

**AGENDA OF THE
REGULAR MEETING OF
SOUTHSHORE METROPOLITAN DISTRICT NO. 2**

Time: Tuesday, December 12, 2023, 3:00 p.m.

Location: This meeting will be held via Zoom and may be joined using the following link:
<https://us02web.zoom.us/j/83957417542>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 253 215 8782 or +1 346
248 7799 or +1 669 900 9128

Webinar ID: 839 5741 7542

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Approval of Minutes of November 14, 2023 Regular Meeting.
3. Public Comment.
4. Update on final Dissolution of Southshore Metropolitan District No. 1; approve and/or ratify any related items.
5. Discuss status of District name change.
6. Accountant's Report and review of financials and claims payable.
7. Consideration of Resolution to Approve Budget and Appropriate Funds and to Certify Mill Levies.
8. Consider ratification of Snowplowing Agreement with the City of Aurora.
9. District Engineer's Oral Report.
10. Safety and Security Update.
11. Update on status of Temporary Construction Easement.
12. Discuss underdrain project.
13. Ratify termination of Amended and Restated Service Agreement with HoA, Amended and Restated Memorandum of Understanding with HoA, District and HoA coordination and optimization and approve and/or ratify actions related to the foregoing.
14. Discuss status of District Management Request for Proposals.

15. Discuss scheduling of 2024 meetings.
16. Discuss establishment of District committees.
17. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding the District's contractual obligations, potential new agreements with HoA relating to District bonds and related matters.
18. Possible action on matters discussed in Executive Session.
19. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

By /s/ Ryan Zent
Ryan Zent, President

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT NO. 2 HELD NOVEMBER 14, 2023

A Regular Meeting of the Boards of Directors of the Southshore Metropolitan District No. 2 was held on November 14, 2023 at 3:00 p.m. The Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/83957417542>, (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799

ATTENDANCE

Directors in Attendance were:

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

Absent (excused):

None.

Also in Attendance were:

Cathy Hamilton of Simmons & Wheeler
Doug Richter of Earnweald Consulting Services, LLC
David A. Greher of Cockrel Ela Glesne Greher & Ruhland, P.C. (“CEGR”)
Kristin Z. Herndon of CEGR
Members of the public: Nate Fogg, Joe Knopinski and others

CONFLICTS OF INTEREST

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

NOTICE

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

OCTOBER 10, 2023 MINUTES

The Board considered the Minutes of the October 10, 2023 Coordinated Special Board meeting. After discussion and upon motion duly made, seconded and unanimously carried, the Minutes of the District’s Board

meeting were approved as presented.

PUBLIC COMMENT

None.

UPDATE ON
STATUS OF
DISSOLUTION OF
SOUTHSHORE
METROPOLITAN
DISTRICT NO. 1
AND BANK
MATTERS OF THE
DISTRICTS

Mr. Greher and Ms. Hamilton provided an update on the dissolution of District No. 1 to the Board noting that Ms. Hamilton and Director Stadler have finished various financial matters regarding setting up various accounts for District No. 2 such as the checking account and an account with ColoTrust. The quit claim deed conveying land over to District 2 be recorded prior to the December meeting. Mr. Greher discussed the conveyance of Southshore Recovery Acquisition, LLC (“SSRA”) properties to District No. 2, noting that the only parcel to remain in the possession of Southshore Recovery Acquisition is the Directors qualifying parcel.

DISCUSS STATUS
OF DISTRICT
NAME CHANGE

President Zent discussed the previous decision of the Board to change the District’s name to Southshore Metropolitan District. Once District 1 is fully dissolved the name change will be official. Ms. Hamilton noted that there are no issues with the Bond and Tax documents regarding the changing of the District’s name. The Federal Government will be notified of the name change once official.

WORKERS
COMPENSATION
RESOLUTIONS

Mr. Greher advised the Board of the requirements of the Workers’ Compensation Act and noted that because Board members are not compensated, the Act allows the District to exclude them from the definition of “employees” and from workers’ compensation insurance coverage. Upon motion duly made, seconded, and unanimously carried, the Board approved the Resolution Determining Not to Provide Worker’s Compensation Insurance Coverage for Uncompensated Members of the Board of Directors and legal counsel was directed to file the exclusion forms with the State Division of Workers’ Compensation, a copy of which is attached hereto and incorporated herein by this reference.

ACCOUNTANT’S
REPORT

Ms. Hamilton reviewed the financials with the Board. She then 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) approved and confirmed the disbursements as presented and (b) approved the checks.

PUBLIC HEARING
ON ADOPTION OF
2024 BUDGET

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

Ms. Hamilton reviewed the budget and the Board discussed. Upon motion duly made, seconded and unanimously carried, the Board tabled the approval of the Resolution to Approve Budget and Appropriate Funds and to Certify Mill Levies to the December meeting. No action was taken.

DISTRICT
ENGINEER'S ORAL
REPORT

Mr. Richter presented the engineer's report. The City of Aurora Parks Department has walked the property. The final punch list and clean has been completed. The chain link fence has been removed and the gated fence installed. Mr. Richter will do one final walk through with the City on Monday the 20th of November. The City will then send a letter confirming the acceptance of improvements. The gated fence will then be open allowing the public to access the open space and reservoir. ELCI has blown out filing 29 system. Now that the pumps are shutdown, JR Engineering are in the process of dredging the scenic pond.

WILDFIRE
MITIGATION

Mr. Fogg discussed with the Board the needed work regarding wildfire mitigation to help maintain the health and safety of the District. A 40-foot buffer between residential and wildlife areas is needed to protect homes. There is currently no buffer in place. Proposals have been drafted for the Board to review. The phase 2B proposal will be reviewed and discussed in the future regarding the lack of buffer. Mr. Fogg discussed with the Board some items that a partnership would entail. President Zent, Director Stadler, and Mr. Richter discussed that keeping the grass low in warmer months was important to wildfire prevention. The City of Aurora Fire Department may be responsible for this prevention if the City owns the land. Mr. Richter will get a quote from ELCI regarding the cost of mowing.

SAFETY AND
SECURITY
UPDATE

Director Palmer and Director Stadler discussed the security and safety of the District with the Board noting that the next phase and installation of gates at both the community centers. Installation will be at the end of November or beginning of December. The lighting project is waiting for the final electrical finishes to be completed. This will be completed in a few

weeks. The project scheduled for this year are now mostly completed. Cameras on Titus road are still experiencing some issues. These issues are being relayed to the City of Aurora. The City should follow up in the near future with Director Stadler.

TEMPORARY
CONSTRUCTION
EASEMENT
UPDATE

Tabled.

UNDERDRAIN
PROJECT UPDATE

Tabled.

DAMAGE TO
TITUS ROAD

Tabled.

DISTRICT AND
HOA
SIMPLIFICATION

President Zent and Director Palmer discussed with the Board the roles of the HoA and District noting how the two have interacted in the past. Both the District and the HoA are wanting to ensure communication is open for all members of the community. President Zent will attend the townhall meeting so that he may speak to members of the public and answer questions. A communication has gone out to the community regarding the joint session showing the collaboration between the District and the HoA. Both the District and the HoA are working towards a shared governance so that everyone has a voice going forward. President Zent then open the topic up for discussion with the public. Members of the public spoke asking questions to the Board regarding the matter.

DISTRICT
MANAGEMENT
REQUEST FOR
PROPOSALS

President Zent discussed the Request for Proposals with the Board noting that he has shared the Proposal with the HoA. Both the District and HoA agreed that all would like to get this process started. Having input from the HoA, District and residents is important to all. Mr. Greher suggested that the board should only include two directors from the District so that the sunshine law is not violated. Director Chan and Director Stadler volunteered to be on the Board. President Zent further explained what the Request for Proposals would mean for the community.

EXECUTIVE
SESSION

Not needed.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

AMENDED AND
RESTATED
SERVICES
AGREEMENT WITH
SOUTHSHORE
MASTER
ASSOCIATION,
INC. (THE "HOA")
AND/OR
MEMORANDUM OF
UNDERSTANDING
WITH THE HOA

President Zent discussed the Amended and Restated Services Agreement with Southshore Master Association, Inc. and Memorandum of Understanding with the HoA and the option that the District has. Termination would lead to the modified Services Agreement. President Zent and the District will work with Mr. Greher regarding the final decision. There is a 5-month timeline remaining that gives the District time to communicate with the community. President Zent stated that he will share the action with the HoA and community at the upcoming townhall. The landscaping contract end on March 31st, 2024. Directory Chan stated that the community is curious about how this will affect them. President Zent proposed that two members of the District to work with the HoA. Director Palmer and President Zent will coordinate with the HoA. Upon motion duly made, seconded, and unanimously carried, the Board approved the Amended and Restated Services Agreement with Southshore Master Association, Inc. and Memorandum of Understanding with the HoA.

OTHER MATTERS

President Zent proposed moving the District meeting to a later time in the day that would be more convenient for the members of the community. The Board will discuss in December moving the meeting time for 2024.

ADJOURNMENT

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

Respectively submitted,

Kristin Z. Herndon, Secretary for the meeting

APPROVED

Ryan Zent

Jeff Bergeon

Kevin Chan

Colette Palmer

Joe Knopinski

Aaron Clutter

CERTIFICATION OF BUDGET

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Southshore Metropolitan District No. 2, for the budget year ending December 31, 2024, as adopted on December 12, 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Southshore Metropolitan District No. 2, Arapahoe County, Colorado, this 12th day of December, 2023.

Chairman

Southshore Metropolitan District No. 2
Proposed Budget
General Fund
For the Year ended December 31, 2024

	Actual 2022	Adopted Budget 2023	Actual 6/30/2023	Estimate 2023	Proposed Budget 2024
Beginning fund balance	\$ 243,133	\$ 243,266	\$ 329,759	\$ 329,759	\$ -
Revenues:					
Property taxes	285,437	2,619,764	2,564,623	2,619,764	5,005,070
Specific ownership taxes	220,686	269,366	148,056	269,366	411,378
Investor contributions	38,268	-	-	-	-
Transfer from other fund	-	-	-	3,952	-
Interest income	14,618	3,500	31,155	32,000	40,000
Total revenues	<u>559,009</u>	<u>2,892,630</u>	<u>2,743,834</u>	<u>2,925,082</u>	<u>5,456,448</u>
Total funds available	<u>802,142</u>	<u>3,135,896</u>	<u>3,073,593</u>	<u>3,254,841</u>	<u>5,456,448</u>
Expenditures:					
Administrative	-	-	-	-	115,000
Landscaping & Maintenance	-	-	-	-	1,687,500
Facilities & Pool Operations	-	-	-	-	1,108,250
Safety & Security	-	-	-	-	100,000
Insurance	-	-	-	-	90,000
Legal	-	-	-	-	50,000
Accounting / Audit	-	-	-	-	50,000
Capital replacements:					
Underdrain Management	-	-	-	-	750,000
Safety & Security Enhancements	-	-	-	-	245,000
Pool Resurfacing	-	-	-	-	50,000
Lakehouse Deck & Railings	-	-	-	-	100,000
Irrigation Enhancements	-	-	-	-	100,000
Immediate Needs (Reserve Study)	-	-	-	-	300,000
Furniture, Fixture & Equipment	-	-	-	-	50,000
Sod Replacement	-	-	-	-	25,000
A&E Expenses	-	-	-	-	30,000
Miscellaneous	-	100	-	100	-
Treasurer fees	4,285	39,296	38,469	39,296	75,076
Transfer to District No. 1	468,098	3,095,336	487,777	3,215,445	-
Reserves	-	-	-	-	385,099
Emergency reserve (3%)	-	1,164	-	-	145,523
Total expenditures	<u>472,383</u>	<u>3,135,896</u>	<u>526,246</u>	<u>3,254,841</u>	<u>5,456,448</u>
Ending fund balance	<u>\$ 329,759</u>	<u>\$ -</u>	<u>\$ 2,547,347</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 75,658,875</u>			<u>\$ 107,030,567</u>
Mill Levy		<u>34.626</u>			<u>46.763</u>

Southshore Metropolitan District No. 2
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2024

	Actual <u>2022</u>	Amended Budget <u>2023</u>	Actual <u>6/30/2023</u>	Estimate <u>2023</u>	Proposed Budget <u>2024</u>
Beginning fund balance	\$ (539,427)	\$ 3,909	\$ 3,909	\$ 3,909	\$ -
Revenues:					
Developer contributions	835,000	-	-	-	-
Interest income	<u>1,020</u>	<u>91</u>	<u>-</u>	<u>43</u>	<u>-</u>
Total revenues	<u>836,020</u>	<u>91</u>	<u>-</u>	<u>43</u>	<u>-</u>
Total funds available	<u>296,593</u>	<u>4,000</u>	<u>3,909</u>	<u>3,952</u>	<u>-</u>
Expenditures:					
Transfer to District No. 1	292,684	-	-	-	-
Transfer to General fund	<u>-</u>	<u>4,000</u>	<u>-</u>	<u>3,952</u>	<u>-</u>
Total expenditures	<u>292,684</u>	<u>4,000</u>	<u>-</u>	<u>3,952</u>	<u>-</u>
Ending fund balance	<u>\$ 3,909</u>	<u>\$ -</u>	<u>\$ 3,909</u>	<u>\$ -</u>	<u>\$ -</u>

Southshore Metropolitan District No. 2
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2024

	Actual 2022	Adopted Budget 2023	Actual 6/30/2023	Estimate 2023	Proposed Budget 2024
Beginning fund balance	\$ 3,988,734	\$ 4,803,203	\$ 4,930,812	\$ 4,930,812	\$ 4,018,840
Revenues:					
Property taxes	3,212,591	1,891,472	1,851,850	1,891,475	1,873,035
System development fees (25*2500)	720,000	62,500	125,000	150,000	62,500
Interest income	<u>109,562</u>	<u>10,000</u>	<u>126,096</u>	<u>130,000</u>	<u>285,253</u>
Total revenues	<u>4,042,153</u>	<u>1,963,972</u>	<u>2,102,946</u>	<u>2,171,475</u>	<u>2,220,788</u>
Total funds available	<u>8,030,887</u>	<u>6,767,175</u>	<u>7,033,758</u>	<u>7,102,287</u>	<u>6,239,628</u>
Expenditures:					
Bond principal - Series 2020 A-1	1,145,000	1,170,000	-	1,170,000	1,230,000
Bond interest - Series 2020 A-1	610,791	585,716	292,858	585,716	560,093
Bond principal - Series 2020 A-2	-	-	-	-	-
Bond interest - Series 2020 A-2	511,200	511,200	255,600	511,200	511,200
Bond principal - Series 2020 B	-	-	-	-	215,000
Bond interest - Series 2020 B	777,850	777,850	-	777,850	777,850
Treasurer's fees	48,234	28,681	27,777	28,681	28,096
Trustee / paying agent fees	<u>7,000</u>	<u>10,000</u>	<u>7,000</u>	<u>10,000</u>	<u>10,000</u>
Total expenditures	<u>3,100,075</u>	<u>3,083,447</u>	<u>583,235</u>	<u>3,083,447</u>	<u>3,332,239</u>
Ending fund balance	<u>\$ 4,930,812</u>	<u>\$ 3,683,728</u>	<u>\$ 6,450,523</u>	<u>\$ 4,018,840</u>	<u>\$ 2,907,389</u>
Assessed valuation		<u>\$ 75,658,875</u>			<u>\$ 107,030,567</u>
Mill Levy		<u>25.000</u>			<u>17.500</u>
Total Mill Levy		<u>59.626</u>			<u>64.263</u>
Ending Fund Balance					
Reserve Fund - Series 2020B		1,828,898			1,828,898
Surplus Fund - Series 2020A-1 & A-2		<u>1,078,491</u>			<u>1,078,491</u>
		<u>2,907,389</u>			<u>2,907,389</u>

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

RESOLUTION TO ADOPT BUDGET

WHEREAS, the Board of Directors (the “**Board**”) of Southshore Metropolitan District No. 2 (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 14, 2023, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Southshore Metropolitan District No. 2:

1. That estimated expenditures for each fund are as follows:

General Fund:	\$5,456,448	
Capital Projects Fund:	\$ 0	
Debt Service Fund:	\$2,907,389	
Total		\$8,363,837

2. That estimated revenues are as follows:

<u>General Fund:</u>		
From unappropriated surpluses		\$0
From fund transfers		\$0
From sources other than general property tax		\$451,378
From general property tax		\$5,005,070
Total		\$5,456,448

Capital Projects Fund:

From unappropriated surpluses	\$0
From fund transfers	\$0
From sources other than general property tax	\$0
Total	<u>\$0</u>

Debt Service Fund:

From unappropriated surpluses	\$4,018,840
From fund transfers	\$0
From sources other than general property tax	\$347,753
From general property tax	\$1,873,035
Total	<u>\$6,239,628</u>

3. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

TO SET MILL LEVIES

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$5,005,070; and

WHEREAS, the amount of money from property taxes necessary to balance the budget for debt service expenses is \$1,873,035; and

WHEREAS, the 2024 valuation for assessment of the District, as certified by the County Assessor, is \$107,030,567.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Southshore Metropolitan District No. 2:

1. That for the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 46.763 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$5,005,070.

2. That for the purpose of meeting all debt service expenses of the District during the 2024 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 17.500 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$1,873,035.

3. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the County Commissioners of Arapahoe County, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

4. That the Board recognizes that Senate Bill 23B-001 (“**SB 23B-001**”) is expected to impact the District’s final certified assessed valuation which may be received as late as January 3, 2024. The 2024 budget adopted on the date hereof includes an adjustment in levy rates to offset the estimated impact of SB23B-001. To the extent that the final certification of assessed valuation indicates that a different adjustment to levy rates is proper to offset the impact of SB 23B-001, the Board expressly instructs the District’s agents to prepare and submit to the County the mill levy certifications with final mill levy rates further adjusted to offset such changes in assessed valuation to the maximum extent permitted by the District’s voter authorization and the District’s Service Plan in order to collect the same amount of revenue as authorized by the Board in the 2024 budget adopted on this date.

5. That the Board recognizes that SB 23B-001 contemplates that certain local governments will receive “backfill” revenues, of differing amounts under proposed legislation. The precise amount of backfill to be received by the District in 2024, if any, is uncertain at this time and is subject to certain contingencies, including the availability of funds from the State of Colorado. The Board hereby deems it to be the most prudent course of action to adopt its 2024 budget without the expectation of receiving backfill revenues, but commits to effectuating a refund of such revenues as a temporary tax refund in 2025 to the extent that (a) such revenues are actually received in 2024 and (b) such revenues would otherwise result in a windfall to the District beyond the offset authorized by SB 23B-001.

6.

TO APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the District has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Southshore Metropolitan District No. 2 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$5,456,448
Capital Projects Fund:	\$ 0
Debt Service Fund:	<u>\$2,907,389</u>
Total	\$8,363,837

Adopted this 12th day of December, 2023.

SOUTHSHORE METROPOLITAN
DISTRICT NO. 2

By: _____
Chairman

ATTEST:

By: _____
Secretary

**AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND THE SOUTHSHORE METROPOLITAN DISTRICT NO. 2 SPECIAL DISTRICT
FOR SNOW REMOVAL AND PLOWING OPERATIONS ON LOCAL STREETS
(SOUTHSHORE)**

THIS AGREEMENT FOR SNOW REMOVAL AND PLOWING OPERATIONS (Agreement) is dated this _____ day of _____, 202__, by and between the City of Aurora, Colorado, a home rule municipal corporation (the “City”), and the Southshore Metropolitan District No. 2 Special District, a quasi- corporation and political subdivision of the State of Colorado (the “District”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City’s Public Works Department is authorized to promulgate rules and regulations for the public right-of-way within the jurisdiction of the City, over all City-owned public streets, roadway and way dedicated for the use of the public, and to provide snow plowing and removal operations thereto; and

WHEREAS, due to the necessity for the City to prioritize snow removal on City roads to best facilitate winter travel on all City roads, the City is generally unable to assign a high priority for snow removal on internal subdivision roads or other relatively lower use City roads, such as the roads described in this Agreement; and

WHEREAS, the District/HOA provides certain operations and maintenance services within the Wheatlands subdivision and the roads identified in this Agreement are internal to said subdivision; and

WHEREAS, the District/HOA may desire to have snow removed or plowed from the City roads described in this Agreement on a more frequent basis than the City is able to provide, given the overall City road priority and demand for snow removal or plowing citywide; and

WHEREAS, the City is agreeable to authorizing the District/HOA to privately remove or plow snow or contract for the private removal or plowing of snow on the roads described herein, subject to the terms and conditions for such snow removal or plowing operations as are set forth in this Agreement; and

WHEREAS, the City is not relinquishing its authority to regulate streets and alleys, pursuant to Section 31-15-702, C.R.S., by agreeing to authorize the District/HOA to perform snow removal services or plow snow or contract for said services, for the identified roads or road segments in the attached Exhibit A; and

WHEREAS, the District/HOA Board met on October 10, 2023 and is in support of this Agreement; and

WHEREAS, the City Council is authorized by City Charter 10-12 to enter into this type of agreement; and

WHEREAS, pursuant to City Charter 3-9, City Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter.

NOW, THEREFORE, in consideration of the mutual promises, authorizations, and conditions set forth in this Agreement, the Parties hereto agree to the following terms and conditions:

AGREEMENT

The District/HOA is hereby authorized to remove or plow snow, or contract for said services, during the term of this Agreement from the City roads or road segments that are identified in Exhibit A, which is attached hereto and is incorporated into this Agreement by this reference, and from no other City roads.

1. The Term of this Agreement shall commence on the 1st day of January 2024, and shall end on the 30th day of June, 2029, unless sooner terminated in accordance with the provisions of this Agreement.

2. Prior to commencing any snow removal or plowing operations under this Agreement, the District/HOA shall identify to the City for its approval any contractors and/or subcontractors (the "Operator") who will be performing the snow removal or plowing operations on behalf of the District/HOA. In the event that the District/HOA desires or needs to change or replace such Operator during the term of this Agreement, the District/HOA shall notify the City and shall not perform or authorize the performance of any further snow removal or plowing operations until the City approves the new or replaced Operator. The City may withhold approval of any proposed Operator for any reasonable and lawful cause.

3. In performing the snow removal or plowing operations authorized hereunder, the District/HOA and any Operator shall comply with the provisions of Exhibit B attached hereto and incorporated herein by this reference, and the District/HOA and any Operator shall exercise all reasonable and due care in the performance of the snow removal or plowing activities authorized under this Agreement and shall, jointly and severally, be responsible for any damages caused to persons or property, directly or indirectly, in the performance of the snow removal or plowing activities.

4. Insurance: The District/HOA and its Operator shall provide insurance as set forth in the attached Exhibit C. All equipment used in the performance of the snow removal or plowing activities authorized under this Agreement and the performance of such snow removal or plowing activities shall comply with all applicable federal, state, and local laws, ordinances, and rules and regulations.

5. This Agreement, and any issues involving this Agreement, are subject to and shall be interpreted under the law of the State of Colorado and the rules and regulations of the City. Court venue and jurisdiction shall be in the Colorado District/HOA Court for Arapahoe County.

The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, Arapahoe County, State of Colorado.

6. Any dispute as to the interpretation of this Agreement or the requirements stated in Exhibit B shall be submitted to the City's Director of Public Works or his/her designee. The Director or his/her designee shall review and make a written decision on the dispute within ten (10) City business days of receiving the dispute. The Director's decision shall be final and binding on the Parties.

7. The performance of any City and District/HOA obligations under or related to this Agreement, if any, is expressly subject to the appropriation of funds by the Aurora City Council or the District/HOA Board, respectively. Nevertheless, it is expressly understood and agreed that this Agreement and the snow removal or plowing activities authorized thereunder are for the benefit of the District/HOA and shall be at the sole expense of the District/HOA. The City has no obligation to pay for any of or any portion of the snow removal or plowing activities authorized hereunder and the District/HOA is entitled to no compensation from the City for its performance of same.

8. This Agreement may be amended only in writing by the duly authorized governmental bodies of the Parties and in the same form as this Agreement.

9. Notices. All notices shall be sent to the following addresses:

For the District/HOA: Southshore Metropolitan District No. 2
c/o TBD
44 Cook St., Suite 620
Denver, CO 80206

For the City: Public Works Department
Attn: Deputy Director of Public Works - Operations
15151 E. Alameda Pkwy, Ste. 3300
Aurora, CO 80112

10. THIS AGREEMENT IS MADE AT THE REQUEST OF THE DISTRICT/HOA FOR THE DISTRICT/HOA'S BENEFIT. THE DISTRICT/HOA DOES HEREBY WAIVE, REMISE, AND RELEASE ANY CLAIM, RIGHT, OR CAUSE OF ACTION THE DISTRICT/HOA MAY HAVE OR WHICH MAY ACCRUE IN THE FUTURE, WHETHER UNDER THEORIES OF CONTRACT OR ANY OTHER CAUSE OF ACTION WHATSOEVER, AGAINST THE CITY ARISING IN WHOLE OR IN PART FROM THIS AGREEMENT.

11. By entering into this Agreement, the Parties do not waive any governmental immunity available to them or their elected officials, employees or agents under CRS 24-10-101, *et seq.*, or any other federal or state law or the common law, and nothing in this Agreement shall

be interpreted to effect a waiver of any such governmental immunity available to the Parties, their elected officials, employees or agents.

12. Either party may terminate this Agreement for convenience upon thirty (30) calendar day's prior written notice to the other party. Any notice of termination shall state the actual effective date of termination. Upon termination of this Agreement, all rights and obligations thereunder shall terminate, except that the District/HOA shall remain responsible and liable for any damages caused, directly or indirectly, by its performance under this Agreement.

13. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or individual homeowner or other person or entity whatsoever on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

14. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.

15. The District/HOA shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior lawful approval of the authorized governmental bodies of the Parties and in the same form as this Agreement.

16. This Agreement authorizes the District/HOA to conduct snow removal operations on the identified City roads, but the District/HOA shall have the right to determine, in its sole and absolute discretion, the frequency of such snow removal operations, if at all. Nothing in the Agreement shall be construed or interpreted to require the District/HOA to conduct any snow removal operations on City-owned roads.

17. To the fullest extent permissible under the law of the State of Colorado, the District/HOA agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the District/HOA's obligations or actions or inactions, and the Operator's obligations or actions or inactions, under this Agreement. The District/HOA shall promptly repair to the City's standards and satisfaction, or pay to the City the costs of repairing, any damage to City roads, curbs, gutters, sidewalks, signage, or any other City property resulting from operations or activities under this Agreement. The District/HOA's indemnity obligation under this Paragraph shall be for the full amount of any such loss, damages, injuries, claims, cause or causes of action or any liability whatsoever, including attorneys' fees, and court costs, and shall not in any way be capped or limited by the insurance provisions of this Agreement.

18. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full

force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings. The Parties hereto agree that this Agreement and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes. Any electronic signature so affixed to this Agreement or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature

IN WITNESS WHEREOF, the Parties hereto set their hands in agreement as of the date first written above.

For: **CITY OF AURORA**

By _____
MIKE COFFMAN, MAYOR

Attested to:

KADEE RODRIGUEZ, CITY CLERK

Approved as to Form:

MICHELLE GARDNER, SR. ASST. CITY ATTORNEY

For: **Southshore Metropolitan District No. 2**

By  _____
VICE PRESIDENT

Attested to:

 _____
OFFICER OF THE DISTRICT

EXHIBIT A

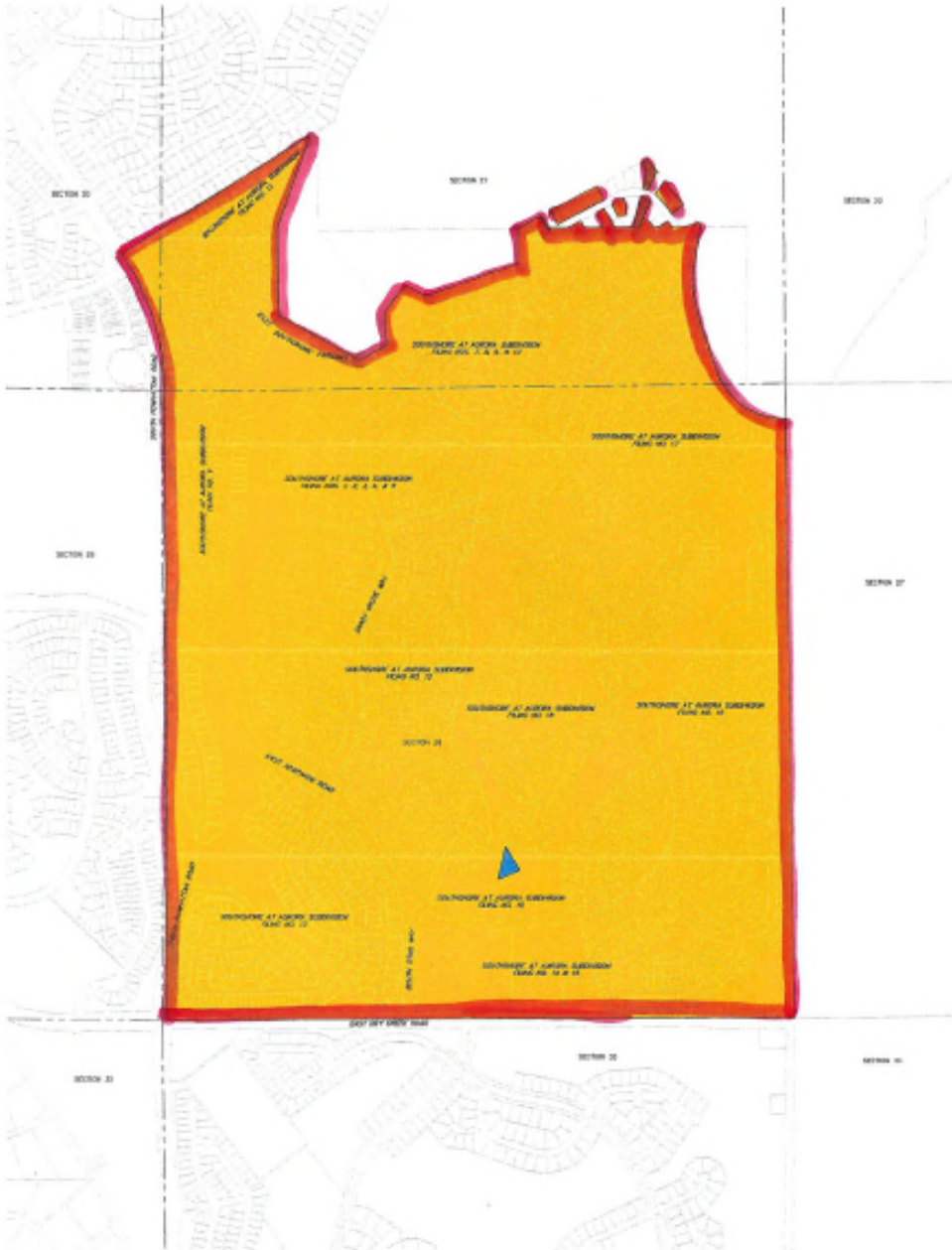
Snow removal or plowing operations authorized under this Agreement are permitted on the following City Roads:

All City Roads within the Southshore Metropolitan District No. 2 Special District/HOA, as generally depicted within the red border as shown on the attached map.

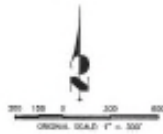
[See attached map.]

SOUTHSHORE METROPOLITAN DISTRICT MAP

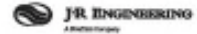
A PARCEL OF LAND LOCATED IN SECTIONS 20, 21, AND 28
ALL IN TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND	
	SOUTHSHORE METROPOLITAN DISTRICT NO. 1
	SOUTHSHORE METROPOLITAN DISTRICT NO. 2
	SOUTHSHORE METROPOLITAN DISTRICT NO. 1 & NO. 2



DISTRICT MAP
SOUTHSHORE METROPOLITAN DISTRICT
JOB NO. 15730.10
01/20/2022
SHEET 1 OF 1



CONTACT: JOE BISHOP • (303) 555-7700
WWW.JRENGINEERING.COM

EXHIBIT B

General Considerations

- All snow removal or plowing services to be provided shall be performed and completed in a similar manner as performed by the City upon other public roads, exercising all reasonable and due care, and in good and workman like manner.
- The Operator is to report directly to the District/HOA Manager for the District/HOA.

Prior to Winter Operations

The Operator shall be responsible for obtaining any other City licenses and permits to operate within the public right-of-way that may be required under the City Code.

The District/HOA shall file a snow and ice control plan with the City of Aurora no later than October 1st of any year covered by this agreement. The plan shall follow a city provided template and include the following information:

- A. District contact. This person shall be available to respond to city staff during every snow event.
- B. Operator contact. This person shall be the on-site operations supervisor during snow events and will be available to respond to city Staff during every snow event.
- C. List of Equipment - The District/HOA in collaboration with the Operator must submit and update as necessary, a complete list of equipment planned for winter operations. The list shall include the following information:
 - Types & makes of vehicles including trucks, loaders and graders,
 - Types & makes of plow,
 - Types of blades (carbide /regular steel) must be equipped with a flexible edge,
 - Models of spreaders (sand and sand/salt mixtures not allowed) ,
 - Types & models of material distribution control units,
 - Types & models of pre-wetting systems; (is this allowed?)
 - Types & models of liquid pre-treatment systems, if applicable.
- D. List of materials to be used during operations. The District/HOA will be responsible for any damage caused, or mitigation required, due to their use of these materials. Note, materials used must be approved by the City of Aurora and sand or sand/salt mixtures will not be allowed. This list shall include:
 - Commercial or common name of material,
 - Primary use of the material,
 - Primary distribution method including which equipment is used from the equipment list,
 - Material supplier(s),
 - Material Safety Data Sheets (MSDS) for all materials.
- E. Category of storm (as classified by City of Aurora Snow and Ice Control Plan) for which operations will occur.

- F. Frequency and duration of snow operations during a snow event.
- G. Locations for snow storage. HOA/SD is responsible for locating locations for snow storage and obtaining permission to utilize said locations as well as any erosion control measures required. Locations cannot include public rights of way or city-owned property without prior written permission.

During Winter Operations

Event Logs - If deployed during a snow event, the Operator shall complete a a daily event log using a city provided template. For events of a 24-hour or less duration, the daily event log can serve as the summary log. For events greater than 24-hours in duration, the District/HOA shall submit a summary log for the event to the City's Public Works Department within 5 working days of the end of the snow event.

Monthly Report - On a monthly basis, or when requested by the City, the District/HOA shall submit a year-to-date summary of deployments grouped by snow event to the City's Public Works Department. This report is required even if the Operator did not deploy. The final monthly report for any season shall be submitted prior to June 1st of any year covered by this contract.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance and Indemnities: Prior to commencement of this Agreement, the District/HOA and its designated Operator, shall provide a certificate of insurance evidencing the following coverages:

- A. **Commercial General Liability Insurance.** During the term of this Agreement, the District/HOA and the Operator shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
- B. **Commercial Automobile Liability Insurance.** The District/HOA and Operator shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.
- C. **Excess or Umbrella Liability.** The District/HOA and the Operator shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000).
- D. **Workers' Compensation or Employers' Liability Insurance.** The Operator shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Operator shall provide proof of Employers' Liability Insurance with limits as follows:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury each disease
 - \$500,000 bodily injury disease aggregate.

The Operator will provide to the City a copy of the Operator's insurance which evidences insurance coverages and limits as indicated in this agreement.

- E. **City as Additional Insured.** All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. The Operator shall provide a copy of an endorsement providing this coverage.
- F. **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

G. Certificates of Insurance. Upon the execution of this Agreement, the District/HOA and the Operator shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. The District/HOA agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of District/HOA's or the Operator's coverage is renewed at any time prior to the expiration of this Agreement, the District/HOA and the Operator shall be responsible for obtaining updated insurance certificates from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

With respect to the Operator, the minimum A.M. Best rating of each primary insurer shall be A-X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The District/HOA and the Operator shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The District/HOA's or the Operator's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.**

2023 – 2029

SNOW AND ICE CONTROL PLAN

FOR

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

DocuSigned by:


5895B8A2D15A45B...
VICE PRESIDENT, SOUTHSHORE METROPOLITAN DISTRICT NO. 2

OPERATOR

CITY OF AURORA, PUBLIC WORKS

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SECTION A

SNOW REMOVAL OBJECTIVES AND PRIORITIES

STATEMENT OF OBJECTIVES

One of the primary objectives of the Department of Public Works is to provide for the safe and orderly movement of traffic in the city of Aurora during snowstorms. To that end, the Southshore Metropolitan District No. 2 and the City of Aurora have entered into an Intergovernmental Agreement (IGA) that allows HOA/SD to remove snow on local streets within the HOA or District boundaries as shown in Section F. This Snow and Ice Control Plan outlines the procedures used by the HOA/SD and their Operator for snow removal operations.

SNOW REMOVAL PRIORITIES

All streets in Aurora are prioritized into groups for conducting snow removal operations, and snow plowing routes are also color coded for easy identification. The following summarizes the snow removal priorities.

Priority 1: Major Arterial Streets (Red)

The minimum roadway network that must be kept open to provide a transportation system that connects emergency centers throughout the city. Hospitals, fire stations, police stations and rescue squad units are all located on red priority routes.

Priority 2: Minor Arterial and Collector Streets (Blue)

The remaining higher traffic volume streets not included as a Priority 1 above. Schools, nursing homes, city recreation facilities and access to most neighborhoods are located on blue priority routes.

Priority 3: Secondary and Residential through Streets (Green)

Selected minor arterials, collectors, and bus routes deemed desirable routes to be maintained as weather permits. These routes will be serviced after the Priority 1 and 2 routes are completed.

Priority 4: Rural and Outlying Streets (Yellow)

These routes are roadways located in rural/annexed areas of the city. These routes will be serviced after all the preceding routes have been serviced and as time and available resources allow.

Non-Priority: Residential Streets

Non-priority residential streets do not receive regular winter maintenance. Snow removal service is provided on residential streets only during the most extreme weather conditions as approved by the Public Works Director.

The roadway network covered by this plan consists of priority three (green routes) and non-priority residential streets that fall within the boundary of the HOA/SD.

SECTION B

SNOW AND ICE CONTROL OPERATIONS

OPERATIONS POLICY

1. When a snowstorm is predicted, the HOA/SD will determine whether snow operations will deploy and notify the Operator.
2. A variety of equipment and materials may be used for ice control such as liquid anti-icer and granular deicer. The Operator will determine the required materials and application rates to be used for anti-icing and/or deicing operations. The equipment is listed in Section D and the approved materials list is in Section E.
3. If plowing operations begin during a snowstorm, plowing will continue until the storm abates. Regardless of the onset of plowing operations, when the storm is over, cleanup operations will be performed, which include removal of stored, stockpiled, or windrowed snow within the public right of way. Snow may be stored at pre-determined locations to melt. Said locations do not include public rights-of-way or public property without prior written permission from the appropriate jurisdiction. Permission has been obtained from property owner(s) at all locations. Locations are shown on the map and list in Section F.

ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES

All snow and ice control activities covered by the plan are under the operational authority of the HOA/SD who is responsible for the development and execution of this Snow and Ice Control Plan.

RESPONSIBILITIES

The following section outlines the duties and responsibilities of each party involved in snow removal.

1. Homeowner's Association/Special District

The HOA/SD has overall responsibility for development and execution of this Snow and Ice Control Plan with key responsibilities for snow removal as described below:

- Reports event logs and monthly reports to the City of Aurora Department of Public Works
- Monitors weather conditions,
- Reviews snow and ice control performance,
- Ensures recovery planning and coordination is done,
- Updates the Snow and Ice Control Plan annually,
- Directs and monitors overall snow and ice control operations in conformance to this plan,
- Contacts the Operator for snow removal operations,
- Serves as liaison between City of Aurora Staff and Operator
- Responds to citizens regarding HOA/SD snow operations within HOA/SD boundaries,

- Establishes operational goals for the Operator in conformance with this plan,

- Assures that current call out lists are available and that materials are available and stockpiled each year,
- Collects Operator performance data.

2. Operator

- Ensures operators are adequately trained for snow operations,
- Ensures that equipment designated for snow and ice control operations is, and remains, operable,
- Ensures material is available and only the approved materials are used,
- Ensures safe operations of equipment,
- Perform duties as assigned by HOA/SD representative,
- Determines staff and resource levels required to achieve operational goals,
- Provides event operational data to HOA/SD representative.

AFTER THE STORM

When the storm is over, the HOA/SD shall prepare a written review of the snow and ice control operation that will contain:

- Amount of material used and cost,
- Number of lane miles treated,
- Number of lane miles plowed,
- Amount of regular time hours and cost,
- Amount of overtime hours and cost,
- Complete breakdown of costs for equipment,
- Brief analysis and discussion of problems encountered and recommendations,
- Storm duration and description.

The post-storm review shall be submitted to the City of Aurora Public Works Department within 5 days of the end of the event.

WINTER STORM CATEGORIES

The City of Aurora has established the following winter storm categories. The response to the storm is different for each category. This plan will be in effect for CatIII storms.

Category I
<p>Predicted Snow Fall Amount: Trace – 2”</p> <p style="text-align: center;">Materials: Liquid anti-icer, solid deicer as needed</p> <p><i>Road treatment primarily consists of applying anti-icing chemical as necessary at the onset of the storm. Liquid deicers may be applied only to bridges and overpasses depending upon weather conditions. Solid deicing materials may also be used depending upon weather. Typically, these storms move out of Aurora within 24 hours and one application of the anti-icing chemical is sufficient to maintain the desired service level. (This storm category does not typically require multiple work shifts).</i></p>

Category II
<p>Predicted Snow Fall Amount: 2” to 6”</p> <p style="text-align: center;">Materials: Liquid anti-icer, solid deicer as needed</p> <p><i>Storms in this category require all available snow plows including liquid chemical distributors. Heavy equipment is not required for storms at this level. Road treatment primarily consists of applying anti-icing chemical at the onset of the storm and deicing chemical as needed during the storm. Plowing may be required depending upon the weather conditions. Multiple work shifts are usually required for this type of storm.</i></p>

Category III
<p>Predicted Snow Fall Amount: 6” to 12”</p> <p style="text-align: center;">Materials: Liquid anti-icer, solid deicer as needed</p> <p><i>Storms at this level require all available equipment including snowplows and heavy equipment. Typically, multiple work shifts over more than one day are needed to maintain the road system in passable condition. Road treatment may initially consist of applying anti-icing chemical at the onset of the storm, but typically progresses quickly to snow plowing with spot application of solid deicers.</i></p>

Category IV
<p>Predicted Snow Fall Amount: 12” or more</p> <p style="text-align: center;">Materials: Liquid deicers and solid deicers, as the storm abates.</p> <p><i>This category includes storms with sufficient snowfall to cause a major disruption in the transportation system. Major roadways including interstate highways may be closed. Businesses and schools may also be closed. During the storm, primary (red priority) routes will remain passable. All other routes will be plowed as personnel and equipment permit, typically after snowfall has ceased. Snow removal by the City may be required on neighborhood streets depending upon the final storm accumulation.</i></p>

EQUIPMENT

Equipment is provided by the Operator in agreement with the HOA/SD. It is the Operator’s responsibility to maintain their equipment in good operating condition for snow removal.

Drivers/Operators are provided by the Operator. All drivers/operators will be adequately trained in snow operations and equipment operation.

PLOWING AND TREATMENT OPERATIONS

- Anti-icing and/or deicing operations shall begin as soon as possible when conditions warrant.

- Snow plowing shall begin when the snow depth warrants. Streets generally will be plowed to the outside curb area.
- The Operator shall be responsible for maintaining all equipment in working order for each snowstorm.

HAULING AND DUMPING OPERATIONS

Dump sites have been identified and are shown and listed in Section F. Snow piles and windrows within the right of way will be removed as soon as practicable but no later than 24-hours, after snow has stopped falling. In no case will piles or windrows remain in public right of way beyond 24-hours after the snow event.

In no case will snow be hauled and dumped on public rights-of-way or city-owned property without prior written permission from the city.

SECTION C

OPERATIONAL CONTACTS

NAME & TITLE

PHONE NUMBER

Southshore Metropolitan District No. 2
David Greher

303-218-7201

ColoradoScapes, LLC
Ben Randall

303-519-6432

City of Aurora
Streets Division

303-326-8200

SECTION D

SNOW REMOVAL EQUIPMENT

DESCRIPTION	MAKE	MODEL

SECTION E
MATERIALS

MATERIAL SAFETY DATA SHEETS

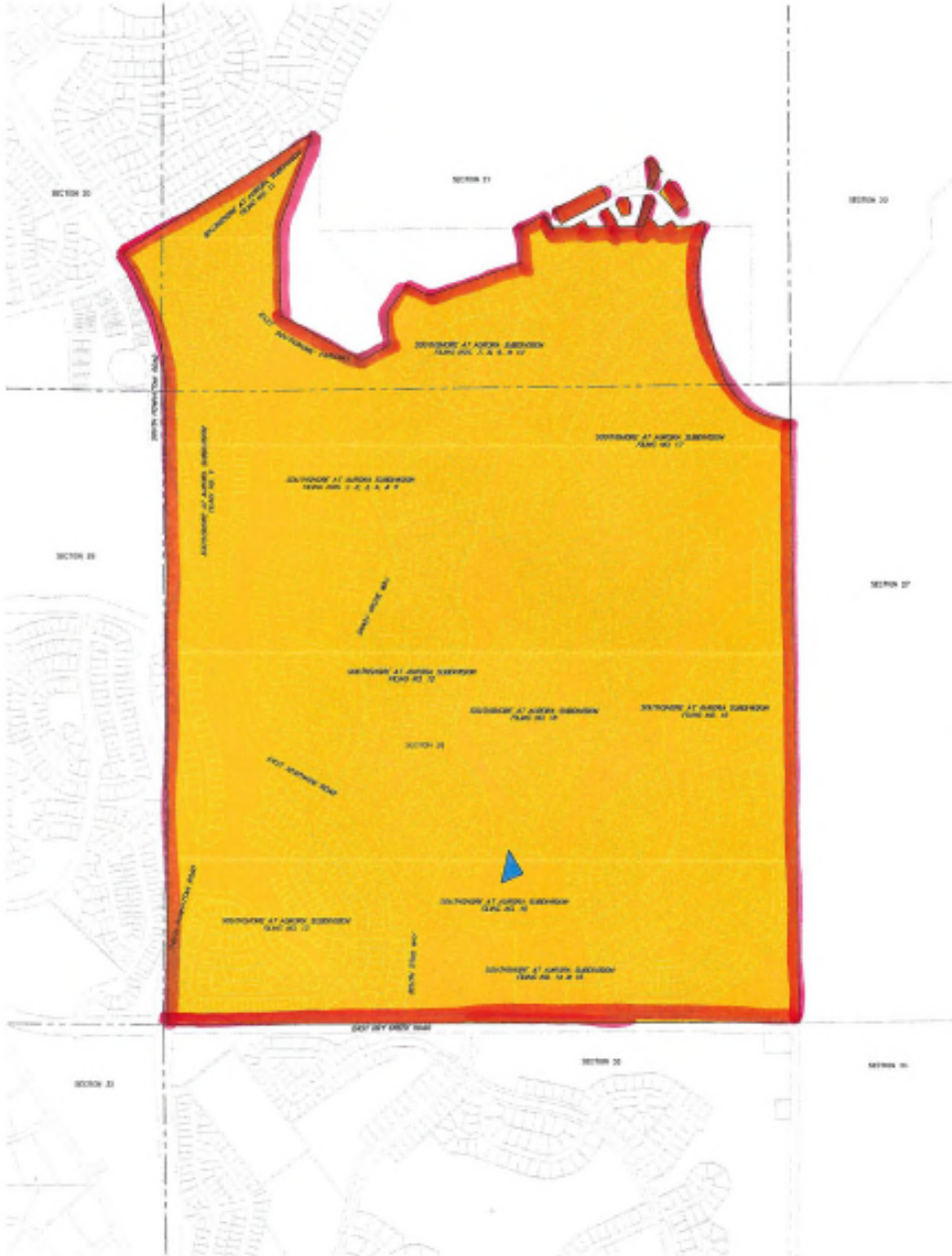
SECTION F

SNOW MAP AND STORAGE

HOA/DISTRICT SNOW MAP

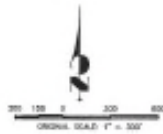
SOUTHSHORE METROPOLITAN DISTRICT MAP

A PARCEL OF LAND LOCATED IN SECTIONS 20, 21, AND 28
ALL IN TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

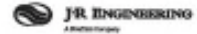


LEGEND

	SOUTHSHORE METROPOLITAN DISTRICT NO. 1
	SOUTHSHORE METROPOLITAN DISTRICT NO. 2
	SOUTHSHORE METROPOLITAN DISTRICT NO. 1 & NO. 2



DISTRICT MAP
SOUTHSHORE METROPOLITAN DISTRICT
JOB NO. 15730.10
01/20/2022
SHEET 1 OF 1



CONTACT: 303-685-8888 • 18001 S. W. 10th St. • Aurora, CO 80014
WWW.JRENG.COM

SNOW STORAGE LOCATIONS

<u>ADDRESS</u>	<u>PROPERTY OWNER</u>	<u>CONTACT</u>

SECTION G

APPENDIX

SOUTHSHORE METROPOLITAN DISTRICT #2
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA
11/30/2023	Approval of additional costs associated with Southshore Metropolitan District 2023 Pond Maintenance	

INITIATED BY
Aaron Clutter

STAFF RECOMMENDATIONS/BOARD CONSIDERATIONS
<p>Board should consider the following:</p> <ol style="list-style-type: none"> 1. Approve a budget to add cost to the Southshore 2023 Irrigation Pond Restoration contract with RDC Construction to remove sediment in Filing 14 Pond B: <ul style="list-style-type: none"> • Filing 14 Pond B Restoration – remove 2+ feet of sediment that has accumulated at the bottom of the pond.

BACKGROUND INFORMATION
<p>The 2023 Pond Maintenance Improvements contract with SOLitude included routine maintenance for Filing 14 Pond B. When SOLitude went to clean out the pond, they found the sediment surrounding the trickle channel was approximately 2 feet higher than the channel. SOLitude performed the routine maintenance per their contract, but the remaining sediment that has accumulated over time will need removed by larger equipment. The work will require removal/disposal of the sediment that has built up along the south and west sides of the trickle channel, rough grading of these areas so that the pond flows toward the trickle channel, and restoration of the large eroded area at the toe of the FES on the east side of the pond, which will include replacing the dirt (using material onsite), compacting and placing the rip rap (also onsite). RCD will already be working in Southshore for the Irrigation Pond Dredging and has the proper equipment for the job.</p> <p>Breakdown of Cost (estimated budget):</p> <ul style="list-style-type: none"> • Removal/Disposal of Sediment (200 CY @ \$84.78/CY) - \$17,000 • Vac Truck (\$395/hr x 8 hr x 4 days) - \$13,000 • Restoration of FES Area - \$10,000 • 15% of the final total for mobilization, overhead, and profit - \$6,000



Picture of SOLitude performing routine maintenance in F14 Pond B (November 2023)

SOUTHSHORE STORMWATER EXHIBIT



FINANCIAL DETAILS

Directly below are the combined financial details associated with this board communication:

F14 Pond B Restoration Costs:

Change Order to RCD (Estimated Budget) -

\$46,000

**NOTICE OF TERMINATION OF
AMENDED AND RESTATED SERVICES AGREEMENT AND
AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**

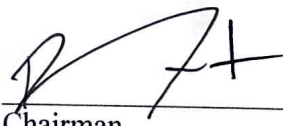
On July 12, 2022, Southshore Metropolitan District No. 1 (“**District No. 1**”), Southshore Metropolitan District No. 2 (the “**District**” and together with District No. 1, the “**Districts**”) and Southshore Master Association, Inc. (the “**Association**” and together with the Districts, the “**Parties**”) entered into an Amended and Restated Service Agreement (the “**Agreement**”). Section 5 of the Agreement allows any Party to give the other Parties intent to terminate at any time, with or without cause, with 30 days’ notice.

On November __, [sic] 2019, District No. 1 and the Association entered into an Amended and Restated Memorandum of Understanding (the “**MoU**”). Section 7 of the MoU provides that District No. 1 “retains the right to transfer the maintenance, management and financial responsibility for any, or all of the tracts to the [Association], or any other entity in the future.”


The undersigned hereby give notice of the intent to (a) terminate the Agreement and (b) assign maintenance, management and financial responsibility of all tracts owned by the Districts to the District.

The foregoing does not preclude the Parties from executing one or more new agreements to effectively replace the Agreement and the MoU; rather, it is intended to provide the Association timely notice for the Association’s annual budgeting process.

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

By: 
Chairman

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

By: 
Chairman

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09050	0	5000	36798	10/31/2023	12/12/2023	10 Accounting	1,628.00
**** TOTAL ****						Simmons & Wheeler PC	1,628.00
01-000-09620	0	5001	83263	10/31/2023	12/12/2023	10 Underdrain maintenance	3,184.00
01-000-09620	0	5001	83264	10/31/2023	12/12/2023	10 Storm Drainage Mainten	8,240.00
01-000-09640	0	5001	83265	10/31/2023	12/12/2023	10 Fence Replacement Proj	1,560.00
01-000-09620	0	5001	83266	10/31/2023	12/12/2023	Model Lot Drainage	1,055.00
**** TOTAL ****						J. R. Engineering, LLC	14,039.00
01-000-09450	0	5002	1089304357	12/08/2023	12/12/2023	Reimb Director for Websit	864.00
**** TOTAL ****						Kevin Stadler	864.00
01-000-09200	0	5003	10 31 23	10/31/2023	12/12/2023	10 Legal	17,140.45
01-000-09300	0	5003	11 30 23	11/30/2023	12/12/2023	11 Legal	17,648.00
**** TOTAL ****						Cockrel Ela Glesne Greher & Ruhland	34,788.45
01-000-05700	0	5004	SSMD1-2023	10/31/2023	12/12/2023	10 District Engineer	4,615.00
01-000-05700	0	5004	SSMD1-2023	11/30/2023	12/12/2023	11 District Engineer	3,445.00
**** TOTAL ****						Earnweald Consulting Services, LLC	8,060.00
01-000-09610	0	5005	10.11.23-1	06/03/2023	12/12/2023	10 Pond maintenace	10,700.00
01-000-09650	0	5005	11.1.23-2	11/01/2023	12/12/2023	10 Trail maintenace	13,280.00
01-000-09610	0	5005	11.1.23-3	11/19/2023	12/12/2023	11 Clean up / water trans	7,547.60
**** TOTAL ****						Environmental Landworks Company Inc	31,527.60
01-000-09640	0	5006	159730	11/01/2023	12/12/2023	10 Inspection F14 Trail	625.00
01-000-09640	0	5006	161138	12/01/2023	12/12/2023	11 Inspection F14 Trail	625.00
**** TOTAL ****						CMS Environmental Solutions, LLC	1,250.00
01-000-09640	0	5007	23-0651	11/16/2023	12/12/2023	Boathouse and well Winter	1,560.00
**** TOTAL ****						Colorado Water Well, Inc.	1,560.00
01-000-09640	0	5008	320177	10/09/2023	12/12/2023	10 Concrete replacement -	8,500.00
**** TOTAL ****						Custom Fence & Supply, Inc.	8,500.00
01-000-09640	0	5009	003	12/12/2023	12/12/2023	Locks - pool gates	5,004.20
**** TOTAL ****						Aurora Colorado Locksmith 247	5,004.20
01-000-09630	0	5010	1772	11/01/2023	12/12/2023	10 Security Services	6,775.00
01-000-09630	0	5010	1779	12/01/2023	12/12/2023	11 Security Services	6,775.00
**** TOTAL ****						Metropolitan Dist Public Safety Grp	13,550.00
01-000-09640	0	5011	6726	11/14/2023	12/12/2023	Lights at Arapahoe	14,512.43
**** TOTAL ****						ColoradoScapes	14,512.43
01-000-09620	0	5012	6290	11/20/2023	12/12/2023	ROW Plan & Profile	17,941.40
**** TOTAL ****						Communication Construction & Eng.	17,941.40

*** GRAND TOTAL ***

153,225.08

Requisition No. 24

**SOUTHSHORE METROPOLITAN DISTRICT
IMPROVEMENT ESCROW**

Southshore Recovery District Improvement Escrow – 148957.1

The undersigned District Representative (capitalized terms used herein shall have the meanings ascribed thereto by the above Escrow) hereby makes a requisition from the Escrow Funds held by UMB Bank, n.a., as trustee under the Escrow, and in support thereof states:

1. The amount to be paid or reimbursed pursuant hereto is \$ 279.45 *plus accrued interest.
2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

Southshore Metropolitan District No. 2
304 Inverness Way South, Suite 304
Englewood, CO 80112

3. Payment is due to the above person(s) for (describe nature of the obligation) Close account for future capital expenses.

4. The amount to be paid or reimbursed pursuant hereto shall be transmitted by the Trustee as follows (wire transfer or other transmission instructions): check mailed to District.

5. The above payment obligations have been or will be properly incurred, is or will be a proper charge against the Project Fund and have not been the basis of any previous withdrawal. The disbursement requested herein will be used solely for the payment of Project Costs.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of December 2023.

District Representative