

**NOTICE AND AGENDA**  
**OF THE COORDINATED**  
**REGULAR MEETING OF**  
**SOUTHSHORE METROPOLITAN DISTRICT NO. 1**  
**AND**  
**SOUTHSHORE METROPOLITAN DISTRICT NO. 2**

Time: Tuesday, October 10, 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 September 12, 2023 Special Meeting. **(District Nos. 1 and 2)**
3. Public Comment.
4. Discuss and consider approval of Quitclaim Deed to transfer properties owned by District No. 1 to District No. 2. **(District Nos. 1 and 2)**
5. Discuss conveyance of Southshore Recovery Acquisition, LLC properties **(District No. 2)**
6. Update on status of Dissolution of District No. 1 and banking matters of District No. 2; approve and/or ratify any related actions. **(District Nos. 1 and 2)**
7. Discuss and adopt Resolution regarding Name Change. **(District No. 2)**
8. Accountant's Report and review of financials and claims payable. **(District Nos. 1 and 2)**
9. Discuss 2024 preliminary budget. **(District No. 2)**
10. District Engineer's Oral Report. **(District Nos. 1 and 2)**
11. Discuss and approve proposal for street snow plowing and related IGA with the City **(District Nos. 1 and 2)**

12. Discuss and approve proposal for landscape lighting work under Titus Road. **(District No. 2)**
13. Review and approve Sports Court proposal from JR Engineering **(District No. 2)**
14. Discuss wildfire mitigation **(District No. 2)**
15. Safety and Security Update **(District No. 2)**
16. Discuss and approve Temporary Construction Easement. **(District Nos. 1 and 2)**
17. Discuss underdrain project. **(District Nos. 1 and 2)**
18. Discuss damage to Titus Road. **(District No. 2)**
19. Discuss and approve Interpretive Sign design proposal from notchcode creative. **(District No. 2)**
20. Discuss and approve District and HoA simplification. **(District No. 2)**
21. Discuss District Management Request for Proposals. **(District No. 2)**
22. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding the Districts' contractual obligations, contract offers, construction matters, transfers of assets, dissolution of District No. 1, HoA contracts and facilities management issues, and related matters. **(District Nos. 1 and 2)**
23. Possible action on matters discussed in Executive Session. **(District Nos. 1 and 2)**
24. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

By /s/ Ryan Zent  
Ryan Zent, President

# RECORD OF PROCEEDINGS

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## MINUTES OF THE COORDINATED SPECIAL MEETING OF SOUTHSHORE METROPOLITAN DISTRICT NOS. 1 AND 2 HELD SEPTEMBER 12, 2023

A Coordinated Special Meeting of the Boards of Directors of the Southshore Metropolitan District No. 1 (“**District No. 1**”) and Southshore Metropolitan District No. 2 (“**District No. 2**” and collectively with District No. 1, the “**Districts**”) was held on September 12, 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, **District Nos. 1 and 2**  
Kevin Stadler, Vice President/Secretary/Treasurer, **District Nos. 1 and 2**  
P. Joseph Knopinski, Vice President/Assistant Secretary/Treasurer, **District No. 1**  
Jeff Bergeon, Vice President/Assistant Secretary/Treasurer,  
**District No. 2**  
Kevin Chan, Vice President/Assistant Secretary/Treasurer, **District No. 2**

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#### Absent (excused):

Aaron L. Clutter, Vice President/Assistant Secretary/Treasurer,  
**District No. 1**

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#### 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**”)  
Sarah H. Luetjen of CEGR  
Colette Palmer  
A member of the public

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### CONFLICTS OF INTEREST

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

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NOTICE

Ms. Luetjen stated that Notice had been properly posted at least 24 hours prior to the meeting on the Districts' website. Ms. Luetjen 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.

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AUGUST 8, 2023  
MINUTES

The Boards of District Nos. 1 and 2 considered the Minutes of the August 8, 2023 Coordinated Regular Board meeting. After discussion and upon motion duly made, seconded and unanimously carried, the Minutes of District Nos. 1 and 2 Joint Board meeting were approved as revised.

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PUBLIC COMMENT

None.

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APPOINTMENT TO  
FILL VACANCY,  
DISTRICT NO. 2

It was noted that that there is currently one vacancy on the Board of District No. 2. Following discussion and upon motion duly made, seconded and unanimously carried, the Board appointed Colette Palmer to fill a vacancy on the Board of District No. 2 for a term to expire in May, 2025.

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ELECTION OF  
OFFICERS,  
DISTRICT NO. 2

Following discussion and upon motion duly made, seconded and unanimously carried, the Board of District No. 2 elected the officers to the District No. 2 Board as follows:

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

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DISTRICT NO. 1  
DISSOLUTION

Mr. Greher provided an update on the dissolution of District No. 1 to the Board noting that the Ms. Hamilton and President Zent are wrapping up on various financial matters and should be done by the last week in September.

Mr. Greher then noted that all property owned by District No. 1 will need to be conveyed to District No. 2. Mr. Greher also stated that water and sewer improvements may need to be conveyed to the City. He will discuss further with Director Clutter and report back to the Board.

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ACCOUNTANT'S  
REPORT

Ms. Hamilton reviewed the financials with the Board of each District. 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 of District No. 1 (a) approved and confirmed the disbursements as presented and (b) approved the checks.

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PUBLIC HEARING  
ON 2023 BUDGET  
AMENDMENT  
HEARING,  
DISTRICT NO. 2

Director Stadler opened the public hearing on the 2023 budget amendment for District No. 2, 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 2023 budget amendment. The public hearing was closed.

Ms. Hamilton reviewed the budget amendment for District No. 2 and noted that additional expenditures in the Capital Projects Fund were necessary resulting in expenditures in excess of appropriations for the 2023 fiscal year, that such additional expenditures were contingencies which could not have been reasonably foreseen at the time of adoption of the first budget amendment, and that funds were available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the Capital Projects Fund.

Upon motion duly made, seconded and unanimously carried, the Board approved the Resolution to Adopt the Amended 2023 Budget.

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ENGINEER'S  
REPORT

Mr. Richter informed the Board that all retainage has been released. Filing 18 including the lighthouse, has been closed out with the City of Aurora. The open space is expected to be closed out before the end of the year. Mr. Richter then noted that the grass around Pond C will need to continue to grow and the chain link fence will need to be removed before it opens back up.

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SAFETY/SECURITY  
UPDATE

Mr. Greher noted that he received consent for security services from the City of Aurora Police Department. Mr. Greher will alert Andy Carroll, Metropolitan District Public Safety Group, LLC.

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COLOSCAPES  
PROPOSAL (UP  
LIGHTING)

Upon motion duly made, seconded and unanimously carried, the Board approved the ColoScapes proposal for up lighting the Board approved the contract and authorized Mr. Richter to move forward with the project, not to exceed \$10,000. Mr. Richter noted that he will work with Director Stadler.

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TEMPORARY  
CONSTRUCTION  
EASEMENT

Mr. Richter reported that he had not heard from the residents and noted they are waiting for word from the City of Aurora. No action was taken.

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UNDERDRAIN  
ISSUES

Tabled.

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TITUS ROAD

Mr. Richter stated that he would check on the progress with the City. Director Stadler noted that he would like to provide an update to the community.

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INTERPRETIVE  
SIGN PROPOSAL

President Zent noted that he will be meeting with notchcode and hopes to have a formal proposal at the October meeting. Mr. Richter and Ms. Palmer with assist President Zent.

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DISTRICT NO. 2  
NAME CHANGE

Mr. Greher noted that there is nothing to do at this time. No action was taken.

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DISTRICT AND  
HOA  
SIMPLIFICATION

Director Stadler noted that the Southshore Design Review Committee is reviewing the declaration.

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DISTRICT  
MANAGEMENT

Director Stadler stated that he is working on a revised proposal and will provide an update to the Board at the next meeting.

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EXECUTIVE  
SESSION

Not needed.

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ACTION ON  
MATTERS  
DISCUSSED IN  
EXECUTIVE  
SESSION

None.

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SPECIAL EVENT  
PERMIT  
(LIGHTHOUSE)

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the City of Aurora's Special Event Permit to hold a Murder Mystery Party at the Lighthouse.

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SPECIAL EVENT  
PERMIT  
(LAKEHOUSE)

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the City of Aurora's Special Event Permit to hold a Octoberfest/Fall Fest at the Lakehouse.

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SAVE THE  
AURORA  
RESERVOIR

Director Chan discussed putting together a non-District supported watch party to view the October 1, 2023 County hearing regarding regulations on oil and gas.

OTHER MATTERS

Director Bergeon noted that the Lakehouse beer pour station had been closed before the posted closing time and that the gym has also closed early in the past. Director Stadler stated that due to security issues, the gym hours have changed and it now closes at 8pm.

Director Chan discussed various issues with speeding in the community.

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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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Sarah H. Luetjen, Secretary for the meeting



APPROVED

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Kevin Stadler

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Ryan Zent

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Jeff Bergeon

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Kevin Chan

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Joe Knopinski

**QUITCLAIM DEED**

THIS DEED is made this 10<sup>th</sup> day of October 2023, between Southshore Metropolitan District No. 1, a , a quasi-municipal corporation and political subdivision of the State of Colorado whose address is c/o Cockrel Ela Glesne Greher & Ruhland, P.C., 44 Cook Street, Suite 620, Denver, CO 80206, hereinafter referred to as “Grantor” and Southshore Metropolitan District No. 2, a , a quasi-municipal corporation and political subdivision of the State of Colorado whose address is c/o Cockrel Ela Glesne Greher & Ruhland, P.C., 44 Cook Street, Suite 620, Denver, CO 80206, hereinafter referred to as “Grantee”.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, as described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

GRANTOR:  
SOUTHSHORE METROPOLITAN DISTRICT  
NO. 1

By: \_\_\_\_\_  
Title: Ryan Zent, President

STATE OF COLORADO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of October, 2023, by Ryan Zent as President of Southshore Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
(DESCRIPTION OF PROPERTY AND IMPROVEMENTS CONVEYED)**

TRACT A SOUTHSHORE AT AURORA SUB 1ST FLG

TRACT I SOUTHSHORE AT AURORA SUB 1ST FLG

TRACT A BLK 1 SOUTHSHORE AT AURORA SUB 2ND FLG

TRACT A SOUTHSHORE AT AURORA SUB 6TH FLG 1ST AMENDMENT

TRACT C SOUTHSHORE AT AURORA SUB 6TH FLG 1ST AMENDMENT

TRACT A SOUTHSHORE AT AURORA SUB 8TH FLG

TRACT A SOUTHSHORE AT AURORA SUB 9TH FLG

TRACT C SOUTHSHORE AT AURORA SUB 9TH FLG

TRACT B SOUTHSHORE AT AURORA SUB 9TH FLG

TRACT B BLK 3 SOUTHSHORE AT AURORA SUB 5TH FLG

TRACT B SOUTHSHORE AT AURORA SUB 8TH FLG

TRACT C SOUTHSHORE AT AURORA SUB 1ST FLG

TRACT E SOUTHSHORE AT AURORA SUB 1ST FLG

TRACT F SOUTHSHORE AT AURORA SUB 1ST FLG

TRACT G SOUTHSHORE AT AURORA SUB 1ST FLG

TRACT B BLK 2 SOUTHSHORE AT AURORA SUB 2ND FLG

TRACT A BLK 1 SOUTHSHORE AT AURORA SUB 3RD FLG

TRACT B BLK 4 SOUTHSHORE AT AURORA SUB 3RD FLG

TRACT A BLK 1 SOUTHSHORE AT AURORA SUB 5TH FLG

TRACT C BLK 3 SOUTHSHORE AT AURORA SUB 5TH FLG

TRACT D BLK 3 SOUTHSHORE AT AURORA SUB 5TH FLG

TRACT B SOUTHSHORE AT AURORA SUB 6TH FLG 1ST AMENDMENT

TRACT A BLK 1 SOUTHSHORE AT AURORA SUB 4TH FLG

TRACT B BLK 4 SOUTHSORE AT AURORA SUB 4TH FLG  
TRACT B SOUTHSORE AT AURORA SUB 1ST FLG  
LOT 1 BLK 1 SOUTHSORE AT AURORA SUB 7TH FLG  
TRACT A SOUTHSORE AT AURORA SUB FLG NO 11, EX M/R'S  
TRACT D SOUTHSORE AT AURORA SUB FLG NO 11, EX M/R'S  
TRACT E SOUTHSORE AT AURORA SUB FLG NO 11, EX M/R'S  
TRACT C SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT D SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT G SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT H SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT E SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT F SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT I SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT A SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT B SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S  
TRACT C SOUTHSORE AT AURORA SUB FLG NO 19  
TRACT B SOUTHSORE AT AURORA SUB FLG NO 19  
TRACT E SOUTHSORE AT AURORA SUB FLG NO 19  
TRACT A SOUTHSORE AT AURORA SUB FLG NO 12  
TRACT B SOUTHSORE AT AURORA SUB FLG NO 12  
TRACT C SOUTHSORE AT AURORA SUB FLG NO 12  
TRACT D SOUTHSORE AT AURORA SUB FLG NO 12  
TRACT E SOUTHSORE AT AURORA SUB FLG NO 12  
TRACT A SOUTHSORE AT AURORA SUB FLG NO 13 EX M/R'S  
TRACT C SOUTHSORE AT AURORA SUB FLG NO 13 EX M/R'S

TRACT D SOUTHSHORE AT AURORA SUB FLG NO 13 EX M/R'S

TRACT H SOUTHSHORE AT AURORA SUB FLG NO 13 EX M/R'S

TRACT H SOUTHSHORE AT AURORA SUB FLG NO 12

TRACT I SOUTHSHORE AT AURORA SUB FLG NO 12

TRACT J SOUTHSHORE AT AURORA SUB FLG NO 12

TRACT K SOUTHSHORE AT AURORA SUB FLG NO 12

PRIVATE DRIVE SOUTHSHORE AT AURORA SUB FLG NO 12

TRACT L SOUTHSHORE AT AURORA SUB FLG NO 12

THAT PART OF THE SE 1/4 OF SEC 28-5-65 DESC AS COMM AT THE SW COR OF SD SEC TH NE 3066.01 FT TO THE POB TH NE 277.43 FT TH SE 72.2 FT 72.62 FT & 78.42 FT TH SW 98.01 FT & 99.14 FT TO BEG SEC 28-5-65

LOT 2 BLK 1 SOUTHSHORE AT AURORA SUB FLG NO 14

LOT 1 BLK 1 SOUTHSHORE AT AURORA SUB FLG NO 18 EX THAT PART OF THE SE 1/4 OF SEC 28-5-65 DESC AS COMM AT THE SW COR OF SD SEC TH NE 3066.01 FT TO THE POB TH NE 277.43 FT TH SE 72.2 FT & 78.42 FT TH SW 98.01 FT & 99.14 FT TO BEG

TRACT G SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT F SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT H SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT I SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT A SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT J SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT K SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT L SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT N SOUTHSHORE AT AURORA SUB FLG NO 19

TRACT D SOUTH SHORE AT AURORA SUB FLG NO 19

TRACT O SOUTH SHORE AT AURORA SUB FLG NO 19

TRACT P SOUTH SHORE AT AURORA SUB FLG NO 19

TRACT Q SOUTH SHORE AT AURORA SUB FLG NO 19

TRACT M SOUTHSORE AT AURORA SUB FLG NO 19

TRACT R SOUTHSORE AT AURORA SUB FLG NO 19

TRACT G SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S

TRACT H SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S

TRACT F SOUTHSORE AT AURORA SUB FLG NO 10 EX M/R'S

THAT PART OF THE SE 1/4 OF SEC 28-5-65 DESC AS COMM AT THE SW COR  
OF SD SEC TH NE 3066.01 FT TO THE POB TH NE 277.43 FT TH SE 72.2 FT 72.62  
FT & 78.42 FT TH SW 98.01 FT & 99.14 FT TO BEG SEC 28-5-65

## SOUTHSHORE METROPOLITAN DISTRICT NO. 2

### A RESOLUTION APPROVING CHANGING THE NAME OF SOUTHSHORE METROPOLITAN DISTRICT NO. 2 TO “SOUTHSHORE METROPOLITAN DISTRICT”

WHEREAS, Southshore Metropolitan District No. 2 (the “**District**”) was formed by an Order of the Court entered December 3, 2002 in accordance with Title 32, Article 1, C.R.S., as amended (the “**Act**”); and

WHEREAS, Southshore Metropolitan District No. 1 (“**District No. 1**”) was also formed by an Oder of the Court entered December 3, 2002 in accordance with the Act; and

WHEREAS, the Board of Directors for District No. 1 passed a Resolution to Dissolve District No. 1 on February 14, 2023, which dissolution was approved by the Findings, Order and Decree Dissolving the Southshore Metropolitan District No. 1 (the “**Dissolution Order**”) entered by the District Court for Arapahoe County on August 17, 2023; and

WHEREAS, with the Dissolution of District No. 1, the District’s continued use of the name “Southshore Metropolitan District No. 2” may lead to confusion; and

WHEREAS, changing the District’s name would be in the best interests of the District and promote the health, safety, and prosperity of the District and its residents and taxpayers; and

WHEREAS, the proposed name change of the District will not be detrimental to the interests of any person or entity; and

WHEREAS, the proposed name change of the District is not intended to defraud any person or entity, nor will it in fact result in the defrauding of any person or entity; and

WHEREAS, a change in the name of the District will not affect the identity of the District, nor affect its rights, privileges, or liabilities in any way.

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

1. Incorporation of Recitals. The recitals above are incorporated into this Resolution by reference.

2. District Name. It is in the best interest of the District that its name be changed to “Southshore Metropolitan District”.

3. Direction to Officers and Agents. After the Dissolution of District No. 1 is complete (upon recording of the Dissolution Order with the County Clerk and Recorder under the Act), the President or any other Director of the District, is granted the further authority to take all actions reasonably necessary to give full effect to the resolutions

contained herein. In particular, the District’s legal counsel is directed to petition the District Court for the County of Arapahoe, State of Colorado, for an Order changing the name of the District to “Southshore Metropolitan District”.

4. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

5. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board of Directors.

ADOPTED this 10<sup>th</sup> day of October, 2023.

Southshore Metropolitan District No. 2

By \_\_\_\_\_  
Ryan Zent, President

Attest:

\_\_\_\_\_  
Jeffrey Bergeon, Assistant Secretary



Southshore Metropolitan District No. 1  
Claims to be approved - 10/10/2023 Meeting

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
CMS Environmental Solutions, LLC	156813	9/1/2023	08 Inspections - F18 Poolhouse	\$ 640.00
CMS Environmental Solutions, LLC	158259	10/1/2023	09 Inspections - F14 Trail Extension	625.00
Cockrel Ela Glesne Greher & Ruhland	09 30 23	9/30/2023	09 Legal Services	7,123.45
Custom Fence & Supply, Inc.	319386	8/31/2023	Install Brick Wall Replacement	283,640.50
Earnweald Consulting Services, LLC	SSMD1-2023-51	9/30/2023	09 District Engineer	3,250.00
Environmental Landworks Company Inc	9.25.23 - 1	9/25/2023	Mow and clean seeded area - Flg14 Detention Pond	7,740.00
Simmons & Wheeler PC	36403	8/31/2023	08 Accounting Svcs	4,852.76
				<u>\$ 307,871.71</u>

Southshore Metropolitan District No. 1  
Financial Statements

August 31, 2023

ACCOUNTANT'S COMPILATION REPORT

Board of Directors  
Southshore Metropolitan District No. 1

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District No. 1, as of and for the period ended August 31, 2023, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the eight months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

We are not independent with respect to Southshore Metropolitan District No. 1 because we performed certain accounting services that impaired our independence.

*Simmons & Wheeler P.C.*

October 3, 2023  
Englewood, Colorado

Southshore Metropolitan District No. 1  
Balance Sheet - Governmental Funds and Account Groups  
August 31, 2023

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
<b>ASSETS</b>			
Current assets			
Cash in checking	\$ 38,249	\$ -	\$ 38,249
Due from District No. 2	<u>375,000</u>	<u>-</u>	<u>375,000</u>
	<u>413,249</u>	<u>-</u>	<u>413,249</u>
Other assets			
Capital improvements	<u>-</u>	<u>51,122,696</u>	<u>51,122,696</u>
Total Assets:	<u>\$ 413,249</u>	<u>\$ 51,122,696</u>	<u>\$ 51,535,945</u>
<b>LIABILITIES</b>			
Current liabilities			
Accounts payable	<u>\$ 358,844</u>	<u>\$ -</u>	<u>\$ 358,844</u>
	<u>358,844</u>	<u>-</u>	<u>358,844</u>
Total Liabilities:	<u>358,844</u>	<u>-</u>	<u>358,844</u>
<b>FUND BALANCES</b>			
Fund balance - unrestricted	<u>54,405</u>	<u>-</u>	<u>54,405</u>
Total Fund balances:	<u>54,405</u>	<u>51,122,696</u>	<u>51,177,101</u>
	<u>\$ 413,249</u>	<u>\$ 51,122,696</u>	<u>\$ 51,535,945</u>

Southshore Metropolitan District No. 1  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Eight Months Ended August 31, 2023  
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
<b>Revenues</b>			
Transfer from District #2	\$ 3,095,336	\$ 1,131,057	\$ (1,964,279)
Reimbursements from other governments	-	25,182	25,182
Misc income - Safety grant	-	3,804	3,804
	<u>3,095,336</u>	<u>1,160,043</u>	<u>(1,935,293)</u>
<b>Expenditures</b>			
Accounting & audit	50,000	19,101	30,899
Engineering	-	35,490	(35,490)
Insurance	60,000	68,557	(8,557)
Legal	125,000	72,529	52,471
Election expenses	10,000	-	10,000
Irrigation water & electric	50,000	35,056	14,944
Repairs and maintenance / fencing	-	226,422	(226,422)
Stormwater management	800,000	54,494	745,506
Pump system monitoring	-	55,428	(55,428)
Underdrain management	750,000	56,809	693,191
Landscape maintenance	600,000	368,379	231,621
Miscellaneous expense	2,000	175,046	(173,046)
Asset replacement reserve	775,000	-	775,000
Contingency	42,944	-	42,944
Emergency reserve	73,410	-	73,410
	<u>3,338,354</u>	<u>1,167,311</u>	<u>2,171,043</u>
Excess (deficiency) of revenues over expenditures	(243,018)	(7,268)	235,750
Fund balance - beginning	<u>243,018</u>	<u>61,673</u>	<u>(181,345)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 54,405</u>	<u>\$ 54,405</u>

Southshore Metropolitan District No. 2  
Financial Statements

August 31, 2023

ACCOUNTANT'S COMPILATION REPORT

Board of Directors  
Southshore Metropolitan District No. 2

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District No. 2, as of and for the period ended August 31, 2023, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the eight months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

We are not independent with respect to Southshore Metropolitan District No. 2 because we performed certain accounting services that impaired our independence.

*Simmons & Wheeler P.C.*

October 3, 2023  
Englewood, Colorado

Southshore Metropolitan District No. 2  
Balance Sheet - Governmental Funds and Account Groups  
August 31, 2023

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
<b>Assets:</b>					
<b>Current assets</b>					
Cash in savings	\$ 2,340,803	\$ -	\$ -	\$ -	\$ 2,340,803
Cash with trustee	-	6,538,656	672	-	6,539,328
Cash with county treasurer	36,692	5,867	-	-	42,559
Accounts receivable - development fee	-	20,000	-	-	20,000
	<u>2,377,495</u>	<u>6,564,523</u>	<u>672</u>	<u>-</u>	<u>8,942,690</u>
<b>Other assets</b>					
Amount available in debt service fund	-	-	-	6,564,523	6,564,523
Amount to be provided for retirement of debt	-	-	-	52,135,477	52,135,477
	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,700,000</u>	<u>58,700,000</u>
	<u>\$ 2,377,495</u>	<u>\$ 6,564,523</u>	<u>\$ 672</u>	<u>\$ 58,700,000</u>	<u>\$ 67,642,690</u>
<b>Liabilities:</b>					
<b>Current liabilities</b>					
Due to District 1	\$ 375,000	\$ -	\$ -	\$ -	\$ 375,000
	<u>375,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>375,000</u>
Bonds Payable - Series 2020A-1	-	-	-	26,745,000	26,745,000
Bonds Payable - Series 2020A-2	-	-	-	12,780,000	12,780,000
Bonds Payable - Series 2020B	-	-	-	19,175,000	19,175,000
Total liabilities	<u>375,000</u>	<u>-</u>	<u>-</u>	<u>58,700,000</u>	<u>59,075,000</u>
<b>Fund Equity:</b>					
<b>Restricted:</b>					
Debt service	-	6,564,523	-	-	6,564,523
Capital projects	-	-	672	-	672
Unrestricted	2,002,495	-	-	-	2,002,495
	<u>2,002,495</u>	<u>6,564,523</u>	<u>672</u>	<u>-</u>	<u>8,567,690</u>
	<u>\$ 2,377,495</u>	<u>\$ 6,564,523</u>	<u>\$ 672</u>	<u>\$ 58,700,000</u>	<u>\$ 67,642,690</u>



Southshore Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Eight Months Ended August 31, 2023  
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ 2,619,764	\$ 2,584,327	\$ (35,437)
Specific ownership taxes	269,366	200,927	(68,439)
Interest income	<u>3,500</u>	<u>54,032</u>	<u>50,532</u>
	<u>2,892,630</u>	<u>2,839,286</u>	<u>(53,344)</u>
Expenditures			
Treasurer fees	39,296	38,773	523
Miscellaneous expense	100	-	100
Transfer to District #1	3,095,336	1,131,057	1,964,279
Emergency reserve	<u>1,164</u>	<u>-</u>	<u>1,164</u>
	<u>3,135,896</u>	<u>1,169,830</u>	<u>1,966,066</u>
Excess (deficiency) of revenues over expenditures	(243,266)	1,669,456	1,912,722
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>3,280</u>	<u>3,280</u>
Total other financing sources (uses)	<u>-</u>	<u>3,280</u>	<u>3,280</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(243,266)	1,672,736	1,916,002
Fund balance - beginning	<u>243,266</u>	<u>329,759</u>	<u>86,493</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 2,002,495</u>	<u>\$ 2,002,495</u>

Southshore Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Eight Months Ended August 31, 2023  
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
<b>Revenues</b>			
Property taxes	\$ 1,891,472	\$ 1,866,077	\$ (25,395)
System development fees	62,500	170,000	107,500
Interest income	<u>10,000</u>	<u>181,089</u>	<u>171,089</u>
	<u>1,963,972</u>	<u>2,217,166</u>	<u>253,194</u>
<b>Expenditures</b>			
Bond principal - 2020 A-1	1,170,000	292,858	877,142
Bond interest - 2020 A-1	585,716	255,600	330,116
Bond interest - 2020 A-2	511,200	-	511,200
Bond interest - 2020 B	777,850	-	777,850
Treasurer's fee	28,681	27,997	684
Trustee / paying agent fees	<u>10,000</u>	<u>7,000</u>	<u>3,000</u>
	<u>3,083,447</u>	<u>583,455</u>	<u>2,499,992</u>
Excess (deficiency) of revenues over expenditures	(1,119,475)	1,633,711	2,753,186
Fund balance - beginning	<u>4,803,203</u>	<u>\$ 4,930,812</u>	<u>127,609</u>
Fund balance - ending	<u>\$ 3,683,728</u>	<u>\$ 6,564,523</u>	<u>\$ 2,880,795</u>

Southshore Metropolitan District No. 2  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Eight Months Ended August 31, 2023  
Capital Projects Fund

See Accountant's Compilation Report

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Developer contributions	\$ -	\$ -	\$ -
Interest	<u>-</u>	<u>43</u>	<u>43</u>
	<u>-</u>	<u>43</u>	<u>43</u>
 Expenditures			
Transfer to District 1	<u>720</u>	<u>-</u>	<u>720</u>
	<u>720</u>	<u>-</u>	<u>720</u>
 Excess (deficiency) of revenues over expenditures	 (720)	 43	 763
 Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>(3,280)</u>	<u>(3,280)</u>	<u>-</u>
Total other financing sources (uses)	<u>(3,280)</u>	<u>(3,280)</u>	<u>-</u>
 Excess (deficiency) of revenues and other sources over expenditures and other uses	 (4,000)	 (3,237)	 763
 Fund balance - beginning	<u>4,000</u>	<u>3,909</u>	<u>(91)</u>
 Fund balance - ending	<u>\$ -</u>	<u>\$ 672</u>	<u>\$ 672</u>

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

**THIS AGREEMENT FOR SNOW REMOVAL AND PLOWING OPERATIONS** (this “Agreement”) is dated this 10<sup>th</sup> day of October, 2023, by and between the City of Aurora, Colorado, a home rule municipal corporation (the “City”), and the Southshore Metropolitan District No. 2, a quasi-municipal 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 provides certain operations and maintenance services within the Southshore subdivision and the roads identified in this Agreement are internal to said subdivision; and

**WHEREAS**, the District 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 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 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’s Board of Directors (the “District 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 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 10<sup>th</sup> day of October 2023, and shall end on the 30th day of June 2024, 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 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. In the event that the District desires or needs to change or replace such Operator during the term of this Agreement, the District 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 and any Operator shall comply with the provisions of Exhibit B attached hereto and incorporated herein by this reference, and the District 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 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 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 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 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 and shall be at the sole expense of the District. 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 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: Southshore Metropolitan District No. 2  
c/o CEGR Law  
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, Suite 3300  
Aurora, CO 80112

10. THIS AGREEMENT IS MADE AT THE REQUEST OF THE DISTRICT FOR THE DISTRICT'S BENEFIT. THE DISTRICT DOES HEREBY WAIVE, REMISE, AND RELEASE ANY CLAIM, RIGHT, OR CAUSE OF ACTION THE DISTRICT 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 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 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 to conduct snow removal operations on the identified City roads, but the District 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 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 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's obligations or actions or inactions, and the Operator's obligations or actions or inactions, under this Agreement. The District 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'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 \_\_\_\_\_  
PRESIDENT

Attested to:

By \_\_\_\_\_  
ASSISTANT SECRETARY



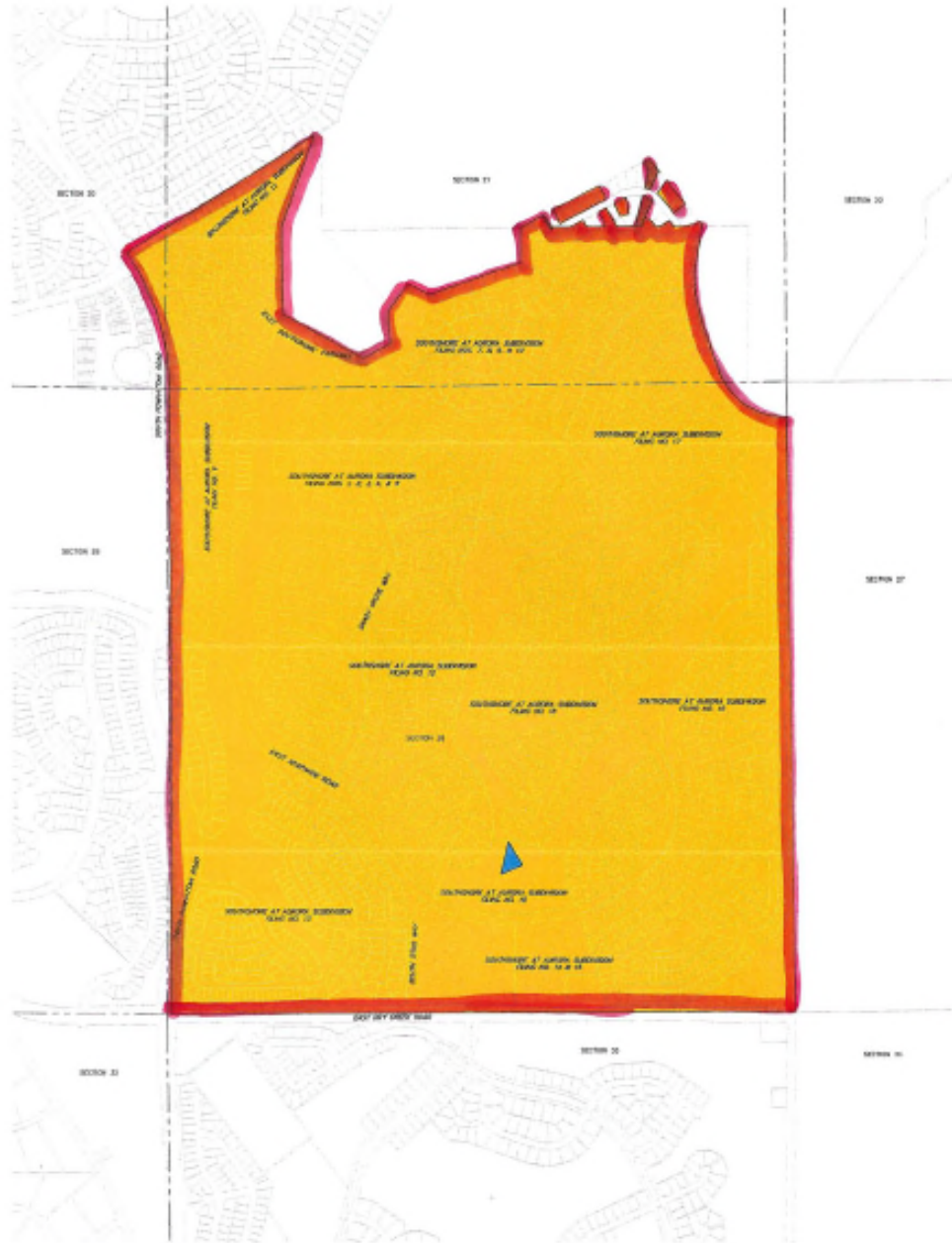
## **EXHIBIT A**

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, as generally depicted within the red border as shown on the attached map.

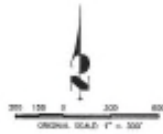
# SOUTHSHORE METROPOLITAN DISTRICT MAP

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**

<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>	SOUTHSHORE METROPOLITAN DISTRICT NO. 1
<span style="background-color: orange; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>	SOUTHSHORE METROPOLITAN DISTRICT NO. 2
<span style="background-color: lightyellow; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>	SOUTHSHORE METROPOLITAN DISTRICT NO. 1 & NO. 2



DISTRICT MAP  
 SOUTHSHORE METROPOLITAN DISTRICT  
 JOB NO. 15730-10  
 01/20/2022  
 SHEET 1 OF 1



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 800-368-8888 • www.jracura.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 Manager for the District or such other designee as indicated by the Board.

### 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 shall file a snow and ice control plan with the City of Aurora no later than October 1<sup>st</sup> 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 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;
  - Types & models of liquid pre-treatment systems, if applicable.
- D. List of materials to be used during operations. The District 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. The District 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 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 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 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 1<sup>st</sup> of any year covered by this contract.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance and Indemnities:** Prior to commencement of this Agreement, the District 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 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 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 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 and the Operator shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. The District agrees that the required

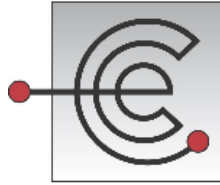
coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of District's or the Operator's coverage is renewed at any time prior to the expiration of this Agreement, the District 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 AX and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The District 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'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.**

**Communication Construction & Engineering, Inc.**

901 E 73rd Ave  
Denver, CO 80229-6816



# Estimate

**ADDRESS**

Doug Richter  
E5X Management  
7353 South Alton Way  
Centennial, CO 80112  
United States

**ESTIMATE #** 6134

**DATE** 09.26.2023

**SALES REP**

Norm

ACTIVITY	QTY	RATE	AMOUNT
Pricing below for work at Southshore Subdivision. We will apply for ROW permits to perform potholing for Plan & Profile engineering to directional bore a 1"UL HDPE pipe into the medians at two intersections. Arapahoe Rd & Riverwood Wy and then Smoky Hill Rd & S. Titus St. Quote includes special pothole repair costs to concrete flow fill & hot patch asphalt potholes.			
Right of way engineering of proposed utility-one call quality level "A". PLSS Survey and potholing for engineering are listed on separate line items.	1	1,690.00	1,690.00
Provide ROW Plan & Profile Engineered drawings for permits	1	2,275.00	2,275.00
Obtaining Right of way permit. (Will bill actual fees)	2	360.00	720.00
Mobilization each way per truck/per mile.	240	2.50	600.00
Traffic control per day.	2	960.00	1,920.00
Obtaining Traffic Control Plans per sheet.	2	195.00	390.00
Pothole existing underground utilities/spoils clean-up/hydro-excavation (day rate). Potholing required at time of Engineering and again at time of construction per Senate Bill 18-167.	2	1,920.00	3,840.00
(Labor & Equip.) One day of directional drilling with a small drill including spoils control and potholing.	2	2,400.00	4,800.00
(Materials) Provide 1" HDPE UL Listed conduit	240	0.79	189.60
Install mule tape in empty conduit.	240	0.75	180.00
Provide Mule Tape (per ft).	240	0.07	16.80
Project Manager Labor (Per Hour)	8	165.00	1,320.00
(Labor & Materials) concrete/asphalt materials for pothole repairs (per Aurora requirements) .	1	1,625.00	1,625.00
Assumptions:	1	0.00	0.00
<p>Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds. All Engineering plans will be designed to meet the State of Colorado Subsurface Utility Engineering specifications for ASCE Quality Level D standards, or no higher than the Quality Level stated. If any agency requires a higher Quality Level than bid additional charges will apply.</p> <p>Wildlife, environmental, or stormwater impact studies are not included in this quote.</p> <p>Force Majeure- CCE is not responsible for any unforeseen circumstances.</p> <p>As-built plans are not included unless specifically mentioned in this Estimate.</p> <p>Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee increases implemented after the date of this proposal</p>			

We appreciate the opportunity to work with you and look forward to doing so again in the future.

ACTIVITY	QTY	RATE	AMOUNT
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CCE will not perform private utility locates and CCE is not responsible for all un-located utilities and/or facilities.

Pricing is based on favorable soil conditions. If we encounter difficult soils including but not limited to sandy or rocky conditions, or buried debris, there will be additional charges.

We will make three bore attempts. If we are unsuccessful there will be a \$1,700.00 minimum charge and we will renegotiate.

All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost.

If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit.

All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be restored based on AHJ regulations and this will be an additional charge. If the AHJ requires full panel replacement it will be an additional charge.

This estimate is standalone and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE.

This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled. By signing this Estimate the signor understands and agrees to the above listed assumptions.

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<p>Invoice terms are net 30. 1.5% interest per month and attorney fees will be charged on invoices not paid in 30 days. If you choose to pay with a credit card, 3.5% will be added.</p>	TOTAL	<b>\$19,566.40</b>
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Accepted By

Accepted Date





# SOUTHSHORE SPORTS COURTS

JULY 7, 2023

PREPARED FOR:  
SOUTHSHORE METROPOLITAN DISTRICT #2

PREPARED BY



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

**SERVICE ♦ EXPERTISE ♦ QUALITY**

July 7, 2023

Board of Directors  
**Southshore Metropolitan District #2**  
390 Union Blvd.  
Suite 400  
Denver, Colorado 80228



**RE: Southshore Sports Courts**

Dear Board of Directors:

**JR Engineering, LLC** is pleased to submit this proposal to provide professional engineering and surveying services to assist with the Sports Courts project located at Southshore located in the City of Aurora, Arapahoe County, Colorado. **JR** will partner with Landscape Architecture firm *Norris Design*, to assist in the design of the project. We appreciate the opportunity to be of service to **Southshore Metropolitan District #2** on this project.

**JR** looks to continue our ongoing work at the Southshore Master Planned Community, and has assembled an outstanding team of experienced professionals, with all of the expertise and resources required to successfully and efficiently assist in the design and construction of the project. I will serve as your point-of-contact for the project offering 30+ years of Project Management and Civil Design experience on projects of equivalent size and scope.

Our commitment is to provide accurate data, timely responses to requests, and efficient project scheduling.

If any additional information or clarification of our proposal is necessary, please do not hesitate to contact me at (303) 267-6220 or at [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com). We look forward to this opportunity to continue our work with the Southshore Board of Directors.

Respectfully submitted,

**JR ENGINEERING, LLC**

A handwritten signature in blue ink that reads 'Aaron L. Clutter'.

Aaron L. Clutter, PE  
President  
Ph: (303) 267-6220  
Email: [aclutter@jrengineering.com](mailto:aclutter@jrengineering.com)

## PROJECT UNDERSTANDING

**JR Engineering (JR)** appreciates the opportunity to submit the following proposal for engineering and surveying services for the Sports Courts at Southshore. The Following Scope of Services is based upon correspondence with the Client and **JR's** strong understanding of the City of Aurora's permitting process. The Client has identified two (2) potential locations for the Sports Courts, one near the "Lighthouse" and the other adjacent to Ponds B and C. **JR** will team with Project Planner and Landscape Architect, *Norris Design*, to assist the Client in the evaluation of the two (2) potential Sites during the early stages of the project. It is anticipated that irrigation service will be provided from an existing public water main adjacent to the site. No other wet utilities are anticipated with the project.

**JR's** work-plan for the project is to provide initial topographic survey for the project and prepare the base mapping files for the preparation of the Concept designs and then will be utilized for the Site Plan and Construction Documents associated with future scopes of work. **JR** will work with *Norris Design* to prepare and present preliminary layouts and concepts for the Sports Courts at the two (2) locations identified by the District. **JR** and *Norris* will help evaluate the programming desired by the residents to prepare the Options and ensure the plan is generally within the budget provided by the Metro District. This initial Scope of Service will be limited to the site evaluation and selection process with the District. An additional Scope of Services will be provided for the required Site Plan Amendment and Construction Documents once the site and Scope of Services is further defined.



**JR** can also provide proposals for additional engineering and surveying services beyond the Site Plan and Construction Documents including the following: Construction Services, As-Builts, Construction Administration, and Construction Staking upon the request from the Client.

## SCOPE OF SERVICES

### Data Collection

#### Task 101: Topographic Survey

Once a site has been selected, **JR** will establish a vertical and horizontal control network. **JR** will survey the site topography chosen by the Client as well as the adjacent roadways, parking lots, and edge tie-in conditions. This information will be used to design the sports courts.

#### Task 102: Base Map Preparation

**JR** will prepare a base drawing utilizing the survey data obtained from the field survey prepared by **JR** as outlined above. This information will be utilized to prepare a base map that will be the basis for all subsequent designs for the project.

### Preliminary Landscape Architecture

The following Scope of Services will be provided by Landscape Architecture Sub-Consultant, *Norris Design*:

#### Task 200: Program Development

*Norris Design*, will visit the site and meet with **JR** and the Southshore Metro District (further identified as SSMD) to gather project goals, discuss high level visioning, and document this into a format that can be followed through the remainder of the project. Following that meeting, *Norris Design* shall document the existing and surrounding conditions. They shall coordinate with the team and gather any available existing AutoCAD/PDF/Hardcopy drawing base information needed to begin work on the project. It is assumed that **JR** will need to create base information that is relative to current site conditions, such as providing any specific survey base or grading.

*Norris* also anticipate using some aerial photography (provided by *Norris Design*) to complete schematic design.

**Task 210: Preliminary Concept Development – Schematic Design**

Landscape Architecture Sub-Consultant, Norris Design, shall prepare (2) landscape design concepts of each of the improvement areas for review by the SMD focusing on the added amenities to the two sites. Norris Design shall prepare a “fit test” of what amenities work in the locations and then move forward with (2) rounds of concepts. Along with the initial landscape concepts, we shall also prepare an initial cost estimate for the proposed landscape.

Deliverables include: Two (2) rounds of Schematic Landscape Plan

**Task 220: Landscape Design & Pre-Application Meeting with City**

Norris Design will meet with SSMD to get comments on the design concepts. After receiving feedback, we will refine the schematic design concepts into (1) proposed design for each location along with an updated cost estimate.

Norris Design will also initiate and coordinate a Pre-Application meeting with the City. This meeting may include others from the design team and will include exhibits prepared to this point in the design process.

Deliverables include:

- A. One (1) Landscape Plan
- B. Coordinate and attend (1) Pre-Application Meeting with the City

**Task 230: Coordination and Meetings**

Norris Design will coordinate with the various team members of the project and attend meetings as directed by Client and Project Team. This Task will be billed on a Time and Material Basis.

## Design Development

**Task 300: Design Development**

JR will work together with the Client through the design elements associated with the sports courts site layout, grading, and drainage. This is the stage where critical decisions will be made in relation to site configuration, layout, and any project design constraints. JR will prepare two (2) site plans for each site that has been identified by the Client.

The layout will be evaluated utilizing the standards in accordance with the City. JR will determine any site constraints and coordinate with the client to refine the site plan layout(s) and proposed improvements. It is assumed that the project landscape architect will provide all landscape, irrigation and hard scape improvements.

## Reimbursable Expense Budget

**Task 901: Meeting and Coordination Budget**

JR will attend agency meetings, etc. as needed for project approvals. Cost shown is based on an estimated number of hours as shown in the cost spreadsheet.

**Task 902: Reimbursable Expense Budget**

JR has estimated, within this proposal, a budget for Reimbursable Expenses, which includes reproduction of plans, vehicle mileage, and miscellaneous delivery costs. These expenses will be reimbursed on a time and materials basis and the client will be notified prior to the estimated budget being exceeded.

**COST OF SERVICES SUMMARY**

The following are the summarized costs of engineering services. A Fee Schedule & Resource Allocation chart has been included that provides more detail of the person-hour breakdown for each individual task. An estimate has been provided for “Reimbursable Expenses”. This Scope of Services will be billed on a Fixed Fee basis per the attached rate schedule.

**JR Engineering Services Cost:**

**Southshore Sports Courts:**

**Task 100: Data Collection**

Topographic Survey	\$2,510.00
Base Mapping	\$2,250.00
<b>Subtotal Task 100</b>	<b>\$4,310.00</b>

**Task 200: Preliminary Landscape Architecture**

Program Development	\$2,875.00
Preliminary Concept Development – Schematic Design	\$4,600.00
Landscape Design & Pre-Application Meeting	\$4,312.50
Coordination and Meetings	\$3,105.00
<b>Subtotal Task 200</b>	<b>\$14,892.50</b>

**Task 300: Design Development**

Design Development	\$11,080.00
<b>Subtotal Task 300</b>	<b>\$11,080.00</b>

**Task 900: Reimbursable Expenses Budget**

Meetings and Coordination	\$2,880.00
Reimbursable Expense Budget	\$250.00
<b>Subtotal Task 900</b>	<b>\$3,130.00</b>

<b>TOTAL COST</b>	<b>\$33,863.00</b>
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**ASSUMPTIONS AND ADDITIONAL SERVICES**

**Assumptions:**

1. **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.
2. **JR** considers any professional services that are not specifically included in the Work Plan/Scope of Services, to be additional services that may be provided within a supplementary agreement that will be documented as a “Contract Amendment”.
3. **JR** has not included costs for Preparing Bid Documents including contract documents, bid schedules, project technical specifications, special provisions, and standard provisions. However, costs can be provided for such services upon request.
4. **JR** has not included costs for Construction Staking and Management Services, however costs can be provided upon request.
5. **JR** has not included costs for obtaining survey as-built information associated with preparing Record or As-Built Drawings in accordance with the approving jurisdictional standards and regulations.



6. **JR** has not included costs for Geotechnical/Pavement Design Recommendations.
7. **JR** has assumed that no amendments to the zoning documents for the Site will be required.
8. Expenses will be reimbursed on a time and materials basis.

**Exclusions:**

1. This Scope of Services excludes construction staking.
2. This Scope of Services excludes the preparation and processing of Site Plan and Construction Documents.
3. Photometric Plan has been excluded, and will be prepared by others.
4. Material Board and Architectural Elevations.
5. This Scope of Services excludes all structure engineering, including retaining wall design. If any structural elements are required for the project, **JR** can provide these as an Additional Service.
6. This Scope of Services excludes the preparation of project specific specifications.
7. Over-Excavation Plans.
8. Geologic Studies, Geotechnical (soils) reports, Dust Permit, and/or pavement design.
9. Franchise Utility Coordination.
10. The preparation of any Environmental impacts studies, water quality study, LOMR information for Federal Insurance Administration, NPDES, or UCH permitting.
11. All wet/dry utility design.
12. PD Amendment or Zoning Documents.
13. All Planning, Landscape Architecture and Irrigation Services.
14. Any Platting of the Site or preparation of legal descriptions.
15. Traffic Studies, Traffic Impact Analysis or Traffic Compliance Letters.

**Additional Services:**

JR can provide the following as Additional Services if requested by the Client:

1. **JR** will prepare Legal Descriptions with exhibits at \$1,000.00/legal description with exhibit, if required.
2. **JR** will provide an additional Scope of Services for the preparation of Entitlements, Construction Documents including Final Plat, and offsite utility connections as requested by the Client.
3. **JR** considers any professional services that are not specifically included in the Work Plan/Scope of Services, to be additional services that may be provided within a supplementary agreement that will be documented as a "Contract Amendment".
4. Construction Services – **JR** can support the later stages of the project with construction staking, construction administration, construction management, bid support, and District Services and Certifications.

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 7 day of July, 2023, by and between Southshore Metropolitan District (hereinafter referred to as "CLIENT") and JR Engineering, LLC, Colorado Limited Liability Company (hereinafter referred to as "CONSULTANT" / "JR")

## WITNESSETH

**WHEREAS**, "Client or Owner" desires to engage the services of Consultant in accordance with the terms and conditions of this agreement; and

**WHEREAS**, Consultant is trained and possesses certain skills, experience, education and competency to perform those services as hereinafter, set forth, and Consultant is able and willing to provide such services under the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the compensation to be paid hereunder and the mutual agreements hereinafter set forth, the parties agree as follows:

### 1. SCOPE OF SERVICES

The Consultant shall provide these services described in **Scope of Services**, which is attached and incorporated herein by this reference.

### 2. TERM OF AGREEMENT

This Agreement shall become effective on the date set forth above and shall remain in full force and effect until the earlier of the completion of the Scope of Services or July 7, 2023, unless sooner terminated as herein after provided. If the consultant continues to provide services on the Client's behalf beyond the term of agreement, the agreement shall remain in effect until services are completed, and the consultant shall be entitled to payment for services.

### 3. COMPENSATION

As compensation for the services to be performed by the Consultant hereunder, the Client will pay Consultant in accordance with **Cost of Services Summary, Standard Provisions, and Hourly Rate Schedule**. They are attached hereto and incorporated herein by this reference and are a part of this agreement.

Compensation to be: (select those that apply)

- Fixed price in the amount of: \$ 33,863.50  
 Time and materials: \$ 0.00

\* The attached Hourly Rate Schedule is effective for this contract and is subject to changes; however, the Client will be notified in writing of any changes.

### 4. CONTRACT

These attached Standard Provisions and the accompanying attachments constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.

### 5. NOTICE

Any notice or communication between the Client and Consultant which may be required or which may be given under the terms of this agreement shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent by certified mail, postage prepaid, return receipt requested to the following addresses:

Client: \_\_\_\_\_

Consultant: JR Engineering, LLC

Address: \_\_\_\_\_

Address: 7200 South Alton Way, Suite C400

\_\_\_\_\_

Centennial, CO 80112

Signature: \_\_\_\_\_

Signature: 

Name / Title: \_\_\_\_\_

Name / Title: Aaron Clutter, President

Date: \_\_\_\_\_

Date: July 7, 2023

## STANDARD PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as authorization by CLIENT for JR to proceed with the Services, unless otherwise provided for in this Agreement.

### 2. DIRECT EXPENSE (Reimbursables)

JR's Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at the JR's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JR. In addition, an amount shall be assessed to the cost of these services for JR administrative costs.

### 3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be assessed to the cost of these services for JR administrative costs.

### 4. PAYMENT TO CONSULTANT/INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by JR Engineering for all services performed under the terms of this agreement. Invoices are due and payable upon receipt. CLIENT agrees to pay interest at the rate of 1.75% per month on all past due amount. An invoice will be considered past due 30 days from the invoice date. It is company policy that a mechanics lien may be filed on completed work that is unpaid for a period of 75 days from the invoice date. If the account is not paid within 60 days of the invoice date, JR Engineering, LLC will cease work on the project and may commence exercising their legal remedies including but not limited to mechanics lien rights under Section 38-22-101 et seq of 1973 C.R.S. (as amended). On any past due charges requiring the services of an outside consultant for collection, you, by signing the agreement also agree to pay reasonable fees.

It is not the intention of any party to this agreement that payment to JR Engineering be delayed past invoice due dates or job completion by JR Engineering. Payment under this agreement is not contingent upon: (1) the CLIENT being reimbursed by any third party; (2) upon obtaining financing; (3) completion of the overall project contemplated after the completion of work; or (4) selling the project to a third party. No contingency exercising or delaying payment to JR Engineering will apply to this project unless specifically set forth in writing.

### 5. TERMINATION FOR NON-PAYMENT OF FEES

JR may terminate this contract by giving written notice if any JR invoice remains unpaid for more than 60 days from the invoice date. JR's right to terminate this contract shall not be waived by JR's continued performance during any period of investigation by JR to determine the reason for CLIENT'S nonpayment.

### 6. TERMINATION

Either CLIENT or JR may terminate this Agreement at any time without cause by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay JR in full for all work previously authorized and performed prior to effective date of termination within 20 days of final invoice date. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

### 7. JR'S RIGHT TO SUSPEND SERVICES

If CLIENT fails to pay any amount due JR under this Agreement, JR may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, JR will provide CLIENT with written notice that JR will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of JR's notice. If CLIENT does not cure the problem within such 7-day period, JR may suspend Services under this Agreement. In the event of suspension of Services (a) JR shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, JR shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. JR's compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 9.

### 8. DISPUTE RESOLUTION

All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

### 9. LEGAL EXPENSES

In the event legal action is brought by JR to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JR reasonable amount for fees, costs and expenses as may be set by the court.

### 10. CONSEQUENTIAL DAMAGES

JR and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business or business opportunities for claims, disputes or other matters in question arising out of or relating to this agreement.

### 11. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the CLIENT and JR the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of JR and their subconsultants to the CLIENT and to all construction contractors and subcontractors on this project for any and all claims, losses, costs, damages of any nature whatsoever of claims expenses from any cause or causes including attorney's fees and costs, expert witness fees and costs, so that the total aggregate liability of JR and their subconsultants to all those named shall not exceed \$20,000.00 or JR's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JR Engineering harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the signed/approved construction documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of JR Engineering.

### 12. INSURANCE

Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$2,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

### 13. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electric media, prepared by JR Engineering as instruments of service shall remain the property of JR Engineering.

The CLIENT acknowledges JR Engineering's construction documents and other plans as instruments of professional service. The CLIENT shall not reuse or make any modification to the plans and specifications without the prior written authorization of JR Engineering. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JR Engineering harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification, clarification, interpretations, or changes made to the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of JR Engineering.

### 14. ELECTRONIC MEDIA

As a component of the services provided under this Agreement, JR Engineering may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished to JR and CLIENT. If there is any discrepancy between any Electronic Files and the corresponding Hard Copy, the Hard Copy shall control. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JR's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT





## STANDARD PROVISIONS

agrees that it will institute procedures to preserve the integrity of the Electronic Files received from JR until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. JR will undertake reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. JR shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) JR does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors.

### 15. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

### 16. PROFESSIONAL RESPONSIBILITY

JR represents that services shall be performed within the limits described in accordance with the scope of services contained in the proposal, and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other representations to the CLIENT, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. JR does not guarantee approval of any plans submitted for review, nor will JR be responsible for the timeliness of the acquisition of applicable approvals. The CLIENT agrees it has retained JR for Professional Services in connection with the preparation of documents submitted to various jurisdictional entities for review, and accepts the risk associated with the project.

### 17. CLIENT RESPONSIBILITY

CLIENT agrees to provide right of entry for personnel and equipment necessary to complete the work. While JR will take reasonable precautions to minimize any damage to the property, it is understood by the CLIENT that, in the normal course of work, some damage may occur, the correction of which is not a part of this contract. CLIENT hereby agrees to indemnify and hold JR harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including but not limited to) legal expenses, deriving out of any claim or loss of property, including the property and injuries to or death of persons including JR's employees caused by or resulting from the CLIENT'S negligence, willful conduct or omissions. CLIENT further agrees to assist JR by placing at our disposal, any and all information available to the project such that services may be performed in the most efficient fashion, including existing plans, recorded deeds, title commitments, correspondence, reports, specifications, and any other related items unless otherwise specifically indicated in writing, JR shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT'S consultants and contractors, and information from public records, without the need for independent verification.

### THIRD PARTIES

Nothing contained in the Agreement shall create a contractual relationship, or a cause of action in favor of, a third party against either the CLIENT or JR. JR's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against JR because of this Agreement of JR's performance of services hereunder.

### 18. CERTIFICATIONS

JR shall not be required to sign any documents, no matter by whom requested, that would result in JR's having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

### 19. REVOCATION OF CERTIFICATION OR STATEMENTS

JR shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event JR is made aware of unauthorized, prohibited use by the CLIENT. The CLIENT assumes the risk of any damages and any and all claims that may occur as a result of the unauthorized use of JR's documents.

### 20. CONTRACT AMENDMENTS

Changes in services to those specified in the Scope of Services will be provided by JR if authorized in writing or otherwise confirmed by CLIENT in writing. Changes in services will be paid by CLIENT if authorized on the attached "Contract Amendment". In the absence of an express agreement about compensation, JR shall be entitled to an equitable adjustment to its compensation and schedule for performing such services. Additional services may include but not be limited to 1) Work due to change in government requirements instituted after the date of this agreement; 2) Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with prior approvals or instructions; or 3) Any other work requested that differs from the scope of services.

In some cases there are rush services requested by the CLIENT where there is not time to price and negotiate the cost of such services prior to the work being completed due to the urgency of the need for the services. Once the CLIENT and JR are able to meet at a later date to negotiate said fees, if a mutually satisfactory agreement cannot be achieved, then the cost of said services shall default to a Time and Materials Basis in accordance with the Standard Hourly Rates in force at the time of the work.



# CONTRACT AMENDMENT

**Date:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Consultant:** JR Engineering, LLC **Change Order No.:** \_\_\_\_\_

**Client:** \_\_\_\_\_

**Description of Services Being Provided:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Description of Change in Scope:	Fee Terms	Fee (\$)
Task #	(T&M or Fixed Fee)	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Schedule Summary:**  
 Original: \_\_\_\_\_  
 \_\_\_\_\_  
 Revised: \_\_\_\_\_  
 \_\_\_\_\_

**Terms and Conditions :**  
 All other terms and conditions of the original Agreement shall remain in force and effect.

COMPENSATION SUMMARY:	Amount
Original Compensation	\$ _____
Previous Change Order Numbers: _____	\$ _____
This Change Order	\$ _____
NET Revised Compensation	\$ _____

**APPROVED AND ACCEPTED:**

By: \_\_\_\_\_  
 JR Engineering, LLC

By: \_\_\_\_\_  
 Client Representative

## Hourly Rate Schedule

Professional	Hourly Rate
Clerical	\$80
Construction Inspector   Survey Tech	\$110
Engineer   Surveyor   Construction Engineer	\$130
Project Engineer   Project Surveyor   Project Construction Engineer	\$145
Project Lead	\$160
Manager   Group Lead	\$180
Principal	\$200
Expert Witness	\$275
One-Man Survey	\$120
Two-Man Survey	\$170
<b>Reimbursable and Sub-consultant Expenses</b>	<b>Cost Plus 10%</b>

Effective January 1, 2023



TASKS	WORK ITEM	JR Engineering									Sub-Consultant	Direct Expense	Totals	
		Principal	Manager / Group Lead	Project Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	Construction Inspector/ Survey Tech	Clerical	One-Man Field Survey	Two-Man Field Survey				
		\$200	\$180	\$160	\$145	\$130	\$110	\$80	\$120	\$170				L.S.
100	Data Collection													
101	Topographic Survey		1.0	1.0	2.0	4.0								\$2,510
102	Base Map Preparation		1.0	1.0	6.0	8.0								\$2,250
	<b>Subtotal</b>													<b>\$4,760</b>
200	<b>Preliminary Landscape Architecture (Norris Design)</b>													
200	Program Development											\$2,875		\$2,875
210	Preliminary Concept Development - Schematic Design											\$4,600		\$4,600
220	Landscape Design & Pre-App Meeting w/ City											\$4,313		\$4,313
230	Coordination and Meetings											\$3,105		\$3,105
	<b>Subtotal</b>													<b>\$14,893</b>
300	<b>Design Development (JR Engineering)</b>													
300	Design Development	4.0	12.0	16.0	24.0	16.0								\$11,080
	<b>Subtotal</b>													<b>\$11,080</b>
900	<b>Reimbursable Fees</b>													
901	Meeting and Coordination Budget	4.0	8.0	4.0										\$2,880
902	Reimbursable Expense Budget												\$250	\$250
	<b>Subtotal</b>													<b>\$3,130</b>
	<b>Total:</b>	<b>8</b>	<b>22</b>	<b>22</b>	<b>32</b>	<b>28</b>				<b>8</b>		<b>\$14,893</b>	<b>\$250</b>	<b>\$33,863</b>

## Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

Attention: Kevin Stadler  
Vice President and Secretary  
Southshore HOA and Metro Districts  
27151 East Lakeview Drive  
Aurora CO, 80016  
email [stadlerkj@yahoo.com](mailto:stadlerkj@yahoo.com)  
tel. 303.748.2083  
**Date** June 8, 2023

PROJECT TITLE: Interpretive sign panels for Southshore HOA and Metro Districts  
PROJECT NUMBER: SOU-001  
TERMS: 30 Days

PROJECT DESCRIPTION: Creation of content, Design, layout, production, and preparation for fabrication of eight full-color interpretive signs to be installed on existing stanchions on site around the Southshore Metro Districts 1 and 2. The signs will include several topics related to the natural and human history of the area, maps, and other information as determined during the project. All content will be generated by the Design team, including copy, graphics, and both sourced and original photography. While an estimate of content generated is included here, this may change; final content will be determined during the project.

Sign panels will measure 48 inches wide by 36 inches tall, and be approximately 3/4-inch thick, overlaying the top edge of the existing sign stanchions to allow most moisture to roll off the top of the sign and not become entrapped between the panel and stanchion elements. Mounting and weep holes will be created in the existing stanchions, with panels secured in place using a locking nut and screw assembly. All signs will use a full-color, vandal- and fade-resistant high pressure laminate material, guaranteed/warranted for ten years against excessive color fading. Fabrication will be performed by a Denver-area company; Designer will coordinate fabrication with Client and vendor for quality assurance and fulfillment. Installation will be performed by the fabrication vendor on-site.

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## Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

Client will provide guidance on sign content, any available source materials (photos, facts, text resources) that the Designer will use to write and illustrate content from. Designer will create maps of the area based on the Client's source map(s), aerial photography, and other imagery and GIS data, if available. Illustrations showing geological, biological, and other topics will be created by the Designer. Images of waterfowl, water sources, plants, historical figures and places, and other relevant content will be provided by the Client or sourced via royalty-free photography sources. Some imagery may be photographed by the Designer if needed and possible. Fees for these images are included in the estimate. Approximately 250–1,000 words of content per sign are contemplated, with an emphasis on images and illustrations.

Work will proceed using a phased approach, including a content-gathering and conceptual phase, a design and content-generation phase, and a production and fabrication phase. Two rounds of revisions to the signs' content/layout are planned.

Client will approve work at each stage before proceeding to the next. Project will be completed within 115 working days of start. Estimated delivery date is dependent upon Client meeting all deadlines outlined here.

SERVICES PROVIDED BY DESIGNER: Creation of original design utilizing Client-provided text and image content based on a concept developed by the Designer. Generation and sourcing of all text, illustrative, and photographic content for eight sign panels, including research, copywriting, editing, illustration, cartography, photography, photo-editing and manipulation, and other services. Layout of content into Client-approved design. Two rounds of revisions. Preparation for fabrication. Liaising with fabricator including quality assurance; supervision of delivery and installation on-site.

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## Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

Content areas for signage contemplated include:

**Geology:** prehistory and geological formations

**Botany:** native and invasive plants

**Birds:** migratory and year-round species and their habitats

**Mammals and reptiles:** historical and current

**Indigenous People's history and legacy**

**Settlers' colonization,** including farming, ranching, military, and housing

**Water:** Aurora Reservoir, conservation, management, and watersheds of the area

**General:** about the subdivision, location, amenities, map

Text for each panel will be generated; approximately 250–1,000 words each.

Illustrations contemplated include:

geological strata/diagram

prairie dog den/ecosystem

inset map, showing sign's location in relation to others in trail system

large map of area

geological map showing present-day and prehistoric features

watershed map

map of historical indigenous tribal ranges

construction/subdivision plans

Photos contemplated include:

fossils found on-site/nearby

rock outcrops/formations typical to the area

plants, including 6-8 native and 6-8 invasive species

birds (6)

malls and reptiles (6-8)

historical images, including 3-4 of indigenous peoples, buffalo, housing

water-related images, including historical images of reservoir construction and present-day view (3-4)

ranching and farming historical imagery (2-5)

military and housing imagery (5-8)

general contemporary amenity images (3-5)

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# Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

## SCHEDULE (IN WORK DAYS):

### PHASE I: RESEARCH AND CONCEPT

Agreement approved .....prior to day 1  
 Meet with Client to review requirements.....day 1  
 Client delivers final reference content, relevant source materials, approval of  
 topical areas for each sign to Designer .....day 5  
 Designer begins conceptual layout .....day 6  
 Designer completes conceptual layout, sends to Client for review.....day 8  
 Client review of concept begins .....day 9  
 Client returns conceptual feedback to Designer .....day 13  
 Designer begins revisions to conceptual layout, if needed.....day 14  
 Designer completes revisions to conceptual layout, sends to Client for review .....day 16  
 Client review of revised concept begins .....day 17  
 Client reviews revised concept, sends approval to Designer .....day 21

### PHASE II: CONTENT AND DESIGN

Creation and Modification of graphics and text begins .....day 22  
 Creation and Modification of graphics and text completes .....day 50  
 Layout of final content into approved design begins.....day 51  
 Layout of final content into approved design completes.....day 59  
 Proof 1 of layouts sent to Client for review .....day 60  
 Client review of proof 1 begins.....day 61  
 Client review of proof 2 completes, sends feedback to Designer.....day 65  
 Revisions by Designer to layouts begins .....day 66  
 Revisions by Designer to layouts completes.....day 68  
 Final proofs sent to Client for review and approval .....day 69  
 Client review of final proofs begins .....day 70  
 Client review of final proofs completes, sends approval to Designer .....day 74

### PHASE III: PRODUCTION AND COORDINATION

Layout files prepared for fabricator.....day 75  
 Layout files transmitted to fabricator .....day 76  
 Proofs from fabricator sent to Designer, review by Designer and Client begins\*.....day 80  
 Client approves proof or sends corrections to fabricator via Designer\* .....day 85  
 Fabrication of signs complete and installed\*.....day 115

\*Approximate dates, dependent upon Client's fabrication vendor's schedule.

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# Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

Estimated Fees		Cost	
PHASE I: RESEARCH AND CONCEPT			
Planning and Research		\$300.00	
Concept and Concept Revisions		\$1,350.00	
<b>Subtotal Phase I</b>		<b>\$1,650.00</b>	
PHASE II: CONTENT AND DESIGN*			
Creation of maps and other graphics, modification of existing images		\$3,645.00	
Creation of text		\$5,535.00	
Sourcing of photography/generation of original photography		\$2,295.00	
Layout and Design		\$1,100.00	
<b>Subtotal Phase II</b>		<b>\$12,575.00</b>	
PHASE III: PRODUCTION AND COORDINATION			
Revisions and Production		\$810.00	
Vendor Coordination, Quality Assurance		\$300.00	
<b>Subtotal Phase III</b>		<b>\$1,110.00</b>	
		Subtotal	
		\$15,335.00	
Estimated Expenses	Quantity	Unit Price	Cost
Full-color Sign panels with installation (details in "Services", above)	8	\$2,631.00	\$21,048.00
Subtotal, using existing stanchions			\$21,048.00
Tax (exempt)		0.00%	\$0.00
<b>Total</b>			<b>\$36,383.00</b>
pro-rated total cost per sign**			\$4,547.88

\*Inclusive of two rounds of revisions to content and layout portions; "Layout and Design" line item is lower in cost compared to scenario where content is provided by Client due to content being produced specifically for this project. If content would be provided, Layout and Design costs would adjust upwards to include editing, production, and other fees.

\*\*pro-rated per-sign cost is an approximate guide only; producing signs in batches or phases will incur an increased cost in production management and installation fees from the fabricator on a per-instance basis.

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## Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

### FEE PAYMENT SCHEDULE:

\$5,112 plus 50% deposit on sign expenses payable upon completion of Phase I.

\$5,111 payable upon completion of Phase II.

Balance of estimate plus expenses and any adjustments payable upon delivery.

Additional work not outlined in "services", above, will be charged at a rate of \$175/hour for consulting and conceptual work, and \$125/hour for all other work.

Out-of pocket expenses payable upon delivery.

### RIGHTS TRANSFERRED:

Upon payment in full, the designer transfers to the client the following exclusive rights of usage:

MEDIUM OF USE: signs

TIME LIMITATION: no limit

GEOGRAPHIC LIMITATION: no limit

*Any usage rights not exclusively transferred are reserved to the Designer. Usage beyond that granted to the Client herein shall require payment of a mutually agreed upon additional fee subject to all terms.*

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# Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

## TERMS:

### Services

The Designer agrees to provide all the services outlined in the attached estimate/proposal within the criteria specified. If, however, the client changes any of the criteria during the project requiring additional services, a revision/AA fee will be charged. Additional work not estimated at a flat fee will be charged at a rate of \$175 per hour for conceptual and consulting work, and \$125 per hour for all other work.

Additional services will include, but are not limited to, changes in the extent of work, changes in schedule, changes in the complexity of any elements of the project, and any changes made after client approval has been given for a specific stage of the project according to the agreed-upon schedule, including concept, design, composition, and production of mechanicals.

The Designer will keep the Client informed of additional services that are required and obtain the Client's approval for any services that cause the total fees to exceed those outlined in the attached estimate/proposal.

### Schedules/Overtime/Rush Work

The Designer reserves the right to adjust the schedule and/or charge additionally in the event that the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the estimate/proposal. Rush charges are assessed at twice the hourly rate stated for additional work, or a total of \$350 per hour for conceptual and consulting work, and \$250 per hour for all other work, if hourly rates for additional work are not listed in this Estimate.

### Client Approval

The Client will approve and proofread all final designs and type before the production of mechanicals. The Client's approval of all tangible materials and artwork will be assumed given after the work has been submitted to the client for review, unless the Client indicates otherwise in writing prior to Client's approval deadline date.

### Rights/Ownership

All tangible materials (such as concept boards, mockups, and so on) in all circumstances remain the property of the Designer. All rights and ownership apply to preliminary concepts, works in progress, and finished material, whether the project is completed or canceled. The Client will be entitled to limited and specific usage rights of such materials only for the purpose of reproduction, after which all materials will be returned, unaltered, to the Designer within thirty days of use.

Upon payment of all fees and expenses, the Designer will grant all reproduction and/or usage rights, as outlined in the attached estimate/proposal, for all approved final materials created by the Designer for this project.

If the Client wishes to make any additional use of the materials, the Client agrees to seek permission from the Designer and make such payments as are approved by the parties at that time. Where alterations or retakes are necessary, the Designer will be given the first opportunity to make such changes at an agreed additional charge.

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# Estimate & Confirmation

PROJECT NUMBER:  
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## Electronic Files

If the Client has requirements for how the project is to be prepared electronically, the Client must communicate this to the Designer before the project begins. Electronic files and software documents related to the Client's project are the property of the Designer and must not be copied, altered, or modified without the written permission of the Designer.

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## Reimbursable Expenses

Any budget figures or estimates for reimbursable expenses or implementation charges, such as out-of-pocket expenses, typesetting, printing, fabrication, or installation, are for planning purposes only. The Designer will use his or her best efforts to work within stated budgets but will not be liable if these expenses exceed budgets. When possible, no expenses in excess of the budget will be incurred without the Client's written or initialed approval in advance.

The Client will reimburse the Designer for all out-of-pocket expenses incurred by the Designer on this project. These expenses are listed in the attached estimate/proposal and will be billed at cost plus a 20% surcharge for account handling and supervision. This surcharge is included in the estimated expenses amount, and is not in addition to the amount listed. Upon the Client's request at the start of the project, records for out-of-pocket expenses will be retained by the Designer and will be made available to the Client upon completion of the project.

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## Credit

The Designer will have the right to include a published credit line on the completed designs or any visual representation. This same credit will be included in any publication of the design by the Client.

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## Samples

The Client will provide the Designer with samples of each printed or manufactured design. These samples will represent the highest quality of work produced.

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## Payment Schedule

Upon approval of this document, the Client will make all payment installments, as scheduled and outlined in our estimate/proposal. The Client will pay interest on all overdue amounts not exceeding the maximum amount allowed by law.

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## Third-Party Contracts

The Designer may contract with other individuals or companies acting on behalf of the Client to provide additional services such as programming, writing, photography, illustration, printing, and fabrication. The Client agrees to be bound by required credits and usage rights, with respect to reproduction of the materials that may be imposed on the Designer by these third parties.

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## Cancellation

In the event of cancellation of this assignment, a cancellation fee will be paid by the Client and will include full payment for all work completed, expenses incurred, and hours expended. The cancellation fee will be no less than one-third of the total minimum fee estimate.

Any initial payments that have been received will be credited against any amounts due.

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# Estimate & Confirmation

PROJECT NUMBER:  
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## Warranty of Originality

The Designer warrants and represents that, to the best of his knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product which may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

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## Limitation of Liability

Client agrees that it shall not hold the Designer or his agents or employees liable for any incidental or consequential damages (excluding damages to persons or property caused by the negligence or intentional misconduct of the supplier) which arise from the Designer's failure to perform any aspect of the Project in a timely manner. In addition, Designer's liability shall be limited to and shall not exceed the total fees (not including expenses) paid by Client to Designer pursuant to this agreement.

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## Termination

Designer may terminate this agreement immediately in its sole discretion upon Client's material breach of any of the terms or conditions of this agreement. Upon such termination, Client shall deliver to Designer any and all drawings, notes, memoranda, specifications, devices and documents, together with all copies thereof; remove or erase all machine readable data and information containing or embodying Designer's work; and deliver any other material containing or disclosing any of Designer's work to Designer promptly.

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## No Assignment

This agreement may not be assigned by Client without the prior written consent of Designer, and any such attempted assignment shall be void and of no further effect.

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## Miscellaneous

This document represents the entire agreement between the Client and the Designer and may be changed or modified only in writing and with the approval of both parties.

The Client and the Designer represent that they have full power and authority to enter into this agreement and that it is binding upon the Client and Designer and enforceable in accordance with its terms.

This Agreement will be governed by the laws of the State of Colorado.

---

## Acceptance of Terms

(a) The act of ordering the performance of any services required to complete this assignment; or

(b) signatures of the parties below indicates: acceptance of these terms.

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# Estimate & Confirmation

PROJECT NUMBER:  
SOU-001

Consented and Agreed to  
DATE: Friday, June 9, 2023

designer's signature Alan Buckman

authorized signature \_\_\_\_\_

client's name and title \_\_\_\_\_

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**Southshore Metropolitan District No. 1**  
**Claims to be approved - 10-10-2023 Meeting**

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
CMS Environmental Solutions, LLC	156813	9/1/2023	08 Inspections - F18 Poolhouse	\$ 640.00
CMS Environmental Solutions, LLC	158259	10/1/2023	09 Inspections - F14 Trail Extension	625.00
Cockrel Ela Glesne Greher & Ruhland	09 30 23	9/30/2023	09 Legal Services	7,123.45
ColoradoScapes	5699	10/4/2023	Lights at Southshore Pkwy	31,768.94
ColoradoScapes	5700	10/4/2023	Lights at Arapahoe	14,512.44
Custom Fence & Supply, Inc.	319386	8/31/2023	Install Brick Wall Replacement	283,640.50
Earnweald Consulting Services, LLC	SSMD1-2023-51	9/30/2023	09 District Engineer	3,250.00
Environmental Landworks Company Inc	9.25.23 - 1	9/25/2023	Mow and clean seeded area - Flg14 Detention Pond	7,740.00
J. R. Engineering, LLC	82977	9/30/2023	09 Underdrain maintenance	9,652.00
J. R. Engineering, LLC	82978	9/30/2023	09 Storm Drainage Pond Maintenance	3,092.00
J. R. Engineering, LLC	82979	9/30/2023	09 Fence replacement project	1,585.98
Metropolitan District Public Safety	1765	10/1/2023	09 -10 Security Services	11,250.00
Metropolitan District Public Safety	1766	10/1/2023	Gate Repairs - Welder	1,650.00
Simmons & Wheeler PC	36403	8/31/2023	08 Accounting Svcs	4,852.76
WIPFLI, LLP	2344683	9/30/2023	2022 Financial Audit - D1	5,700.00
WIPFLI, LLP	2344684	9/30/2023	2022 Financial Audit - D2	5,950.00
				<u>\$ 393,033.07</u>