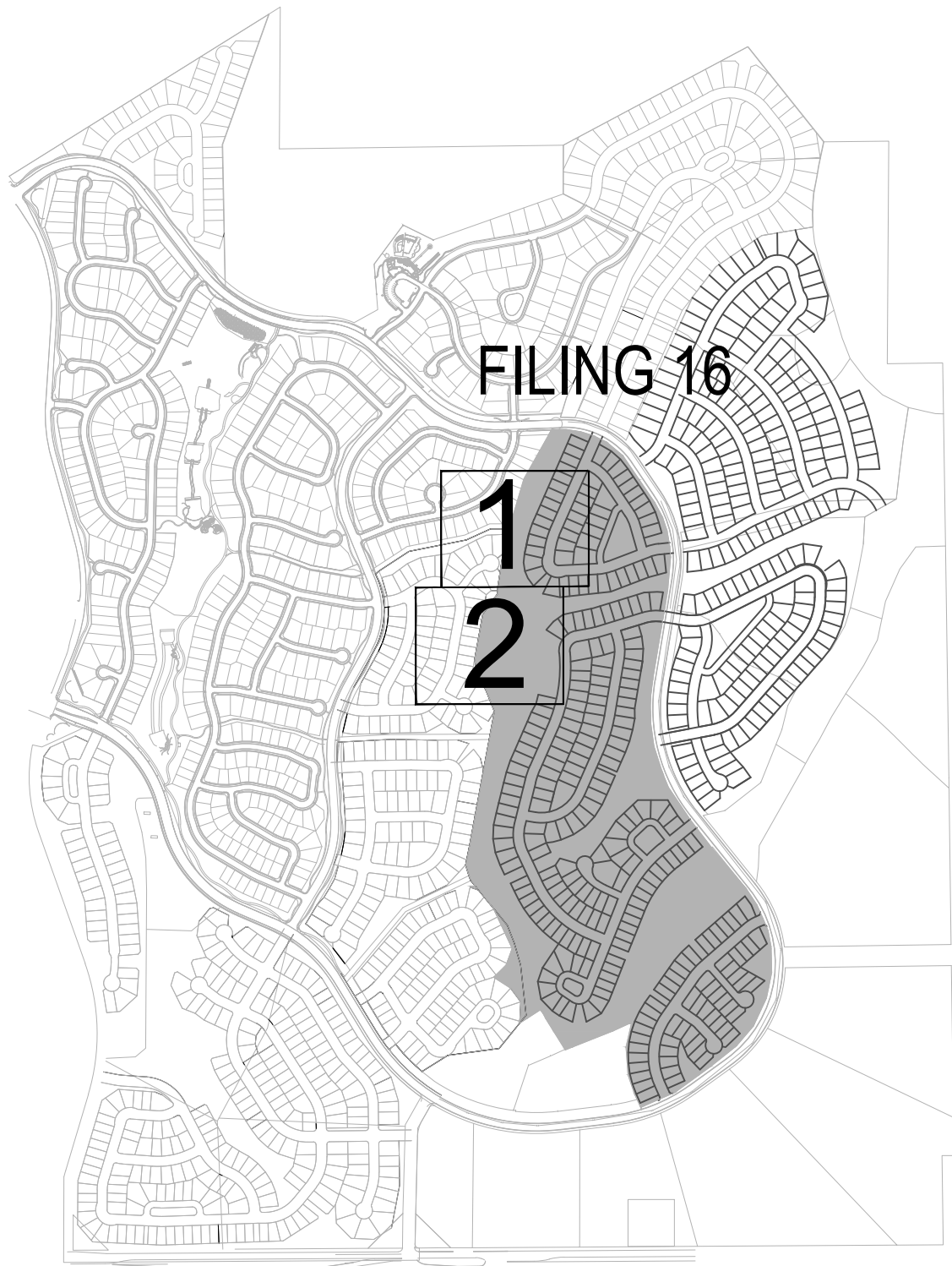
SOUTHSHORE

### DRAWING INDEX

LP-001	LANDSCAPE COVER
LP-002	NOTES AND SCHEDULES
LP-101	LANDSCAPE PLAN
LP-102	LANDSCAPE PLAN
LP-501	LANDSCAPE DETAIL



VICINITY MAP  
NOT TO SCALE



KEY MAP  
NOT TO SCALE



Prepared By:



Prepared For:

SOUTHSHORE METROPOLITAN DISTRICT  
KEVIN STADLER  
27301 E SOUTHSHORE DR  
AURORA, CO 80016

LANDSCAPE CONSTRUCTION DOCUMENTS  
ISSUED FOR BIDDING



**SOUTHSHORE AT AURORA**  
FILING 16 EROSION MITIGATION LANDSCAPE PLANS  
AURORA, COLORADO

OWNER:  
Southshore Metropolitan District  
Kevin Stadler  
27301 E Southshore Dr  
Aurora, CO 80016

FOR BIDDING  
PURPOSES  
NOT FOR  
CONSTRUCTION

DATE:  
BID SET - 12/09/2024

SHEET TITLE:  
TITLE  
SHEET

LP-001

GENERAL NOTES

1. THE CONTRACTOR AND OWNER'S REPRESENTATIVE SHALL CONTACT THE LANDSCAPE ARCHITECT FOR A PRE-CONSTRUCTION MEETING PRIOR TO START OF ANY WORK SHOWN ON THESE PLANS.
2. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
3. DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
4. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
5. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
7. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
8. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF ADDITIONAL COSTS ARE REQUESTED.
9. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
10. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
13. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
14. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
17. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS.
18. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
19. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
20. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
22. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
23. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
24. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
25. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
26. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
27. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
28. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
29. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
30. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
31. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS, DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES. ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
32. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INTERRUPTION OF ACCESS.
33. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

LAYOUT NOTES

1. WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
2. SHOULD SITE CONDITIONS BE DIFFERENT THAN WHAT IS INDICATED ON THE DRAWINGS CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY FOR CLARIFICATION.
3. CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED.
4. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
5. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER REGARDING WHO WILL PROVIDE SURVEY SERVICES FOR LAYOUT OF THE WORK.
6. THE CONTRACTOR SHALL REVIEW WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT ALL STAKING PRIOR TO SETTING FORMS OR COMPLETING FLATWORK AND PERFORM MINOR MODIFICATIONS AS REQUIRED TO ACHIEVE PROPER DRAINAGE OR ACCESSIBILITY AS REQUIRED FOR THE DESIGN, AT NO ADDITIONAL COST TO THE OWNER.
7. THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK. REFER TO IRRIGATION PLANS.
8. LAYOUT WALKS, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
9. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LANDSCAPE ARCHITECT PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK. SEE TECHNICAL SPECIFICATIONS.
10. WHEN APPLICABLE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY FENCING AROUND ALL PLAY STRUCTURES UNTIL PROPER FALL SURFACE IS COMPLETELY INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
11. CONTRACTOR IS RESPONSIBLE FOR SUPERVISING ALL SAFETY SURFACING AND PAVEMENT DURING THE CURING PROCESS.

PAVING NOTES

1. THE CONTRACTOR SHALL INSTALL OR COORDINATE INSTALLATION OF SLEEVING FOR IRRIGATION AND UTILITY IMPROVEMENTS PRIOR TO INSTALLING ALL PAVING. REFER TO IRRIGATION AND UTILITY PLANS FOR SIZE AND LOCATIONS.
2. CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR ALL SUB-GRADE COMPACTION UNDER PAVED AREAS. REFER TO PLANS, DETAILS, SPECIFICATIONS OR GEOTECHNICAL REPORTS WHICH IDENTIFY COMPACTION REQUIREMENTS. COORDINATE ALL COMPACTION TESTING WITH OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPLACEMENT OF ANY PAVING THAT CRACKS OR MOVES RESULTING FROM IMPROPER COMPACTION.
3. CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
4. LAYOUT ALL SURFACING, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
5. CONTRACTOR SHALL COORDINATE A FORM INSPECTION WITH THE OWNER'S REPRESENTATIVE NO LESS THEN 24 HOURS PRIOR TO PLACEMENT OF ANY SURFACING.
6. CONCRETE EDGES, SAW CUTS AND/OR TROWELED SCORE JOINTS SHALL BE CRISP, CLEAN, COMPLETE AND NEAT IN APPEARANCE. LOCATE ALL JOINTS AS IDENTIFIED ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
7. ALL EXPOSED PAVING SHALL BE FINISHED PER DETAILS.
8. CONTRACTOR SHALL PROVIDE ALL PROTECTION AND FACILITIES NECESSARY TO INSURE PROPER CURING AND FINISH OF PAVING.

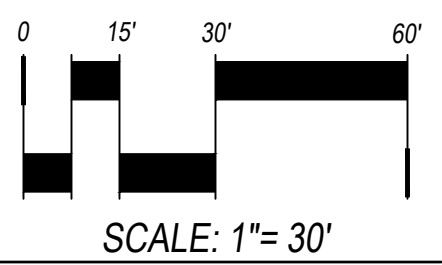
DEMO NOTES

1. ALL UTILITIES INDICATED ON THE DRAWINGS REFLECT APPROXIMATE LOCATIONS. THE CONTRACTOR IS TO VERIFY EXACT LOCATIONS OF BOTH EXISTING AND PROPOSED UTILITIES PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES, WALKWAYS OR OTHER EXISTING STRUCTURES AND IMPROVEMENTS THAT IS A RESULT OF THEIR WORK. THE REPAIR OF SUCH DAMAGE WILL BE AT NO ADDITIONAL COST TO THE OWNER. DOCUMENT ALL EXISTING DAMAGES PRIOR TO BEGINNING WORK. ANY DAMAGES NOT DOCUMENTED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. THE EXISTING CONDITIONS PLAN INDICATES THE APPROXIMATE LOCATIONS OF WORK ITEMS WHICH WILL BE REQUIRED AS PART OF THIS CONTRACT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE SITE AND TO VERIFY THE QUANTITIES AND LOCATIONS OF ITEMS TO BE CLEANED UP AND REMOVED.
4. ALL USEABLE SALVAGED MATERIALS TO BE TURNED OVER TO THE OWNER'S REPRESENTATIVE UNLESS OTHERWISE INDICATED.
5. IF APPLICABLE, SALVAGE EXISTING IRRIGATION HEADS TO BE RELOCATED / REUSED AS INDICATED ON THE IRRIGATION PLAN.
6. SEE GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS FOR FURTHER INFORMATION AND REQUIREMENTS.
7. THE CONTRACTOR SHALL TAKE MEASURES TO PROTECT THE EXISTING TREES ON THE SITE FROM ANY DAMAGES DURING THE PROGRESS OF WORK.
8. THE CONTRACTOR IS RESPONSIBLE FOR SECURITY OF THE SITE WHEN LEFT UNATTENDED. FENCES AND OR BARRICADES SHALL BE MAINTAINED ALONG THE LIMITS OF CONSTRUCTION.
9. KEEP THE PREMISES CLEAN AND ORDERLY DURING CONSTRUCTION. DISPOSE OF ALL REMOVED MATERIALS AT AN APPROVED DUMP SITE WITHIN 24 HOURS OF REMOVAL. STOCKPIILING ON THE SITE WILL BE ALLOWED ONLY WITH APPROVAL FROM THE OWNER'S REPRESENTATIVE. SCHEDULE REMOVALS TO INSURE THAT NO PARTIALLY DISASSEMBLED EQUIPMENT'S LEFT ON SITE OVERNIGHT. REMOVE EXISTING PLAYGROUND SURFACING. FILL PLAY AREA WITH CUT MATERIAL AND MATCH PROPOSED GRADES ON GRADING PLAN.
10. ALL ADJACENT LANDSCAPE, UTILITIES, SIGNS AND HARDSCAPE SHALL REMAIN UNDISTURBED UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER'S REPRESENTATIVE.
11. IF UNEXPECTED CONDITIONS ARE ENCOUNTERED DURING DEMOLITION, NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY FOR RESOLUTION.

MATERIALS SCHEDULE								
	DESCRIPTION	PRODUCT NAME	MANUFACTURER	CONTACT	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
M-01	ROCK MULCH	HORIZON	PIONEER SAND (OR APPROVED EQUAL)	PIONEERSAND.CO M	BROWN, TAN, GRAY	1.5"	3/LP-501	
M-02	COBBLE MULCH	HORIZON	PIONEER SAND (OR APPROVED EQUAL)	PIONEERSAND.CO M	BROWN, TAN, GRAY	5-12"	3/LP-501	
M-03	METAL EDGER	N/A	RYERSON (OR APPROVED EQUAL)	855.793.7766	BLACK	4" X 14	7/LP-501	OR APPROVED EQUAL
M-04	LANDSCAPE BOULDER	RIVER BOULDERS	BURNCO	BILL SCHELL (970) 539-1418	BROWN, TAN, GRAY	VARIES	1/LP-501	
M-05	LANDSCAPE FABRIC	MIRASCAPE E	MIRAFI	N/A	N/A	N/A	N/A	OR APPROVED EQUAL
M-06	CHASE DRAIN	DIAMOND PLATE NON SLIP	N/A	N/A	GALVANIZED	1' WIDE	N/A	CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL

## AURORA, COLORADO

P-101



CHECKED BY: IP  
DRAWN BY: IP, HV

SOUTHSHORE AT AURORA  
FILING 16 EROSION MITIGATION LANDSCAPE PLANS  
AURORA, COLORADO

OWNER:  
Southshore Metropolitan District  
Kevin Stadler  
27301 E Southshore Dr  
Aurora, CO 80016

FOR BIDDING  
PURPOSES  
NOT FOR  
CONSTRUCTION

DATE:  
BID SET - 12/09/2024

SHEET TITLE:  
LANDSCAPE  
PLAN

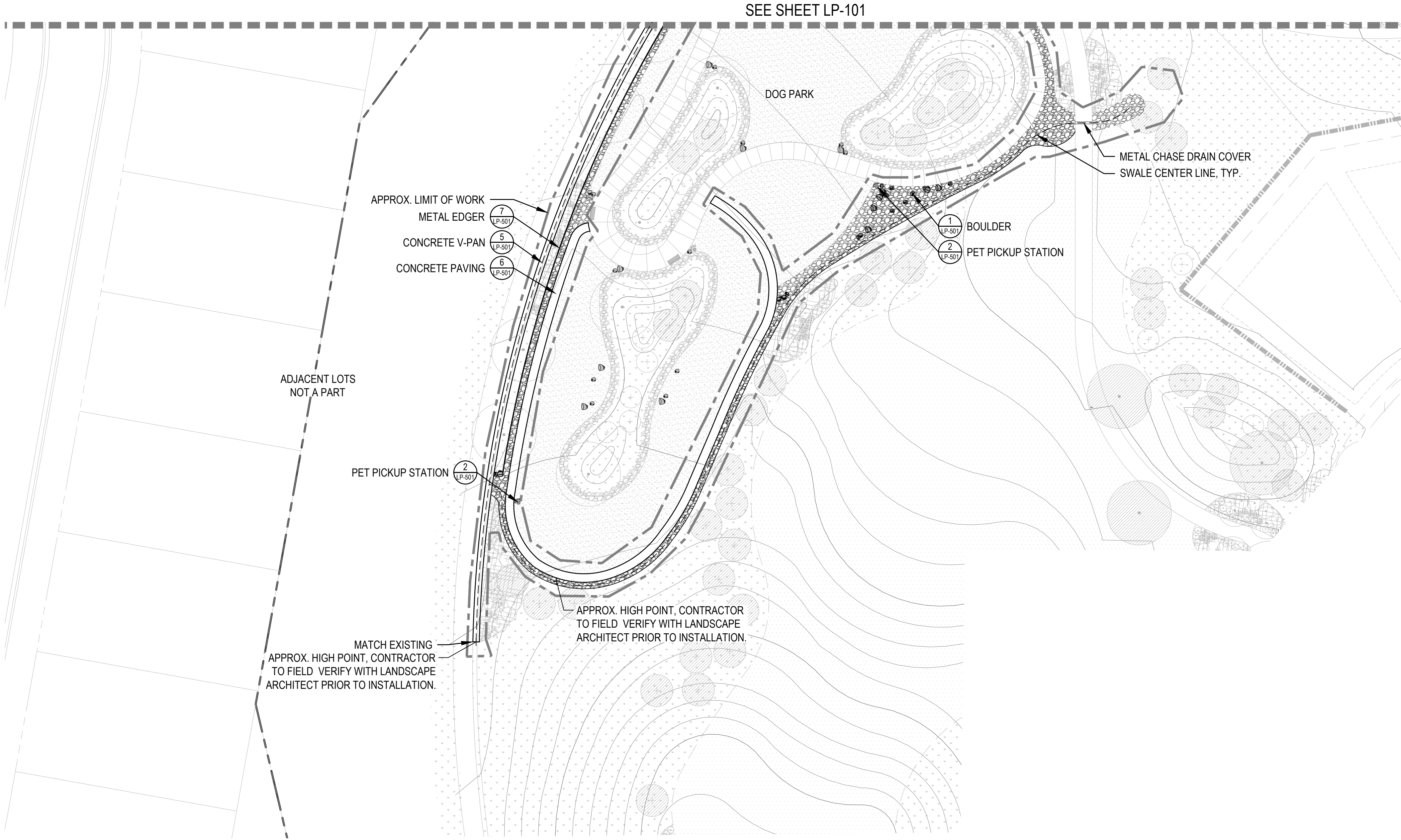
LP-102

PROPOSED SCHEDULE

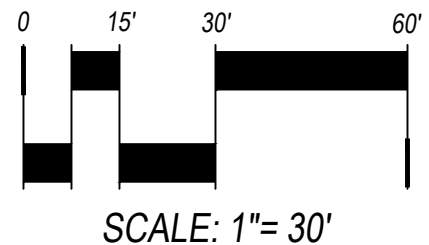
- METAL EDGER
- LIMIT OF WORK
- MATCHLINE
- ROCK COBBLE

EXISTING LEGEND

- PAVING
- STEEL EDGER
- RIGHT OF WAY
- LIMIT OF WORK
- MOW LINE
- SOD
- NATIVE SEED
- PERENNIALS
- ANNUALS
- ROCK COBBLE
- CRUSHER FINES
- STREET TREE  
(BY HOME BUILDER)
- CANOPY / EVERGREEN  
REPLACEMENT T.E.  
(COA LANDSCAPE  
REQUIREMENT ONLY)
- CANOPY TREE
- EVERGREEN TREE,  
(6' HEIGHT UNLESS  
OTHERWISE NOTED)
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL  
GRASSES
- 42" WOOD FENCE WITH  
BRICK COLUMNS
- 42" THREE-RAIL FENCE  
ADJACENT TO OPEN SPACE
- BRICK, FENCE COLUMN
- PRIMARY NEIGHBORHOOD  
ENTRY MONUMENT
- BENCH
- TRASH RECEPTACLE
- PET PICK-UP STATION
- STREET LIGHT
- SOUTHSHORE PARK  
BOLLARD LIGHT

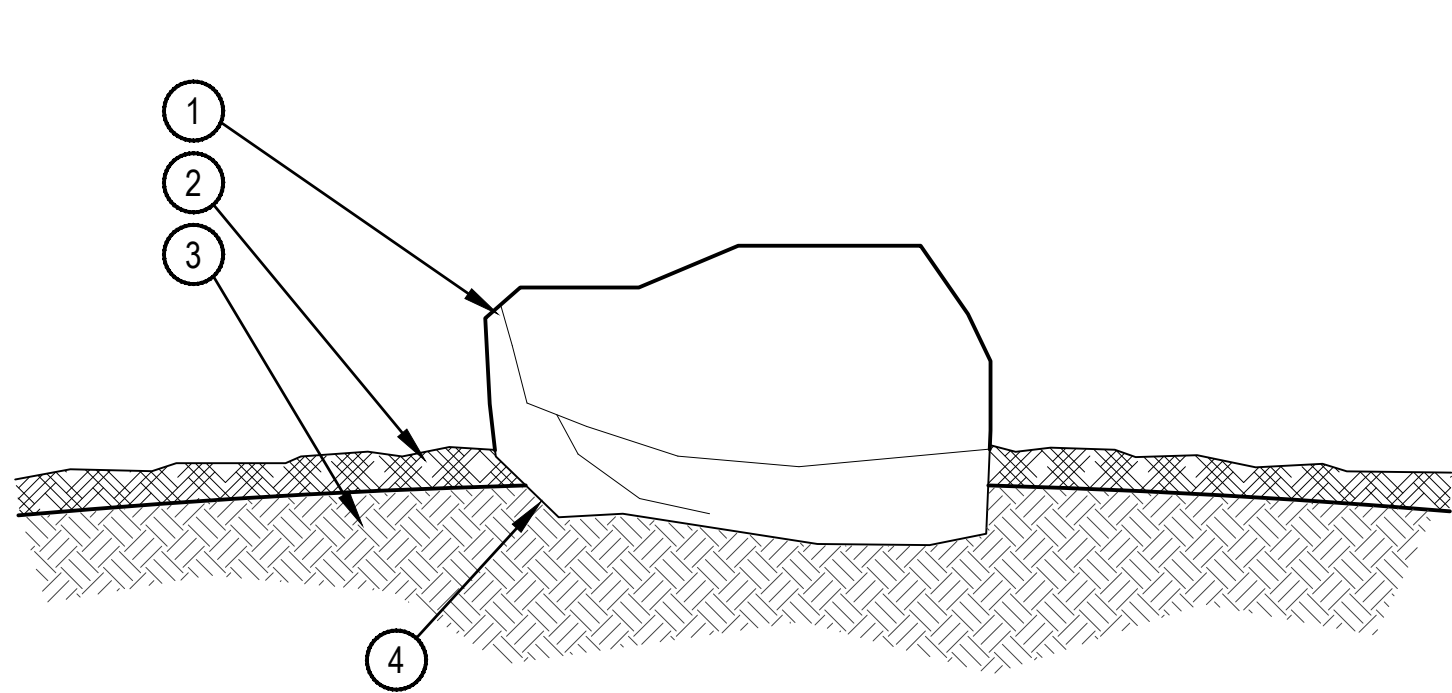


KEY MAP



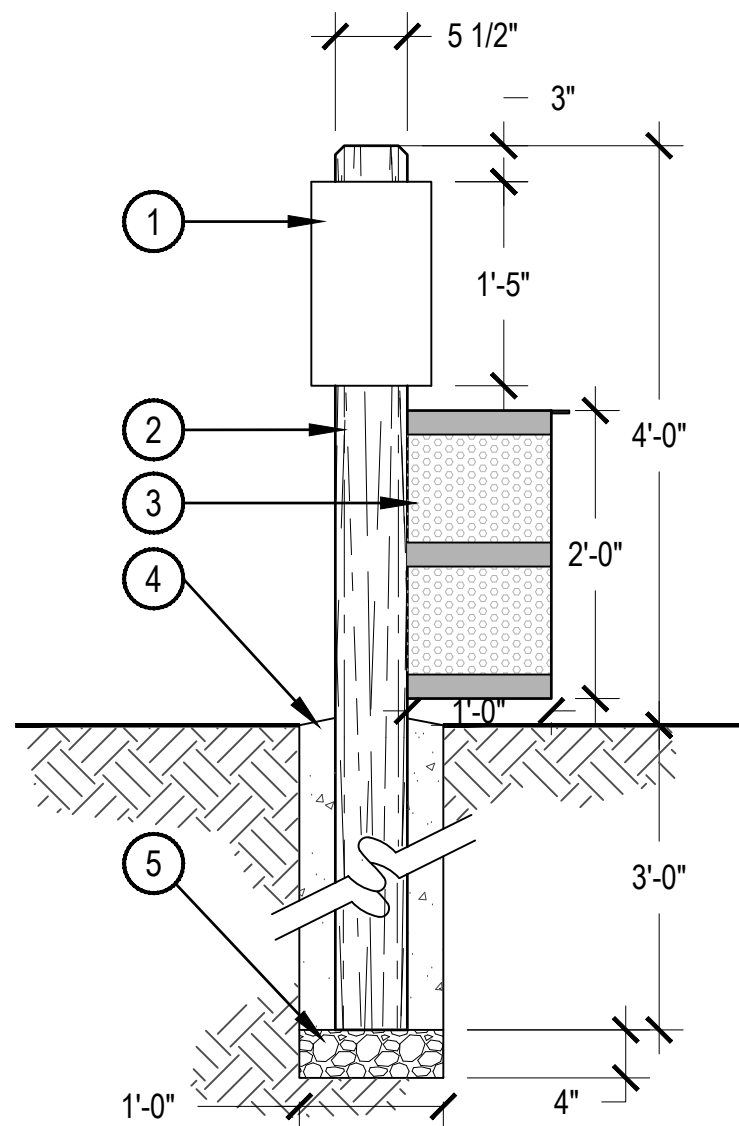
SCALE: 1"= 30'

CHECKED BY: IP, HV  
DRAWN BY:



REQUIRED BOULDERS:  
(34%) - 1 1/2 TON BOULDERS  
(33%) - 1 TON BOULDERS  
(33%) - 3/4 TON BOULDERS

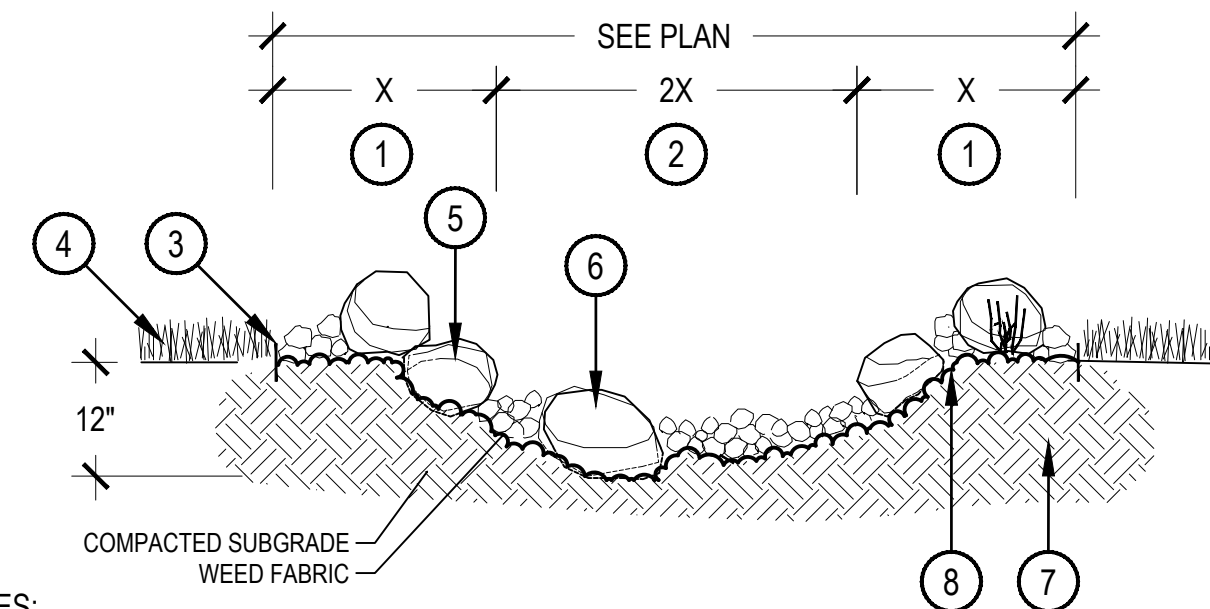
- 1 RIVER ROUNDED GRANITE BOULDERS TO MATCH SPECIFIED TAN HORIZON COBBLE FROM PIONEER SAND. CONTRACTOR SHALL SUBMIT PHOTOS FOR APPROVAL.
- 2 ADJACENT LANDSCAPE, RE: PLAN
- 3 SUBGRADE
- 4 PARTIALLY BURY BOULDER FOR NATURAL APPEARANCE



- 1 DOG-ON-IT PARKS MUTT MITT DISPENSER; ITEM: 7404 (OR APPROVED EQUAL)
- 2 4X6 SMOOTH CEDAR WOOD POST - STAIN TO MATCH CEDAR FENCING
- 3 MUTT MITT 10 GAL. WASTE RECEPTACLE IN BLACK POWDER COAT FINISH WITH HINGED LID; 16 GAUGE PERFORATED STEEL. MODEL# WR-10-B
- 4 CONCRETE FOOTER
- 5 3/4" ANGULAR ROCK



CHARACTER IMAGE



NOTES:

1. BACKFILL MATERIAL SHOULD NOT CONTAIN ROCKS OR HARD CLAY.
2. SIDES AND BASE OF SWALE SHOULD BE CLEAR OF LARGE ROCKS AND OTHER DEBRIS. ANY REMAINING ROCKS OR DEBRIS SHOULD BE LESS THAN 1/4" AND SHOULD NOT HAVE SHARP EDGES.
3. REFER TO ENGINEER'S PLAN FOR ADDITIONAL GRADING INFORMATION.
4. BOULDERS/ROCKS SHALL BE COLORADO MOSS ROCK AVAILABLE FROM LOCAL QUARRY. CONTACT LANDSCAPE ARCHITECT TO REVIEW STONE AT SUPPLIER'S YARD PRIOR TO SHIPPING.
5. ROCKS AND BOULDERS SHALL NOT HAVE SHARP EDGES.
6. USE LARGER RIVER ROCK (6") IN AREAS WHERE STORMWATER IS DAYLIGHTED.
7. RIVER ROCK MULCHES SHALL BE A HOMOGENOUS MIXTURE OF STONE SIZES.
8. SEE ENGINEERING PLANS FOR DEPTHS OF SWALE.
9. SWALE SHALL HAVE PRONOUNCED SLOPE FROM ADJACENT AREAS TO CENTER OF SWALE AFTER PLACEMENT OF ROCK MULCH.

- 1 (25%) ROCK MULCH & (75%) COBBLE IN THIS ZONE
- 2 (50%) ROCK MULCH & (50%) COBBLE IN THIS ZONE
- 3 METAL EDGER IF ADJACENT TO LAWN AREA
- 4 ADJACENT LANDSCAPE OR HARDSCAPE, SEE PLANS
- 5 2'-4" DIAMETER BOULDERS AT SWALE EDGE (SEE PLAN FOR SIZE AND LOCATIONS)
- 6 SET RANDOM 2'-4" DIAMETER BOULDERS IN STREAM (SEE PLAN FOR SIZE AND LOCATION)
- 7 COMPACTED SUBGRADE
- 8 WEED FABRIC

## 1 BOULDER

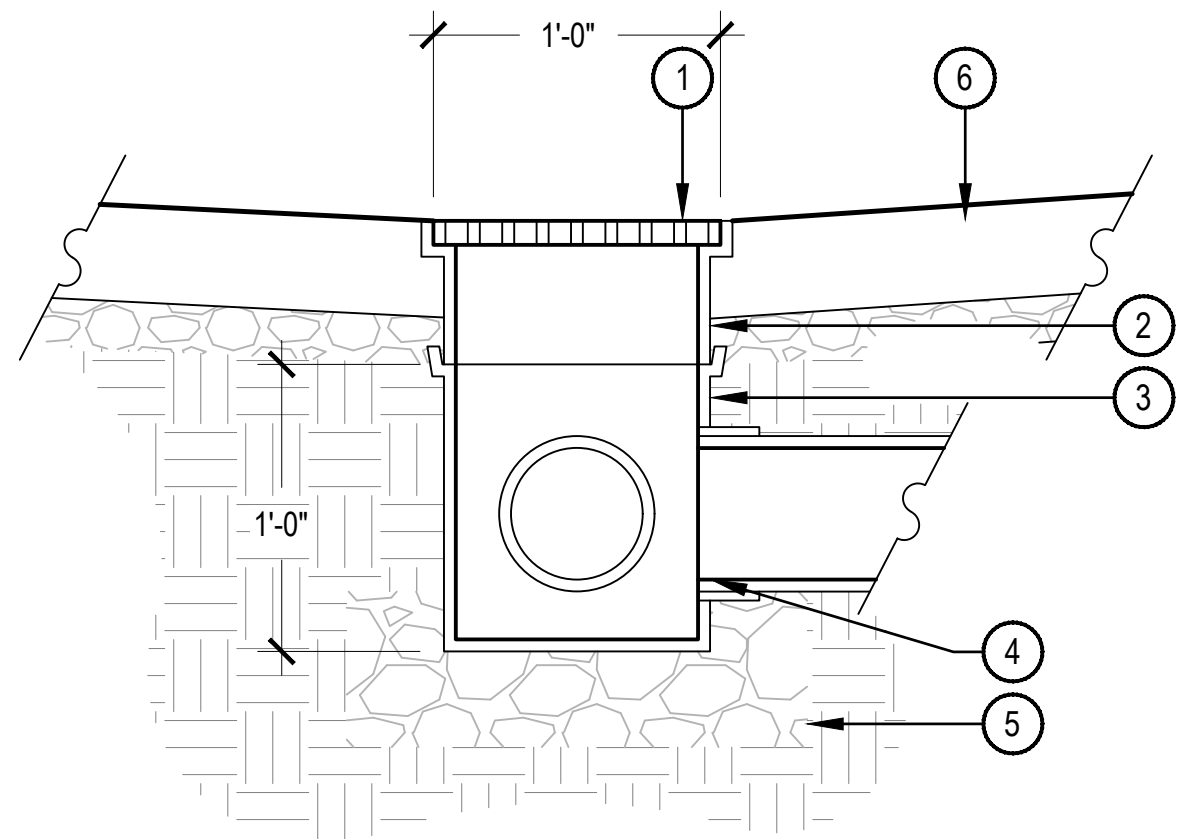
SCALE: 3/4" = 1'-0"

## 2 PET PICKUP STATION

SCALE: 3/4" = 1'-0"

## 3 COBBLE SWALE

SCALE: 1/2" = 1'-0"



NOTES:

1. SLOPE SURROUNDING GRADE TO DRAIN.
2. COORDINATE ALL ELEVATIONS AND CONNECTIONS WITH CIVIL ENGINEER.

## 4 DRAIN INLET

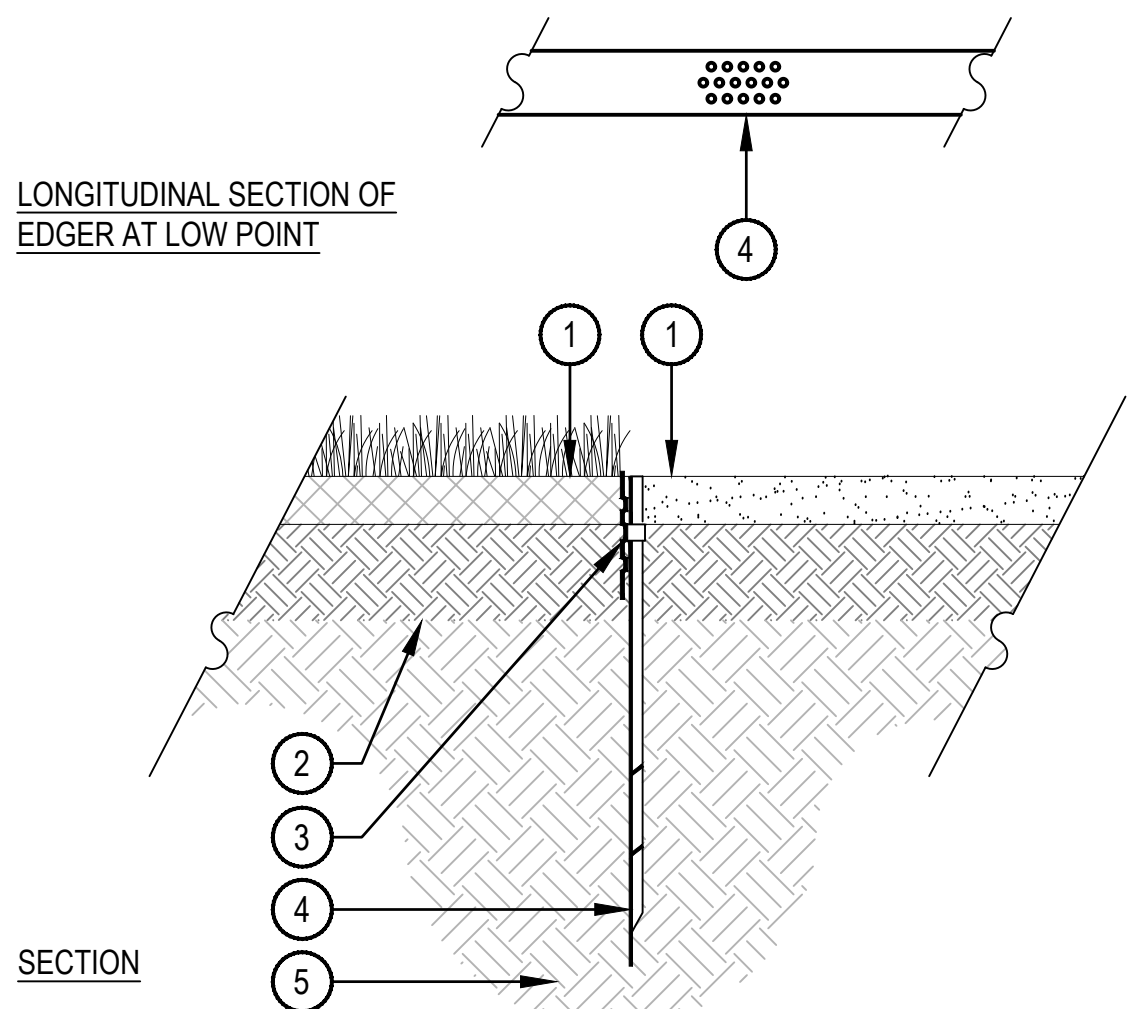
SCALE: 1 1/2" = 1'-0"

## 5 TRAIL WITH V-PAN

N.T.S.

## 6 CONCRETE PAVING

SCALE: 3" = 1'-0"



NOTES:

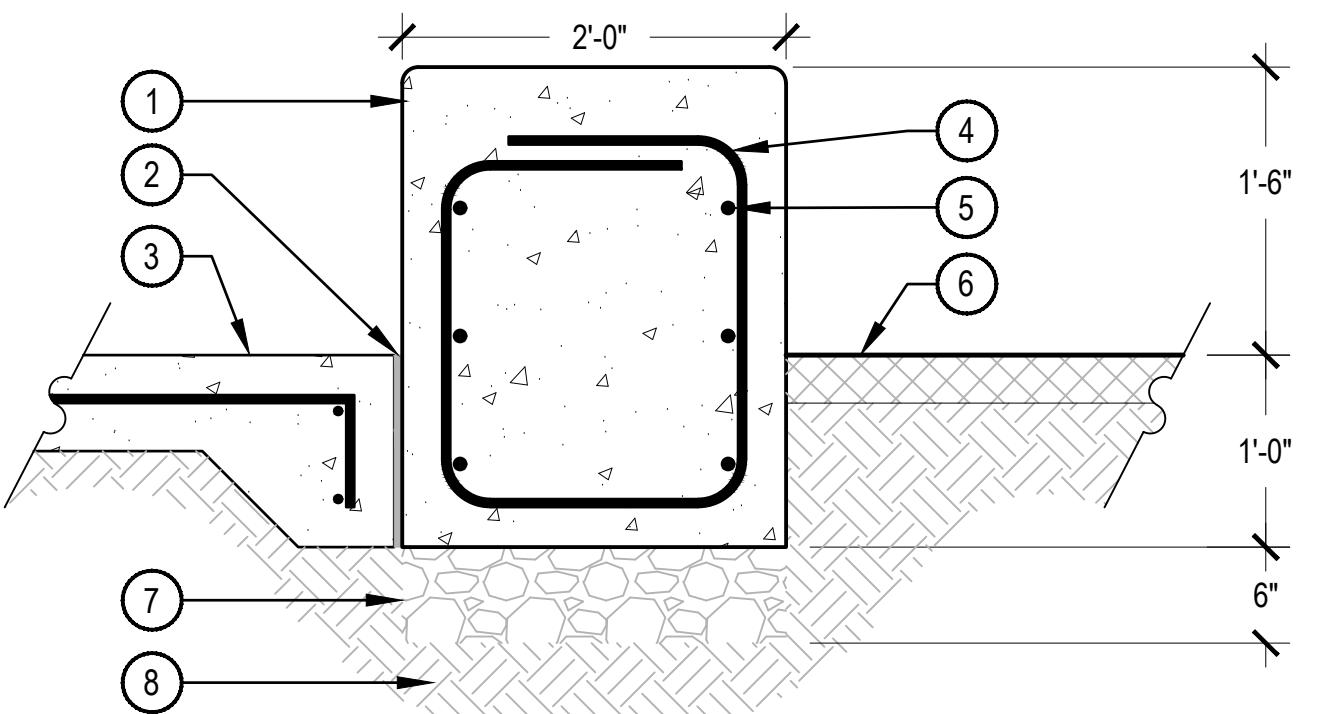
1. THERE SHALL BE NO EXPOSED SHARP/ JAGGED EDGES.
2. CONTRACTOR SHALL INSTALL STAKES AS REQUIRED BY THE MANUFACTURER.
3. ENSURE POSITIVE DRAINAGE.

## 7 METAL EDGER

SCALE: 1" = 1'-0"

## 8 FREESTANDING CONCRETE SEATWALL

SCALE: 1" = 1'-0"



NOTES:

1. NORRIS DESIGN HAS PROVIDED THIS DETAIL FOR REFERENCE, THIS DETAIL HAS NOT BEEN ENGINEERED.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5,000 PSI AT 28 DAYS.
3. MINIMUM BURY DEPTH ON ALL REBAR SHALL BE 2'-1/2".
4. VERTICAL CONTROL JOINTS SHALL BE 10' ON CENTER WITH EXPANSION JOINTS 50' ON CENTER, UNLESS OTHERWISE NOTED.
5. VERTICAL FACES OF WALL SHALL BE PLUMB, WITH NO INCONSISTENCIES GREATER THAN 1/4" IN 10'-0" MEASURED IN ANY DIRECTION ALONG THE FACE OF THE WALL.
6. SEATWALL SHALL BE INSTALLED SO HORIZONTAL CURVES ARE SMOOTH AND FREE-FLOWING AS SHOWN ON PLANS.

- 1 CONCRETE SEATWALL, 1" RADIUS ON ALL EXPOSED CORNER, SMOOTH FINISH
- 2 EXPANSION JOINT
- 3 SURROUNDING HARDSCAPE
- 4 #4 REBAR LOOP, 24" ON CENTER DOWN EACH FACE OF WALL
- 5 (3) #6 REBAR EQUALLY SPACED (VERTICALLY) ON EACH SIDE, CONTINUOUS DOWN LENGTH OF WALL, OVERLAP SPLICES 12"
- 6 SURROUNDING LANDSCAPE, REFER TO PLANS
- 7 COMPACTED AGGREGATE BASE
- 8 SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

# RESTATED MANAGEMENT RETAINER AGREEMENT

## ARTICLE I Recitals

### A. SERVICES COVERED BY THIS AGREEMENT:

Development: **Southshore Metropolitan District**

**Management of Amenity Facilities and Common Areas (the "Property")**

Location:

Lakehouse at Southshore

27151 E. Lakeview Drive Aurora, CO 80016

Lighthouse at Southshore

27301 E. Southshore Drive Aurora, CO 80016

Declaration Recordation No.: N/A

Tract No.: N/A

# of Retail Units/Lots: 1960 Lots

Development Type: 2 Amenity Facilities plus Common Areas that service 1960 Single Family Units

### B. "METROPOLITAN DISTRICT" AS A PARTY TO THIS AGREEMENT:

Metropolitan District: Southshore Metropolitan District (fka Southshore Metropolitan District No. 2)

Mailing Address: The Management Trust

7555 E. Hampden Avenue, Suite 501, Denver CO 80231

### C. "COMPANY" AS A PARTY TO THIS AGREEMENT:

Name: The Management Association, Inc., dba The Management Trust Colorado

Address: 7555 E. Hampden Avenue, Suite 501, Denver CO 80231

Principal: William B. Sasser, Chief Executive Officer

### D. DEFINITIONS:

**"Amenity Facilities"** means the Lakehouse and the Lighthouse, located at the addresses listed above, including the Pool Facilities.

**"Base Fee"** shall mean the monthly fee identified in Section 9 and covers Company's basic contractual services and usual and customary office expenses, exclusive of all additional or extraordinary services that may occur by Board direction as identified in Section 10 or Exhibit A of this Agreement.

**"Board" or "Board of Directors"** shall mean the Board of Directors of the Metropolitan District, elected or appointed pursuant to State law.

**"Budget"** shall mean a written, itemized estimate of the expenses to be incurred by the District to operate the Amenity Facilities.

**"Common Areas"** shall mean all the real property and improvements, including without limitation, streets, open parking areas, landscape areas and recreational facilities, which are owned, operated and/or maintained by the Metropolitan District listed above for the common use and enjoyment the Metropolitan District's residents and taxpayers. The landscaping of the Common Areas is being provided by the Landscaper pursuant to the Landscape Agreement.

**"Company"** shall mean The Management Trust – Colorado Division.

**"Dedicated Staff"** shall mean employees of Company that are hired and perform services for the exclusive benefit of the Metropolitan District and whom may or may not be located on the premises of Metropolitan District as their primary place of employment.

**"Director"** shall mean any member of the Board.

**"District Manager"** means Public Alliance LLC, or its successor as the entity providing management services to the District.

**"Fees"** As used in this Agreement, the term **"Fees"** shall mean those tolls, rates, fees and charges for services and facilities established and approved by the Board. At the time of this Agreement, the District has established no Fees but the Board reserves the right to do so in the future.

**"Governing Documents"** shall include but not be limited to the Service Plan, the Metropolitan District's Bylaws, as amended from time to time, resolutions and policies.

**"Landscape Agreement"** means the Landscape Management Agreement between Metropolitan District and Landscaper, or the successor to any such agreement.

**"Landscaper"** means Cox Professional Services, LLC, or its successor as the entity providing landscape services for the Common Areas.

**"Metropolitan District"** shall mean Southshore Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

**"Pool Facilities"** shall mean the pools located at the Lighthouse and the Lakehouse, along with the Boathouse facility located at 6703 South Robertsedale Way, Aurora, Colorado, which are being managed by the Pool Manager under the Recreation Facilities Agreement.

**"Pool Manager"** means Front Range Recreation, or its successor as manager of the Lighthouse, Lakehouse and Boathouse.

**"Recreational Facilities Agreement"** means the Recreational Facilities Management Agreement between the Metropolitan District and the Pool Manager, or any successor agreement.

**"Service Plan"** means the Consolidated Service Plan of Southshore Metropolitan District Nos. 1 and 2 approved by the City of Aurora in February 2002.

**“Special District Act”** means Title 32, Article 1, C.R.S.

## **E. MISCELLANEOUS**

In consideration of the covenants herein, the Metropolitan District enters into this Agreement with Company to manage the Property provide the Services for the compensation provided in Section 9 and for the term in Section 12, subject to the terms and conditions in the "Scope of Services," set forth hereafter (as set forth herein, the "**Services**").

This Agreement supersedes any and all prior representations, understandings and communications of the parties, including without limitation the Management Retainer Agreement effective as of April 1, 2024, and may be modified only by written agreement of the parties. Any oral agreements or modifications are expressly invalid.

This Agreement will be construed in accordance with, and governed by, the laws of the State of Colorado without regard to choice of law analysis. If any term, provision, covenant or condition of this Agreement, including the Scope of Services, should be found by a Court of competent jurisdiction to be invalid, all other provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

Any pronoun used shall mean and include the masculine and the feminine, the singular or the plural number and jointly and severally, individuals, firms or corporations, and each of their respective successors, executors, administrators, and assignees as the context so indicates.

If any legal proceeding is necessary to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and legal costs, in addition to any other relief to which such party may be entitled. The parties agree that this Agreement shall be effective as of the date set forth in Section 12.

The person signing on behalf of Metropolitan District is a duly elected or appointed Director and has due authority to execute this Agreement.

**ARTICLE II**  
**Scope of Services**  
**APPOINTMENT AND ACCEPTANCE**

In consideration of the mutual promises, covenants, and conditions set forth herein and pursuant to the Governing Documents, Metropolitan District hereby appoints the Company to provide the Services, and Company hereby accepts the appointment on the terms and conditions set forth herein, to assist the Board in delivering the Services.

The relationship between the Metropolitan District and Company is one of principal and agent. It is further expressly understood and agreed that Company's employees, officers, directors, shareholders, and other representatives of Company are not parties to this Agreement and are not and shall not be deemed employees of the Metropolitan District.

The Metropolitan District represents that it is duly organized under the laws of the State of Colorado.

## 1. **COMPANY'S SERVICES AND RESPONSIBILITIES**

- 1.1 Company shall utilize its experience, professional skills and knowledge to assist the Board and its committees in accordance with generally accepted industry standards in the area of property management.
- 1.2 Pursuant to this Agreement, the Board hereby authorizes Company to carry out Company's duties set forth in this Agreement on behalf of the Metropolitan District. The Metropolitan District retains legal liability for any and all acts and occurrences which relate to the actions of the Metropolitan District and its actions concerning the Property covered by this contract. Company must provide the Services Property in compliance with the Governing Documents and all applicable laws.
- 1.3 The Company will undertake reasonable efforts to implement the lawful decisions of the Board of Directors in accordance with the terms and conditions of this Agreement. Company will not be obligated to implement any decision which:
  - a) is contrary to the terms of this Agreement, industry standards, applicable laws or Governing Documents;
  - b) falls within the scope of the District Manager's responsibilities under its service agreement(s) with the Metropolitan District;
  - c) outside of Company's expertise, knowledge or licenses; or
  - d) could involve transactions, activities, services or time that are not expressly set forth in this Agreement.Subject to Section 2.4, the Company may hire other professionals as necessary and proper to discharge its duties under this Agreement. However, such hires shall only be made with the prior written approval of the Metropolitan District. The Metropolitan District will be responsible for the costs associated with these approved professionals.
- 1.4 Manage the Recreational Facilities Agreement and the Landscape Agreement and supervise the implementation of those agreements by the Pool Manager and Landscaper, respectively. Serve as the liaison between the Pool Manager, the Landscaper other vendors and the Manager.

## 2. **FINANCIAL MANAGEMENT**

- 2.1 **Disbursement Authorization:** The Company is authorized to make expenditures up to \$1,500.00 that are not expressly identified in the Metropolitan District's annual budget, provided such expenditures are deemed necessary and reasonable under the circumstances. The Company shall provide a monthly accounting to the Manager and the Board for all such expenditures. Additionally, the Company is authorized to make routine and customary expenditures as prescribed by the Board and/or in accordance with the Metropolitan District's approved operating budget. For any

unbudgeted or extraordinary expenses exceeding \$1,500.00, the Company must obtain prior approval. Expenditures from \$1,500-\$5,000 must be approved by the President of the Metropolitan District. Expenditures from \$5,000-\$10,000 must be approved by the President and one other Director. Any expenditure exceeding \$10,000 requires prior approval from the Board at a public meeting.

Notwithstanding anything herein to the contrary, Company will not make expend more than an aggregate of \$15,000 in any calendar month (regardless of the size of individual expenditures) without prior Board approval.

Emergency repairs involving imminent danger to life or property, or immediately necessary for the preservation and safety of property, or for the safety of residents, or required to avoid the suspension of any necessary service to the Property, may be made by the Company irrespective of the cost limitation imposed by this section, provided that Company shall endeavor to inform the President or Vice President of the Metropolitan District and the Manager of the matter as soon as practicable.

- 2.2 **Accounting and Financial Records:** Company will maintain a set of records in accordance with generally accepted accounting principles that will be made available to Metropolitan District, the Manager, or their authorized representatives, upon request. to substantiate any invoices and payments made in conjunction with the Scope of Services within this agreement. Company will maintain records for a period of up to two (2) years after the termination of this Agreement.

- a. Company will cooperate with the Metropolitan District's Certified Public Accountant in any requested review of the Metropolitan District's financial records as defined in this section. Metropolitan District shall pay Company for this service as set forth in Exhibit A.

- 2.3 **Budget Preparation:** Company will prepare and submit to the Board a proposed budget for the staffing services related to Amenity Facilities and Common Areas annually. Any budget draft will be subject to final approval by the Board and the Board shall retain full responsibility for the appropriateness of data contained in the budget. Any decision to adopt Company's proposed budget, or to amend it for adoption will be reserved to and exercised solely by the Board.

- 2.4 **Reserve Study:** Company shall perform a reserve study for the Metropolitan District in accordance with pricing set forth in Exhibit A in 2025 and (unless requested by the Board otherwise) every third year thereafter.

### 3. **PHYSICAL MANAGEMENT**

- 3.1 Company will assist the Board in the upkeep, maintenance and management of the Property and related equipment, pursuant to the Metropolitan District's Governing Documents and within the scope of this Agreement.
- 3.2 Company will receive maintenance requests and/or complaints concerning the Property and related equipment, and communicate them to appropriate Metropolitan District contractors and vendors for correction, repairs, and maintenance within the scope of this Agreement.
- 3.3 Company will provide a 24-hours per day, 7 days per week call center to assist or refer emergencies related to the Property, and Company will provide electronic text communication homeowner services (Text Trusty A.I.). Company shall be paid an

hourly rate for all after-hours service call responses, and Trusty A.I. services as set forth in **Exhibit A**.

- 3.4 Company or Dedicated Staff will perform up to once per month, general review of the Common Areas, from ground level, and will submit findings, action taken and recommendations to the Board of Directors, to assist in preserving the aesthetics of the Common Areas, weather and environmental health conditions permitting. Company shall also make additional periodic reviews of the Common Areas as it deems necessary to satisfy its duties under the terms of this Agreement. The Company shall not be required to review the Common Areas during its reviews from any other perspective than from ground level. Company is authorized by Metropolitan District to initiate routine repairs to the Common Areas and Amenity Facilities within the parameters defined in Section 2 of this Agreement. Company shall perform daily/weekly site reviews of the Amenity Facilities as required.

- 3.5 Bids and Quotations for Hiring, Supervising and Discharging Third Party Contractors and Vendors:

If directed by the Manager or the Board, Company or Dedicated Staff shall manage the bidding process for the Metropolitan District with respect to contracts with third parties for goods, materials and services that Company believes, in its reasonable judgment are expected or likely to exceed \$5,000.00. Those items for which the Manager or the Board requests bids that are in the Company's reasonable judgment likely to cost less than \$5,000.00 will not be let out for bid, and Company shall be under no duty to solicit bids for those items. Should the Manager or the Board wish for Company to solicit bids for an item costing less than \$5,000.00, Company shall be entitled to an hourly fee in accordance with Section 10 of this Agreement. The phrase "goods, materials and services" shall be broadly construed to include every kind of goods, materials and services including, but not limited to, those supplied by architects, governmental agencies, insurance agents and companies, landscapers, maintenance workers, repair workers and all other similarly situated contractors/vendors of the Metropolitan District.

When bids are required or desired, Company or Dedicated Staff shall assist the Metropolitan District in obtaining one or more bids from contractors or vendors. Company shall use reasonable commercial efforts in researching vendors and contractors, but cannot and does not make any warranties or representation as to the capability or quality of the work or services of any particular vendor or contractor.

a. Minimum Amount. Company will, upon receipt of instructions or upon resolution of the Board or at the request of the Manager, request bids from vendors/contractors of Company's selection, with a minimum of two (2) and a maximum of three (3) bids for the types of third-party goods or services that Company believes, in its sole discretion, are likely to cost \$5,000.00 or more. Those items for which the Board requests bids that are in the Company's sole discretion likely to be less than \$5,000.00 will not be let out for bid, and Company shall be under no duty to solicit bids for those items. Should the Board or the Manager wish for Company to solicit bids for an item costing less than \$5,000.00, Company shall be entitled to an hourly fee in accordance with Section 10 and Exhibit A of this Agreement.

b. Project Specifications. With the assistance of Company, Dedicated Staff, or the support of qualified professionals, the Board or the Manager shall provide the specifications, standards, and/or criteria for the specific work to be let out for bid.

c. Project Management. For any non-recurring contract service that exceeds \$5,000.00, Metropolitan District shall pay hourly for support services as defined in Exhibit A when time is spent by non-dedicated staff managing the project. The Company will prioritize using Dedicated Staff to manage these non-recurring contract services and projects. If Dedicated Staff is unavailable, the Company will inform the Board President and the Manager.

d. For all purchases of goods for the Metropolitan District, whether directly or through a vendor, Company shall use the Metropolitan District's sales tax exemption certification.

- 3.6 In its capacity as agent for Metropolitan District, Company is authorized to retain professionals to perform utility and telecommunications evaluations on a contingent fee basis. These contingent-fee evaluations are intended to uncover revenue producing and/or service enhancing opportunities for Metropolitan District and the Metropolitan District shall have full discretion to accept or decline any proposals that result from the evaluations. The evaluation itself is free of charge to the Metropolitan District.

#### 4. **MANAGEMENT OF DEDICATED STAFF**

4.1 Employees of Company. It is the intent of the Metropolitan District that it will have no direct employees and that all dedicated employees under this Agreement shall be employees of Company. As such, Company will recruit, hire, and assist with the training and supervision of all dedicated personnel (hereinafter "Dedicated Staff") for the efficient discharge of duties to provide the Services. For the purposes of this section, "Dedicated Staff" shall mean staff who are employed by the Company, but whose work is generally specific to and exclusive to the operations of the Metropolitan District. Any such personnel shall become employees of the Company, but all expenses related to such employees, including but not limited to; wages, bonuses, payroll taxes, insurance, benefits, costs of payroll processing, and expenditures related to all liabilities incurred by such employee(s), will be reimbursed to Company by Metropolitan District in accordance with Exhibit A of this agreement. Any employee related expenses for hiring, training or education that are expected to be paid by Metropolitan District shall be approved, in advance, by the Metropolitan District. The Metropolitan District shall provide adequate office, equipment, and supplies that may be required for the performance of their duties at the expense of the Metropolitan District. The power to hire and dismiss any and all employees rests solely with the Company. The Metropolitan District may not be advised prior to Company making changes with respect to on-site Dedicated Staff, including but not limited to decisions regarding Dedicated Staff hiring, discipline, counseling and/or dismissal. Company agrees to comply with all local, State, and Federal laws related to such employment practices.

4.2 Approval of Dedicated Staff. The Dedicated Staff are subject exclusively to the approval of Company. If Metropolitan District is dissatisfied with the performance of any Dedicated Staff provided by Company, Metropolitan District shall provide Company written notice of performance deficiency and allow Company forty-five (45) days to address and correct such deficiency with subject Dedicated Staff member. If, however, Metropolitan District remains dissatisfied with the Dedicated Staff member's performance, Metropolitan District shall, with a minimum of sixty (60) days' written notice to Company, recommend that Company replace Dedicated Staff member with another Dedicated Staff member acceptable to the Metropolitan District. Company shall endeavor to replace Dedicated Staff member in a timely manner upon identification of a Dedicated Staff member that meets the requirements of Company and service expectations of Association.

4.3 Availability of Funds. Metropolitan District remit sufficient funds with Company to meet payroll expenses and other obligations of Dedicated Staff, as defined in section 9.2.3 of

this Agreement. The accounting of all expenditures for said Employee Costs shall be provided to the Association from Company on a monthly basis.

- 4.4 Metropolitan District On-site Office Hours. The Association's on-site management office shall be staffed from 8:30am-5:00pm Monday through Friday, except for those Holidays contained in Company's published schedule, Company's standard sick & vacation days and required Company events, training and meetings, and weather events. The Company shall inform Metropolitan District as early as possible of known Company events, required meetings or delayed hours of staffing.

## 5. **ADMINISTRATIVE MANAGEMENT AND CONSULTING**

- 5.1 The Metropolitan District is responsible for obtaining and delivering to the Company all records from prior management that have been turned over to the Metropolitan District. The Company is required to provide these records to the District Manager as soon as practicable upon execution of this Agreement, but in no event later than 30 calendar days after the execution of this Agreement. The Company shall not be required to locate information not turned over to it, and the Company is relieved of any obligation to perform Services under the terms of this Agreement if the performance of such Services is rendered impossible or unreasonably burdensome, in the Company's sole reasonable discretion, due to the Metropolitan District's or prior management's failure to provide the Company with the required records.

Company shall organize the records and documents it receives from Metropolitan District, or its prior management, in accordance with Company's normal procedures.

- 5.2 Company will write or delegate letters and communicate as necessary to assist the Board in carrying out its responsibilities.
- 5.3 Company will counsel and advise Board and its committees in their day-to-day operations related to the Services.
- 5.4 Company shall attend a minimum of 13 Board meetings per year. On-site staff will attend any committee or Board meetings as needed. If attendance at additional Board or committee meetings are required, they shall be charged per the rate schedule in accordance with Exhibit A of this Agreement. Meetings in excess of two (2) hours per meeting, or fraction thereof and/or that last after 8:00 p.m. shall be charged per the rate schedule in accordance with Exhibit A of this Agreement, prorated in quarter-hour increments.
- 5.5 Company will attend meetings after 5:00 p.m. scheduled Monday through Thursday and before 5:00 p.m. on Fridays, except holidays at no extra cost. Meetings held on days other than those identified herein, and which the Company agrees to attend, will be charged at the rate in Exhibit A of this Agreement.
- 5.6 Company shall coordinate with District Manager to provide updates and period reports relating to services to Metropolitan District to ensure preparation for Board meetings occurs timely. These updates and period reports will be sent at least two (2) weeks prior to the scheduled Board meeting, unless otherwise indicated by the District Manager. Such communications may include the following as applicable:
- a. A description and summary of action items completed since the last 30 days.
  - b. Copies of correspondence believed to be pertinent in the Company's sole discretion;
  - c. Periodic reports from vendors or contractors providing services to Metropolitan District;

- d. Copies of any bids obtained by the Company;
  - e. Community Engagement/Facilities Events Calendar and upcoming event details.
  - f. Facilities Maintenance: Preventative, repairs and etc.
  - g. Facilities Large Scale Capital Improvement Projects
- 5.7 Company will not be obligated to attend meetings of the Metropolitan District's committees. However, if Company is requested to attend and accepts, Metropolitan District will pay Company at the rate schedule in accordance with Exhibit A of this Agreement for attendance by non-Dedicated Staff, per hour for each hour or fraction thereof that such meeting lasts, plus (if physical attendance is required) mileage at the IRS rate per mile in effect at that time. Notwithstanding the foregoing, Company shall not receive compensation if the meeting is attended by Dedicated Staff during regular business hours.
- 5.8 Special mailings and newsletters requested by the Board as prepared by the Metropolitan District shall be duplicated and mailed at the expense of the Metropolitan District. All requests for duplication of additional copies of project documents, correspondence, reports, etc., will be at the expense of the Metropolitan District. Unless expressly directed by the Board to send hard copies to residents and taxpayers, Company shall use email and/or postings to the Metropolitan District's website as its primary forms of communication with the community.

## **6. TERMINATION OF AGREEMENT**

- 6.1 Either party may terminate this Agreement by providing sixty (60) days written notice to the other. This termination provision may be invoked with or without cause. Upon such notice of termination, the parties agree that this Agreement shall remain in full force and effect for the entire sixty (60) days. In the event that Metropolitan District does not give such notice to Company, Metropolitan District shall pay to Company a cancellation sum equal to sixty (60) day's Base Fees. All hard costs shall be reimbursed to Company. There shall be no termination fee paid to Company, other than reimbursement of hard costs. Notwithstanding anything in this Agreement to the contrary, the Metropolitan District's obligation to pay Company amounts hereunder shall not constitute a direct or indirect multiple-fiscal year obligation whatsoever of the Metropolitan District. Any obligation of the Metropolitan District to make expenditures beyond the then-current fiscal year shall be subject to appropriation by the Board in its sole and absolute discretion.
- 6.2 In the event of a dispute over the performance and/or non-performance by either party in this agreement, the alleging party shall provide the offending party written notice of the dispute. Such notice shall allow for a reasonable time, not to exceed thirty (30) days, for the offending party to comply with this Agreement. If the offending party does not accept, by written notice to the alleging party, , then the alleging party can elect to file suit in the District Court for Arapahoe County Colorado.

- 6.3 The Metropolitan District acknowledges that Company may incur extraordinary costs in the transition period after termination, such as the generation of special reports identifying the inventory of records, the inventory of current activities, processing the transitional documents, mechanically and physically transporting books, records and documents, and meeting with the Metropolitan District and/or Company's successor to describe, define and explain the Metropolitan District's documents, instruments and records, and the functioning of the community. Consequently, Metropolitan District agrees that all such agreed-upon transitional services shall be deemed to be extraordinary services for which Company shall be compensated as defined in Exhibit A.
- 6.4 Upon termination of this Agreement, the Company shall, at no additional cost to the Metropolitan District, provide all records, documents, and materials related to the Metropolitan District's operations, management, or affairs to the Metropolitan District within 30 days of termination. This includes, but is not limited to, all financial records, contracts, correspondence, and any other documentation related to the performance of this Agreement.
- 6.5 Should any party hereto retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, including, but not limited to, instituting any action or arbitration to enforce any provision hereof, for damages by reason of such party's rights or obligations hereunder or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all such costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs for services rendered to such prevailing party.

## 7. RECORDS RETENTION

- 7.1 All records and correspondence regarding Metropolitan District are and will remain the sole property of Metropolitan District. Company agrees to return any and all such records and correspondence to the Metropolitan District, or to an entity or person designated by the Board within 30 days upon termination of this Agreement at Company's sole cost and expense. Company shall digitize all paper records of the Metropolitan District. Electronic media, and general electronically stored databases are the sole property of the Metropolitan District and any duplication or transference of information to Company shall be at the sole discretion of the Metropolitan District with all costs and charges to be paid by Company.
- 7.2 Company agrees to maintain storage of Metropolitan District records and correspondence at Metropolitan District's sole cost and expense as set forth in Exhibit A.

## 8. INSURANCE, INDEMNIFICATION AND LIABILITY

- 8.1 **Management Insurance:** Company will, throughout the term of this Agreement, and at Company's sole expense, maintain the following insurance coverage:
- a. Fidelity insurance with coverage for all Company's employees, to protect Metropolitan District funds, if any;
  - b. Company's liability insurance and comprehensive general liability coverage, including automobile liability, completed operations, blanket contractual and personal injury coverage, with combined single limits of the then-current maximum amount of liability to which the Metropolitan District is subject under the Colorado Governmental Immunity Act (Title 24, Article 10, C.R.S., referred to herein as the "**CGIA**"), currently \$1,195,000;
  - c. Workers' Compensation Insurance in the statutory amount, covering any of

Company's employees; and

- d. Errors and Omissions coverage with limits of the then-current maximum amount of liability to which the Metropolitan District is subject under the CGIA, currently \$1,195,000.

8.2 **Metropolitan District Insurance:** The Metropolitan District will, throughout the term of the Agreement and at the Metropolitan 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 Metropolitan District is subject under the CGIA, currently \$424,000 to one person in a single occurrence and \$1,195,000 in the aggregate. The policy will designate the Company as the Metropolitan 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 Metropolitan District.
- d. Other Insurance. Property and such other insurance as required by applicable Colorado law and as deemed appropriate by the Metropolitan District and Board.
- e. Certificates and Endorsements. The Metropolitan District will provide a current and original certificate of insurance providing evidence of the Metropolitan District's insurance, showing Company as additional insured for the Liability and Directors' and Officers' policies, and also for any umbrella and automobile policies (if the Metropolitan District maintains such umbrella and automobile coverages), such that Company is covered for any and all claims and losses indemnified by Metropolitan District pursuant to Section 8.3. 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 Company.
- f. The Company shall have, and shall require that any subcontractor or independent contractor brought into the Community have, adequate insurance coverage as required and approved by the Metropolitan District. General Liability policy shall name the Metropolitan District as additionally insured for all items alleged to be caused by the negligence or willful misconduct of Company or its employees. Automobile Liability insurance shall name the Metropolitan 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 Company shall obtain and maintain on file certificates of insurance evidencing that any subcontractor or independent contractor is so insured.

- 8.3 **Indemnification** To the extent permitted by law, Metropolitan District shall indemnify, defend at its sole cost, and hold harmless Company 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 Company shall incur or suffer which arise, result from, or relate to the Metropolitan District or Metropolitan District or the performance or non-performance by Company of its duties under this Agreement, except where such damages are due to the willful misconduct or negligence of Company. Company 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 Metropolitan District, who shall be entitled at any time to take over and conduct in the name of the Metropolitan District the defense of any claim. The Company shall indemnify and hold harmless the Metropolitan District and each of its directors, officers, contractors, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Company or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Company's performance of Services pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Company is not obligated to indemnify the District Indemnitees for negligence of the Metropolitan District, its construction contractors, or the negligence of any other District Indemnitee, except the Company. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Company under workers' compensation acts, disability acts or other employees benefit acts, provided that in no event shall the Company be liable for special/consequential or punitive damages.
- 8.4 **Liability.** Company will be responsible only for willful misconduct and negligence where such liability is due to the conduct of Company and/or its employees in the performance of its duties under this Agreement. In such event, Company shall only be liable only for actual damages incurred by Metropolitan 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.
- 8.5 **Third Party Services.** Company will not sell, rent or lease any client data to third parties. The Management Trust may, however, share data with affiliate companies to help perform certain services, provide customer support, or arrange for deliveries. Third Party Services may include, but are not limited to, banking and financial services, i, payment processing services and property management- related services. Purchase of any product and/or service which is part of any program or marketing plan operated by Company or its affiliates is voluntary and is not in any manner required by the Management Agreement. Company's full data privacy policy may be found at <https://managementtrust.com/privacy-policy/>.

## 9. **COMPENSATION**

- 9.1 In consideration of Company's acceptance of its appointment hereunder and the performance of services as set forth herein, the compensation to which the Company will be entitled will consist of fees for basic services (Base Fees), which are considered due upon execution of this Agreement, but are paid monthly, along with those fees and costs for additional, special or extraordinary services as set forth in Exhibit A.

- 9.1.1 Metropolitan District shall pay Company a base monthly fee of Fifty-Eight Hundred Dollars (\$5,800.00), in advance on the first day of each month via ACH transfer. Metropolitan District understands and agrees that the Base Fee does not include payment and reimbursement for goods, supplies, materials and/or services as set forth in Exhibit A. Any costs incurred for such goods, supplies, materials and/or services shall be paid by Metropolitan District to Company by the fifteenth day of the succeeding month after the costs/expenses being incurred by Company.
- 9.1.2 Invoicing Procedure: Company Shall submit an invoice to the Southshore Metropolitan District's Accountant for the Base Fee, Bundle Fee and staffing by the 3rd of that month for that month. Company will submit invoices for hourly employees every two weeks.
- 9.1.3 Late Fees. Payments, including but not limited to, payment of the Base Fee, fees due in accordance with Exhibit A, and fees due on notice of termination of this Agreement pursuant to Section 6 and Exhibit A of this Agreement, not made by the last day of the succeeding month shall accrue a late fee of ten percent (10%) plus bear interest at a rate of ten percent (10%) per annum. Metropolitan District agrees that in the event of late payment, Company will incur costs and suffer damages, the amount of which costs and damages are impossible or difficult to precisely ascertain, and that the late fee and interest set forth herein is a reasonable estimation of such costs and damages.
- Company shall not be entitled to deduct its Base Fee and expenses when due from Metropolitan District funds in its possession.
- 9.1.4 Changes to Base Fee. The base fee, as defined, shall be net to Company and is exclusive of the Metropolitan District's operating expenses and costs. The base fee payable under this Agreement shall be adjusted annually at the beginning of the Metropolitan District's fiscal year by the increase, in most recent available Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers, (1982-84=100), "All Items" for the for the United States Western Region, herein referred to as the "C.P.I." or 5%, whichever is lower. The base fee shall be superseded by the adoption of a new annual Metropolitan District budget indicating an adjusted base fee for management services. Adoption of the annual budget by the Metropolitan District's Board of Directors shall constitute an approval of a base fee change under this Agreement but in no event shall the base fee be less than the amount stated in Section 9.1.1 of this section and as adjusted under this paragraph unless otherwise agreed by the parties in writing.
- 9.1.5 Additional Hours. Company and Metropolitan District agree that the Base Fee is based upon the monthly estimated management time necessary to fulfill Company's usual and customary management duties defined by this Agreement. Metropolitan District and Company agree that monthly time in excess of anticipated thirty two (32) hours in the aggregate, shall be billed to Metropolitan District in accordance with rates set forth in Section 10 herein and Exhibit A attached hereto. Additional services outside the general scope remain billable in accordance with Exhibit A. *Hours listed above are for support teams in addition to Dedicated Staff included by not limited to; Accounting, Company Leadership, Finance, HR, Training, Transitions and etc.*
- 9.1.6 Reimbursable Administrative Operating Expenses. The Metropolitan District shall be responsible to reimburse Company, without markup, for all postage, equipment fees, copying, scanning, fax and other usual office expenses incurred by Company on Metropolitan District's behalf. Metropolitan District will also reimburse Company for all reasonable expenses incurred on behalf of the Metropolitan District including, but not limited to, those expenses listed in Exhibit A attached hereto as utilized in special projects (special mailings,

newsletters, etc.), as may be amended from time to time, and included herein. Said costs will be reimbursed on a monthly basis as incurred and billed.

## **10. SPECIAL OR EXTRAORDINARY SERVICES**

10.1 Metropolitan District shall pay Company compensation as follows:

A specific hourly rate in accordance with Exhibit A, for services performed on behalf of Metropolitan District outside the normal course of operation or outside the parameters of this Agreement, irrespective of the monthly hours set forth in Section 9.1.5.

10.2 Company may be required to perform additional services beyond the scope of this Agreement, for which the above fees, or the current rates that are then applicable, will be charged by the work performed. Examples of such services include, but are not limited to:

- a. Assistance in adhering to requirements of laws and regulations which may be passed during the term of the Agreement that require Company participation.
- b. Company will be paid per hour, portal to portal (if appearance in person), for work performed by Company on behalf of Metropolitan District, including but not limited to, appearance at court, at hearings, depositions, claims negotiations and processing of insurance losses or reconstruction, bank loans, investments, construction defect matters, financial reconstruction, discovery on Metropolitan District's acts prior to the original commencement date of this agreement.

## **11. METROPOLITAN DISTRICT SET-UP FEE**

11.1 Company was paid a one-time, non-refundable flat fee of Fifteen Hundred Dollars (\$1,500.00) at the commencement of the original date of service to offset the costs of setting up the Metropolitan District's records. Not included in such set-up fee are bank charges or independent accountant's fee which may also be incurred.

## **12. TERM OF CONTRACT**

This Agreement shall commence **January 1, 2025**, and shall continue in full force and effect until **December 31, 2025**. This Agreement shall automatically renew for a twelve-month term at each anniversary of the commencement date subject to budget and annual appropriation of the District's Board of Directors, which is anticipated to occur no later than December 15 of each calendar year. In order to allow for timely annual budget and appropriation for this Agreement and any renewal or extension thereof, the Contractor shall provide notice to the District of the services and fees for the upcoming calendar year no later than October 15, 2025 and each year thereafter and the District shall provide notice to the Contractor of its budget, appropriation, and intent to renew or non-renew prior to December 15 of each year. Company is not obligated to provide services under the terms of this Agreement until both parties have signed.

## **13. PROTECTION OF COMPANY CONFIDENTIAL INFORMATION**

13.1 Metropolitan District acknowledges that solely by reason of this Agreement, Metropolitan District may/will come into possession of, obtain knowledge of, or contribute to Company "Confidential Information" as defined herein. "Confidential Information" means any and all information and data whether maintained in hard copy or electronic form, concerning Company's trade secrets, proprietary information, marketing and sales techniques,

manuals, programs, design methods, processes, formulas, pricing, bidding methods, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans and strategies, forecasts, financial information, budgets, projections, employee compensation and benefits, and vendor/supplier lists, identities, characteristics, preferences, and agreements. Such information may be contained in lists, reports, or computer programs; or may constitute unwritten information, techniques, processes, practices or knowledge. Confidential Information includes all information that has or could have commercial value or other utility in the business in which Company is engaged or in which it contemplates engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Confidential Information by Company.

- 13.2 Metropolitan District agrees that at all times, during or after this Agreement, Metropolitan District will seek to hold in trust, keep confidential, and not, directly or indirectly, disclose to any third party or make any use or cause to permit the exploitation, dissemination, copying or summarizing of any Confidential Information, as defined herein, except for the benefit of Company.
- 13.3 Metropolitan District agrees and understands that all of the Confidential Information is a valuable asset of Company and is, will be, and shall at all times remain, the sole and exclusive property of Company. Metropolitan District is aware that the unauthorized disclosure of Company Confidential Information may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure. Metropolitan District understands and agrees that it must maintain and preserve all of the Confidential Information and knowledge thereof as unavailable to Company's competitors, the industry, and the general public in order to protect Company's business, competitive position, and goodwill, since Company derives a competitive advantage in the marketplace by maintaining the Confidential Information and knowledge thereof as secret and unavailable to Company's competitors and the public.
- 13.4 Metropolitan District also understands and agrees that but for entering into this Agreement with Company, the Confidential Information would not have been disclosed to Metropolitan District.
- 13.5 Company recognizes that Metropolitan District is subject to CORA. To the extent that the Metropolitan District (or Company as custodian of records) receives a CORA request that requests Confidential Information, Company shall have the right to ask the Metropolitan District to contest such request, provided that Metropolitan District shall have no obligation to defend any claim made for Confidential Information under CORA and Company shall indemnify Metropolitan District for any penalties, fees and charges incurred by the Metropolitan District as a result of the attempted denial of such CORA request.

#### **14. NON-SOLICITATION OF COMPANY STAFF**

- 14.1 Metropolitan District further agrees that during and for a period of one (1) year after the term of this Agreement Metropolitan District will not, directly or indirectly, induce or attempt to induce any Company employee or consultant who provides Services under this Agreement to discontinue its employment with Company or offer or accept for hire any of Company's employees who have provided services under this Agreement. Metropolitan District understands and agrees that Company spends a significant amount of time in hiring and training its employees and developing its relationships with its consultants.
- 14.2 Metropolitan District understands and agrees that if Metropolitan District, directly or indirectly, either for Metropolitan District or for any other person or entity, including

Metropolitan District's succeeding managing agent, induces or attempts to induce Company's employees or consultants to discontinue employment with Company, interferes with those relationships, or accepts for hire any of Company's employees who have provided Services under this Agreement, such conduct may cause irreparable harm. Metropolitan District also understands and agrees that in addition to any equitable relief available to Company, because it may be difficult to ascertain and impractical or extremely difficult to fix an actual monetary amount of damages, Metropolitan District shall be liable to Company in an amount, as liquidated damages, equal to the compensation paid to said employees/consultants for the twelve (12) months immediately preceding such event. This sum is agreed upon as compensation for the injury suffered by Company, not as a penalty, but to recruit, replace and retrain a suitable replacement for said employee and/or consultant.

- 14.2 Company spends significant amounts of time and money to hire and train employees for the operation of this and other Metropolitan Districts. Metropolitan District derives benefits from Company's experience in managing employees, as well as their hiring and training procedures. Metropolitan District agrees it will not hire, retain, or contract with any past or present employee, partner, officer, or co-owner of Company or its divisions who has provided Services under this Agreement in any capacity whatsoever for a period of twelve months following the termination of this Agreement or any extension thereof.

## 15. MISCELLANEOUS

- 15.1 Professional Conduct. During and after the term of this Agreement, Metropolitan District agrees to maintain a respectful and professional manner and to avoid and refrain from any conduct which would tend to disparage Company, its affiliates, shareholders, directors, officers, or employees, which might jeopardize or be prejudicial to any business, vendor, professional, or personal relationship of Company, or any of the above-mentioned representatives, or which might damage the business, professional, or personal reputation of Company, or any of the above-mentioned representatives.

Metropolitan District agrees and understands that personnel of Company and Dedicated Staff are direct employees of Company and should be treated in a manner that complies with state and federal regulations during the term of their relationship with Metropolitan District. Treatment of employees that violates state and federal laws can lead to employee claims that may result in liability and costs to Metropolitan District as outlined in the Indemnification provision of this Agreement. During and after the term of this Agreement, Company agrees to maintain a respectful and professional manner and to avoid and refrain from any conduct which would tend to disparage Metropolitan District, its affiliates, shareholders, directors, officers, or employees, which might jeopardize or be prejudicial to any business, vendor, professional, or personal relationship of Metropolitan District, or any of the above-mentioned representatives, or which might damage the business, professional, or personal reputation of Metropolitan District, or any of the above-mentioned representatives.

Metropolitan District agrees not to engage in unlawful harassment of Company's employees, including but not limited to harassment on the basis of race, ethnicity, religion, color, sex, gender, gender identity or expression, sexual orientation, national origin, citizenship status, age, protected medical condition, or any other category protected by applicable state or federal law. Such prohibited harassment includes verbal harassment, physical harassment, written harassment, and/or harassment via use of any website or social media.

- 15.2 Funds. Company will not be required to perform any act or duty hereunder involving the expenditure of money unless Company shall have in its possession sufficient funds of

the Metropolitan District available. Therefore, if at any time the funds in the possession of Company are not sufficient to pay the charges incident to this Agreement, Company shall not be responsible to advance its own funds for any reason, and the Metropolitan District agrees, in such cases, that upon notice thereof by Company, the Metropolitan District shall make immediate arrangements to make funds available to cover the insufficiency. Company shall promptly notify Metropolitan District of any deficiency in the account necessary to pay the charges incident to this Agreement.

- 15.3 Authority. Company may receive communications and directions from (i) any Director and shall act with the assumption that said Director is acting on behalf of the entire Board or (ii) in applicable circumstances, the Manager. Should a conflict arise between Directors, Company shall consider the President of the Metropolitan District as the authorized representative of the Metropolitan District with authority to act on behalf of Board/ Metropolitan District. Should the President be unavailable to resolve such a conflict, then the Vice President shall serve in this capacity. Company may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board, understanding that the Board can only take official action at a duly noticed public meeting.

The Board understands its fiduciary duties and agrees to perform the Services in a businesslike manner, acting in good faith and in the best interest of the Metropolitan District and in accordance with the adopted development management plan, the Metropolitan District's Governing Documents, and applicable State and Federal laws.

- 15.4 Remedies; No Waiver. No right or remedy herein conferred upon, or reserved to either of the parties to this Agreement, is intended to be exclusive of any other right or remedy, unless clearly stated as such. Each and every right and remedy shall be cumulative, and in addition to any other right or remedy, given under this Agreement now or hereafter, legally existing upon the occurrence of any event of default under this Agreement, subject to any express limitations set forth in this Agreement. The failure of either party in the event of default under this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed appropriate by those parties. Neither party shall be entitled to punitive or consequential damages. In no event shall this Agreement be deemed to be a waiver by the Metropolitan District of the rights, privileges and immunities of the CGIA.
- 15.5 Governing Law. The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Colorado without regard to choice of law analysis. If any part of this Agreement shall be declared invalid or unenforceable, the invalid or unenforceable provisions shall be stricken from this Agreement without affecting any other provision.
- 15.6 Notices. Notices or other communications between the parties to this Agreement may be mailed by U.S. registered or certified mail with return receipt and postage prepaid, may be deposited in a U.S. Post Office or a depository regularly maintained by the post office, or sent via facsimile or email. Such notices may also be delivered by hand or by any other receipted method including common carriers such as UPS or FedEx or other means permitted by law. For purposes of this Agreement, notices shall be deemed been "given" or "delivered" upon personal delivery thereof, seventy-two (72) hours after having been sent by one of the means permitted by law, or the date of delivery as confirmed after deposit with a nationally recognized courier, such as Federal Express or UPS. The foregoing shall in no event prohibit notice from being given as provided by the Colorado Revised Statutes and/or the Colorado Rules of Civil Procedure, as the same may be amended from time to time. Rejection or refusal to accept or the inability to deliver because of changed address of which no notice

was given shall be deemed to be receipt of the notice. The attorney for a party has the authority to send notices on behalf of such party. Notice shall be addressed to the parties as follows, and either party shall have the right from time to time and at any time upon at least ten (10) days' Notice thereof, to change their respective addresses to any other address within the United States of America:

If mailed to Company, the following address applies:

Name: The Management Trust - Colorado  
Address: 7555 E. Hampden Ave., Denver Co 80231  
Attn: President

If mailed to Metropolitan District, business address of the of Metropolitan District applies with a copy to:

Name: CEGR Law  
Address: 44 Cook Street, Suite 620, Denver, CO 80206  
Attn: David Greher

- 15.7 Entire Agreement. This Agreement, including any attachments/addendums, contains the entire agreement and understanding of the parties hereto and supersedes any and all prior representations, understandings and communications.
- 15.8 Amendments. Except as otherwise provided in this Agreement, this Agreement may be modified only in a writing signed by both of the parties. Any oral agreements or modifications are expressly invalid.
- 15.9 Effective Date. Even though the date of this Agreement signed by each party may be different, the parties agree that this Agreement shall be effective as of the date set forth in Section 12 of this Agreement.
- 15.10 Metropolitan District and Company acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein and by execution of this Agreement show their informed and voluntary consent thereto. The parties hereby agree that, at the time this Agreement is executed, the terms of this Agreement are commercially reasonable and effectuate the intent and purposes of the Metropolitan District and Company.
- 15.11 Severability. If any provision contained in this Agreement shall for any reason be held to be invalid, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, void or unenforceable provision while still remaining valid and enforceable; and the remaining terms or provisions contained herein shall not be affected thereby.
- 15.12 Mutually Negotiated. The terms and conditions of the Agreement (including any perceived ambiguity herein) shall not be construed in favor of, or against, either party by reason of the extent to which either party or its professional advisors participated in the preparation of the original or any further drafts of the Agreement. In no way whatsoever shall it be deemed that this Agreement is a contract of adhesion, is unreasonable or unconscionable. The language of this Agreement shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the parties.
- 15.13 Counterparts. This Agreement may be executed in any number of counterparts, using facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.14 Survival. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement shall survive termination or expiration of the Agreement and continue in full force and effect including, without limitation, the provisions of Section 8.3, Section 8.4, Section 13, Section 14, Section 15.

15.15 There are no third-party beneficiaries of this agreement.

16. **DISCLAIMER**

No representation or recommendation is made by Company, its employees, as to the legal sufficiency, legal effect, or other consequences of this Agreement. The parties shall rely solely upon the advice of their own legal counsel as to the legal and other consequences of this Agreement.

17. **EXHIBIT "A"**

Exhibit "A" outlining additional costs to the Metropolitan District is attached hereto and is an integral part of the signed and accepted contract by the Metropolitan District and Company.

By affixing signatures below, both Metropolitan District and Company agree to the terms, conditions and provisions specified by this Agreement.

METROPOLITAN DISTRICT:  
***SOUTHSHORE METROPOLITAN DISTRICT***

BY NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY:  
***THE MANAGEMENT ASSOCIATION, INC. DBA THE MANAGEMENT TRUST***

BY NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

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

March 7, 2025

The Southshore Metro District  
3091 South Jamaica Court  
Suite 100  
Aurora, Colorado 80014

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

Estimate Number: 90882

Project Location: Lighthouse playground at 27301 E. Southshore Dr. Aurora, CO. 80016

Scope of Work: Outlet for game room projector.

**Quote amount: \$875.00**

## ***See Terms & Conditions***

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

1. Supply and install one (1) new 120-volt 15-amp receptacle above the ceiling in the game room for the new projector.
2. Connect the receptacle to the closest available electrical circuit.

## ***Terms and conditions of this estimate:***

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

Continued on next page,



## Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

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

Quote number 90882, continued:

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

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

Sincerely,

Daryl Forshey  
Lead Electrician

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Agent for The Southshore Metro District/ Lighthouse at 27301 E. Southshore Dr.  
Aurora, CO 80016

# Southshore Metropolitan District

## Web Accessibility and Risk Report

Prepared on 03/07/2025 - 05:02 AM



### What you'll find in this report:

1. [Your current accessibility report / risk snapshot](#)
2. [Top accessibility issues on your site](#)
3. [Pages that need to be fixed](#)
4. [Your timeline to reach accessibility](#)
5. [Your monthly progress tracker](#)

Created by districts  
for districts ❤️



## 1. Your current accessibility / risk snapshot

Overall accessibility and risk score



Your current accessibility & risk rating score: **100/100 (PASS)**


It appears your website needs a bit of work to reach accessibility, but don't worry you're not alone. Countless other districts are in the same boat. The most important thing to do is set up a plan to reach compliance.

#### Why is 100% compliance critical?

- More than **2,403 districts** have been affected by an accessibility action. About 6% of all districts in the US, including county-dependent districts have been fined, received demand letters, or gotten Department of Justice Office of Civil Rights (OCR) letters for website ADA violations in the US. **That number is expected to exceed 4,000 (10%) by the end of 2024.**
- **The number of lawsuits rose 56% in 2021, and the penalties for noncompliance are rising fast** —averaging \$4,000 for an ADA claim in 2019 to \$39,000 in 2022. It's a situation that The Wall Street Journal calls "very perilous" in a [recent article](#).
- **Very few if any**, special district insurance policies even partially cover the costs of web accessibility issues.


## 2. Top accessibility issues found on your site

Accessibility issues come in all shapes and sizes. Some are more obvious to the naked eye like "color contrast issues". However, others are more structural in nature and related to the code that's on your site. These types of issues affect how screen readers interpret your content. Here's what we found on your site:

Your accessibility issues	Total
 Great job! No accessibility issues were detected on the website.	

## 3. Pages that need to be fixed

The following pages on your site require remediation to become ADA compliant. We recommend using Google Analytics to discover which of these pages currently receive the most web traffic and starting there.

Page(s)	Score
 Great job! No issues were detected on the website.	

## 4. Your timeline to reach accessibility

**Obviously, timeline is the big question.** While we don't know all the ins and outs of your organization or tech stack, we do know the major factors that can affect the timeline of your accessibility plan. We've laid out the known factors and a couple of scenarios below that would get you back to compliance and away from risk.

### Factors for your timeline

<b>Factor 1:</b> Your CMS	<b>Wix Premium</b>
<b>Factor 2:</b> The type of errors on your site	<b>None</b>
<b>Factor 3:</b> The volume of errors on your site	<b>0</b>
<b>Factor 4:</b> The amount of time your staff has available to work on remediation	<b>Unknown</b>

 **Option 1: Do it yourself**

 Between 45 - 90 days of hands-on remediation.

Plan for dedicated developer and staff time each week.


[Share this report with your web developer](#)

 **Option 2: Hire a remediation service**

 Custom quote required for timeline.

Plan for an in-depth audit, a full website remediation project, and ongoing fees (in addition to current website and hosting).

 **Option 3: Use an accessible-first website platform**

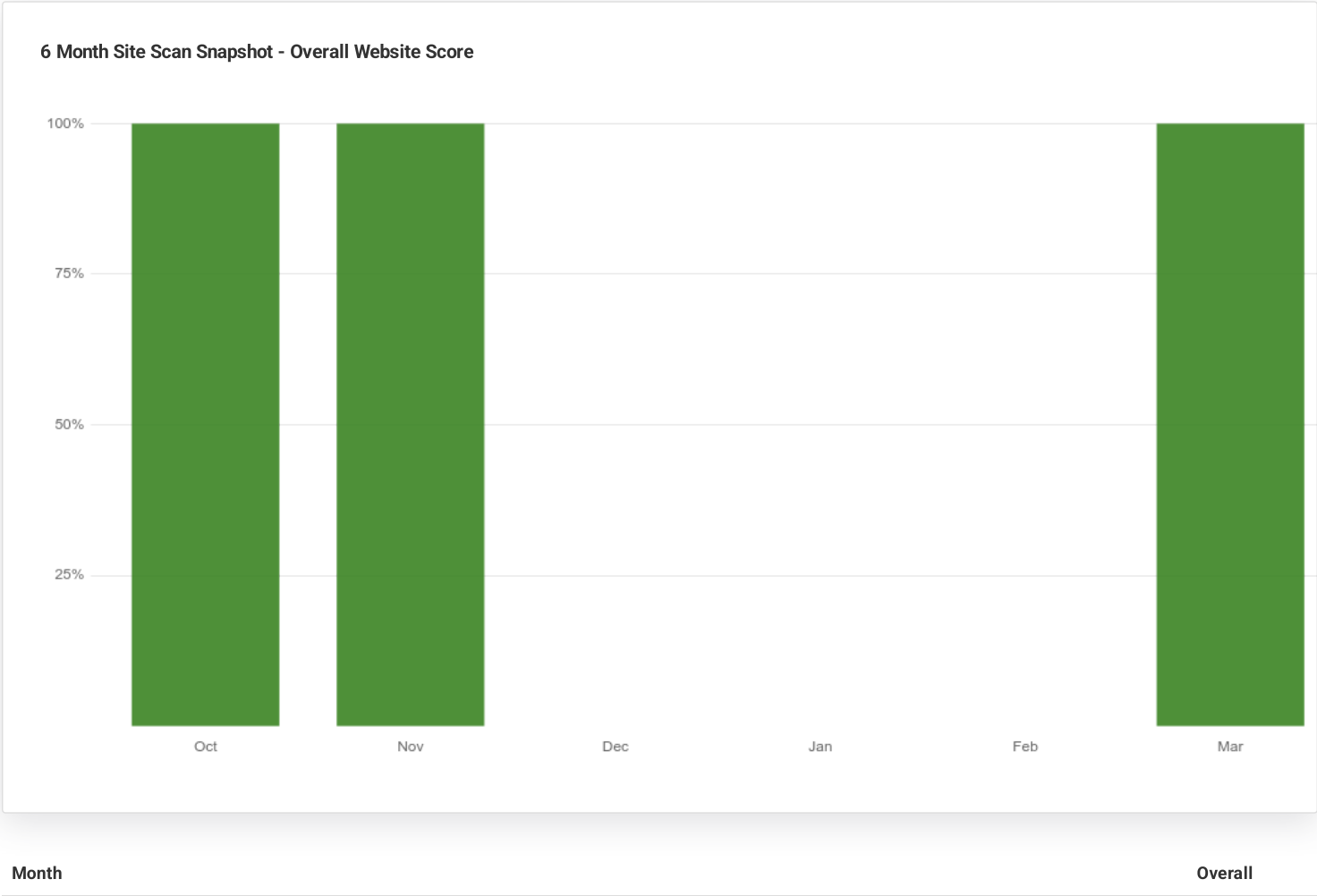
 Our special district website partner [Streamline](#) will convert your site to a fully-compliant platform for you.

Plan for 1 hour of staff training. Includes ongoing accessibility, state compliance tools, indemnification against ADA claims, and unlimited support.

[Get a Quote](#)

## 5. Your monthly progress tracker

Charting your progress is a key component of remediation. To make this step easy for you, we'll record up to 6 months of accessibility metrics for your site below. Feel free to [share this report](#) with your team or board members.



<a href="#">March 2025</a>	100
<a href="#">November 2024</a>	100
<a href="#">October 2024</a>	100